

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 Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are 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
Council Chambers, 305 West Third Street

June 26, 2018

Regular Meeting - 6:00 PM

Appointment Item - 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

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

B. APPOINTMENT ITEM (5:00 PM)

1. SUBJECT: Cannabis Study Session (15/15/30)

RECOMMENDATION: That City Council:

1. Receive the report from HdL Companies on their Feasibility Study and Fiscal Analysis of the potential cannabis industry in the City of Oxnard; and
2. Provide direction to staff regarding the permitting and regulation of various types of cannabis businesses in the City of Oxnard.

Legislative Body: CC

Contact: Ashley Golden

Phone: (805) 385-7882

C. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating June 21, 2018 as "Pastor Edward and Barbara Williams' 50th Wedding Anniversary Celebration Day."

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. 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 cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires

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.

City of Oxnard internet address: www.oxnard.org.

may do so just 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 22, 2018 Regular Meeting, May 29, 2018 Special Meeting, June 1, 2018 Special Meeting, and June 5, 2018 Regular Meeting as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: (805) 385-7805

City Manager Department

2. SUBJECT: Agreements for City Council Review.

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. BrightView Landscape, Inc. (A-8073) for maintenance of Waterways Zone 1 Mandalay Bay and Zone 2 Harbour Island (\$180,226).
- B. E. P. Consulting (8083-17-CM) for legislative services (\$50,000).
- C. Final Details (7114-15-FN) for citywide vehicle mobile washing (\$25,000).
- D. Ebix, Inc. (7778-17-HR) to provide continuing certificate of insurance data management (\$25,000).
- E. Oxnard Housing Authority (A-7727) for use of property at 1500 Camino Del Sol (\$72,000).
- F. Iteris, Inc. (6422-13-DS) for on-call operation and maintenance for the City's transportation maintenance center and intelligent transportation system (\$100,000).
- G. Solid Waste Solutions, Inc. (8180-18-PW) for compliance with CalRecycle program reporting (\$80,000).
- H. Vida Newspaper (Purchase Order No. 6901) for legal publication of stale dated checks and unclaimed funds (\$25,830).

Legislative Body: CC

Contact: Jesus Nava

Phone: (805) 385-7497

Economic Development Department

- 3. SUBJECT: 2018-2019 Oxnard Convention & Visitors Bureau Agreement.
RECOMMENDATION: That City Council approve a new contract between the City of Oxnard and the Oxnard Convention and Visitors Bureau.
Legislative Body: CC Contact: Kymberly Horner Phone: (805) 385-7407
- 4. SUBJECT: Oxnard Downtown Improvement District Annual Update.
RECOMMENDATION: That the City Council adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Improvement District ("ODID") for Fiscal Year ("FY") 2018-19.
Legislative Body: CC Contact: Kymberly Horner Phone: (805) 385-7407

Finance Department

- 5. SUBJECT: Approval of Agreement A-8067 Landscape Maintenance Contract for Seabridge CFD 4.
RECOMMENDATION: That City Council:
 - 1. Approve and authorize the City Manager to execute Agreement A-8067 with Landscape Development, Inc. to provide landscape maintenance services to Seabridge Community Facilities District (CFD 4) in the total amount of \$755,640;
 - 2. Approve a 10 percent contingency amount of \$75,564 for Agreement A-8067; and
 - 3. Authorize the Special Districts Manager or designee to change service levels within the contract based upon available funding in the assessment district without returning to Council.Legislative Body: CC Contact: Jim Throop Phone: (805) 385-7475
- 6. SUBJECT: City of Oxnard General Fund Loan to LMD 31 Rancho De La Rosa.
RECOMMENDATION: That City Council approve and authorize:
 - 1. The Mayor to execute Agreement No. A-8072 between the City of Oxnard and Landscape Maintenance District 31 – Rancho De La Rosa for a loan in the amount of \$45,000 plus 2.9% interest to fund the replacement of fencing at LMD 31 Rancho De La Rosa;

2. The obligation created by this Agreement as memorialized by the Promissory Note and the Chief Financial Officer is authorized to effectuate this loan;

3. A budget appropriation in the amount of \$45,000 to LMD 31 Rancho De La Rosa (Fund 157) for replacement of fencing (Fenceworks, Inc. 8242-18-FN).

Legislative Body: CC

Contact: Jim Throop

Phone: (805) 385-7475

7. SUBJECT: Approval of Agreement No. A-8073 for Landscape Maintenance in Waterways Districts Zone 1 Mandalay Bay and Zone 2 Harbour Island.

RECOMMENDATION: That City Council approve:

1. Agreement A-8073 with Landscape Development, Inc. to provide landscape maintenance services to Waterways Maintenance Assessment District Zone 1 Mandalay Bay and Zone 2 Harbour Island in the total amount of \$180,226;

2. A 10 percent contingency amount of \$18,023 for Agreement A-8073 for maintenance services with Landscape Development, Inc.; and

3. Authorize the Special Districts Manager or designee to change service levels within the approved contract value based upon available funding in the assessment district without returning to City Council.

Legislative Body: CC

Contact: Jim Throop

Phone: (805) 385-7475

Public Works Department

8. SUBJECT: Second Amendment to Agreement No. 6552-14-PW with the Groundskeeper, Inc. for Landscape Maintenance Services to Public Works Facilities.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to the agreement with the Groundskeeper, Inc. for the period of April 13, 2018, through December 31, 2018 and increase the amount by \$43,960 for an amount not-to-exceed \$347,295; and

2. Adopt a resolution creating a one-time exemption from Resolution Number 13,932's requirement to not extend the expiration date of a contract for trade services for more than three years.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

9. SUBJECT: Approve Trade Services Agreement No. 8284-18-PW with Mac Valley Oil Company for Additional Funds and Time

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement No. 8284-18-PW with MacValley Oil and to amend the terms of Blanket Purchase Order No. 5640, adding an additional \$200,000 and extending the expiration date by six months to December 31, 2018.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

10. SUBJECT: Federal, State and Regional Grants and Matching Funds for Six (6) Capital Improvement Projects

RECOMMENDATION: That City Council:

1. Adopt a resolution ratifying the submittal of grant applications for: \$3,260,000 in Ventura County Transportation Commission (VCTC)/California Department of Transportation (Caltrans) grant funds, to be used for the Rice Avenue Fifth Street grade separation; \$1,523,000 in Federal Railroad Administration (FRA) grant funds, to be used for the Rice

Avenue Fifth Street grade separation; \$5,000,000 in Public Utilities Commission (PUC) grant funds, to be used for the Rice Avenue Fifth Street grade separation; \$68,606,000 in California Transportation Commission (CTC) grant funds, to be used for the Rice Avenue Fifth Street grade separation; \$434,000 in VCTC/Caltrans grant funds, to be used for the Rose Avenue sidewalk project; \$914,000 in VCTC/Caltrans grant funds, to be used for the Ventura Boulevard sidewalk project; and \$1,445,100 in Caltrans grant funds, to be used for the citywide signal modification project; and

2. Appropriate local matching funds in the amount of \$193,537 for six capital improvement projects—the Rice Avenue at Fifth Street grade separation, the Rose Avenue sidewalk, the Ventura Boulevard sidewalk, citywide signal modification, Oxnard Transit Center maintenance, and bicycle and pedestrian improvements and maintenance—as described in the attached budget appropriation.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

K. REPORTS

Housing Department

1. SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2019. (5/5/5)
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard (1) adopt a resolution approving and adopting the recommended \$20,739,184 operating budget for the Section 8 Housing Choice Voucher Program (“Section 8”) for fiscal year 2019 and (2) approve and authorize the use of \$277,256 of unrestricted cash/investments to fund the projected deficit.

Legislative Body: HA

Contact: Arturo Casillas

Phone: (805) 385-8094

2. SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2019. (5/5/5)
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard (1) adopt a resolution approving and adopting the recommended \$7,291,752 operating budget for the Low Rent Public Housing program (“LRPH”) for fiscal year 2019, as presented for each project area and (2) approve and authorize the use of \$428,224 of unrestricted cash/investments to fund the projected deficit.

Legislative Body: HA

Contact: Arturo Casillas

Phone: (805) 385-8094

City Manager Department

3. SUBJECT: Adoption of Fiscal Year 2018-19 Operating Budget (5/5/5)
RECOMMENDATION: That the City Council:
1. Adopt the following resolutions:
 - a. A Resolution of the City Council of the City of Oxnard Approving the City Operating Budget for the Fiscal Year 2018-19; and
 - b. A Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2018-19; and
 - c. A Resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2018 in accordance with the

Operating Budget for the Fiscal Year 2018-19; and

d. A Resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules Resolution and Approving the attached Classification and Salary Schedule; and

e. A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies.

2. Authorize the City Manager to transfer and make adjustment of inter-fund transfers on June 30, 2018 to eliminate any cash deficits in funds when necessary including: Capital Improvement Funds, Utilities, Impact Fee Funds, Assessment District Funds, Grant Funds, Debt Service Funds, and all other funds that may need such adjustments.

That the Housing Commissioners:

1. Adopt a resolution approving the Housing Authority's Fiscal Year 2018-19 Operating and Capital Budget.

Legislative Body: CC, HA

Contact: Jesus Nava

Phone: (805) 385-7497

Finance Department

4. SUBJECT: Public Safety Tax Assessment FY2018-19 (5/5/5)

RECOMMENDATION: That City Council adopts a resolution establishing the FY 18-19 tax rates on property in the City of Oxnard for the payment of voter approved obligations.

Legislative Body: CC

Contact: Jim Throop

Phone: (805) 385-7475

L. 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

M. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

CC On the advice of the City Attorney, based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case, pursuant to Government Code section 54956.9(d)(4).

N. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Appointment
Item**

AGENDA ITEM NO.: 1

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in dark ink, appearing to read "S. Whitney".

FROM: Ashley Golden
Development Services Director

A handwritten signature in dark ink, appearing to read "Ashley Golden".

SUBJECT: Cannabis Study Session (15/15/30)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, (805) 385-7882

RECOMMENDATION:

That City Council:

1. Receive the report from HdL Companies on their Feasibility Study and Fiscal Analysis of the potential cannabis industry in the City of Oxnard; and
2. Provide direction to staff regarding the permitting and regulation of various types of cannabis businesses in the City of Oxnard.

BACKGROUND

On November 8, 2016, California voters passed the Control, Regulate, and Tax Adult use of Marijuana Act ("AUMA") as Proposition 64. AUMA legalized the nonmedical use of cannabis (marijuana) by persons 21 years of age and over, the personal cultivation of up to six cannabis plants per household, and certain commercial cannabis businesses. All commercial cannabis businesses must have a state license in order to operate, but AUMA does not limit the City's authority to adopt and enforce local ordinances regulating or prohibiting state-licensed cannabis businesses.

The City Council has consistently chosen to take a "go slow" approach to exploring the possible regulation of the various types of commercial cannabis businesses, to allow the City to examine and study the experiences of neighboring jurisdictions and other agencies throughout the State,

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as well as to observe how the federal government reacts to California's medical and adult-use cannabis laws.

On April 3, 2018, the Council took action to enact a zone text amendment explicitly banning commercial cannabis activities and to incorporate existing medical cannabis restrictions into the Oxnard City Code. At the same time, the Council revised existing regulations to allow for delivery of medical cannabis within the City from licensed dispensaries with permits from the City.

On June 5th, 2018, the Council voted to place a cannabis tax on the November 6th ballot, which would impose a range of taxes on a variety of commercial cannabis business types, including retail sales, cultivation, manufacturing, distribution, and testing. If approved by the voters, the passing of the tax measure would not automatically permit these cannabis activities within the City, nor would it compel the City to take action to do so. The City would still have the discretion and authority to determine which, if any, of these cannabis business types it wishes to permit, regulate and tax, and which it wishes to ban. In addition, the City would have the discretion to establish tax rates for each type of cannabis business at any rate up to the maximums defined in the measure.

To assist with these discussions, the City retained the services of HdL Companies to conduct a feasibility study to determine the types and numbers of cannabis businesses which would be sustainable in the City of Oxnard, should the City choose to permit them in the future. The City also requested HdL provide a fiscal analysis of the proposed cannabis tax rates to project the amount of annual revenue that permitting each of these business types might generate for the City.

The purpose of the cannabis study session is to gauge the Council's support for cannabis related industry in the City. During the cannabis study session staff will provide a presentation regarding what cannabis related industry the City can support and the fiscal implications of allowing these uses in the City. The Council may choose to direct staff to explore further permitting and regulation of some or all of the cannabis business types being considered.

ANALYSIS

Over the past few months, City staff have been evaluating what types of cannabis permits are currently being issues by the State of California; analyzing the types of potential cannabis industries suitable to operate within the City of Oxnard; meeting with residents and business community members interested in operating retail and laboratory uses in the City; and fielding a number of cannabis related phone calls, typically pertaining to establishing retail uses in the City, laboratory testing opportunities, and cultivation farming.

The types of cannabis industries which could be located in the City include: Retail, Manufacturing, Distribution, Testing Laboratories, and Cultivation. Cannabis cultivation, manufacturing, distribution and retail sales each offer different challenges and opportunities for

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the City. The following summarizes types of cannabis industries, and opportunities for the City to explore.

Cannabis Retailers

As defined by the Bureau of Cannabis Control, a Cannabis Retailer is a person licensed to sell cannabis goods to customers as “a retailer, microbusiness, or nonprofit.” For the purpose of this staff report, no distinction is being made between medical and recreational cannabis use. The retail component of the supply chain is by design the most visible segment of the commercial cannabis industry. As such, retail sales locations have been subject to the most scrutiny. Retail sales locations must be thoughtfully zoned, designed, and constructed in a manner that is suitable for the neighborhood to create the least amount of impact on the surrounding businesses and neighborhood.

Based on the current demand for retailer locations (dispensaries), retail locations can generate substantial revenues compared to other retail establishments within jurisdictions. Cannabis retailers currently generate on average \$933 per square foot, because most retail stores take up much more space than dispensaries. Cannabis retailers stock a lot of product into a relatively small amount of space, and the average price point for cannabis is attractive to consumers.

Summary of Pros and Cons:

1. City has the ability to develop well-defined land use controls and buffers to protect sensitive uses such as schools, parks, etc.
2. City has the ability to limit the overall number of retailers to prevent oversaturation.
3. City has the ability to regulate point of sale, impose inventory control data metrics and conditions, and impose conditions on the volume of inventory on display at a given time.
4. Significant revenue can be realized if the use is well-regulated and taxed at an appropriate level.
5. Revenue can be generated in a less traditional way and in lieu of methods typical of traditional store front retail uses.
6. Poorly trained employees can create inventory tracking problems and liabilities.
7. Combination of all-cash business and significant product on site can pose a public safety hazard for employees and customers.
8. The City has the ability to require security presence up to 24-7 which would result in a net positive public safety effect on the neighborhood.

It is estimated that Oxnard could support between 8 and 18 retailers (combined between medical and recreational), with a midpoint of 13. Retail saturation is based upon a presumed saturation of one retail establishment per 20,000 persons. This saturation rate is based upon data and an analysis of other retail establishments and knowledge of the industry. Should Council wish to allow cannabis retail establishments, staff recommends that City Council take a cautious approach to permitting retailers by starting at the lower retail establishment number of 8. This will help ensure success for these businesses by dividing the same customer base among a

smaller number of businesses. In addition to limiting the max number of retailers, the regulations would need to include provisions to address the pros and cons listed above.

Cannabis Manufacturers

The Department of Public Health (DPH) defines Manufacturing as “all aspects of the extraction and/or infusion processes, including processing, preparing, holding, storing, packaging, or labeling of cannabis products”. Manufacturing also includes “any processing, preparing, holding, or storing of components and ingredients”. The manufacturing sector is still evolving and expanding, which presents significant opportunities for innovation, business development and job growth. In 2017, sales of ready-to-use cannabis products surpassed sales of cannabis flower for the first time, and the trend appears likely to continue into the future. Clear regulatory policies and competitive tax rates will be essential for attracting or holding on to this growing sector. HdL estimates that the City could support between 6 and 12 manufacturers, with a range of sizes. Manufacturing business represents over 50% of all cannabis sales, by price (not volume).

Summary of Pros and Cons:

1. Cannabis manufacturing is on the rise based upon current trends in cannabis use.
2. The City has open land available for industrial expansion and construction. City has the ability to develop zoning compliance and siting provisions to identify appropriate zones.
3. Rigorous regulatory requirements are needed to address employee safety and business operations.
4. Equipment and methods used for cannabis extractions are preexisting and have been utilized in the community for other manufacturing operations.
5. There are large quantities of volatile gases and industrial solvents necessary for the manufacturing process, which poses a hazard risk.
6. Employee security measures and protocols must be developed to address potential employee theft/diversion to the black market.
7. Rigorous testing ensures that consumer safety.
8. Regulations require destruction of any non-compliant or contaminated product.
9. Vacancy rate of industrial buildings is exceptionally low (between 1 – 3%, as of 2016).

Distributors

Distributors are the only licensed business type that can transport inventory between licensed cannabis businesses. Distribution licensees are responsible for securing large quantities of inventory, while ensuring it is properly tested and transported to licensed businesses. Distributors must have expertise in product movement, as well as checking for compliance with packaging and labeling requirements. In addition to transporting inventory between licenses, distribution companies will also be responsible for ensuring the examination of inventory at a testing laboratory and the collection of the State’s excise taxes, before releasing the product to a retailer. Cultivators, manufacturers, and retailers also have the opportunity hold a distribution license as well, provided the distributor’s licensed premises are “separate and distinct”. This is to ensure

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that the various administrative privileges and inventory tracking requirements are strictly adhered to. Pursuant to State requirements, licensed distributors will be required to establish comprehensive security measures to ensure the inventory is secured during transit and accounted for with manifest documentation. Additionally, pursuant to State requirements, distributors will be required to be licensed in a commercial or industrial building, requiring little to no signage or advertisement.

Due to Oxnard's location directly between the vast cannabis greenhouses of Santa Barbara County and the large consumer base of Los Angeles, Oxnard could be well-positioned to attract cannabis distributors. This would especially be the case if the City allowed (and was successful in attracting) a variety of other business types, including cultivators and manufacturers.

Summary of Pros and Cons:

1. City has the ability to develop additional security and inventory control measures for distributors with items stored on-site and transported. This could be considered a pro or con depending upon the City's desire to take on additional responsibility.

Testing Laboratories

As defined by the Bureau of Cannabis Control, Cannabis Testing Laboratories will be required to perform testing on cannabis goods to measure: cannabinoids, foreign material, heavy metals, microbial impurities, mycotoxins, moisture content and water activity, residual pesticides, residual solvents and processing chemicals and terpenoids. Additionally, edible cannabis products that contain more than one serving per unit will be tested for homogeneity to endure consistent concentrations of tetrahydrocannabinol (THC) or cannabidiol (CBD). Upon completion of the test, the laboratory generates a certificate of analysis that contains the results of the testing and whether the tested batch passed or failed. The owners of any testing laboratories are prohibited by law from having any level of ownership in any other type of cannabis business.

The Bureau of Cannabis Control has only issued 28 licenses for testing laboratories in all of California. These laboratories tend to be located in areas with a large amount of both cultivation and manufacturing. Since Oxnard has thus far banned all commercial cannabis activities, it seems unlikely that the City would be home to a testing laboratory in the near future. However, should the City choose to permit, regulate and encourage other cannabis business types, it is certainly possible that it may become an attractive location at some point in the future. Thus far it is assumed the City could support operation of one testing laboratory. The City has received one inquiry for operation of a cannabis testing laboratory in the City.

Summary of Pros and Cons:

1. City has the ability to develop additional security and inventory control measures while items are stored on-site and transported.
2. Testing labs don't have a possessory interest in the cannabis product. No ownership of actual product.

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3. City has the ability to impose more rigorous testing requirements if desired. However, this would require a level of regulatory expertise that most cities don't possess.
4. Testing labs pose lower public safety challenges because they have so little cannabis on the premises compared to other license types that they are far less likely to attract criminal activity, or to become a source of diversion.

Cultivation

Cannabis cultivation is generally divided into four basic categories: outdoor, indoor, mixed light (utilizing both natural and artificial light) and nursery. A combination of these cultivation techniques may occur at a site. Cultivation licenses allow for activities involving planting, growing, harvesting, drying, curing, grading and trimming. Depending on the cultivation method, the size, location, and setting of cannabis cultivation sites could vary.

Neighboring Santa Barbara County has the highest amount of licensed cannabis cultivation in California, but this has been accommodated largely through adaptive reuse of vacant industrial greenhouse infrastructure that Oxnard does not have. Any cannabis cultivation in Oxnard would likely be limited to indoors due to both the coastal climate and the urban environment. Oxnard has a large amount of Light Industrial-zoned properties, mostly located on the eastern edge of the City, with easy access to Highway 101.

The cannabis cultivation market in California has already exceeded its saturation point 3-times over, which suggests that there is not enough room for those growers already licensed, much less new entrants into the market.

Summary of Pros and Cons:

1. Revenue Potential.
2. Potential odor generated by cannabis use.
3. Potential theft/criminal activity.
4. Increase in use of water and electricity.
5. Dependent upon how the facility is designed, potential light pollution and light spill onto adjacent properties for green houses only.
6. Potentially high failure rate due to oversupply which may lead to volatile revenues and vacant properties/buildings.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

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Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

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. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

FINANCIAL IMPACT

There is no immediate financial impact to the City associated with this study session item. No action is anticipated for this item that would carry any immediate financial impact to the City. The precise amount of revenue to be generated is based upon the tax rate imposed and number of businesses. This estimate is not inclusive of any delivery tax revenue which could potentially be generated.

If the tax measure does not pass, then there is no tax revenue. The City would have the ability to collect the actual cost associated with the processing of permits, enforcement, inspection, and other legitimate governmental costs related to regulation of specific permittees. The following provides a comprehensive summary of the range of revenue potential:

Business Type	Number	Low tax rate	Revenue	High Tax Rate	Revenue
Retailer	13	4.0%	\$852,733	6.0%	\$1,279,100
Manufacturer	8	2.5%	\$500,000	4.0%	\$800,000
Distributor	3	2.0%	\$150,000	3.0%	\$225,000
Testing Lab	1	1%	\$20,000	2.5%	\$50,000

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Cultivation	2	1.4%	\$224,000	2.0%	\$320,000
Total			\$1,746,733		\$2,674,100

ATTACHMENTS:

Attachment A: Oxnard Tax and Feasibility Analysis FINAL



**Delivering Revenue, Insight
and Efficiency to Local Government**

Fiscal Analysis and Feasibility Study of the Commercial Cannabis Industry

**Prepared for
the
City of Oxnard**

June 7th, 2018

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I. Executive Summary

Cannabis cultivation, manufacturing, distribution and retail sales each offer different challenges and opportunities for the City. Ventura County is located directly between Santa Barbara County, which has the largest amount of licensed cultivation in the State, and Los Angeles County, with the largest consumer base in the State. Being located directly between the greatest supply and the greatest demand would make Oxnard well situated to attract manufacturing and distribution businesses, should it choose to.

The City of Oxnard has a large amount of land zoned for various industrial uses. The area East of North Rice Avenue has convenient access to Highway 101 and appears to be well-isolated from schools, parks, churches and residential areas. This area could be very well suited for a “Commercial Cannabis Overlay Zone”, in which commercial cannabis uses are principally permitted or otherwise encouraged or incentivized. Such an approach could also potentially attract a limited amount of indoor cannabis cultivation, though these businesses would likely have to be well capitalized to compete in an already oversaturated market.

Cannabis Retailers

We estimate that Oxnard could support between 8 and 18 retailers, with a midpoint of 13. HdL would encourage the City to take a cautious approach to permitting retailers by starting at the lower figure of 8. This will help ensure success for these businesses by dividing the same customer base among a smaller number of businesses. We project that a tax of 4% would generate \$852,733 in annual revenue, a tax of 5% would generate \$1,065,917, and a tax of 6% would generate \$1,279,100 in annual revenue to the City.

Cannabis Manufacturers

The manufacturing sector is still evolving and expanding, which presents significant opportunities for innovation, business development and job growth. In 2017, sales of ready-to-use cannabis products surpassed sales of cannabis flower for the first time, and the trend appears likely to continue into the future. Clear regulatory policies and competitive tax rates will be essential for attracting or holding on to this burgeoning sector. We believe that the City could support between 6 and 12 manufacturers, with a range of sizes. We estimate these businesses could generate between \$375,000 and \$1,200,000 in annual revenue for the City.

Distributors

Due to its location directly between the vast cannabis greenhouses of Santa Barbara County and the large consumer base of Los Angeles, we believe that Oxnard could be well-positioned to attract cannabis distributors. This would especially be the case if the City allowed (and was successful in attracting) a variety of other business types, including cultivators and manufacturers. We believe the City could reasonably attract 3 cannabis distributors with average receipts of \$2,500,000 per year.

Testing Laboratories

The Bureau of Cannabis Control has so far only issued licenses for 28 testing laboratories in all of California. These laboratories tend to be located in areas with a large amount of both cultivation and manufacturing. Since Oxnard has so far banned all commercial cannabis activities, it seems unlikely that the City would be home to a testing laboratory in the near future. However, should the City choose to

permit, regulate and encourage other cannabis business types, it is certainly possible that it may become an attractive location at some point in the future.

Cultivation

Neighboring Santa Barbara County has the highest amount of licensed cannabis cultivation in California, but this has been accommodated largely through adaptive reuse of vacant industrial greenhouse infrastructure that Oxnard does not have. Any cannabis cultivation in Oxnard would likely be limited to indoors due to both the coastal climate and the urban environment. Oxnard has a large amount of Light Industrial-zoned properties, mostly located on the Eastern edge of the City, with easy access to Highway 101.

The cannabis cultivation market in California has already exceeded its saturation point 3-times over, which suggests that there is not enough room for those growers already licensed, much less new entrants into the market. For this reason, our analysis here projects a cautious 10 indoor cultivation sites of various sizes within the City, which could generate between \$966,000 and \$1,380,000 in annual revenue for the City of Oxnard.

Summary

Applying the range of tax rates described in this report, we anticipate that the City of Oxnard could generate between \$2,488,733 and \$3,734,100 per year. These projections assume the number of each type of business below, which are based upon the midpoint assumptions for the number of each type of cannabis business discussed in this report.

Figure 1:

Business Type	Number	Low tax rate	Revenue	High Tax Rate	Revenue
Retailer	13	4.0%	\$852,733	6.0%	\$1,279,100
Manufacturer	8	2.5%	\$500,000	4.0%	\$800,000
Distributor	3	2.0%	\$150,000	3.0%	\$225,000
Testing Lab	1	1%	\$20,000	2.5%	\$50,000
Cultivation	10	1.4%	\$966,000	2.0%	\$1,380,000
Total			\$2,488,733		\$3,734,100

II. Introduction

The City of Oxnard has retained HdL Companies to provide a feasibility study to determine the number of businesses and types of businesses which would be sustainable in the City of Oxnard, should the City choose to permit them in the future. The City has also requested HdL provide a fiscal analysis of potential tax rates for the commercial cannabis industry, which will be used to inform discussions about a possible cannabis tax measure which may be placed on the November ballot. The City imposed a ban on all commercial cannabis businesses in November of 2017. On April 3rd of 2018, the City Council chose to relax this ban by making an exception to allow delivery of medical cannabis to qualified patients by non-storefront retailers. The City is not currently allowing sale or delivery of adult-use (non-medical) cannabis, nor is it considering permitting any other types of cannabis businesses. However, the City has requested that the analysis include these other business types as well.

The regulatory world around cannabis in California has changed dramatically in recent years. In 2015, the Governor signed 3 bills collectively called the Medical Marijuana Regulation and Safety Act. In November of 2016, California voters approved Proposition 64; the Adult Use of Marijuana Act. In the early part of 2017, the three State cannabis licensing agencies released a series of reports that provided a trove of valuable data about the industry. On June 27th the Governor signed SB 94, which merged the separate regulations for medical cannabis and adult use cannabis into a single regulatory framework. This was followed in September 2017 by the approval of AB 133 and, in November 2017 by the issuance of emergency regulations by the three licensing agencies. There are currently a number of bills in the legislature that would further modify and refine cannabis regulations in the State.

These ongoing changes have created a volatile and rapidly-evolving world for the commercial cannabis industry. Key among these changes is the imposition of overlapping State taxes which hover around 26% at retail before any local taxes are even contemplated. At the same time, numerous counties and cities have developed a wide range of local cannabis taxes, with a variety of rates and structures ranging from as low as 1% to as high as 25% of gross receipts (or their equivalent).

Cannabis cultivation, manufacturing, distribution and retail sales each offer different challenges and opportunities for the City. Retailers serve the local population, so the amount of product they sell and the amount of revenue they collectively generate is not greatly affected by the number of retailers through which that product flows. From a tax perspective, retail sales are a zero-sum game in that, eventually, new retailers simply cannibalize sales from existing ones.

III. The Cannabis Industry in Oxnard and the Neighboring Region

The California Department of Food and Agriculture's CalCannabis Division has estimated the amount of cannabis consumed by Californians at 2.5 million pounds per year, which provides a reasonable proxy for the size of the potential market. Legal adult-use cannabis is expected to increase this figure by just under 10% up to around 2.75 million pounds. However, CalCannabis estimates nearly 30% of the cannabis consumed in California will continue to be supplied by black market sources, which reduces the size of the available market for legal producers to a little less than 2 million pounds.

California has been issuing temporary licenses for commercial cannabis businesses since the beginning of the year. As of May 30th, CalCannabis has issued 3,664 cultivation licenses¹, capable of producing over 7.3 million pounds of cannabis per year. That amount is roughly three and a half times more cannabis than the State's legal buyers are anticipated to consume. This market over-saturation is a critical issue for local governments to consider, as there are far more growers seeking licenses in California than the limited size of the market can support. Were the State to issue no more licenses, we would expect a failure rate among cultivators of at least 60% in the first two years.

CalCannabis has not issued any commercial cultivation licenses anywhere in Ventura County. This suggests that neither Oxnard nor the County as a whole are going to be large players in the cultivation side of the cannabis industry. However, Ventura County is located directly between Santa Barbara County, which has the largest amount of licensed cultivation in the State, and Los Angeles County, with the largest consumer population in the State. Being located directly between the largest supply and the greatest demand could make Oxnard and the County well situated to attract manufacturing and distribution businesses, should they choose to.

Cannabis manufacturing presents the best opportunity for growing new businesses and jobs, but this sector has a high degree of mobility. The manufacturing segment is growing and expanding and offers lots of opportunity for innovation and job creation. Clear regulatory policies and competitive tax rates will be essential for attracting or holding on to this sector.

While retailers must be located to serve the local population, both cultivation and manufacturing have some option to move to other jurisdictions with a more advantageous regulatory climate. If the City were to decide that it wished to generate revenue by regulating and taxing any of these other commercial cannabis businesses, then it would be imperative to develop tax rates and structures that are acceptable or beneficial to those aspects of the industry it wishes to attract.

¹ A temporary license is a conditional license that allows a business to engage in commercial cannabis activity for a period of 120 days. A temporary license may be extended by 90 days if the licensee has submitted a complete application for an annual license to the Bureau. Of the 3,409 listed as of May 7th, 938 are shown as "About to Expire". It is unknown how many of these licensees may apply for, or receive, annual licenses.

IV. Cannabis Retailers

California provides a single license type for cannabis retailers (Type 10), though it is available in both M (Medical) or A (Adult Use) versions. The Bureau of Cannabis Control created an additional Type 9 license for non-storefront retailers which conduct retail cannabis sales exclusively by delivery. Local jurisdictions have the authority to allow either or both types of retailers, under either or both M and A designations.

In May, California's three cannabis licensing agencies readopted their emergency regulations for another 180-day period, with a number of minor changes. Among these changes was a provision that applicants may now obtain a single license to conduct both medicinal and adult-use cannabis activity. Additionally, licensees may continue to engage in commercial cannabis activities with other licensees regardless of their A or M designation.

Data collected for a Standardized Regulatory Impact Assessment conducted for the Bureau of Medical Cannabis Regulation (now Bureau of Cannabis Control)ⁱ found that 57% of cannabis retailers statewide use a storefront location, while 47% conduct business using a delivery service. The 4% overlap in the results represents retailers that sell through both a storefront and a delivery service. This 4% figure is believed to be an underestimate due to certain reporting requirements.

To estimate the number of cannabis retailers and/or delivery services that the City of Oxnard could support, we will first look for any existing available data about the existing unlicensed businesses currently serving the area. Confidential data from the California Department of Tax and Fee Administration (CDTFA) shows 6 businesses in Oxnard reporting retail sales taxes related to cannabis. Only 4 of these are listed as active, and only 1 shows any reported local sales tax receipts in the past 3 quarters. The amount reported is less than a quarter of what we would expect to see for even the smallest of retailers.

In Ventura County as a whole, there are 36 such businesses, with 30 showing as active. Of these, the vast majority reported little or nothing in the way of receipts. Four businesses, including the one in Oxnard, reported combined sales tax of \$11,003, which would equal \$1,100,300 in gross receipts. The average of these 4 businesses is \$275,000 per year in gross receipts.

The Weedmaps website (weedmaps.com) shows 25 cannabis delivery businesses located in the City of Oxnard, with an additional 47 businesses in the neighboring cities of Port Hueneme, Ventura and Camarillo. Combined, Weedmaps lists 72 cannabis delivery businesses that appear to serve the Oxnard area.

HdL has reviewed confidential sales tax data for over 1,400 cannabis-related businesses. This data suggests that gross receipts for cannabis retailers commonly range from \$1 million to \$2.5 million in smaller communities, and up to \$4.5 million in large, urban areas. The receipts provided to the CDTFA by the 4 reporting retailers County-wide, including the one in Oxnard, are all well below the low end of this range.

The existing data for Oxnard and Ventura County is incomplete and internally inconsistent. What data we are able to generate from the CDTFA reporting is well below the averages we see elsewhere in the State, and does not appear to be a reliable indicator. For these reasons, we shall use statewide averages for developing our estimates.

The number of cannabis retailers that a city or county can support may be estimated based upon population. A 2015 survey by the Humboldt Institute for Interdisciplinary Marijuana Research (HIIMR)ⁱⁱ found an average of 4-6 retailers (or dispensaries) for every 100,000 people statewide, and likely more

in communities with higher social acceptance and use. This would suggest that the City of Oxnard, with a population of 208,000 people, could likely support around 13 cannabis retailers.

Estimates of the percentage of the population that uses cannabis on a regular basis vary from around 10% to 13%ⁱⁱⁱ, up to as high as 22%^{iv}. For the City of Oxnard, this would mean somewhere between 20,800 and 45,460 potential cannabis consumers. Storefront recreational and adult-use cannabis retailers typically average around 120 customers per day^v, with a total customer base of around 2,500 customers. From this, we can assume that overall cannabis consumers in Oxnard could support between 8 and 18 retailers, which supports the average of 13 from the HIIMR study. Limiting sale and delivery to medical cannabis users, only, would reduce this figure, though the unavailability of 'recreational' cannabis would likely lead to a much higher portion of sales falling under the "medical" banner than would otherwise be the case. In either case, HdL would encourage the City to take a cautious approach to permitting retailers by starting at the lower figure of 8. This will help ensure success for these businesses by dividing the customer base among a smaller number of retailers.

93% of consumers travel less than 20 minutes or less to make most purchases, with distances of 15-20 miles reserved for more infrequent purchases such as clothing and specialty stores^{vi}. Typically, we would expect to see a minimum of 30% of cannabis consumers using delivery services to purchase their cannabis. The California Growers Association suggest that this percentage is as high as 55%^{vii}. However, the lack of storefront retailers within any reasonable distance would likely push this figure even higher. For this analysis, we will assume a low estimate of 30% and a high estimate of 60%, to give us a mid-point average of 45%.

The gross receipts for retailers is variable depending upon the number of retailers serving a given population, so it's reasonable to expect that more retailers will mean fewer customers for each and, thus, lower gross receipts. Dispensaries are the only cannabis business that specifically serves the local community, rather than feeding into the statewide market, and so the number of dispensaries can be assumed to be somewhat proportional to the local population. Consumer demand for cannabis is assumed to generally be a constant, regardless of its legal status or the availability of dispensaries, and so it's reasonable to expect that more dispensaries will mean fewer customers for each and, thus, lower gross receipts.

However, there will always be an upper limit. We anticipate that providing greater access to dispensaries or retailers would initially facilitate a shift in cannabis purchases happening through legal, regulated means rather than through the black market, especially for non-medical cannabis. Eventually, though, the local cannabis market will reach saturation, at which point new cannabis retailers will simply cannibalize sales from existing retailers. The taxable amount of gross sales will likely plateau at some point, regardless of the number of retailers.

The most common approach for taxing other commercial cannabis activities is a tax on the gross receipts of the business. HdL has reviewed confidential data for over 1,400 sales tax accounts for cannabis-related businesses. This data suggests that gross receipts for retailers commonly range from \$1,000,000 to \$4,000,000, with a midpoint around \$2,500,000. However, based on HdL's review of proformas for retailers in the South Coast region, we anticipate that 2.5 high end.

Under California's regulatory program, it is anticipated that consumers will have little reason to purchase cannabis in the medical segment rather than buying in the adult use segment. Both medical and adult use cannabis will pay the State cultivation tax and excise tax, with the only advantage being an exemption from regular sales tax for qualifying patients with a state-issued identification card. Currently there are only 6,172 such cardholders in California, and just 123 in Ventura County^{viii}. Eligibility for this limited sales tax exemption will cost consumers approximately \$100 per year, plus time and

inconvenience, for a savings of 7.75% in the City of Oxnard. It's anticipated that this will provide no price advantage for the vast majority of cannabis consumers^{ix}.

The Bureau of Cannabis Control projects that more than half of the adult use purchases currently in the black market will transition to the legal market to avoid the inconvenience, stigma and risks of buying unknown product through an unlicensed seller^x. Essentially, the easier, cheaper and more reliable it is for consumers to access quality cannabis legally, the less reason they will have to purchase it through the black market. That same study projects that 60% of those currently in the legal, medical cannabis market will shift to the adult use market, for the reasons noted above. The availability of legal adult use cannabis is also anticipated to produce a small 9.4% increase in consumer demand.

The shift from medical to adult use sales is not expected to change the overall volume of sales, only the category into which they fall. Once the legal, adult use market is properly functioning, it is anticipated to capture about 61.5% of the overall cannabis market in California. The legal medical cannabis market is projected to decline to just 9% of the overall market. The other 29.5% is expected to remain in the black market^{xi}.

V. Common Tax Rates

Though the City of Oxnard is currently only considering permitting cannabis delivery services, the City's proposed tax ordinance establishes rates for all cannabis businesses types which may be permitted in the future. HdL is currently working with 25 local governments around California on tax measures for the upcoming June and November 2018 ballots. The proposed rates are consistent with these other ballot measures, and preview what we see as evolving statewide norms for the industry.

Cultivation is most commonly taxed by square footage, rather than gross receipts. The common rates we are seeing for mixed-light cultivation are between \$4 and \$7 per square foot. The range for nurseries is between \$1 and \$2 per square foot. The rates for other cannabis businesses are commonly from 2% up to 6% of gross receipts.

Testing laboratories, as an exception, fall between 1% and 2%, in recognition of the quasi-regulatory function they provide. Some jurisdictions are choosing to not apply any tax to testing laboratories, as they provide a State mandated semi-regulatory function. These rates are shown in Figure 2.

Figure 2:

Common Local Tax Rates Among 2018 Ballot Measures		
Cannabis Business Type	Initial Rate	Maximum Rate
Cultivation (outdoor)	\$2 per square foot	\$4 per square foot
Cultivation (mixed-light)	\$4 per square foot	\$7 per square foot
Cultivation (indoor)	\$7 per square foot	\$10 per square foot
Nurseries	\$1 per square foot	\$2 per square foot
Manufacturing	2.5% of gross receipts	4% of gross receipts
Distribution	2% of gross receipts	3% of gross receipts
Retail	4% of gross receipts	6% of gross receipts
Testing	1% of gross receipts	2.5% of gross receipts

VI. Revenue Projections for Cannabis Retailers

These revenue projections are based upon the various assumptions in the preceding analysis. For each assumption, we have provided a range of three estimates: low, medium and high. As discussed previously, we estimate that cannabis consumers make up anywhere from 10% to 22% of the City's population, with a midpoint of 13%. From this figure, we then apply a range of assumptions for the percentage of consumers who use delivery services for their purchases. This ranges from 30% up to 60%, with a midpoint of 45%. These two assumptions yield an estimate of cannabis delivery customers from a low of 6,250 to a high of 27,456, with a midpoint of 12,168.

The average cannabis transaction is \$73, and average frequency of purchases is twice a month^{xii}. Applying these figures to the customer base, above, we develop a range of gross receipts generated by Oxnard residents of between \$10,932,480 and \$48,102,912, with a midpoint of \$21,318,336.

The City is proposing that cannabis retailers be taxed at an initial rate of 4%, which may be increased to a maximum rate of 6%. When we apply these rates to the mid-point estimate of gross receipts, we project that a tax of 4% would generate \$852,733 in annual revenue, a tax of 5% would generate \$1,065,917, and a tax of 6% would generate \$1,279,100 in annual revenue to the City. These estimates are shown in Figure 3, below.

Figure 3:

Revenue Projections for Cannabis Delivery Tax in the City of Oxnard			
	Low Estimate	Mid-Point Estimate	High Estimate
City population	208,000	208,000	208,000
Percentage of population that uses cannabis	10.0%	13.0%	22.0%
Number of cannabis users	20,800	27,040	45,760
Percentage of cannabis users that use delivery	30.0%	45.0%	60.0%
Number of delivery customers	6,240	12,168	27,456
Average transaction amount	\$73	\$73	\$73
Transaction frequency (per month)	2	2	2
Monthly gross receipts	\$911,040	\$1,776,528	\$4,008,576
Annual gross receipts	\$10,932,480	\$21,318,336	\$48,102,912
Annual revenue by tax rate (below)			
4%	\$437,299	\$852,733	\$1,924,116
5%	\$546,624	\$1,065,917	\$2,405,146
6%	\$655,949	\$1,279,100	\$2,886,175

VII. State Tax Considerations

To determine what local tax rates might be most appropriate, they must be considered in the context of other taxes imposed by the State. Any local taxes will be in addition to those taxes applied through the Adult Use of Marijuana Act (AUMA), which imposes both a 15% excise tax on purchases of cannabis or cannabis products and a separate cultivation tax on harvested cannabis that enters the commercial market, as well as sales tax. Taxes are most commonly expressed as a percent of price or value, so some method of conversion is necessary to allow development of an appropriate cultivation tax based on square footage.

Figure 4:

Cumulative Cannabis Taxes- HdL Companies			
Category	Amount	Increase	Cumulative Price
Producer Price	\$1,000	\$1,000	\$1,000
State Cultivation Tax	\$9.25/oz	\$148	\$1,148
Local Tax	2.50%	\$25	\$1,173
Batch Testing	\$50/lb, + 0.50%	\$55	\$1,228
Wholesale Price w/ Taxes		\$1,228	
Total Tax at Wholesale		\$228	
Tax as %		22.80%	
Manufacturer Markup	20.00%	\$246	\$1,474
Local Tax	4.00%	\$59	\$1,533
Total Manufacturer Price		\$1,533	
Total Taxes at Manufacturer		\$287	
Total Tax as %		18.72%	
Distributor Markup	30.00%	\$460	\$1,992
Local Tax	3.00%	\$60	\$2,052
Total Distributor Price		\$2,052	
Total Taxes at Distributor		\$347	
Total Tax as %		16.90%	
Retailer Markup	100.00%	\$2,052	\$4,104
Local Tax	6.00%	\$246	\$4,350
State Excise Tax	15.00%	\$616	\$4,966
Total Retailer Price		\$4,966	
Total Taxes at Retail		\$1,209	
Total Tax as %		24.34%	
CA Sales Tax (non-medical)	6.25%	\$310	\$5,276
Local Sales Tax	1.00%	\$50	\$5,326
Total Taxes at Retail		\$1,569	
Total Tax as %		29.45%	
Total Local Tax		8.25%	\$439.62

The State cultivation tax is set at a rate of \$9.25 per ounce of dried flower or \$2.75 per ounce of dried leaf. Because these rates are set per ounce, rather than as a percentage of price paid, the tax is the same whether the cultivator is producing commercial-grade cannabis at \$500 per pound or top-grade cannabis at \$2,500 per pound. The cultivator is generally responsible for payment of the tax, though that responsibility may be passed along to either a manufacturer or distributor via invoice. at the time the product is first sold or transferred. The distributor is responsible for collecting the tax from the cultivator upon entry into the commercial market, and remitting it to the Board of Equalization.

The cultivation tax of \$9.25 per ounce of dried flower is equivalent to \$148 per pound. Just a year ago, HdL would have assumed an average wholesale market price for dried flower of around \$1,480 per pound, which would make that \$148 equal to 10% of value. Since then, however, prices have plummeted. Competitive market forces enabled by legalization have brought the average price for indoor cannabis down to around \$1,000 per pound, or even less (cannabis prices vary greatly based on quality of the product)^{xiii}.

Conversations with cannabis industry trade groups suggest that the cumulative tax rate on the end product should remain at or around 30%. Higher rates create too much price disparity between legal and illegal cannabis, making it harder for the regulated industry to compete with the black market. Higher local tax rates can also make a county or city less attractive to the industry, especially for manufacturers and distributors, which have greater flexibility in choosing where to locate. We believe that setting rates that adhere to this 30% rule will help keep the local cannabis industry competitive with other cultivators across California, thus encouraging the transition to a legal industry.

Figure 4 shows how the cumulative tax rate on adult-use cannabis builds as the product moves towards market. The value of the product increases as it moves through the supply chain towards market, with manufacturers, distributors and retailers each adding their own markup. Testing laboratories do not add a direct markup to the product, but the cost of testing and the loss of a small test sample can add around \$55 per pound. Any or all of these activities may be taxed.

This model assumes a hypothetical case where cultivation, manufacturing, testing, distribution and retail sale all happen within the same jurisdiction and are thus all subject to that jurisdiction's tax rates. In actuality, this is unlikely to be the case. Manufacturers may work with product purchased from anywhere in California, and may sell their product to retailers elsewhere, as well. The cumulative tax burden for any product at retail sale will almost always include a variety of tax rates from numerous jurisdictions.

VIII. Cannabis Manufacturers

The manufacturing sector is still evolving and expanding, which presents significant opportunities for innovation, business development and job growth. The range of products being produced includes an ever-increasing variety of edibles such as candies, cookies, dressings, and infused drinks. Manufacturers may produce their own extract on site, or they may buy extract from other Type 6 or Type 7 licensees. Much like any other industry, cannabis manufacturers often depend upon other businesses to supply them with the various materials or components that go into their final product. These suppliers do not have to be located in or even near the same jurisdiction as the final manufacturer, and may be located anywhere throughout the state.

Some manufacturers may handle all steps from extraction to packaging the end product in the form of vape pens or other such devices. Others may handle only discreet steps, such as making the raw BHO, which is then sold either directly to retailers or to a Type N manufacturer who will package it into vapor cartridges or other end consumer products. Manufacturers also produce a wide variety of tinctures, as well as topicals such as cannabis infused lotions, salves, sprays, balms, and oils.

As of June 4th, the Manufactured Cannabis Safety Branch (MCSB) of the California Department of Public Health has issued 668 temporary licenses statewide. Of these, 341 are for non-volatile extraction, 230 are for volatile extraction, 76 are for non-extraction manufacturing and 21 are for packaging and labeling. These 668 licenses are held by 398 unique businesses. Most of the duplicate licenses held by a single manufacturer are to allow for both “A” (Adult Use) and “M” (Medicinal Use) manufacturing.

MCSB has not issued any manufacturing licenses either in Oxnard or anywhere else in Ventura County. However, Ventura County is located directly between Santa Barbara County, which has the largest amount of licensed cultivation in the State, and Los Angeles County, with the largest consumer population in the State. Being located directly between the largest supply and the greatest demand could make Oxnard and the County well situated to attract manufacturing and distribution businesses, should they choose to.

MCSB estimates that there are approximately 1,000 cannabis manufacturing businesses in California, employing 4,140 people. This is an average of 4 new jobs per manufacturer, though this figure likely varies significantly depending on the size and nature of the business.

HdL has reviewed pro-formas for numerous cannabis manufacturers seeking permits in counties and cities throughout California. From this review we have seen a range of gross receipts from around \$1 million to over \$5 million, with an average in the range of \$2 million to \$3 million. For our analysis, we assume that the City could support between 6 and 12 manufacturers, with a range of sizes. We shall use an average of \$2.5 million for purposes of this analysis. When we apply the range of tax rates being considered by the City, these businesses could generate between \$375,000 and \$1,200,000 in annual revenue for the City, as shown in Figure 5.

Commercial Manufacturers						
Type 6/7/N/P Manufacturer	# of Licenses	Avg Gross Receipts	Total Gross Receipts	Revenue @ 2.5% Tax Rate	Revenue @ 3.0% Tax Rate	Revenue @ 4.0% Tax Rate
Manufacturers	6	\$2,500,000	\$15,000,000	\$375,000	\$450,000	\$600,000
Manufacturers	8	\$2,500,000	\$20,000,000	\$500,000	\$600,000	\$800,000
Manufacturers	12	\$2,500,000	\$30,000,000	\$750,000	\$900,000	\$1,200,000

Figure 5:

IX. Distributors and Testing Laboratories

The business model for distributors is based on a percentage markup on the price paid to their suppliers. This markup is commonly 20% to 30%. While there is not an abundance of data to determine the average gross receipts for distributors, HdL has reviewed a number of pro-formas for distributors seeking licenses in other jurisdictions. These indicate anticipated gross receipts in the range of \$2 million to \$3 million per year, with an average of \$2.5 million.

Due to its location directly between the vast cannabis greenhouses of Santa Barbara County and the large consumer base of Los Angeles, we believe that Oxnard could be well-positioned to attract cannabis distributors. This would especially be the case if the City allowed (and was successful in attracting) a variety of other business types, including cultivators and manufacturers. For purposes of this analysis, we assume the City may attract 3 cannabis distributors with average receipts of \$2,500,000 per year.

The Bureau of Cannabis Control has so far only issued licenses for 28 testing laboratories in all of California. These laboratories tend to be located in areas with a large amount of commercial cannabis activity. Since Oxnard has so far banned all commercial cannabis activities, it seems unlikely that the City would be home to a testing laboratory in the near future. However, should the City choose to permit and regulate other cannabis business types, it is certainly possible that it may become an attractive location at some point in the future.

We have included 1 testing laboratory in our analysis to show the amount of revenue that could potentially be generated, though we would recommend that the City not use this figure in its own projections. Pro formas reviewed by HdL suggest average gross receipts of \$2,000,000 for testing laboratories.

Applying the proposed rates from the City's draft tax ordinance to both distributors and testing laboratories, we estimate that 3 distributors could generate between \$150,000 and \$225,000 for the City. Were the City to be home to a testing laboratory, we would expect it to generate between \$20,000 and \$50,000 in annual revenue. These estimates are shown in Figure 6.

Figure 6:

Distributors and Testing							
License Type	# of Licenses	Avg Gross Receipts	Total Gross Receipts	Revenue @ 1.0% Tax Rate	Revenue @ 2.0% Tax Rate	Revenue @ 2.5% Tax Rate	Revenue @ 3.0% Tax Rate
Distributors	3	\$2,500,000	\$7,500,000		\$150,000	\$187,500	\$225,000
Testing	1	\$2,000,000	\$2,000,000	\$20,000	\$40,000	\$50,000	

X. Cultivation

The CalCannabis Division of the California Department of Food and Agriculture has been issuing temporary cultivation licenses since January 1st. As of May 30th, CalCannabis has not issued any licenses in the City of Oxnard, or anywhere in Ventura County. However, a survey by CDFA in August 2016 found 233 respondents registering interest in obtaining one or more of the available cultivation license types. The methods used for the survey were not statistically robust, and so we generally do not rely upon them for accuracy. However, this survey does indicate that there is perhaps a dormant demand for legal commercial cannabis cultivation in Ventura County, should it be permitted.

Neighboring Santa Barbara County has the highest amount of licensed cannabis cultivation in California, with 907 licenses comprising 28% of all such licenses in the State. The vast majority of this cultivation has been accommodated through adaptive reuse of vacant industrial greenhouse space. The climate in Oxnard is very similar to Santa Barbara, and so would be similarly conducive to greenhouse cultivation. However, the reality of the City's urban land use patterns would likely limit the opportunities for how and where cultivation could take place.

A Google Earth survey of the City indicates that there are approximately 400 acres of agricultural lands within the City limits, but outdoor cultivation in these locations would likely be problematic. Though Oxnard's temperate climate may be attractive, coastal humidity can lead to problems with mold and fungus. In addition, adjacency to other industrial agriculture crops can cause issues with pesticide drift. Either of these issues could lead to crops being rejected for contamination due to the strict testing requirements.

About 13 acres of agricultural land appear to have hoop-style greenhouses, but these are generally not sufficient for protecting cannabis from the high humidity of a coastal environment. While it is possible that new greenhouses could be erected for cultivation, it may prove to be cost prohibitive or uncompetitive with other locations where available and adaptable greenhouse infrastructure already exists.

It is far more likely that any cannabis cultivation in Oxnard would be limited to indoors due to both the coastal climate and the urban environment. Most jurisdictions limit indoor cultivation to industrial-zoned districts. Oxnard has a large amount of Light Industrial-zoned properties, mostly located on the Eastern edge of the City. The City likely has enough indoor industrial space to accommodate a large number of cultivators, but we believe that the actual number of such businesses would likely be fairly modest.

The cannabis cultivation market in California has already exceeded its saturation point 3-times over, which suggests that there is not enough room for those growers already licensed, much less new entrants into the market. The 907 licensed cultivators in neighboring Santa Barbara are capable of producing over 1.5 million pounds of cannabis per year, which is around 75% of the amount of legal cannabis consumed by all Californians combined. The 770 licensed growers in Humboldt County could theoretically produce over 1.2 million pounds per year. With this much oversupply, we anticipate a failure rate of 60% to 70% among currently licensed cannabis growers in the next year and a half.

For this reason, our analysis here projects a cautious 10 indoor cultivation sites in the City. We shall assume 2 "specialty" licenses (up to 5,000 square foot), 4 "small" licenses (up to 10,000 square feet) and 4 "medium" licenses (up to 22,000 square feet).

For analyses such as this, we typically assume that indoor cultivation is able to utilize the entire cultivation area as canopy, and that the site is able to produce 4 harvest cycles per year (many indoor cultivators produce 5 or 6 cycles per year, but 4 is a more reliable and more conservative figure for

making projections). We also assume a yield of .125 pounds per square foot of canopy, and an average market price of \$1,000 per pound.

Figure 7:

Square Footage Tax as an Equivalent Percent of Value									
Indoors Cultivation Size	Canopy Area (sq ft)	Harvest Cycles /Year	Yield (lbs)	Value @ \$1,000/lb	Tax Rate \$7.00/sf	Total Annual Tax Paid	Tax Rate per Cycle	Tax per Pound	Tax as Percent of Value
Small	10,000	4	5,000	\$5,000,000	\$7.00	\$70,000	\$1.75	\$14.00	1.40%
Small	10,000	4	5,000	\$5,000,000	\$8.50	\$85,000	\$2.13	\$17.00	1.70%
Small	10,000	4	5,000	\$5,000,000	\$10.00	\$100,000	\$2.50	\$20.00	2.00%

Applying these assumptions to a theoretical 10,000 square foot indoor grow allows us to convert or compare the impact of a square footage tax with a tax by weight or by gross receipts (shown here as an equivalent percentage of value). As shown in Figure 7, above, a tax rate of \$7 per square foot of indoor cultivation is equal to \$14 per pound, or 1.4% of value. A tax of \$8.50 is equal to \$17 per pound, or 1.7% of value, and a tax of \$10 per square foot is equal to \$20 per pound or 2.0% of value.

Figure 8, below, shows the estimated gross receipts ("Value @ \$1,000/lb") that could be generated by each of the three different size classes, and the total annual tax that would be paid by each with a tax rate of \$7 per square foot.

Figure 8:

Indoor Cultivation Tax per Square Foot									
Indoors Cultivation Size	Canopy Area (sq ft)	Harvest Cycles /Year	Yield (lbs)	Value @ \$1,000/lb	Tax Rate \$7.00/sf	Total Annual Tax Paid	Tax Rate per Cycle	Tax per Pound	Tax as Percent of Value
Specialty	5,000	4	2,500	\$2,500,000	\$7.00	\$35,000	\$1.75	\$14.00	1.40%
Small	10,000	4	5,000	\$5,000,000	\$7.00	\$70,000	\$1.75	\$14.00	1.40%
Medium	22,000	4	11,000	\$11,000,000	\$7.00	\$154,000	\$1.75	\$14.00	1.40%

Figure 9 builds on the previous two charts to show the amount of annual tax revenue that could be generated by applying tax rates of \$7, \$8.50 and \$10 per square foot to the selected number of each license type (2 specialty, 4 small and 4 medium). A tax of \$7 per square foot could generate \$966,000 in annual revenue for the City of Oxnard. A tax rate of \$8.50 could generate \$1,173,000, and a rate of \$10 per square foot could generate \$1,380,000.

Figure 9:

Annual Revenue Generated by Different Tax Rates							
Indoors Cultivation Size	Canopy Area (sq ft)	Qty	Average Gross Receipts	Combined Gross Receipts	Tax Revenue at \$7/sf	Tax Revenue at \$8.50/sf	Tax Revenue at \$10/sf
Specialty	5,000	2	\$2,500,000	\$5,000,000	\$70,000	\$85,000	\$100,000
Small	10,000	4	\$5,000,000	\$20,000,000	\$280,000	\$340,000	\$400,000
Medium	22,000	4	\$11,000,000	\$44,000,000	\$616,000	\$748,000	\$880,000
TOTAL					\$966,000	\$1,173,000	\$1,380,000

XI. Summary

Applying the range of tax rates described in this report, we anticipate that the City of Oxnard could generate between \$2,488,733 and \$3,734,100 per year. These projections assume the number of each type of business below, which are based upon the midpoint assumptions for the number of each type of cannabis business discussed in this report.

Figure 10:

Business Type	Number	Low tax rate	Revenue	High Tax Rate	Revenue
Retailer	13	4.0%	\$852,733	6.0%	\$1,279,100
Manufacturer	8	2.5%	\$500,000	4.0%	\$800,000
Distributor	3	2.0%	\$150,000	3.0%	\$225,000
Testing Lab	1	1%	\$20,000	2.5%	\$50,000
Cultivation	10	1.4%	\$966,000	2.0%	\$1,380,000
Total			\$2,488,733		\$3,734,100

XII. Appendix

Legal and Regulatory Background for California	Page 20
General Economic Impacts	Page 24
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Legal and Regulatory Background for California

The legal and regulatory status of cannabis in the State of California (“State”) has been continually evolving ever since the passage of Proposition 215, the Compassionate Use Act of 1996 (“the CUA”), which de-criminalized the use, possession and cultivation of cannabis for qualifying patients and their primary caregivers when such use has been recommended by a physician. The CUA did not create any regulatory program to guide implementation, nor did it provide any guidelines for local jurisdictions to establish their own regulations.

The lack of legal and regulatory certainty for medical marijuana (or cannabis) continued for nearly 20 years, until the passage of the Medical Cannabis Regulation and Safety Act (“MCRSA”) in October of 2015. MCRSA created a State licensing program for commercial medical cannabis activities, while allowing counties and cities to maintain local regulatory authority. MCRSA required that the State would not issue a license without first receiving authorization by the applicable local jurisdiction.

Under MCRSA, commercial medical cannabis activities are regulated by a variety of State agencies. The California Department of Food and Agriculture (CDFA) established a new CalCannabis division, which will create, issue, and suspend or revoke licenses for the cultivation of medical cannabis. The Bureau of Medical Cannabis Regulation (later renamed the Bureau of Cannabis Control, or BCC) in the Department of Consumer Affairs, will administer, enforce, create, issue, renew, discipline, suspend, and/or revoke licenses for distributors, testing laboratories, and retailers. The California Department of Public Health’s newly created Manufactured Cannabis Safety Branch (MCSB), will license cannabis product manufacturers, and will develop standards for the production and labeling of all medical cannabis products.

On November 8, 2016, the voters of the State of California approved Proposition 64, the Adult Use of Marijuana Act (“the AUMA”), which allows adults 21 years of age or older to legally grow, possess, and use marijuana for non-medical purposes, with certain restrictions. The AUMA requires the State to regulate non-medical marijuana businesses and tax the growing and selling of medical and non-medical marijuana. Cities and counties may also regulate non-medical marijuana businesses by requiring them to obtain local permits or restricting where they may be located. Cities and counties may also completely ban marijuana related businesses if they so choose.

On June 27, 2017, the State of California passed SB 94, which repealed MCRSA and incorporated certain provisions of MCRSA into the licensing provisions of AUMA. These consolidated provisions are now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA). MAUCRSA revised references to “marijuana” or “medical marijuana” in existing law to instead refer to “cannabis” or “medicinal cannabis,” respectively. MAUCRSA generally imposes the same requirements on both commercial medicinal and commercial adult-use cannabis activity, with certain exceptions.

All State license types other than Type 8 Testing Laboratories shall be designated either “A” for Adult Use or “M” for Medical”. A single licensee will be allowed to hold both A and M licenses, but it’s unclear whether they will be able to operate both on the same premises.

MAUCRSA incorporated the Type 5, 5A and 5B cultivation licenses from AUMA, which will allow for cannabis farms of unlimited size. No Type 5 licenses will be issued before 2023, however, and local jurisdictions will still retain the authority to disallow or limit the size of cannabis cultivation. It is anticipated that CDFA will limit the number of Type 5 licenses, but this is not yet clear.

AUMA and MAUCRSA eliminated the Type 12 Cannabis Transporter license type from MCRSA. Instead, cannabis cultivators, manufacturers and retailers (but not testing laboratories) are now allowed to

transport their own product, provided they have a separate distributor license. Independent cannabis distributors will likely pick up a larger portion of that business, too. In its place, MAUCRSA incorporated the Type 12 license for cannabis “Microbusinesses” from AUMA, which allows a combined non-medical cannabis business with up to 10,000 square feet of cultivation, and which can manufacture, distribute and sell their product on-site to retail customers, provided they meet all of the individual license requirements for all of the activities they choose to undertake.

MAUCRSA also made a fundamental change to the local control provisions. Under MCRSA, an applicant could not obtain a State license until they had a local permit. Under MAUCRSA, an applicant for a State license does not have to first obtain a local permit, but they cannot be in violation of any local ordinance or regulations. The State licensing agency shall contact the local jurisdiction to see whether the applicant has a permit or is in violation of local regulations, but if the local jurisdiction does not respond within 60 days, then the applicant will be presumed to be in compliance and the State license will be issued.

On September 16, 2017, Governor Brown signed AB 133, which makes a number of major and minor “clean up” changes to the State’s regulations, most notably regarding vertical integration. MAUCRSA authorizes a person to apply for and be issued more than one license only if the licensed premises are separate and distinct. With the passage of AB 133, a person or business may co-locate multiple license types on the same premises, allowing a cultivator to process, manufacture or distribute their own product from a single business location. This includes the allowance to cultivate, manufacture, distribute or sell cannabis for both medical and adult use from a single location. However, these allowances are still subject to local land use authority, so anyone seeking to operate two or more license types from a single location would be prohibited from doing so unless local regulations allow both within the same zone.

Most recently, on November 16th, the three State licensing agencies simultaneously issued emergency regulations to implement these many new laws. These emergency regulations were closely based upon draft regulations that had been released for review the previous Spring. Those draft regulations were withdrawn after the passage of SB 94, as they had been based upon the now-defunct MCRSA. The draft regulations made a number of interpretive changes to the regulatory framework defined by the various pieces of legislation. Most of these were small, but some are more significant.

Figure 11 (next page) lists the 30 different license types currently available from the State. Of these, 29 are available under either A (Adult Use) or M (Medical). Only the Type 8 Testing license does not distinguish between these categories. All told, there are 59 different licenses and variations available.

State License Types Under MAUCRSA					
Type	Activity	Description	Details	Licensing Agency	Notes
1	Cultivation	Outdoor; Specialty, Small	Up to 5,000 sf, or 50 plants on non-contiguous plots	CDFA	A, B
1A	Cultivation	Indoor; Specialty, Small	501 sf - 5,000 sf	CDFA	A, B
1B	Cultivation	Mixed-Light; Specialty, Small	2,501 sf - 5,000 sf	CDFA	A, B, C
1C	Cultivation	Outdoor/indoor/mixed; Specialty Cottage, Small	Up to 25 plants outdoor; up to 2,500 sf mixed light; up to 500 sf indoor	CDFA	A, B, C
2	Cultivation	Outdoor; Small	5,001 sf - 10,000 sf	CDFA	A, B
2A	Cultivation	Indoor; Small	5,001 sf - 10,000 sf	CDFA	A, B
2B	Cultivation	Mixed Light, Small	5,001 sf - 10,000 sf	CDFA	A, B, C
3	Cultivation	Outdoor; Medium	10,001 sf - one acre	CDFA	A, B, D
3A	Cultivation	Indoor; Medium	10,001 sf - 22,000 sf	CDFA	A, B, D
3B	Cultivation	Mixed-Light; Medium	10,001 sf - 22,000 sf	CDFA	A, B, C, D
4	Cultivation	Nursery	Seeds, clones, immature plants only	CDFA	A, B
5	Cultivation	Outdoor; Large	Greater than 22,000 sf	CDFA	A, B, E
5A	Cultivation	Indoor; Large	Greater than 22,000 sf	CDFA	A, B, E
5B	Cultivation	Mixed-Light; Large	Greater than 22,000 sf	CDFA	A, B, C, E
	Cultivation	Processor	Trimming, drying or packaging of non-manufactured cannabis only	CDFA	A, B, F
6	Manufacturer 1	Extraction; Non-volatile	Non-volatile extraction only, infusion, packaging and labeling	MCSB	A, B
7	Manufacturer 2	Extraction; Volatile	Volatile or non-volatile extraction, infusion, packaging and labeling	MCSB	A, B
N	Manufacturer	Packaging and Labeling	No extraction allowed	MCSB	A, B, F
P	Manufacturer	Infusion for Edibles, Topicals	No extraction allowed	MCSB	A, B, F
8	Testing		Shall not hold any other license type	BCC	A
9	Retailer	Delivery only	No storefront allowed	BCC	A, B
10	Retailer	Retail sale and delivery		BCC	A, B, F
11	Distributor		Various categories based on size	BCC	A, B
12	Microbusiness	Cultivation, Manufacturer 1, Distributor and Retailer	< 10,000 sf of cultivation; must meet requirements for all license types	BCC	A, B
	Self-Distribution		Distribution of own cannabis or cannabis products only	BCC	A, B, F
	Event Organizer		Up to 10 cannabis events annually	BCC	A, B, F
CDFA	California Department of Food and Agriculture, CalCannabis Division				
MCSB	California Department of Public Health, Manufactured Cannabis Safety Branch				
BCC	Bureau of Cannabis Control				
A	All license types valid for 12 months and must be renewed annually				
B	All license types except Type 8 Testing must be designated either "A" (Adult Use) or "M" (Medical)				
C	Mixed-light cultivation licenses classified as either Tier 1 (6 watts/sf or less) or Tier 2 (6 watts/sf up to 25 watts/sf)				
D	A person shall be limited to 1 Medium license of any type until January 1, 2023				
E	No Type 5 licenses shall be issued before January 1, 2023				
F	Established by licensing agencies through rulemaking process				

Figure 11:
HdL Companies

The emergency regulations established a number of new license types, which fill in some gaps in the industry chain. CalCannabis established a separate Processor license for facilities which conduct only the drying, curing, trimming, grading, packaging or labeling of non-manufactured cannabis products. CalCannabis also established two tiers for all Mixed-Light cultivation sizes. Tier 1 applies to cultivators which use 6 watts per square foot of supplemental light or less, while Tier 2 applies to cultivators which use between 6 watts and 25 watts per square foot.

The Bureau of Cannabis Control established a new Type 9 license for Non-Storefront Retailers which conduct cannabis sales exclusively by delivery, as well as a Self Distribution license for cultivators or manufacturers which wish to distribute only their own product. The Bureau also created a system for permitting cannabis events, where cannabis will be sold or consumed, and a license type for Event Organizers. Permits for cannabis events may only be issued to persons or businesses holding an Event Organizer license.

The Manufactured Cannabis Safety Branch created two additional manufacturing license types. The Type N license is for manufacturers that produce edible or topical products using infusion or other processes, but that do not conduct extractions. The Type P license is for manufacturers that only package or repack cannabis products or label or relabel the cannabis product container.

General Economic Impacts

Discussion of regulating and taxing the cannabis industry can too often overshadow the larger jobs and economic development issues that typically accompany efforts to attract new industry. Word that a new business or industry is looking to bring hundreds of new jobs to a community is more commonly met with open arms and offers of tax incentives. The cannabis industry is perhaps completely unique in that the inherent jobs and economic development benefits are welcomed more grudgingly and met with the disincentive of special taxes.

As with any other industry, the cannabis industry does not exist in a vacuum. Those businesses that actually grow, process, manufacture, distribute and sell cannabis products support a wide variety of other businesses that may never touch the actual product itself. Cultivators support garden supply stores, green house manufacturers, irrigation suppliers, soil manufacturers, and a wide variety of contractors including building and construction, lighting and electrical, HVAC, permitting, and engineering. Manufacturers support many of these same businesses, plus specialized tooling and equipment manufacturers, and product suppliers for hardware, packaging, and labeling. All of these businesses support, and are supported by, a host of ancillary businesses such as bookkeepers, accountants, tax preparers, parcel services, marketing and advertising agencies, personnel services, attorneys, facilities maintenance, security services, and others.

The economic benefits are not limited to those in the cannabis industry, itself. Cultivators and manufacturers bring new money into the community by selling their products into a statewide market. Their profits and the salaries they pay move into the general local economy, supporting stores, restaurants, car dealerships, contractors, home sales and other businesses. In Humboldt County, a study done in 2011 found that at least \$415 million dollars in personal income was entering the local economy annually from the cannabis industry, roughly equal to one quarter of the county's entire \$1.6 billion economy.

While Humboldt is likely an outlier, research done by HdL for other clients suggests that other counties and cities see similar, if smaller, economic inputs from this industry, with some in the range of \$100 million dollars or more annually. As this industry adapts to a legal paradigm, the challenge for some counties will be mitigating and minimizing the economic loss as the black market slowly fades away.

Because of the emerging nature of this industry, it is currently populated primarily (but not solely) by small, independently-owned businesses. Numerous studies have demonstrated that locally-owned, independent businesses recirculate a far higher percentage of every dollar back into the local community than large, corporately-owned businesses do. The same economic development arguments that are used to support other independent, locally-owned businesses apply to this industry, too. It is estimated that every \$1 spent at a medical or adult-use cannabis retailer generates an additional \$3 in economic benefits to the host city or county^{xiv}. The City should expect to see comparable economic benefits from cannabis businesses as with any other new businesses, separate from any tax revenue that may be generated.

Industry experts believe that California's current statewide production is five to eight times higher than the State's population consumes^{xv}, a figure derived from the SRIA done for CDFA's cannabis cultivation program. That assessment found that California's cannabis industry produces some 13.5 million pounds of cannabis per year, which would be enough to provide over half a pound of cannabis per year for every Californian 21 and over. However, the assessment also found that California's 4.5 million cannabis users only consume about 2.5 million pounds of cannabis per year. A separate study performed for the California Cannabis Industry Association put statewide consumption even lower, at 1.6 million pounds^{xvi}.

The majority of the cannabis produced in California is presumably supplying other states that do not have legalized cannabis.

The Bureau of Cannabis Control projects that more than half of the adult use purchases currently in the black market will transition to the legal market to avoid the inconvenience, stigma and risks of buying unknown product through an unlicensed seller^{xvii}. Essentially, the easier, cheaper and more reliable it is for consumers to access quality cannabis legally, the less reason they will have to purchase it through the black market. That same study projects that 60% of those currently in the legal, medical cannabis market will shift to the adult use market, for the reasons noted above. The availability of legal adult use cannabis is also anticipated to produce a small 9.4% increase in consumer demand.

Given these figures, cities and counties should expect to see some increase in retail sales as these shifts occur in the market. More significantly, the existence of legally permitted cannabis retailers will allow a far greater portion of existing cannabis sales to be captured by legal (and tax-paying) retailers.

The shift from medical to adult use sales is not expected to change the overall volume of sales, only the category into which they fall. Once the legal, adult use market is properly functioning, it is anticipated to capture about 61.5% of the overall cannabis market in California. The legal medical cannabis market is projected to decline to just 9% of the overall market. The other 29.5% is expected to remain in the black market^{xviii}.

These numbers only apply to the 1.6 million to 2.5 million pounds of cannabis that is consumed in California, representing the potential size of the legal cannabis market. If 29.5% of the cannabis consumed in California continues to come from the black market, then the size of the market for legal cannabis must be adjusted downward accordingly. This would reduce the size of the legal market in California to between 1.13 million and 1.76 million pounds.

California has been issuing temporary licenses for commercial cannabis businesses since the beginning of the year. As of May 30th, CDFA's CalCannabis division has issued 3,664 cultivation licenses, capable of producing over 7.3 million pounds of cannabis per year. That amount is over three times more cannabis than the State's legal buyers are anticipated to consume. Were the State to issue no more licenses, we would expect a failure rate of at least 60% in the first two years.

However, the rate of issuance for new cultivation licenses does not yet appear to be slowing. It is quite possible that the number of State cultivation licenses could approach or even exceed 5,000 by the end of the year, with a capacity to produce over 10 million pounds of cannabis per year. Should this come to pass, the failure rate in the first 2 years would likely be massive.

References

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- ^{vi} Ross Marchant (2014) “Consumers will Travel 17 Minutes to Reach a Local Business” <https://www.brightlocal.com/2014/05/01/local-business-travel-times/> Bright Local
- ^{vii} Alice Wallace (2017) “The future of buying weed: California eyed as epicenter for delivery, e-commerce” <https://www.thecannabist.co/2017/09/14/marijuana-delivery-e-commerce-california-eaze/87562/> The Cannabist
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- ^{xiii} Chris Roberts (November 2016) “The Great Cannabis Price Crash” High Times
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- ^{xv} Patrick McGreevy (July 26, 2017) “California has too much pot, and growers won’t be able to export the surplus” Los Angeles Times <http://www.latimes.com/politics/essential/la-pol-ca-essential-politics-updates-california-producing-pot-surplus-1501101923-htmstory.htm> /
- ^{xvi} Denver Relief Consulting, et al (2017) “2017 California Cannabis Opportunity Report” <https://www.cacannabisreport.com/>
- ^{xvii} “Economic Costs and Benefits of Proposed Regulations for the Implementation of the Medical Cannabis Regulation and Safety Act (MCRSA)” (February 23, 2017) University of California Agricultural Issues Center
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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: June 26, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Approval of Minutes.

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, (805) 385-7805

RECOMMENDATION:

That the City Council approve the minutes of the May 22, 2018 Regular Meeting, May 29, 2018 Special Meeting, June 1, 2018 Special Meeting, and June 5, 2018 Regular Meeting as presented.

STRATEGIC PRIORITIES:

This agenda item is a routine operational item that does not directly relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

Attachment A: Minutes 05.22.2018 CC,SA regular meeting

Attachment B: Minutes 05.29.2018 CC special meeting

Approval of Minutes
June 26, 2018
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Attachment C: Minutes 06.01.2018 CC special meeting

Attachment D: Minutes 06.05.2018 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 May 22, 2018

A. ROLL CALL/POSTING OF AGENDA

At 5:06 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Community Development Successor Agency) in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; and Michelle Ascencion, City Clerk.

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

C. CLOSED SESSION

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The titles of the litigation being discussed are Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al. and William Scarpino; et al. v. City of Oxnard.”

At 5:07 p.m., the City Council recessed to a closed session. At 6:13 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Jim Throop, Chief Financial Officer; Sandra Burkhart, Special Districts Administrator; Omar Castro, Water Utility Manager; Eric Hummel, Public Works Sustainability Coordinator; Sofia Kimsey, City Librarian; and Thien Ng, Assistant Public Works Director.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Check to the City from the Oxnard Downtown Lions Club.

Luis Mendez, President of the Oxnard Downtown Lions Club, presented a check for \$750.00 to the City Librarian to support the library’s summer reading programs. The City Librarian made some remarks and thanked the Lions Club.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Howard Tents and Dale Dean (announcing Vietnam Memorial Wall coming to Ventura County), Guillermo Ceja Jr. (supporting Oxnard Downtown project), Michael Gleason (abolishing nuclear weapons, reporting misuse of city resources), Jackie Tedeschi (California Cove landscape maintenance district, California Strawberry Festival, recent earthquake presentation), Steve Nash (recent school shooting, National Rifle Association gun raffles, local gun shows), Alice Sweetland (announced changes to Medicare ID cards), KNS Rockstar (upcoming youth anti-violence/bullying event), Jack Villa (vagrancy in park adjacent to the Performing Arts Center), Pat Brown (Mayor Pro Tem Ramirez's recent appointment to the Environmental Protection Agency advisory committee), Larry Barbarine (upcoming Franklin Graham appearance in Oxnard, Memorial Day, recent recall election, proposed gas tax increase), Edward Castillo (recent HdL contract approval), J.R. Ruiz (complaints about the police department), Woodrow Thomas Sr. (complaint about city's contract claims adjuster), Alicia Percell (utility rate increases and fund reserves, financial software purchase proposal), Aaron Starr (request for monthly financial updates), and Gloria Lopez (Oxnard College EOPS students' participation with Café on A).

G. REPORT OF CITY MANAGER

The Interim City Manager announced various upcoming meetings, special events, and provided program updates. He highlighted the City Manager recruitment, the upcoming budget presentation/adoption schedule, and the news conference earlier in the day to announce SB-1 funding for the Rice Avenue Interchange project.

H. CITY COUNCIL REPORTS

Councilmember Madrigal expressed well-wishes to former mayor Manuel Lopez, who recently suffered a stroke, commented on the mural in La Colonia commemorating Robert F. Kennedy's visit to Oxnard in 1968, recent meetings of the Carnegie Art Museum and Rose Park neighborhood, the upcoming Oxnard Downtown Improvement District meeting, Frank School art gala, Southwinds neighborhood cleanup, West Village neighborhood meeting, and Oaks Christian graduation, the recent school shooting in Santa Fe, Texas and the recent homicide in Oxnard, and the upcoming Memorial Day holiday.

Mayor Pro Tem Ramirez spoke on her recent appointment to the EPA Local Government Advisory commission, the recent Strawberry Scholarship dinner, recent gun violence and gun shows at the Ventura County Fairgrounds, the upcoming Memorial Day holiday and PACC The Arts Festival, the use of consultants/subject matter experts in city business, congratulated graduates, and expressed condolences to the family of Shawn McCarthy.

Councilman MacDonald reported on his upcoming Los Angeles/San Diego/San Luis Obispo Rail Corridor ("LOSSAN") Board meeting, and Southern California Edison's recent Wilson neighborhood grid rewiring project.

Councilmember Perello spoke on the Memorial Day holiday and the Vietnam Memorial Wall, sending a letter to the Ventura County Fair Board protesting gun shows, a recent Airport Authority meeting, commended the police department's professionalism during a recent event, vagrancy in

the park near the Performing Arts Center, wanting to make the Landscape Maintenance District audit available to the public, and postponing the proposed financial system purchase.

Mayor Flynn commented on holding joint meetings with neighboring partner agencies, and the proposed purchase of a new financial software enterprise system. Discussion ensued among Council and staff.

City Manager Department

1. SUBJECT: Request of Mayor Pro Tem Ramirez: Consideration of Opposing Concealed Carry Reciprocity Act.
RECOMMENDATION: That City Council discuss and determine whether an item related to consideration of a resolution opposing the Concealed Carry Reciprocity Act should be placed on a future City Council agenda for Council discussion.

Mayor Pro Tem Ramirez gave a report. Discussion ensued among the Council. Public comments were received from Woodrow Thomas Sr., Steve Nash, Dan Pinedo, Pat Brown, and J.R. Ruiz. The Council approved by acclamation moving forward with adopting a resolution.

Mayor Flynn announced that the Council would hear the Report items ahead of the Information/Consent Agenda.

L. REPORTS

City Attorney Department

1. SUBJECT: Anti Price Gouging Ordinance.
RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 6 of the Oxnard City Code to impose a prohibition on unfair pricing following the declaration of a state of emergency, local emergency or state of war emergency; adding various definitions relating to the prohibition and making various clerical changes.

The City Attorney gave a report. Public comments were received from Woodrow Thomas Sr. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Public Works Department

2. SUBJECT: Award Contract for City of Oxnard Parks and Recreation Master Plan.
RECOMMENDATION: That City Council award and authorize the Mayor to execute an agreement with Colorado Design Workshop, Inc. in the amount of \$323,210 for the City of Oxnard Parks and Recreation Master Plan (Agreement No. 8031-17-PW).

The Public Works Sustainability Coordinator gave a report. Public comments were received from Gabriel Teran, Gerard Kapuscik, Roger Poirier, Steve Nash, and Jackie Tedeschi. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Economic Development Department

3. SUBJECT: Disposition of Successor Agency Owned Property - 720 South B Street.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,118** entitled "A Resolution of the City Council of the City of Oxnard approving, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to real property located at 720 South B Street"; and
2. Authorize the City Manager (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the City Attorney and City Special Counsel; and
3. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the City's obligations, responsibilities and duties thereunder; and
4. Authorize a budget appropriation in the amount of \$75,000 for the purchase of 720 South B Street property from the Downtown Improvement Project Settlement Fund (DIPSF); or
- [NOT APPROVED]** 5. Decline to submit a revised offer for 720 South B Street.

That the Successor Agency:

1. Adopt **Resolution No. 29** entitled "A Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency, approving, and recommending to its Oversight Board approval of, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to real property located at 720 South B Street"; and
2. Authorize the Executive Director (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel; and
3. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the Successor Agency's obligations, responsibilities and duties thereunder; or
- [NOT APPROVED]** 4. Direct staff to accept an offer from the December 1, 2017 process or to accept new offers from those that submitted on or before December 1, 2017.

The Interim Assistant City Manager gave a report. Public comments were received from Connie Korenstein, Gary Blum, Daniel Chavez Jr., Edward Castillo, Roger Poirier, and Woodrow Thomas Sr. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the recommended action, striking City Council recommendation #5 and Successor Agency

recommendation #4 as presented. VOTE: Flynn, MacDonald, and Ramirez voted in favor; Madrigal and Perello voted against. The motion carried 3-2.

4. SUBJECT: Sale of Successor Agency Properties to the City of Oxnard.

RECOMMENDATION: That the City Council:

1. Consider if it wishes to make offers for the Successor Agency-owned parcels commonly referred to as the Social Security Building (425 South B Street.), and the Laundromat (318 W. Fifth Street) and Elizabeth Furniture Buildings (321 W. Sixth Street).
2. If the City Council determines to make offers on the Social Security Building and the Laundromat and Elizabeth Furniture Buildings, determine the specific amount of said offers.
3. If the City Council determines to make offers on the Social Security Building and the Laundromat and Elizabeth Furniture Buildings, adopt **Resolution Nos. 15,119 and 15,120**:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 425 SOUTH B STREET FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY; and

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY.

4. Authorize the City Manager (or designee) to execute any necessary agreements to effectuate the purchases along with such non-substantive changes as may be acceptable to the City Attorney and Special Counsel.
5. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreements, and to administer the City's obligations, responsibilities and duties thereunder.
6. Authorize a budget appropriation in the not-to-exceed amount of \$770,000 from the Downtown Improvement Project Settlement Fund (DIPSF) for the purchase of the Social Security Building, and the Laundromat Building and Elizabeth Furniture Buildings.

That the Successor Agency:

1. If the City Council elects to make an offer to purchase the Successor Agency parcels commonly known as the Social Security Building, and the Laundromat and Elizabeth Furniture Buildings, determine if Successor Agency wishes to accept the offers from the City.
2. If the City Council elects to make offers on the Social Security Building and the Laundromat and Elizabeth Furniture Buildings and the Successor Agency accepts the offers, adopt **Resolution Nos. 30 and 31**:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE SALE OF REAL PROPERTY LOCATED AT 425 SOUTH B STREET TO THE CITY OF OXNARD; and

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL

OF, THE SALE OF REAL PROPERTY LOCATED AT 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET TO THE CITY OF OXNARD.

3. Authorize the Executive Director (or designee) to execute any necessary agreements to effectuate the purchases along with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Special Counsel.

4. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreements, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

The Interim Assistant City Manager gave a report. Public comments were received from Daniel Chavez Jr., Barbara Macri-Ortiz, Frank Thompson, Edward Castillo, Woodrow Thomas Sr., Steve Nash, and Abel Magana. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Perello, and Ramirez voted in favor; Madrigal voted against. The motion carried 4-1.

As it was after 10:00 p.m., the City Council voted unanimously for the Information/Consent Agenda to be heard.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-2(A), K-2(C), K-3, K-4, K-7, and K-8 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Gabriel Teran, Dan Pinedo, Jackie Tedeschi, Michael Gleason, and Edward Castillo.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the February 13, 2018, February 20, 2018, and February 27, 2018 Regular Meetings as presented.

City Manager Department

2. SUBJECT: Agreements for City Council Review.

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. Interface Children and Family Services (8279-18-CM) for 2-1-1 services provided to Oxnard residents (\$37,000).

B. OpenGov (7868-17-IT) renewal of OpenGov Intelligence software (\$32,775).

C. Aqua Metric Sales Company (Purchase Order No. 6490) for the purchase of water meters (\$85,000).

D. National Auto Fleet Group (purchase Order No. 6836) for the purchase of two Toyota Prius vehicles for the Transportation Division (\$49,353).

Finance Department

3. SUBJECT: Approval of First Amendment to Agreement A-7950 with NBS Government Finance Group - LMD/CFD Consulting.
RECOMMENDATION: That City Council approve the first amendment to Agreement A-7950 with NBS Government Finance Group in the amount of \$501,115.42 for ongoing administrative services of the Landscape Maintenance Districts as well as 1915 Act and CFD bonded Assessment Districts Administrative services.
4. SUBJECT: Amendment to External Auditor Agreement for Annual Auditing Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Sixth Amendment to Agreement A-7819 with Eadie & Payne, LLP, to increase the amount by \$419,503, for a total amended not-to-exceed amount of \$1,646,563 for FY17/18 CAFR/Single-Audit/Ancillary Assistance, and to extend the term of the Agreement to December 31, 2020.

Information Technology Department

5. SUBJECT: SoftwareOne Inc. - Renewal of Microsoft EA Licenses.
RECOMMENDATION: That City Council authorize Purchase Order 6287 for the full 36-month period of the SoftwareOne/Microsoft EA agreement adopted by Council on May 16, 2017. The agreement with Microsoft expires April 30, 2020, yet the purchase order was only issued for one year. The total amount for the three year period is \$278,602. The amount for the 2018/2019 and 2019/2020 fiscal years is approximately \$185,700.

Public Works Department

6. SUBJECT: Award Contract for On-Call Traffic Signal Services PW 18-24.
RECOMMENDATION: That City Council award and authorize the Mayor to execute an agreement in the amount of \$600,000 with Taft Electric Company for the On-Call Traffic Signal Services Project PW 18-24 when the agreement is finalized.
7. SUBJECT: Grant Application for Funding Response to Tree Mortality Event.
RECOMMENDATION: That City Council adopt **Resolution No. 15,121** authorizing the City Manager to submit an application for \$182,325 in federal financial assistance under the Disaster Relief Act of 1974 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act to be used for Tree Mortality Event response.
8. SUBJECT: Approve an Appropriation for the Remediation and Demolition of 325 South K Street.
RECOMMENDATION: That City Council approve and authorize an appropriation of \$37,300 for the remediation and demolition of the fire damaged building at 350 South K Street.
9. SUBJECT: Clean Water State Revolving Fund Financial Assistance Application.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute:

1. **Resolution No. 15,122** authorizing the City Manager to execute and file for a State Revolving Fund Financial Assistance Application, to provide the assurances, certifications and commitments therefor, and to carry out the City's responsibilities under the financing agreement;
 2. **Resolution No. 15,123** designating the amount of project expenditures to be reimbursed by proceeds from the State Revolving Fund; and
 3. **Resolution No. 15,124** dedicating and pledging revenues and funds for the repayment of the State Revolving Fund loan from the SWRCB.
10. **SUBJECT:** Adoption of Ordinance No. 2941 Amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code.
RECOMMENDATION: That City Council adopt **Ordinance No. 2941** (read by title only, waiving further reading) amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code, establishing declared prima facie speed limits on City streets.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against items K-3 and K-4. The motion carried 4-1 on items K-3 and K-4, and 5-0 on the remaining items.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:53 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
May 29, 2018

A. ROLL CALL/POSTING OF AGENDA

At 6:03 p.m., Mayor Flynn called to order the special meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

D. CLOSED SESSION

Mayor Flynn read the following closed session statement:

“Conference with Legal Counsel – Potential Litigation: On the advice of the City Attorney, pursuant to 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. The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding potential litigation.”

C. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Shirley Godwin, Eileen Tracy, Nancy Pedersen, Deborah Baber, Judy Dugan, Hector Moreno, Jackie Tedeschi, Jeff Burum, Jackie Pinson, Steve Nash, Larry Godwin, Al Velasquez, George Miller, Edward Castillo, Alicia Percell, Kari Cryder, Barbara Macri-Ortiz, Aaron Starr, Jack Cleric, Woodrow Thomas Sr., Ambrosio Casanova, Francine Castanon, Chuck Hamm, and Robert Chatenever.

At 7:11 p.m., the City Council recessed to a closed session. At 8:55 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

E. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 8:55 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Special Meeting
 June 1, 2018

A. ROLL CALL/POSTING OF AGENDA

At 12:09 p.m., Mayor Flynn called to order the special meeting of the Oxnard City Council in the Courtyard by Marriott hotel, Executive Board Room, 600 E. Esplanade Drive, Oxnard, California. The Deputy City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; and Lourdes Lopez, Executive Assistant (serving as Deputy City Clerk).

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Steve Nash, who stated the need for a City Manager with financial experience.

C. CLOSED SESSION

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54957.6(a), to provide instructions to the City’s negotiators regarding the position of City Manager and for the City Council to consider City Manager candidates.”

At 12:13 p.m., the City Council recessed to a closed session. At 7:16 p.m. the City Council reconvened in open session in the Executive Board Room. The City Attorney announced that there were no reportable actions out of closed session.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 7:16 p.m.

MICHELLE ASCENCION, CMC
 City Clerk

TIM FLYNN
 Mayor

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 June 5, 2018

A. ROLL CALL/POSTING OF AGENDA

At 4:41 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Bert Perello was absent (arrived at 5:00 p.m.).

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; Jim Throop, Chief Financial Officer; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. APPOINTMENT ITEM

Finance Department

1. SUBJECT: Review of Management Financial Policies.

RECOMMENDATION: That the City Council receive an update on the current financial management policies, which include recommendations from staff on potential changes, updates, and deletions to the policies; and to give direction to staff on proposed recommendations for insertion into the FY2018-19 budget document.

The Chief Financial Officer gave a report. Public comments were received from Dan Pinedo. Discussion ensued among the Council and staff (Councilmember Perello arrived during this time). Councilmembers provided direction and comments to staff. No formal action was taken.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Steve Huber (community health grants available from St. John's Hospital), Jackie Tedeschi (upcoming Inter-Neighborhood Council Organization meetings on fireworks and neighborhood cleanups, assessment districts, traffic problems near Rio Del Norte School), Steve Nash (City Manager recruitment), Michael Gleason (landscape maintenance assessment districts), Roy Prince (economic development in Downtown), Pat Brown (costs of recent special election), and Francine Castanon (recent pedestrian death in her neighborhood).

Additional staff members present at this time were Keith Brooks, Information Technology Director; Mark Alvarado, Homeless Services Coordinator; Sandra Burkhart, Special Districts Administrator; Kathleen Mallory, Planning Division Manager; and Kenneth Rozell, Assistant City Attorney.

E. REPORT OF CITY MANAGER

The Interim City Manager announced various upcoming meetings, special events, and provided program updates. He highlighted the recent Employee Safety Fair, and the upcoming Oxnard Cruise Night event, and the Heritage Square summer concert series.

The City Clerk gave a brief presentation on upcoming educational sessions for residents interested in running for City Council in November.

F. CITY COUNCIL REPORTS

Councilmember Madrigal encouraged people to vote, commented on the recent Southwinds neighborhood cleanup, McAuliffe School STEAM Night, Frank School art show, PACC The Arts event, and the upcoming West Village neighborhood council meeting.

Mayor Pro Tem Ramirez commented on the Community Choice Energy program, illegal fireworks, Thomas Fire relief from United Way, the 50th anniversary of the Robert F. Kennedy assassination and recent school shootings, and thanked City staff for their hard work.

Councilman MacDonald commented on the death of a recent pedestrian, homeless issues in the downtown, and requested a presentation on other cities' solutions to homelessness.

Councilmember Perello commented on recent city's credit card breach, the delinquent property tax list published in the newspaper, requested monthly or quarterly presentations by the City Treasurer and City Clerk, commented on the upcoming Election Educational Sessions and Camarillo Airport Authority workshop on hangar leases. The Information Technology Director gave a brief report on the credit card fraudulent charges. Discussion ensued among Council and staff.

Mayor Flynn commented on the City's homelessness issues, and related a story of seeing Robert F. Kennedy in person in Oxnard 50 years ago, and how it motivated him as a young boy to get involved in public service.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The Special Districts Administrator gave a brief summary of items I-7 through I-11, which are all related to the city's Community Facilities Districts and Landscape Maintenance Districts. Discussion ensued among Council and staff. Items I-3, I-6, I-8, and I-10 were also discussed among the Council and staff.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Mark Savalla, Michael Gleason, Jackie Tedeschi, Pat Brown, Steve Nash, and Dan Pinedo. Further discussion ensued.

I. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Adoption of Anti Price Gouging Ordinance.

RECOMMENDATION: That City Council adopt **Ordinance No. 2942** (read by title only, waiving further reading) amending Chapter 6 of the Oxnard City Code to impose a prohibition on unfair pricing following the declaration of a state of emergency, local emergency or state of war emergency; adding various definitions relating to the prohibition and making various clerical changes.

City Clerk Department

2. **SUBJECT:** Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the March 6, 2018 Regular Meeting, March 12, 2018 Special Meeting, March 20, 2018 Regular Meeting, and March 27, 2018 Regular Meeting, as presented.

3. **SUBJECT:** Certificates of Sufficiency of Signatures for the Initiative Petitions Entitled: "Reducing Special Tax in Community Facilities District No. 3 (Seabridge at Mandalay Bay) Overhead," and "Reducing Special Tax in Community Facilities District No. 4 (Seabridge at Mandalay Bay) Harbor Patrol."

RECOMMENDATION: No City Council action is required at this time; however a resolution to consolidate the measure with the November 6, 2018 General Election will be brought to the Council for adoption at the June 19, 2018 regular meeting.

City Manager Department

4. **SUBJECT:** Agreements for City Council Review.

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. Selma Nissan (Purchase Order No. 6857) for purchase of three (3) 2018 Nissan Frontier pickups for Development Services Building and Engineering staff (\$72,050).
- B. Selma Nissan (Purchase Order No. 6858) for the purchase of one (1) 2018 Nissan Frontier for Development Services Code Compliance (\$27,171).
- C. Hach Company (Purchase Order No. 6859) for the purchase of controllers and analyzers for the Advanced Water Purification Facility (\$26,551).

Development Services Department

5. **SUBJECT:** Authorization to Appropriate General Plan Maintenance Fee Revenue.

RECOMMENDATION: That City Council recognize and approve the appropriation of \$65,000 collected from General Plan Maintenance Fee revenue for tasks related to the preparation, maintenance and/or revision of the 2030 General Plan and the Oxnard Local Coastal Program (LCP).

6. **SUBJECT:** Ormond Beach Wetlands Area Caretaker Agreement.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Walter Fuller (A-8066) for occupancy of a City-owned mobile home at the end of Arnold Road, in South Ormond in support of the Ormond Beach project area and caretaker services at Ormond Beach.

Finance Department

7. SUBJECT: FY 2018-19 Landscape Maintenance Districts Initiation of Proceedings, Declaration of Intention to Levy and Collect Assessments, and Scheduling of Public Hearing
RECOMMENDATION: That City Council:
 1. Adopt **Resolution No. 15,125** initiating proceedings for the annual levy and collection of assessments for Fiscal Year 2018-19 within the City's Landscape Maintenance Districts; and
 2. Adopt **Resolution No. 15,126** declaring intention to levy and collect assessments for Fiscal Year 2018-2019 within the city's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.
8. SUBJECT: Declaration of Intent to Dissolve Two Landscape Maintenance Districts
RECOMMENDATION: That City Council adopt **Resolution No. 15,127** declaring the intention to dissolve (Attachment A) two (2) of the City's Landscape Maintenance Districts (LMD 9 – Strawberry Fields and LMD 15 – Pelican Pointe) for Fiscal Year 2018-2019 pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500).
9. SUBJECT: Adopt the Resolutions Authorizing the Special Tax Levy for Community Facility District Nos. 1 and 2 (Westport at Mandalay Bay)
RECOMMENDATION: That City Council acting as the legislative body of Community Facilities District (CFD) Nos. 1 and 2:
 1. Adopt **Resolution No. 15,128** setting a special tax rate within CFD No. 1 for FY 2018-19 (Westport at Mandalay Bay); and
 2. Adopt **Resolution No. 15,129** setting a special tax rate within CFD No. 2 for FY 2018-19 (Westport at Mandalay Bay).
10. SUBJECT: Adopt the Resolutions Authorizing the Special Tax Levy for Community Facility District Nos. 3 and 4 (Seabridge at Mandalay Bay)
RECOMMENDATION: That City Council acting as the legislative body of Community Facilities District (CFD) Nos. 3 and 4:
 1. Adopt **Resolution No. 15,130** setting a special tax rate within CFD No. 3 for FY 2018-19 (Seabridge at Mandalay Bay); and
 2. Adopt **Resolution No. 15,131** setting a special tax rate within CFD No. 4 for FY 2018-19 (Seabridge at Mandalay Bay).
11. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 for Fiscal Year 2018-19.
RECOMMENDATION: That City Council, acting as the legislative body of Community Facilities District No. 2000-3 (CFD No. 2000-3) adopt **Resolution No. 15,132** setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2018-19.

Police Department

12. SUBJECT: Opposition to Concealed Carry Reciprocity Resolution.
RECOMMENDATION: That City Council adopt **Resolution No. 15,133** opposing Senate Bill 446 and H.R. Bill 38, titled *Constitutional Concealed Carry Reciprocity Act of 2017* and *Concealed Carry Reciprocity Act of 2017*, respectively.

Public Works Department

13. SUBJECT: Public Safety Vehicle Replacement.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute three (3) purchase orders for a total amount of \$757,172.31 for public safety vehicle purchases as follows:

1. Purchase Order 6829 is for thirteen (13) Ford Police Interceptor Utility vehicles and up-fitting costs for \$563,509.31 from Folsom Lake Ford.
2. Purchase Order 6830 is for three (3) Nissan Frontier King Cab light duty pickup trucks and up-fitting costs for \$81,511.80 from Selma Nissan.
3. Purchase Order 6833 is for four (4) BMW police motorcycles and up-fitting costs for \$112,151.20 from BMW Motorcycles of Ventura County.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

The Council agreed to consider item J-2 ahead of item J-1.

J. REPORTS

2. SUBJECT: Cannabis Tax and Transient Occupancy Tax Ballot Measures.

RECOMMENDATION: That City Council:

1. Adopt **Resolution No. 15,134** entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA ORDERING AN ELECTION TO BE HELD ON NOVEMBER 6, 2018 TO CONSIDER THE ADOPTION OF A MEASURE IMPOSING A CANNABIS BUSINESS TAX; REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS, and

- [NOT APPROVED] 2. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA ORDERING AN ELECTION TO BE HELD ON NOVEMBER 6, 2018 TO CONSIDER THE ADOPTION OF A MEASURE TO MODIFY THE CITY'S EXISTING TRANSIENT OCCUPANCY TAX SO THAT IT APPLIES TO SHORT-TERM RENTALS WITHIN THE CITY, REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS.

The Interim Assistant City Manager gave a report. Public comments were received from Walter Hagedohm and Deirdre Frank. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve recommended action #1 (Cannabis Business Tax) as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve recommended action #2 (Transient Occupancy Tax) as presented. VOTE: Ramirez voted in favor; Flynn, MacDonald, Madrigal, and Perello voted against. The motion failed 1-4.

City Manager Department

1. SUBJECT: Fiscal Year 2018-19 Budget Workshop.
RECOMMENDATION: That the City Council:
 1. Approve the recommended budget calendar and process leading to adoption of the Fiscal Year (FY) 2018-2019 Budget on June 26, 2018; and
 2. Conduct a budget workshop with the primary intent of:
 - a. Understanding the City's financial position, and
 - b. Understanding departmental accomplishments, needs, and other pertinent information

The Interim City Manager gave a report. Discussion ensued among the Council and staff. Public comments were received from Julie Mino, Samuel Thompson, Woodrow Thomas Sr., Dan Pinedo, and Pat Brown. Further discussion ensued.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the recommended action (approving the budget calendar and process) as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

K. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:49 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Jesus Nava
Assistant City Mgr

SUBJECT: Agreements for City Council Review.

CONTACT: Jesus Nava, Assistant City Mgr
Jesus.Nava@oxnard.org, (805) 385-7497

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. BrightView Landscape, Inc. (A-8073) for maintenance of Waterways Zone 1 Mandalay Bay and Zone 2 Harbour Island (\$180,226).
- B. E. P. Consulting (8083-17-CM) for legislative services (\$50,000).
- C. Final Details (7114-15-FN) for citywide vehicle mobile washing (\$25,000).
- D. Ebix, Inc. (7778-17-HR) to provide continuing certificate of insurance data management (\$25,000).
- E. Oxnard Housing Authority (A-7727) for use of property at 1500 Camino Del Sol (\$72,000).
- F. Iteris, Inc. (6422-13-DS) for on-call operation and maintenance for the City's transportation maintenance center and intelligent transportation system (\$100,000).
- G. Solid Waste Solutions, Inc. (8180-18-PW) for compliance with CalRecycle program reporting (\$80,000).
- H. Vida Newspaper (Purchase Order No. 6901) for legal publication of stale dated checks and unclaimed funds (\$25,830).

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

A complete explanation of the agreement and funding sources are attached.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

Attachment A: City Manager Contract List for June 26, 2018

City Manager Contract List for 06/26/2018

Contracts from \$25,000 to \$250,000

A Waterways Landscape Maintenance Contract with Brightview Landscape Inc.

Vendor:	BrightView Landscape Inc.	Amount to be Approved:	\$180,226
Type:	Original Agreement	Current FY Amount:	\$0
Agreement No.:	A-8073	Total Contract Amount:	\$180,226
Amendment No.:	N/A	Funding Source:	Waterways Zone 1 Mandalay Bay/Zone 2 Harbour Island
Purchase Order No.:	6687	Vendor Selection Process:	Request for Bids (RFB)
Begin Date:	07/01/2018	# of Bids/Proposals/Quotes:	2
End Date:	06/30/2021	Project Manager:	Jeri Cooper
Term:	3 years	Department:	Finance Department
		Telephone:	805-200-5334
		Email:	Jeri.Cooper@oxnard.org

Purpose:

Staff is requesting authorization to enter into a three year contract with BrightView Landscape Inc. (A-8073) for the maintenance of Waterways Zone 1 Mandalay Bay and Zone 2 Harbour Island in a total amount of \$180,226.

Staff initiated a pre-qualification process in September 2017 to ensure only bidders meeting the standard of work required for the CFDs would qualify. As a result, three (3) vendors pre-qualified: Garcia's Landscape Maintenance, Inc., Landscape Development, Inc., and BrightView Landscape Services, Inc. Pre-qualification for contractors is open and available on the City's website through Public Purchase.

Staff released a request for bids on April 3, 2018. Of the three (3) pre-qualified vendors, two (2) submitted bids. The lowest bidder was determined to be BrightView Landscape Inc. The award amount is for \$180,226. Waterways Zone 1 will have Service Level B at \$3,323.86 per month and Zone 2 Harbour Island will have Service Level C at \$1,682.39 per month.

The cost for this agreement will be paid directly by the Waterways Zone 1 Mandalay Fund (121-1606) and the Waterways Zone 2 Harbour Island Fund (177-1606). Staff has budgeted \$39,886 for Waterways Zone 1 and \$20,189 for Waterways Zone 2 in the proposed Fiscal Year 2018-19 budget for landscape maintenance.

City Manager Contract List for 06/26/2018

Contracts from \$25,000 to \$250,000

B Second Amendment to Legislative Consultant

Vendor: E. P. Consulting
Type: Amendment
Agreement No.: 8083-17-CM
Amendment No.: 2
Purchase Order No.:
Begin Date: 07/01/2018
End Date: 02/28/2018
Term: 6/30/2019

Amount to be Approved: \$50,000
Current FY Amount: \$45,000
Total Contract Amount: \$95,000
Funding Source: 101 - General Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Jesus Nava, Assistant City Manager
Department: Office of the City Manager
Telephone: 805-385-7479
Email: jesus.nava@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Second Amendment with E.P. Consulting (8083-17-CM) to extend the agreement until June 30, 2019 and add an additional \$50,000 for a total not to exceed of \$95,000.

E.P. Consulting provides consulting services to the City on matters pertaining to the City of Oxnard's Legislative Program. E.P. Consulting will continue to serve as the City's liaison for communicating and coordinating legislative actions and maintain direct and consistent contact with the City's state and federal legislative lobbyists. In addition, E.P. Consulting will monitor the League of California Cities priority focus and other sources to identify pending legislation that may impact the City as well as funding opportunities.

The Second Amendment will allow E.P. Consulting to continue coordinating the City's legislative program. Funding was budgeted in Fiscal Year 2017-18 and in the proposed Fiscal Year 2018-19 to continue the legislative services.

City Manager Contract List for 06/26/2018

Contracts from \$25,000 to \$250,000

C Citywide Vehicle Mobile Washing

Vendor: Final Details
Type: Amendment
Agreement No.: 7114-15-FN
Amendment No.: 3
Purchase Order No.: 5436
Begin Date: 07/01/2015
End Date: 10/01/2018
Term: 3 years

Amount to be Approved: \$25,000
Current FY Amount: \$10,000
Total Contract Amount: \$175,000
Funding Source: Various
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: 3
Project Manager: Patricia Garcia
Department: Finance - Purchasing
Telephone: 805-385-7538
Email: Patricia.garcia@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Third Amendment with Final Details (7114-15-FN) for citywide vehicle washing and detailing services for an additional 3 months and increasing the not-to-exceed by \$25,000. Services include washing and detailing of passenger vehicles, pick-up trucks, vans, special use vehicles and heavy duty refuse collection vehicles. Other services also include power washing of trash enclosure and cleanup of oil or liquid spills and power washing of affixed sidewalk containers.

A request for bid was completed on April 20, 2015. Three vendors submitted bids and resulted in the selection of Final Details based in Ventura as the lowest bidder whose bid complies with all requirements prescribed in the Request For Bid. Publication was posted to the City website as well as in Vida newspaper on March 19, 2015. Funding is provided by each City division participating in the agreement for vehicle washing services.

City Manager Contract List for 06/26/2018

Contracts from \$25,000 to \$250,000

D Certificate of Insurance Data Management Services

Vendor:	Ebix, Inc.	Amount to be Approved:	\$25,000
Type:	Amendment	Current FY Amount:	\$24,605
Agreement No.:	7778-17-HR	Total Contract Amount:	\$50,000
Amendment No.:	2	Funding Source:	701 - Public Liability
Purchase Order No.:	6195	Vendor Selection Process:	Negotiated Contract
Begin Date:	02/01/2017	# of Bids/Proposals/Quotes:	N/A
End Date:	12/31/2018	Project Manager:	Mike More
Term:	23 months	Department:	Human Resources
		Telephone:	805-385-7480
		Email:	mike.more@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Second Amendment with Ebix, Inc. (7778-17-HR) to provide continuing certificate of insurance data management services and increase the amount of the agreement by \$25,000 for a total amount not-to-exceed \$50,000.

In August 2016, staff began evaluating various software as a service (SaaS) applications to assist with managing certificates of insurance for City agreements. Staff evaluated several different applications and determined that Ebix was the only provider to meet its needs. Staff entered into a 1-year agreement for an amount not-to-exceed \$25,000, and subsequently amended the agreement for time through a first amendment.

The second amendment adds an additional \$25,000 to the agreement for a total of \$50,000. The cost of the contract will be absorbed through the existing budget in the Liability Fund (Fund 701).

City Manager Contract List for 06/26/2018

Contracts from \$25,000 to \$250,000

E Use of Property at 1500 Camino Del Sol

Vendor:	Oxnard Housing Authority	Amount to be Approved:	\$72,000
Type:	Amendment	Current FY Amount:	\$72,000
Agreement No.:	A-7727	Total Contract Amount:	\$144,000
Amendment No.:	2	Funding Source:	101 - General Fund
Purchase Order No.:		Vendor Selection Process:	Negotiated Contract
Begin Date:	06/30/2018	# of Bids/Proposals/Quotes:	N/A
End Date:	06/30/2019	Project Manager:	Arturo Casillas
Term:	1 year	Department:	Housing Department
		Telephone:	805-385-8096
		Email:	arturo.casillas@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Second Amendment with the Oxnard Housing Authority (A-7727) for the use of property located at 1500 Camino Del Sol in the amount of \$72,000. The City's Multi-Service Center, located at 1500 Camino Del Sol (premises) was originally leased to the Oxnard Housing Authority (OHA) on July 19, 1994 to assist the Oxnard Housing Authority in obtaining a \$1 million HUD grant to implement a Family Investment Center (FIC). The FIC was a 5-year program focused on providing self-sufficiency training through supportive services for residents of public housing. When the grant term ended, the OHA continued the program at a reduced level and a new lease was initiated in July 2001.

The premises has rent paying tenants, but does not generate enough rental income to support operating cost. The City agreed to provide an operating subsidy to be used to defray reasonable/appropriate expenses of operating the premises, including direct expenses and administrative expenses. Over the years, the annual operating subsidy has continued to decrease to the most recent amount of \$72,000.

The premises represent tremendous asset to the La Colonia community and surrounding neighborhoods. For the past two decades, the premises have provided an operational base for Resident Services Programs that serve public housing residents. Tenants located at the premises include: Child Development Incorporated La Escuelita, New Dawn Counseling, Oxnard Youth Premier Soccer League, The Boys & Girls Club Youth Empowerment Program, City of Oxnard Colonia Library branch, and a computer lab. In addition, the Colonia Village Tenant Association's and the Housing Commissioners' office are located at the premises.

Funding was budgeted in the proposed Fiscal Year 2018-19 to cover the expense of the lease.

City Manager Contract List for 06/26/2018

Contracts from \$25,000 to \$250,000

F On-Call Operations and Maintenance Services for Intelligent Transportation System (ITS)

Vendor: Iteris, Inc.
Type: Amendment
Agreement No.: 6422-13-DS
Amendment No.: 3
Purchase Order No.: 4777
Begin Date: 11/22/2013
End Date: 06/30/2019
Term: 6 years

Amount to be Approved: \$100,000
Current FY Amount: \$0
Total Contract Amount: \$400,000
Funding Source: Proj. MO3101 (Acct. # 104-3102-803-8209)
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Justin Link
Department: Public Works - Traffic Management
Telephone: 805-385-8308
Email: justin.link@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Third Amendment with Iteris, Inc. (6422-13-DS) for on-call operation and maintenance services for the City's Transportation Maintenance Center and Intelligent Transportation System Infrastructure, to increase the amount of the agreement by \$100,000 for a total amount not-to-exceed \$400,000, and extending the term from January 1, 2019 to June 30, 2019.

Iteris was chosen because the company designed the City's ITS network in accordance with the City's 2008 Traffic Master Plan. For continued system maintenance, it is industry practice to contract with the same firm responsible for the design and installation of the technology to ensure consistency and efficiency. The amendment is designed to keep these services, vital to Oxnard traffic management, ongoing and funded through Fiscal Year 2019.

G Consulting Services for CalRecycle Program Reporting

Vendor: Solid Waste Solutions, Inc.
Type: Amendment
Agreement No.: 8180-18-PW
Amendment No.: 1
Purchase Order No.:
Begin Date: 02/08/2018
End Date: 02/08/2019
Term: 1 year

Amount to be Approved: \$80,000
Current FY Amount: \$0
Total Contract Amount: \$100,000
Funding Source: Solid Waste Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Todd Vasquez-Housley
Department: Public Works
Telephone: 805-385-7957
Email: toddvhousley@oxnard.org

Purpose:

Staff is requesting authorization to enter into a First Amendment with Solid Waste Solutions, Inc. (8180-18-PW) to assist with developing compliance monitoring programs in order to meet the statutory requirements of AB939, AB341, AB1836 and AB1594 and increase the amount of the agreement by \$80,000 for a total amount not-to-exceed \$100,000.

Solid Waste Solutions, Inc. are experienced with solid waste programs and CalRecycle. These programs are mandated by the State of California to demonstrate that Del Norte Regional Recycling and Transfer Station's compliance with State regulations.

City Manager Contract List for 06/26/2018

Contracts from \$25,000 to \$250,000

H Publication of State Dated Checks and Unclaimed Funds

Vendor:	Vida Newspaper	Amount to be Approved:	\$25,830
Type:	Purchase Order	Current FY Amount:	\$25,830
Agreement No.:		Total Contract Amount:	\$25,830
Amendment No.:	N/A	Funding Source:	101 - General Fund
Purchase Order No.:	6901	Vendor Selection Process:	Request for Proposals (RFP)
Begin Date:		# of Bids/Proposals/Quotes:	N/A
End Date:		Project Manager:	Phillip Molina, City Treasurer
Term:		Department:	City Treasurer
		Telephone:	805-385-7808
		Email:	phillip.molina@oxnard.org

Purpose:

Staff is requesting approval of Purchase Order No. 6901 with Vida Newspaper in the amount of \$25,830 for publication of state dated checks and unclaimed funds.

Per City of Oxnard's Unclaimed Check Policy, money that is not the property of the City of Oxnard that remains unclaimed for a period of more than three (3) years is the property of the City of Oxnard, forty-five (45) days after the initial public notice if not claimed or if no verified complaints is filed and served. To meet the requirements of the City and California Code 50051, City Treasurer Phillip Molina caused a notice to be published once a week for two (2) successive weeks in Vida Newspaper, a newspaper of general circulation and contracted by the City as the official publication of records for FY 17-18. The list of unclaimed funds were published on December 28, 2017 and January 4, 2018 in 6 full pages per publication.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: 2018-2019 Oxnard Convention & Visitors Bureau Agreement.

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, (805) 385-7407

RECOMMENDATION:

That City Council approve a new contract between the City of Oxnard and the Oxnard Convention and Visitors Bureau.

BACKGROUND

The Oxnard Convention and Visitors Bureau (“OCVB”) was initially formed in May 1974 as a nonprofit corporation for the purpose generating economic benefits to the City of Oxnard (“City”) by promoting the area and attracting more visitors. The vision of the OCVB is to lead Oxnard’s travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB’s mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel.

To promote Oxnard in primary markets and the local community, OCVB produces print, online, and social media materials, working collaboratively with neighboring Convention and Visitors Bureaus and the Ventura County Coast to promote tourism across our region. Of importance is staying up to date on current travel trends and markets, so that the proper marketing and outreach is undertaken to maximize OCVB’s efforts. Going forward, OCVB’s stated goals include

continuing to provide connectivity between visitor sectors. Doing this will require City support in implementing their long-term strategic plan.

In using print outreach, the OCVB generated 61 stories from press releases, generating \$155,780 in approximate advertising equivalency. During the current fiscal year, OCVB was featured in newspapers, radio, TV, and online sites. Additionally, OCVB has a goal to update the Oxnard visitor guides and brochures for placement in over 600 locations across California.

In addition to their website, *VisitOxnard.com*, the OCVB is active on social media (Facebook and Instagram).

On February 22, 2018, OCVB submitted a letter (Attachment #1) to the City Council and City Manager, stating their funding needs for the next five years. The Board along with the newly hired President and CEO, Julie Mino, presented their funding request through their annual update presentation at the March 20, 2018, City Council Meeting. Exhibit A of the current contract (Attachment #2), requires OCVB to provide a marketing plan and budget request on or before March 1st of each calendar year. Additionally, the OCVB agreement is set to expire on June 30, 2018. The Agreement was entered into on June 30, 2017 and was set for a one-year term (July 1, 2017-June 30, 2018); however the City has had an ongoing relationship with the agency since 1974. The Agreement entered last year, replaced the long term contract that was last revised in 1994.

Changes to the 2018-2019 OCVB Agreement

Exhibit B of the new Agreement defines performance measures. These include: occupancy levels (year over year), TOT amount (year over year), number of downloads on OCVB website (such as the Visitors Guide link), current and consistent event promotion for Oxnard partners, number of subscribers to newsletter, and number of web sessions per month.

Additionally, the Oxnard Convention and Visitors Bureau (OCVB) is pursuing the formation of a Tourism Based Improvement/Management District (TBID) among the Oxnard hotels, which would result in long term, secure funding for the organization. The funding mechanism will be a 2% assessment/fee charged to Oxnard hotel guests in addition to the existing Transient Occupancy Tax (TOT), and other guest charges and fees.

The successful creation of the TBID is dependent on support from 51% of hotel revenue generators, plus a majority vote in favor of the new TBID by City Council.

Assuming the OCVB is successful in securing the above support, the process to form the TBID would be approximately 6-8 months once engaged.

With the addition of three new hotel properties coming on-line in the next two years, there is an opportunity to market the City as a premier destination. This may not be possible for OCVB to do, without a strong and secure budget. Given all the demands on City funds, OCVB has found

2018-2019 Oxnard Convention & Visitors Bureau Agreement

June 26, 2018

Page 3

that the formation of a TBID as a viable option to achieve the goals of the organization. It is contemplated that using funds from a TBID for OCVB to sustain itself and market the City to visitors, could result in continued growth and success in hotel performance, thus generating more TOT funds for the City of Oxnard.

This new agreement will be for a not to exceed amount of \$641,124 for a period of one (1) year commencing on July 1, 2018.

If, during the term of this new Agreement, OCVB receives funding from a tourism based improvement/management district, excluding the Ventura County Lodging Association, then the City's payments to OCVB pursuant to Section 14 (a) of the Agreement shall be reduced on a dollar-for-dollar basis based upon the funding that the OCVB receives from the TBID.

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. This item supports the following goals and objectives:

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2c. Capitalize on historic, cultural and natural resources.

FINANCIAL IMPACT

Starting July 1, 2018, \$641,124 per fiscal year from the General Fund paid in successive quarterly payments of \$160,281. This new amount represents a \$71,236 (10%) reduction from the previous agreement's compensation of \$712,360. This new contract will expire on June 30, 2019.

ATTACHMENTS:

Attachment #1 - OCVB 2018 Letter Requesting Funding

Attachment #2 - Agreement No. A-8077

February 22, 2018
City of Oxnard
City Manager's Office
300 West Third Street
Oxnard, CA 93030

Dear Scott Whitney, and Members of the Oxnard City Council,

The Oxnard Convention & Visitors Bureau (OCVB) is pleased to be a marketing arm of the City, helping to support the City's efforts to strengthen and build the economic vitality of our region, by stimulating tourism and business travel to Oxnard, through advertising, promotion, networking and a host of additional services. Due to a strong partnership with the City, and through your continued and valued investment in our efforts, OCVB has established an infrastructure of services to support and enhance tourism in our region, including the California Welcome Center, social media, and digital marketing materials, tours, visitor guides and brochures, and cooperative business agreements.

As you are aware, the tourism market in California is highly competitive, and we face significant and growing competition from our neighboring cities in attracting visitors to Oxnard over other potential destinations. Our ability to continue to increase visitors to our region, and the subsequent economic benefits of that growth, will require continued and sustained investment.

Below you will find a historical outlay of the OCVB budget as it has been funded by the City since 2008.

Year	2008/09	2009/10	2010/11	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
OCVB Funding	\$712,360	\$712,360	\$712,360	\$705,360	*\$805,236	\$705,236	\$635,236	\$635,236	\$712,360

**City of Oxnard provided a one-time \$100k payment towards California Welcome Center Construction*

This funding not only supports the efforts of the OCVB, but of the California Welcome Center (CWC) located at The Collection. The OCVB underwrites approximately \$200,000 annually to run the CWC.

Since 2013 the annual Transient Occupancy Tax (TOT) has increased year over year, indicating that the efforts are paying off with increased visitor traffic to our Oxnard destination. In order to continue this growth and to remain competitive in the market, the OCVB needs to expand marketing and advertising efforts, through website, social media, rapidly evolving technology trends, and print advertising. These efforts will contribute to the continued growth of the TOT and benefit the City and the many businesses and attractions that are impacted by tourism. In addition to the TOT, our visitors spend an average of \$565 during each visit.

Plans are approved, and development is underway for the addition of two new hotel properties at the Collection. The OCVB needs to stay pro-active in selling our community to ensure the success of these new hotels, in addition to the existing hotel properties.

The OCVB also plans to invest in hiring a new Sales Associate, whose responsibilities will include: increasing local attraction awareness, and achieving a broader reach in the tourism market, which will result in increased dollars to the City's bottom line. Plans also call for producing and printing a visitor's guide on an annual basis, allowing us to stay current and aligned with our neighboring competitors.

As Oxnard continues to grow, we are committed to continue to support the economic vitality of the City. We would like to secure that commitment by entering into a five-year funding agreement and aligning our funding with the performance of the TOT. We are asking for our baseline budget to be increased to \$731,095 – a 2.63% increase from FY 17/18 as it correlates to the percentage increase in TOT from FY16/17. Future annual payments will include a 1:1 increase based on the percentage of increased TOT collected in the previous fiscal year, not to exceed a 5% increase from the previous year.

The approval of this funding request will further support the interests of local business and attractions and will add to the City's efforts in enhancing the quality of life for all of our Oxnard residents. By continuing to develop Oxnard as a premier visitor destination, we build value for the residents of the city, and create a desirable place to live, work and play. On behalf of the Oxnard Convention & Visitors Bureau and California Welcome Center, we are in gratitude for your partnership, as we work together to continue to enhance Oxnard as one of the premier visitor destinations in Southern California.

Sincerely,



Julie Mino

President & CEO

CC: Kymberly Horner, Economic Development Director
OCVB, Board of Directors

Agreement No. A-8077

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Convention & Visitors Bureau ("OCVB"), a California nonprofit corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to market the Oxnard area to attract more visitors and tourists, as more fully described in Exhibit A; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services;

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

a. Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "Services").

b. Quantitative performance targets will be defined using measures set forth in Exhibit B attached hereto and incorporated by this reference in full herein ("Performance Measures").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

Oxnard Convention & Visitors Bureau Agreement with City of Oxnard - A-8077

The Services shall be coordinated with the, Economic Development Department Director ("Manager"), subject to the direction of the City Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to 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.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Economic Development Department Director and/or the City Manager of such delays.

9. Principal in Charge

Consultant hereby designates the OCVB President & CEO as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. The City agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

a. This Agreement is intended to be a long term Agreement between the City and Consultant to ensure long term commitment of both parties and allow long range planning and programs. This Agreement shall be for a 12 month period commencing July 1, 2018.

b. This Agreement may be terminated by either party, with cause by either party the Agreement shall terminate within thirty (30) days of written notice or Ninety (90) days without cause.

c. If the Agreement is not terminated pursuant to section 12(b), the Agreement is further subject to the City Council appropriating sufficient funds each year this Agreement is in effect to fulfill the funding set out in Section 14. If funds are not so appropriated, this Agreement shall automatically terminate on the date any funds that are so appropriated are exhausted.

13. (Reserved)

14. Compensation

a. For services rendered, OCVB shall be paid a total of \$641,124 for the period July 1, 2018 through June 30, 2019, to be paid in successive quarterly payments of \$160,281.

1. OCVB will provide an updated budget for each fiscal year showing its full program and financial requirements. OCVB shall also provide a thorough analysis of all programs completed and those underway, including a report showing the economic impact and other Performance Measures of OCVB's operations and programs (i.e.: occupancy rates, number of tourists, marketing activities, etc.) and a comparison to prior periods.
2. All future budget requests and the Annual Marketing Plan must be presented to the City Council, on or before March 1, each year. Budget requests and increases to OCVB's budget must be demonstrated by OCVB's ability to increase the City's Transient Occupational Tax ("TOT"), through its Marketing Plan. OCVB shall be prepared to present to City Council performance measures and marketing activities in its request for additional funding increases.

b. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

c. Consultant shall provide the City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

d. 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.

e. Notwithstanding any language in this Section 14 to the contrary, if – during the term of this Agreement – OCVB receives funding from a tourism based improvement/management district or another funding source, excluding Ventura County Lodging Association, that generates revenue from charges imposed upon transients staying in hotel or motel rooms within the City of Oxnard (hereafter "TBID"), then the City's payments to OCVB pursuant to this Section 14 shall be reduced on a dollar-for-dollar basis based upon the

funding that the OCVB receives from the TBID.

15. Method of Payment

a. City agrees to pay Consultant quarterly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to the City. The invoice shall identify the Services by project as specified by the City.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide the City with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. (Reserved)

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to the City.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to the City within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and

materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide

independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. (Reserved)

26. Assignability of Agreement

Consultant agrees that 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. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of the City, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by the City, provide copies to the City of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

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 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. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Oxnard Convention & Visitors Bureau, 2775 N. Ventura Road, Suite 204, Ventura, California 93036, Attention: OCVB President & CEO.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Economic Development Department, 214 S. C Street, Oxnard, California 93030, Attention: Director with a copy to City of Oxnard, City Attorney's Office, 305 W. 3rd Street, Oxnard, California 93030.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire Agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

☒ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) _____ Date _____

☐ Jesus Nava, Interim City Manager (if agreement is \$25,000.01-\$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)


Julie Mino, President & CEO

6/18/18

Date

ATTEST:

Michelle Ascencion, City Clerk
(if agreement is \$250,000.01 or more)

_____ Date _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney
(required for any agreement amount)

_____ Date _____

APPROVED AS TO CONTENT:


Kimberly Horner, Economic
Development Director (if agreement is \$25,000.01 or more)

6-18-18
_____ Date _____

APPROVED AS TO AMOUNT:

Jesus Nava, Interim City Manager (if agreement is \$250,000.01 or more)

_____ Date _____

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount)

_____ Date _____

The City requires the following for any contract:

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

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

PLEASE DO NOT
REMOVE THIS BOX

EXHIBIT A**SCOPE OF SERVICES**

During the term of this Agreement, Oxnard Convention & Visitors Bureau ("OCVB") agrees to provide the following services to the City of Oxnard ("City"):

1. Serve as the City's official tourism agency that provides leadership in the marketing of the City and the generation of tourism sales.
2. Develop a comprehensive marketing program to advertise, promote and publicize the City to achieve, as City's priority, the goal of booking group meetings, trade shows, conferences, and other events at area hotels and other available meeting space in a manner that results in a positive economic impact for the City.
3. Develop a marketing program directed to tourism decision-makers and individual travelers to promote additional business and leisure travel to the City. OCVB may associate with other agencies, such as, but not limited to, Visit California, Ventura County Coast, Oxnard Downtown Improvement District, Oxnard Chamber of Commerce, City of Oxnard and the City's Department of Economic Development, Oxnard hotels, and local attractions, each as OCVB may reasonably determine to further extend its marketing efforts.
4. Develop said marketing program to include, but not be limited to researching tours, events and tournaments coming to the area, coordinating and distributing mailings, coordinating the development and maintenance of OCVB website and collateral materials, continuing maintenance of and management of social media platforms, and other marketing activities.
5. Participate in activities related to the branding of the City for the purpose of local, national, and international identity, and coordinate such activities with the City's Department of Economic Development, and/or other City agencies as identified by the City Manager's Office or designated representative(s).
6. Develop and implement an OCVB Board of Directors with members that represent a cross-section of the various organizations supporting economic development, communications, and marketing. The primary function of OCVB Board of Directors is to develop and provide input and suggestions that support and cross-promote the City as a destination. The members of OCVB Board of Directors shall be determined at the discretion of the OCVB, in consultation with the City, and shall be managed by OCVB.
7. OCVB shall manage the California Welcome Center as agreed to with the California Business, Transportation and Housing Agency so that it is an easily accessible and recognizable facility. Services provided by the California Welcome Center shall include, but are not limited to, displays with information about traveling within California and the immediate region, state and local maps, and graphics that highlight the region as a "must stop" destination. The continuation of the California Welcome Center in the City shall remain as long as it is economically feasible, supports the organization's mission and vision, and does not cause a financial hardship on OCVB.

8. Present OCVB's annual budget, future budget requests, and Annual Marketing Plan to the City Council, on or before March 1, each year. Budget requests and increases to OCVB's budget must be demonstrated by OCVB's ability to increase the City's Transient Occupational Tax ("TOT"), through its Marketing Plan. OCVB should be prepared to present to City Council performance measures and marketing activities in presentation.

EXHIBIT B
PERFORMANCE MEASURES

The following to be reported in successive quarterly reports, coinciding with the City's quarterly payment to OCVB:

1. Occupancy levels: year over year
2. TOT amount: year over year,
3. Number of downloads on OCVB site (such as for the Visitors Guide link)
4. Current and consistent event promotion for our Oxnard partners
5. Number of subscribers to newsletter
6. Number of web sessions per month

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Oxnard Downtown Improvement District Annual Update.

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, (805) 385-7407

RECOMMENDATION:

That the City Council adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Improvement District (“ODID”) for Fiscal Year (“FY”) 2018-19.

BACKGROUND

The Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the “Law”), authorizes cities to establish property and business improvement districts (the “PBIDs”) within business districts to promote enhanced economic revitalization and physical maintenance of such business districts. The Law authorizes cities to approve the levy and collection of assessments on real property within such districts for the purpose of providing enhanced improvements and promoting activities that specifically benefit real property within such districts.

On July 29, 2014, the Oxnard City Council re-established and modified the Downtown PBID (the “District”) for a five-year period (FY 2014-15 – FY 2018-19). Annually, the City Council adopts a resolution to approve the levy and collection of assessments against lots and parcels of real property within the District. The proposed improvements and activities include providing street, sidewalk, alley and parking lot cleaning and other services supplemental to those normally provided by the City; a public safety program; promotions and marketing; expansion of thematic

Oxnard Downtown Improvement District Annual Levy and Assessment

June 26, 2018

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physical amenities throughout Downtown; and other improvements and activities which benefit businesses and real property located within the District. The District's Annual Report will be provided to the City Council at a future Council meeting in accordance with the Agreement between the City and the District.

The proposed assessment is \$454,094.55, which reflects no rate increase over the previous fiscal year. Of the total assessments to be levied, \$318,458.92 is to be charged to private owners and \$135,635.63 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not-to-exceed five percent per year. There is no increase in the assessment for FY 2018-19.

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. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

The City will be responsible for submitting to the County of Ventura ("County") an annual assessment roll for the District for FY 2018-19. Any assessed non-City public agencies, for which the County does not bill a District assessment, will receive a hand bill from the City. The District assessment revenues collected by the County and paid to the City will be remitted to the Oxnard Downtown Improvement District at a minimum of twice a year.

Oxnard Downtown Improvement District Annual Levy and Assessment

June 26, 2018

Page 3

The Community Development Commission Successor Agency (“Successor Agency”) will be responsible for the assessments of properties owned by the former Redevelopment Agency/Community Development Commission (“CDC”), and the City will be responsible for properties owned by the City, Housing Authority, and Parking Authority. The Successor Agency’s 2018-19 PBID Assessment is approximately \$10,465.61 and is an approved item on the 2017-18 Annual Recognized Obligation Payment Schedule (“ROPS”). The City’s 2018-19 PBID Assessment is approximately \$125,170.02. On June 11, 2018, the Oversight Board approved the sale of three key buildings from the Successor Agency to the City (421 South B Street, 318 West Fifth Street and 321 West Sixth Street). The State Department of Finance has approximately 100 days to approve the transaction. If approved, the City’s share of the PBID could range between \$125,170.02- \$131,170.02. In anticipation of the transfer of these properties to the City, the Recommended FY 2018-19 Budget will include \$131,170.02 in account 101-8210-801.85-28 for the City’s share. The 2018-2019 ROPS will include the Successor Agency’s share of the PBID of approximately \$10,465.61, however staff will reduce the requirement on the ROPS to approximately \$4,465.61, if the aforementioned properties are transferred to the City. The assessments for the three key parcels pending disposition to the City will increase the City’s Assessment by approximately \$6,000.

ATTACHMENTS:

Attachment #1 - ODID RESOLUTION - JUNE 2018

Attachment #2 - ODID Boundary Map

Attachment #3 - Assessment Roll 2018-19

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OXNARD APPROVING
THE LEVY AND COLLECTION OF ASSESSMENTS FOR
FISCAL YEAR 2018-19 WITHIN THE OXNARD DOWNTOWN
MANAGEMENT DISTRICT, PURSUANT TO THE PROPERTY
AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994,
PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS
AND HIGHWAYS CODE

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7 Of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the “Law”), authorizes cities to establish property and business improvement Districts (“PBID”) within business districts to promote the economic revitalization and physical maintenance of such districts; and

WHEREAS, the Law authorizes cities to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such districts; and

WHEREAS, on July 29, 2014, the Oxnard City Council re-established and modified for a five-year period the property and business improvement district named the Oxnard Downtown Management District (the “District”); and

WHEREAS, it is necessary for the City Council to adopt a resolution to levy and collect assessments in the District for each of the five years.

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

Section 1. The levy and collection of assessments against lots and parcels of real property within the District for fiscal year 2018-19 is ordered as shown on Exhibit “A,” attached hereto and incorporated herein by reference.

Section 2. The proposed improvements and activities for the District include providing street, sidewalk, alley and parking lot cleaning and other municipal services supplemental to those normally provided by the City; a public safety/ambassador guide program; promotions and marketing; expansion of thematic physical amenities throughout Downtown and other improvements and activities which benefit businesses and real property located in the District.

Section 3. The assessment to be levied and collected for fiscal year 2018-19 is \$454,094.55 which reflects a rate increase of 0 percent over the previous fiscal year. Of the total Assessments to be levied, \$318,458.92 is to be charged to private owners and \$135,635.63 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed five percent per year. The Oxnard Downtown Improvement District (“ODID”) Board of Directors has approved an increase of 0 percent for the fiscal year 2018-19.

Resolution No. _____

Section 4. The City of Oxnard Chief Financial Officer is hereby authorized to request County of Ventura to collect assessments for the District for Fiscal Year 2018-19.

Section 5. The City Clerk is hereby authorized and directed to transmit a certified copy of the Resolution and the report prepared in support of the assessment to the Ventura County Auditor, as may be required to place said assessment on the secured property tax roll for the Fiscal Year 2018-19.

PASSED AND ADOPTED this 26th day of June, 2018, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



OXNARD DOWNTOWN
MANAGEMENT DISTRICT
BOUNDARY

MAP NOT TO SCALE



DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

EXHIBIT A

2018-19 Assessment Roll

APN	2018-19 PBID ASSMT
2010113110	\$3,524.03
2010160010	\$626.95
2010160020	\$593.34
2010160030	\$1,667.87
2010160040	\$443.67
2010160050	\$820.66
2010160060	\$413.13
2010160070	\$697.97
2010160080	\$646.88
2010160090	\$624.69
2010160100	\$705.86
2010160110	\$873.17
2010160120	\$733.47
2010160130	\$1,205.31
2010160170	\$1,419.27
2010160180	\$1,613.20
2010160190	\$924.75
2010160200	\$1,791.53
2010160220	\$1,039.87
2010160250	\$1,041.65
2010160260	\$2,009.43
2010211010	\$1,804.88
2010211040	\$441.02
2010211110	\$806.17
2010211120	\$684.59
2010211130	\$517.70
2010211140	\$517.70
2010211155	\$517.70
2010211170	\$1,716.43
2010211180	\$1,255.08
2010211190	\$1,458.63
2010211200	\$1,492.10
2010211210	\$1,496.39
2010211225	\$414.15
2010211230	\$617.32
2010211300	\$531.26
2010211360	\$1,062.24
2010211380	\$1,254.22
2010212010	\$1,427.87
2010212020	\$1,232.54
2010212030	\$1,226.47
2010212060	\$1,165.78

2010212070	\$1,310.52
2010212140	\$1,214.33
2010212150	\$2,770.66
2010212165	\$1,502.87
2010212170	\$1,542.32
2010212180	\$913.18
2010212190	\$945.52
2010212200	\$692.94
2010212230	\$1,105.09
2010212260	\$1,678.34
2010212270	\$1,323.84
2010213010	\$1,099.62
2010213020	\$667.24
2010213030	\$826.25
2010213075	\$515.52
2010213080	\$1,119.99
2010213090	\$1,176.75
2010213100	\$607.20
2010213110	\$220.64
2010213120	\$55.16
2010213130	\$1,022.18
2010213140	\$533.35
2010213150	\$500.54
2010213160	\$2,329.43
2010214010	\$750.04
2010214020	\$2,923.70
2010214030	\$2,043.08
2010214040	\$2,568.54
2010271030	\$607.20
2010271040	\$573.20
2010271060	\$623.01
2010271070	\$803.88
2010271080	\$1,131.02
2010271090	\$555.94
2010271100	\$761.09
2010271110	\$761.09
2010271160	\$220.64
2010271170	\$1,304.78
2010271180	\$2,632.17
2010272010	\$1,047.36
2010272020	\$569.75
2010272030	\$569.75
2010272040	\$55.16
2010272050	\$788.70

2010272060	\$1,592.11
2010272070	\$747.28
2010272080	\$747.28
2010272090	\$945.52
2010272100	\$1,536.25
2010272110	\$877.62
2010272120	\$1,205.25
2010272140	\$555.94
2010272150	\$1,597.41
2010272160	\$747.12
2010272170	\$761.09
2010272180	\$1,317.19
2010272190	\$55.16
2010272200	\$521.43
2010272210	\$419.84
2010272220	\$1,121.44
2010272230	\$1,625.71
2010360110	\$1,563.09
2020081010	\$1,316.17
2020081020	\$747.28
2020081100	\$1,114.73
2020081160	\$747.28
2020081170	\$1,316.17
2020081180	\$761.09
2020081190	\$761.09
2020081200	\$761.09
2020081210	\$761.09
2020081220	\$761.09
2020081230	\$1,329.98
2020081240	\$566.04
2020081250	\$761.09
2020081260	\$761.09
2020081270	\$761.09
2020081280	\$761.09
2020081290	\$761.09
2020083030	\$1,223.09
2020083040	\$55.16
2020083050	\$1,479.23
2020083060	\$1,067.87
2020083070	\$1,269.99
2020083210	\$2,111.00
2020083220	\$811.33
2020085030	\$746.28
2020085040	\$802.99

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

2020085050	\$3,263.94
2020085190	\$751.13
2020085200	\$1,815.22
2020091100	\$747.28
2020091370	\$1,712.65
2020091380	\$940.95
2020091390	\$11,160.58
2020091400	\$3,487.31
2020092030	\$428.12
2020092040	\$669.96
2020092050	\$1,148.44
2020092060	\$1,171.38
2020092070	\$2,165.83
2020092120	\$747.28
2020092130	\$1,209.25
2020092140	\$2,044.45
2020092170	\$5,629.69
2020092180	\$1,932.73
2020092190	\$2,688.23
2020094010	\$1,851.06
2020094020	\$1,085.53
2020094035	\$2,344.62
2020094040	\$1,859.10
2020094050	\$1,129.23
2020094060	\$1,347.71
2020094080	\$1,834.31
2020094140	\$1,216.23
2020094155	\$367.37
2020094160	\$367.37
2020094170	\$730.71
2020094185	\$704.27
2020094195	\$1,359.18
2020094205	\$383.94
2020094215	\$1,679.51
2020094225	\$383.94
2020094235	\$1,110.62
2020094240	\$1,504.98
2020095075	\$747.28
2020095085	\$747.28
2020095090	\$1,305.63
2020095100	\$1,202.46
2020095110	\$747.28
2020095120	\$3,917.59
2020095140	\$2,466.89
2020095150	\$1,492.10
2020095160	\$1,492.10
2020096035	\$1,391.72
2020096040	\$0.00
2020096050	\$1,551.95
2020096060	\$1,240.90
2020096070	\$1,354.18

2020096080	\$2,892.22
2020096095	\$940.98
2020096105	\$2,373.69
2020096110	\$1,208.99
2020096125	\$697.53
2020101130	\$1,507.90
2020101190	\$629.17
2020101205	\$490.30
2020101215	\$1,723.46
2020101225	\$362.54
2020101235	\$516.59
2020101255	\$441.12
2020101270	\$363.92
2020101290	\$399.13
2020101310	\$363.92
2020101330	\$363.92
2020101355	\$363.92
2020101360	\$359.42
2020101370	\$372.20
2020101405	\$404.31
2020101415	\$3,548.56
2020101420	\$1,208.20
2020101435	\$374.27
2020101445	\$2,047.00
2020102010	\$4,654.72
2020103025	\$705.86
2020103090	\$705.86
2020103100	\$2,008.89
2020103115	\$442.82
2020103120	\$1,808.70
2020103130	\$771.09
2020103145	\$692.05
2020103175	\$357.98
2020103185	\$522.28
2020103195	\$2,032.61
2020103205	\$592.24
2020103210	\$1,066.32
2020103225	\$374.27
2020103235	\$458.70
2020103245	\$2,243.59
2020104015	\$3,434.65
2020104165	\$2,506.63
2020104395	\$7,987.85
2020104405	\$1,066.95
2020104415	\$2,185.20
2020104425	\$1,875.63
2020104435	\$3,119.47
2020105100	\$6,478.81
2020105120	\$549.04
2020105170	\$449.27
2020105180	\$2,010.88

2020105195	\$359.08
2020105205	\$540.76
2020105210	\$359.08
2020105220	\$540.76
2020105235	\$375.65
2020105245	\$920.67
2020105260	\$432.70
2020105275	\$0.00
2020105295	\$2,523.08
2020105305	\$587.70
2020105325	\$2,394.79
2020105335	\$2,103.73
2020106015	\$1,162.19
2020106035	\$535.23
2020106065	\$740.38
2020106120	\$940.49
2020106130	\$1,555.67
2020106140	\$3,404.93
2020106245	\$588.53
2020106250	\$797.74
2020106265	\$426.90
2020106275	\$635.20
2020106285	\$383.94
2020106295	\$615.90
2020106310	\$401.47
2020106320	\$504.52
2020106355	\$1,843.77
2020106370	\$943.53
2020106380	\$943.64
2020106390	\$928.49
2020106400	\$1,956.93
2020106410	\$2,319.80
2020107050	\$532.37
2020107060	\$545.59
2020107070	\$545.59
2020107080	\$2,132.05
2020107100	\$906.13
2020107110	\$1,951.00
2020107120	\$535.23
2020107135	\$1,207.29
2020107160	\$1,153.50
2020107170	\$1,367.53
2020107195	\$506.63
2020107205	\$389.03
2020107215	\$387.69
2020107225	\$494.66
2020107235	\$2,788.84
2020107240	\$2,853.62
2020107250	\$1,452.90
2020131030	\$791.80
2020131040	\$1,545.96

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

2020131050	\$1,643.46
2020131060	\$1,510.42
2020131070	\$1,811.43
2020131170	\$1,092.30
2020131190	\$357.45
2020131220	\$568.57
2020131230	\$1,227.44
2020133010	\$1,316.17
2020133020	\$899.01
2020133030	\$747.28
2020133040	\$747.28
2020133050	\$55.16
2020133060	\$747.28
2020133210	\$3,116.05
2020135025	\$1,213.52
2020135035	\$5,672.73
2020141050	\$0.00
2020141060	\$913.18
2020141070	\$549.04
2020141080	\$1,062.87
2020141090	\$1,062.87
2020141100	\$55.16
2020141110	\$1,712.65
2020141155	\$55.16
2020141165	\$55.16
2020141175	\$55.16
2020141185	\$55.16
2020141195	\$55.16
2020141205	\$55.16
2020141215	\$55.16
2020141225	\$55.16
2020141235	\$55.16
2020141245	\$55.16
2020141255	\$55.16
2020141265	\$55.16
2020141275	\$55.16
2020141285	\$55.16
2020141295	\$55.16
2020141305	\$55.16
2020141315	\$55.16
2020141325	\$55.16
2020141335	\$55.16

2020141345	\$55.16
2020141355	\$55.16
2020141365	\$55.16
2020141375	\$55.16
2020141385	\$55.16
2020141395	\$55.16
2020141405	\$55.16
2020141415	\$55.16
2020141425	\$55.16
2020142160	\$5,791.80
2020143015	\$2,989.57
2020143025	\$1,348.96
2020143030	\$900.22
2020143040	\$776.63
2020143050	\$549.04
2020143140	\$3,496.07
2020143230	\$1,689.97
2020143240	\$1,496.60
2020143250	\$1,116.73
2020144170	\$840.79
2020144180	\$982.45
2020144190	\$1,034.67
2020144200	\$904.56
2020144210	\$954.57
2020144220	\$494.90
2020144230	\$1,574.59
2020144240	\$494.60
2020144250	\$1,144.88
2020144260	\$837.78
2020144270	\$928.01
2020144280	\$842.53
2020144290	\$753.85
2020144300	\$867.24
2020145010	\$3,071.49
2020145030	\$1,080.22
2020145050	\$1,588.46
2020145060	\$1,043.02
2020145100	\$0.00
2020145110	\$1,475.56
2020145120	\$747.28
2020145130	\$1,378.46
2020145140	\$1,316.17

2020145190	\$747.28
2020145200	\$719.67
2020145210	\$628.28
2020145220	\$4,218.05
2020145230	\$1,059.80
2020145240	\$1,173.66
2020146010	\$1,711.02
2020146020	\$990.41
2020146030	\$929.72
2020146040	\$656.61
2020146050	\$838.68
2020146070	\$1,182.49
2020146080	\$686.96
2020146090	\$535.23
2020146100	\$899.37
2020146110	\$535.23
2020146120	\$535.23
2020146130	\$777.99
2020146140	\$2,434.98
2020146150	\$1,265.13
2020146180	\$2,017.99
2020146190	\$535.23
2020146200	\$535.23
2020146210	\$535.23
2020146220	\$4,331.30
2020380015	\$55.16
2020380025	\$55.16
2020380035	\$55.16
2020380045	\$55.16
2020380055	\$55.16
2020380065	\$55.16
2020380075	\$55.16
2020380085	\$55.16
2020380095	\$55.16
2020380105	\$55.16
2020380115	\$55.16
2020380125	\$55.16
	\$454,094.55

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Approval of Agreement A-8067 Landscape Maintenance Contract for Seabridge CFD 4.

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

That City Council:

1. Approve and authorize the City Manager to execute Agreement A-8067 with Landscape Development, Inc. to provide landscape maintenance services to Seabridge Community Facilities District (CFD 4) in the total amount of \$755,640;
2. Approve a 10 percent contingency amount of \$75,564 for Agreement A-8067; and
3. Authorize the Special Districts Manager or designee to change service levels within the contract based upon available funding in the assessment district without returning to Council.

BACKGROUND

Seabridge Community Facilities District 4 (CFD 4) contains landscaping improvements that add value and enhance the aesthetic qualities of the district. All parcels within these districts are assessed for the annual cost of maintenance.

City staff updated the maintenance contract to incorporate stricter standards and requirements with which vendors must comply. Additionally, there is a service level document which clearly defines the type and frequency of work to be performed within the assessment districts. Currently, CFD 4 is being maintained by Landscape Development, Inc. under an old contract.

Approval of Agreement A-8067 Landscape Maintenance Contract for Seabridge CFD

June 26, 2018

Page 2

Staff initiated a pre-qualification process in September 2017 to ensure only bidders meeting the standard of work required for the CFDs would qualify. As a result, three (3) vendors pre-qualified: Garcia's Landscape Maintenance, Inc., Landscape Development, Inc., and BrightView Landscape Services, Inc.

Staff released a request for bids on March 19, 2018. Of the three (3) pre-qualified vendors, three (3) submitted bids. The lowest bidder was determined to be Landscape Development Inc. Seabridge residents and the master HOA have requested to remain at Service Level A, therefore the new contract is a three (3) year contract for A Level of Service.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no impact on the General Fund. The costs associated with this agreement will be paid fully by Seabridge CFD 4 Fund 173. The routine monthly maintenance services will be paid from CFD 4 Professional Contract (account no. 173-1606-805-8209). The FY18-19 Proposed Budget of the contract line item is \$276,880 and CFD 4 Contingency (account 173-1606-805-8229) is \$69,500. The proposed budget is sufficient for maintenance needs provided by the contract.

ATTACHMENTS:

Attachment A - Agreement No. A-8067

**CITY OF OXNARD CONTRACT FOR MAINTENANCE OF
COMMUNITY FACILITIES DISTRICTS**

THIS CONTRACT ("Contract") is made and entered this 1st day of July, 2018 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and LANDSCAPE DEVELOPMENT, INC. ("Contractor").

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 Prequalification Packet, Instructions to Bidders, General Provisions, Special Provisions, Maps, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-D and all insurance documentation, the City business license, permits from regulatory agencies, and Addenda. These documents are incorporated herein by reference. The Contract also consists of the document titled "Additional Scope for Seabridge Landscape Maintenance Services" which is attached hereto and incorporated herein as **Exhibit C**.

2. **Scope of Services.** Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of the Seabridge Community Facilities District ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. **Extra Work.** As needed, City may contact Contractor to perform work in a good and workmanlike manner for the maintenance of other landscape maintenance districts, some community facilities districts, and/or a waterways assessment district. If Contractor accepts that work either in writing or by beginning any part of the requested work, it shall be paid in accordance with the prices as submitted in its Bid. There is no guarantee of this extra work.

4. **Compensation.** In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Seven Hundred Fifty Five Thousand Six Hundred and Forty dollars (\$755,640) in accordance with the prices as submitted in the Bid.

5. **Wages.** Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Contractor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Contractor 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.

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

d. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor 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. Contractor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Contractor of the amount owed.

e. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The Contractor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Contractor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

6. 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."

7. 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.

8. 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.

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

10. Amendment. No Contract modification, amendment or supplement will be binding unless written and signed by the parties' duly authorized representatives.

11. 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

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

9, 2002, and effective October 1, 2002.

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

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7. 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.

8. 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.

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

10. Amendment. No Contract modification, amendment or supplement will be binding unless written and signed by the parties' duly authorized representatives.

11. 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.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

LANDSCAPE DEVELOPMENT, INC.

By: _____

Title: Gary Horton; Chief Executive Officer

Dated: _____

By: _____

Title: Carrie Horton; Corporate Secretary**CITY OF OXNARD**

By: _____

City Manager

APPROVED AS TO FORM:

By: _____

City Attorney

APPROVED AS TO CONTENT:

By: _____

Project Manager

By: _____

Finance Director

APPROVED AS TO INSURANCE:

By: _____

Risk Manager

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity 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 Contractor.

A-8990 67
OC**LANDSCAPE DEVELOPMENT, INC.**By: [Signature]Title: Gary Horton; Chief Executive OfficerDated: 5.22.2018By: [Signature]Title: Carrie Horton; Corporate Secretary**CITY OF OXNARD**

By: _____

City Manager

APPROVED AS TO FORM:

By: _____

City Attorney

APPROVED AS TO CONTENT:By: [Signature]

Project Manager

APPROVED AS TO INSURANCE:

By: _____

Risk Manager

By: _____

Finance Director

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity 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 Contractor.

Exhibit INS-D

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(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.

2.1 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 location or shall be twice the occurrence amount;

2.2 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;"

2.3 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.

2.4 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.

1 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-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

2 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.

3 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-D 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).**

4 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.

5 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.

6 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.

4/18

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.

INS-D.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; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

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
☐ 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@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 _____

EXHIBIT A

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**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. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2017**

- c. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Vendor 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.
- c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- d. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT B: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor 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. Contractor shall perform the Project as a public work. Contractor 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. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor 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. Contractor 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 Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor 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.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor 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 Contractor'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. Contractor 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. Contractor 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. Contractor 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, Contractor shall diligently take corrective action to halt or rectify any failure.

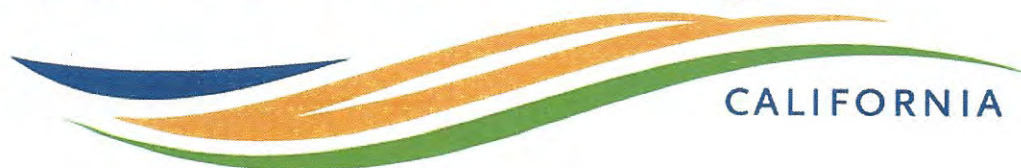
13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, 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 consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT C

CONTRACT DOCUMENTS

CITY OF

OXNARD



CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF SEABRIDGE COMMUNITY FACILITIES DISTRICT

Due Thursday, April 9, 2018 at 2:00 p.m.

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION.** The City will only accept Bids from prequalified Bidders. Any Bid received from a Bidder who has not been prequalified for the Project will be returned unopened. Prequalification Questionnaires are available at Patricia Garcia's office, which is located at Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030.

2. **FORM OF BID.** Each Bid shall be made by email or on a hard copy of the Bid form found at the end of these Contract Documents. Bidders shall include all Bid forms and type or fill in using blue or black ink all blank spaces, including inserting "N/A" (for "not applicable") where necessary. Any additions, deletions, conditions, limitations or provisos by the Bidder may render the Bid irregular and may cause rejection. All changes must be crossed out and initialed (erasures, correction fluid and correction tape are unacceptable). Modifications submitted separately from the Bid form will not be accepted. Each Bid must be submitted in one of the following two ways:

- a. In a sealed envelope addressed or delivered to Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030, attention: Patricia Garcia. The envelope must show the Bidder's name and "Seabridge CFD Maintenance Bid" clearly printed.
- b. In an email addressed to Patricia Garcia at Patricia.Garcia@oxnard.org with a subject line of "Seabridge CFD Maintenance Bid" and the Bidder's name.

Do not return Plans or Specifications or enclose other documents in the Bid envelope or email them to the City. No other form of Bid shall be considered.

3. **DELIVERY OF BIDS.** Each Bid shall be emailed or mailed and shall be received by 2:00 p.m. on Thursday, April 9, 2018. The time of delivery shall be definitively determined by Patricia Garcia's computer or by the time the email arrives to Patricia Garcia's inbox. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the deadline will be returned unopened.

4. **WITHDRAWAL OF BID.** A Bid may be withdrawn without consequences upon the Bidder's written request filed with the Patricia Garcia before the Bid submission deadline. After that deadline, a Bid must remain valid and shall not be subject to withdrawal for sixty (60) Calendar Days. If this period is about to expire, the City may propose an extension and will contact the three (3) lowest Bidders to determine if they agree.

5. **ADDENDA.** Bidders are responsible for ensuring that they have received all Addenda, if any. Bidders may contact the City to verify that they have received all Addenda issued.

6. **REQUESTS FOR CLARIFICATION OR CORRECTION.** Upon discovering an error, omission, ambiguity or conflict in the Contract Documents, a Bidder may mail, email or personally deliver a written request for clarification or correction to Patricia Garcia at least five (5) Calendar Days before Bid opening referencing "Seabridge CFD Maintenance Bid." Any clarification or correction will be made only by a written Addendum and to everyone who obtained a Bid packet directly from Patricia Garcia. No oral clarification or correction shall be binding. Ms. Garcia can be reached at Patricia.Garcia@oxnard.org or at Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030.

7. **DISCREPANCIES IN BIDS.** In case of any discrepancy between words and figures in a

submitted Bid, words shall prevail. In case of any discrepancy between an amount listed for the monthly level of service or for a one-time service and the total for that district, the amount listed for the monthly level of service or for a one-time service shall prevail; but, if that amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total column, then the amount set forth in the total column for the item shall prevail.

8. DISQUALIFICATION OF BIDDERS. No Person shall be allowed to be interested in more than one Bid. Anyone who has submitted a Bid or has quoted prices of materials to a Bidder is not disqualified from submitting a Bid or quoting prices to other Bidders or from making a prime Bid. If there is any reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

9. AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bid or in the bidding process. Contract awards, if made, will be to the Bidders that submitted the lowest Bids, which will be determined on the basis of the monthly service levels only for the district. Contracts may also be awarded to the second lowest Bidders such that they may serve as back-up to the lowest Bidders in their absence, delay or termination.

10. BID PROTESTS. Any protest of the award to the Bidder deemed to have the lowest or second lowest Bid, which will be determined on the basis of the monthly service levels only for each district shall only be valid and considered if that Bid protest meets the following conditions:

- a. The party filing a Bid protest must have actually submitted a timely Bid.
- b. The Bid protest must be submitted by email to Patricia Garcia's attention, copying on that same email the protested Bidder and any other Bidder identified in the Bid protest. The City must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the Bid opening.
- c. The Bid protest must contain: the name of the protesting Bidder and the name, address, phone number and email address of the person representing the protesting Bidder; all factual and legal grounds for the protest, including a precise statement of all relevant facts and references to the specific portion or portions of the document or specific statute that form the basis for the protest; and any written materials that the protesting Bidder wishes to have considered in determining the protest. Bid protests must be complete at the time of submission; the protest may not be supplemented after submission.
- d. Any Bidder that receives a copy of a Bid protest may submit by email its response to Ms. Garcia's attention. That Bidder must copy on that same email the protesting Bidder and any other Bidder identified in the Bid protest. Ms. Garcia must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date the Bid protest delivery. Bid protest responses must be complete at the time of submission; the response may not be supplemented after submission.
- e. Ms. Garcia shall review all timely protests before award of the Contract. Bidders must provide within 24 hours any information and/or documentation requested by Ms. Garcia as part of such investigation. Ms. Garcia shall prepare a written response to the Bid protest, which shall be provided to the protesting Bidder and to any other Bidders identified in the Bid protest.
- f. The protesting or protested Bidder may dispute Ms. Garcia's response by emailing a

request for reconsideration to Jeri Cooper's attention, copying on that same email the protesting Bidder, the protested Bidder and any other Bidders identified in the Bid protest. The City must receive the request at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the City's response letter. Upon receipt of such request, Ms. Cooper shall review the original protest, the request for reconsideration, and all information provided. Ms. Cooper shall prepare a written response to the Bid protest, which shall be provided to the protesting Bidder, the protested Bidder and any other Bidders identified in the Bid protest. Ms. Cooper's decision shall be final.

g. All documents submitted by Bidders pursuant to this Section shall be submitted by email. Any other form of submitting information or documentation will be rejected.

h. The procedures and time limits set forth in this Section are mandatory and are Bidders' sole and exclusive remedy in event of a Bid protest. The Bidder's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the Bid protest, including filing a California Government Code claim or initiating any other legal proceedings.

i. These Bid protest procedures shall not limit the City Council's ability to reject all bids.

11. SIGNATURES. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing for the Bidder. In executing any City document, the City requires the following: for a corporation or s-corporation, (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; or for a partnership or limited partnership, the signatures of all partners.

WAGES. Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

Mail or email all bids to:

**City of Oxnard
Financial Resources Department, 2nd Floor
300 W. 3rd Street, Oxnard, CA 93030
Attn: Patricia Garcia
Seabridge CFD Maintenance Bid
E-mail: Patricia.Garcia@Oxnard.org**

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION.

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See "Days" in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See "Work" in Greenbook.

Project Manager – the project manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or

similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Change Order – There shall be no classic “change orders” in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor’s City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

"No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals [see Greenbook].

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

"Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents."

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a registered land surveyor or registered civil engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections [additional to the Greenbook].

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections [additional to the Greenbook].

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

5-1.3 Entry by Utility Owners [additional to the Greenbook].

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

5-4 RELOCATION.

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

"To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."



COMMUNITY FACILITIES DISTRICT MAINTENANCE CITATION FORM

District Name:		Deficiency Date(s):			
Maintenance Item	Deficiency	1st Occurrence Warning Only	2nd Occurrence	3rd Occurrence	4th Occurrence
Turf					
Mowing, Edging & Trimming			\$50.00	\$75.00	\$100.00
Aeration			\$25.00	\$50.00	\$75.00
Dethatching			\$100.00	\$150.00	\$200.00
Overseeding			\$25.00	\$50.00	\$75.00
Removal of grass clippings and debris			\$25.00	\$50.00	\$75.00
Fertilization					
Turf			\$25.00	\$50.00	\$75.00
Shrubs, Groundcover, Vines			\$25.00	\$50.00	\$75.00
Trash and Debris Removal			\$25.00	\$50.00	\$75.00
Weed Control			\$50.00	\$75.00	\$100.00
Pest Control			\$50.00	\$75.00	\$100.00
Pruning and Trimming					
Shrubs, Groundcover, Vines			\$75.00	\$100.00	\$150.00
Trees			\$75.00	\$100.00	\$150.00
Removal of plant clippings and debris			\$25.00	\$50.00	\$75.00
Graffiti			\$25.00	\$50.00	\$75.00
Irrigation			\$50.00	\$75.00	\$100.00

Comments:

City of Oxnard

Date

6-3 *SUSPENSION OF THE WORK [see Greenbook].***6-3.1 *General [see Greenbook].*****6-3.2 *Archeological and Paleontological Discoveries [see Greenbook].*****6-4 *TERMINATION OF THE CONTRACT FOR DEFAULT.***

Greenbook Section 6-4 is not incorporated.

6-4.1 *General.*

Greenbook Section 6-4.1 is not incorporated.

6-4.2 *Notice to Cure.*

Greenbook Section 6-4.2 is not incorporated.

6-4.3 *Notice of Termination for Default.*

Greenbook Section 6-4.3 is not incorporated.

6-4.4 *Responsibilities of the Surety.*

Greenbook Section 6-4.4 is not incorporated.

6-4.5 *Payment.*

Greenbook Section 6-4.5 is not incorporated.

6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE.*

Greenbook Section 6-5 is not incorporated.

6-6 *DELAYS AND EXTENSIONS OF TIME.***6-6.1 *General.***

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources."

6-6.2 *Extensions of Time.*

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

“Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor.”

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

“If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request.”

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

"Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed."

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

"Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of \$250.

Execution of the Contract shall constitute agreement by the City and Contractor that \$250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs."

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work 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 Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

7-1.3 Crushing and Screening Operations [see Greenbook].

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

7-2.1 General [see Greenbook].

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Work is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 *Copies of Wage Rates [additional to the Greenbook].*

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 Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 *Job Site Notices [additional to the Greenbook].*

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 *Failure to Pay Prevailing Rates [additional to the Greenbook].*

The Contractor 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 *Apprentices [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 *Debarment or Suspension [additional to the Greenbook].*

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 *Payroll Records.*

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict

compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR.”

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

“The Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.”

7-2.5 Registration with the DIR *[additional to the Greenbook]*.

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring *[additional to the Greenbook]*.

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor’s expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses.

7-2.8 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy *[additional to the Greenbook]*.

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
- Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
- Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
- Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2016-17, Contractor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage *[additional to the Greenbook]*.

A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five (5) people.

7-2.11 Posting Living Wage Policy *[additional to the Greenbook]*.

Contractor 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.

7-2.12 Enforcement of Living Wage Policy *[additional to the Greenbook]*.

If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars (\$500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he or she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

7-2.13 Amendment of Living Wage Policy *[additional to the Greenbook]*.

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 INSURANCE *[see Greenbook]*.

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

"All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 INDEMNIFICATION *[additional to the Greenbook]*.

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property),

demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Nonwaiver of Rights *[additional to the Greenbook]*.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor shall bear all costs for the City's

Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

7-8.1 General [see Greenbook].

7-8.2 Air Pollution Control [see Greenbook].

7-8.3 Noise Control [see Greenbook].

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials [see Greenbook].

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers [see Greenbook].

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access *[additional to the Greenbook]*.

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic *[additional to the Greenbook]*.

7-10.2.1 Traffic Control Plan (TCP) *[additional to the Greenbook]*

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 *Street Closures, Detours, Barricades [additional to the Greenbook]*

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 *Haul Routes.*

Greenbook Section 7-10.3 is not be incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 *Safety [see Greenbook].*

7-10.4.1 *Work Site Safety [see Greenbook].*

7-10.4.1.1 General [see Greenbook].

7-10.4.1.2 Work Site Safety Official [see Greenbook].

- 7-10.4.2 *Safety Orders [see Greenbook].*
- 7-10.4.2.1 *General [see Greenbook].*
- 7-10.4.2.2 *Shoring Plan [see Greenbook].*
- 7-10.4.2.3 *Payment [see Greenbook].*
- 7-10.4.3 *Use of Explosives [see Greenbook].*
- 7-10.4.4 *Hazardous Substances [see Greenbook].*
- 7-10.4.5 *Confined Spaces [see Greenbook].*
- 7-10.4.5.1 *Confined Space Entry Program (CSEP) [see Greenbook].*
- 7-10.4.5.2 *Permit-Required Confined Spaces [see Greenbook].*
- 7-10.4.5.3 *Payment [see Greenbook].*
- 7-10.5 **Security and Protective Devices.**
- 7-10.5.1 *General [see Greenbook].*
- 7-10.5.2 *Security Fencing [see Greenbook].*
- 7-10.5.3 *Steel Plate Covers [see Greenbook].*
- 7-10.5.4 *Protection of the Public [additional to the Greenbook].*

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material

to be furnished to bring the Project into compliance with CalOSHA and federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices [additional to the Greenbook].

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].

7-12 ADVERTISING [see Greenbook].

Contractors vehicle shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information [additional to the Greenbook].

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, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans 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 (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense.

7-16.2 Information Provided by Contractor *[additional to the Greenbook]*.

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions *[additional to the Greenbook]*.

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

7-16.4 Enforcement *[additional to the Greenbook]*.

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City *[additional to the Greenbook]*.

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 Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the

Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8.6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General [see Greenbook].

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights [see Greenbook].

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General [see Greenbook].

9-3.2 Partial and Final Payment [additional to Greenbook].

Each month, Contractor shall submit its standard invoice to the City. Attached, Contractor shall submit one (1) Itemized Completed Monthly Maintenance Services Form per district (at the appropriate service level) that is the same or similar to the one on the next page.



Itemized Monthly Completed Maintenance Services Form (Service Level A)

District Name: _____

Turf Maintenance

Date(s) Completed

Mowing, Edging and Trimming (every week)

Aerate to relieve compaction (3x per year)

Dethatch (annually)

Overseed Stressed Areas (bi-annually)

Fertilization Schedule

Turf (quarterly)

Shrubs, Ground Cover, Vines (monthly)

Trash and Debris Removal

Entire Area (daily)

Pest Control

Control and eradication of all plant pests within the landscape (as required)

(mark if completed)

Weed Control

Control and eradication of all weeds (daily)

Pruning and Trimming

Shrubs, Ground Cover, Vines (weekly)

Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly

(mark if completed)

General Site Maintenance

Restrooms

(mark if completed)

Play Structures

(mark if completed)

Exercise Stations

(mark if completed)

Graffiti (respond within 24 hours of notification)

(mark if completed)

Irrigation Checks (daily)

Electrical Checks

I, _____, the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed: _____ **Date:** _____



Itemized Monthly Completed Maintenance Services Form (Service Level B)

District Name: _____

Turf Maintenance

Date(s) Completed

Mowing, Edging and Trimming (every week)

Aerate to relieve compaction (3x per year)

Dethatch (annually)

Overseed Stressed Areas (bi-annually)

Fertilization Schedule

Turf (quarterly)

Shrubs, Ground Cover, Vines (monthly)

Trash and Debris Removal

Entire Area (daily)

Pest Control

Control and eradication of all plant pests within the landscape (as required)

(mark if completed)

Weed Control

Control and eradication of all weeds (daily)

Pruning and Trimming

Shrubs, Ground Cover, Vines (weekly)

Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly

(mark if completed)

General Site Maintenance

Restrooms

(mark if completed)

Play Structures

(mark if completed)

Exercise Stations

(mark if completed)

Graffiti (respond within 24 hours of notification)

(mark if completed)

Irrigation Checks (daily)

Electrical Checks

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed: _____

Date: _____

9-3.2.1 *Monthly Closure Date and Invoice Date [additional to the Greenbook].*

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 *Payments [additional to the Greenbook].*

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 *Delivered Materials [see Greenbook].*

9-3.4 *Mobilization.*

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 *AUDIT [additional to the Greenbook].*

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]

10-1 *LICENSES [additional to the Greenbook].*

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard business license at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 *NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].*

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status,

citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor 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 the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit

or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-9 APPLICABLE LAW [additional to the Greenbook].

The validity, interpretation, and performance of these Contract Documents 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 Contract shall be in the Ventura County Superior Court.

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor 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 Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such Persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor's employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor and its agents and 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

10-12 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15 CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City. Additionally, the City Manager, in his or her sole discretion, may renew the Agreement for up to two (2) additional years; if the City Manager chooses to do so, all provisions that apply in the first three (3) years shall apply to the fourth and fifth years. Some provisions may survive the term listed within this Section, as stated in those provisions.

10-17 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to

the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-18 SURVIVAL [additional to the Greenbook].

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS [see Greenbook].

800-1.1 Topsoil [see Greenbook].

800-1.1.2 Class "A" Topsoil [see Greenbook].

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials [see Greenbook].

800-1.2.1 General [see Greenbook].

800-1.2.2 Manure [see Greenbook].

800-1.2.3 Commerical Fertilizer [see Greenbook].

800-1.2.4 Organic Soil Amendment [see Greenbook].

800-1.2.5 Mulch [see Greenbook].

800-1.3 Seed [see Greenbook].

800-1.4 Plants [see Greenbook].

800-1.4.1 General [see Greenbook].

800-1.4.2 Trees [see Greenbook],

- 800-1.4.3 Shrubs *[see Greenbook]*.
- 800-1.4.4 Flatted Plants *[see Greenbook]*.
- 800-1.4.5 Sod and Stolon (turf grass) *[see Greenbook]*.
- 800-1.4.6 Cuttings *[see Greenbook]*.
- 800-1.5 Headers, Stakes, and Ties.

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General *[see Greenbook]*.

801-2 EARTHWORK AND TOPSOIL PLACEMENT *[see Greenbook]*.

801-2.1 General.

The words "or Class B" shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparation and Conditioning *[see Greenbook]*.

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

"Class "C" topsoil shall be scarified and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed."

801-2.2.2 Fertilizing and Conditioning Procedures *[see Greenbook]*.

801-2.3 Finish Grading *[see Greenbook]*.

801-3 HEADER INSTALLATION *[see Greenbook]*.

801-4 PLANTING *[see Greenbook]*.

801-4.1 General *[see Greenbook]*.

801-4.2 Protection and Storage *[see Greenbook]*.

- 801-4.3 **Layout and Plant Location [see Greenbook].**
- 801.4.4 **Specimen Planting [see Greenbook].**
- 801.4.5 **Tree and Shrub Planting [see Greenbook].**
- 801-4.6 **Plant Staking and Guying [see Greenbook].**
- 801.4.6.1 **Method "A" Tree Staking [see Greenbook].**
- 801.4.6.2 **Method "B" Tree Staking [see Greenbook].**
- 801-4.6.3 **Guying [see Greenbook].**
- 801-4.7 **Ground Cover and Vine Planting [see Greenbook].**
- 801-4.8 **Lawn Planting [see Greenbook].**
- 801-4.8.1 **General [see Greenbook].**
- 801-4.8.2 **Seed [see Greenbook].**
- 801-4.8.3 **Sod [see Greenbook].**
- 801-4.8.4 **Stolon Planting**

Greenbook Section 801-4.8.4 is not incorporated.

- 801-4.9 **Erosion Control Planting [see Greenbook].**
- 801-4.9.1 **General [see Greenbook].**
- 801-4.9.2 **Straw Stabilization**

Greenbook Section 801.4.9.2 is not incorporated.

- 801-4.9.3 **Seeding and Mulching [see Greenbook].**
- 801-4.9.4 **Sprigging [see Greenbook].**
- 801-4.9.5 **Watering [see Greenbook].**

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT [see Greenbook].

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS**SECTION 1000. TURF MAINTENANCE****1000-1 MOWING AND EDGING OF TURF.**

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the

Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. Current standard in Seabridge is to post treatment of park turf areas two (2) days prior to application as notification to residents.

1000-5 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

1000-5-1

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-5-2

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

1000-5-3

Contractor will be required to use iCentral for the control and monitoring of the Seabridge irrigation system.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 *TURF WEED CONTROL*

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE**2000-1 PRUNING AND EDGING.**

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUNDCOVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

2000-3 FERTILIZATION.

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

2000-6 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical

methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work within Seabridge. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

The Contractor shall provide more extensive maintenance to the trees within property on an annual basis. Such maintenance would include but is not limited to pruning, removal of berries, skinning of palms, thinning and lifting of trees taller than those indicated in the Service Level document. Excluded from this requirement are the Palm trees located on Wooley Road which will be trimmed annually by an outside contractor. However, if any palm fronds or other debris surround those trees, it is the responsibility of the Contractor

to remove and dispose of it. Contractor is also still responsible for fertilization, weed and pest control, etc. in these areas per the scope and Service Level Document.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 SERVICE LEVEL EXPECTATION

For Service Level A, the Contractor will be required to have staff on property 8 hours per day, 5 days per week, Monday – Friday. This must include a full time irrigation technician and a crew supervisor. For Service Level B, there is no minimum on property requirement, however, there must be a full time irrigation technician and crew supervisor on site during designated service days.

4000-2 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed

in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas.

4000-3 *PARK AMENITIES*

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Maintenance of park amenities including restrooms, playgrounds, tennis courts, benches, and picnic tables will be maintained by City Staff. It is the Contractor's responsibility to maintain trash receptacles and dog mutt-mitt dispensers on designated service days. Bags will be provided by the City. It is the Contractor's responsibly to open the restrooms when they arrive on property, empty trash cans, remove any coal debris from BBQ grills and check, restock and empty trash cans on mutt mitt stations, Monday – Friday. Contractor will be excluded from these maintenance responsibilities on weekends and National Holidays.

If Contractor notices any park amenities that need service or repair, they are to be reported to the City for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-4 *ELECTRICAL SYSTEM LIGHTING.*

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaire, ballast or bulb located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

4000-5 *WATER AND ELECTRICAL COSTS.*

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-6 *GRAFFITI*

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances do we paint over graffiti on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within

24 hours of notification. The Contractor shall be responsible for any graffiti that is 12" x 12" or smaller throughout the property. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

4000-7 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-8 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-9 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services.

Contractor or representative shall be available to perform regular inspections of the assessment district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-10 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-11 TRAFFIC CONTROL.

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

4000-12 PLANTER BED AND MEDIAN MULCH.

Contractor shall be responsible for the spreading of mulch within the planter beds, tree wells, medians, etc. throughout the property. The City will provide the mulch as needed and mulching should occur bi-annually. The bid should include any labor costs for staff to spread mulch during their regular maintenance of the property. Project Manager or his or her designee will coordinate with the Contractor's crew supervisor to set up a schedule for the delivery and spreading of mulch as needed.

4000-13 NATURE TRAIL.

If applicable to the district, Contractor shall maintain the designated areas of the Nature Trail quarterly for weed control and tree maintenance.

4000-14 SOFTWARE.

Contractor will be required to utilize the Cappsure program or any program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

If applicable to the district, Contractor will be required to use iCentral for control and monitoring the Seabridge irrigation system.

SECTION 5000. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET**5000-1 INSTRUCTIONS FOR USE.**

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 CHEMICALS AND FERTILIZERS.

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 *NUTRIENTS.*

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

5000-7 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, and ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 4**

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 3

Irrigation	Frequency	Level of Service				
		A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	Every Third week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X
	Provide Annual Tree Maintenance to trees above 13.5' as referred to in the contract		X	X			

SEABRIDGE DISTRICTS' SITE MAP

Copies are available for purchase at CyberCopy in Ventura

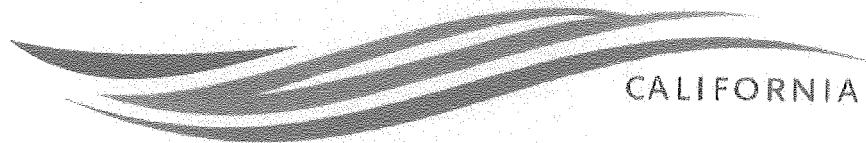
<https://www.cybercopyplanroom.com/jobs/268/details/seabridge-cfd-maps>

Job Key: #seabridge

BID PACKET

CITY OF

OXNARD



CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF SEABRIDGE COMMUNITY FACILITIES DISTRICT

Submitted by:

Contractor's Name: LANDSCAPE DEVELOPMENT, INC.Address: 28447 WITHERSPOON PKWYCity: VALENCIA State: CA Zip Code: 91355Contact Person: RON REITZ Phone: 661-510-4380Email: rreitz@landscape.development.com Date: 4/9/19

BID FOR MAINTENANCE OF SEABRIDGE COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Seabridge Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

2. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or its breakdown or contents, or divulged information or data relative to that Bid price, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent of such entities, to effectuate a collusive or sham Bid and has not paid and will not pay any person or entity for such purpose.

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>3/20/18</u>	#03	<u>3/29/18</u>
#02	<u>3/29/18</u>	#04	<u>4/3/18</u>

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on APRIL 9TH, 2018 [date], at VALENCIA [city], CALIFORNIA [state].

Bidder's Name (Company): LANDSCAPE DEVELOPMENT, INC.

Signature: [Signature]

Title: DIVISION PRESIDENT

Print: RON REITZ

Date: 4/9/18

**CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF SEABRIDGE COMMUNITY FACILITIES
DISTRICT**

(UPDATED 3/28/18)

District Name	MONTHLY SERVICE LEVELS					Total of All Service Levels Bid ²
	A Level of Service ¹	B Level of Service ¹	C Level of Service ¹	D Level of Service ¹	F Level of Service ¹	
Seabridge CFD	\$20,990	\$13,250	\$3,600	\$2,000	\$980	\$40,820

¹Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

²The policy at the City of Oxnard is to award contracts to the lowest responsible bidder. For this specific bid package, the lowest bidder will be determined by adding together all the rows (per example below) and the total for that row will determine the lowest bidder. You must complete every column in the row or you will be automatically excluded from consideration for the bid.

Bidder's Name (Company): LANDSCAPE DEVELOPMENT, INC. Date: 4/9/18

Print: RON REITZ Signature:  Title: DIVISION PRESIDENT

Purchasing Division

300 West Third Street
 Oxnard, CA 93030
 (805) 385-7538
 www.oxnard.org



3/20/18

ADDENDUM #1

BID No.

Scheduled Bid Closing Date:

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- Are all the highlighted areas in color part of the common area being considered for the Seabridge Landscape Maintenance Bid?

All of the areas highlighted in color on the Seabridge CFD maps are City maintained areas. If the particular area is called out in the Scope of Work within the bid, then it should be considered as part of your bid.

For example, the concrete walkways are called out on the maps as City responsibility. However, within the Scope of Work, the contractor does not have responsibility to maintain these areas except as they relate to landscape and weed abatement. Similarly, the trees are notated on the maps. Within the Scope of Work in the bid, there is a detailed description as to what the contractors responsibility is as it relates to tree maintenance.

Addendum #1 received: Date 3/20/18

Received by: RON REITZ 

Name & Title, printed: RON REITZ, DIVISION PRESIDENT

Company: LANDSCAPE DEVELOPMENT, INC.

Address: 28447 WITHERSPOON PKWY, VALENCIA, CA 91355

Telephone Number, including Area Code: 661-295-1970

Fax Number, including Area Code: 661-295-1969

responsibility of the Contractor to remove and dispose of it. Contractor is also still responsible for fertilization, weed and pest control, etc. in these areas per the scope and Service Level Document." Refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5 for updated service level descriptions.

6. Will you need a "Tree Service Proposal" in our bid?
See response above.
7. Will thatching and aeration be included in our month to month?
Yes, based upon the Service Level. Please refer to the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts V5 for what is required based upon the various service levels.

Addendum #2 received: Date 3/29/18

Received by: RR

Name & Title, printed: RON REITZ, DIVISION PRESIDENT

Company: LANDSCAPE DEVELOPMENT, INC.

Address: 28447 WITHERSPOON PKWY, VALENCIA, CA 91355

Telephone Number, including Area Code: 661-510-4380

Fax Number, including Area Code: 661-295-1969

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



3/29/2018

ADDENDUM #3**BID No.****Scheduled Bid Closing Date: April 9, 2018**

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

Attached you will find the updated **CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF SEABRIDGE COMMUNITY FACILITIES DISTRICT.** This bid sheet now reflects options for Service Levels A – F for the Seabridge Landscape Maintenance Contract.

The policy at the City of Oxnard is to award contracts to the lowest responsible bidder. For this specific bid package, the lowest bidder will be determined by adding together all the rows (per example below) and the total for that row will determine the lowest bidder. You must complete every column in the row or you will be automatically excluded from consideration for the bid.

District Name	MONTHLY SERVICE LEVELS					Total of All Service Levels Bid ²
	A Level of Service ¹	B Level of Service ¹	C Level of Service ¹	D Level of Service ¹	F Level of Service ¹	
Seabridge CFD	\$20,000	\$15,000	\$10,000	\$5,000	\$2,000	\$52,000

Addendum #3 received: Date 3/29/18Received by: Name & Title, printed: RON REITZ, DIVISION PRESIDENTCompany: LANDSCAPE DEVELOPMENT, INC.Address: 28447 WITHERSPOON PKWY, VALENCIA, CA 91355Telephone Number, including Area Code: 661-295-1970Fax Number, including Area Code: 661-295-1969

Purchasing Division

300 West Third Street
 Oxnard, CA 93030
 (805) 385-7538
 www.oxnard.org



April 3, 2018

ADDENDUM #4

BID No.

Scheduled Bid Closing Date: April 9, 2018

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

1. What was the winning bid for Seabridge the last time it went out to bid?

The winning bid for landscape maintenance services was \$12,150 per month by Landscape Development Inc.

2. What level(s) is Seabridge currently being serviced at?

The previous bid for landscape maintenance services is under an old contract type, which did not include the service level designations. While similar to the new Service Level A, there is no direct correlation between the services currently being provided and what we are requesting under this request for bid.

3. Will there be a place for a green dumpster and place where we may store landscape gear onsite?

On a case by case basis, if approved by the City Attorney's office, contractor will be allowed the use of the Seabridge Yard located on Harbor Island Lane. Contractor will be required to sign the Right of Entry agreement prior to utilizing the Seabridge Yard. All costs associated with a refuse bin will be at the expense of the contractor.

Addendum #4 received: Date 4/3/18

Received by: [Signature]

Name & Title, printed: RON REITZ, DIVISION PRESIDENT

Company: LANDSCAPE DEVELOPMENT, INC.

Address: 28447 WITHERSPOON PKWY, VALENCIA, CA 91355

Telephone Number, including Area Code: 661-295-1970

Fax Number, including Area Code: 661-295-1969



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in dark ink, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: City of Oxnard General Fund Loan to LMD 31 Rancho De La Rosa.

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

That City Council approve and authorize:

1. The Mayor to execute Agreement No. A-8072 between the City of Oxnard and Landscape Maintenance District 31 – Rancho De La Rosa for a loan in the amount of \$45,000 plus 2.9% interest to fund the replacement of fencing at LMD 31 Rancho De La Rosa;
2. The obligation created by this Agreement as memorialized by the Promissory Note and the Chief Financial Officer is authorized to effectuate this loan;
3. A budget appropriation in the amount of \$45,000 to LMD 31 Rancho De La Rosa (Fund 157) for replacement of fencing (Fenceworks, Inc. 8242-18-FN).

BACKGROUND

Agreement number A-8072 represents a loan between the City of Oxnard and Landscape Maintenance District 31 – Rancho De La Rosa (LMD 31) to pay for the replacement cost of fencing located along the perimeter of the District. LMD 31 does not have sufficient funding to pay for the replacement costs at this time. This agreement will be paid back over 3 fiscal years at an interest rate of 2.9% with interest being paid on the balance each year. The repayment plan is as follows:

June 30, 2020: \$16,305

Approval of Agreement No. A-8072 Between the City of Oxnard and LMD 31 Rancho De La Rosa
June 26, 2018
Page 2

June 30, 2021: \$15,870
June 30, 2022: \$15,435

Agreement No. 8242-18-FN represents a negotiated contract with Fenceworks, Inc. for the replacement of fencing they removed at LMD 31 Rancho De La Rosa in which the contract between the City and Landscape Maintenance District will fund.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

A General Loan Fund of \$45,000 will be provided to LMD31 Rancho De LA Rosa to pay for the partial replacement fencing cost. The loan will be recorded in FY 2018-19 with a 3 fiscal year repayment plan beginning FY 2019-20. An appropriation of \$45,000 will be budgeted to LMD31 Rancho De La Rosa Professional Service Special Project (157-1606-804-8229) in FY 2018-19. The principal and interest payment of the loan will be budgeted in future fiscal years, i.e., FY 2019-20, FY 2020-21, and FY 2021-22.

ATTACHMENTS:

Attachment A - Agreement No. A-8072

Attachment B - Promissory Note

Attachment C - Budget Appropriation

**AGREEMENT BETWEEN THE CITY OF OXNARD AND
THE RANCHO DE LA ROSA LANDSCAPE MAINTENANCE DISTRICT**

This agreement ("Agreement") is made as of the 1st day of June, 2018, by and between Rancho De La Rosa, a landscape maintenance district ("LMD"), and the City of Oxnard, a municipal corporation ("City"). Each of Agency and City are sometimes hereinafter referred to as a "Party" and collectively as the "Parties." The Agreement is effective as of the first date listed above ("Effective Date") for the purposes stated herein.

RECITALS

WHEREAS, the LMD wishes to complete some fencing work this coming summer, but it can only afford to pay \$45,000 of this fencing, which is only half of the work required;

WHEREAS, the City Council finds this fencing serves a public purpose in that it is along Rose Avenue, so it provides a traffic safety barrier and also makes a major City arterial more aesthetically pleasing;

WHEREAS, the City entered into Agreement Number A-8242-18-FN with Fenceworks, Inc. ("Fencing Contract") for \$90,000 of fencing within the LMD;

WHEREAS, the City wishes to loan the LMD \$45,000 by paying this on the Fencing Contract through the City's General Fund for the above-mentioned public purpose; and

WHEREAS, the LMD wishes to repay the City \$15,000, along with interest, for each of the upcoming three fiscal years for this debt.

COVENANTS

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the City and the LMD, the Parties agree as follows:

1. The recitals listed above are hereby incorporated into this Agreement.
2. The City shall pay \$45,000 of the Fencing Contract utilizing funds from the City's General Fund. The City shall pay the remaining balance of the funds owed on the Fencing Contract out of the LMD Fund.
3. The LMD shall reimburse the General Fund \$16,305 by June 30, 2020, another \$15,870 by June 30, 2021, and the final \$15,435 by June 30, 2022. The rate of interest for this loan is 2.9%. The rate of interest for this loan shall be 2.9% per year based on the outstanding amount of the loan. Interest shall be due and payable at the same time as when principal is due.

4. This Agreement shall commence on the Effective Date and shall terminate on the date the LMD makes all payments in full as listed in Section 3 to the General Fund.

5. This Agreement constitutes the entire and integrated agreement of the Parties regarding its subject matter. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. All amendments must be in writing.

6. If any term, clause, or provision of this Agreement is held to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected, but shall remain in full force and effect in accordance with the terms hereof.

7. The Parties are and shall at all times remain, as to each other, wholly independent entities. Neither Party shall have power to incur any debt, obligation, or liability on behalf of the other Party or otherwise act on behalf of any other Party as an agent except as expressly provided by this Agreement. No official, employee, agent, or officer of a Party shall represent that he, she or anyone else from that Party is in any manner an official, agent, employee or officer of the other Party.

8. 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 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective duly authorized officers on the Effective Date.

CITY OF OXNARD

By: _____
Tim Flynn, Mayor

Date: _____

Attest:

By: _____
Michelle Ascencion, City Clerk

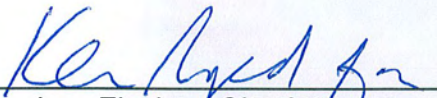
Date: _____

Approved as to content:

By: Phillip Molina by Elomeri
Phillip Molina, City Treasurer

Date: 5/9/18

Approved as to form:

By: 
Stephen Fischer, City Attorney

Date: 5/7/18

Promissory Note (Installment Repayment)

\$45,000.00

Dated: July 1, 2018

For value received,

LMD 31 Rancho De La Rosa Assessment District, Borrower,

Address: 300 W. Oxnard Blvd, Oxnard, CA 93030

Promises to pay City of Oxnard, Noteholder, with an address of 305 West Third Street, Oxnard, CA 93030 the principal amount of \$45,000.00, with interest at the annual rate of 2.9 percent, on any unpaid balance.

Payments are payable to the noteholder in three (3) consecutive installments including interest:

First Installment: \$16,305.00 by June 30, 2020

Second Installment: \$15,870.00 by June 30, 2021

Third Installment: \$15,435.00 by June 30, 2022

If not paid off sooner, this note is due and payable in full on June 30, 2022.

This note may be prepaid in whole or in part at any time without penalty. If the Borrower is in default more than 30 days with any payment, this note is payable upon demand of the Noteholder. This note is not assumable without the written consent of the Noteholder.

The Borrower waives demand, presentment for payment, protest, and notice. In the event of any default, the Borrower will be responsible for any costs of collection on this note, including court costs and attorney fees.

Signature of Borrower

Jim Troop; Chief Financial Officer – City of Oxnard

Printed Name of Borrower

REQUEST FOR BUDGET APPROPRIATION - FY18-19

Department: Finance
Project/Program
Manager: Sandra Burkhart

Date: June 26, 2018
Phone: (805) 385-7496

Reason for Appropriation:

Appropriate \$45K funding for Fenceworks, Inc. Agreement No. 8242-18-FN (funding received via loan from Gen Fund, A-8072)

Accounts and Descriptions**AMOUNT**

Fund: 157 (LMD #31) **Rancho De La Rosa**

Expenditures/Transfers Out

157-1606-804.82-29	CONTRACTS & SERVICES / PROF SRVC-SPECIAL PROJ	<u>45,000</u>
	Sub-total Expenditures	<u>45,000</u>

Net Change to Fund Balance	<u>45,000</u>
-----------------------------------	----------------------

Net Appropriation Change	<u>45,000</u>
---------------------------------	----------------------

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in dark ink, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Approval of Agreement No. A-8073 for Landscape Maintenance in Waterways Districts Zone 1 Mandalay Bay and Zone 2 Harbour Island.

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

That City Council approve:

1. Agreement A-8073 with Landscape Development, Inc. to provide landscape maintenance services to Waterways Maintenance Assessment District Zone 1 Mandalay Bay and Zone 2 Harbour Island in the total amount of \$180,226;
2. A 10 percent contingency amount of \$18,023 for Agreement A-8073 for maintenance services with Landscape Development, Inc.; and
3. Authorize the Special Districts Manager or designee to change service levels within the approved contract value based upon available funding in the assessment district without returning to City Council.

BACKGROUND

Waterways Maintenance Assessment District Zone 1 Mandalay Bay and Zone 2 Harbour Island (Waterways) contains landscaping improvements that add value and enhance the aesthetic qualities of the district. All parcels within these districts are assessed for the annual cost of maintenance.

City staff updated the maintenance contract to incorporate stricter standards and requirements

Approval of Agreement No. A-8073 for Landscape Maintenance in Waterways Districts

June 26, 2018

Page 2

with which vendors must comply. Additionally, there is a service level document which clearly defines the type and frequency of work to be performed within the assessment districts. Currently, Waterways is being maintained by Garcia's Landscaping & Maintenance Inc.

Staff worked with Purchasing to initiate a pre-qualification process in September 2017 to ensure only bidders meeting the standard of work required for the CFDs would qualify. As a result, three (3) vendors pre-qualified: Garcia's Landscape Maintenance, Inc., Landscape Development, Inc., and BrightView Landscape Services, Inc.

Purchasing released a request for bids on April 3, 2018. Of the three (3) pre-qualified vendors, two (2) submitted bids. The lowest bidder was determined to be BrightView Landscaping Inc. Waterways Zone 1 Mandalay Bay has available funding to support Service Level B, bi-monthly service. Waterways Zone 2 Harbour Island has available funding to support Service Level C; service every three (3) weeks.

The new contract is a three (3) year contract reflecting the two levels of service.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The costs associated with this agreement will be paid by the Waterways Maintenance Assessment District Zone 1 Mandalay Bay and Zone 2 Harbour Island. The routine monthly maintenance services will be paid from Waterways Assessment District Fund 121 (Account no. 121-1606-805-8209) for Zone 1 Mandalay Bay and Waterways AD Zone #2 (Account no. 177-1606-805-8209) for Harbour Island. There is sufficient budget included in the FY 2018-2019 proposed budget to cover the anticipated costs of the contract. Additional on call contingency items will be approved on a case by case basis based upon available funding and will be charged to each zone as needed.

ATTACHMENTS:

Attachment A: A-8073 Landscape Maintenance Contract for Waterways LMD reduced

**CITY OF OXNARD CONTRACT FOR MAINTENANCE OF
WATERWAYS LANDSCAPE MAINTENANCE DISTRICT**

THIS CONTRACT ("Contract") is made and entered this 1ST DAY OF JULY 2018 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and BRIGHTVIEW LANDSCAPE SERVICES INC. ("Contractor") for a three (3) year term.

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 Prequalification Packet, Instructions to Bidders, General Provisions, Special Provisions, Maps, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-D and all insurance documentation, the City business license, permits from regulatory agencies, and Addenda. These documents are incorporated herein by reference. The Contract also consists of the document titled "Additional Scope for Waterways Zone 1 and 2 Landscape Maintenance Services" which is attached hereto and incorporated herein as **Exhibit C**.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of the Waterways Zone 1 and 2 Landscape Maintenance District ("Project"), as described in this Contract and in the incorporated Contract Documents. Waterways Zone 1 will have Service Level B and Zone 2 will have Service Level C.

3. Extra Work. As needed, City may contact Contractor to perform work in a good and workmanlike manner for the maintenance of other landscape maintenance districts, some community facilities districts, and/or a waterways assessment district. If Contractor accepts that work either in writing or by beginning any part of the requested work, it shall be paid in accordance with the prices as submitted in its Bid. There is no guarantee of this extra work.

4. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of ONE HUNDRED EIGHTY THOUSAND TWO HUNDRED TWENTY SIX dollars (\$180,226) in accordance with the prices as submitted in the Bid. Waterways Zone 1 will have Service Level B at \$3,323.86 per month and Zone 2 will have Service Level C at \$1,682.39 per month.

5. Wages. Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Contractor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Contractor 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.

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

d. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor 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. Contractor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Contractor of the amount owed.

e. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The Contractor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Contractor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

6. 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."

7. 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.

8. 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.

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

10. Amendment. No Contract modification, amendment or supplement will be binding unless written and signed by the parties' duly authorized representatives.

11. 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

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

BRIGHTVIEW LANDSCAPE SERVICES INC.

Dated: _____

By: _____

By: _____

Title: Scott Godfrey, VPGMTitle: Frank Annino Sr. VPGM**CITY OF OXNARD**By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

APPROVED AS TO CONTENT:

By: _____
Project Manager

APPROVED AS TO INSURANCE:

By: _____
Risk ManagerBy: _____
Finance Director

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity 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 Contractor.

Exhibit INS-D

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(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.

2.1 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 location or shall be twice the occurrence amount;

2.2 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;"

2.3 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.

2.4 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.

1 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-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

2 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.

3 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-D 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).**

4 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.

5 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.

6 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.

5/18

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.

INS-D.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; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER
CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

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:

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS

GENERAL LIABILITY

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

- ☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS
COVERAGES
LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

- 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

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 _____

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
☐ 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:

- 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.
- 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 Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - 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 _____

EXHIBIT A
LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**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. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2017**

- c. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Vendor 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.
- c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- d. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT B: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor 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. Contractor shall perform the Project as a public work. Contractor 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. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor 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. Contractor 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 Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor 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.
9. Contractor acknowledges that 8 hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810.

10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor 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 Contractor'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. Contractor 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. Contractor 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. Contractor 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, Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against 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 Contractor, 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 consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

CONTRACT DOCUMENTS



FOR

**LANDSCAPE MAINTENANCE OF
WATERWAYS MAINTENANCE DISTRICTS ZONE
1 & 2 (MANDALAY BAY & HARBOUR ISLAND)
SD 18-55**

Due Thursday, April 26, 2018 at 2:00 p.m.

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION.** The City will only accept Bids from prequalified Bidders. Any Bid received from a Bidder who has not been prequalified for the Project will be returned unopened. Prequalification Questionnaires are available at Patricia Garcia's office, which is located at Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030.

2. **FORM OF BID.** Each Bid shall be made by email or on a hard copy of the Bid form found at the end of these Contract Documents. Bidders shall include all Bid forms and type or fill in using blue or black ink all blank spaces, including inserting "N/A" (for "not applicable") where necessary. Any additions, deletions, conditions, limitations or provisos by the Bidder may render the Bid irregular and may cause rejection. All changes must be crossed out and initialed (erasures, correction fluid and correction tape are unacceptable). Modifications submitted separately from the Bid form will not be accepted. Each Bid must be submitted in one of the following two ways:

- a. In a sealed envelope addressed or delivered to Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030, attention: Patricia Garcia. The envelope must show the Bidder's name and "Waterways Zone 1 & 2 Landscape Maintenance Bid SD 18-55" clearly printed.
- b. In an email addressed to Patricia Garcia at Patricia.Garcia@oxnard.org with a subject line of "Waterways Zone 1 & 2 Landscape Maintenance Bid SD 18-55" and the Bidder's name.

Do not return Plans or Specifications or enclose other documents in the Bid envelope or email them to the City. No other form of Bid shall be considered.

3. **DELIVERY OF BIDS.** Each Bid shall be emailed or mailed and shall be received by 2:00 p.m. on Thursday, April 26, 2018. The time of delivery shall be definitively determined by Patricia Garcia's computer or by the time the email arrives to Patricia Garcia's inbox. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the deadline will be returned unopened.

4. **WITHDRAWAL OF BID.** A Bid may be withdrawn without consequences upon the Bidder's written request filed with the Patricia Garcia before the Bid submission deadline. After that deadline, a Bid must remain valid and shall not be subject to withdrawal for sixty (60) Calendar Days. If this period is about to expire, the City may propose an extension and will contact the three (3) lowest Bidders to determine if they agree.

5. **ADDENDA.** Bidders are responsible for ensuring that they have received all Addenda, if any. Bidders may contact the City to verify that they have received all Addenda issued.

6. **REQUESTS FOR CLARIFICATION OR CORRECTION.** Upon discovering an error, omission, ambiguity or conflict in the Contract Documents, a Bidder may mail, email or personally deliver a written request for clarification or correction to Patricia Garcia at least five (5) Calendar Days before Bid opening referencing "Waterways Zone 1 & 2 Landscape Maintenance Bid SD 18-55." Any clarification or correction will be made only by a written Addendum and to everyone who obtained a Bid packet directly from Patricia Garcia. No oral clarification or correction shall be binding. Ms. Garcia can be reached at Patricia.Garcia@oxnard.org or at Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030.

7. **DISCREPANCIES IN BIDS.** In case of any discrepancy between words and figures in a submitted Bid, words shall prevail. In case of any discrepancy between an amount listed for the monthly level of service or for a one-time service and the total for that district, the amount listed for the monthly level of service or for a one-time service shall prevail; but, if that amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total column, then the amount set forth in the total column for the item shall prevail.

8. **DISQUALIFICATION OF BIDDERS.** No Person shall be allowed to be interested in more than one Bid. Anyone who has submitted a Bid or has quoted prices of materials to a Bidder is not disqualified from submitting a Bid or quoting prices to other Bidders or from making a prime Bid. If there is any reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

9. **AWARD OF CONTRACT.** The City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bid or in the bidding process. Contract awards, if made, will be to the Bidders that submitted the lowest Bids, which will be determined on the basis of the monthly service levels only for the district. Contracts may also be awarded to the second lowest Bidders such that they may serve as back-up to the lowest Bidders in their absence, delay or termination.

10. **BID PROTESTS.** Any protest of the award to the Bidder deemed to have the lowest or second lowest Bid, which will be determined on the basis of the monthly service levels only for each district shall only be valid and considered if that Bid protest meets the following conditions:

a. The party filing a Bid protest must have actually submitted a timely Bid.

b. The Bid protest must be submitted by email to Patricia Garcia's attention, copying on that same email the protested Bidder and any other Bidder identified in the Bid protest. The City must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the Bid opening.

c. The Bid protest must contain: the name of the protesting Bidder and the name, address, phone number and email address of the person representing the protesting Bidder; all factual and legal grounds for the protest, including a precise statement of all relevant facts and references to the specific portion or portions of the document or specific statute that form the basis for the protest; and any written materials that the protesting Bidder wishes to have considered in determining the protest. Bid protests must be complete at the time of submission; the protest may not be supplemented after submission.

d. Any Bidder that receives a copy of a Bid protest may submit by email its response to Ms. Garcia's attention. That Bidder must copy on that same email the protesting Bidder and any other Bidder identified in the Bid protest. Ms. Garcia must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date the Bid protest delivery. Bid protest responses must be complete at the time of submission; the response may not be supplemented after submission.

e. Ms. Garcia shall review all timely protests before award of the Contract. Bidders must provide within 24 hours any information and/or documentation requested by Ms. Garcia as part of such investigation. Ms. Garcia shall prepare a written response to the Bid protest, which shall be provided to the protesting Bidder and to any other Bidders identified in the Bid protest.

f. The protesting or protested Bidder may dispute Ms. Garcia's response by emailing a request for reconsideration to Jeri Cooper's attention, copying on that same email the protesting Bidder, the protested Bidder and any other Bidders identified in the Bid protest. The City must receive the request at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the City's response letter. Upon receipt of such request, Ms. Cooper shall review the original protest, the request for reconsideration, and all information provided. Ms. Cooper shall prepare a written response to the Bid protest, which shall be provided to the protesting Bidder, the protested Bidder and any other Bidders identified in the Bid protest. Ms. Cooper's decision shall be final.

g. All documents submitted by Bidders pursuant to this Section shall be submitted by email. Any other form of submitting information or documentation will be rejected.

h. The procedures and time limits set forth in this Section are mandatory and are Bidders' sole and exclusive remedy in event of a Bid protest. The Bidder's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the Bid protest, including filing a California Government Code claim or initiating any other legal proceedings.

i. These Bid protest procedures shall not limit the City Council's ability to reject all bids.

11. SIGNATURES. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing for the Bidder. In executing any City document, the City requires the following: for a corporation or s-corporation, (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; or for a partnership or limited partnership, the signatures of all partners.

WAGES. Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

Mail or email all bids to:

**City of Oxnard
Financial Resources Department, 2nd Floor
300 W. 3rd Street, Oxnard, CA 93030
Attn: Patricia Garcia
Waterways Zone 1 & 2 Landscape Maintenance Bid
SD 18-55
E-mail: Patricia.Garcia@Oxnard.org**

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION.

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the “Greenbook” or “SSPWC”) other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) (“ANSI A300 Pruning Standard”) is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See “Days” in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See “Work” in Greenbook.

Project Manager – the project manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or

similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Change Order – There shall be no classic “change orders” in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor’s City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

“No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City’s consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee’s City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.”

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

“The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work.”

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

“No Bonds are required.”

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

“The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals [see Greenbook].

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

“Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents.”

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a registered land surveyor or registered civil engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections [additional to the Greenbook].

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections [additional to the Greenbook].

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

5-1.3 Entry by Utility Owners [additional to the Greenbook].

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

“Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager’s response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.”

5-4 RELOCATION.

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

“To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."

		COMMUNITY FACILITIES DISTRICT MAINTENANCE CITATION FORM					
District Name:		Deficiency Date(s):					
Maintenance Item	Deficiency	1st Occurrence Warning Only	2nd Occurrence	3rd Occurrence	4th Occurrence		
Turf							
Mowing, Edging & Trimming			\$50.00		\$75.00		\$100.00
Aeration			\$25.00		\$50.00		\$75.00
Dethatching			\$100.00		\$150.00		\$200.00
Overseeding			\$25.00		\$50.00		\$75.00
Removal of grass clippings and debris			\$25.00		\$50.00		\$75.00
Fertilization							
Turf			\$25.00		\$50.00		\$75.00
Shrubs, Groundcover, Vines			\$25.00		\$50.00		\$75.00
Trash and Debris Removal			\$25.00		\$50.00		\$75.00
Weed Control			\$50.00		\$75.00		\$100.00
Pest Control			\$50.00		\$75.00		\$100.00
Pruning and Trimming							
Shrubs, Groundcover, Vines			\$75.00		\$100.00		\$150.00
Trees			\$75.00		\$100.00		\$150.00
Removal of plant clippings and debris			\$25.00		\$50.00		\$75.00
Graffiti			\$25.00		\$50.00		\$75.00
Irrigation			\$50.00		\$75.00		\$100.00
Comments:							
City of Oxnard						Date	

6-3 *SUSPENSION OF THE WORK [see Greenbook].***6-3.1 *General [see Greenbook].*****6-3.2 *Archeological and Paleontological Discoveries [see Greenbook].*****6-4 *TERMINATION OF THE CONTRACT FOR DEFAULT.***

Greenbook Section 6-4 is not incorporated.

6-4.1 *General.*

Greenbook Section 6-4.1 is not incorporated.

6-4.2 *Notice to Cure.*

Greenbook Section 6-4.2 is not incorporated.

6-4.3 *Notice of Termination for Default.*

Greenbook Section 6-4.3 is not incorporated.

6-4.4 *Responsibilities of the Surety.*

Greenbook Section 6-4.4 is not incorporated.

6-4.5 *Payment.*

Greenbook Section 6-4.5 is not incorporated.

6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE.*

Greenbook Section 6-5 is not incorporated.

6-6 *DELAYS AND EXTENSIONS OF TIME.***6-6.1 *General.***

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

“If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources.”

6-6.2 *Extensions of Time.*

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

“Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor.”

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

“If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request.”

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

“Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager’s notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor’s expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed.”

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

“Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of \$250.

Execution of the Contract shall constitute agreement by the City and Contractor that \$250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs.”

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work 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 Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

7-1.3 Crushing and Screening Operations [see Greenbook].

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

7-2.1 General [see Greenbook].

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Work is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 *Copies of Wage Rates [additional to the Greenbook].*

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 Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 *Job Site Notices [additional to the Greenbook].*

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 *Failure to Pay Prevailing Rates [additional to the Greenbook].*

The Contractor 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 *Apprentices [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 *Debarment or Suspension [additional to the Greenbook].*

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 Payroll Records.

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict

compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR.”

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

“The Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.”

7-2.5 Registration with the DIR *[additional to the Greenbook]*.

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring *[additional to the Greenbook]*.

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor’s expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses.

7-2.8 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy *[additional to the Greenbook]*.

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
- Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
- Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
- Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2016-17, Contractor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage *[additional to the Greenbook]*.

A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five (5) people.

7-2.11 Posting Living Wage Policy *[additional to the Greenbook]*.

Contractor 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.

7-2.12 Enforcement of Living Wage Policy *[additional to the Greenbook]*.

If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars (\$500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he or she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

7-2.13 Amendment of Living Wage Policy *[additional to the Greenbook]*.

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 *INSURANCE [see Greenbook]*.

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

“All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference.”

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 *INDEMNIFICATION [additional to the Greenbook]*.

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property),

demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Nonwaiver of Rights *[additional to the Greenbook]*.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor shall bear all costs for the City's

Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

7-8.1 General [see Greenbook].

7-8.2 Air Pollution Control [see Greenbook].

7-8.3 Noise Control [see Greenbook].

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials [see Greenbook].

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers [see Greenbook].

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access *[additional to the Greenbook]*.

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic *[additional to the Greenbook]*.

7-10.2.1 Traffic Control Plan (TCP) *[additional to the Greenbook]*

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 *Street Closures, Detours, Barricades [additional to the Greenbook]*

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 *Haul Routes.*

Greenbook Section 7-10.3 is not be incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 *Safety [see Greenbook].*

7-10.4.1 *Work Site Safety [see Greenbook].*

7-10.4.1.1 General [see Greenbook].

7-10.4.1.2 Work Site Safety Official [see Greenbook].

- 7-10.4.2** ***Safety Orders [see Greenbook].***
- 7-10.4.2.1** **General [see Greenbook].**
- 7-10.4.2.2** **Shoring Plan [see Greenbook].**
- 7-10.4.2.3** **Payment [see Greenbook].**
- 7-10.4.3** ***Use of Explosives [see Greenbook].***
- 7-10.4.4** ***Hazardous Substances [see Greenbook].***
- 7-10.4.5** ***Confined Spaces [see Greenbook].***
- 7-10.4.5.1** **Confined Space Entry Program (CSEP) [see Greenbook].**
- 7-10.4.5.2** **Permit-Required Confined Spaces [see Greenbook].**
- 7-10.4.5.3** **Payment [see Greenbook].**
- 7-10.5** **Security and Protective Devices.**
- 7-10.5.1** ***General [see Greenbook].***
- 7-10.5.2** ***Security Fencing [see Greenbook].***
- 7-10.5.3** ***Steel Plate Covers [see Greenbook].***
- 7-10.5.4** ***Protection of the Public [additional to the Greenbook].***

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material

to be furnished to bring the Project into compliance with CalOSHA and federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices [additional to the Greenbook].

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].

7-12 ADVERTISING [see Greenbook].

Contractors vehicle shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information [additional to the Greenbook].

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, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans 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 (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense.

7-16.2 Information Provided by Contractor *[additional to the Greenbook]*.

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions *[additional to the Greenbook]*.

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

7-16.4 Enforcement *[additional to the Greenbook]*.

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City *[additional to the Greenbook]*.

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 Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the

Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8.6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General [see Greenbook].

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights [see Greenbook].

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General [see Greenbook].

9-3.2 Partial and Final Payment [additional to Greenbook].

Each month, Contractor shall submit its standard invoice to the City. Attached, Contractor shall submit one (1) Itemized Completed Monthly Maintenance Services Form per district (at the appropriate service level) that is the same or similar to the one on the next page.

 Itemized Monthly Completed Maintenance Services Form (Service Level A)				
District Name: _____				
<u>Turf Maintenance</u>	Date(s) Completed			
Mowing, Edging and Trimming (every week)				
Aerate to relieve compaction (3x per year)				
Dethatch (annually)				
Overseed Stressed Areas (bi-annually)				
<u>Fertilization Schedule</u>				
Turf (quarterly)				
Shrubs, Ground Cover, Vines (monthly)				
<u>Trash and Debris Removal</u>				
Entire Area (daily)				
<u>Pest Control</u>				
Control and eradication of all plant pests within the landscape (as required)	(mark if completed)			
<u>Weed Control</u>				
Control and eradication of all weeds (daily)				
<u>Pruning and Trimming</u>				
Shrubs, Ground Cover, Vines (weekly)				
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly	(mark if completed)			
<u>General Site Maintenance</u>				
Restrooms	(mark if completed)			
Play Structures	(mark if completed)			
Exercise Stations	(mark if completed)			
Graffiti (respond within 24 hours of notification)	(mark if completed)			
Irrigation Checks (daily)				
Electrical Checks				
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."				
Signed: _____		Date: _____		

 Itemized Monthly Completed Maintenance Services Form (Service Level B)				
District Name: _____				
<u>Turf Maintenance</u>	Date(s) Completed			
Mowing, Edging and Trimming (every week)				
Aerate to relieve compaction (3x per year)				
Dethatch (annually)				
Overseed Stressed Areas (bi-annually)				
<u>Fertilization Schedule</u>				
Turf (quarterly)				
Shrubs, Ground Cover, Vines (monthly)				
<u>Trash and Debris Removal</u>				
Entire Area (daily)				
<u>Pest Control</u>				
Control and eradication of all plant pests within the landscape (as required)	(mark if completed)			
<u>Weed Control</u>				
Control and eradication of all weeds (daily)				
<u>Pruning and Trimming</u>				
Shrubs, Ground Cover, Vines (weekly)				
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly	(mark if completed)			
<u>General Site Maintenance</u>				
Restrooms	(mark if completed)			
Play Structures	(mark if completed)			
Exercise Stations	(mark if completed)			
Graffiti (respond within 24 hours of notification)	(mark if completed)			
Irrigation Checks (daily)				
Electrical Checks				
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."				
Signed: _____		Date: _____		

9-3.2.1 *Monthly Closure Date and Invoice Date [additional to the Greenbook].*

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 *Payments [additional to the Greenbook].*

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 *Delivered Materials [see Greenbook].*

9-3.4 *Mobilization.*

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 *AUDIT [additional to the Greenbook].*

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]

10-1 *LICENSES [additional to the Greenbook].*

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard business license at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 *NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].*

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status,

citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor 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 the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit

or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-9 APPLICABLE LAW [additional to the Greenbook].

The validity, interpretation, and performance of these Contract Documents 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 Contract shall be in the Ventura County Superior Court.

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor 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 Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such Persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor’ employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor and its agents and 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

10-12 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15 CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City. Additionally, the City Manager, in his or her sole discretion, may renew the Agreement for up to two (2) additional years; if the City Manager chooses to do so, all provisions that apply in the first three (3) years shall apply to the fourth and fifth years. Some provisions may survive the term listed within this Section, as stated in those provisions.

10-17 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to

the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-18 SURVIVAL [additional to the Greenbook].

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS [see Greenbook].

800-1.1 Topsoil [see Greenbook].

800-1.1.2 Class "A" Topsoil [see Greenbook].

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials [see Greenbook].

800-1.2.1 General [see Greenbook].

800-1.2.2 Manure [see Greenbook].

800-1.2.3 Commerical Fertilizer [see Greenbook].

800-1.2.4 Organic Soil Amendment [see Greenbook].

800-1.2.5 Mulch [see Greenbook].

800-1.3 Seed [see Greenbook].

800-1.4 Plants [see Greenbook].

800-1.4.1 General [see Greenbook].

800-1.4.2 Trees [see Greenbook],

800-1.4.3 Shrubs [see Greenbook].

800-1.4.4 Flatted Plants [see Greenbook].

800-1.4.5 Sod and Stolon (turf grass) [see Greenbook].

800-1.4.6 Cuttings [see Greenbook].

800-1.5 Headers, Stakes, and Ties.

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General [see Greenbook].

801-2 EARTHWORK AND TOPSOIL PLACEMENT [see Greenbook].

801-2.1 General.

The words “or Class B” shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparation and Conditioning [see Greenbook].

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

“Class “C” topsoil shall be scarified and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed.”

801-2.2.2 Fertilizing and Conditioning Procedures [see Greenbook].

801-2.3 Finish Grading [see Greenbook].

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

801-4.1 General [see Greenbook].

801-4.2 Protection and Storage [see Greenbook].

- 801-4.3** **Layout and Plant Location [see Greenbook].**
- 801.4.4** **Specimen Planting [see Greenbook].**
- 801.4.5** **Tree and Shrub Planting [see Greenbook].**
- 801-4.6** **Plant Staking and Guying [see Greenbook].**
- 801.4.6.1** **Method “A” Tree Staking [see Greenbook].**
- 801.4.6.2** **Method “B” Tree Staking [see Greenbook].**
- 801-4.6.3** **Guying [see Greenbook].**
- 801-4.7** **Ground Cover and Vine Planting [see Greenbook].**
- 801-4.8** **Lawn Planting [see Greenbook].**
- 801-4.8.1** **General [see Greenbook].**
- 801-4.8.2** **Seed [see Greenbook].**
- 801-4.8.3** **Sod [see Greenbook].**
- 801-4.8.4** **Stolon Planting**

Greenbook Section 801-4.8.4 is not incorporated.

- 801-4.9** **Erosion Control Planting [see Greenbook].**
- 801-4.9.1** **General [see Greenbook].**
- 801-4.9.2** **Straw Stabilization**

Greenbook Section 801.4.9.2 is not incorporated.

- 801-4.9.3** **Seeding and Mulching [see Greenbook].**
- 801-4.9.4** **Sprigging [see Greenbook].**
- 801-4.9.5** **Watering [see Greenbook].**

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT [see Greenbook].

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF.

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the

Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 *PESTICIDE APPLICATION.*

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. Current standard in Waterways is to post treatment of park turf areas two (2) days prior to application as notification to residents.

1000-5 *IRRIGATION.*

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

1000-5-1

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-5-2

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 *TURF WEED CONTROL*

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 *PRUNING AND EDGING.*

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as

needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 *GROUNDCOVER PRUNING.*

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

2000-3 *FERTILIZATION.*

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 *INSECT AND DISEASE CONTROL.*

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-5 *WATER.*

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

2000-6 *BED WEED CONTROL.*

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work within Waterways. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 *INSECT AND DISEASE CONTROL.*

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

3000-4 *WATER.*

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 *STAKING.*

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. *GENERAL SITE MAINTENANCE*

4000-1 *SERVICE LEVEL EXPECTATION*

For Service Level A, the Contractor will be required to have staff on property 8 hours per day, 5 days per week, Monday – Friday. This must include a full time irrigation technician and a crew supervisor. For Service Level B, there is no minimum on property requirement, however, there must be a full time irrigation technician and crew supervisor on site during designated service days. For Service Level C – F, there is no minimum on property requirement or designated crew types while onsite. However, an irrigation technician must be available to consult on repairs as needed.

4000-2 *LITTER AND DEBRIS CONTROL.*

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas.

4000-3 *PARK AMENITIES*

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. It is the Contractor's responsibility to maintain trash receptacles and dog mutt-mitt dispensers on designated service days. Bags will be

provided by the City.

If Contractor notices any amenities that need service or repair, they are to be reported to the City for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-4 *ELECTRICAL SYSTEM LIGHTING.*

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaire, ballast or bulb located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

4000-5 *WATER AND ELECTRICAL COSTS.*

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-6 *GRAFFITI*

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances do we paint over graffiti on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. The Contractor shall be responsible for any graffiti that is 12" x 12" or smaller throughout the property. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

4000-7 *VANDALISM AND THEFT.*

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-8 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-9 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services.

Contractor or representative shall be available to perform regular inspections of the assessment district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-10 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond (within 30 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-11 TRAFFIC CONTROL.

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

4000-12 SOFTWARE.

Contractor will be required to utilize the Cappsure program or any program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

If applicable to the district, Contractor will be required to use iCentral for control and monitoring the Waterways irrigation system.

SECTION 5000. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET**5000-1 INSTRUCTIONS FOR USE.**

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and

federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 *CHEMICALS AND FERTILIZERS.*

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 *WEATHER.*

Chemical types and applications must be applied based upon the weather conditions.

5000-4 *INSECT, DISEASE AND NUTRIENT PROBLEMS.*

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 *EXTRA VISITS.*

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 *NUTRIENTS.*

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

5000-7 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, and ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 5**

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

Irrigation	Frequency	Level of Service				
		A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	Every Third week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X

WATERWAYS ASSESSMENT DISTRICT ZONE 1 – MANDALAY BAY
SERVICE AREA MAPS

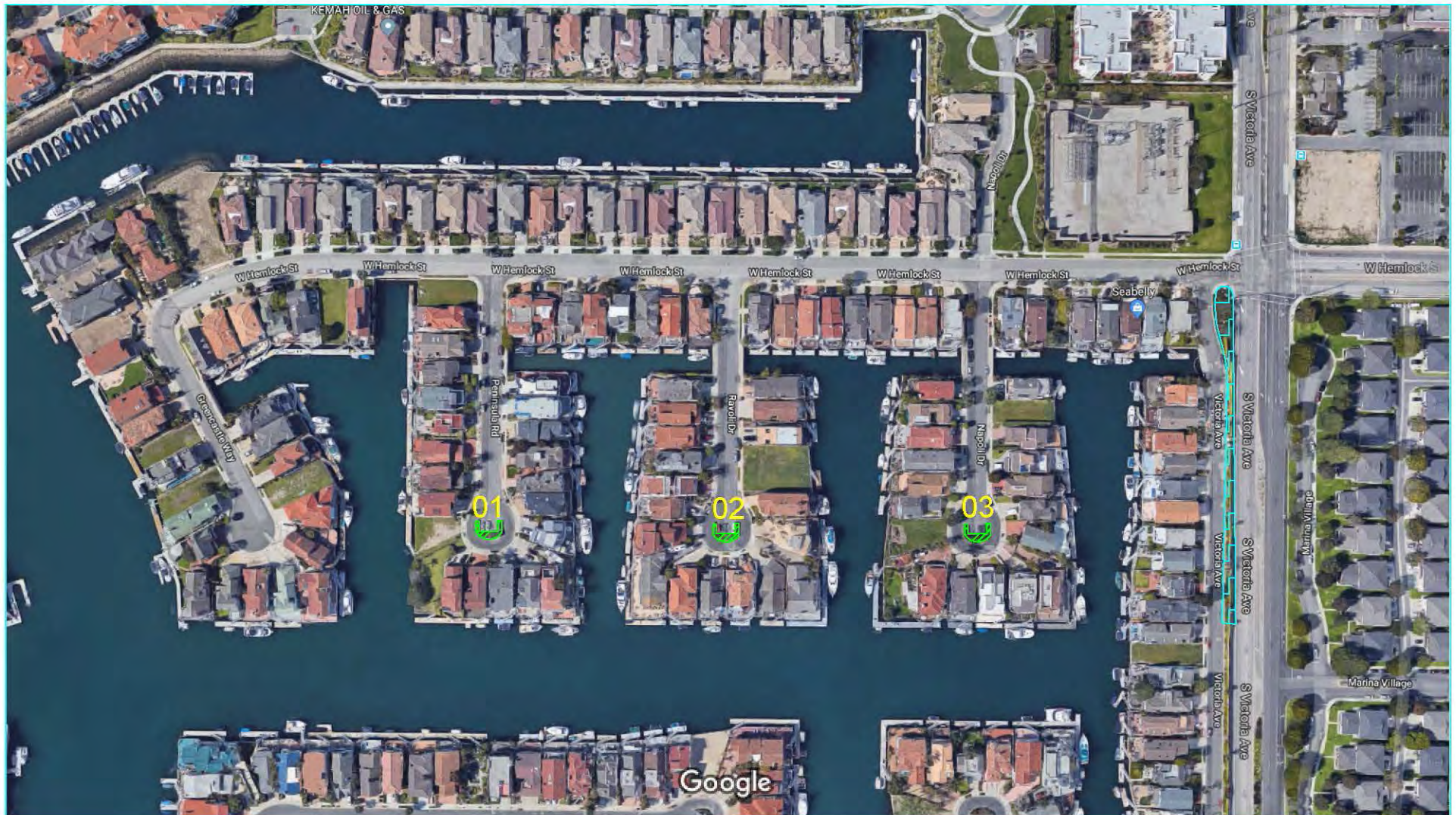
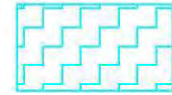
MANDALAY BAY

Estimated Number of Trees in Waterways Zone 1 - Approx. 900 Trees

CONFIRMED GREEN BELTS
estimated sq ft: 3,150



CONFIRMED PLANTERS
estimated sq ft: 10,947

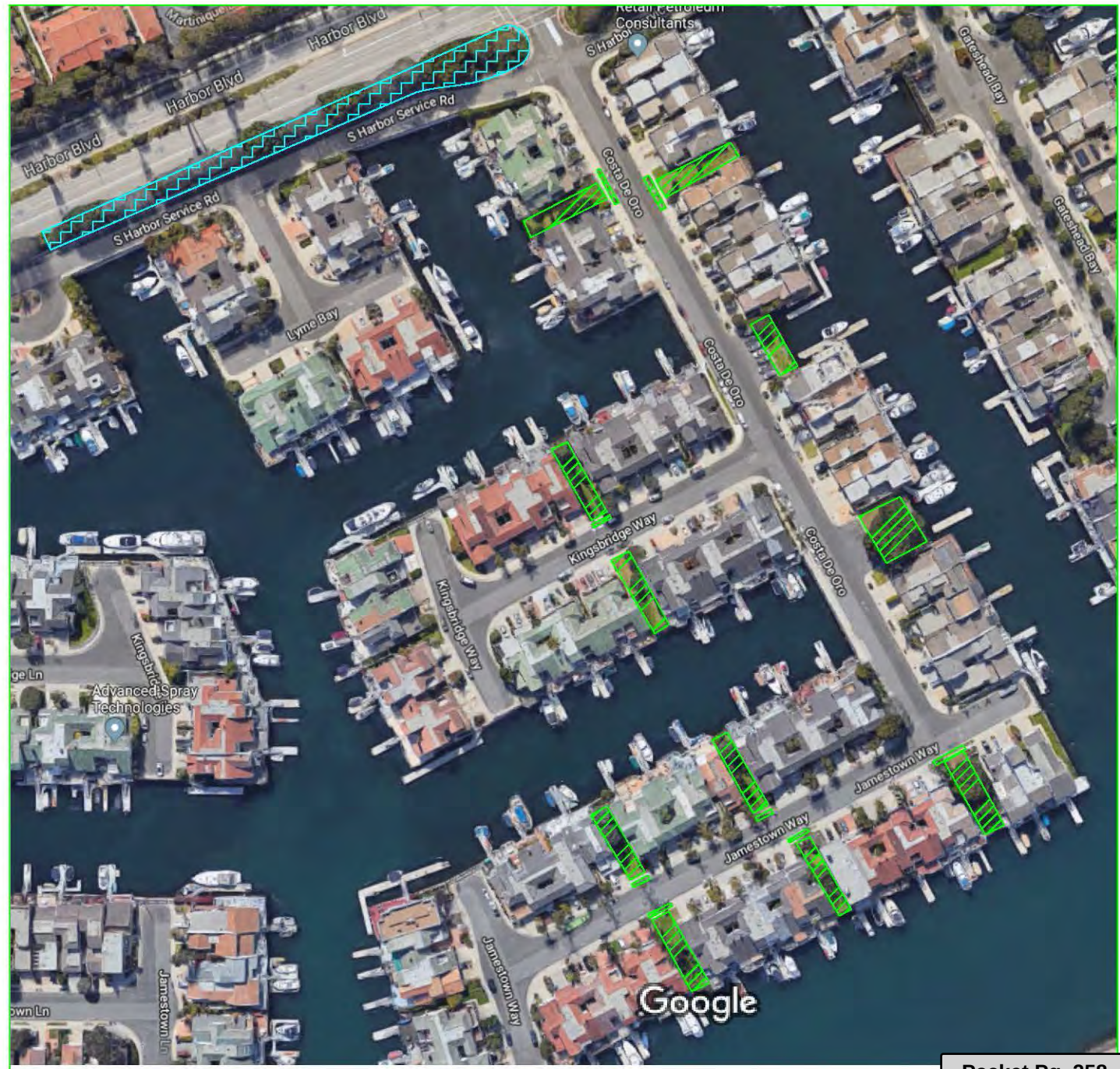
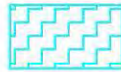


MANDALAY BAY

CONFIRMED GREEN BELTS
estimated sq ft: 98,104



CONFIRMED PLANTERS
estimated sq ft: 72,908

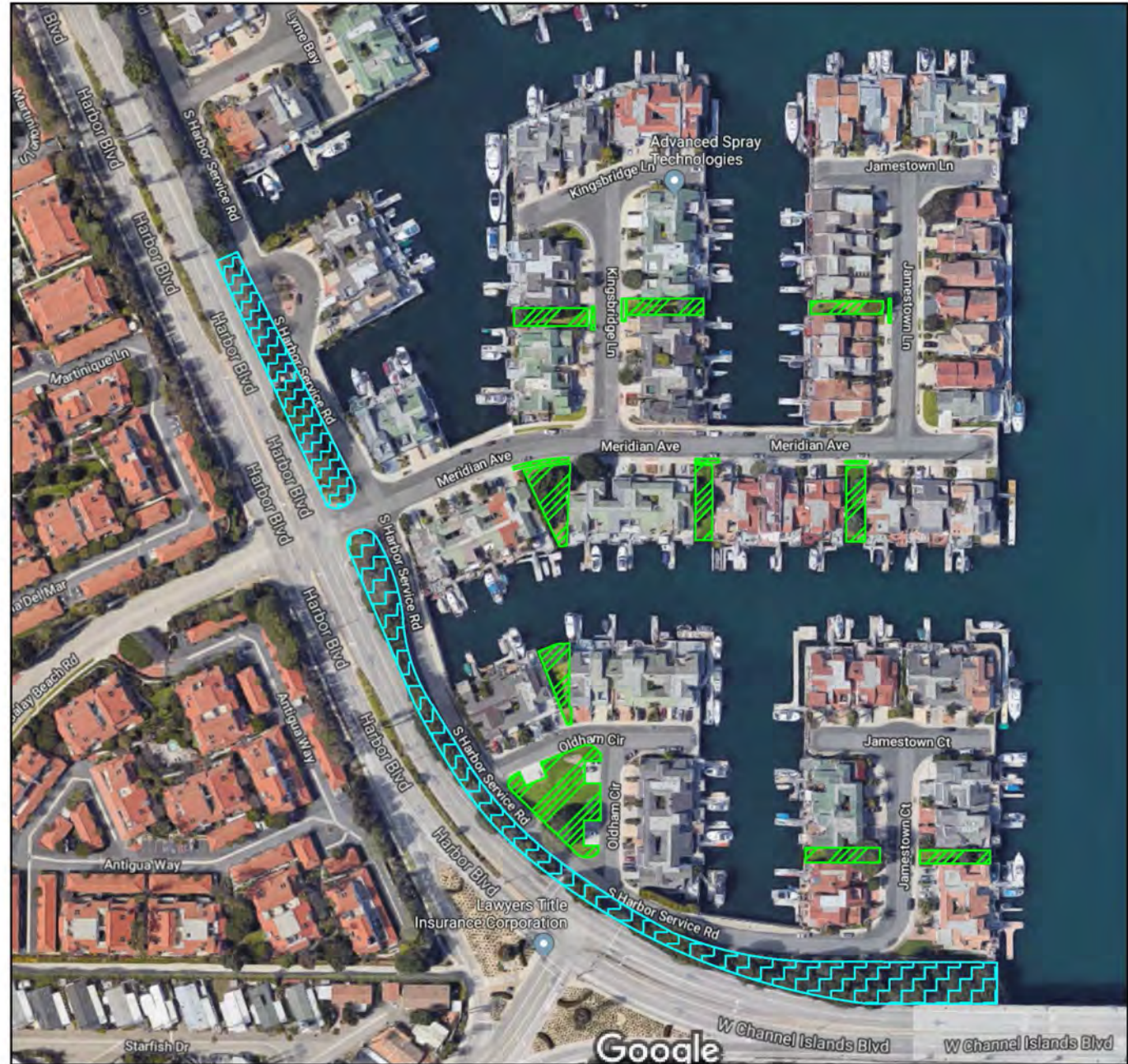
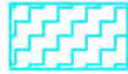


MANDALAY BAY

CONFIRMED GREEN BELTS
estimated sq ft: 80,692



CONFIRMED PLANTERS
estimated sq ft: 128,526

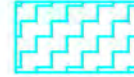


MANDALAY BAY

CONFIRMED GREEN BELTS
estimated sq ft: 10,995



CONFIRMED PLANTERS
estimated sq ft: 100,981

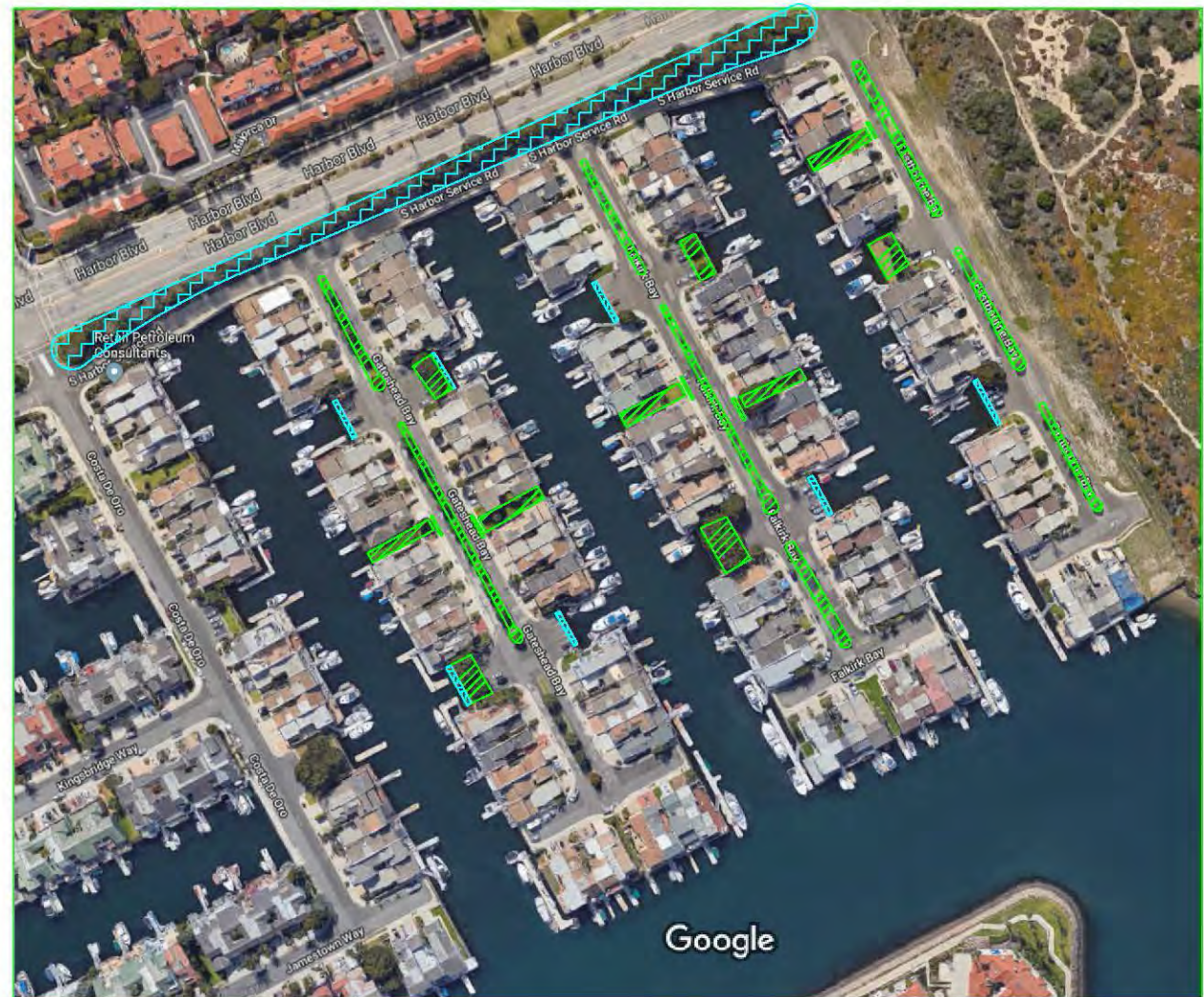
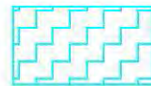


MANDALAY BAY

CONFIRMED GREEN BELTS
estimated sq ft: 46,642



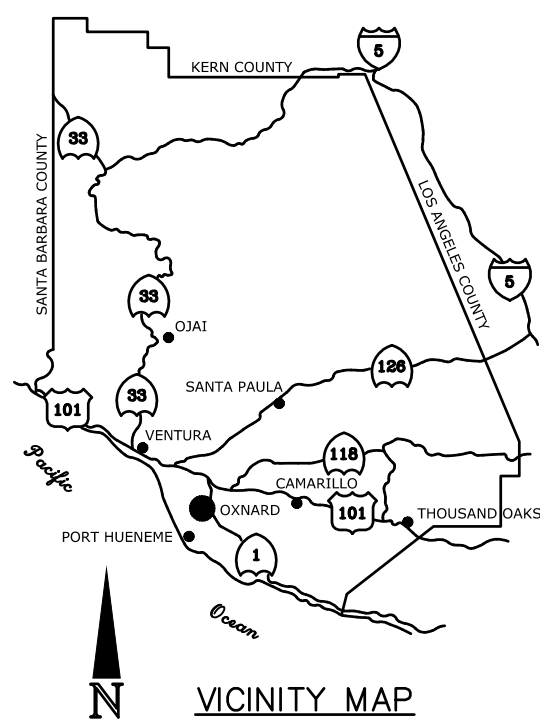
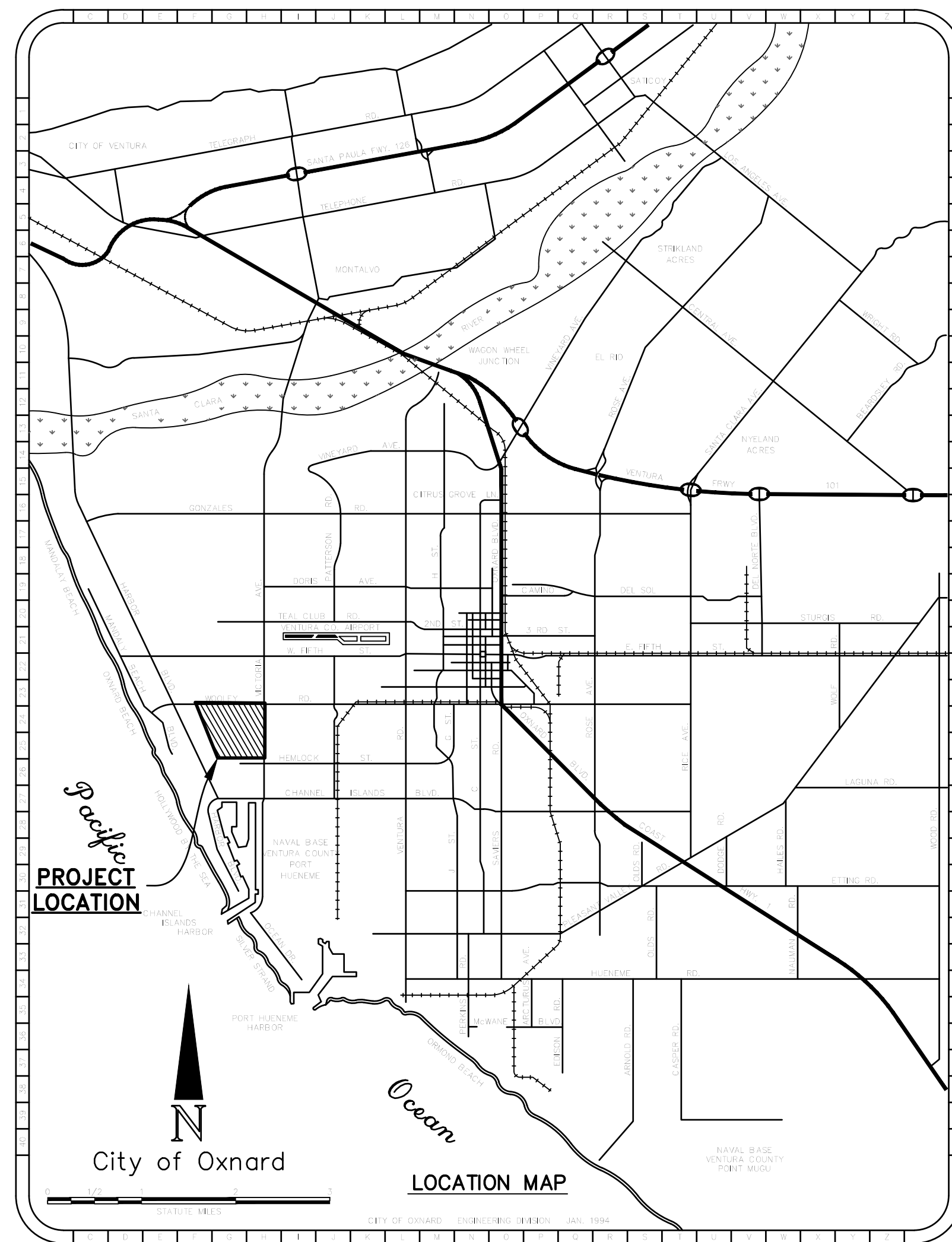
CONFIRMED PLANTERS
estimated sq ft: 53,304

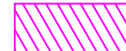
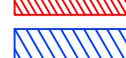


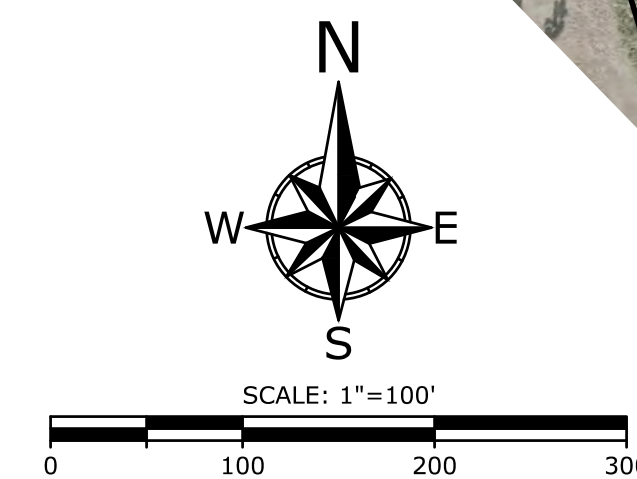
Sheet 5 of 5

WATERWAYS ASSESSMENT DISTRICT ZONE 2 – HARBOUR ISLAND
SERVICE AREA MAPS

SEABRIDGE DEVELOPMENT LANDSCAPE QUANTITIES STUDY HARBOR ISLAND

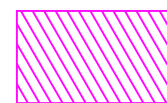
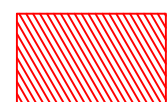
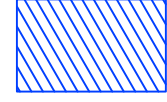


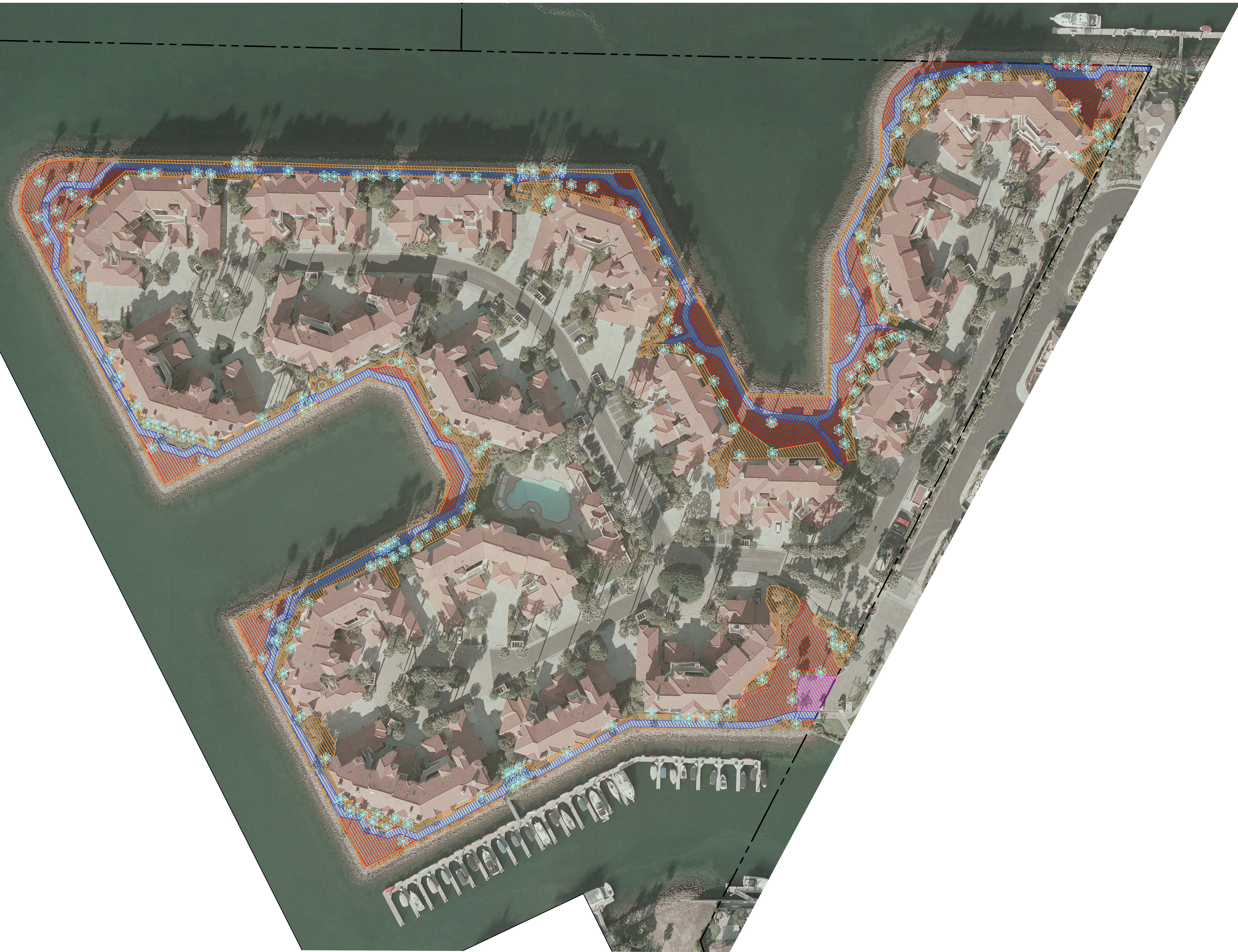
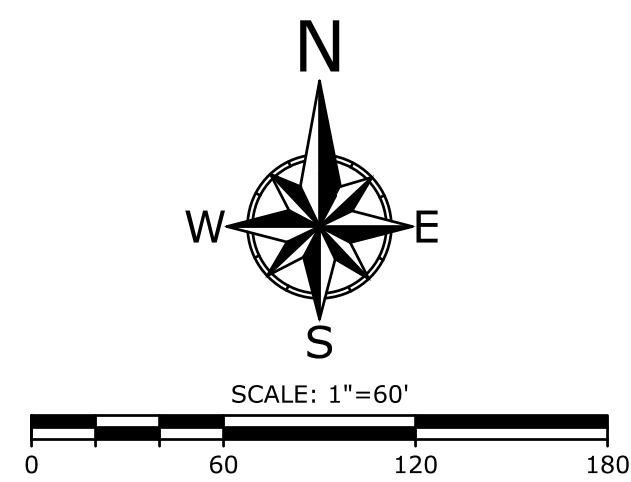
HARBOR ISLAND		AREA (SQ FT.)
	PARKING	1,602
	TURF	44,397
	CONCRETE	34,817
	PLANTER	55,159
	TREES	171



SHEET INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	HARBOR ISLAND

 Encompass Consultant Group 333 N. LANTANA ST., SUITE 287, CAMARILLO, CA 93010 PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM		REVISIONS				CITY OF OXNARD CALIFORNIA Development Services Department
		MARK	DATE	DESCRIPTION	BY	
<u>SALVADOR CONTRERAS</u> DATE: 03/02/2017 PROJECT ENGINEER R.C.E. W.O. 0013.05		REVIEWED BY: _____ DATE: _____ _____ DATE: _____ CHECKED BY: SC _____		APPROVED: _____ Date: _____ City Engineer R.C.E. 46333		
		SCALE: HORIZ. 1"=60' VERT. N/A		SHEET NO. <u>1</u> OF <u>2</u>		
		DRAWN BY: JG SC		DRAFTER NUMBER		

LEGEND		AREA (IN SQ FT.)
	PARKING	1,602
	TURF	44,397
	CONCRETE	34,817
	PLANTER	55,159
	CFD DISTRICT BOUNDARY	
	TREES	171



ECG
Encompass Consultant Group
333 N. LANTANA ST., SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS, DATE: 03/02/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.05



REVISIONS		
MARK	DATE	DESCRIPTION

CITY OF
OXNARD
CALIFORNIA Development Services Department

HARBOR ISLAND

APPROVED: City Engineer R.C.E. 46333 Date

SCALE: HORIZ. **1"=60'**
VERT. **N/A**

SHEET NO. **2** OF **2**

DRAWN BY: **JG** DATE
CHECKED BY: **SC** DRAWING NUMBER

BID PACKET



FOR

LANDSCAPE MAINTENANCE OF WATERWAYS MAINTENANCE DISTRICTS ZONE 1 & 2 (MANDALAY BAY & HARBOUR ISLAND) SD 18-55

Submitted by: Bill Jacobson
 Contractor's Name: BrightView Landscape Services
 Address: 2910 Sherwin ave
 City: Ventura State: CA Zip Code: 93003
 Contact Person: Bill Jacobson Phone: 818 384 6667
 Email: William.Jacobson@BrightView.com Date: 4/25/2018

**BID FOR MAINTENANCE OF WATERWAYS MAINTENANCE DISTRICTS ZONE 1 & 2
(MANDALAY BAY & HARBOUR ISLAND) SD 18-55**

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Waterways Maintenance Districts Zone 1 & 2 (Mandalay Bay & Harbour Island) SD 18-55 ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

2. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or its breakdown or contents, or divulged information or data relative to that Bid price, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent of such entities, to effectuate a collusive or sham Bid and has not paid and will not pay any person or entity for such purpose.

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum: Date Received:
#01 4/10
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/25/2018 [date], at Ventura [city], CA [state].

Bidder's Name (Company): Bright View Landscape Services

Signature: [Signature]

Title: VPGM

Print: VPGM

Date: 4/25/2018

CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF WATERWAYS DISTRICTS ZONE 1 & 2
(MANDALAY BAY & HARBOUR ISLAND) SD 18-55

District Name	MONTHLY SERVICE LEVELS					Total of All Service Levels Bid ²
	A Level of Service ¹	B Level of Service ¹	C Level of Service ¹	D Level of Service ¹	F Level of Service ¹	
ZONE 1 – MANDALAY BAY	\$6,592.06	\$3,323.86	\$2,583.22	\$1,528.64	\$395.67	\$14,423.45
ZONE 2 – HARBOUR ISLAND	\$4,468.66	\$2,248.27	\$1,682.39	\$1,011.82	\$229.58	\$9,640.72

¹Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

²The policy at the City of Oxnard is to award contracts to the lowest responsible bidder. For this specific bid package, the lowest bidder will be determined by adding together all of the Service Level bids in each of the rows and the total for that row will determine the lowest bidder. You must complete every column in the row or you will be automatically excluded from consideration for the bid.

Bidder's Name (Company): Bright View Landscape Date: 4/25/18

Print: Scott G. Gray Signature: [Signature] Title: VPGM

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



4/10/18

ADDENDUM #1 **BID No. SD 18-55**

Scheduled Bid Closing Date: April 26, 2018 at 2:00PM

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

1. **What was the amount of the winning bid the last time it went out?**
The winning bid the last time this district was bid out, the winning bid amount was: Zone 1 – Mandalay Bay - \$38,400 annually and Zone 2 – Harbour Island - \$30,000 annually. This work was under the old contract and therefore there were no established service levels. Due to early termination of that contract, the City executed a negotiated contract for B level of service at the above prices.
2. **Who is currently servicing the waterways #1 & #2?**
The current contractor is Garcia's Landscaping & Maintenance Inc.
3. **What are the requirements for level of service for mulch, opening restrooms, mutt-mutt stations, trash cans, and light checks for service levels other than A?**
Waterways Districts do not have restrooms included within the maintenance area. Waterways does not have mulch in the planter beds on property. Mutt mitt stations and trash should be serviced per the service level document. For example, if the contractor is on property bi-monthly for B level of service, the trash should be dumped and mutt mitt stations refilled at that time. Light checks should be a visual check when contractor is on property to notify the City of any defects or issues.
4. **Frequency charts show Service Levels from A-F, bottom of contract only has pricing for A-D. Should we only consider A-D?**
Attached is an updated Bid Sheet that provides a space for F Level of Service.
5. **These sites are much smaller than Riverpark and Seabridge – is a full-time irrigation tech needed, or can we have a crew member with a strong irrigation background on site with an irrigation tech come on an as-needed basis?**
An irrigation technician must be available at the request of the City at no additional charge to complete irrigation checks within the Waterways Districts. An employee of the contractor with knowledge of irrigation best practices and the ability to repair irrigation deficiencies must be onsite on days of service.

6. Is a gate code needed to walk the property and if so what would it be?

There are no gates to access either property. To access the area in Harbour Island linear park as depicted on the maps, you can park at the end of Harbour Island Lane in the public parking lot. The gated portion of this property is the responsibility of the Homeowner's Association.

Addendum #1 received: Date 4/10/18

Received by: [Signature]

Name & Title, printed: Scott Godfrey VPGM

Company: BrightView Landscape

Address: 2910 Sherwin ave, Ventura, CA 93003

Telephone Number, including Area Code: 805-642-9300

Fax Number, including Area Code: 805-642-2174

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 8

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Second Amendment to Agreement No. 6552-14-PW with the Groundskeeper, Inc. for Landscape Maintenance Services to Public Works Facilities.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to the agreement with the Groundskeeper, Inc. for the period of April 13, 2018, through December 31, 2018 and increase the amount by \$43,960 for an amount not-to-exceed \$347,295; and
2. Adopt a resolution creating a one-time exemption from Resolution Number 13,932's requirement to not extend the expiration date of a contract for trade services for more than three years.

BACKGROUND

On March 8, 2014, the City Council approved Agreement No. 6552-14-PW in an amount of \$233,335 with the Groundskeeper, Inc. for ongoing landscape maintenance and non-routine landscape tasks through April 13, 2017, for the facility grounds at the Water Campus, Blending Stations # 3, # 4 and # 5, Advanced Water Purification facility (AWPF) and the Del Norte Regional Recycling and Transfer Station. The First Amendment was executed by City Council on June 6, 2017. The First Amendment added an additional \$70,000 for a not to exceed \$303,335 and extended the expiration date to April 13, 2018. Staff would like to amend the contract to extend the expiration date to December 31, 2018 and increase the amount by \$43,960 for a not-

Second Amdt with the Groundskeeper, Inc. for Landscape Mntc Svcs to PW Facilities

June 26, 2018

Page 2

to-exceed amount of \$347,295, to allow time to let a request for bids and enter into a contract for these services.

Because Purchasing Resolution No. 13,932 limits trade services agreements to three-year terms, along with the amendment to the contract, to allow this to go forward, Council must adopt a resolution creating a one-time exemption to this three-year limitation.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Sufficient funds for the landscape maintenance services are available in the Water Fund, Account No. 601-6010-842-8209; Advanced Water Purification Facility Fund, Account No. 601-6012-842-8209; and the Solid Waste Fund, Account No. 631-6301-842-8209, for the remainder of FY 2017-2018. There will be sufficient funds requested in the Fiscal Year 2018-2019 budget to cover the costs for these services.

ATTACHMENTS:

Attachment A - Resolution

Attachment B - Second Amendment to Agreement No. 6552-14-PW

Attachment C - Executed Agreement No. 6552-14-PW

Attachment D - Executed First Amendment to Agreement No. 6552-14-PW

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD CREATING A ONE-TIME EXEMPTION FROM
RESOLUTION NO. 13,932'S REQUIREMENT TO NOT EXTEND
THE EXPIRATION DATE OF A CONTRACT FOR TRADE
SERVICES FOR MORE THAN THREE YEARS**

**THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY FINDS,
DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:**

WHEREAS, the City entered into a contract on April 8, 2014, with The Groundskeeper, Inc. for landscape maintenance services to City Utilities' facilities. The Agreement previously has been amended on May 17, 2017, by a First Amendment;

WHEREAS, the City is obligated under Resolution Number 13,932 to not extend contracts and amendments for trade services for more than three years; and

WHEREAS, the City Council now wishes to exempt City staff from the limitation that a trade services contract may only last three years for the purposes of obtaining an amendment for approximately nine (9) months to Agreement Number 6552-14-PW.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1: The Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: The City Council now wishes to exempt City staff from Resolution Number 13,932's limitation that a trade services contract may only last three (3) years. This is a one-time exemption.

Section 3: This Resolution shall take effect immediately upon its adoption.

Section 4: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk


Stephen M. Fischer, City Attorney

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1 day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and The Groundskeeper, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on April 8, 2014, by City and Vendor. The Agreement previously has been amended on May 17, 2017, by a First Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "April 13, 2018" is deleted and replaced with the date "December 31, 2018, or when the total value of the Agreement as listed in Section 4(b) of the Agreement has been expended, whichever comes first in time."
2. In Section 4(b) of the Agreement, the figure "\$303,335" is deleted and replaced with the figure "\$347,295."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

THE GROUNDSKEEPER, INC.

☐ Tim Flynn, Mayor Date
(if agreement is \$250,000.01 or more)

Harry Avedissian 6/1/18
Harry Avedissian, President Date

☐ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

Marc Avedissian 6/1/18
Marc Avedissian
Vice President/Secretary Date

ATTEST:

Michelle Ascencien, City Clerk
(if agreement is \$250,000.01 or more)

Date

APPROVED AS TO FORM:

Stephen M. Fischer 5/25/18
Stephen M. Fischer, City Attorney
(required for any agreement amount) Date

APPROVED AS TO CONTENT:

Todd Vasquez-Housley 6-5-18
Todd Vasquez-Housley
(required for any agreement amount) Date

Rosemarie Coughlone 6/7/18
Rosemarie Coughlone,
Public Works Director
(if agreement is \$25,000.01 or more) Date

Jesus Nava, Assistant City Manager Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date
(required for any agreement amount)

The City requires the following for any contract:

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

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

PLEASE DO NOT
REMOVE THIS BOX

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/13)
Contract No. 6552-14-PW

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 8th day of April, 2014, by and between the City of Oxnard ("City") and The Groundskeeper, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: landscape maintenance services to the following Public Works facilities: Del Norte Regional Recycling and Transfer Station at 111 Del Norte Boulevard, Oxnard, California; Water Campus at 251 South Hayes Avenue, Oxnard, California; Blending Station No. 3 at 1700 Solar Drive, Oxnard, California; Blending Station No. 4 at 3637 North Rose Avenue, Oxnard, California; Blending Station No. 5 at 908 East Pleasant Valley Road; Wastewater Treatment Plant at 6001 South Perkins Road, Oxnard, California; Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, California.

2. Vendor shall provide such services according to the following schedules set forth in Exhibit A attached hereto and incorporated by this reference in full herein. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on April 14, 2014, and shall end on April 13, 2017. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor as follows:

a. Monthly

- i) Del Norte Regional Recycling and Transfer Station: \$1,525
- ii) Water Operations (Total): \$2,430
 - (1) Water Campus: \$1,225
 - (2) Blending Station No. 3: \$695
 - (3) Blending Station No. 4: \$340
 - (4) Blending Station No. 5: \$170
- iii) Advanced Water Purification Facility: \$1,290

b. As needed

<u>Task</u>	<u>Hourly Rate</u>
i) Mulch installation	\$37.50
ii) Mulch replacement	\$45.00
iii) Litter/debris control	\$27.50
iv) Irrigation maintenance	\$49.00
v) Irrigation repair	\$55.00

COUNCIL APPROVAL
 DATE 3-8-14 AGENDA # 5-2

vi) Weed control	\$37.50
vii) Vertebrate control	\$55.00
viii) Pruning and edging of shrubs, flowers and groundcovers	\$27.50
ix) Mowing and edging of turf	\$35.00
x) Tree maintenance	\$65.00
xi) Landscape replacement	\$37.50

While this Agreement is in effect, Vendor shall pay employees working under this Agreement no less than the current Living Wage per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index. At such time, Vendor's rates may be updated to reflect the exact change in Living Wage.

The total value of the contract shall not exceed \$233,335. Separate invoice will be required for each operation.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor 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.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This

agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-C, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-C.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: The Groundskeeper, Inc., P.O. Box 3402, Camarillo, CA 93011. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Administration, 305 West Third Street, 3rd Floor, East Wing, Oxnard, CA 93030.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to 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.

CITY OF OXNARD


Karen R. Burnham, Interim City Manager

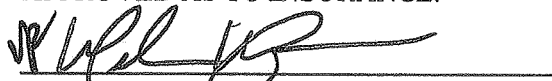
VENDOR


Harry Avedissian, President

APPROVED AS TO FORM:


Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:


Bob Roshanian, Interim Public Works Director


Anthony Emmert, Water Resources Manager

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

EXHIBIT 1
Page 1 of 4

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

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. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) 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 (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) 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. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

EXHIBIT 1
Page 3 of 4

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2013

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2014, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.** In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor 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.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

EXHIBIT 1
Page 4 of 4

EXHIBIT A
GENERAL REQUIREMENTS

EXPERIENCE AND QUALIFICATIONS

Vendor Requirements

1. Vendor must possess a valid State of California Contractor License (C-27 – Landscaping Contractor).
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license.
3. Registration with United States Environmental Protection Agency (U.S. EPA) and/or State Pesticide Regulatory Agency (ex., Permanent Record(s) from the Department of Toxic Substances Control with the EPA Identification Number of the business location(s)).

Cal DPR Licensed Applicators

1. Vendor shall have a minimum of two (2) employees who have Cal DPR certified pesticide applicator licenses or certificates.
2. Cal DPR licensed pesticide applicators must have the following minimum level of pesticide application experience:
 - a. Licensed pesticide applicators shall have a minimum of three (3) years experience in performing the type of work specified. To be considered as qualifying experience, experience must meet the two (2) following requirements:
 - i. The experience must be obtained as a state licensed and certified applicator.
 - ii. The experience must be for the type of pesticide applications described herein.

Cal DPR Licensed Agricultural Pest Control Advisor

1. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA).

Arborist Certification by the International Society of Arboriculture

1. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture.

EQUIPMENT AND SUPPLIES

Vendor shall provide a copies of the following product data for the chemical agents to be used:

1. Material Safety Data Sheet (MSDS)
2. Product Specimen Label

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

SUPERVISION

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

STAFFING

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

EMPLOYEE CONDUCT

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).

EMPLOYEE REMOVAL

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

EMPLOYEE APPEARANCE AND IDENTIFICATION

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

QUALITY CONTROL PROGRAM

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

EMPLOYMENT PRACTICES

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

PROPERTY DAMAGES

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

QUANTITY

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

LABOR STRIKE

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

INVOICING

Separate invoices shall be provided for each operation. Four (4) invoices will be provided as follows:

1. Water Operations – Water Campus and Blending Station Nos. 3, 4, and 5
2. Recycled Water Operations – Advanced Water Purification Facility
3. Wastewater Operations – Wastewater Treatment Plant
4. Environmental Resources – Del Norte Regional Recycling and Transfer Facility

SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

A. Scope of Work

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

B. Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants and close-toed shoes are required. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

C. Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements. Vendor shall provide the following the MSDS and Product Specimen label for all chemicals used.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

D. Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law.
2. Vendor must possess a valid Cal DPR license.
3. Vendor location(s) shall be registered with the U.S. EPA and/or State Pesticide Regulatory Agency.
4. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed or certified pesticide applicators.
5. Vendor must employ at least one (1) Cal DPR licensed Agricultural PCA.
6. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture.
7. Vendor must possess a current City of Oxnard Business Tax Certificate.

E. Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

F. Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

G. Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

H. Work Schedules

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

I. Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a residence), shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick up and removal shall be done on weekly basis and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed at least once per week.

B. Irrigation

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers, in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the Project Manager of each Operation quarterly in January, April, July and October. The City reserves the right to require Vendor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by Vendor.

Vendor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, drains and drain pipes and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the Project Manager of each Operation. All other irrigation replacement shall be subject to approval by the Project Manager of each Operation. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Vendor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at Vendor's expense. All irrigation controllers shall be turned off during periods of rain by Vendor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization

All turf grass shall be fertilized by Vendor six times a year (July, September, November, January, March, May) on a schedule to be approved by the Project Manager of each Operation. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of the application by Vendor. Such notification will be subject to approval by the Project Manager of each Operation.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the Project Manager of each Operation. Vendor may be required to deviate from this schedule upon written notification by Project Manager of each Operation.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification

Vendor shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal

Vendor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at Vendor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager of each Operation prior to application. Vendor shall notify the Project Manager of each Operation three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager of each Operation a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program

A Kikuyu Abatement Program shall be established by Vendor in accordance with guidelines set forth by the University of California Cooperative Extension Program.

H. Weed Control

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager of each Operation. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager of each Operation.

All curbs/gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures, shall be free of all weeds. Herbicides may be used for weed control upon prior approval of the Project Manager of each Operation.

I. Vertebrate Control

A gopher problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager of each Operation for approval. All other vertebrate pest problems shall be handled on a case by case basis.

J. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager of each Operation. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager of each Operation. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

K. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager of each Operation. Mowing shall occur once a week. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager of each Operation. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager of each Operation.

L. Tree Maintenance

Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. This arborist must oversee all pruning work including root pruning and certify all work meets contract requirements. All pruning work shall conform to the current 1995 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines."

However, coral trees (*Erythrina caffra*) shall be pruned twice a year to remove cross branching and to provide shape and proper branch structuring. Any removal of trees must first be approved by the Project Manager of each Operation or his representative. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning to be scheduled annually in the spring. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A 4" ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots.

Vendor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Vendor shall follow the attached tree staking detail (Attachment 1). Vendor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. Vendor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a 3' basin covered with 3"-5" of mulch. Mulch shall not contact the base of the tree.

Dead or dying palm fronds shall be removed and disposed of on a once per week basis. Dead or dying palm fronds shall be removed/pruned such that the remaining cut frond stub is cut as closed to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to ANSI A300 standards and ISA tree pruning guidelines.

Vendor shall be responsible for all current and future trees planted.

M. Landscape Replacement

Landscape areas which fail to perform well and which are not the result of Vendor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the Project Manager of each Operation or his representative for review and authorization for replanting. When authorized by the Project Manager of each Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

N. As Needed Tasks for Wastewater Treatment Plant

The Wastewater Treatment Plant has a full-time employee that provides landscaping and irrigation services. However, services may be necessary on an as needed basis. Items such as the following may be required: mulch installation/replacement, litter/debris control, irrigation, weed control, vertebrate control, pruning and edging of shrubs, flowers and groundcovers, mowing and edging of turf, tree maintenance and landscape replacement. When authorized by the Project Manager this Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

O. Vandalism, Theft and Graffiti

Vendor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

P. Storm Damage

Vendor shall correct and repair all storm damage incurred through out the year by trees, shrubs, mud on sidewalks/gutters/etc.

Q. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

R. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon time.

S. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours. Vendor shall have sufficient staff available to respond to emergencies such as emergency tree work, on-site water main break and irrigation failure.

T. Warranties

Vendor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITH 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 \$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 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. 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.

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-C. 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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. 6552-14-PW
300 West Third Street, Suite 302
Oxnard, California 93030

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-C 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 sample accord form.

INS-C.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 [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] 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 [x] 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, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

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

City of Oxnard

Attn: Risk Manager

Reference No. 6552-14-PW

300 W. Third Street, Suite 302

Oxnard CA 93030

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

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

POLICY INFORMATION:

(to)

☐ Included in Limits

☐ In Addition to Limits

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

**EACH
OCCURRENCE**

AGGREGATE

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

Underwriter=s representative for claims pursuant to this Insurance.

CLAIMS:

Name:

Address:

Telephone: ()

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

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

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

ENDORSEMENT HOLDER

Oxnard, CA 93030

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 _____

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

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)

CITY AGREEMENTS/PERMITS

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.

Oxnard, CA 93030

☐ 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. 6552-14-PW

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 17 day of May, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and The Groundskeeper, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on April 8, 2014, by City and Vendor.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "April 13, 2017" is deleted and replaced with the date "April 13, 2018."

2. Section 4 of the Agreement is deleted in its entirety and replaced with:

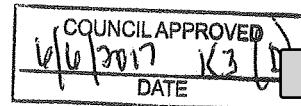
- "4. a. City shall pay Vendor as follows on a monthly basis:
- i) Del Norte Regional Recycling and Transfer Station: \$1,525
 - ii) Water Operations (Total): \$2,430
 - (1) Water Campus: \$1,225
 - (2) Blending Station No. 3: \$695
 - (3) Blending Station No. 4: \$340
 - (4) Blending Station No. 5: \$170
 - iii) Advanced Water Purification Facility: \$1,290

- b. The total value of the contract shall not exceed \$303,335. Separate invoice will be required for each operation."

3. Section 5 of the Agreement is deleted in its entirety and replaced with:

"Vendor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Vendor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

- a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit B**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.



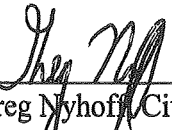
- b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.
 - c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
 - d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
 - e. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit C** and incorporated herein by this reference."
4. Exhibit 1 Living Wage Policy is deleted in its entirety.
 5. Section 15 of the Agreement is added as follows:
 "15. 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 or document. A signed copy of this Agreement 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 agreement for all purposes."
 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

THE GROUNDSKEEPER, INC.



Greg Nyhoff, City Manager

Harry Avedissian, President

APPROVED AS TO FORM



Stephen M. Fischer, City Attorney

Marci Avedissian, Vice President/Secretary

APPROVED AS TO INSURANCE:



Mike More, Risk Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director



Todd Vasquez-Housley, Division Manager

APPROVED AS TO AMOUNT:



Ruth Osuna, Assistant City Manager

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

CITY OF OXNARD

THE GROUNDSKEEPER, INC.

Greg Nyhoff, City Manager

Harry Avedissian, President

APPROVED AS TO FORM

Marci Avedissian, Vice President/Secretary

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Todd Vasquez-Housley, Division Manager

APPROVED AS TO AMOUNT:

Ruth Osuna, Assistant City Manager

EXHIBIT B: LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process

Exhibit 1**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. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit B. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than the required hours of paid leave per calendar year, as listed in the City's Living Wage Policy.
- B. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016**

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted each July 1, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

(1) Vendor 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.

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

(3) In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

(4) The foregoing requirements are restated in the Agreement for Trade Services.

EXHIBIT C: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor 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. Contractor shall perform the Project as a public work. Contractor 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. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor 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. Contractor 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 Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor 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.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor 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 Contractor'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. Contractor 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. Contractor 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. Contractor 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, Contractor shall diligently take

corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against 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 Contractor, 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 consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.



GROUN-8

OP ID: KR

J.8.d

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2016

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

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

PRODUCER Coastal States Insurance Svcs 1986 So. Victoria Ave Ventura, CA 93003 Ron Hayduk	805-642-5290	CONTACT NAME Korina Castaneda PHONE (A/C, No, Ext): 805-642-5290 FAX (A/C, No): 805-289-3490 E-MAIL ADDRESS: kcastaneda@coastalstatesins.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Ohio Casualty Insurance Co		24074
INSURER B: American Fire & Casualty Co		F0002 24066
INSURER C: Falls Lake Fire & Casualty Co		15884
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PESTICIDE GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		BKO56817203	08/07/2016	08/07/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		BAA56817203	08/07/2016	08/07/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	FLA00324700	01/01/2017	01/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: 111 South Del Norte Oxnard CA, Del Norte Recycling
City of Oxnard, its City Council, officers, employees, and volunteers are named as additional insured with respects to General and Auto Liability. Primary and Non-contributory wording is included regarding General Liability.

CERTIFICATE HOLDER CITYOXN City of Oxnard Risk Management Reference No. 6552-14-PW 300 West Third Street Ste 302 Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kastaneda</i>
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ACORD 25 (2016/03)

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POLICY NUMBER: BKO56817203

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**Blanket Additional Insured agreed
written contract, agreement, permit
3567 Almond Drive

Oxnard, Ca 93036

Location(s) Of Covered OperationsLOCATION(S) AT WHICH YOU PERFORMED WORK DESCRIBED
IN WRITTEN CONTRACT, AGREEMENT OR PERMIT THAT A
PERSON OR ORGANIZATION BE ADDED AS AN ADD'L INSD

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

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

1. Required by the contract or agreement;
or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

POLICY NUMBER: BKO56817203

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s)**Blanket Additional Insured agreed
written contract, agreement, permit
3567 Almond Drive

Oxnard, Ca 93036

Location And Description Of Completed OperationsWORK DESCRIBED IN WRITING IN THE CONTRACT,
AGREEMENT OR PERMITLOCATION(S) AT WHICH YOU PERFORMED WORK DESCRIBED
IN THE WRITTEN CONTRACT, AGREEMENT OR PERMIT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

Policy Number: BKO56817203

~~COMMERCIAL GENERAL LIABILITY~~

CG 88 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**INDEX**

<u>SUBJECT</u>	<u>PAGE</u>
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NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

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

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

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

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

Policy Number: BAA56817203

~~COMMERCIAL AUTO~~

CA 88 10 01 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

- A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

- B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured. "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. Member, if you are a limited liability company;
 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Oxnard its City Council, Officers, Employees and Volunteers

REF #6552-14-PW

300 West Thirst Street #302,
Oxnard CA, 93030

Job Description

Job Address: 111 South Del Norte; Oxnard CA, 93033

Start Date: Ongoing

Duration: Ongoing

Work being performed: Landscape Maintenance

of insured's EEs: 2

Est. Payroll: \$5,400

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2017
Insured
The Groundskeeper, Inc. (A Corp)

Policy No. FLA003247-00
Insurance Company
Falls Lake Fire & Casualty Company

Endorsement No. 1

Countersigned By





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 9

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Approve Trade Services Agreement No. 8284-18-PW with Mac Valley Oil Company for Additional Funds and Time

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That the City Council approve and authorize the Mayor to execute an Agreement No. 8284-18-PW with MacValley Oil and to amend the terms of Blanket Purchase Order No. 5640, adding an additional \$200,000 and extending the expiration date by six months to December 31, 2018.

BACKGROUND

In July 2015, the City issued a request for bids (RFB) for the delivery of bulk fuel (unleaded gasoline, clear diesel and red dye diesel), lubricants and antifreeze to City facilities operated by the Fire Department, Public Works Fleet Services Division, Public Works Wastewater Division, Public Works Environmental Resources Division and the River Ridge Golf Course operated by the Public Works Parks and Facilities Division.

The City entered into Blanket Purchase Order No. 5640 with Mac Valley Oil Company for bulk delivery of unleaded gasoline and diesel fuel for the 2016 calendar year with a not to exceed amount of \$514,000. The first extension of this blanket purchase order was approved for the period of January 1, 2017, to June 30, 2018, to align with the City's fiscal year budget process, with a new not to exceed amount of \$1,354,000.

Approve Trade Services Agreement for Bulk Fuels

June 26, 2018

Page 2

Since this procurement is not just for the actual fuel but also for the on-site delivery of hazardous materials, this is not just a purchase but rather a trade service. Thus, the Public Works Department requests to extend the terms of Blanket Purchase Order No. 5640 through Trade Services Agreement No. 8284-18-PW and add an additional \$200,000 until December 31, 2018. The combined total amount of the Blanket Purchase Order and Agreement is \$1,554,000.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The \$200,000 anticipated needs for the six month extension through December 31, 2018 of Agreement No. 8284-18-PW will be funded from Operating Budget of Public Works Fleet Services, Wastewater, Environmental Resources and Parks (River Ridge Golf Course).

ATTACHMENTS:

Attachment A - Agreement No. 8284-18-PW (Mac Valley Oil Co.)

Attachment B - MacValley Oil Company BPO 5640

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS
EFFECTIVE ON 7/1/17)**

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this _____ day of _____, 2018, by and between the City of Oxnard ("City") and Mac Valley Oil Company ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services, including providing all labor, materials and equipment therefor: delivery of bulk unleaded gasoline and diesel fuel to various City locations, in accordance with **Exhibit A** (Schedule and Scope of Services), which is attached hereto and incorporated herein by this reference (the "Services").
2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.
3. This Agreement shall begin on the date first written above, and shall end on December 31, 2018 ("Agreement Term"). City may terminate this Agreement at any time, with or without cause and without penalty, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.
4. City shall pay Vendor an amount not to exceed \$200,000 for the Services performed during the term of this Agreement, in accordance with **Exhibit B** (Rate Schedule), which is attached hereto and incorporated herein by this reference. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
5. Vendor shall compensate all of its employees in accordance with the City's Living Wage Policy.

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit C**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor 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.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor'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. Vendor'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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the

Indemnified Party. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-C**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-C**.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

13. This Agreement may be amended only by a written document signed by both City and Vendor.

14. Any notices to Vendor may be delivered personally or by mail addressed to: Mac Valley Oil Company, 100 N. Del Norte Blvd., Oxnard, CA 93030. Attn: Chris Do. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Fleet Services, 1060 Pacific Avenue, Oxnard, CA 93030. Attn: Bill Birch.

15. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

16. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to 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.

17. 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 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.

[Signatures on next page]

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

CITY OF OXNARD

MAC VALLEY OIL CO.

☒ Tim Flynn, Mayor
(if agreement is \$250,000.01 or more)

Date

Peter Hong, President

Date

☐ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

Chris Do, Controller

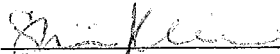
Date

ATTEST:

Michelle Ascencion, City Clerk
(if agreement is \$250,000.01 or more)

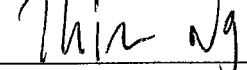
Date

APPROVED AS TO FORM:

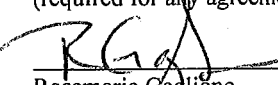

Stephen M. Fischer, City Attorney
(required for any agreement amount)

6/5/18
Date

APPROVED AS TO CONTENT:


Thien Ng, Asst. Public Works Director
(required for any agreement amount)

5/22/18
Date


Rosemarie Gaglione,
Public Works Director
(if agreement is \$25,000.01 or more)

6/4/18
Date

Jesus Nava, Assistant City Manager

Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager
(if agreement is \$250,000.01 or more)

Date

APPROVED AS TO INSURANCE:


Mike More, Risk Manager
(required for any agreement)

4/7/18
Date

The City requires the following for any contract:

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

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

PLEASE DO NOT
REMOVE THIS BOX

Agreement No. 8284-18-PW

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

CITY OF OXNARD

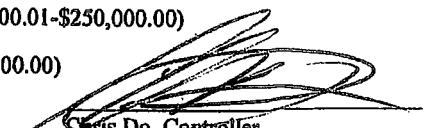
MAC VALLEY OIL CO.

☒ Tim Flynn, Mayor
(if agreement is \$250,000.01 or more) _____ Date

 6/6/18
Peter Hong, President _____ Date

☐ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00) _____

☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00) _____

 6/6/18
Chris Do, Controller _____ Date

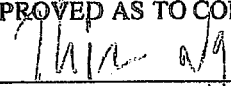
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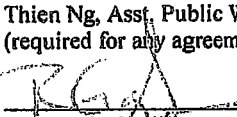
Michelle Ascencion, City Clerk
(if agreement is \$250,000.01 or more) _____ Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney
(required for any agreement amount) _____ Date

APPROVED AS TO CONTENT:

 5/22/18
Thien Ng, Asst. Public Works Director
(required for any agreement amount) _____ Date

 6/4/18
Rosemarie Gaglione,
Public Works Director
(if agreement is \$25,000.01 or more) _____ Date

Jesus Nava, Assistant City Manager _____ Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager
(if agreement is \$250,000.01 or more) _____ Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager
(required for any agreement) _____ Date

The City requires the following for any contract:

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

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

PLEASE DO NOT
REMOVE THIS BOX

EXHIBIT A SCHEDULE AND SCOPE OF SERVICES

Provide bulk fuel delivery prices for all referenced fuel types for the City's current and future tanks. City's representative shall order, if delivery is not regularly scheduled, on an "as-needed" basis by means of a phone call to the Vendor. Maximum response time by Vendor for delivery of this fuel shall be 24 hours (not three 8-hour business days). The City anticipates ordering approximately fifty (50) gallons of unleaded gasoline to its Environmental Resources (ER) facility and Diesel Exhaust Fluid (DEF) to Fire Station 7 at 3300 Turnout Park Circle, Oxnard, CA., 93036, among other as-needed deliveries. The City reserves the right to add or delete delivery sites and fuel types as needed during the course of the contract. City-observed holidays when facilities are closed are excluded.

Estimated Quantities: The annual quantities listed below are estimates only. The City shall not be penalized for purchasing more or less than the quantities listed. All gasoline and diesel, delivered under this contract shall meet the latest requirements of the California Air Resources Board (CARB), Federal, State, and local governments as well as fuel industries laws, codes, requirements, standards, and guidelines currently in force and any of those put in force during the contract period. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations, and standards.

SCHEDULED DELIVERIES

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Delivery Frequency
Environmental Resources (ER) 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	Weekly
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	5,000	Every other week
	Clear Diesel	1,500	8,500	Every other week
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,400	Every other week
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,100	Every other week
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	3,300	Every other week
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	3,100	Every other week

Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	3,600	Every other week
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	5,000	Every other week
	Clear Diesel	750	8,500	Every other week
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline*	240	10,500	Twice a week
	Red Dye Diesel*	240	6,000	Twice a week
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	Twice a year

*Vendor shall provide River Ridge Golf Course with above-ground tanks for these fuel types as well as electric gasoline/diesel pumps for the tanks. All other City locations have their own above-ground fuel tanks.

Summary of estimated annual quantities detailed above:

Unleaded Gasoline	30,600 gallons
Clear Diesel	34,500 gallons
Red Dye Diesel	47,600 gallons
Bio-diesel	10,000 gallons

Deliveries shall be made as follows:

- Environmental Resources (ER): Red dye diesel fuel shall be delivered, and tank topped off, regardless of quantity ordered, **every week**, to maintain, at minimum, 50% fuel in tank at all times.
- Oxnard Fire Stations: Fuel shall be delivered, and tanks topped off, regardless of quantity ordered, **every other week**, to maintain, at minimum, 50% fuel in all tanks at all times.
- River Ridge Golf Course: Fuel shall be delivered, and tanks topped off, **twice a week**.
- Wastewater Treatment Plant: Fuel shall be delivered, and tanks topped off, **twice a year**.

Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Vendor to supply pumps, hoses, or whatever is needed to appropriately pump the fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Vendor, including product in spill containers.

MACVALLEY OIL COMPANY BIDS, WITH TAXES AND FEES
141. Amounts Are Per Gallon Unless Otherwise Indicated

Packet Pg. 338

EXHIBIT C
LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**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. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2017**

- o Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Vendor 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.
- c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT INS-C
INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITH 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 \$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 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. 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-C. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

3. 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-C 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 sample accord form.

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; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
CERTIFICATE HOLDER
CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

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

COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance

Name: _____

Address:

Telephone: () _____

\$ _____ per accident, for bodily injury and property damage.

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No.

P.O. Box 100085 - OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () Date Signed _____



BLANKET ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
005640**

DATE: 6/14/2018

VENDOR PHONE: (805)485-7246

VENDOR FAX: () -

VENDOR #: 3025

VENDOR ADDRESS: MAC VALLEY OIL COMPANY
100 N DEL NORTE BLVD.
OXNARD, CA 93030

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/31/2016		0000002417	10/15/2015	WANDA 485-6900	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER 3
FUEL DELIVERY TO VARIOUS CITY SITES JAN-DEC 2016
Effective date: 10/15/2015
Expiration date: 12/31/2018
Not to exceed: 1,554,000.00

FUEL DELIVERY TO VARIOUS CITY SITES JAN-DEC 2016 NOT
TO EXCEED \$514,000
EXP 12/31/16, CITY COUNCIL APPROVED 12/8/15

CITY COUNCIL APPROVED 10/25/16 TO EXTEND PO 5640 NEW
NOT TO EXCEED \$1,354,000, NEW EXPIRATION DATE 6/30/18

TOTAL PURCHASE AMOUNT

\$0.00

**In order to receive payment, email all invoices to:
invoices@oxnard.org**

**In the subject line, reference the Purchase
Order number above.**

See to the attached terms and conditions of the City of Oxnard

Page 1 of 4

BLANKET ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
005640**

DATE: 6/14/2018

VENDOR PHONE: (805)485-7246

VENDOR FAX: () -

VENDOR #: 3025

VENDOR ADDRESS: MAC VALLEY OIL COMPANY
 100 N DEL NORTE BLVD.
 OXNARD, CA 93030

SHIP TO: FLEET SERVICES
 1060 PACIFIC AVE, BLDG 1
 OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/31/2016		0000002417	10/15/2015	WANDA 485-6900	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

BLANKET ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
005640**

DATE: 6/14/2018

VENDOR PHONE: (805)485-7246

VENDOR FAX: () -

VENDOR #: 3025

VENDOR ADDRESS: MAC VALLEY OIL COMPANY
 100 N DEL NORTE BLVD.
 OXNARD, CA 93030

SHIP TO: FLEET SERVICES
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Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/31/2016		0000002417	10/15/2015	WANDA 485-6900	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 10

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Federal, State and Regional Grants and Matching Funds for Six (6) Capital Improvement Projects

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council:

1. Adopt a resolution ratifying the submittal of grant applications for: \$3,260,000 in Ventura County Transportation Commission (VCTC)/California Department of Transportation (Caltrans) grant funds, to be used for the Rice Avenue Fifth Street grade separation; \$1,523,000 in Federal Railroad Administration (FRA) grant funds, to be used for the Rice Avenue Fifth Street grade separation; \$5,000,000 in Public Utilities Commission (PUC) grant funds, to be used for the Rice Avenue Fifth Street grade separation; \$68,606,000 in California Transportation Commission (CTC) grant funds, to be used for the Rice Avenue Fifth Street grade separation; \$434,000 in VCTC/Caltrans grant funds, to be used for the Rose Avenue sidewalk project; \$914,000 in VCTC/Caltrans grant funds, to be used for the Ventura Boulevard sidewalk project; and \$1,445,100 in Caltrans grant funds, to be used for the citywide signal modification project; and
2. Appropriate local matching funds in the amount of \$193,537 for six capital improvement projects—the Rice Avenue at Fifth Street grade separation, the Rose Avenue sidewalk, the Ventura Boulevard sidewalk, citywide signal modification, Oxnard Transit Center maintenance, and bicycle and pedestrian improvements and maintenance—as described in the attached budget appropriation.

Federal State Grants/Matching Funds for Six Capital Improvement Projects

June 26, 2018

Page 2

BACKGROUND

Six capital improvement projects have been awarded federal, state or regional funds from the California Department of Transportation (Caltrans), Federal Railroad Administration (FRA), Public Utilities Commission (PUC), California Transportation Commission (CTC), and Ventura County Transportation Commission (VCTC) for preliminary engineering; plans, specifications, and estimates (PS&E); right-of-way (ROW); and construction phases.

DISCUSSION

Staff requests the Council take two steps: ratify approval of grant applications to various funding agencies for four City projects; and appropriate local matching funds for grants requiring a local match to six City projects.

Grant Application Submittal Ratification by the City Council

City staff have been unable to locate prior Council resolutions authorizing the City manager to submit grant applications for the four projects listed below. Thus, this report attaches a resolution ratifying the submittal of the following grant applications:

1) Rice Avenue at Fifth Street grade separation grant applications include:

- 2012 VCTC Call for Projects - Regional Surface Transportation Program (RSTP)
Federal funds: \$1,760,000
Match \$240,000;
- 2015 FRA Railroad Safety Grants for the Safe Transportation of Energy Products by Rail Program (STEP)
Federal funds \$1,523,000
Match \$495,530;
- 2016 PUC Grade Separation
State funds \$5,000,000
No match
- 2017 VCTC recommended additional funding adding to the 2012 RSTP grant
Federal funds \$1,500,000
Match \$194,341;
- 2018 CTC Trade Corridor Enhancement Program (TCEP)
State funds requested by Caltrans with the City as lead agency: \$68,606,000
No match

2) Rose Avenue sidewalk grant application:

- 2012 VCTC Call for Projects Congestion Mitigation and Air Quality (CMAQ)
Federal funds: \$434,000
Match \$69,005

3) Ventura Boulevard sidewalk grant application:

Federal State Grants/Matching Funds for Six Capital Improvement Projects

June 26, 2018

Page 3

- 2012 VCTC Call for Projects CMAQ
Federal funds: \$914,000
Match \$127,137

4) Citywide signal modification grant application:

- 2016 Caltrans Highway Safety Improvement Program (HSIP) Cycle 8
Federal funds: \$1,445,100
Match \$16,700

Appropriation of Local Matching Funds

In addition to ratifying the submittal of the previous grant applications, the projects below require the City Council to appropriate local match funding. Prior requests are shown for background.

- 1) Rice Avenue at Fifth Street grade separation (Project No. 133101)** - Construction of a 6-lane, 420-foot long bridge spanning Fifth Street and the Union Pacific Railroad right-of-way to eliminate the existing railroad grade crossing. Previously, the City Manager received \$1,760,000 from the RSTP grant (City Council approved grant revenue recognition and appropriation on 12/17/13), and the City Council appropriated a \$240,000 local match, along with \$1,415,201 of local funds, for the preliminary engineering phase.

The City will receive an RSTP federal grant in the amount of \$1,500,000, and this request would be for City Council to appropriate \$204,545 local match, for a total of \$1,704,545 for the preliminary engineering, and PS&E phases. However, since the project has \$1,022,367 in available funds, the local match funding has already been appropriated. No additional action is required.

- 2) Rose Avenue sidewalk (Project No. 133105)** – Installation of a six-foot wide sidewalk, curb, gutter, and curb ramps along the westerly side of Rose Avenue from Auto Center Drive to East Collins Street. The project will improve pedestrian connectivity to the transit stop on Rose Avenue, north of Auto Center Drive. On September 26, 2017, the City Council approved grant revenue recognition and appropriation of \$33,000 from the CMAQ grant.

In anticipation of CMAQ federal grant award to the City for construction in the amount of \$401,000, staff requests that the Council appropriate \$64,730 for the local match, which is a total allocation of \$465,730.

- 3) Ventura Boulevard sidewalk (Project No. 133107)** – Installation of a new sidewalk on the north side of Ventura Boulevard between Vineyard Avenue and Rose Avenue. On September 26, 2017, the City Council approved grant revenue recognition and appropriation of \$67,000 from the CMAQ grant.

In anticipation of CMAQ federal grant award to the City for construction in the amount of

Federal State Grants/Matching Funds for Six Capital Improvement Projects

June 26, 2018

Page 4

\$847,000, staff requests that the Council appropriate \$118,457 for the local match, which is a total allocation of \$965,457.

- 4) **Citywide signal modification (Project No. 183114)** – This project will upgrade existing traffic signals at seven intersections. This is the first request for funding on the project. The City will receive an HSIP federal grant for preliminary engineering in the amount of \$93,150, and staff requests that the Council appropriate \$10,350 for the local match, for a total allocation of \$103,500.
- 5) **Oxnard Transit Center maintenance (Project No. 183115)** – This project will provide for maintenance and upgrades at the Oxnard Transit Center including landscaping, exterior lighting upgrades, security camera and fiber connections, restroom remodel, interior upgrades, American with Disabilities (ADA) upgrades, and upgrades to the Old Oxnard Train Depot. The City will receive VCTC regional Transportation Demand Act (TDA) Article 8.c funds in the amount of \$1,965,000; there is no local match requirement.
- 6) **Bicycle and pedestrian improvements and maintenance (Project 103103)** – This project will provide for maintenance of Class I Bicycle Paths throughout the City. The City will receive VCTC regional TDA Article 3 annual appropriation for program years 2015-2016 and 2016-2017 in the amount of \$10,489.75; there is no local match requirement. The City Council approved prior appropriations of TDA Article 3 funding on July 28, 2009 and March 24, 2015 in the total amount of \$39,715.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Approval of this action would allocate \$2,841,150 in federal grant funding and \$1,975,490 in

Federal State Grants/Matching Funds for Six Capital Improvement Projects

June 26, 2018

Page 5

regional grant funding, and appropriate \$193,537 in local match funding, for a total of \$5,010,177 to projects for preliminary engineering; PS&E, and construction phases as shown in the breakout provided:

Project	Federal Grant Fund 275	TDA Grant Fund 212	TDA Grant Fund 214	Match- Air Pollution Buy-Down 118	Match- Circulation Improvement Fee 354	Project Totals
133101 Rice Ave	\$1,500,000					\$1,500,000
133105 Rose Ave	\$401,000			\$64,730		\$465,730
133107 Ventura Blvd.	\$847,000			\$118,457		\$965,457
183114 City Signals	\$93,150				\$10,350	\$103,500
183115 OTC		\$1,965,000				\$1,965,000
103103 Bike & Ped			\$10,490			\$10,490
Fund Totals	\$2,841,150	\$1,965,000	\$10,490	\$183,187	\$10,350	\$5,010,177

The total local match from Fund 118 Air Pollution Buy-Down is \$183,187, from an estimated, unaudited fund balance of \$1.9 million at FY18 year-end. The total local match from Fund 354 Circulation System Improvement Fees is \$10,350, from an estimated, unaudited fund balance of \$4.1 million at FY18 year-end.

ATTACHMENTS:

Attachment A - Resolution

Attachment B: Budget Appropriation

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
RATIFYING SUBMITTAL OF GRANT APPLICATIONS

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council ratify the submittal of applications to the Ventura County Transportation Commission (VCTC) for funds to be administered by the California Department of Transportation (Caltrans) for \$3,260,000 in Regional Surface Transportation Program grant funds; the Federal Railroad Administration (FRA) for \$1,523,000 in Railroad Safety Grants for the Safe Transportation of Energy Products by Rail Program; the Public Utilities Commission (PUC) in \$5,000,000 for the Grade Separation Program; and the California Transportation Commission (CTC) in \$68,606,000 for the Trade Corridor Enhancement Program (TCEP), all of which grants are to be used for the Rice Avenue Fifth Street grade separation; and

WHEREAS, the Public Works Department has requested that City Council ratify the submittal of an application to the VCTC for funds to be administered by Caltrans for \$434,000 in Congestion Mitigation Air Quality grant funds, to be used for the Rose Avenue sidewalk project; and

WHEREAS, the Public Works Department has requested that City Council ratify the submittal of an application to the VCTC for funds to be administered by Caltrans for \$914,000 in Congestion Mitigation Air Quality grant funds, to be used for the Ventura Boulevard sidewalk project; and

WHEREAS, the Public Works Department has requested that City Council ratify the submittal of an application to Caltrans for \$1,445,100 in Highway Safety Improvement Program grant funds, to be used for the citywide signal modification project; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to ratify the submittal of the aforementioned grant applications by the City Manager for the aforementioned purposes. The City Council further resolves that, for all of these grants, the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ____ day of _____, 2018, by the following
vote:

AYES:

NOES:

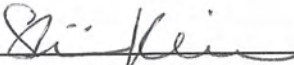
ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk



Stephen M. Fischer, City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Rosemarie Gaglione

Date: June 26, 2018
Phone: x5412 (Ashley)

Reason for Appropriation:

Appropriate grant revenue and local matching funds for six various transportation capital improvement projects. Grant funds awarded by California Department of Transportation and the Ventura County Transportation Commission for preliminary engineering and construction phases.

Accounts and Descriptions**AMOUNT**

Fund: Air Pollution Buydown Fee (118)

Expenditures/Transfers Out**Rose Avenue Sidewalk (Project 133105)**

118-3125-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	12,950
118-3125-826.86-04	CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	51,780

Ventura Blvd Sidewalk (Project 133107)

118-3125-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	23,690
118-3125-826.86-04	CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	94,767

Sub-total Expenditures	183,187
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Net Change to Fund Balance	(183,187)
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Fund: TDA - Transportation Development Act, Article 8, 99400c (213)

Revenues/Transfers In

213-3111-532.72-56	STATE / LOCAL SOURCES / TRANSPORT. TAX TDA/LTF8C	1,965,000
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Sub-total Revenues	1,965,000
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Expenditures/Transfers Out**Oxnard Transit Center Maintenance (Project 183115)**

213-3125-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	393,000
213-3125-826.86-04	CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	1,572,000

Sub-total Expenditures	1,965,000
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Net Change to Fund Balance	0
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Fund: TDA - Transportation Development Act, Article 3, 99234 (214)

Revenues/Transfers In

214-3111-532.72-51	STATE / LOCAL SOURCES / TRANSPORT. TAX TDA/LTF3	10,490
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Sub-total Revenues	10,490
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Expenditures/Transfers Out**Bike Path - Various Locations (Project 103103)**

214-3167-803.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	10,490
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Sub-total Expenditures	10,490
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Net Change to Fund Balance	0
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BA# (Finance Use Only) _____

BA DOC.# (Finance) _____

Rev# _____

REQUIRES CITY COUNCIL AUTHORIZATION

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Fund: Federal Transportation Multi-Year Grants (275)**Revenues/Transfers In**

275-3125-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	2,841,150
Sub-total Revenues		2,841,150

Expenditures/Transfers Out**Rice Avenue at 5th St Grade (Project 133101)**

275-3109-826.82-09	SVCS-OTHER PROF/CONTRACT	1,500,000
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Rose Avenue Sidewalk (Project 133105)

275-3125-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	12,150
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275-3125-826.86-04	CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	388,850
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Ventura Blvd Sidewalk (Project 133107)

275-3125-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	69,025
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275-3125-826.86-04	CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	777,975
--------------------	--	---------

Citywide Signal Modification (Project 183114)

275-3125-826.82-09	SVCS-OTHER PROF/CONTRACT	93,150
--------------------	--------------------------	--------

Sub-total Expenditures	2,841,150
------------------------	-----------

Net Change to Fund Balance	0
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Fund: Circulation System Improvement Fees (354)**Expenditures/Transfers Out****Citywide Signal Modification (Project 183114)**

354-3125-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	10,350
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Sub-total Expenditures	10,350
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Net Change to Fund Balance	(10,350)
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Net Appropriation Change	5,010,177
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only) _____

BA DOC.# (Finance) _____

Rev _____

REQUIRES CITY COUNCIL AUTHORIZATION

Packet Pg. 360

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: June 26, 2018

TO: Housing Authority

THROUGH: Scott Whitney
Interim City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2019. (5/5/5)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, (805) 385-8094

RECOMMENDATION:

That the Board of Commissioners of the Housing Authority of the City of Oxnard (1) adopt a resolution approving and adopting the recommended \$20,739,184 operating budget for the Section 8 Housing Choice Voucher Program (“Section 8”) for fiscal year 2019 and (2) approve and authorize the use of \$277,256 of unrestricted cash/investments to fund the projected deficit.

BACKGROUND

This recommended budget pertains exclusively to the 1,825 Housing Choice Vouchers administered by the City of Oxnard Housing Authority (“OHA”). The recommended operating budget of \$20,739,184 is comprised of two parts, the housing assistance payments (“HAP”) paid to property owners to subsidize rent and the administrative fees used to operate the administration of the Section 8 program. The HAP portion of the program is anticipated to be approximately \$18,388,307 for rental subsidies passed directly through the OHA from the Department of Housing and Urban Development (“HUD”) to the private landlords in the community. The administrative operations are estimated to be \$2,350,877, which will result in a deficit of \$277,256.

The process of developing the budget is always difficult for several reasons. Congress and HUD

Section 8 Program Budget for Fiscal Year 2018 (5/5/5)

June 26, 2018

Page 2

allocate funding based upon a calendar year, as opposed to the Housing Authority fiscal year. Since the Congressional appropriations process for calendar year 2019 is unknown at this time, and 2018 funding levels are still not finalized, we have estimated revenues for the entire fiscal year for budget purposes. Funding in 2018 continues to be at reduced levels. HAP funding has been prorated to 98-99% and administrative funding prorated to 76% of what the OHA is eligible to receive.

The administration of the program will continue to prove difficult during the year with the diminishing resources available to run the program. Staff has been diligent over the years; however, with increasing staffing expenses and operational costs, a deficit position remains.

The proposed administrative budget results in a deficit of \$277,256 and the HAP budget shows a breakeven position.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

FINANCIAL IMPACT

As of April 30, 2018, the OHA's Section 8 Program's Unrestricted Cash and Investments are \$1,060,785 or 45% of annual administrative operating costs. It is anticipated that the OHA will require the use of approximately \$277,256 of these funds in fiscal year 2019. This will leave a balance of \$783,529 in the Unrestricted Cash and Investments funds. This amount represents 33% of the Section 8 Program annual operating administrative costs. While HUD has no requirement for a specific reserve fund, staff estimates that a minimum of 20% of annual operating costs is an appropriate reserve level.

ATTACHMENTS:

Attachment A: Section 8 FY 2019 Budget Resolution

Section 8 Program Budget for Fiscal Year 2018 (5/5/5)

June 26, 2018

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Attachment B: FY19_S8 Budget Proposed

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE
CITY OF OXNARD APPROVING AND ADOPTING THE
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
OPERATING BUDGET FOR FISCAL YEAR 2019

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared a Section 8 Housing Choice Voucher Program Operating Budget of \$20,739,184 for the fiscal year 2019; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2019 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of his/her time.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard hereby resolves:

1. That the Section 8 Housing Choice Voucher Program Operating Budget (Operating Budget) for the fiscal year 2019 totaling \$20,739,184 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budget is serving in a variety of positions which will exceed 100% allocation of his/her time.

APPROVED AND ADOPTED this 26th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairman

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, Secretary Designate

Stephen M. Fischer, General Counsel

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2019 BUDGET**

	Administrative Budget	Housing Asst Payment Budget	Total Budget
INCOME			
GRANT INCOME			
HAP Income		18,374,520	18,374,520
Admin Fee Income	1,717,946		1,717,946
Port-In Adm Fee	19,691		19,691
Port-In HAP	313,197		313,197
TOTAL GRANT INCOME	2,050,834	18,374,520	20,425,354
OTHER INCOME			
Investment Income - Unrestricted	9,000		9,000
Fraud Recovery-Adm Fee	13,787		13,787
Fraud Recovery-HAP		13,787	13,787
TOTAL OTHER INCOME	22,787	13,787	36,574
TOTAL INCOME	2,073,621	18,388,307	20,461,928
EXPENSES			
ADMINISTRATIVE			
Administrative Salaries			
Administrative Salaries	1,021,629		1,021,629
Employee Benefit Contribution-Admin	613,120		613,120
Total Administrative Salaries	1,634,749		1,634,749
Other Admin Expenses			
General Legal	1,640		1,640
Staff Training	5,134		5,134
Travel	3,899		3,899
Auditing Fees	31,569		31,569
Port Out Admin Fee Paid	25,722		25,722
Consultants	268		268
Total Other Admin Expenses	68,232		68,232
Miscellaneous Admin Expenses			
Membership and Fees	2,951		2,951
Publications	413		413
Advertising	1,765		1,765
Office Supplies	4,347		4,347
Fuel-Administrative	1,149		1,149
City Overhead	105,149		105,149
Telephone	9,276		9,276
Postage	15,915		15,915
Paper	3,067		3,067
Copiers	6,282		6,282
Printer Supplies/Services	4,002		4,002
Misc Computer Equipment	1,430		1,430

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2019 BUDGET**

		Housing Asst	
	Administrative	Payment	Total
	Budget	Budget	Budget
Internet	2,844		2,844
Software Fees	56,961		56,961
Cell Phones/Pagers	1,869		1,869
Small Office Equipment	1,768		1,768
Bank Fees	2,959		2,959
Other Misc Admin Expenses	1,041		1,041
Storage	9,484		9,484
Total Miscellaneous Admin Expenses	232,672		232,672
TOTAL ADMINISTRATIVE EXPENSES	1,935,653		1,935,653
TENANT SERVICES			
Tenant Services Contract Costs	568		568
TOTAL TENANT SERVICES EXPENSES	568		568
UTILITIES			
Water	610		610
Electricity	12,262		12,262
Gas	820		820
Garbage/Trash Removal	777		777
Sewer	242		242
TOTAL UTILITY EXPENSES	14,711		14,711
MAINTENANCE AND OPERATIONS			
General Maint Expense			
Maintenance Labor-Grounds	3,464		3,464
Employee Benefits Contribution-Maint.	1,458		1,458
Maintenance Uniforms	138		138
Total General Maint Expense	5,060		5,060
Materials			
Supplies-Paint	30		30
Supplies-Appliance	58		58
Supplies-Plumbing	365		365
Supplies-Electrical	274		274
Supplies-Building Repairs	572		572
Supplies-Locks	1,500		1,500
Supplies-Janitorial/Cleaning	1,976		1,976
Supplies-Safety	1,869		1,869
Tools & Equipment	37		37
Total Materials	6,681		6,681
Contract Costs			
Contract-Appliance Repair	37		37
Contract-Building Repairs-Misc FFS	4,653		4,653
Contract-Painting	341		341
Contract-Electrical	737		737
Contract-Pest Control	1,170		1,170

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2019 BUDGET**

		Housing Asst	
	Administrative	Payment	Total
	Budget	Budget	Budget
Contract-Floor Covering	423		423
Contract-Janitorial/Cleaning	7,520		7,520
Contract-Plumbing	4,074		4,074
Contract-HVAC	2,167		2,167
Contract-Vehicle Maintenance	1,901		1,901
Contract-Equipment Repair	207		207
Contract-Alarm Monitoring	919		919
Contract-Tree Trimming	217		217
Contract-Inspections	23,040		23,040
Total Contract Costs	47,406		47,406
TOTAL MAINTENANCE EXPENSE	59,147		59,147
GENERAL EXPENSES			
WC Insurance	10,068		10,068
Auto Insurance	1,331		1,331
Property Insurance	1,197		1,197
General Liability Insurance	7,915		7,915
Fidelity	128		128
City-Umbrella Policy	0		0
Broker Fees	1,337		1,337
Cyber Liability Insurance	5,625		5,625
Port-In HAP Expense	313,197		313,197
TOTAL GENERAL EXPENSES	340,798		340,798
Asset Purchases	0		0
HOUSING ASSISTANCE PAYMENTS			
Housing Assistance Payments		17,792,233	17,792,233
Tenant Utility Payments		28,244	28,244
Portable Out HAP Payments		487,963	487,963
FSS Escrow Payments		79,867	79,867
TOTAL HOUSING ASSISTANCE PAYMENTS		18,388,307	18,388,307
NON-OPERATING ITEMS			
Gain/Loss on Sale of Fixed Assets			
TOTAL NON-OPERATING ITEMS			
TOTAL EXPENSES	2,350,877	18,388,307	20,739,184
NET INCOME	(277,256)	0	(277,256)

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: June 26, 2018

TO: Housing Authority

THROUGH: Scott Whitney
Interim City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2019. (5/5/5)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, (805) 385-8094

RECOMMENDATION:

That the Board of Commissioners of the Housing Authority of the City of Oxnard (1) adopt a resolution approving and adopting the recommended \$7,291,752 operating budget for the Low Rent Public Housing program (“LRPH”) for fiscal year 2019, as presented for each project area and (2) approve and authorize the use of \$428,224 of unrestricted cash/investments to fund the projected deficit.

BACKGROUND

This recommended budget pertains exclusively to the 664 units of LRPH owned and operated by the City of Oxnard Housing Authority (“OHA”). The recommended operating budget for all projects and management administrative costs is \$7,291,752. Of this amount, \$1,987,360 consists of administrative costs. The U.S. Department of Housing and Urban Development (“HUD”) categorizes administrative costs as the Central Office Cost Center (“COCC”). The operating budgets, if adopted as recommended, would result in a collective deficit of \$388,299. The reason for this is that, even though the administrative costs have a deficit of \$428,224, the combined project sites have a surplus of \$39,925. Subtracting this amount from the administrative deficit amount results in the lower collective deficit figure.

Public Housing Budget for 2018 (5/5/5)

June 26, 2018

Page 2

The public housing program continues to be subject to asset management regulations in fiscal year 2019 and therefore each public housing project, as determined in previous years (i.e. 31-1 Colonia Village, 31-4 Pleasant Valley Village, etc.), is funded and budgeted for independently, as is the COCC.

The Low Rent Public Housing program (“LRPH”) is funded primarily with two sources of income: tenant rental income and operating subsidy from the U.S. Department of Housing and Urban Development (“HUD”). The amount of operating subsidy received is based upon a HUD determined formula, which considers the estimated costs to run each Public Housing development and reduces that by the amount of tenant rental income received by each development. So, as tenant rental income goes up, operating subsidy decreases and vice versa. An additional consideration in estimating the amount of operating subsidy each development may receive is based on the level of funding appropriated by Congress each year for the overall program. Operating subsidy for each year is appropriated on a calendar year basis. HUD subsidy for 2018 is estimated to be prorated at 93.28% of eligibility. The proration is higher due to a decrease in formula eligibility. Subsidy for 2019 is unknown as no federal budget has been adopted, so for purposes of the budgets, the proration of funding is estimated to be 93% with the exception of 31-1 which is estimated at 84% based on the projected demolition of all remaining units. We are projecting a minor decrease in operating subsidies, and a decrease in tenant rent of \$481,000. Staff continues to work extremely hard to maximize tenant rent through rent ranging and placing tenants in properly sized units.

The COCC operates on HUD determined fee revenue generated from the projects including a management fee, a bookkeeping fee, and an asset management fee. Also included in the fee revenue to the COCC is a concept termed “fee-for-service” which is guided by HUD regulation. Under this arrangement, for certain specialized services where providing dedicated staff to each project is not practical, a centralized service is available to the projects, charged only as they are used (i.e. higher level carpentry, electrical, plumbing, etc.). Since these fees are classified as expenses to the projects and income to the COCC, on audited financial statements the income and expense for these items would be zeroed out so as not to be double counted. On this budget document, however, they are shown both places to clearly present the entire budget for each project and the COCC.

On the expense side, the majority of line items have decreased from prior year’s budget, adjusted to bring the budget closer to anticipated actual expenses and based upon actual experience over the past three years. Expenses have decreased due to lower expected expenses for Colonia Village. Staff will continue to closely monitor the budgets of all project areas and the COCC to try to achieve additional cost savings.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and

vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

FINANCIAL IMPACT

As of April 30, 2018, the Authority's COCC Unrestricted Cash and Investments are approximately \$1,456,000 or 73% of annual administrative operating costs. In project areas that are expected to result in a deficit position, residual receipts from other project areas can be transferred to cover those losses at year-end. However, residual receipts from project areas cannot be used to fund administrative COCC deficits. Therefore, it is anticipated that the Housing Authority will require the use of approximately \$428,224 in COCC cash reserves in fiscal year 2019. This will leave a balance of \$1,027,776 in the Unrestricted Cash and Investments funds. This amount represents 52% of the Public Housing Program annual operating administrative costs. While HUD has no requirement for a specific reserve fund, staff estimates that a minimum of 20% of annual operating costs is an appropriate reserve level.

ATTACHMENTS:

Attachment A: LRPH FY 19 Budget Resolution

Attachment B: LRPH Proposed Budget

Attachment C: 52574

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE
CITY OF OXNARD APPROVING AND ADOPTING THE LOW
RENT PUBLIC HOUSING PROGRAM OPERATING BUDGET
FOR FISCAL YEAR 2019

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared the Low Rent Public Housing Program Operating Budgets now totaling \$7,291,752 for the fiscal year 2019; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2019 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted rental charges and expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of his/her time.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard hereby resolves:

1. That the Low Rent Public Housing Program Operating Budgets (Operating Budgets) for the fiscal year 2019 totaling \$7,291,752 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budgets is serving in a variety of positions which will exceed 100% allocation of his/her time.

APPROVED AND ADOPTED this 26th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairman

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, Secretary Designate

Stephen M. Fischer, General Counsel

Oxnard Housing Authority
Low Rent Public Housing
PROPOSED BUDGET 2018-2019

		311	312	313	314	315	317	318	cocc	Total
		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
2999-99-999	Revenue & Expenses									
3000-00-000	INCOME									
3100-00-000	TENANT INCOME									
3101-00-000	Rental Income									
3111-00-000	Tenant Rent	549,167.00	918,800.00	703,000.00	776,800.00	171,000.00	980,821.00	401,000.00	0.00	4,500,588.00
3119-00-000	Total Rental Income	549,167.00	918,800.00	703,000.00	776,800.00	171,000.00	980,821.00	401,000.00	0.00	4,500,588.00
3120-00-000	Other Tenant Income									
3120-01-000	Laundry and Vending	0.00	0.00	0.00	0.00	2,412.00	0.00	6,605.00	0.00	9,017.00
3120-02-000	Maintenance Charge	0.00	4,442.00	2,162.00	3,518.00	1,832.00	8,120.00	3,677.00	0.00	23,751.00
3120-04-000	Late Charges	0.00	192.00	125.00	367.00	58.00	241.00	92.00	0.00	1,075.00
3120-06-000	NSF Charges	0.00	28.00	28.00	82.00	0.00	40.00	28.00	0.00	206.00
3120-08-000	Cable Charges	7,318.00	11,560.00	8,092.00	11,560.00	5,780.00	11,559.00	11,560.00	0.00	67,429.00
3129-00-000	Total Other Tenant Income	7,318.00	16,222.00	10,407.00	15,527.00	10,082.00	19,960.00	21,962.00	0.00	101,478.00
3199-00-000	NET TENANT INCOME	556,485.00	935,022.00	713,407.00	792,327.00	181,082.00	1,000,781.00	422,962.00	0.00	4,602,066.00
3400-00-000	GRANT INCOME									
3401-00-000	HUD PHA Operating Grants/Subsidy	150,304.00	50,148.00	1,142.00	87,024.00	120,315.00	1,630.00	188,151.00	0.00	598,714.00
3499-00-000	TOTAL GRANT INCOME	150,304.00	50,148.00	1,142.00	87,024.00	120,315.00	1,630.00	188,151.00	0.00	598,714.00
3600-00-000	OTHER INCOME									
3610-00-000	Investment Income-Unrestricted	21,325.00	14,180.00	12,975.00	13,710.00	3,690.00	10,466.00	6,674.00	8,543.00	91,563.00
3620-00-000	Management Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	725,477.00	725,477.00
3621-00-000	Asset Mgmt Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,040.00	71,040.00
3622-00-000	Bookkeeping Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,208.00	52,208.00
3623-00-000	Fee for Service Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	615,309.00	615,309.00
3624-00-000	IT Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,698.00	12,698.00
3625-00-000	FFS income - outside party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,468.00	28,468.00
3626-00-000	IT Fees - outside party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,267.00	1,267.00
3640-00-000	Fraud Recovery-Adm Fee	2,880.00	1,008.00	0.00	1,054.00	0.00	0.00	0.00	0.00	4,942.00
3650-00-000	Non-Dwelling Rental Income	0.00	0.00	0.00	55,575.00	0.00	0.00	0.00	44,089.00	99,664.00
3670-00-000	Misc Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.00	37.00
3699-00-000	TOTAL OTHER INCOME	24,205.00	15,188.00	12,975.00	70,339.00	3,690.00	10,466.00	6,674.00	1,559,136.00	1,702,673.00
3999-00-000	TOTAL INCOME	730,994.00	1,000,358.00	727,524.00	949,690.00	305,087.00	1,012,877.00	617,787.00	1,559,136.00	6,903,453.00
4000-00-000	EXPENSES									
4100-00-000	ADMINISTRATIVE									

**Oxnard Housing Authority
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	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4100-99-000 Administrative Salaries									
4110-00-000 Administrative Salaries	73,022.00	101,419.00	70,993.00	104,125.00	47,405.00	114,637.00	117,554.00	746,141.00	1,375,296.00
4110-01-000 Administrative Temp Help	12,480.00	17,056.00	12,064.00	20,800.00	0.00	20,800.00	0.00	0.00	83,200.00
4110-04-000 Employee Benefit Contribution-Admin	42,843.00	63,124.00	41,664.00	67,407.00	31,248.00	73,708.00	77,534.00	423,508.00	821,036.00
4110-99-000 Total Administrative Salaries	128,345.00	181,599.00	124,721.00	192,332.00	78,653.00	209,145.00	195,088.00	1,169,649.00	2,279,532.00
4130-00-000 Legal Expense									
4130-01-000 Court Costs	0.00	1,593.00	0.00	53.00	1,057.00	0.00	42.00	0.00	2,745.00
4130-03-000 Tenant Screening	0.00	99.00	70.00	99.00	50.00	100.00	99.00	0.00	517.00
4130-04-000 General Legal Expense	275.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	275.00
4131-00-000 Total Legal Expense	275.00	1,692.00	70.00	152.00	1,107.00	100.00	141.00	0.00	3,537.00
4139-00-000 Other Admin Expenses									
4140-00-000 Staff Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,037.00	4,037.00
4150-00-000 Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,410.00	2,410.00
4171-00-000 Auditing Fees	2,945.00	2,017.00	1,412.00	2,017.00	1,009.00	2,016.00	2,017.00	1,681.00	15,114.00
4173-01-000 Management Fee	108,968.00	98,878.00	69,215.00	98,878.00	49,439.00	98,878.00	98,878.00	0.00	623,134.00
4173-02-000 Asset Management Fees	8,640.00	12,000.00	8,400.00	12,000.00	6,000.00	12,000.00	12,000.00	0.00	71,040.00
4173-03-000 Bookkeeping Fees	6,345.00	8,820.00	6,174.00	8,820.00	4,410.00	8,819.00	8,820.00	0.00	52,208.00
4182-00-000 Consultants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	271.00	271.00
4189-00-000 Total Other Admin Expenses	126,898.00	121,715.00	85,201.00	121,715.00	60,858.00	121,713.00	121,715.00	8,399.00	768,214.00
4190-00-000 Miscellaneous Admin Expenses									
4190-01-000 Membership and Fees	133.00	92.00	65.00	92.00	46.00	91.00	92.00	1,603.00	2,214.00
4190-02-000 Publications	76.00	68.00	47.00	68.00	34.00	68.00	68.00	272.00	701.00
4190-03-000 Advertising	51.00	279.00	195.00	279.00	139.00	278.00	279.00	0.00	1,500.00
4190-04-000 Office Supplies	318.00	432.00	298.00	364.00	207.00	392.00	447.00	1,703.00	4,161.00
4190-05-000 Fuel-Administrative	195.00	133.00	125.00	235.00	134.00	353.00	213.00	1,538.00	2,926.00
4190-06-000 City Overhead	11,496.00	17,613.00	11,468.00	19,526.00	7,605.00	19,346.00	17,819.00	100,435.00	205,308.00
4190-07-000 Telephone	2,845.00	1,520.00	1,142.00	2,478.00	3,579.00	2,430.00	4,569.00	9,990.00	28,553.00
4190-08-000 Postage	1,077.00	1,187.00	757.00	1,007.00	186.00	971.00	366.00	2,592.00	8,143.00
4190-09-000 Paper	227.00	243.00	170.00	251.00	53.00	263.00	104.00	1,027.00	2,338.00
4190-10-000 Copiers	545.00	556.00	0.00	0.00	187.00	0.00	381.00	75.00	1,744.00
4190-11-000 Printer Supplies/Services	458.00	730.00	460.00	492.00	318.00	557.00	643.00	2,336.00	5,994.00
4190-12-000 Misc Computer Equipment	100.00	106.00	74.00	167.00	901.00	174.00	167.00	3,616.00	5,305.00
4190-13-000 Internet	992.00	906.00	634.00	1,256.00	1,584.00	1,248.00	1,584.00	3,188.00	11,392.00
4190-14-000 Software/Maintenance Fees	5,658.00	5,860.00	4,181.00	4,559.00	4,408.00	4,534.00	6,670.00	17,735.00	53,605.00
4190-15-000 Cell Phones/Pagers	373.00	285.00	177.00	431.00	174.00	466.00	279.00	4,387.00	6,572.00
4190-18-000 Small Office Equipment	88.00	283.00	81.00	182.00	172.00	143.00	1,261.00	110.00	2,320.00
4190-20-000 Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,519.00	3,519.00
4190-21-000 Cable Charges	7,318.00	11,560.00	8,092.00	11,560.00	5,780.00	11,559.00	11,560.00	0.00	67,429.00
4190-22-000 Other Misc Admin Expenses	175.00	113.00	81.00	125.00	17.00	125.00	34.00	879.00	1,549.00
4190-23-000 Storage	272.00	121.00	85.00	257.00	46.00	189.00	64.00	511.00	1,545.00

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		311	312	313	314	315	317	318	cocc	Total
		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4190-24-000	Special Events Exp	0.00	4.00	3.00	4.00	2.00	3.00	4.00	0.00	20.00
4191-00-000	Total Miscellaneous Admin Expenses	32,397.00	42,091.00	28,135.00	43,333.00	25,572.00	43,190.00	46,604.00	155,516.00	416,838.00
4199-00-000	TOTAL ADMINISTRATIVE EXPENSES	287,915.00	347,097.00	238,127.00	357,532.00	166,190.00	374,148.00	363,548.00	1,333,564.00	3,468,121.00
4200-00-000	TENANT SERVICES									
4220-00-000	Resident Council	1,199.00	1,665.00	1,166.00	1,318.00	662.00	1,429.00	1,336.00	0.00	8,775.00
4220-01-000	Other Tenant Svcs.-OHA	799.00	1,110.00	777.00	879.00	441.00	952.00	891.00	0.00	5,849.00
4230-00-000	Tenant Services Contract Costs	600.00	706.00	494.00	3,600.00	2,400.00	4,219.00	2,400.00	0.00	13,467.00
4299-00-000	TOTAL TENANT SERVICES EXPENSES	2,598.00	3,481.00	2,437.00	5,797.00	3,503.00	5,648.00	4,627.00	0.00	28,091.00
4300-00-000	UTILITIES									
4310-00-000	Water	66,280.00	50,802.00	49,637.00	61,779.00	11,918.00	73,283.00	23,541.00	1,822.00	339,062.00
4320-00-000	Electricity	10,184.00	9,387.00	5,866.00	17,754.00	32,621.00	19,594.00	53,864.00	18,407.00	167,677.00
4320-01-000	Electricity-Vacant Units	260.00	119.00	82.00	188.00	0.00	372.00	0.00	0.00	1,021.00
4330-00-000	Gas	212.00	134.00	94.00	1,302.00	10,281.00	615.00	21,912.00	593.00	35,143.00
4330-01-000	Gas-Vacant Units	1,131.00	162.00	66.00	143.00	0.00	369.00	0.00	0.00	1,871.00
4340-00-000	Garbage/Trash Removal	42,262.00	36,861.00	45,438.00	49,183.00	5,703.00	54,627.00	11,740.00	2,407.00	248,221.00
4340-01-000	Dump Expense	654.00	892.00	980.00	1,057.00	78.00	1,308.00	388.00	0.00	5,357.00
4390-00-000	Sewer	58,436.00	43,552.00	34,462.00	41,646.00	10,509.00	43,659.00	21,175.00	704.00	254,143.00
4399-00-000	TOTAL UTILITY EXPENSES	179,419.00	141,909.00	136,625.00	173,052.00	71,110.00	193,827.00	132,620.00	23,933.00	1,052,495.00
4400-00-000	MAINTENANCE AND OPERATIONS									
4400-99-000	General Maint Expense									
4410-00-000	Maintenance Salaries	24,428.00	33,927.00	23,749.00	33,927.00	16,964.00	33,928.00	33,927.00	213,668.00	414,518.00
4410-01-000	Maintenance Labor-Grounds	14,243.00	9,766.00	16,684.00	51,662.00	9,524.00	39,395.00	21,645.00	16,017.00	178,936.00
4410-02-000	Maint-On Call Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,028.00	7,028.00
4410-03-000	Maintenance - Temporary Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47,112.00	47,112.00
4410-04-000	Maintenance OT	489.00	297.00	186.00	0.00	12.00	522.00	125.00	43,753.00	45,384.00
4410-05-000	Grounds - OT	3,130.00	3,276.00	4,148.00	8,179.00	1,512.00	13,326.00	5,581.00	1,587.00	40,739.00
4410-06-000	Employee Benefits Contribution-Maint.	21,442.00	24,273.00	21,599.00	51,930.00	14,310.00	39,616.00	29,788.00	130,912.00	333,870.00
4411-00-000	Maintenance Uniforms	300.00	200.00	220.00	400.00	170.00	400.00	250.00	2,236.00	4,176.00
4413-00-000	Vehicle Gas, Oil, Grease	2,367.00	1,516.00	1,372.00	2,252.00	519.00	2,659.00	1,099.00	8,435.00	20,219.00
4419-00-000	Total General Maint Expense	66,399.00	73,255.00	67,958.00	148,350.00	43,011.00	129,846.00	92,415.00	470,748.00	1,091,982.00
4420-00-000	Materials									
4420-01-000	Supplies-Paint	2,925.00	2,838.00	1,680.00	3,503.00	1,083.00	5,468.00	591.00	384.00	18,472.00
4420-02-000	Supplies-Grounds	433.00	537.00	213.00	1,391.00	444.00	2,066.00	124.00	596.00	5,804.00
4420-03-000	Supplies-Appliance	2,895.00	3,697.00	2,068.00	6,545.00	4,083.00	1,406.00	2,789.00	32.00	23,515.00
4420-04-000	Supplies-Plumbing	4,853.00	6,650.00	7,387.00	10,702.00	2,537.00	7,248.00	4,870.00	235.00	44,482.00
4420-05-000	Supplies-Electrical	2,000.00	3,834.00	3,044.00	7,335.00	2,293.00	2,962.00	6,577.00	318.00	28,363.00
4420-06-000	Supplies-Building Repairs	4,470.00	4,798.00	2,508.00	4,214.00	1,758.00	8,774.00	2,650.00	219.00	29,391.00

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		311	312	313	314	315	317	318	cocc	Total
		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4420-07-000	Supplies-Windows	311.00	946.00	395.00	2,249.00	562.00	1,817.00	502.00	473.00	7,255.00
4420-08-000	Supplies-Locks	640.00	884.00	1,658.00	456.00	563.00	268.00	3,288.00	336.00	8,093.00
4420-09-000	Supplies-Janitorial/Cleaning	2,543.00	1,398.00	767.00	3,271.00	1,478.00	1,417.00	2,519.00	2,643.00	16,036.00
4420-10-000	Supplies-Safety	526.00	594.00	430.00	1,103.00	466.00	779.00	1,130.00	1,752.00	6,780.00
4420-11-000	Tools and Equipment	438.00	629.00	520.00	821.00	271.00	234.00	959.00	3,626.00	7,498.00
4420-12-000	Grounds Tools and Equipment	280.00	167.00	117.00	2,970.00	72.00	720.00	166.00	93.00	4,585.00
4429-00-000	Total Materials	22,314.00	26,972.00	20,787.00	44,560.00	15,610.00	33,159.00	26,165.00	10,707.00	200,274.00
4430-00-000	Contract Costs									
4430-01-000	Contract-Fire Alarm/Extinguisher	1,000.00	1,518.00	697.00	5,241.00	4,090.00	1,056.00	7,891.00	0.00	22,230.00
4430-02-000	Contract-Appliance Repair	1,611.00	2,622.00	1,279.00	1,649.00	1,037.00	1,762.00	2,691.00	0.00	12,675.00
4430-03-000	Contract-Building Repairs-Misc	7,430.00	5,156.00	3,633.00	19,225.00	7,329.00	9,939.00	7,851.00	0.00	64,384.00
4430-04-000	Contract-Unit Turnaround	27,849.00	50,782.00	21,781.00	34,235.00	20,276.00	47,878.00	32,930.00	0.00	235,731.00
4430-05-000	Contract-Painting	4,923.00	4,226.00	3,050.00	8,943.00	1,857.00	46,403.00	18,075.00	0.00	91,418.00
4430-06-000	Contract-Electrical	3,715.00	5,415.00	2,602.00	3,404.00	1,482.00	6,413.00	9,876.00	0.00	33,733.00
4430-07-000	Contract-Pest Control	560.00	1,362.00	26.00	603.00	10,000.00	4,002.00	35,230.00	0.00	51,783.00
4430-08-000	Contract-Floor Covering	0.00	87.00	1,226.00	398.00	0.00	353.00	1,398.00	0.00	5,309.00
4430-09-000	Contract-Grounds	1,260.00	94.00	424.00	7,729.00	0.00	1,796.00	22.00	0.00	11,325.00
4430-10-000	Contract-Janitorial/Cleaning	3,586.00	2,724.00	1,743.00	8,820.00	8,320.00	2,859.00	9,226.00	0.00	60,491.00
4430-11-000	Contract-Plumbing	26,165.00	26,649.00	14,747.00	22,393.00	10,238.00	46,019.00	25,609.00	0.00	173,568.00
4430-12-000	Contract-Window Covering	0.00	0.00	0.00	2.00	1,095.00	0.00	1,527.00	0.00	2,821.00
4430-13-000	Contract-HVAC	979.00	529.00	370.00	1,723.00	3,802.00	450.00	3,647.00	0.00	17,935.00
4430-14-000	Contract-Vehicle Maintenance	1,151.00	859.00	663.00	1,676.00	381.00	1,004.00	727.00	0.00	9,966.00
4430-15-000	Contract-Equipment Rental	0.00	156.00	122.00	242.00	35.00	211.00	75.00	0.00	843.00
4430-16-000	Contract-Equipment Repair	356.00	498.00	342.00	747.00	1,679.00	813.00	1,657.00	0.00	6,135.00
4430-17-000	Contract-Elevator Maintenance	0.00	0.00	0.00	0.00	2,942.00	0.00	13,291.00	0.00	18,441.00
4430-18-000	Contract-Alarm Monitoring	3,388.00	1,887.00	1,321.00	3,085.00	2,724.00	2,074.00	1,934.00	0.00	21,895.00
4430-19-000	Contract-Tree Trimming	1,667.00	1,667.00	608.00	7,015.00	1,500.00	2,333.00	1,133.00	0.00	15,923.00
4430-22-000	Contract-IT Contracts	1,273.00	1,149.00	679.00	1,952.00	3,155.00	1,117.00	3,373.00	0.00	12,698.00
4430-23-000	Contract-Lock Outs	135.00	135.00	34.00	56.00	326.00	177.00	1,215.00	0.00	2,078.00
4430-24-000	Contract-Inspections	1,540.00	1,916.00	1,137.00	2,523.00	775.00	3,731.00	1,296.00	0.00	12,918.00
4430-99-000	Contract Costs-Other	2,212.00	1,536.00	1,075.00	1,536.00	768.00	1,534.00	1,537.00	0.00	10,198.00
4439-00-000	Total Contract Costs	90,800.00	110,967.00	57,559.00	133,197.00	83,811.00	181,924.00	182,211.00	0.00	894,498.00
4499-00-000	TOTAL MAINTENANCE EXPENSE	179,513.00	211,194.00	146,304.00	326,107.00	142,432.00	344,929.00	300,791.00	0.00	2,186,754.00
4500-00-000	GENERAL EXPENSES									
4510-00-000	WC Insurance	6,973.00	8,068.00	7,237.00	14,854.00	4,730.00	12,968.00	10,085.00	72,167.00	137,082.00
4510-10-000	Auto Insurance	2,956.00	2,168.00	1,860.00	3,669.00	1,644.00	3,429.00	3,347.00	15,447.00	34,520.00
4510-11-000	Property Insurance	29,694.00	14,327.00	24,277.00	29,280.00	3,347.00	31,116.00	8,633.00	4,137.00	144,811.00
4510-12-000	General Liability Insurance	6,786.00	4,037.00	2,829.00	4,547.00	1,555.00	4,157.00	3,110.00	756.00	27,777.00
4510-13-000	Fidelity Insurance	338.00	233.00	163.00	233.00	116.00	234.00	233.00	96.00	1,646.00

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4510-15-000	Broker Fees	3,475.00	1,818.00	2,541.00	3,292.00	586.00	3,397.00	1,345.00	1,776.00	18,230.00
4510-16-000	Cyber Liability Insurance	334.00	231.00	162.00	231.00	116.00	231.00	231.00	0.00	1,536.00
4520-00-000	Payments in Lieu of Taxes	10,896.00	9,215.00	7,353.00	11,400.00	3,028.00	7,241.00	27,176.00	0.00	76,309.00
4570-00-000	Bad Debt-Tenant Rents	3,300.00	2,300.00	1,000.00	5,300.00	1,400.00	13,600.00	2,700.00	0.00	29,600.00
4599-00-000	TOTAL GENERAL EXPENSES	64,752.00	42,397.00	47,422.00	72,806.00	16,522.00	76,373.00	56,860.00	94,379.00	471,511.00
4700-00-000	HOUSING ASSISTANCE PAYMENTS									
4715-04-000	PH Tenant URP	0.00	90.00	0.00	72.00	0.00	12.00	0.00	0.00	174.00
4715-06-000	PH FSS Escrow Payments	13,830.00	14,448.00	17,280.00	19,584.00	0.00	19,464.00	0.00	0.00	84,606.00
4799-00-000	TOTAL HOUSING ASSISTANCE PAYMENTS	13,830.00	14,538.00	17,280.00	19,656.00	0.00	19,476.00	0.00	0.00	84,780.00
8000-00-000	TOTAL EXPENSES	728,027.00	760,616.00	588,195.00	954,950.00	399,757.00	1,014,401.00	858,446.00	1,987,360.00	7,291,752.00
9000-00-000	NET INCOME	2,967.00	239,742.00	139,329.00	-5,260.00	-94,670.00	-1,524.00	-240,659.00	-428,224.00	-388,299.00

PHA Board Resolution
Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of the City of Oxnard

PHA Code: CA031

PHA Fiscal Year Beginning: July 1, 2018

Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget approved by Board resolution on: 06/26/2018
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Tim Flynn, Chairperson	Signature:	Date:
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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: June 26, 2018

TO: City Council
Housing Authority

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in dark ink, appearing to read "Scott Whitney".

FROM: Jesus Nava
Assistant City Mgr

A handwritten signature in dark ink, appearing to read "Jesus Nava".

SUBJECT: Adoption of Fiscal Year 2018-19 Operating Budget (5/5/5)

CONTACT: Jesus Nava, Assistant City Mgr
Jesus.Nava@oxnard.org, (805) 385-7497

RECOMMENDATION:

That the City Council:

1. Adopt the following resolutions:
 - a. A Resolution of the City Council of the City of Oxnard Approving the City Operating Budget for the Fiscal Year 2018-19; and
 - b. A Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2018-19; and
 - c. A Resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2018 in accordance with the Operating Budget for the Fiscal Year 2018-19; and
 - d. A Resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules Resolution and Approving the attached Classification and Salary Schedule; and
 - e. A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies.
2. Authorize the City Manager to transfer and make adjustment of inter-fund transfers on June 30, 2018 to eliminate any cash deficits in funds when necessary including: Capital Improvement Funds, Utilities, Impact Fee Funds, Assessment District Funds, Grant Funds, Debt Service Funds, and all other funds that may need such adjustments.

That the Housing Commissioners:

1. Adopt a resolution approving the Housing Authority's Fiscal Year 2018-19 Operating and Capital Budget.

BACKGROUND

On June 5, 2018, the City Council held a budget workshop session. The City Manager presented accomplishments, goals, unfunded needs, and an overview of the services funded in the budget. The Council also published a notice in the paper of record, and held a public hearing on June 19, 2018 to solicit public commentary on the budget.

The total recommended FY2018-19 Budget is \$427,697,920, of which the General Fund is \$134,191,718, Measure O (Half-Cent Sales Tax) is \$17,994,745, Enterprise Funds, in total, are \$163,253,972, Special Revenue/Other Funds (including internal service funds, grants, LMD, CFD, and other funds) are \$84,226,549, and the Housing Authority is \$28,030,936.

The resolutions recommended for approval by the City Council are as follows:

1. Resolution of the City Council Of The City Of Oxnard Approving The City Operating Budget For Fiscal Year 2018-19 (Attachment A)

The proposed budget resolution for Fiscal Year 2018-19 includes appropriations recommended for approval by Council in the amount of \$399,666,984 by funding source.

2. A Resolution Of The City Council Of The City Of Oxnard Establishing An Appropriation Limit For The Fiscal Year 2018-19 (Attachment B).

Government Code Sections 7901 through 7914 require each local jurisdiction to establish the maximum proceeds from taxes that can be appropriated in the budget that year. Based upon the population growth formula and the change in per capita income in California, specified by the Code, the appropriation limit for Oxnard for FY2018-19 is \$346,719,650. The City will be substantially below this limit next fiscal year. The actual proceeds of taxes subject to this limit for Oxnard total \$129,214,073.

3. A Resolution Of The City Council Of The City Of Oxnard Authorizing Full-Time Equivalent Positions In Accordance With The Operating Budget For The Fiscal Year 2018-19 (Attachment C)

The Authorized Position Resolution establishes the number of positions, (full-time equivalents) authorized by Council, in each department.

4. A Resolution Of The City Council Of The City Of Oxnard Authorizing Classification And Salary Schedules Resolutions And Approving The Attached Classification Salary

Schedule (Attachment D)

The City Classification and Salary Schedule establishes the type and kind of City employment classifications and the appropriated salary range for each position.

5. A Resolution Of The City Council Of The City Of Oxnard Establishing Financial Management Policies (Attachment F)

This resolution outlines major policies affecting city budgets and finances. They serve as a policy guideline in the development and implementation of the city budget. The policies were presented to Council on June 5, 2018 with suggested changes. Some changes, such in debt management, bring the policy into legal compliance with the State of California standards. The few other changes were minor in scope. These changes are incorporated into these management policies for Council approval.

6. A Resolution Of The Housing Authority Of The City Of Oxnard Approving The Housing Authority's Operating and Capital Budget For Fiscal Year 2018-19 (Attachment E)

The proposed Housing Authority's budget resolution for Fiscal Year 2018-19 in the amount of \$28,030,936 includes appropriations recommended for approval by the Board of Commissioners of the Housing Authority.

The recommended budget does not include the budget for the Successor Agency to the Community Development Commission, as those amounts are approved by the California Department of Finance (DOF) in the annual amount on the Recognized Obligation Payment Schedule (ROPS). The ROPS 18/19 for the period of July 2018 has been approved by the DOF.

FINANCIAL IMPACT

Approval of the recommendation and resolutions will continue to provide quality services to the community while addressing structural deficits and maintaining financial sustainability for the City.

ATTACHMENTS:

A - City Operating Budget FY2018-19

B - Resolution Establishing Appropriation Limit for FY2018-19

C - Resolution Authorizing Full-Time Equivalent Positions for FY2018-19

Adoption of Fiscal Year 2018-19 Operating Budget and Capital Improvement Projects (5/5/5)

June 26, 2018

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D - Salary and Classification Schedule FY2018-19

E - Resolution Approving Housing Authority Budget FY2018-19

F - Resolution Establishing Financial Management Policies FY18-19

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
CITY OPERATING BUDGET FOR THE FISCAL YEAR 2018-2019

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating Budget for fiscal year 2018-2019 including therein a budget for Community Development Block Grant Funds through June 30, 2019; and

WHEREAS, in accordance with City Code, Section 2-179, a public hearing on these budgets was duly scheduled, advertised and held, and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. The City Council has reviewed the proposed Operating Budget and the funds included therein for the period of July 1, 2018 through June 30, 2019 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2018-2019 of required City operations, services, and capital improvements. Such budgets are hereby adopted as follows:

	FY2018-19 Adopted Budget
Funds	
<u>General Fund Group</u>	
101-GENERAL FUND	134,191,718
103-GENERAL FUND-OPD TRAINING	102,143
104-HALF CENT SALES TAX	17,994,745
105-STREET MAINTENANCE	221,682
114-STORM WATER MANAGEMENT	1,689,621
641-PERFORMING ARTS CNTR FUND	1,981,693
651-GOLF COURSE OPERATING	922,418
General Fund Group	<u>157,104,020</u>
<u>Landscape & Community Facility Maintenance Districts</u>	
121-WATERWAYS ASSESSMENT DIST	518,624
124-LMD #3-RIVER RIDGE	110,226
125-LMD #4-BEACH MAIN COL/HOT	56,483
128-LMD #10-COUNTRY CLUB	24,486
129-LMD #11-ST. TROPAZ	7,998
131-LMD #12-STANDARD PACIFIC	22,540
132-LMD #14-CALIFORNIA COVE	38,542
133-LMD #16-LIGHTHOUSE	23,652
134-LMD #13-FD562-LE VILLAGE	19,993

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143-LMD #23- GREYSTONE	11,486
144-LMD #24- VINEYARDS	20,145
145-LMD #25-THE POINTE	24,021
147-LMD #27- ROSE ISLAND	25,929
148-LMD #28- HARBORSIDE	80,598
151-LMD #30- HAAS AUTOMATION	59,001
152-LMD #31-RANCHO DE LA ROSA	107,458
153-LMD #32-OAK PARK	26,121
154-LMD #33-RIO DEL SOL	38,958
156-LMD. #34-SUNRISE POINTE	90,598
157-LMD #36-VILLA SANTA CRUZ	241,482
158-LMD #37-PACIFIC BREEZE	23,427
159-LMD #38-ALDEA DEL MAR	146,092
160-LMD #39-EL SUENO/PROMESA	195,578
161-LMD #39-D.R. HORTON	77,758
162-LMD #40-CANTADA	100,663
163-LMD #41-PACIFIC COVE	31,266
164-LMD #42-CANTABRIA/CORONAD	227,874
165-LMD #43-GREENBELT(PARCRO)	207,106
170-L/M DIST.-COMBINING FUNDS	880,715
172-LMD ADMINISTRATION	887,647
173-CFD #4-SEABRIDGE MAINT	1,785,682
174-CFD #5-RIVERPARK MAINT	5,527,808
175-CFD #2-WESTPORT MAINT	744,668
176-CFD #6-NORTHSHORE MAINT	3,241
177-WATERWAYS AD ZONE #2	108,488
Landscape & Community Facility Maintenance Districts	12,496,354

Special Revenue Funds

117-CALHOME PROGRAM-STATE GRT	2,804
118-AIR POLLUTION BUYDOWN FEE	8,535
119-PUBLIC SAFETY RETIREMENT	13,253,323
181-STATE GAS TAX	6,423,078
182-TRAFFIC SAFETY FUND	454,192
195-STATE COPS GRANT	16,747
213-TDA/LTF4-TRANS.FND-99400c	613,050
214-TDA/LTF3-BI/PED FND-99234	842
217-STATE TERM GRANTS FUND	156,826
218-GANG VIOLENCE SUPR GRANT	27,924
219-STATE/LOCAL-MY GRANTS	125,438
238-HOMELAND SECURITY GRANT	233,100
243-EMERGENCY SHELTER GRANT	198,141
261-FEDERAL TERM GRANTS FUND	50,156
263-RSVP	157,440
272-21ST CENTURY CLCP-ASESP	3,163,796

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Page 3

285-CDBG ENTITLEMENT	3,207,081
295-HUD HOME	631,854
314-2014 LEASE REVENUE BOND	808
351-PARK FEES-QUIMBY RESERVE	9,748
352-PARK ACQ & DEVELOP FEES	683
353-STORM DRAIN FACILITY FEE	16,644
354-CIRCULATION SYS.IMPR.FEES	305,171
355-CAPITAL GROWTH FEES-RESID	512,555
356-CAP GROWTH FEES-NONRESID	164,602
370-CUPA OPERATING FUND	893,683
371-HOUSING-IN-LIEU FEES	84,000
481-CITY-DOWNTOWN IMPROVEMENT	256,468
547-ART IN PUBLIC PLACE TRUST	14,977
Special Revenue Funds	30,983,666

Assessment District Funds

513-ASSESSMENT DIST. 2000-1	179,767
514-RICE/101 INTER.ASSES.DIST	918,866
520-CFD #3-SEABRIDGE/MANDALAY	1,777,054
537-COMM.FAC.DIST. 2000-3	589,444
538-CFD #1-WESTPORT	636,215
Assessment District Funds	4,101,346

Enterprise Funds

601-WATER OPERATING FUND	56,818,326
603-RESOURCE DEVELOPMENT FEE	18,628
605-WATER CAP. FACILITY FUND	594,372
606-WATER RESOURCE FEE	1,225
608-SECURITY-CONTAM.PREV.FUND	1,640,538
611-W/W COLLECTION OPERATING	36,568,825
613-W/W COLL CONNECTION FEE	100,077
621-W/W TREATMENT OPRNS	22,801,209
623-W/W TREATMENT CONNECT FEE	8,519
631-SOLID WASTE OPERATING	44,542,253
638-ER SEC & CONTAMINATION	160,000
Enterprise Funds	163,253,972

Internal Service Funds

701-PUBL LIAB & PROP DAMAGE	4,993,984
702-WORKERS COMPENSATION FUND	6,653,466
725-CUSTOMER BILLING OPR FUND	1,845,536
731-INFORMATION TECHNOLOGY	4,785,445
735-FACILTIES MAINTENANCE	3,846,990
741-FLEET SERVICES FUND	9,602,205

Resolution No.

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	Internal Service Funds	31,727,626
Total of All Funds		399,666,984
Less: Internal Service Funds		31,727,626
Net Adjusted Appropriations		367,939,358

2. To the extent funds are available, any unused appropriations at the end of fiscal year 2017-2018 in active Capital Improvement Projects and multi-year programs are hereby re-appropriated for continued use in fiscal year 2018-2019.
3. The Council authorizes the City Manager to transfer and make adjustment of interfund transfers at the close of fiscal year 2017-2018, to eliminate cash deficits in funds when necessary including: Utilities Funds, Capital Improvements, Impact Fee Funds, Assessment District Funds, Grants Funds, Debt Service Fund, and all other funds that may need such adjustments.
4. Multi-year capital project or programs funded by Measure O Half-Cent Sales Tax are included in the budget and are hereby re-appropriated to FY18-19. In FY14-15, the Measure O Fund provided a liquidity loan of \$16,000,000 to the General Fund to assure General Fund solvency. The loan is repaid in annual installments of \$1,875,688 over a period of ten years at 3% interest.
5. Any remaining balances in approved grant programs and improvement assessment district projects at the end of fiscal year 2017-2018, except for balances reallocated as part of the budget process, are hereby re-appropriated for continuing use in fiscal year 2018-2019 and all estimated revenues from such approved grants and assessment districts projects for 2017-2018 that are not realized by year end are authorized to be continued.
6. To the extent funds are available, General Fund encumbrances whereby contracts remained active at the close of fiscal year 2017-2018 are carried forward and any corresponding remaining balance of special one-time authorized appropriations are also carried forward with the approval of the City Manager and Chief Financial Officer.
7. All General Fund revenues in excess of expenditures and encumbrances at the close of fiscal year 2017-2018, not otherwise provided for in City Council budget policies or re-appropriated above, are hereby appropriated to the General Fund Operating Reserve on June 30, 2018.
8. Staff is directed to ensure that the final adopted budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2018-2019 shall contain all revisions made by the City Council prior to final budget adoption.
9. The City Manager or designee is authorized to approve any appropriation transfers between departments within a fund. The Department Director is authorized to transfer appropriations between programs, as long as funding is available in the department as a whole (see Financial Policy-Section D 3. and 4.)
10. Adoption of this resolution provides Council the authority to expend any and all funds appropriated for purposes as determined in the budget.

Resolution No.

P a g e 5

PASSED AND ADOPTED on this 26th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2018-2019

WHEREAS, Government Code section 7900 provides for the implementation of Article XIII B of the California Constitution; and

WHEREAS, Government Code sections 7901 through 7914 provide that each year the City Council shall, by resolution, establish its proceeds of taxes appropriation limit at a regularly scheduled meeting; and

WHEREAS, all documentation used in the determination of the proceeds of taxes appropriation limit has been and will continue to be available to the public from the Chief Financial Officer of the City of Oxnard as required by law; and

WHEREAS, the proceeds of taxes appropriation limit for the fiscal year 2018-2019 is calculated by adjusting the prior fiscal year, 2017-2018; and

WHEREAS, the adjustment factors are:

1. change in the population of the County = 0.36%
2. change in the population of the City = 0.49%
3. change in the per capita income in California = 3.67%; and

WHEREAS, the formula provides that the City can use the greater of either factors 1 or 2, plus factor 3; and

WHEREAS, the City's fiscal year 2018-2019 appropriation limit for proceeds of taxes is determined to be \$346,719,650 using factors 2 and 3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD resolves as follows: The proceeds of taxes appropriation limit for the fiscal year 2018-2019 is established as \$346,719,650 and the "proceeds of taxes" revenue subject to this limitation is \$129,214,073, an amount well below the established limit. Documentation used in the determination of the proceeds of taxes appropriation limit is available to the public at the City of Oxnard Finance Department, 300 West Third Street, Oxnard, CA 93030.

Resolution No.

P a g e 2

PASSED AND ADOPTED on this 26th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN THE CITY SERVICE
EFFECTIVE JULY 1, 2018 IN ACCORDANCE WITH THE OPERATING BUDGET
FOR THE 2018-2019 FISCAL YEAR**

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the attachment to this Resolution listed as Exhibit "A" contains all full time equivalent positions hereby authorized as provided for in the operating budget for fiscal year 2018-2019.

PASSED AND ADOPTED this 26th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
CITY ATTORNEY	ASSISTANT CITY ATTORNEY	1		1
	ASSISTANT CITY ATTORNEY	1		1
	ASSISTANT CITY ATTORNEY	1		1
	CITY ATTORNEY	1		1
	DEPUTY CITY ATTORNEY I	2		2
	LAW OFFICE MANAGER	1		1
	PARALEGAL	2		2
CITY ATTORNEY DEPT TOTAL		9	0	9
CITY CLERK	ASSISTANT CITY CLERK	1		1
	CITY CLERK	1		1
	OFFICE ASSISTANT II	1		1
CITY CLERK DEPT TOTAL		3	0	3
CITY COUNCIL	CITY COUNCILMEMBER	5	2	7
CITY COUNCIL TOTAL		5	2	7
CITY MANAGER	ADMINISTRATIVE ASSISTANT (C)	2		2
	ASSISTANT CITY MANAGER	2		2
	CITY MANAGER	1		1
	DOWNTOWN REVITALIZATION MGR	1		1
	EXECUTIVE ASSISTANT I	1		1
	MANAGEMENT ANALYST III	1		1
	MEDIA & COMMUNITY RELATIONS MGR	1		1
CITY MANAGER DEPT TOTAL		9	0	9
HUMAN SERVICES	ADMINISTRATIVE SECRETARY II	1	-1	0
	COMMUNITY OUTREACH & PROD SPST	1		1
	GRAPHIC DESIGNER	1		1
	PUBLIC INFORMATION ASSISTANT	2		2
	VIDEO TECHNICIAN	1		1
HUMAN SERVICES TOTAL		6	-1	5
NEIGHBORHOOD SERVICES	ADMINISTRATIVE SECRETARY II	1		1
NEIGHBORHOOD SERVICES TOTAL		1	0	1
CITY MANAGER DEPT TOTAL		16	-1	15
CITY TREASURER	ACCOUNT CLERK I	2		2
	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ASST CITY TREAS/REV ACCTG MGR	1		1
	CITY TREASURER	1		1
	CODE COMPLIANCE INSPECTOR I	1		1
	CUSTOMER SERVICE ACCT TECH	2		2
	CUSTOMER SERVICE REP I	6		6
	CUSTOMER SERVICE REP II	1		1
	REVENUE COLLECTION TECHNICIAN	1		1
	SR. CUSTOMER SERVICE REP	1		1

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
	TREASURY SUPERVISOR	1		1
CITY TREASURER DEPT TOTAL		20	0	20
CULTURAL & COMMUNITY SERVICES				
LIBRARY	ADMINISTRATIVE ASSISTANT	1		1
	CITY LIBRARIAN	1		1
	CULTURAL & COMMUNITY SVCS DIR	0.5		0.5
	LIBRARIAN I	7.5	-0.5	7
	LIBRARIAN II	2	-1	1
	LIBRARIAN III	3		3
	LIBRARY AIDE I	4.5	-0.5	4
	LIBRARY AIDE II	6.5		6.5
	LIBRARY AIDE III	0		0
	LIBRARY CIRCULATION SUPERVISOR	1		1
	LIBRARY MONITOR	1		1
	LITERACY COORDINATOR	0		0
	OFFICE ASSISTANT II	1		1
LIBRARY SERVICES TOTAL		29	-2	27
OTHER COMMUNITY SERVICES	ADMINISTRATIVE SECRETARY II	1		1
	CULTURAL ARTS SUPERVISOR	1		1
	EVENT ATTENDANT III	1.5	-0.5	1
OTHER COMMUNITY SERVICES TOTAL		3.5	-0.5	3
PACC	ADMINISTRATIVE SECRETARY III	1		1
	CULTURAL & COMMUNITY SVCS DIR	0.25		0.25
	EVENT ATTENDANT III	2.5	-1	1.5
	EVENT COORDINATOR	1		1
	PERFORMING ARTS CENTER MANAGER	1		1
PACC TOTAL		5.75	-1	4.75
RECREATION SERVICES	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMMUNITY SERVICES MANAGER	1		1
	CULTURAL & COMMUNITY SVCS DIR	0.25		0.25
	MANAGEMENT ANALYST I	1		1
	OFFICE ASSISTANT II	1.75		1.75
	RECREATION SUPERVISOR	2		2
	RECREATION/HUMAN SERV COORD	8	5	13
	RECREATION/HUMAN SERV COORD (LIMITED TERM: 6/30/19)	8	-6	2
	RECREATION/HUMAN SERV LEADER I	0	1	1
	RECREATION/HUMAN SERV LEADER I (LIMITED TERM: 6/30/18)	1	-1	0

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
	RECREATION/HUMAN SERV LEADER II	0	6	6
	RECREATION/HUMAN SERV LEADER II (LIMITED TERM: 6/30/18)	6	-6	0
	RECREATION/HUMAN SERV LEADER III	5.75	17	22.75
	RECREATION/HUMAN SERV LEADER III (LIMITED TERM: 6/30/19)	20	-17	3
RECREATION SERVICES TOTAL		58.75	-1	57.75
CULTURAL & COMMUNITY SVCS TOTAL		97	-4.5	92.5
DEVELOPMENT SERVICES	ADMINISTRATIVE SECRETARY I	1		1
	ADMINISTRATIVE SECRETARY III	2		2
	ASSISTANT TRAFFIC ENGINEER	1		1
	BUILDING INSPECTOR II	5		5
	CIVIL ENGINEER	1		1
	CODE COMPLIANCE INSPECTOR I	3		3
	CODE COMPLIANCE INSPECTOR II	5		5
	CODE COMPLIANCE MANAGER	1		1
	CONSTRUCTION INSPECTOR II	3		3
	DATA ENTRY OPERATOR II	1		1
	DEPUTY BUILDING OFFICIAL	2		2
	ELECTRICAL INSPECTOR	1		1
	JUNIOR CIVIL ENGINEER	1		1
	OFFICE ASSISTANT I	1	-1	0
	OFFICE ASSISTANT II	3		3
	PERMIT COORDINATOR	1		1
	PERMIT TECHNICIAN	2		2
	PLAN CHECK ENGINEER	2		2
	PLANS EXAMINER II	1		1
	SR. CODE COMPLIANCE INSPECTOR	1		1
	SR. CONSTRUCTION INSPECTOR	1		1
	SUPERVISING BUILDING INSPECTOR	1		1
	SUPERVISING CIVIL ENGINEER	1		1
DEVELOPMENT SERVICES TOTAL		41	-1	40
DEVELOPMENT SUPPORT	ADMINISTRATIVE TECHNICIAN	2		2
	DEVELOPMENT SERVICES DIRECTOR	1		1
	MANAGEMENT ANALYST III	1		1
DEVELOPMENT SUPPORT TOTAL		4	0	4
LAND USE PLAN & ENV PROTC	ADMINISTRATIVE SECRETARY III	1		1
	ASSISTANT PLANNER	2		2
	ASSOCIATE PLANNER	3		3
	DRAFT/GRAPH TECHNICIAN II	1		1
	PLAN & ENV SRVCS MANAGER	1		1
	PRINCIPAL PLANNER	2		2
LAND USE PLAN & ENV PROTC TOTAL		10	0	10
DEVELOPMENT SERVICES TOTAL		55	-1	54

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
ECONOMIC DEVELOPMENT				
	ADMINISTRATIVE SECRETARY III	1		1
	ECONOMIC DEVELOPMENT DIRECTOR	1		1
	MANAGEMENT ANALYST II	1		1
	PROJECT MANAGER	1		1
ECONOMIC DEVELOPMENT TOTAL		4	0	4
FINANCE DEPARTMENT				
	ACCOUNT CLERK II	3	-2	1
	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	3		3
	ACCOUNTANT II	1		1
	ACCOUNTANT II (C)	1		1
	ACCOUNTING TECHNICIAN	3		3
	ACCOUNTING TECHNICIAN (C)	1		1
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	ASSISTANT CHIEF FIN OFFICER	1		1
	BUDGET MANAGER	1		1
	BUYER	3		3
	CHIEF FINANCIAL OFFICER	1		1
	CONTROLLER	1		1
	FINANCIAL ANALYST I	3	-1	2
	FINANCIAL ANALYST II	2		2
	FINANCIAL ANALYST III	1		1
	LANDSCAPE INSPECTOR I	0		0
	LANDSCAPE INSPECTOR II	3		3
	MAIL CLERK	2		2
	MANAGEMENT ACCOUNTANT/AUDITOR	2		2
	MANAGEMENT ANALYST I	2	-2	0
	MANAGEMENT ANALYST III	1		1
	PROJECT MANAGER	2		2
	PURCHASING MANAGER	1		1
	SPECIAL DISTRICTS MANAGER	1		1
	UTILITIES FINANCE OFFICER	1	-1	0
FINANCE DEPARTMENT TOTAL		44	-6	38
FIRE DEPARTMENT				
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	2		2
	ASSISTANT FIRE CHIEF	1		1
	BATTALION CHIEF	5		5
	CUPA MANAGER	1		1
	EMS COORDINATOR	1		1
	EMERGENCY SERVICES MANAGER	1		1
	FIRE CAPTAIN	32		32
	FIRE CHIEF	1		1
	FIRE ENGINEER	34		34
	FIRE ENVIRONMENTAL SPEC I	1	1	2
	FIRE ENVIRONMENTAL SPEC II	2		2
	FIRE INSPECTOR II (Non-Sworn)	2		2

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
	FIREFIGHTER	44		44
	FIREFIGHTER LIMITED TERM	26	-26	0
	MANAGEMENT ANALYST II	1		1
	PLANS EXAMINER II	1		1
FIRE DEPARTMENT TOTAL		156	-25	131
HOUSING				
HOUSING AUTHORITY				
	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	1		1
	ACCOUNTANT I	2		2
	ACCOUNTING TECHNICIAN	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	COMPUTER NETWORK ENGINEER III	1		1
	CUSTODIAN	2		2
	FAC MAINT WORKER I	1		1
	FAC MAINT WORKER II	3		3
	GROUNDWORKER I	1		1
	GROUNDWORKER II	3		3
	HOUSING CONTRACT ADMIN	1		1
	HOUSING DIRECTOR	1		1
	HOUSING ENGINEER	1		1
	HOUSING FINANCIAL OFFICER	1		1
	HOUSING INSPECTOR	1		1
	HOUSING MAINT SUPERVISOR	1		1
	HOUSING PROGRAM SUPERVISOR	2		2
	HOUSING PROGRAMS MANAGER	1		1
	HOUSING SPECIALIST I	5		5
	HOUSING SPECIALIST II	8		8
	MAINTENANCE WORKER HOUSING	4		4
	MANAGEMENT ANALYST II	1		1
	OFFICE ASSISTANT I	3		3
	OFFICE ASSISTANT II	8		8
	RESIDENT SERVICES COORDINATOR	1		1
	SR. HOUSING MAINTENANCE WORKER	2		2
	SR. HOUSING SPECIALIST	4		4
HOUSING AUTHORITY TOTAL		62	0	62
HOUSING SERVICES				
	ACCOUNTING MANAGER	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMPLIANCE SERVICES MANAGER	1		1
	GRANTS COORDINATOR	1		1
	GRANTS SPECIALIST I	1		1
	HOMELESS ASSISTANCE PGM COORD	1		1
	HOUSING REHABILITATION PROGRAM MANAGER	0	1	1
	REHAB LOAN SPECIALIST	2		2
HOUSING SERVICES TOTAL		8	1	9
HOUSING DEPARTMENT TOTAL		70	1	71
HUMAN RESOURCES DEPARTMENT				
	ADMINISTRATIVE ASSISTANT (C)	2		2

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
	ASSISTANT HR DIRECTOR	1		1
	HUMAN RESOURCES ANALYST	2	-1	1
	HUMAN RESOURCES DIRECTOR	1		1
	HUMAN RESOURCES MANAGER	1		1
	HUMAN RESOURCES TECHNICIAN	5		5
	PRINCIPAL HR ANALYST	1		1
	SR. HUMAN RESOURCES ANALYST	2		2
	SR. HUMAN RESOURCES COORDINATOR	2		2
HUMAN RESOURCES DEPARTMENT TOTAL		17	-1	16
INFORMATION SVS OPERATION	COMPUTER NETWORK ENG I	1		1
	COMPUTER NETWORK ENGINEER II	6		6
	COMPUTER NETWORK ENGINEER III	7		7
	COMPUTER OPERATOR	1	-1	0
	GEOGRAPH INFO SYSTEMS TECH III	1		1
	GEOGRAPHIC INFO SYSTEMS COORD	1		1
	INFO. TECHNOLOGY DIRECTOR	1		1
	PROGRAMMER ANALYST	4		4
	SYSTEMS ADMINISTRATOR	4		4
	SYSTEMS ANALYST II	1		1
	SYSTEMS ANALYST III	1		1
INFORMATION SVS OPERATION TOTAL		28	-1	27
POLICE DEPARTMENT	ACCOUNT CLERK III	2		2
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SVC'S ASSISTANT	2		2
	ANIMAL SAFETY OFFICER	2		2
	ASSISTANT POLICE CHIEF	2		2
	COMMUNITY AFFAIRS MANAGER	1		1
	COMMUNITY SERVICE OFFICER	13	-1	12
	CRIME ANALYSIS DATA TECHNICIAN	2		2
	CRIME ANALYST I	2		2
	CRIME ANALYST II	1		1
	CROSSING GUARD	6		6
	EVIDENCE TECHNICIAN I	2		2
	EVIDENCE TECHNICIAN II	1	-1	0
	MISSING PERSONS SPECIALIST	1		1
	OFFICE ASSISTANT II	1		1
	POLICE CALL TAKER	4		4
	POLICE CHIEF	1		1
	POLICE COMMANDER	8		8
	POLICE FINANCE/GRANTS MANAGER	1		1
	POLICE OFFICER I/PUBLIC SAFETY TRAINEE	78	-2	76
	POLICE OFFICER II	107	-4	103
	POLICE OFFICER III	31	-3	28
	POLICE RECORDS MANAGER	1		1
	POLICE RECORDS SUPERVISOR	1		1
	POLICE RECORDS TECHNICIAN I	8.75		8.75

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
	POLICE RECORDS TECHNICIAN II	5.25		5.25
	POLICE RECORDS TECHNICIAN III	2		2
	POLICE SERGEANT	32	-1	31
	POLICE SERVICE OFFICER	8		8
	POLICE WORD PROCESSOR II	7		7
	POLICE WORD PROCESSOR III	1		1
	PROPERTY & EVIDENCE CUSTODIAN	1		1
	PROPERTY & EVIDENCE TECH II	5		5
	PUBLIC SAFETY COMM MANAGER	1		1
	PUBLIC SAFETY DISPATCHER I	7		7
	PUBLIC SAFETY DISPATCHER II	12		12
	PUBLIC SAFETY DISPATCHER III	5		5
	SEX REGISTRANT SPECIALIST	1		1
	SR. ANIMAL SAFETY OFFICER	1		1
	SR. POLICE SERVICE OFFICER	1		1
	SR. TRAFFIC SERVICE ASST	2		2
	TRAFFIC SERVICE ASST I	9	-1	8
	TRAFFIC SERVICE ASST II	6		6
	VICTIM SERVICES SPECIALIST	1		1
POLICE DEPARTMENT TOTAL		388	-13	375

PUBLIC WORKS**ENVIRONMENTAL RESOURCE**

ACCOUNT CLERK III	3		3
ACCOUNTING TECHNICIAN	1		1
ADMINISTRATIVE ASSISTANT	1		1
ADMINISTRATIVE SECRETARY III	1		1
CONTAINER SERVICE WORKER	2		2
CUSTOMER SERVICE REP I	5		5
CUSTOMER SERVICE REP II	7		7
ENVIROMENTAL RESOURCES SUPV	5		5
ENVIRON RESOURCES/MRF MANAGER	1		1
EQUIPMENT OPERATOR	12		12
MAINTENANCE WORKER TRAINEE	18	4	22
MAINTENANCE WORKER TRAINEE (LIMITED TERM)	4	-4	0
MANAGEMENT ANALYST III	1		1
MRF DISPATCHER	3		3
MRF MANAGER	2		2
MRF MACHINERY OPERATOR	3		3
MRF MECHANIC	3		3
OFFICE ASSISTANT I	1		1
OUTREACH/EDUCATION SPECIALIST	1		1
PROJECT MANAGER	1		1
RECYLCLING MANAGER	1		1
SOLID WASTE EQUIP OPER II	49		49
SOLID WASTE TRANS OPERATOR	14		14
SORTER	16	10	26
SORTER (LIMITED TERM)	10	-10	0
SR. WASTEWATER COLLECTION OPERATOR	5		5
SR. WASTEWATER MECHANIC	1		1

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
	TREATMENT PLANT ELECTRICIAN	1		1
ENVIRONMENTAL RESOURCE TOTAL		172	0	172
FACILITIES MAINTENANCE SERVICES	CONSTRUCTION PROJECT MANAGER	1		1
	CUSTODIAL SUPERVISOR	1		1
	CUSTODIAN	11		11
	FAC MAINT WORKER II	4		4
	FACILITIES MAINTENANCE SPVR	1		1
	HVAC TECHNICIAN	2		2
	MAINTENANCE CARPENTER	2		2
	MAINTENANCE ELECTRICIAN	2		2
	MAINTENANCE PLUMBER	1		1
	OFFICE ASSISTANT II	1		1
	SR. FACILITIES MAINTENANCE WORKER	2		2
FACILITIES MAINTENANCE SERVICES TOTAL		28	0	28
FLEET SERVICES OPERATION	ADMINISTRATIVE TECHNICIAN	1		1
	CUSTOMER SERVICE REP I	1		1
	FLEET SERVICES MAINT WORKER	1		1
	FLEET SERVICES MANAGER	1		1
	FLEET SERVICES MECHANIC I	9		9
	FLEET SERVICES MECHANIC II	9		9
	FLEET SERVICES MECHANIC SPVR	2		2
	SR. FLEET SERVICES MECHANIC	6		6
	TIRE REPAIRER	1		1
FLEET SERVICES OPERATION TOTAL		31	0	31
MAINTENANCE SERVICES	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE SERVICES MANAGER	1		1
	CONSTRUCTION PROJ COORDINATOR	1		1
	EQUIPMENT OPERATOR	5		5
	GRAFFITI ACTION COORDINATOR	1		1
	GROUNDWORKER I	42	-2	40
	GROUNDWORKER II	8		8
	MAINTENANCE PLUMBER	1		1
	OFFICE ASSISTANT I	1		1
	OFFICE ASSISTANT II	2		2
	PARKS MAINTENANCE SUPERVISOR	3		3
	PARKS MANAGER	1		1
	PROJECT MANAGER	1		1
	SR. FACILITIES MAINTENANCE WORKER	1		1
	SR. GROUNDWORKER	3		3
	SR. STREET MAINT WORKER	4		4
	SR. TREE TRIMMER	1		1
	STREET MAINT WKR I	1		1
	STREET MAINT WKR II	3		3
	STREETS MANAGER	1		1

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
	TRAFFIC SAFETY MAINT WKR	2		2
	TREE TRIMMER I	1		1
MAINTENANCE SERVICES TOTAL		87	-2	85
PUBLIC WORKS ADMINISTRATION	ACCOUNT CLERK II	1	1	2
	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE LEGAL ASSISTANT (C)	1		1
	ADMINISTRATIVE TECHNICIAN	2		2
	ASSISTANT DIRECTOR PUBLIC WORKS	2		2
	FINANCIAL ANALYST I	0	1	1
	GRANTS SPECIALIST I	1		1
	MANAGEMENT ANALYST I	0	2	2
	MANAGEMENT ANALYST II	1		1
	MANAGEMENT ANALYST III	1		1
	OUTREACH/EDUCATION SPECIALIST	1		1
	PUBLIC WORKS DIRECTOR	1		1
	UTILITIES FINANCE OFFICER	0	1	1
PUBLIC WORKS ADMINISTRATION TOTAL		12	5	17
ENGINEERING & MAINTENANCE SERVICES	ASSISTANT CIVIL ENGINEER	1		1
	CITY ENGINEER	1		1
	CONSTRUCTION & MAINT ENGINEER	1		1
	CONSTRUCTION INSPECTOR I	1		1
	CONSTRUCTION INSPECTOR II	2		2
	CONSTRUCTION PROJ COORDINATOR	1		1
	ENGINEER	1		1
	ENGINEERING TECHNICIAN II	1		1
	JUNIOR CIVIL ENGINEER	1		1
	LANDSCAPE ARCHITECT	1		1
	PW CONSTRUCTION PROJECTS MGR	1		1
ENGINEERING & MAINTENANCE SERVICES TOTAL		12	0	12
TRAFFIC ENGINEERING	ASSOCIATE TRAFFIC DESIGN ENG	1		1
	SR. CIVIL ENGINEER	2		2
	SR. ENGR TECH/SURVEY CHIEF	1		1
	TRAFFIC ENGINEER	1		1
	TRAFFIC SIGNAL REPAIRER I	1		1
	TRAFFIC SIGNAL REPAIRER II	1		1
	TRAFFIC SIGNAL TECHNICIAN	1		1
	TRANSPORTATION SERVICES MANAGER	1		1
	TRANSPORTATION PLANNER	1		1
TRAFFIC ENGINEERING TOTAL		10	0	10
WATER OPERATION	ADMINISTRATIVE SECRETARY III	1		1
	CHIEF OPERATOR	3		3
	MAINTENANCE WORKER TRAINEE	1		1
	METER READER	7		7
	METER REPAIR WORKER	3		3
	PW CONSTRUCTION PROJECTS MGR	1		1

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
	SR. METER READER	1		1
	SR. METER REPAIRER WORKER	1		1
	SR. WATER DISTRIBUTION OPERATOR	2		2
	SR. WATER TREATMENT OPERATOR	2		2
	WATER CONSERV/OUTREACH TECH	1		1
	WATER DISTRIBUTION OPERATOR I	9		9
	WATER DISTRIBUTION OPERATOR II	4		4
	WATER DIVISION MANAGER	1		1
	WATER REGULATORY COMPL COORD	1		1
	WATER REGULATORY COMPL TECH II	2		2
	WATER RESOURCE MANAGER	1		1
	WATER TREATMENT OPERATOR II	2		2
	WATER TREATMENT OPERATOR III	3		3
WATER OPERATION TOTAL		46	0	46
RECYCLE WATER				
	ADMINISTRATIVE SECRETARY III	1		1
	SR. WASTEWATER MECHANIC	1		1
	WASTEWATER OP IN TRAINING	1		1
	WASTEWATER OPERATOR I	1		1
	WASTEWATER OPERATOR II	1		1
	WASTEWATER OPERATOR III	1		1
RECYCLE WATER TOTAL		6	0	6
STORM WATER				
	SR. WASTEWATER ENVIR SPECIALIST	1		1
	SOURCE CONTROL TECHNICIAN	1		1
	TECHNICAL SVCS/WTR QUALITY MGR	1		1
	WASTEWATER COLLECT OPERATOR II	1		1
	WASTEWATER ENVIRONMENTAL SPEC	1		1
STORM WATER TOTAL		5	0	5
WASTEWATER COLLECTION				
	ADMINISTRATIVE SECRETARY II	1		1
	DATA ENTRY OPERATOR II	1		1
	SOURCE CONTROL INSPECTOR II	1		1
	SR. WASTEWATER COLLECTION OPERATOR	1		1
	SR. WASTEWATER ENVIR SPECIALIST	1		1
	WASTEWATER COLLECT OPERATOR I	2		2
	WASTEWATER COLLECT OPERATOR II	4		4
	WASTEWATER COLLECTIONS SUPV	1		1
	WASTEWATER ENVIRONMENTAL SPEC	3		3
	WASTEWATER MAINTENANCE MANAGER	1		1
WASTEWATER COLLECTION TOTAL		16	0	16
WASTEWATER TREATMENT				
	ADMINISTRATIVE SECRETARY III	1		1
	CHEMIST	1		1
	ELECTRICIAN/INSTRUMENTATION TECH	2		2
	GROUNDWORKER II	1		1
	INSTRUMENTATION TECHNICIAN	1		1
	LABORATORY ASSISTANT	1		1
	LABORATORY SUPERVISOR	1		1

<u>Department</u>	<u>Title</u>	<u>Mid Year FY 17/18 Reso.</u>	<u>Proposed Changes</u>	<u>FY 18/19 Adopted</u>
	LABORATORY TECHNICIAN	2		2
	POWER PROD. OPERATOR II	2		2
	PROJECT MANAGER	1		1
	PW CONSTRUCTION PROJECTS MGR	1		1
	SR. WASTEWATER MECHANIC	1		1
	SR. WASTEWATER OPERATOR	4		4
	TRANSPORT OPERATOR	1		1
	TREATMENT PLANT ELECTRICIAN	2		2
	UTILITIES SUPERVISOR	2		2
	WASTEWATER DIVISION MANAGER	1		1
	WASTEWATER MAINTENANCE SUPERV	1		1
	WASTEWATER MECHANIC II	9		9
	WASTEWATER OPER MGR/CHIEF OPER	1		1
	WASTEWATER OPERATOR I	2		2
	WASTEWATER OPERATOR II	9		9
	WASTEWATER OPERATOR III	5		5
WASTEWATER TREATMENT TOTAL		52	0	52
PUBLIC WORKS DEPARTMENT TOTAL		477	3	480
GRAND TOTAL		1389.00	-46.50	1342.50

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15, 089 AND APPROVING THE ATTACHED CLASSIFICATION
AND SALARY SCHEDULE PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL
RULES AND REGULATIONS**

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard an updated Classification and Salary Schedule; and,

WHEREAS, the City Council has carefully reviewed the Classification and Salary Schedule submitted by the City Manager and finds that the recommended Classification and Salary Schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OR THE CITY OF OXNARD RESOLVES that the Classification and Salary Schedule attached hereto as Exhibit "A" is approved and all prior versions are rescinded effective July 1, 2018.

PASSED AND ADOPTED THIS 26th day of June, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING AS OF JULY 1, 2018

Account Clerk I	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		14.6422	15.3743	16.1429	16.9502	17.7976	18.6875	19.6219	20.6031	21.6332	22.7149		
BIWEEKLY		1171.38	1229.94	1291.43	1356.01	1423.81	1495.00	1569.76	1648.25	1730.65	1817.19		
ANNUAL		30455.78	31978.45	33577.29	35256.32	37018.95	38870.05	40813.64	42854.41	44997.01	47246.97		
Account Clerk II	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		16.2296	17.0411	17.8931	18.7879	19.7272	20.7137	21.7493	22.8367	23.9785	25.1775		
BIWEEKLY		1298.37	1363.29	1431.45	1503.03	1578.18	1657.09	1739.94	1826.93	1918.28	2014.20		
ANNUAL		33757.63	35445.57	37217.74	39078.81	41032.59	43084.39	45238.45	47500.29	49875.21	52369.15		
Account Clerk III	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		17.8165	18.7073	19.6427	20.6248	21.6560	22.7389	23.8760	25.0697	26.3231	27.6392		
BIWEEKLY		1425.32	1496.58	1571.41	1649.98	1732.48	1819.11	1910.08	2005.57	2105.85	2211.14		
ANNUAL		37058.41	38911.20	40856.71	42899.60	45044.54	47296.83	49661.99	52144.90	54752.13	57489.63		
Accountant I	A63	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		24.1548	25.3627	26.6308	27.9623	29.3604	30.8285	32.3700	33.9884	35.6878	37.4721		
BIWEEKLY		1932.39	2029.02	2130.46	2236.98	2348.83	2466.28	2589.60	2719.08	2855.02	2997.77		
ANNUAL		50242.03	52754.43	55392.01	58161.54	61069.62	64123.24	67329.61	70695.96	74230.54	77942.07		
Accountant II	A80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		26.8388	28.1807	29.5898	31.0693	32.6228	34.2540	35.9666	37.7650	39.6532	41.6359		
BIWEEKLY		2147.10	2254.45	2367.18	2485.54	2609.82	2740.32	2877.33	3021.20	3172.26	3330.87		
ANNUAL		55824.60	58615.78	61546.77	64624.15	67855.34	71248.42	74810.59	78551.18	82478.69	86602.65		
Accountant II (C)	C80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		28.1335	29.5401	31.0172	32.5681	34.1964	35.9062	37.7015	39.5867	41.5660	43.6443	45.8265	48.1179
BIWEEKLY		2250.68	2363.21	2481.38	2605.44	2735.71	2872.49	3016.12	3166.94	3325.28	3491.54	3666.12	3849.43
ANNUAL		58517.59	61443.36	64515.85	67741.56	71128.49	74684.86	78419.11	82340.34	86457.19	90780.06	95319.12	100085.18
Accounting Manager	M48	Lower	Upper										
Hourly		36.2536	60.1595										
BIWEEKLY		2900.29	4812.76										
ANNUAL		75407.43	125131.69										
Accounting Technician	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		21.4709	22.5444	23.6715	24.8552	26.0980	27.4028	28.7730	30.2117	31.7223	33.3083		
BIWEEKLY		1717.67	1803.56	1893.72	1988.41	2087.84	2192.22	2301.84	2416.93	2537.78	2664.66		
ANNUAL		44659.47	46892.45	49236.82	51698.72	54283.89	56997.84	59847.79	62840.31	65982.40	69281.27		
Accounting Technician (C)	C67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		22.3635	23.4816	24.6557	25.8885	27.1829	28.5420	29.9691	31.4677	33.0410	34.6931	36.4277	38.2492
BIWEEKLY		1789.08	1878.53	1972.46	2071.08	2174.64	2283.36	2397.53	2517.42	2643.28	2775.45	2914.22	3059.93
ANNUAL		46516.08	48841.77	51283.88	53848.04	56540.53	59367.40	62335.81	65452.88	68725.33	72161.59	75769.69	79558.26
Administrative Assistant	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		24.0974	25.3023	26.5673	27.8958	29.2905	30.7550	32.2929	33.9075	35.6029	37.3830		
BIWEEKLY		1927.79	2024.19	2125.39	2231.66	2343.24	2460.40	2583.43	2712.60	2848.23	2990.64		
ANNUAL		50122.59	52628.83	55260.04	58023.21	60924.29	63970.48	67169.22	70527.50	74054.02	77756.64		
Administrative Assistant (C)	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		25.5759	26.8547	28.1974	29.6074	31.0878	32.6421	34.2742	35.9879	37.7874	39.6768	41.6606	43.7435
BIWEEKLY		2046.08	2148.38	2255.80	2368.59	2487.02	2611.37	2741.94	2879.03	3022.99	3174.14	3332.85	3499.48
ANNUAL		53197.97	55857.78	58650.68	61583.37	64662.57	67895.64	71290.36	74854.73	78597.86	82527.74	86654.12	90986.51
Administrative Legal Assistant	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		25.5759	26.8547	28.1974	29.6074	31.0878	32.6421	34.2742	35.9879	37.7874	39.6768	41.6606	43.7435
BIWEEKLY		2046.08	2148.38	2255.80	2368.59	2487.02	2611.37	2741.94	2879.03	3022.99	3174.14	3332.85	3499.48
ANNUAL		53197.97	55857.78	58650.68	61583.37	64662.57	67895.64	71290.36	74854.73	78597.86	82527.74	86654.12	90986.51
Administrative Legal Secretary I	C25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		16.2230	17.0342	17.8858	18.7802	19.7191	20.7051	21.7403	22.8274	23.9687	25.1672	26.4255	27.7468
BIWEEKLY		1297.84	1362.73	1430.87	1502.41	1577.53	1656.41	1739.22	1826.19	1917.50	2013.37	2114.04	2219.75
ANNUAL		33743.75	35431.05	37202.52	39062.73	41015.76	43066.62	45219.83	47481.03	49854.97	52347.72	54965.11	57713.44
Administrative Legal Secretary II	C35	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		18.0253	18.9266	19.8729	20.8667	21.9099	23.0054	24.1558	25.3635	26.6316	27.9632	29.3614	30.8294
BIWEEKLY		1442.03	1514.13	1589.83	1669.33	1752.79	1840.43	1932.46	2029.08	2130.53	2237.06	2348.92	2466.36
ANNUAL		37492.72	39367.42	41335.61	43402.69	45572.57	47851.29	50244.06	52756.07	55393.81	58163.55	61071.80	64125.25
Administrative Legal Secretary III	C50	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		20.0282	21.0296	22.0811	23.1852	24.3443	25.5616	26.8396	28.1816	29.5907	31.0703	32.6237	34.2550
BIWEEKLY		1602.26	1682.37	1766.49	1854.82	1947.55	2044.93	2147.17	2254.53	2367.26	2485.62	2609.90	2740.40
ANNUAL		41658.70	43741.58	45928.77	48225.24	50636.18	53168.10	55826.40	58617.78	61548.75	64626.22	67857.34	71250.32
Administrative Secretary I	A12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		14.2851	14.9994	15.7494	16.5370	17.3638	18.2320	19.1436	20.1007	21.1058	22.1611		
BIWEEKLY		1142.81	1199.95	1259.95	1322.96	1389.10	1458.56	1531.49	1608.06	1688.47	1772.89		
ANNUAL		29713.01	31198.76	32758.78	34396.86	36116.63	37922.54	39818.61	41809.52	43900.15	46095.15		

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Administrative Secretary I (C)	C15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		15.1615	15.9197	16.7156	17.5514	18.4290	19.3505	20.3180	21.3339	22.4006	23.5206	24.6966	25.9314
BIWEEKLY		1212.92	1273.57	1337.25	1404.12	1474.32	1548.04	1625.44	1706.71	1792.05	1881.65	1975.73	2074.52
ANNUAL		31536.01	33112.94	34768.42	36507.00	38332.36	40249.05	42261.38	44374.56	46593.34	48922.92	51368.93	53937.42
Administrative Secretary II	A19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		15.8722	16.6659	17.4991	18.3741	19.2928	20.2574	21.2704	22.3338	23.4506	24.6231		
BIWEEKLY		1269.78	1333.27	1399.93	1469.93	1543.42	1620.59	1701.63	1786.71	1876.05	1969.85		
ANNUAL		33014.22	34665.03	36398.17	38218.08	40129.00	42135.40	44242.36	46454.34	48777.28	51216.06		
Administrative Secretary II (C)	C30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		16.8462	17.6885	18.5728	19.5015	20.4766	21.5004	22.5754	23.7042	24.8895	26.1339	27.4407	28.8126
BIWEEKLY		1347.69	1415.08	1485.82	1560.12	1638.13	1720.03	1806.03	1896.33	1991.16	2090.71	2195.25	2305.01
ANNUAL		35040.01	36792.01	38631.43	40563.05	42591.40	44720.80	46956.90	49304.66	51770.14	54358.54	57076.56	59930.27
Administrative Secretary III	A26	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		17.6359	18.5177	19.4435	20.4158	21.4365	22.5083	23.6337	24.8154	26.0562	27.3590		
BIWEEKLY		1410.87	1481.42	1555.48	1633.26	1714.92	1800.67	1890.70	1985.23	2084.50	2188.72		
ANNUAL		36682.68	38516.80	40442.58	42464.88	44587.97	46817.35	49158.11	51615.98	54196.91	56906.62		
Administrative Secretary III (C)	C40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		18.7179	19.6538	20.6364	21.6683	22.7518	23.8892	25.0837	26.3380	27.6549	29.0377	30.4894	32.0140
BIWEEKLY		1497.44	1572.30	1650.92	1733.46	1820.14	1911.14	2006.70	2107.04	2212.39	2323.01	2439.16	2561.12
ANNUAL		38933.32	40879.86	42923.79	45070.08	47323.70	49689.64	52174.16	54783.12	57522.13	60398.35	63418.04	66589.21
Administrative Services Assistant	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		25.5759	26.8547	28.1974	29.6074	31.0878	32.6421	34.2742	35.9879	37.7874	39.6768	41.6606	43.7435
BIWEEKLY		2046.08	2148.38	2255.80	2368.59	2487.02	2611.37	2741.94	2879.03	3022.99	3174.14	3332.85	3499.48
ANNUAL		53197.97	55857.78	58650.68	61583.37	64662.57	67895.64	71290.36	74854.73	78597.86	82527.74	86654.12	90986.51
Administrative Services Manager	M87	Lower	Upper										
Hourly		49.5320	81.4052										
BIWEEKLY		3962.56	6512.41										
ANNUAL		103026.53	169322.74										
Administrative Technician	A36	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		19.2779	20.2418	21.2539	22.3166	23.4325	24.6040	25.8342	27.1259	28.4822	29.9063		
BIWEEKLY		1542.23	1619.34	1700.32	1785.33	1874.60	1968.32	2066.73	2170.07	2278.57	2392.50		
ANNUAL		40098.03	42102.94	44208.20	46418.49	48739.52	51176.39	53735.04	56421.83	59242.92	62205.10		
Administrative Technician (C)	C60	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		20.4554	21.4782	22.5520	23.6797	24.8637	26.1069	27.4121	28.7829	30.2220	31.7331	33.3197	34.9857
BIWEEKLY		1636.43	1718.26	1804.16	1894.38	1989.09	2088.55	2192.97	2302.63	2417.76	2538.65	2665.58	2798.86
ANNUAL		42547.25	44674.71	46908.21	49253.80	51716.47	54302.27	57017.27	59868.38	62861.67	66004.92	69305.07	72770.34
Animal Safety Officer	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
Hourly		19.7617	20.7700	21.8292	22.9429	24.1134	25.3431	26.6358					
BIWEEKLY		1580.93	1661.60	1746.33	1835.43	1929.07	2027.45	2130.86					
ANNUAL		41104.27	43201.65	45404.64	47721.23	50155.77	52713.66	55402.47					
Assistant Chief Financial Officer	M88	Lower	Upper										
Hourly		50.8977	83.5905										
BIWEEKLY		4071.82	6687.24										
ANNUAL		105867.26	173868.29										
Assistant City Attorney	M88	Lower	Upper										
Hourly		50.8977	83.5905										
BIWEEKLY		4071.82	6687.24										
ANNUAL		105867.26	173868.29										
Assistant City Clerk	M11	Lower	Upper										
Hourly		25.2126	42.4941										
BIWEEKLY		2017.01	3399.53										
ANNUAL		52442.29	88387.72										
Assistant City Manager	E11	Lower	Upper										
Hourly		85.8090	117.9874										
BIWEEKLY		6864.72	9438.99										
ANNUAL		178482.65	245413.78										
Assistant Civil Engineer	A94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		34.1422	35.8492	37.6416	39.5238	41.4999	43.5749	45.7535	48.0413	50.4434	52.9655		
BIWEEKLY		2731.37	2867.94	3011.33	3161.90	3319.99	3485.99	3660.28	3843.30	4035.47	4237.24		
ANNUAL		71015.68	74566.39	78294.47	82209.45	86319.84	90635.81	95167.34	99925.87	104922.24	110168.32		
Assistant Director of Human Resource:	M67	Lower	Upper										
Hourly		48.9942	74.2335										
BIWEEKLY		3919.54	5938.68										
ANNUAL		101907.95	154405.63										

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Assistant Director of Public Works	M89	Lower	Upper								
	Hourly	53.9966	88.5201								
	BIWEEKLY	4319.72	7081.61								
	ANNUAL	112312.83	184121.90								
Assistant Fire Chief (Non-Shift)	PS2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	59.607398	62.64783	65.84305	69.202193	72.731957	76.441376	80.263358	84.276465		
	BIWEEKLY	4768.59	5011.83	5267.44	5536.18	5818.56	6115.31	6421.07	6742.12		
	ANNUAL	123983.39	130307.49	136953.54	143940.56	151282.47	158998.06	166947.78	175295.05		
Assistant Fire Chief (Shift)	PS4	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	42.576814	44.748407	47.030939	49.430094	51.951456	54.60091	57.331159	60.197417		
	BIWEEKLY	4768.60	5011.82	5267.47	5536.17	5818.56	6115.30	6421.09	6742.11		
	ANNUAL	123983.68	130307.36	136954.09	143940.43	151282.64	158997.85	166948.33	175294.88		
Assistant Plan Check Engineer	A94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	34.1422	35.8492	37.6416	39.5238	41.4999	43.5749	45.7535	48.0413	50.4434	52.9655
	BIWEEKLY	2731.37	2867.94	3011.33	3161.90	3319.99	3485.99	3660.28	3843.30	4035.47	4237.24
	ANNUAL	71015.68	74566.39	78294.47	82209.45	86319.84	90635.81	95167.34	99925.87	104922.24	110168.32
Assistant Planner	A69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	25.1689	26.4275	27.7489	29.1363	30.5932	32.1228	33.7290	35.4154	37.1860	39.0455
	BIWEEKLY	2013.51	2114.20	2219.91	2330.90	2447.45	2569.82	2698.32	2833.23	2974.88	3123.64
	ANNUAL	52351.33	54969.17	57717.70	60603.50	63633.79	66815.34	70156.22	73664.07	77346.96	81214.64
Assistant Police Chief	PS6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	72.2206	75.9045	79.7762	83.8459	88.1229	92.6171	97.2481	102.1101		
	BIWEEKLY	5777.64	6072.36	6382.09	6707.68	7049.83	7409.37	7779.85	8168.81		
	ANNUAL	150218.77	157881.30	165934.46	174399.56	183295.57	192643.59	202276.07	212388.98		
Assistant Design Traffic Engineer	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	32.5164	34.1422	35.8491	37.6417	39.5238	41.4999	43.5749	45.7536	48.0413	50.4434
	BIWEEKLY	2601.31	2731.37	2867.93	3011.33	3161.90	3319.99	3485.99	3660.29	3843.30	4035.47
	ANNUAL	67634.06	71015.68	74566.18	78294.68	82209.45	86319.84	90635.81	95167.55	99925.87	104922.24
Assistant Traffic Engineer	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	32.5164	34.1422	35.8491	37.6417	39.5238	41.4999	43.5749	45.7536	48.0413	50.4434
	BIWEEKLY	2601.31	2731.37	2867.93	3011.33	3161.90	3319.99	3485.99	3660.29	3843.30	4035.47
	ANNUAL	67634.06	71015.68	74566.18	78294.68	82209.45	86319.84	90635.81	95167.55	99925.87	104922.24
Associate Planner	A83	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	27.9656	29.3639	30.8321	32.3736	33.9922	35.6919	37.4765	39.3504	41.3180	43.3838
	BIWEEKLY	2237.25	2349.11	2466.56	2589.89	2719.38	2855.36	2998.12	3148.03	3305.44	3470.70
	ANNUAL	58168.54	61076.83	64130.66	67337.04	70703.81	74239.24	77951.19	81848.78	85941.35	90238.22
Associate Traffic Design Engineer	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	36.1292	37.9358	39.8325	41.8242	43.9155	46.1111	48.4167	50.8376	53.3795	56.0484
	BIWEEKLY	2890.34	3034.87	3186.60	3345.93	3513.24	3688.89	3873.34	4067.01	4270.36	4483.87
	ANNUAL	75148.77	78906.55	82851.66	86994.30	91344.22	95911.17	100706.84	105742.24	111029.27	116580.65
Asst City Treasurer/ Revenue Accounting Manager	M48	Lower	Upper								
	Hourly	36.2536	60.1595								
	BIWEEKLY	2900.29	4812.76								
	ANNUAL	75407.43	125131.69								
Battalion Chief (Non-Shift)	PS1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	49.9560	52.5047	55.1825	57.9976	60.9561	64.0652	67.2681	70.6317		
	BIWEEKLY	3996.48	4200.38	4414.60	4639.81	4876.49	5125.21	5381.45	5650.54		
	ANNUAL	103908.41	109209.84	114779.61	120635.02	126788.75	133255.57	139917.67	146913.97		
Battalion Chief (Shift)	PS3	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	35.6827	37.5032	39.4161	41.4269	43.5400	45.7608	48.0487	50.4513		
	BIWEEKLY	3996.47	4200.36	4414.60	4639.82	4876.49	5125.21	5381.45	5650.54		
	ANNUAL	103908.11	109209.42	114779.69	120635.19	126788.62	133255.35	139917.75	146914.14		
Budget Manager	M62	Lower	Upper								
	Hourly	39.8778	68.9985								
	BIWEEKLY	3190.22	5519.88								
	ANNUAL	82945.83	143516.87								
Building Inspector I	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	26.7690	28.1346	29.5698	31.0781	32.6636	34.3296	36.0806			
	BIWEEKLY	2141.52	2250.77	2365.59	2486.25	2613.09	2746.36	2886.44			
	ANNUAL	55679.46	58519.97	61505.25	64642.45	67940.22	71405.48	75047.55			
Building Inspector II	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	29.5698	31.0781	32.6636	34.3296	36.0806	37.9213	39.8554			
	BIWEEKLY	2365.59	2486.25	2613.09	2746.36	2886.44	3033.71	3188.43			
	ANNUAL	61505.25	64642.45	67940.22	71405.48	75047.55	78876.37	82899.31			

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Buyer	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.0014	22.0515	23.1541	24.3118	25.5273	26.8039	28.1439	29.5511	31.0287	32.5801
	BIWEEKLY	1680.11	1764.12	1852.33	1944.94	2042.19	2144.31	2251.52	2364.09	2482.30	2606.41
	ANNUAL	43682.90	45867.08	48160.53	50568.55	53096.86	55752.04	58539.40	61466.36	64539.71	67766.66
Chemist	A72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	25.9111	27.2066	28.5670	29.9953	31.4952	33.0699	34.7234	36.4595	38.2824	40.1966
	BIWEEKLY	2072.88	2176.52	2285.36	2399.63	2519.61	2645.59	2777.87	2916.76	3062.59	3215.73
	ANNUAL	53895.00	56589.65	59419.44	62390.32	65509.92	68785.45	72224.57	75835.74	79627.47	83608.86
Chief Financial Officer	E14	Lower	Upper								
	Hourly	83.4866	114.7942								
	BIWEEKLY	6678.93	9183.54								
	ANNUAL	173652.10	238771.93								
Chief Operator	M32	Lower	Upper								
	Hourly	31.5995	52.7138								
	BIWEEKLY	2527.96	4217.11								
	ANNUAL	65727.06	109644.79								
City Attorney	E12	Lower	Upper								
	Hourly	102.5395	114.8765								
	BIWEEKLY	8203.16	9190.12								
	ANNUAL	213282.11	238943.08								
City Clerk	E03	Lower	Upper								
	Hourly	52.7271	72.4995								
	BIWEEKLY	4218.16	5799.96								
	ANNUAL	109672.28	150799.06								
City Corp Leader Trainee I Extra Help	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	13.1739	13.8326	14.5242	15.2504	16.0129	16.8136	17.6543	18.5370	19.4638	20.4371
	BIWEEKLY	1053.91	1106.61	1161.94	1220.03	1281.03	1345.09	1412.34	1482.96	1557.11	1634.97
	ANNUAL	27401.74	28771.87	30210.31	31720.89	33306.79	34972.24	36720.86	38556.90	40484.80	42509.23
City Corp Leader Trainee II Extra Help	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.6422	15.3743	16.1429	16.9502	17.7976	18.6875	19.6219	20.6031	21.6332	22.7149
	BIWEEKLY	1171.38	1229.94	1291.43	1356.01	1423.81	1495.00	1569.76	1648.25	1730.65	1817.19
	ANNUAL	30455.78	31978.45	33577.29	35256.32	37018.95	38870.05	40813.64	42854.41	44997.01	47246.97
City Corp Student Trainee Extra Help		Lower	Upper								
	Hourly	9.35	11.00								
	BIWEEKLY	748.00	880.00								
	ANNUAL	19448.00	22880.00								
City Council	BIWEEKLY	1701.01									
	ANNUAL	20412.08									
City Engineer	M89	Lower	Upper								
	Hourly	53.9966	88.5201								
	BIWEEKLY	4319.72	7081.61								
	ANNUAL	112312.83	184121.90								
City Librarian	M38	Lower	Upper								
	Hourly	33.5904	55.8987								
	BIWEEKLY	2687.23	4471.90								
	ANNUAL	69867.94	116269.33								
City Manager	E13	Lower	Upper								
	Hourly	137.0192	137.0192								
	BIWEEKLY	10961.54	10961.54								
	ANNUAL	285000.00	285000.00								
City Surveyor	M34	Lower	Upper								
	Hourly	32.2314	53.7246								
	BIWEEKLY	2578.51	4297.97								
	ANNUAL	67041.28	111747.15								
City Treasurer	E03	Lower	Upper								
	Hourly	52.7271	72.4995								
	BIWEEKLY	4218.16	5799.96								
	ANNUAL	109672.28	150799.06								
Civil Engineer	A98	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	37.9357	39.8325	41.8242	43.9154	46.1112	48.4166	50.8376	53.3794	56.0484	58.8508
	BIWEEKLY	3034.86	3186.60	3345.93	3513.23	3688.90	3873.33	4067.01	4270.35	4483.87	4708.07
	ANNUAL	78906.34	82851.66	86994.30	91344.00	95911.38	100706.62	105742.24	111029.06	116580.65	122409.74

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Code Compliance Inspector I	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	24.5978	25.8527	27.1712	28.5575	30.0142	31.5450	33.1544			
	BIWEEKLY	1967.82	2068.22	2173.70	2284.60	2401.13	2523.60	2652.35			
	ANNUAL	51163.34	53773.60	56516.08	59399.65	62429.51	65613.67	68961.21			
Code Compliance Inspector II	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	27.1712	28.5575	30.0142	31.5450	33.1544	34.8454	36.6229			
	BIWEEKLY	2173.70	2284.60	2401.13	2523.60	2652.35	2787.63	2929.83			
	ANNUAL	56516.08	59399.65	62429.51	65613.67	68961.21	72478.41	76175.66			
Code Compliance Manager	M40	Lower	Upper								
	Hourly	34.2363	56.9328								
	BIWEEKLY	2738.91	4554.62								
	ANNUAL	71211.58	118420.16								
Community Affairs Manager	M38	Lower	Upper								
	Hourly	33.5904	55.8987								
	BIWEEKLY	2687.23	4471.90								
	ANNUAL	69867.94	116269.33								
Comm. Outreach & Prod. Spec.	M22	Lower	Upper								
	Hourly	28.5110	47.7718								
	BIWEEKLY	2280.88	3821.75								
	ANNUAL	59302.92	99365.42								
Community Service Officer	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	19.0395	19.9916	20.9911	22.0407	23.1428	24.2999	25.5149	26.7906	28.1303	29.5368
	BIWEEKLY	1523.16	1599.33	1679.29	1763.25	1851.42	1943.99	2041.19	2143.25	2250.42	2362.94
	ANNUAL	39602.21	41582.51	43661.47	45844.59	48136.98	50543.73	53070.98	55724.46	58510.97	61436.44
Community Services Manager	M29	Lower	Upper								
	Hourly	31.0167	51.7808								
	BIWEEKLY	2481.34	4142.46								
	ANNUAL	64514.77	107704.09								
Compliance Services Manager	M29	Lower	Upper								
	Hourly	31.0167	51.7808								
	BIWEEKLY	2481.34	4142.46								
	ANNUAL	64514.77	107704.09								
Computer Network Engineer I	A32	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	18.7811	19.7202	20.7060	21.7413	22.8284	23.9699	25.1684	26.4269	27.7482	29.1356
	BIWEEKLY	1502.48	1577.61	1656.48	1739.30	1826.27	1917.59	2013.47	2114.15	2219.85	2330.85
	ANNUAL	39064.60	41017.95	43068.48	45221.90	47483.11	49857.39	52350.27	54967.90	57716.22	60602.02
Computer Network Engineer II	A49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	22.0953	23.2002	24.3603	25.5783	26.8573	28.2001	29.6101	31.0906	32.6452	34.2774
	BIWEEKLY	1767.63	1856.02	1948.82	2046.27	2148.59	2256.01	2368.81	2487.25	2611.62	2742.19
	ANNUAL	45958.31	48256.43	50669.32	53202.94	55863.21	58656.30	61588.99	64668.49	67902.02	71297.00
Computer Network Engineer III	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	26.5144	27.8402	29.2321	30.6937	32.2284	33.8399	35.5319	37.3084	39.1739	41.1325
	BIWEEKLY	2121.15	2227.21	2338.57	2455.50	2578.27	2707.19	2842.55	2984.68	3133.91	3290.60
	ANNUAL	55149.93	57907.59	60802.72	63842.98	67035.13	70387.05	73906.36	77601.55	81481.75	85555.64
Computer Operator	A49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	22.0953	23.2002	24.3603	25.5783	26.8573	28.2001	29.6101	31.0906	32.6452	34.2774
	BIWEEKLY	1767.63	1856.02	1948.82	2046.27	2148.59	2256.01	2368.81	2487.25	2611.62	2742.19
	ANNUAL	45958.31	48256.43	50669.32	53202.94	55863.21	58656.30	61588.99	64668.49	67902.02	71297.00
Construction & Maint. Engineer	M66	Lower	Upper								
	Hourly	40.9834	67.7274								
	BIWEEKLY	3278.67	5418.20								
	ANNUAL	85245.55	140873.07								
Construction Inspector I	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	26.7690	28.1346	29.5698	31.0781	32.6636	34.3296	36.0806			
	BIWEEKLY	2141.52	2250.77	2365.59	2486.25	2613.09	2746.36	2886.44			
	ANNUAL	55679.46	58519.97	61505.25	64642.45	67940.22	71405.48	75047.55			
Construction Inspector II	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	29.5698	31.0781	32.6636	34.3296	36.0806	37.9213	39.8554			
	BIWEEKLY	2365.59	2486.25	2613.09	2746.36	2886.44	3033.71	3188.43			
	ANNUAL	61505.25	64642.45	67940.22	71405.48	75047.55	78876.37	82899.31			
Construction Project Coordinator	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	24.0974	25.3023	26.5673	27.8958	29.2905	30.7550	32.2929	33.9075	35.6029	37.3830
	BIWEEKLY	1927.79	2024.19	2125.39	2231.66	2343.24	2460.40	2583.43	2712.60	2848.23	2990.64
	ANNUAL	50122.59	52628.83	55260.04	58023.21	60924.29	63970.48	67169.22	70527.50	74054.02	77756.64

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Construction Project Manager	M29	Lower	Upper								
	Hourly	31.0167	51.7808								
	BIWEEKLY	2481.34	4142.46								
	ANNUAL	64514.77	107704.09								
Consultant		Lower	Upper								
	Hourly	25.0000	100.0000								
	BIWEEKLY	2000.00	8000.00								
	ANNUAL	52000.00	208000.00								
Container Service Worker	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	19.7617	20.7700	21.8292	22.9429	24.1134	25.3431	26.6358			
	BIWEEKLY	1580.93	1661.60	1746.33	1835.43	1929.07	2027.45	2130.86			
	ANNUAL	41104.27	43201.65	45404.64	47721.23	50155.77	52713.66	55402.47			
Controller	M62	Lower	Upper								
	Hourly	39.8778	68.9985								
	BIWEEKLY	3190.22	5519.88								
	ANNUAL	82945.83	143516.87								
Crime Analysis Data Technician	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	19.0395	19.9916	20.9911	22.0407	23.1428	24.2999	25.5149	26.7906	28.1303	29.5368
	BIWEEKLY	1523.16	1599.33	1679.29	1763.25	1851.42	1943.99	2041.19	2143.25	2250.42	2362.94
	ANNUAL	39602.21	41582.51	43661.47	45844.59	48136.98	50543.73	53070.98	55724.46	58510.97	61436.44
Crime Analyst I	A48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.9688	23.0672	24.2206	25.4317	26.7032	28.0384	29.4403	30.9123	32.4580	34.0810
	BIWEEKLY	1757.50	1845.38	1937.65	2034.53	2136.26	2243.07	2355.22	2472.99	2596.64	2726.48
	ANNUAL	45695.02	47979.77	50378.88	52897.85	55542.64	58319.81	61235.74	64297.63	67512.71	70888.38
Crime Analyst II	A64	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	24.4098	25.6304	26.9119	28.2576	29.6705	31.1540	32.7117	34.3474	36.0648	37.8680
	BIWEEKLY	1952.79	2050.43	2152.95	2260.61	2373.64	2492.32	2616.94	2747.79	2885.18	3029.44
	ANNUAL	50772.43	53311.14	55976.72	58775.75	61714.59	64800.24	68040.35	71442.55	75014.68	78765.46
Crossing Guard	A00	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	8.9543	9.4020	9.8722	10.3658	10.8839	11.4282	11.9997	12.5997	13.2295	13.8910
	BIWEEKLY	358.17	376.08	394.89	414.63	435.36	457.13	479.99	503.99	529.18	555.64
	ANNUAL	9312.44	9778.03	10267.06	10780.38	11319.27	11885.31	12479.68	13103.64	13758.68	14446.61
Cultural & Comm. Svcs. Director	E06	Lower	Upper								
	Hourly	60.4572	83.1286								
	BIWEEKLY	4836.58	6650.29								
	ANNUAL	125751.03	172907.46								
Cultural Arts Supervisor	M11	Lower	Upper								
	Hourly	25.2126	42.4941								
	BIWEEKLY	2017.01	3399.53								
	ANNUAL	52442.29	88387.72								
CUPA Coordinator	M44	Lower	Upper								
	Hourly	35.2972	58.6302								
	BIWEEKLY	2823.78	4690.41								
	ANNUAL	73418.25	121950.78								
CUPA Manager	M44	Lower	Upper								
	Hourly	35.2972	58.6302								
	BIWEEKLY	2823.78	4690.41								
	ANNUAL	73418.25	121950.78								
Custodial Supervisor	M14	Lower	Upper								
	Hourly	25.9347	43.6498								
	BIWEEKLY	2074.77	3491.98								
	ANNUAL	53944.12	90791.53								
Custodian	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	15.2574	16.0354	16.8534	17.7130	18.6166	19.5665	20.5643			
	BIWEEKLY	1220.59	1282.83	1348.28	1417.04	1489.33	1565.32	1645.15			
	ANNUAL	31735.31	33353.58	35055.15	36843.08	38722.54	40698.30	42773.82			
Customer Service Acct Tech	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.4709	22.5444	23.6715	24.8552	26.0980	27.4028	28.7730	30.2117	31.7223	33.3083
	BIWEEKLY	1717.67	1803.56	1893.72	1988.41	2087.84	2192.22	2301.84	2416.93	2537.78	2664.66
	ANNUAL	44659.47	46892.45	49236.82	51698.72	54283.89	56997.84	59847.79	62840.31	65982.40	69281.27
Customer Service Rep I	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.6422	15.3743	16.1429	16.9502	17.7976	18.6875	19.6219	20.6031	21.6332	22.7149
	BIWEEKLY	1171.38	1229.94	1291.43	1356.01	1423.81	1495.00	1569.76	1648.25	1730.65	1817.19
	ANNUAL	30455.78	31978.45	33577.29	35256.32	37018.95	38870.05	40813.64	42854.41	44997.01	47246.97

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Customer Service Rep II	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	16.2296	17.0411	17.8931	18.7879	19.7272	20.7137	21.7493	22.8367	23.9785	25.1775
	BIWEEKLY	1298.37	1363.29	1431.45	1503.03	1578.18	1657.09	1739.94	1826.93	1918.28	2014.20
	ANNUAL	33757.63	35445.57	37217.74	39078.81	41032.59	43084.39	45238.45	47500.29	49875.21	52369.15
Data Entry Operator I	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.6422	15.3743	16.1429	16.9502	17.7976	18.6875	19.6219	20.6031	21.6332	22.7149
	BIWEEKLY	1171.38	1229.94	1291.43	1356.01	1423.81	1495.00	1569.76	1648.25	1730.65	1817.19
	ANNUAL	30455.78	31978.45	33577.29	35256.32	37018.95	38870.05	40813.64	42854.41	44997.01	47246.97
Data Entry Operator II	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	16.2296	17.0411	17.8931	18.7879	19.7272	20.7137	21.7493	22.8367	23.9785	25.1775
	BIWEEKLY	1298.37	1363.29	1431.45	1503.03	1578.18	1657.09	1739.94	1826.93	1918.28	2014.20
	ANNUAL	33757.63	35445.57	37217.74	39078.81	41032.59	43084.39	45238.45	47500.29	49875.21	52369.15
Deputy Building Official	M74	Lower	Upper								
	Hourly	43.0712	71.0683								
	BIWEEKLY	3445.70	5685.46								
	ANNUAL	89588.11	147822.00								
Deputy City Attorney I	M48	Lower	Upper								
	Hourly	36.2536	60.1595								
	BIWEEKLY	2900.29	4812.76								
	ANNUAL	75407.43	125131.69								
Deputy City Attorney II	M62	Lower	Upper								
	Hourly	39.8778	68.9985								
	BIWEEKLY	3190.22	5519.88								
	ANNUAL	82945.83	143516.87								
Deputy City Manager	E08	Lower	Upper								
	Hourly	67.4580	92.7548								
	BIWEEKLY	5396.64	7420.38								
	ANNUAL	140312.59	192929.94								
Deputy Director-Public Works	M89	Lower	Upper								
	Hourly	53.9966	88.5201								
	BIWEEKLY	4319.72	7081.61								
	ANNUAL	112312.83	184121.90								
Deputy Housing Director	M66	Lower	Upper								
	Hourly	40.9834	67.7274								
	BIWEEKLY	3278.67	5418.20								
	ANNUAL	85245.55	140873.07								
Design & Construction Svcs Mngr	M83	Lower	Upper								
	Hourly	46.5185	76.5867								
	BIWEEKLY	3721.48	6126.93								
	ANNUAL	96758.42	159300.24								
Development Services Director	E09	Lower	Upper								
	Hourly	70.7952	97.3435								
	BIWEEKLY	5663.61	7787.48								
	ANNUAL	147253.94	202474.41								
Disaster Preparedness Coordinator	M44	Lower	Upper								
	Hourly	35.2972	58.6302								
	BIWEEKLY	2823.78	4690.41								
	ANNUAL	73418.25	121950.78								
Downtown Revitalization Manager	M67	Lower	Upper								
	Hourly	48.9942	74.2335								
	BIWEEKLY	3919.54	5938.68								
	ANNUAL	101907.95	154405.63								
Draft/Graph Technician II	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.3542	24.5221	25.7483	27.0356	28.3874	29.8068	31.2971	32.8620	34.5051	36.2303
	BIWEEKLY	1868.34	1961.77	2059.86	2162.85	2270.99	2384.55	2503.77	2628.96	2760.41	2898.42
	ANNUAL	48576.79	51006.02	53556.40	56234.07	59045.83	61998.24	65097.90	68352.86	71770.55	75359.02
Economic Development Director	E06	Lower	Upper								
	Hourly	60.4572	83.1286								
	BIWEEKLY	4836.58	6650.29								
	ANNUAL	125751.03	172907.46								
Electrical Inspector	BIO 126.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	33.3200	35.0200	36.8063	38.6834	40.6568	42.7302	44.9095			
	BIWEEKLY	2665.60	2801.60	2944.51	3094.67	3252.54	3418.41	3592.76			
	ANNUAL	69305.51	72841.53	76557.18	80461.52	84566.04	88878.74	93411.74			

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Electrician/Instrumentation Tech	BHF 112.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	28.9150	30.3904	31.9401	33.5695	35.2814	37.0814	38.9734			
	BIWEEKLY	2313.20	2431.23	2555.21	2685.56	2822.51	2966.51	3117.87			
	ANNUAL	60143.21	63212.02	66435.35	69824.66	73385.35	77129.35	81064.64			
Emergency Med. Svcs. Coord	M44	Lower	Upper								
	Hourly	35.2972	58.6302								
	BIWEEKLY	2823.78	4690.41								
	ANNUAL	73418.25	121950.78								
Emergency Services Manager	M44	Lower	Upper								
	Hourly	35.2972	58.6302								
	BIWEEKLY	2823.78	4690.41								
	ANNUAL	73418.25	121950.78								
Engineer	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	36.1292	37.9358	39.8325	41.8242	43.9155	46.1111	48.4167	50.8376	53.3795	56.0484
	BIWEEKLY	2890.34	3034.87	3186.60	3345.93	3513.24	3688.89	3873.34	4067.01	4270.36	4483.87
	ANNUAL	75148.77	78906.55	82851.66	86994.30	91344.22	95911.17	100706.84	105742.24	111029.27	116580.65
Engineer Technician I	A41	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.0189	22.0698	23.1733	24.3319	25.5485	26.8259	28.1672	29.5754	31.0543	32.6070
	BIWEEKLY	1681.51	1765.59	1853.86	1946.55	2043.88	2146.07	2253.38	2366.03	2484.34	2608.56
	ANNUAL	43719.39	45905.27	48200.42	50610.34	53140.78	55797.87	58587.77	61516.85	64592.96	67822.46
Engineering Tech II	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.3542	24.5221	25.7483	27.0356	28.3874	29.8068	31.2971	32.8620	34.5051	36.2303
	BIWEEKLY	1868.34	1961.77	2059.86	2162.85	2270.99	2384.55	2503.77	2628.96	2760.41	2898.42
	ANNUAL	48576.79	51006.022	53556.397	56234.069	59045.825	61998.244	65097.901	68352.86	71770.546	75359.02
Engineering Technician I/Survey Crew	A41	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.0189	22.0698	23.1733	24.3319	25.5485	26.8259	28.1672	29.5754	31.0543	32.6070
	BIWEEKLY	1681.51	1765.59	1853.86	1946.55	2043.88	2146.07	2253.38	2366.03	2484.34	2608.56
	ANNUAL	43719.39	45905.27	48200.42	50610.34	53140.78	55797.87	58587.77	61516.85	64592.96	67822.46
Engineering Technician II/Survey Crew	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.3542	24.5221	25.7483	27.0356	28.3874	29.8068	31.2971	32.8620	34.5051	36.2303
	BIWEEKLY	1868.34	1961.77	2059.86	2162.85	2270.99	2384.55	2503.77	2628.96	2760.41	2898.42
	ANNUAL	48576.79	51006.022	53556.397	56234.069	59045.825	61998.244	65097.901	68352.86	71770.546	75359.02
Environmental Resources/ MRF Manager	M87	Lower	Upper								
	Hourly	49.5320	81.4052								
	BIWEEKLY	3962.56	6512.41								
	ANNUAL	103026.53	169322.74								
Environmental Resources Supervisor	M19	Lower	Upper								
	Hourly	27.4711	46.1080								
	BIWEEKLY	2197.69	3688.64								
	ANNUAL	57139.97	95904.70								
Equipment Operator	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	20.7700	21.8292	22.9429	24.1134	25.3431	26.6358	27.9948			
	BIWEEKLY	1661.60	1746.33	1835.43	1929.07	2027.45	2130.86	2239.58			
	ANNUAL	43201.65	45404.64	47721.23	50155.77	52713.66	55402.47	58229.12			
Event Attendant I	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	17.0229	17.8742	18.7679	19.7063	20.6917	21.7263	22.8125	23.9532	25.1509	26.4084
	BIWEEKLY	1361.83	1429.93	1501.43	1576.50	1655.34	1738.10	1825.00	1916.25	2012.07	2112.67
	ANNUAL	35407.59	37178.28	39037.23	40989.10	43038.78	45190.72	47450.01	49822.59	52313.78	54929.50
Event Attendant II	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	18.2530	19.1656	20.1240	21.1301	22.1866	23.2960	24.4608	25.6839	26.9681	28.3164
	BIWEEKLY	1460.24	1533.25	1609.92	1690.41	1774.93	1863.68	1956.87	2054.71	2157.45	2265.31
	ANNUAL	37966.24	39864.44	41857.90	43950.64	46148.19	48455.65	50878.51	53422.52	56093.62	58898.16
Event Attendant III	A36	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	19.2779	20.2418	21.2539	22.3166	23.4325	24.6040	25.8342	27.1259	28.4822	29.9063
	BIWEEKLY	1542.23	1619.34	1700.32	1785.33	1874.60	1968.32	2066.73	2170.07	2278.57	2392.50
	ANNUAL	40098.03	42102.94	44208.20	46418.49	48739.52	51176.39	53735.04	56421.83	59242.92	62205.10
Event Coordinator	A46	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.6875	22.7720	23.9104	25.1061	26.3614	27.6794	29.0633	30.5165	32.0424	33.6445
	BIWEEKLY	1735.00	1821.76	1912.83	2008.49	2108.91	2214.35	2325.06	2441.32	2563.39	2691.56
	ANNUAL	45110.10	47365.78	49733.70	52220.64	54831.69	57573.22	60451.60	63474.24	66648.15	69980.55
Evidence Technician I	A53	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	22.7011	23.8362	25.0280	26.2795	27.5933	28.9731	30.4217	31.9429	33.5400	35.2170
	BIWEEKLY	1816.09	1906.89	2002.24	2102.36	2207.47	2317.85	2433.74	2555.43	2683.20	2817.36
	ANNUAL	47218.33	49579.25	52058.34	54661.33	57394.16	60264.05	63277.14	66441.30	69763.30	73251.42

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Evidence Technician II	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	25.1421	26.3992	27.7192	29.1051	30.5604	32.0884	33.6928	35.3775	37.1465	39.0038		
	BIWEEKLY	2011.37	2111.94	2217.54	2328.41	2444.83	2567.07	2695.43	2830.20	2971.72	3120.30		
	ANNUAL	52295.53	54910.40	57655.97	60538.58	63565.68	66743.84	70081.12	73585.15	77264.64	81127.86		
Executive Assistant I	C80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	28.1335	29.5401	31.0172	32.5681	34.1964	35.9062	37.7015	39.5867	41.5660	43.6443	45.8265	48.1179
	BIWEEKLY	2250.68	2363.21	2481.38	2605.44	2735.71	2872.49	3016.12	3166.94	3325.28	3491.54	3666.12	3849.43
	ANNUAL	58517.59	61443.36	64515.85	67741.56	71128.49	74684.86	78419.11	82340.34	86457.19	90780.06	95319.12	100085.18
Executive Assistant II	C85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	29.5401	31.0171	32.5680	34.1964	35.9062	37.7015	39.5866	41.5660	43.6442	45.8264	48.1177	50.5236
	BIWEEKLY	2363.21	2481.37	2605.44	2735.71	2872.49	3016.12	3166.93	3325.28	3491.53	3666.11	3849.41	4041.89
	ANNUAL	61443.36	64515.64	67741.34	71128.49	74684.86	78419.11	82340.12	86457.19	90779.84	95318.90	100084.75	105089.07
Facilities Maint Supervisor	M19	Lower	Upper										
	Hourly	27.4711	46.1080										
	BIWEEKLY	2197.69	3688.64										
	ANNUAL	57139.97	95904.70										
Facilities Maint Worker I	BCE 62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	17.8007	18.7085	19.6632	20.6660	21.7203	22.8282	23.9925					
	BIWEEKLY	1424.06	1496.68	1573.06	1653.28	1737.63	1826.26	1919.40					
	ANNUAL	37025.51	38913.62	40899.56	42985.25	45178.28	47482.76	49904.31					
Facilities Maint Worker II	BDE 72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	19.3726	20.3604	21.3993	22.4908	23.6380	24.8439	26.1112					
	BIWEEKLY	1549.80	1628.83	1711.94	1799.27	1891.04	1987.51	2088.90					
	ANNUAL	40294.93	42349.67	44510.46	46780.96	49167.02	51675.35	54311.36					
Financial Analyst I	M14	Lower	Upper										
	Hourly	25.9347	43.6498										
	BIWEEKLY	2074.77	3491.98										
	ANNUAL	53944.12	90791.53										
Financial Analyst II	M22	Lower	Upper										
	Hourly	28.5110	47.7718										
	BIWEEKLY	2280.88	3821.75										
	ANNUAL	59302.92	99365.42										
Financial Analyst III	M29	Lower	Upper										
	Hourly	31.0167	51.7808										
	BIWEEKLY	2481.34	4142.46										
	ANNUAL	64514.77	107704.09										
Financial Services Manager	M62	Lower	Upper										
	Hourly	39.8778	68.9985										
	BIWEEKLY	3190.22	5519.88										
	ANNUAL	82945.83	143516.87										
Fire Captain	FC1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
	Hourly	40.9783	43.0681	45.2644	47.5731	49.9992	52.5492						
	BIWEEKLY	3278.27	3445.45	3621.15	3805.85	3999.94	4203.94						
	ANNUAL	85234.89	89581.58	94149.85	98951.99	103998.32	109302.42						
Fire Captain (Shift)	FF2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
	Hourly	29.2694	30.7621	32.3311	33.9799	35.7133	37.5347						
	BIWEEKLY	3278.17	3445.35	3621.08	3805.75	3999.89	4203.89						
	ANNUAL	85232.44	89579.17	94148.08	98949.45	103997.11	109301.04						
Fire Chief	E10	Lower	Upper										
	Hourly	73.6821	101.3130										
	BIWEEKLY	5894.57	8105.04										
	ANNUAL	153258.69	210731.06										
Fire Engineer	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
	Hourly	35.1966	36.9916	38.8781	40.8606	42.9448	45.1352						
	BIWEEKLY	2815.73	2959.33	3110.25	3268.85	3435.58	3610.82						
	ANNUAL	73208.88	76942.49	80866.45	84990.05	89325.10	93881.32						
Fire Engineer (Shift)	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
	Hourly	25.1399	26.4217	27.7693	29.1860	30.6747	32.2396						
	BIWEEKLY	2815.67	2959.23	3110.17	3268.84	3435.57	3610.83						
	ANNUAL	73207.33	76939.94	80864.30	84989.74	89324.72	93881.58						
Fire Environmental Specialist I	FA1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
	Hourly	30.8862	32.4613	34.1176	35.8577	37.6865	39.6083						
	BIWEEKLY	2470.90	2596.91	2729.41	2868.62	3014.92	3168.66						
	ANNUAL	64243.31	67519.53	70964.58	74584.06	78387.86	82385.26						

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Fire Environmental Specialist II	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	35.1966	36.9916	38.8781	40.8606	42.9448	45.1352				
	BIWEEKLY	2815.73	2959.33	3110.25	3268.85	3435.58	3610.82				
	ANNUAL	73208.88	76942.49	80866.45	84990.05	89325.10	93881.32				
Fire Inspector	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	35.1966	36.9916	38.8781	40.8606	42.9448	45.1352				
	BIWEEKLY	2815.73	2959.33	3110.25	3268.85	3435.58	3610.82				
	ANNUAL	73208.88	76942.49	80866.45	84990.05	89325.10	93881.32				
Fire Inspector (Shift)	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	25.1399	26.4217	27.7693	29.1860	30.6747	32.2396				
	BIWEEKLY	2815.67	2959.23	3110.17	3268.84	3435.57	3610.83				
	ANNUAL	73207.33	76939.94	80864.30	84989.74	89324.72	93881.58				
Fire Inspector I (non-sworn)	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	24.5978	25.8527	27.1712	28.5575	30.0142	31.5450	33.1544	33.1544		
	BIWEEKLY	1967.82	2068.22	2173.70	2284.60	2401.13	2523.60	2652.35	2652.35		
	ANNUAL	51163.34	53773.60	56516.08	59399.65	62429.51	65613.67	68961.21	68961.21		
Fire Inspector II (non-sworn)	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	27.1712	28.5575	30.0142	31.5450	33.1544	34.8454	36.6229	36.6229		
	BIWEEKLY	2173.70	2284.60	2401.13	2523.60	2652.35	2787.63	2929.83	2929.83		
	ANNUAL	56516.08	59399.65	62429.51	65613.67	68961.21	72478.41	76175.66	76175.66		
Firefighter (Shift)	FD2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	22.0617	23.1866	24.3694	25.6130	26.9196	28.2919				
	BIWEEKLY	2470.91	2596.90	2729.37	2868.66	3014.99	3168.69				
	ANNUAL	64243.74	67519.32	70963.72	74585.09	78389.76	82385.87				
Firefighter Trainee & Firefighter Trainee Limited Term		Step 1									
	Hourly	24.9865									
	BIWEEKLY	1998.92									
	ANNUAL	51971.92									
Fleet Services Maint Worker	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	17.6244	18.5234	19.4685	20.4614	21.5052	22.6022	23.7550			
	BIWEEKLY	1409.95	1481.87	1557.48	1636.92	1720.41	1808.17	1900.40			
	ANNUAL	36658.70	38528.64	40494.45	42559.80	44730.76	47012.51	49410.48			
Fleet Services Manager	M44	Lower	Upper								
	Hourly	35.2972	58.6302								
	BIWEEKLY	2823.78	4690.41								
	ANNUAL	73418.25	121950.78								
Fleet Service Mechanic I	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.3431	26.6358	27.9948	29.4224	30.9236	32.5007	34.1588			
	BIWEEKLY	2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.71			
	ANNUAL	52713.66	55402.47	58229.12	61198.61	64321.09	67601.55	71050.36			
Fleet Services Mechanic II	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	26.6358	27.9948	29.4224	30.9236	32.5007	34.1588	35.9013			
	BIWEEKLY	2130.86	2239.58	2353.79	2473.89	2600.06	2732.71	2872.10			
	ANNUAL	55402.47	58229.12	61198.61	64321.09	67601.55	71050.36	74674.69			
Fleet Services Mechanic Supervisor	M16	Lower	Upper								
	Hourly	26.3469	45.4438								
	BIWEEKLY	2107.75	3635.51								
	ANNUAL	54801.51	94523.19								
Fleet Services Operations Manager	M19	Lower	Upper								
	Hourly	27.4711	46.1080								
	BIWEEKLY	2197.69	3688.64								
	ANNUAL	57139.97	95904.70								
Geograph Info Systems Tech I	A50	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	22.1868	23.2963	24.4610	25.6841	26.9683	28.3166	29.7326	31.2191	32.7800	34.4192
	BIWEEKLY	1774.95	1863.70	1956.88	2054.73	2157.46	2265.33	2378.61	2497.53	2622.40	2753.53
	ANNUAL	46148.62	48456.28	50878.94	53422.95	56094.04	58898.59	61843.79	64935.81	68182.50	71591.91
Geograph Info Systems Tech II	A70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	25.3022	26.5672	27.8955	29.2903	30.7547	32.2925	33.9070	35.6025	37.3826	39.2518
	BIWEEKLY	2024.18	2125.38	2231.64	2343.23	2460.38	2583.40	2712.56	2848.20	2990.61	3140.15
	ANNUAL	52628.62	55259.83	58022.58	60923.87	63969.85	67168.37	70526.65	74053.18	77755.79	81643.84
Geograph Info Systems Tech III	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	26.5144	27.8402	29.2321	30.6937	32.2284	33.8399	35.5319	37.3084	39.1739	41.1325
	BIWEEKLY	2121.15	2227.21	2338.57	2455.50	2578.27	2707.19	2842.55	2984.68	3133.91	3290.60
	ANNUAL	55149.93	57907.59	60802.72	63842.98	67035.13	70387.05	73906.36	77601.55	81481.75	85555.64

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GIS Coordinator	M51	Lower	Upper								
	Hourly	37.0599	61.4539								
	BIWEEKLY	2964.79	4916.31								
	ANNUAL	77084.55	127824.18								
Graffiti Action Coordinator	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.3431	26.6358	27.9948	29.4224	30.9236	32.5007	34.1588			
	BIWEEKLY	2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.71			
	ANNUAL	52713.66	55402.47	58229.12	61198.61	64321.09	67601.55	71050.36			
Grants Coordinator	M36	Lower	Upper								
	Hourly	32.8917	54.7810								
	BIWEEKLY	2631.34	4382.48								
	ANNUAL	68414.79	113944.51								
Grants Specialist I	A63	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	24.1548	25.3627	26.6308	27.9623	29.3604	30.8285	32.3700	33.9884	35.6878	37.4721
	BIWEEKLY	1932.39	2029.02	2130.46	2236.98	2348.83	2466.28	2589.60	2719.08	2855.02	2997.77
	ANNUAL	50242.03	52754.43	55392.01	58161.54	61069.62	64123.24	67329.61	70695.96	74230.54	77942.07
Grants Specialist II	A80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	26.8388	28.1807	29.5898	31.0693	32.6228	34.2540	35.9666	37.7650	39.6532	41.6359
	BIWEEKLY	2147.10	2254.45	2367.18	2485.54	2609.82	2740.32	2877.33	3021.20	3172.26	3330.87
	ANNUAL	55824.60	58615.78	61546.77	64624.15	67855.34	71248.42	74810.59	78551.18	82478.69	86602.65
Graphic Designer	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.0014	22.0515	23.1541	24.3118	25.5273	26.8039	28.1439	29.5511	31.0287	32.5801
	BIWEEKLY	1680.11	1764.12	1852.33	1944.94	2042.19	2144.31	2251.52	2364.09	2482.30	2606.41
	ANNUAL	43682.90	45867.08	48160.53	50568.55	53096.86	55752.04	58539.40	61466.36	64539.71	67766.66
Groundswoker I	BCA 60	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	17.4501	18.3402	19.2759	20.2588	21.2923	22.3786	23.5198			
	BIWEEKLY	1396.01	1467.21	1542.07	1620.70	1703.38	1790.29	1881.58			
	ANNUAL	36296.23	38147.56	40093.89	42138.25	44288.00	46547.46	48921.19			
Groundswoker II	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	18.9910	19.9596	20.9777	22.0477	23.1723	24.3546	25.5965			
	BIWEEKLY	1519.28	1596.76	1678.22	1763.82	1853.78	1948.37	2047.72			
	ANNUAL	39501.37	41515.87	43633.59	45859.30	48198.40	50657.61	53240.81			
Homeless Assistance Prog Coord	M29	Lower	Upper								
	Hourly	31.0167	51.7808								
	BIWEEKLY	2481.34	4142.46								
	ANNUAL	64514.77	107704.09								
Housing Contract Admin	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	24.0974	25.3023	26.5673	27.8958	29.2905	30.7550	32.2929	33.9075	35.6029	37.3830
	BIWEEKLY	1927.79	2024.19	2125.39	2231.66	2343.24	2460.40	2583.43	2712.60	2848.23	2990.64
	ANNUAL	50122.59	52628.83	55260.04	58023.21	60924.29	63970.48	67169.22	70527.50	74054.02	77756.64
Housing Director	E06	Lower	Upper								
	Hourly	60.4572	83.1286								
	BIWEEKLY	4836.58	6650.29								
	ANNUAL	125751.03	172907.46								
Housing Engineer	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	30.4826	32.0067	33.6070	35.2872	37.0517	38.9042	40.8495	42.8919	45.0366	47.2882
	BIWEEKLY	2438.61	2560.53	2688.56	2822.98	2964.14	3112.34	3267.96	3431.35	3602.93	3783.06
	ANNUAL	63403.80	66573.90	69902.48	73397.39	77067.54	80920.79	84966.90	89215.19	93676.07	98359.50
Housing Financial Officer	M48	Lower	Upper								
	Hourly	36.2536	60.1595								
	BIWEEKLY	2900.29	4812.76								
	ANNUAL	75407.43	125131.69								
Housing Inspector	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	20.7700	21.8292	22.9429	24.1134	25.3431	26.6358	27.9948			
	BIWEEKLY	1661.60	1746.33	1835.43	1929.07	2027.45	2130.86	2239.58			
	ANNUAL	43201.65	45404.64	47721.23	50155.77	52713.66	55402.47	58229.12			
Housing Maint. Superintendent	M38	Lower	Upper								
	Hourly	33.5904	55.8987								
	BIWEEKLY	2687.23	4471.90								
	ANNUAL	69867.94	116269.33								
Housing Maintenance Supervisor	M14	Lower	Upper								
	Hourly	25.9347	43.6498								
	BIWEEKLY	2074.77	3491.98								
	ANNUAL	53944.12	90791.53								

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Housing Modernization Super.	M38	Lower	Upper										
	Hourly	33.5904	55.8987										
	BIWEEKLY	2687.23	4471.90										
	ANNUAL	69867.94	116269.33										
Housing Program Supervisor	M29	Lower	Upper										
	Hourly	31.0167	51.7808										
	BIWEEKLY	2481.34	4142.46										
	ANNUAL	64514.77	107704.09										
Housing Programs Manager	M51	Lower	Upper										
	Hourly	37.0599	61.4539										
	BIWEEKLY	2964.79	4916.31										
	ANNUAL	77084.55	127824.18										
Housing Rehab. Prog Manager	M38	Lower	Upper										
	Hourly	33.5904	55.8987										
	BIWEEKLY	2687.23	4471.90										
	ANNUAL	69867.94	116269.33										
Housing Specialist I	A44	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	21.4067	22.4771	23.6010	24.7810	26.0201	27.3211	28.6873	30.1215	31.6277	33.2091		
	BIWEEKLY	1712.54	1798.17	1888.08	1982.48	2081.61	2185.69	2294.98	2409.72	2530.21	2656.72		
	ANNUAL	44526.02	46752.43	49090.01	51544.48	54121.80	56827.90	59669.58	62652.76	65785.51	69074.84		
Housing Specialist II	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	23.7855	24.9748	26.2235	27.5347	28.9115	30.3570	31.8748	33.4686	35.1420	36.8991		
	BIWEEKLY	1902.84	1997.98	2097.88	2202.78	2312.92	2428.56	2549.98	2677.49	2811.36	2951.93		
	ANNUAL	49473.80	51947.59	54544.85	57272.17	60135.90	63142.63	66299.58	69614.79	73095.27	76750.15		
Housing Specialist Trainee	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	19.0284	19.9798	20.9789	22.0276	23.1291	24.2857	25.4999	26.7749	28.1135	29.5193		
	BIWEEKLY	1522.27	1598.38	1678.31	1762.21	1850.33	1942.86	2039.99	2141.99	2249.08	2361.54		
	ANNUAL	39579.08	41557.90	43636.01	45817.44	48108.55	50514.24	53039.79	55691.79	58476.18	61400.16		
Human Resources Analyst I	M14	Lower	Upper										
	Hourly	25.9347	43.6498										
	BIWEEKLY	2074.77	3491.98										
	ANNUAL	53944.12	90791.53										
Human Resources Analyst II	M22	Lower	Upper										
	Hourly	28.5110	47.7718										
	BIWEEKLY	2280.88	3821.75										
	ANNUAL	59302.92	99365.42										
Human Resources Director	E08	Lower	Upper										
	Hourly	67.4580	92.7548										
	BIWEEKLY	5396.64	7420.38										
	ANNUAL	140312.59	192929.94										
Human Resources Manager	M62	Lower	Upper										
	Hourly	39.8778	68.9985										
	BIWEEKLY	3190.22	5519.88										
	ANNUAL	82945.83	143516.87										
Human Resources Technician	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	25.5759	26.8547	28.1974	29.6074	31.0878	32.6421	34.2742	35.9879	37.7874	39.6768	41.6606	43.7435
	BIWEEKLY	2046.08	2148.38	2255.80	2368.59	2487.02	2611.37	2741.94	2879.03	3022.99	3174.14	3332.85	3499.48
	ANNUAL	53197.97	55857.78	58650.68	61583.37	64662.57	67895.64	71290.36	74854.73	78597.86	82527.74	86654.12	90986.51
HVAC Technician	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	22.9429	24.1134	25.3431	26.6358	27.9948	29.4224	30.9236					
	BIWEEKLY	1835.43	1929.07	2027.45	2130.86	2239.58	2353.79	2473.89					
	ANNUAL	47721.23	50155.77	52713.66	55402.47	58229.12	61198.61	64321.09					
Information Technology Director	E06	Lower	Upper										
	Hourly	60.4572	83.1286										
	BIWEEKLY	4836.58	6650.29										
	ANNUAL	125751.03	172907.46										
Instrumentation Technician	BHF 112.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	28.9150	30.3904	31.9401	33.5695	35.2814	37.0814	38.9734					
	BIWEEKLY	2313.20	2431.23	2555.21	2685.56	2822.51	2966.51	3117.87					
	ANNUAL	60143.21	63212.02	66435.35	69824.66	73385.35	77129.35	81064.64					
Intern - Extra Help		Lower	Upper										
	Hourly	15.0000	30.0000										
	BIWEEKLY	1200.00	2400.00										
	ANNUAL	31200.00	62400.00										

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Junior Civil Engineer	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	30.4826	32.0067	33.6070	35.2872	37.0517	38.9042	40.8495	42.8919	45.0366	47.2882
	BIWEEKLY	2438.61	2560.53	2688.56	2822.98	2964.14	3112.34	3267.96	3431.35	3602.93	3783.06
	ANNUAL	63403.80	66573.90	69902.48	73397.39	77067.54	80920.79	84966.90	89215.19	93676.07	98359.50
Junior Plan Check Engineer	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	30.4826	32.0067	33.6070	35.2872	37.0517	38.9042	40.8495	42.8919	45.0366	47.2882
	BIWEEKLY	2438.61	2560.53	2688.56	2822.98	2964.14	3112.34	3267.96	3431.35	3602.93	3783.06
	ANNUAL	63403.80	66573.90	69902.48	73397.39	77067.54	80920.79	84966.90	89215.19	93676.07	98359.50
Laboratory Assistant	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.0014	22.0515	23.1541	24.3118	25.5273	26.8039	28.1439	29.5511	31.0287	32.5801
	BIWEEKLY	1680.11	1764.12	1852.33	1944.94	2042.19	2144.31	2251.52	2364.09	2482.30	2606.41
	ANNUAL	43682.90	45867.08	48160.53	50568.55	53096.86	55752.04	58539.40	61466.36	64539.71	67766.66
Laboratory Supervisor	M26	Lower	Upper								
	Hourly	30.1103	50.3312								
	BIWEEKLY	2408.83	4026.50								
	ANNUAL	62629.47	104688.94								
Laboratory Technician	A56	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.3201	24.4861	25.7104	26.9960	28.3457	29.7629	31.2512	32.8136	34.4543	36.1771
	BIWEEKLY	1865.60	1958.89	2056.83	2159.68	2267.66	2381.03	2500.09	2625.09	2756.34	2894.16
	ANNUAL	48505.72	50931.13	53477.69	56151.75	58959.05	61906.80	65002.43	68252.30	71664.89	75248.27
Landscape Architect	M59	Lower	Upper								
	Hourly	39.0005	52.0006								
	BIWEEKLY	3120.04	4160.05								
	ANNUAL	81121.12	108161.35								
Landscape Inspector I	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	18.9910	19.9596	20.9777	22.0477	23.1723	24.3546	25.5965			
	BIWEEKLY	1519.28	1596.76	1678.22	1763.82	1853.78	1948.37	2047.72			
	ANNUAL	39501.37	41515.87	43633.59	45859.30	48198.40	50657.61	53240.81			
Landscape Inspector II	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	20.9777	22.0477	23.1723	24.3546	25.5965	26.9021	28.2745			
	BIWEEKLY	1678.22	1763.82	1853.78	1948.37	2047.72	2152.17	2261.96			
	ANNUAL	43633.59	45859.30	48198.40	50657.61	53240.81	55956.46	58811.03			
Law Office Manager	M19	Lower	Upper								
	Hourly	27.4711	46.1080								
	BIWEEKLY	2197.69	3688.64								
	ANNUAL	57139.97	95904.70								
Librarian I	A47	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.7080	22.7935	23.9332	25.1297	26.3862	27.7055	29.0908	30.5453	32.0726	33.6762
	BIWEEKLY	1736.64	1823.48	1914.65	2010.38	2110.89	2216.44	2327.26	2443.63	2565.81	2694.10
	ANNUAL	45152.74	47410.55	49781.01	52269.86	54883.25	57627.54	60508.88	63534.28	66710.95	70046.53
Librarian II	A62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	24.1200	25.3260	26.5923	27.9219	29.3180	30.7840	32.3232	33.9392	35.6361	37.4180
	BIWEEKLY	1929.60	2026.08	2127.39	2233.75	2345.44	2462.72	2585.86	2715.13	2850.89	2993.44
	ANNUAL	50169.69	52678.06	55312.02	58077.53	60981.36	64030.74	67232.23	70593.48	74123.19	77829.41
Librarian III	A79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	26.5318	27.8584	29.2515	30.7140	32.2496	33.8622	35.5554	37.3331	39.1998	41.1597
	BIWEEKLY	2122.55	2228.68	2340.12	2457.12	2579.97	2708.97	2844.43	2986.65	3135.99	3292.77
	ANNUAL	55186.21	57945.56	60843.03	63885.19	67079.26	70433.30	73955.16	77652.89	81535.63	85612.08
Library Aide I	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.7612	15.4992	16.2742	17.0880	17.9424	18.8396	19.7509	20.7706	21.8089	22.8995
	BIWEEKLY	1180.90	1239.94	1301.94	1367.04	1435.39	1507.17	1580.07	1661.65	1744.71	1831.96
	ANNUAL	30703.37	32238.35	33850.34	35542.95	37320.22	39186.38	41081.81	43202.78	45362.57	47630.98
Library Aide II	A21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	16.3486	17.1660	18.0243	18.9255	19.8717	20.8653	21.9087	23.0041	24.1543	25.3621
	BIWEEKLY	1307.88	1373.28	1441.95	1514.04	1589.74	1669.23	1752.69	1840.32	1932.35	2028.97
	ANNUAL	34005.00	35705.26	37490.58	39365.02	41333.22	43399.87	45570.06	47848.44	50240.97	52753.16
Library Aide III	A28	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	17.9357	18.8325	19.7741	20.7628	21.8240	22.8910	24.0356	25.2374	26.4993	27.8243
	BIWEEKLY	1434.85	1506.60	1581.93	1661.03	1745.92	1831.28	1922.85	2018.99	2119.94	2225.94
	ANNUAL	37306.21	39171.53	41130.19	43186.65	45393.97	47613.37	49994.02	52493.69	55118.53	57874.49
Library Circulation Supervisor	M14	Lower	Upper								
	Hourly	25.9347	43.6498								
	BIWEEKLY	2074.77	3491.98								
	ANNUAL	53944.12	90791.53								

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Library Director	E06	Lower	Upper								
	Hourly	60.4572	83.1286								
	BIWEEKLY	4836.58	6650.29								
	ANNUAL	125751.03	172907.46								
Library Monitor	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	13.8487	14.5412	15.2683	16.0316	16.8333	17.6750	18.5588	19.4867	20.4609	21.4840
	BIWEEKLY	1107.90	1163.30	1221.46	1282.53	1346.66	1414.00	1484.70	1558.94	1636.87	1718.72
	ANNUAL	28805.39	30245.74	31758.02	33345.82	35013.19	36763.93	38602.30	40532.32	42558.66	44686.62
Library Page - Extra Help		Lower	Upper								
	Hourly	11.7100	13.4200								
	BIWEEKLY	468.40	536.80								
	ANNUAL	12178.40	13956.80								
Library Services Supervisor	M26	Lower	Upper								
	Hourly	30.1103	50.3312								
	BIWEEKLY	2408.83	4026.50								
	ANNUAL	62629.47	104688.94								
Literacy Coordinator	A47	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	21.7080	22.7935	23.9332	25.1297	26.3862	27.7055	29.0908	30.5453	32.0726	33.6762
	BIWEEKLY	1736.64	1823.48	1914.65	2010.38	2110.89	2216.44	2327.26	2443.63	2565.81	2694.10
	ANNUAL	45152.74	47410.55	49781.01	52269.86	54883.25	57627.54	60508.88	63534.28	66710.95	70046.53
Mail Clerk	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	14.7612	15.4992	16.2742	17.0880	17.9424	18.8396	19.7509	20.7706	21.8089	22.8995
	BIWEEKLY	1180.90	1239.94	1301.94	1367.04	1435.39	1507.17	1580.07	1661.65	1744.71	1831.96
	ANNUAL	30703.37	32238.35	33850.34	35542.95	37320.22	39186.38	41081.81	43202.78	45362.57	47630.98
Maintenance Carpenter	BEQ 88	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	22.7158	23.8749	25.0922	26.3722	27.7175	29.1313	30.6173			
	BIWEEKLY	1817.26	1909.99	2007.37	2109.77	2217.40	2330.50	2449.38			
	ANNUAL	47248.83	49659.77	52191.69	54854.10	57652.41	60593.11	63684.00			
Maintenance District Admin.	M29	Lower	Upper								
	Hourly	31.0167	51.7808								
	BIWEEKLY	2481.34	4142.46								
	ANNUAL	64514.77	107704.09								
Maintenance Electrician	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	22.9429	24.1134	25.3431	26.6358	27.9948	29.4224	30.9236			
	BIWEEKLY	1835.43	1929.07	2027.45	2130.86	2239.58	2353.79	2473.89			
	ANNUAL	47721.23	50155.77	52713.66	55402.47	58229.12	61198.61	64321.09			
Maintenance Plumber	BEQ 88	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	22.7158	23.8749	25.0922	26.3722	27.7175	29.1313	30.6173			
	BIWEEKLY	1817.26	1909.99	2007.37	2109.77	2217.40	2330.50	2449.38			
	ANNUAL	47248.83	49659.77	52191.69	54854.10	57652.41	60593.11	63684.00			
Maintenance Services Manager	M85	Lower	Upper								
	Hourly	48.5389	79.8297								
	BIWEEKLY	3883.11	6386.37								
	ANNUAL	100960.97	166045.74								
Maintenance Worker Housing Authority	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	18.9910	19.9596	20.9777	22.0477	23.1723	24.3546	25.5965			
	BIWEEKLY	1519.28	1596.76	1678.22	1763.82	1853.78	1948.37	2047.72			
	ANNUAL	39501.37	41515.87	43633.59	45859.30	48198.40	50657.61	53240.81			
Maintenance Worker Trainee	BAK 45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	14.8084	15.5637	16.3578	17.1922	18.0691	18.9910	19.9596			
	BIWEEKLY	1184.67	1245.09	1308.62	1375.38	1445.53	1519.28	1596.76			
	ANNUAL	30801.53	32372.40	34024.21	35759.76	37583.83	39501.37	41515.87			
Management Accountant/Auditor	M29	Lower	Upper								
	Hourly	31.0167	51.7808								
	BIWEEKLY	2481.34	4142.46								
	ANNUAL	64514.77	107704.09								
Management Analyst I	M14	Lower	Upper								
	Hourly	25.9347	43.6498								
	BIWEEKLY	2074.77	3491.98								
	ANNUAL	53944.12	90791.53								
Management Analyst II	M22	Lower	Upper								
	Hourly	28.5110	47.7718								
	BIWEEKLY	2280.88	3821.75								
	ANNUAL	59302.92	99365.42								

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Management Analyst III	M29	Lower	Upper										
	Hourly	31.0167	51.7808										
	BIWEEKLY	2481.34	4142.46										
	ANNUAL	64514.77	107704.09										
Mayor	BIWEEKLY	1701.01											
	ANNUAL	20412.08											
Media & Community Rel Manager	M67	Lower	Upper										
	Hourly	48.9942	74.2335										
	BIWEEKLY	3919.54	5938.68										
	ANNUAL	101907.95	154405.63										
Meter Reader	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	18.9910	19.9596	20.9777	22.0477	23.1723	24.3546	25.5965					
	BIWEEKLY	1519.28	1596.76	1678.22	1763.82	1853.78	1948.37	2047.72					
	ANNUAL	39501.37	41515.87	43633.59	45859.30	48198.40	50657.61	53240.81					
Meter Repair Worker	BDK 75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	19.9596	20.9777	22.0477	23.1723	24.3546	25.5965	26.9021					
	BIWEEKLY	1596.76	1678.22	1763.82	1853.78	1948.37	2047.72	2152.17					
	ANNUAL	41515.87	43633.59	45859.30	48198.40	50657.61	53240.81	55956.46					
Missing Persons Specalist	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	19.0395	19.9916	20.9911	22.0407	23.1428	24.2999	25.5149	26.7906	28.1303	29.5368		
	BIWEEKLY	1523.16	1599.33	1679.29	1763.25	1851.42	1943.99	2041.19	2143.25	2250.42	2362.94		
	ANNUAL	39602.21	41582.51	43661.47	45844.59	48136.98	50543.73	53070.98	55724.46	58510.97	61436.44		
MRF Dispatcher	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	19.7617	20.7700	21.8292	22.9429	24.1134	25.3431	26.6358					
	BIWEEKLY	1580.93	1661.60	1746.33	1835.43	1929.07	2027.45	2130.86					
	ANNUAL	41104.27	43201.65	45404.64	47721.23	50155.77	52713.66	55402.47					
MRF Machinery Operator	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	20.7700	21.8292	22.9429	24.1134	25.3431	26.6358	27.9948					
	BIWEEKLY	1661.60	1746.33	1835.43	1929.07	2027.45	2130.86	2239.58					
	ANNUAL	43201.65	45404.64	47721.23	50155.77	52713.66	55402.47	58229.12					
MRF Manager	M36	Lower	Upper										
	Hourly	32.8917	54.7810										
	BIWEEKLY	2631.34	4382.48										
	ANNUAL	68414.79	113944.51										
MRF Mechanic	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	22.9429	24.1134	25.3431	26.6358	27.9948	29.4224	30.9236					
	BIWEEKLY	1835.43	1929.07	2027.45	2130.86	2239.58	2353.79	2473.89					
	ANNUAL	47721.23	50155.77	52713.66	55402.47	58229.12	61198.61	64321.09					
Network Services Coordinator	M14	Lower	Upper										
	Hourly	25.9347	43.6498										
	BIWEEKLY	2074.77	3491.98										
	ANNUAL	53944.12	90791.53										
Office Assistant I	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	13.1739	13.8326	14.5242	15.2504	16.0129	16.8136	17.6543	18.5370	19.4638	20.4371	22.7754	23.9142
	BIWEEKLY	1053.91	1106.61	1161.94	1220.03	1281.03	1345.09	1412.34	1482.96	1557.11	1634.97	1822.03	1913.14
	ANNUAL	27401.74	28771.87	30210.31	31720.89	33306.79	34972.24	36720.86	38556.90	40484.80	42509.23	47372.82	49741.57
Office Assistant I (C)	C10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	13.9821	14.6813	15.4153	16.1861	16.9954	17.8451	18.7374	19.6743	20.6580	21.6909	22.7754	23.9142
	BIWEEKLY	1118.57	1174.50	1233.22	1294.89	1359.63	1427.61	1498.99	1573.94	1652.64	1735.27	1822.03	1913.14
	ANNUAL	29082.86	30537.09	32063.81	33667.14	35350.33	37117.91	38973.78	40922.49	42968.59	45117.04	47372.82	49741.57
Office Assistant II	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	14.7612	15.4992	16.2742	17.0880	17.9424	18.8396	19.7509	20.7706	21.8089	22.8995		
	BIWEEKLY	1180.90	1239.94	1301.94	1367.04	1435.39	1507.17	1580.07	1661.65	1744.71	1831.96		
	ANNUAL	30703.37	32238.35	33850.34	35542.95	37320.22	39186.38	41081.81	43202.78	45362.57	47630.98		
Office Assistant II (C)	C20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	15.6669	16.4502	17.2726	18.1363	19.0432	19.9952	20.9951	22.0448	23.1470	24.3045	25.5197	26.7956
	BIWEEKLY	1253.35	1316.01	1381.81	1450.90	1523.45	1599.62	1679.61	1763.59	1851.76	1944.36	2041.57	2143.65
	ANNUAL	32587.08	34216.38	35927.04	37723.41	39609.79	41590.10	43669.73	45853.24	48145.82	50553.30	53080.89	55734.86
Operations Manager	M32	Lower	Upper										
	Hourly	31.5995	52.7138										
	BIWEEKLY	2527.96	4217.11										
	ANNUAL	65727.06	109644.79										
Outreach/Education Specialist	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	24.0974	25.3023	26.5673	27.8958	29.2905	30.7550	32.2929	33.9075	35.6029	37.3830		
	BIWEEKLY	1927.79	2024.19	2125.39	2231.66	2343.24	2460.40	2583.43	2712.60	2848.23	2990.64		
	ANNUAL	50122.59	52628.83	55260.04	58023.21	60924.29	63970.48	67169.22	70527.50	74054.02	77756.64		

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Paralegal	C75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		26.1474	27.4548	28.8275	30.2690	31.7823	33.3715	35.0400	36.7921	38.6317	40.5632	42.5914	44.7210
BIWEEKLY		2091.79	2196.38	2306.20	2421.52	2542.59	2669.72	2803.20	2943.37	3090.54	3245.06	3407.31	3577.68
ANNUAL		54386.67	57105.99	59961.22	62959.48	66107.28	69412.62	72883.30	76527.53	80353.97	84371.50	88590.06	93019.62
Parks Maintenance Supervisor	M14	Lower	Upper										
Hourly		25.9347	43.6498										
BIWEEKLY		2074.77	3491.98										
ANNUAL		53944.12	90791.53										
Parks Manager	M44	Lower	Upper										
Hourly		35.2972	58.6302										
BIWEEKLY		2823.78	4690.41										
ANNUAL		73418.25	121950.78										
Performing Arts Center Manager	M48	Lower	Upper										
Hourly		36.2536	60.1595										
BIWEEKLY		2900.29	4812.76										
ANNUAL		75407.43	125131.69										
Permit Coordinator	M29	Lower	Upper										
Hourly		31.0167	51.7808										
BIWEEKLY		2481.34	4142.46										
ANNUAL		64514.77	107704.09										
Permit Technician	A55	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		23.2539	24.4166	25.6373	26.9191	28.2651	29.6782	31.1621	32.7203	34.3563	36.0741		
BIWEEKLY		1860.31	1953.32	2050.98	2153.53	2261.21	2374.26	2492.97	2617.62	2748.50	2885.93		
ANNUAL		48368.02	50786.44	53325.57	55991.78	58791.45	61730.71	64817.21	68058.17	71461.00	75034.20		
Plan Check Engineer	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		36.1292	37.9358	39.8325	41.8242	43.9155	46.1111	48.4167	50.8376	53.3795	56.0484		
BIWEEKLY		2890.34	3034.87	3186.60	3345.93	3513.24	3688.89	3873.34	4067.01	4270.36	4483.87		
ANNUAL		75148.77	78906.55	82851.66	86994.30	91344.22	95911.17	100706.84	105742.24	111029.27	116580.65		
Planning & Envirn Svcs Mngr	M81	Lower	Upper										
Hourly		45.0148	74.1777										
BIWEEKLY		3601.18	5934.22										
ANNUAL		93630.74	154289.64										
Plans Examiner I	A66	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		24.6218	25.8529	27.1456	28.5029	29.9279	31.4244	32.9957	34.6453	36.3777	38.1967		
BIWEEKLY		1969.74	2068.23	2171.65	2280.23	2394.23	2513.95	2639.65	2771.63	2910.22	3055.73		
ANNUAL		51213.30	53774.07	56462.78	59285.99	62250.08	65362.68	68631.00	72062.27	75665.59	79449.04		
Plans Examiner II	A81	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		27.3576	28.7255	30.1617	31.6699	33.2533	34.9160	36.6619	38.4950	40.4197	42.4408		
BIWEEKLY		2188.61	2298.04	2412.94	2533.59	2660.27	2793.28	2932.95	3079.60	3233.58	3395.26		
ANNUAL		56903.86	59749.14	62736.35	65873.35	69166.92	72625.34	76256.67	80069.61	84073.07	88276.81		
Police Call Taker	A19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		15.8722	16.6659	17.4991	18.3741	19.2928	20.2574	21.2704	22.3338	23.4506	24.6231		
BIWEEKLY		1269.78	1333.27	1399.93	1469.93	1543.42	1620.59	1701.63	1786.71	1876.05	1969.85		
ANNUAL		33014.22	34665.03	36398.17	38218.08	40129.00	42135.40	44242.36	46454.34	48777.28	51216.06		
Police Chief	E11	Lower	Upper										
Hourly		85.8090	117.9874										
BIWEEKLY		6864.72	9438.99										
ANNUAL		178482.65	245413.78										
Police Commander	PS5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8				
Hourly		60.5273	63.6150	66.8597	70.2703	73.8549	77.6215	81.5026	85.5782				
BIWEEKLY		4842.18	5089.20	5348.77	5621.62	5908.39	6209.72	6520.21	6846.26				
ANNUAL		125896.70	132319.29	139068.12	146162.15	153618.16	161452.75	169525.50	178002.67				
Police Financial/Grants Mngr	M62	Lower	Upper										
Hourly		39.8778	68.9985										
BIWEEKLY		3190.22	5519.88										
ANNUAL		82945.83	143516.87										
Police Officer I	P91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
Hourly		34.9342	36.7162	38.5890	40.5577	42.6264	44.8011						
BIWEEKLY		2794.7385	2937.2952	3087.1238	3244.6136	3410.1126	3584.0844						
ANNUAL		72663.201	76369.675	80265.219	84359.955	88662.926	93186.193						
Police Officer II	P91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
Hourly		34.9342	36.7162	38.5890	40.5577	42.6264	44.8011						
BIWEEKLY		2794.7385	2937.2952	3087.1238	3244.6136	3410.1126	3584.0844						
ANNUAL		72663.201	76369.675	80265.219	84359.955	88662.926	93186.193						

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Police Officer III	P99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	38.5906	40.5577	42.6264	44.8011	47.0855	49.4879				
	BIWEEKLY	3087.25	3244.61	3410.11	3584.08	3766.84	3959.03				
	ANNUAL	80268.45	84359.95	88662.93	93186.19	97937.85	102934.74				
Police Records Manager	M40	Lower	Upper								
	Hourly	34.2363	56.9328								
	BIWEEKLY	2738.91	4554.62								
	ANNUAL	71211.58	118420.16								
Police Records Supervisor	M11	Lower	Upper								
	Hourly	25.2126	42.4941								
	BIWEEKLY	2017.01	3399.53								
	ANNUAL	52442.29	88387.72								
Police Records Technician I	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	13.8487	14.5412	15.2683	16.0316	16.8333	17.6750	18.5588	19.4867	20.4609	21.4840
	BIWEEKLY	1107.90	1163.30	1221.46	1282.53	1346.66	1414.00	1484.70	1558.94	1636.87	1718.72
	ANNUAL	28805.39	30245.74	31758.02	33345.82	35013.19	36763.93	38602.30	40532.32	42558.66	44686.62
Police Records Technician II	A17	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	15.4359	16.2078	17.0180	17.8690	18.7624	19.7005	20.6854	21.7197	22.8058	23.9460
	BIWEEKLY	1234.87	1296.62	1361.44	1429.52	1500.99	1576.04	1654.83	1737.57	1824.46	1915.68
	ANNUAL	32106.60	33712.22	35397.41	37167.46	39025.77	40977.01	43025.62	45176.93	47436.01	49807.74
Police Records Technician III	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	17.0229	17.8742	18.7679	19.7063	20.6917	21.7263	22.8125	23.9532	25.1509	26.4084
	BIWEEKLY	1361.83	1429.93	1501.43	1576.50	1655.34	1738.10	1825.00	1916.25	2012.07	2112.67
	ANNUAL	35407.59	37178.28	39037.23	40989.10	43038.78	45190.72	47450.01	49822.59	52313.78	54929.50
Police Sergeant	P06	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
	Hourly	40.5577	42.6264	44.8011	47.0861	49.4882	52.0126	54.6654	57.4544		
	BIWEEKLY	3244.61	3410.11	3584.08	3766.89	3959.05	4161.01	4373.23	4596.35		
	ANNUAL	84359.95	88662.93	93186.19	97939.02	102935.39	108186.30	113704.02	119505.13		
Police Service Officer	P72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	Hourly	30.3134	31.8594	33.4845	35.1925	36.9877	38.8746				
	BIWEEKLY	2425.07	2548.75	2678.76	2815.40	2959.02	3109.97				
	ANNUAL	63051.82	66267.53	69647.76	73200.48	76934.52	80859.13				
Police Word Processor I	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	16.6659	17.4991	18.3741	19.2928	20.2574	21.2704	22.3338	23.4506	24.6231	25.8542
	BIWEEKLY	1333.27	1399.93	1469.93	1543.42	1620.59	1701.63	1786.71	1876.05	1969.85	2068.34
	ANNUAL	34665.03	36398.17	38218.08	40129.00	42135.40	44242.36	46454.34	48777.28	51216.06	53776.83
Police Word Processor II	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	18.2530	19.1656	20.1240	21.1301	22.1866	23.2960	24.4608	25.6839	26.9681	28.3164
	BIWEEKLY	1460.24	1533.25	1609.92	1690.41	1774.93	1863.68	1956.87	2054.71	2157.45	2265.31
	ANNUAL	37966.24	39864.44	41857.90	43950.64	46148.19	48455.65	50878.51	53422.52	56093.62	58898.16
Police Word Processor III	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	19.8403	20.8324	21.8739	22.9676	24.1160	25.3218	26.5879	27.9173	29.3133	30.7789
	BIWEEKLY	1587.23	1666.59	1749.91	1837.41	1929.28	2025.74	2127.03	2233.38	2345.06	2462.31
	ANNUAL	41267.88	43331.35	45497.71	47772.70	50161.20	52669.36	55302.90	58067.98	60971.60	64020.13
Power Production Operator II	BFM 95.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	24.4152	25.6606	26.9698	28.3451	29.7912	31.3106	32.9080			
	BIWEEKLY	1953.21	2052.85	2157.58	2267.61	2383.30	2504.85	2632.64			
	ANNUAL	50783.56	53374.12	56097.12	58957.75	61965.76	65126.11	68448.55			
Principal HR Analyst	M48	Lower	Upper								
	Hourly	36.2536	60.1595								
	BIWEEKLY	2900.29	4812.76								
	ANNUAL	75407.43	125131.69								
Principal Planner	M44	Lower	Upper								
	Hourly	35.2972	58.6302								
	BIWEEKLY	2823.78	4690.41								
	ANNUAL	73418.25	121950.78								
Programmer Analyst	A86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	29.5933	31.0729	32.6265	34.2578	35.9707	37.7693	39.6577	41.6406	43.7225	45.9086
	BIWEEKLY	2367.46	2485.83	2610.12	2740.63	2877.66	3021.54	3172.62	3331.25	3497.80	3672.69
	ANNUAL	61553.98	64631.57	67863.19	71256.27	74819.07	78560.09	82488.02	86612.41	90942.81	95489.82
Project Manager	M40	Lower	Upper								
	Hourly	34.2363	56.9328								
	BIWEEKLY	2738.91	4554.62								
	ANNUAL	71211.58	118420.16								

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Property & Evidence Custodian	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		25.1421	26.3992	27.7192	29.1051	30.5604	32.0884	33.6928	35.3775	37.1465	39.0038
BIWEEKLY		2011.37	2111.94	2217.54	2328.41	2444.83	2567.07	2695.43	2830.20	2971.72	3120.30
ANNUAL		52295.53	54910.40	57655.97	60538.58	63565.68	66743.84	70081.12	73585.15	77264.64	81127.86
Property & Evidence Technician I	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		14.6422	15.3743	16.1429	16.9502	17.7976	18.6875	19.6219	20.6031	21.6332	22.7149
BIWEEKLY		1171.38	1229.94	1291.43	1356.01	1423.81	1495.00	1569.76	1648.25	1730.65	1817.19
ANNUAL		30455.78	31978.45	33577.29	35256.32	37018.95	38870.05	40813.64	42854.41	44997.01	47246.97
Property & Evidence Technician II	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		16.2296	17.0411	17.8931	18.7879	19.7272	20.7137	21.7493	22.8367	23.9785	25.1775
BIWEEKLY		1298.37	1363.29	1431.45	1503.03	1578.18	1657.09	1739.94	1826.93	1918.28	2014.20
ANNUAL		33757.63	35445.57	37217.74	39078.81	41032.59	43084.39	45238.45	47500.29	49875.21	52369.15
Public Information Assistant	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		17.0229	17.8742	18.7679	19.7063	20.6917	21.7263	22.8125	23.9532	25.1509	26.4084
BIWEEKLY		1361.83	1429.93	1501.43	1576.50	1655.34	1738.10	1825.00	1916.25	2012.07	2112.67
ANNUAL		35407.59	37178.28	39037.23	40989.10	43038.78	45190.72	47450.01	49822.59	52313.78	54929.50
Public Safety Comm Manager	M66	Lower	Upper								
Hourly		40.9834	67.7274								
BIWEEKLY		3278.67	5418.20								
ANNUAL		85245.55	140873.07								
Public Safety Dispatcher I	P49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
Hourly		24.6408	25.8976	27.2189	28.6069	30.0665	31.6004				
BIWEEKLY		1971.26	2071.81	2177.51	2288.55	2405.32	2528.03				
ANNUAL		51252.78	53867.04	56615.24	59502.34	62538.23	65728.75				
Public Safety Dispatcher II	P59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
Hourly		27.2189	28.6069	30.0665	31.6004	33.2124	34.9060				
BIWEEKLY		2177.51	2288.55	2405.32	2528.03	2656.99	2792.48				
ANNUAL		56615.24	59502.34	62538.23	65728.75	69081.84	72604.41				
Public Safety Dispatcher III	P76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
Hourly		31.7701	33.3909	35.0944	36.8844	38.7657	40.7431				
BIWEEKLY		2541.61	2671.27	2807.55	2950.75	3101.25	3259.45				
ANNUAL		66081.91	69453.09	72996.34	76719.61	80632.59	84745.63				
Public Safety Info Tech Manager	M62	Lower	Upper								
Hourly		39.8778	68.9985								
BIWEEKLY		3190.22	5519.88								
ANNUAL		82945.83	143516.87								
Public Safety Trainee	X50										
Hourly		26.0000									
BIWEEKLY		2080.00									
ANNUAL		54080.00									
Public Works Director	E14	Lower	Upper								
Hourly		83.4866	114.7942								
BIWEEKLY		6678.93	9183.54								
ANNUAL		173652.10	238771.93								
Purchasing Manager	M62	Lower	Upper								
Hourly		39.8778	68.9985								
BIWEEKLY		3190.22	5519.88								
ANNUAL		82945.83	143516.87								
PW Construction Proj. Mngr	M38	Lower	Upper								
Hourly		33.5904	55.8987								
BIWEEKLY		2687.23	4471.90								
ANNUAL		69867.94	116269.33								
Recreation Supervisor	M19	Lower	Upper								
Hourly		27.4711	46.1080								
BIWEEKLY		2197.69	3688.64								
ANNUAL		57139.97	95904.70								
Rec/Human Svcs Coordinator	A42	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		21.1723	22.2311	23.3425	24.5097	25.7351	27.0219	28.3729	29.7917	31.2812	32.8453
BIWEEKLY		1693.79	1778.49	1867.40	1960.77	2058.81	2161.76	2269.83	2383.33	2502.49	2627.63
ANNUAL		44038.48	46240.70	48552.39	50980.14	53529.03	56205.64	59015.70	61966.63	65064.80	68318.28
Recreation Leader I	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		13.1739	13.8326	14.5242	15.2504	16.0129	16.8136	17.6543	18.5370	19.4638	20.4371
BIWEEKLY		1053.91	1106.61	1161.94	1220.03	1281.03	1345.09	1412.34	1482.96	1557.11	1634.97
ANNUAL		27401.74	28771.87	30210.31	31720.89	33306.79	34972.24	36720.86	38556.90	40484.80	42509.23

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Recreation Leader II	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		14.6422	15.3743	16.1429	16.9502	17.7976	18.6875	19.6219	20.6031	21.6332	22.7149
BIWEEKLY		1171.38	1229.94	1291.43	1356.01	1423.81	1495.00	1569.76	1648.25	1730.65	1817.19
ANNUAL		30455.78	31978.45	33577.29	35256.32	37018.95	38870.05	40813.64	42854.41	44997.01	47246.97
Recreation Leader III	A21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		16.3486	17.1660	18.0243	18.9255	19.8717	20.8653	21.9087	23.0041	24.1543	25.3621
BIWEEKLY		1307.88	1373.28	1441.95	1514.04	1589.74	1669.23	1752.69	1840.32	1932.35	2028.97
ANNUAL		34005.00	35705.26	37490.58	39365.02	41333.22	43399.87	45570.06	47848.44	50240.97	52753.16
Recycling Manager	M36	Lower	Upper								
Hourly		32.8917	54.7810								
BIWEEKLY		2631.34	4382.48								
ANNUAL		68414.79	113944.51								
Recycling Marketing Manager	M36	Lower	Upper								
Hourly		32.8917	54.7810								
BIWEEKLY		2631.34	4382.48								
ANNUAL		68414.79	113944.51								
Rehab Construct Specialist I	BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Hourly		25.8527	27.1712	28.5575	30.0142	31.5450	33.1544	34.8454			
BIWEEKLY		2068.22	2173.70	2284.60	2401.13	2523.60	2652.35	2787.63			
ANNUAL		53773.60	56516.08	59399.65	62429.51	65613.67	68961.21	72478.41			
Rehab Construction Spec II	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Hourly		28.5575	30.0142	31.5450	33.1544	34.8454	36.6229	38.4911			
BIWEEKLY		2284.60	2401.13	2523.60	2652.35	2787.63	2929.83	3079.28			
ANNUAL		59399.65	62429.51	65613.67	68961.21	72478.41	76175.66	80061.39			
Rehab Loan Assistant	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		19.0284	19.9798	20.9789	22.0276	23.1291	24.2857	25.4999	26.7749	28.1135	29.5193
BIWEEKLY		1522.27	1598.38	1678.31	1762.21	1850.33	1942.86	2039.99	2141.99	2249.08	2361.54
ANNUAL		39579.08	41557.90	43636.01	45817.44	48108.55	50514.24	53039.79	55691.79	58476.18	61400.16
Rehab Loan Specialist	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		26.1640	27.4722	28.8457	30.2880	31.8026	33.3921	35.0622	36.8153	38.6561	40.5890
BIWEEKLY		2093.12	2197.77	2307.66	2423.04	2544.21	2671.37	2804.98	2945.22	3092.48	3247.12
ANNUAL		54421.16	57142.11	59999.06	62999.00	66149.37	69455.67	72929.36	76575.76	80404.61	84425.04
Resident Services Assistant	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		23.7855	24.9748	26.2235	27.5347	28.9115	30.3570	31.8748	33.4686	35.1420	36.8991
BIWEEKLY		1902.84	1997.98	2097.88	2202.78	2312.92	2428.56	2549.98	2677.49	2811.36	2951.93
ANNUAL		49473.80	51947.59	54544.85	57272.17	60135.90	63142.63	66299.58	69614.79	73095.27	76750.15
Resident Services Coordinator	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		26.1640	27.4722	28.8457	30.2880	31.8026	33.3921	35.0622	36.8153	38.6561	40.5890
BIWEEKLY		2093.12	2197.77	2307.66	2423.04	2544.21	2671.37	2804.98	2945.22	3092.48	3247.12
ANNUAL		54421.16	57142.11	59999.06	62999.00	66149.37	69455.67	72929.36	76575.76	80404.61	84425.04
Revenue Collection Technician	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		21.4709	22.5444	23.6715	24.8552	26.0980	27.4028	28.7730	30.2117	31.7223	33.3083
BIWEEKLY		1717.67	1803.56	1893.72	1988.41	2087.84	2192.22	2301.84	2416.93	2537.78	2664.66
ANNUAL		44659.47	46892.45	49236.82	51698.72	54283.89	56997.84	59847.79	62840.31	65982.40	69281.27
Sex Registrant Specialist	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly		19.0395	19.9916	20.9911	22.0407	23.1428	24.2999	25.5149	26.7906	28.1303	29.5368
BIWEEKLY		1523.16	1599.33	1679.29	1763.25	1851.42	1943.99	2041.19	2143.25	2250.42	2362.94
ANNUAL		39602.21	41582.51	43661.47	45844.59	48136.98	50543.73	53070.98	55724.46	58510.97	61436.44
Solid Waste Compliance Spec	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Hourly		24.1126	25.3426	26.6348	27.9931	29.4211	30.9213	32.4984			
BIWEEKLY		1929.01	2027.41	2130.78	2239.45	2353.68	2473.70	2599.87			
ANNUAL		50154.25	52712.57	55400.30	58225.66	61195.80	64316.33	67596.57			
Solid Waste Equip. Operator II	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Hourly		19.7617	20.7700	21.8292	22.9429	24.1134	25.3431	26.6358			
BIWEEKLY		1580.93	1661.60	1746.33	1835.43	1929.07	2027.45	2130.86			
ANNUAL		41104.27	43201.65	45404.64	47721.23	50155.77	52713.66	55402.47			
Solid Waste Trans Operator	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Hourly		21.8292	22.9429	24.1134	25.3431	26.6358	27.9948	29.4224			
BIWEEKLY		1746.33	1835.43	1929.07	2027.45	2130.86	2239.58	2353.79			
ANNUAL		45404.64	47721.23	50155.77	52713.66	55402.47	58229.12	61198.61			
Sorter	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Hourly		15.2574	16.0354	16.8534	17.7130	18.6166	19.5665	20.5643			
BIWEEKLY		1220.59	1282.83	1348.28	1417.04	1489.33	1565.32	1645.15			
ANNUAL		31735.31	33353.58	35055.15	36843.08	38722.54	40698.30	42773.82			

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Source Control Inspector II	BGB 100.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
Hourly		25.7246	27.0373	28.4158	29.8659	31.3889	32.9901	34.6730					
BIWEEKLY		2057.97	2162.98	2273.27	2389.27	2511.11	2639.21	2773.84					
ANNUAL		53507.21	56237.57	59104.91	62121.14	65288.85	68619.51	72119.83					
Source Control Technician	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
Hourly		25.3431	26.6358	27.9948	29.4224	30.9236	32.5007	34.1588					
BIWEEKLY		2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.71					
ANNUAL		52713.66	55402.47	58229.12	61198.61	64321.09	67601.55	71050.36					
Special Districts Manager	M62	Lower	Upper										
Hourly		39.8778	68.9985										
BIWEEKLY		3190.22	5519.88										
ANNUAL		82945.83	143516.87										
Sr. Administrative Secretary	A35	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		19.0467	19.9989	20.9990	22.0489	23.1513	24.3089	25.5244	26.8006	28.1407	29.5477		
BIWEEKLY		1523.73	1599.91	1679.92	1763.91	1852.11	1944.72	2041.95	2144.05	2251.25	2363.81		
ANNUAL		39617.06	41597.79	43678.02	45861.78	48154.80	50562.61	53090.71	55745.25	58532.61	61459.15		
Sr. Administrative Secretary (C)	C55	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		20.2153	21.2260	22.2873	23.4016	24.5718	25.8004	27.0905	28.4450	29.8672	31.3605	32.9286	34.5750
BIWEEKLY		1617.22	1698.08	1782.99	1872.13	1965.74	2064.03	2167.24	2275.60	2389.37	2508.84	2634.28	2766.00
ANNUAL		42047.79	44150.15	46357.68	48675.36	51109.24	53664.75	56348.15	59165.50	62123.73	65229.77	68491.40	71915.98
Sr. Animal Safety Officer	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
Hourly		21.8292	22.9429	24.1134	25.3431	26.6358	27.9948	29.4224					
BIWEEKLY		1746.33	1835.43	1929.07	2027.45	2130.86	2239.58	2353.79					
ANNUAL		45404.64	47721.23	50155.77	52713.66	55402.47	58229.12	61198.61					
Sr. Benefits Coordinator	C75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Hourly		26.1474	27.4548	28.8275	30.2690	31.7823	33.3715	35.0400	36.7921	38.6317	40.5632	42.5914	44.7210
BIWEEKLY		2091.79	2196.38	2306.20	2421.52	2542.59	2669.72	2803.20	2943.37	3090.54	3245.06	3407.31	3577.68
ANNUAL		54386.67	57105.99	59961.22	62959.48	66107.28	69412.62	72883.30	76527.53	80353.97	84371.50	88590.06	93019.62
Sr. Civil Engineer	A99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		43.2470	45.4094	47.6798	50.0637	52.5668	55.1952	57.9551	60.8528	63.8955	67.0903		
BIWEEKLY		3459.76	3632.75	3814.38	4005.10	4205.35	4415.61	4636.41	4868.22	5111.64	5367.22		
ANNUAL		89953.72	94451.51	99173.98	104132.58	109338.99	114805.93	120546.55	126573.81	132902.54	139547.82		
Sr. Code Compliance Inspector	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
Hourly		30.0142	31.5450	33.1544	34.8454	36.6229	38.4911	40.4544					
BIWEEKLY		2401.13	2523.60	2652.35	2787.63	2929.83	3079.28	3236.35					
ANNUAL		62429.51	65613.67	68961.21	72478.41	76175.66	80061.39	84145.14					
Sr. Construction Inspector	BIJ 124.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
Hourly		32.6636	34.3296	36.0806	37.9213	39.8554	41.8886	44.0253					
BIWEEKLY		2613.09	2746.36	2886.44	3033.71	3188.43	3351.09	3522.02					
ANNUAL		67940.22	71405.48	75047.55	78876.37	82899.31	87128.26	91572.53					
Sr. Custodian	BBQ 58	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
Hourly		16.8534	17.7130	18.6166	19.5665	20.5643	21.6131	22.7158					
BIWEEKLY		1348.28	1417.04	1489.33	1565.32	1645.15	1729.04	1817.26					
ANNUAL		35055.15	36843.08	38722.54	40698.30	42773.82	44955.17	47248.83					
Sr. Customer Service Rep	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		17.8165	18.7073	19.6427	20.6248	21.6560	22.7389	23.8760	25.0697	26.3231	27.6392		
BIWEEKLY		1425.32	1496.58	1571.41	1649.98	1732.48	1819.11	1910.08	2005.57	2105.85	2211.14		
ANNUAL		37058.41	38911.20	40856.71	42899.60	45044.54	47296.83	49661.99	52144.90	54752.13	57489.63		
Sr. Engr Technician	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		26.5071	27.8323	29.2241	30.6853	32.2196	33.8305	35.5222	37.2982	39.1633	41.1214		
BIWEEKLY		2120.57	2226.59	2337.93	2454.82	2577.56	2706.44	2841.78	2983.86	3133.06	3289.71		
ANNUAL		55134.87	57891.25	60786.17	63825.37	67016.68	70367.53	73886.21	77580.34	81459.68	85532.52		
Sr. Engr Tech/Survey Chief	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
Hourly		26.5071	27.8323	29.2241	30.6853	32.2196	33.8305	35.5222	37.2982	39.1633	41.1214		
BIWEEKLY		2120.57	2226.59	2337.93	2454.82	2577.56	2706.44	2841.78	2983.86	3133.06	3289.71		
ANNUAL		55134.87	57891.25	60786.17	63825.37	67016.68	70367.53	73886.21	77580.34	81459.68	85532.52		
Sr. Facilities Maint Worker	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
Hourly		25.3431	26.6358	27.9948	29.4224	30.9236	32.5007	34.1588					
BIWEEKLY		2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.71					
ANNUAL		52713.66	55402.47	58229.12	61198.61	64321.09	67601.55	71050.36					
Sr. Fleet Services Mechanic	BGV 109	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
Hourly		27.9948	29.4224	30.9236	32.5007	34.1588	35.9013	37.7327					
BIWEEKLY		2239.58	2353.79	2473.89	2600.06	2732.71	2872.10	3018.62					
ANNUAL		58229.12	61198.61	64321.09	67601.55	71050.36	74674.69	78484.03					

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Sr. Groundworker	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	20.9777	22.0477	23.1723	24.3546	25.5965	26.9021	28.2745					
	BIWEEKLY	1678.22	1763.82	1853.78	1948.37	2047.72	2152.17	2261.96					
	ANNUAL	43633.59	45859.30	48198.40	50657.61	53240.81	55956.46	58811.03					
Sr. Housing Maint. Worker	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	23.6380	24.8439	26.1115	27.4429	28.8429	30.3147	31.8606					
	BIWEEKLY	1891.04	1987.51	2088.92	2195.44	2307.43	2425.17	2548.85					
	ANNUAL	49167.02	51675.35	54312.01	57081.32	59993.24	63054.48	66270.02					
Sr. Housing Specialist	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	26.1640	27.4722	28.8457	30.2880	31.8026	33.3921	35.0622	36.8153	38.6561	40.5890		
	BIWEEKLY	2093.12	2197.77	2307.66	2423.04	2544.21	2671.37	2804.98	2945.22	3092.48	3247.12		
	ANNUAL	54421.16	57142.11	59999.06	62999.00	66149.37	69455.67	72929.36	76575.76	80404.61	84425.04		
Sr. H.R. Analyst	M29	Lower	Upper										
	Hourly	31.0167	51.7808										
	BIWEEKLY	2481.34	4142.46										
	ANNUAL	64514.77	107704.09										
Sr. H. R. Coordinator	C75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	26.1474	27.4548	28.8275	30.2690	31.7823	33.3715	35.0400	36.7921	38.6317	40.5632	42.5914	44.7210
	BIWEEKLY	2091.79	2196.38	2306.20	2421.52	2542.59	2669.72	2803.20	2943.37	3090.54	3245.06	3407.31	3577.68
	ANNUAL	54386.67	57105.99	59961.22	62959.48	66107.28	69412.62	72883.30	76527.53	80353.97	84371.50	88590.06	93019.62
Sr. Meter Reader	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	20.9777	22.0477	23.1723	24.3546	25.5965	26.9021	28.2745					
	BIWEEKLY	1678.22	1763.82	1853.78	1948.37	2047.72	2152.17	2261.96					
	ANNUAL	43633.59	45859.30	48198.40	50657.61	53240.81	55956.46	58811.03					
Sr. Meter Repair Worker	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	22.0477	23.1723	24.3546	25.5965	26.9021	28.2745	29.7168					
	BIWEEKLY	1763.82	1853.78	1948.37	2047.72	2152.17	2261.96	2377.35					
	ANNUAL	45859.30	48198.40	50657.61	53240.81	55956.46	58811.03	61811.03					
Sr. Planner	M32	Lower	Upper										
	Hourly	31.5995	52.7138										
	BIWEEKLY	2527.96	4217.11										
	ANNUAL	65727.06	109644.79										
Sr. Plans Examiner	A87	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	30.0931	31.5978	33.1777	34.8366	36.5785	38.4073	40.3276	42.3441	44.4613	46.6843		
	BIWEEKLY	2407.44	2527.82	2654.22	2786.93	2926.28	3072.58	3226.21	3387.53	3556.90	3734.74		
	ANNUAL	62593.56	65723.35	69009.71	72460.07	76083.33	79887.15	83881.49	88075.68	92479.48	97103.30		
Sr. Police Service Officer	P77	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
	Hourly	33.3444	35.0452	36.8329	38.7119	40.6866	42.7617						
	BIWEEKLY	2667.55	2803.62	2946.63	3096.96	3254.93	3420.94						
	ANNUAL	69356.40	72894.05	76612.37	80520.83	84628.06	88944.38						
Sr. Street Maint Worker	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	22.2682	23.4040	24.5978	25.8527	27.1712	28.5575	30.0142					
	BIWEEKLY	1781.46	1872.32	1967.82	2068.22	2173.70	2284.60	2401.13					
	ANNUAL	46317.86	48680.33	51163.34	53773.60	56516.08	59399.65	62429.51					
Sr. Traffic Service Assistant	A16	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	17.5499	18.4273	19.3487	20.3161	21.3319	22.3985	23.5183	24.6943	25.9290	27.2255		
	BIWEEKLY	1403.99	1474.19	1547.89	1625.28	1706.55	1791.88	1881.47	1975.54	2074.32	2178.04		
	ANNUAL	36503.83	38328.83	40245.27	42257.39	44370.29	46588.85	48918.16	51364.15	53932.34	56629.11		
Sr. Tree Trimmer	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	22.2682	23.4040	24.5978	25.8527	27.1712	28.5575	30.0142					
	BIWEEKLY	1781.46	1872.32	1967.82	2068.22	2173.70	2284.60	2401.13					
	ANNUAL	46317.86	48680.33	51163.34	53773.60	56516.08	59399.65	62429.51					
Sr. Wastewater Collect Operator	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	22.2682	23.4040	24.5978	25.8527	27.1712	28.5575	30.0142					
	BIWEEKLY	1781.46	1872.32	1967.82	2068.22	2173.70	2284.60	2401.13					
	ANNUAL	46317.86	48680.33	51163.34	53773.60	56516.08	59399.65	62429.51					
Sr. Wastewater Envir Specialist	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	30.0142	31.5450	33.1544	34.8454	36.6229	38.4911	40.4544					
	BIWEEKLY	2401.13	2523.60	2652.35	2787.63	2929.83	3079.28	3236.35					
	ANNUAL	62429.51	65613.67	68961.21	72478.41	76175.66	80061.39	84145.14					
Sr. Wastewater Mechanic	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	26.6358	27.9948	29.4224	30.9236	32.5007	34.1588	35.9013					
	BIWEEKLY	2130.86	2239.58	2353.79	2473.89	2600.06	2732.71	2872.10					
	ANNUAL	55402.47	58229.12	61198.61	64321.09	67601.55	71050.36	74674.69					

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Sr. Wastewater Operator	BGN 105.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	26.9698	28.3451	29.7912	31.3106	32.9080	34.5865	36.3508
	BIWEEKLY	2157.58	2267.61	2383.30	2504.85	2632.64	2766.92	2908.07
	ANNUAL	56097.12	58957.75	61965.76	65126.11	68448.55	71940.00	75609.76
Sr. Water Distribution Operator	BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	25.8527	27.1712	28.5575	30.0142	31.5450	33.1544	34.8454
	BIWEEKLY	2068.22	2173.70	2284.60	2401.13	2523.60	2652.35	2787.63
	ANNUAL	53773.60	56516.08	59399.65	62429.51	65613.67	68961.21	72478.41
Sr. Water Treatment Operator	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	27.1712	28.5575	30.0142	31.5450	33.1544	34.8454	36.6229
	BIWEEKLY	2173.70	2284.60	2401.13	2523.60	2652.35	2787.63	2929.83
	ANNUAL	56516.08	59399.65	62429.51	65613.67	68961.21	72478.41	76175.66
Street Maintenance Worker I	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	17.2773	18.1586	19.0849	20.0581	21.0815	22.1566	23.2870
	BIWEEKLY	1382.18	1452.69	1526.79	1604.65	1686.52	1772.53	1862.96
	ANNUAL	35936.78	37769.93	39696.57	41720.81	43849.56	46085.66	48436.88
Street Maintenance Worker II	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	18.8028	19.7617	20.7700	21.8292	22.9429	24.1134	25.3431
	BIWEEKLY	1504.23	1580.93	1661.60	1746.33	1835.43	1929.07	2027.45
	ANNUAL	39109.90	41104.27	43201.65	45404.64	47721.23	50155.77	52713.66
Streets Manager	M44	Lower	Upper					
	Hourly	35.2972	58.6302					
	BIWEEKLY	2823.78	4690.41					
	ANNUAL	73418.25	121950.78					
Supervising Building Inspector	M40	Lower	Upper					
	Hourly	34.2363	56.9328					
	BIWEEKLY	2738.91	4554.62					
	ANNUAL	71211.58	118420.16					
Supervising Civil Engineer	M83	Lower	Upper					
	Hourly	46.5185	76.5867					
	BIWEEKLY	3721.48	6126.93					
	ANNUAL	96758.42	159300.24					
Systems Administrator	M62	Lower	Upper					
	Hourly	39.8778	68.9985					
	BIWEEKLY	3190.22	5519.88					
	ANNUAL	82945.83	143516.87					
Systems Analyst I	M29	Lower	Upper					
	Hourly	31.0167	51.7808					
	BIWEEKLY	2481.34	4142.46					
	ANNUAL	64514.77	107704.09					
Systems Analyst II	M40	Lower	Upper					
	Hourly	34.2363	56.9328					
	BIWEEKLY	2738.91	4554.62					
	ANNUAL	71211.58	118420.16					
Systems Analyst III	M51	Lower	Upper					
	Hourly	37.0599	61.4539					
	BIWEEKLY	2964.79	4916.31					
	ANNUAL	77084.55	127824.18					
Tech. Servcs/Water Qual Mngr	M62	Lower	Upper					
	Hourly	39.8778	68.9985					
	BIWEEKLY	3190.22	5519.88					
	ANNUAL	82945.83	143516.87					
Tire Repairer	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	17.6244	18.5234	19.4685	20.4614	21.5052	22.6022	23.7550
	BIWEEKLY	1409.95	1481.87	1557.48	1636.92	1720.41	1808.17	1900.40
	ANNUAL	36658.70	38528.64	40494.45	42559.80	44730.76	47012.51	49410.48
Traffic Engineer	M59	Lower	Upper					
	Hourly	39.0005	52.0006					
	BIWEEKLY	3120.04	4160.05					
	ANNUAL	81121.12	108161.35					
Traffic Safety Maint Wkr	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	18.8028	19.7617	20.7700	21.8292	22.9429	24.1134	25.3431
	BIWEEKLY	1504.23	1580.93	1661.60	1746.33	1835.43	1929.07	2027.45
	ANNUAL	39109.90	41104.27	43201.65	45404.64	47721.23	50155.77	52713.66

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Traffic Service Assistant I	A13	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	13.8734	14.5670	15.2954	16.0602	16.8633	17.7064	18.5917	19.5214	20.4974	21.5223
	BIWEEKLY	1109.87	1165.36	1223.63	1284.82	1349.06	1416.51	1487.34	1561.71	1639.79	1721.78
	ANNUAL	28856.73	30299.42	31814.45	33405.23	35075.56	36829.28	38670.83	40604.45	42634.61	44766.40
Traffic Service Assistant II	A18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	15.2607	16.0237	16.8249	17.6661	18.5495	19.4770	20.4508	21.4734	22.5470	23.6744
	BIWEEKLY	1220.86	1281.90	1345.99	1413.29	1483.96	1558.16	1636.06	1717.88	1803.76	1893.95
	ANNUAL	31742.32	33329.28	34995.79	36745.48	38582.99	40512.16	42537.66	44664.77	46897.76	49242.76
Traffic Signal Repairer I	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	20.7700	21.8292	22.9429	24.1134	25.3431	26.6358	27.9948			
	BIWEEKLY	1661.60	1746.33	1835.43	1929.07	2027.45	2130.86	2239.58			
	ANNUAL	43201.65	45404.64	47721.23	50155.77	52713.66	55402.47	58229.12			
Traffic Signal Repairer II	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	22.9429	24.1134	25.3431	26.6358	27.9948	29.4224	30.9236			
	BIWEEKLY	1835.43	1929.07	2027.45	2130.86	2239.58	2353.79	2473.89			
	ANNUAL	47721.23	50155.77	52713.66	55402.47	58229.12	61198.61	64321.09			
Traffic Signal Technician	BHE 112	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	28.2773	29.7197	31.2357	32.8292	34.5038	36.2639	38.1137			
	BIWEEKLY	2262.19	2377.57	2498.86	2626.34	2760.31	2901.11	3049.10			
	ANNUAL	58816.87	61816.87	64970.30	68284.73	71767.96	75428.85	79276.50			
Transport Operator	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.3431	26.6358	27.9948	29.4224	30.9236	32.5007	34.1588			
	BIWEEKLY	2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.71			
	ANNUAL	52713.66	55402.47	58229.12	61198.61	64321.09	67601.55	71050.36			
Transportation Planner	M44	Lower	Upper								
	Hourly	35.2972	58.6302								
	BIWEEKLY	2823.78	4690.41								
	ANNUAL	73418.25	121950.78								
Transportation Services Manager	M87	Lower	Upper								
	Hourly	49.5320	81.4052								
	BIWEEKLY	3962.56	6512.41								
	ANNUAL	103026.53	169322.74								
Treasury Supervisor	M11	Lower	Upper								
	Hourly	25.2126	42.4941								
	BIWEEKLY	2017.01	3399.53								
	ANNUAL	52442.29	88387.72								
Treatment Plant Electrician	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	25.3431	26.6358	27.9948	29.4224	30.9236	32.5007	34.1588			
	BIWEEKLY	2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.71			
	ANNUAL	52713.66	55402.47	58229.12	61198.61	64321.09	67601.55	71050.36			
Tree Trimmer I	BCM 66	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	18.2497	19.1807	20.1591	21.1874	22.2682	23.4040	24.5978			
	BIWEEKLY	1459.97	1534.46	1612.73	1694.99	1781.46	1872.32	1967.82			
	ANNUAL	37959.29	39895.88	41930.93	44069.86	46317.86	48680.33	51163.34			
Tree Trimmer II	BDO 76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
	Hourly	20.1591	21.1874	22.2682	23.4040	24.5978	25.8527	27.1712			
	BIWEEKLY	1612.73	1694.99	1781.46	1872.32	1967.82	2068.22	2173.70			
	ANNUAL	41930.93	44069.86	46317.86	48680.33	51163.34	53773.60	56516.08			
Utilities Finance Officer	M62	Lower	Upper								
	Hourly	39.8778	68.9985								
	BIWEEKLY	3190.22	5519.88								
	ANNUAL	82945.83	143516.87								
Utility Supervisor	M19	Lower	Upper								
	Hourly	27.4711	46.1080								
	BIWEEKLY	2197.69	3688.64								
	ANNUAL	57139.97	95904.70								
Victim Services Specialist	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	23.7855	24.9748	26.2235	27.5347	28.9115	30.3570	31.8748	33.4686	35.1420	36.8991
	BIWEEKLY	1902.84	1997.98	2097.88	2202.78	2312.92	2428.56	2549.98	2677.49	2811.36	2951.93
	ANNUAL	49473.80	51947.59	54544.85	57272.17	60135.90	63142.63	66299.58	69614.79	73095.27	76750.15
Video Technician	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	17.0229	17.8742	18.7679	19.7063	20.6917	21.7263	22.8125	23.9532	25.1509	26.4084
	BIWEEKLY	1361.83	1429.93	1501.43	1576.50	1655.34	1738.10	1825.00	1916.25	2012.07	2112.67
	ANNUAL	35407.59	37178.28	39037.23	40989.10	43038.78	45190.72	47450.01	49822.59	52313.78	54929.50

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Wastewater Collect Operator I	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	18.8028	19.7617	20.7700	21.8292	22.9429	24.1134	25.3431
	BIWEEKLY	1504.23	1580.93	1661.60	1746.33	1835.43	1929.07	2027.45
	ANNUAL	39109.90	41104.27	43201.65	45404.64	47721.23	50155.77	52713.66
Wastewater Collect Operator II	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	20.7700	21.8292	22.9429	24.1134	25.3431	26.6358	27.9948
	BIWEEKLY	1661.60	1746.33	1835.43	1929.07	2027.45	2130.86	2239.58
	ANNUAL	43201.65	45404.64	47721.23	50155.77	52713.66	55402.47	58229.12
W.W. Collections Supervisor	M19	Lower	Upper					
	Hourly	27.4711	46.1080					
	BIWEEKLY	2197.69	3688.64					
	ANNUAL	57139.97	95904.70					
Wastewater Division Manager	M87	Lower	Upper					
	Hourly	49.5320	81.4052					
	BIWEEKLY	3962.56	6512.41					
	ANNUAL	103026.53	169322.74					
W.W. Environmental Spec	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	28.5575	30.0142	31.5450	33.1544	34.8454	36.6229	38.4911
	BIWEEKLY	2284.60	2401.13	2523.60	2652.35	2787.63	2929.83	3079.28
	ANNUAL	59399.65	62429.51	65613.67	68961.21	72478.41	76175.66	80061.39
W.W. Maintenance Manager	M32	Lower	Upper					
	Hourly	31.5995	52.7138					
	BIWEEKLY	2527.96	4217.11					
	ANNUAL	65727.06	109644.79					
W.W. Maintenance Supervisor	M19	Lower	Upper					
	Hourly	27.4711	46.1080					
	BIWEEKLY	2197.69	3688.64					
	ANNUAL	57139.97	95904.70					
Wastewater Mechanic I	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	22.9429	24.1134	25.3431	26.6358	27.9948	29.4224	30.9236
	BIWEEKLY	1835.43	1929.07	2027.45	2130.86	2239.58	2353.79	2473.89
	ANNUAL	47721.23	50155.77	52713.66	55402.47	58229.12	61198.61	64321.09
Wastewater Mechanic II	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	25.3431	26.6358	27.9948	29.4224	30.9236	32.5007	34.1588
	BIWEEKLY	2027.45	2130.86	2239.58	2353.79	2473.89	2600.06	2732.71
	ANNUAL	52713.66	55402.47	58229.12	61198.61	64321.09	67601.55	71050.36
W.W. Operations Mgr/Chief Operator	M62	Lower	Upper					
	Hourly	39.8778	68.9985					
	BIWEEKLY	3190.22	5519.88					
	ANNUAL	82945.83	143516.87					
Wastewater Operator I	BEE 82	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	21.3993	22.4908	23.6380	24.8439	26.1112	27.4429	28.8429
	BIWEEKLY	1711.94	1799.27	1891.04	1987.51	2088.90	2195.44	2307.43
	ANNUAL	44510.46	46780.96	49167.02	51675.35	54311.36	57081.32	59993.24
Wastewater Operator II	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	23.6380	24.8439	26.1115	27.4429	28.8429	30.3147	31.8606
	BIWEEKLY	1891.04	1987.51	2088.92	2195.44	2307.43	2425.17	2548.85
	ANNUAL	49167.02	51675.35	54312.01	57081.32	59993.24	63054.48	66270.02
Wastewater Operator III	BFQ 97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	24.8436	26.1108	27.4432	28.8425	30.3141	31.8607	33.4852
	BIWEEKLY	1987.49	2088.87	2195.45	2307.40	2425.13	2548.86	2678.81
	ANNUAL	51674.70	54310.49	57081.75	59992.38	63053.40	66270.23	69649.15
W.W.Operator in Training	BCO 67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	18.4320	19.3726	20.3608	21.3993	22.4908	23.6380	24.8439
	BIWEEKLY	1474.56	1549.80	1628.87	1711.94	1799.27	1891.04	1987.51
	ANNUAL	38338.64	40294.93	42350.54	44510.46	46780.96	49167.02	51675.35
Water Cons./Outreach Coord	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	29.5698	31.0781	32.6636	34.3296	36.0806	37.9213	39.8554
	BIWEEKLY	2365.59	2486.25	2613.09	2746.36	2886.44	3033.71	3188.43
	ANNUAL	61505.25	64642.45	67940.22	71405.48	75047.55	78876.37	82899.31
Water Conserv/Outreach Tech	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hourly	17.2773	18.1586	19.0849	20.0581	21.0815	22.1566	23.2870
	BIWEEKLY	1382.18	1452.69	1526.79	1604.65	1686.52	1772.53	1862.96
	ANNUAL	35936.78	37769.93	39696.57	41720.81	43849.56	46085.66	48436.88

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Water Distribution Operator I	BDK 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	19.9596	20.9777	22.0477	23.1723	24.3546	25.5965	26.9021					
	BIWEEKLY	1596.76	1678.22	1763.82	1853.78	1948.37	2047.72	2152.17					
	ANNUAL	41515.87	43633.59	45859.30	48198.40	50657.61	53240.81	55956.46					
Water Distribution Operator II	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	22.0477	23.1723	24.3546	25.5965	26.9021	28.2745	29.7168					
	BIWEEKLY	1763.82	1853.78	1948.37	2047.72	2152.17	2261.96	2377.35					
	ANNUAL	45859.30	48198.40	50657.61	53240.81	55956.46	58811.03	61811.03					
Water Division Manager	M87	Lower	Upper										
	Hourly	49.5320	81.4052										
	BIWEEKLY	3962.56	6512.41										
	ANNUAL	103026.53	169322.74										
Water Reg. Compliance Coord	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	29.5698	31.0781	32.6636	34.3296	36.0806	37.9213	39.8554					
	BIWEEKLY	2365.59	2486.25	2613.09	2746.36	2886.44	3033.71	3188.43					
	ANNUAL	61505.25	64642.45	67940.22	71405.48	75047.55	78876.37	82899.31					
Water Reg. Compliance Tech I	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	24.1126	25.3426	26.6348	27.9931	29.4211	30.9213	32.4984					
	BIWEEKLY	1929.01	2027.41	2130.78	2239.45	2353.68	2473.70	2599.87					
	ANNUAL	50154.25	52712.57	55400.30	58225.66	61195.80	64316.33	67596.57					
Water Reg. Compliance Tech II	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	26.6358	27.9948	29.4224	30.9236	32.5007	34.1588	35.9013					
	BIWEEKLY	2130.86	2239.58	2353.79	2473.89	2600.06	2732.71	2872.10					
	ANNUAL	55402.47	58229.12	61198.61	64321.09	67601.55	71050.36	74674.69					
Water Resource Manager	M40	Lower	Upper										
	Hourly	34.2363	56.9328										
	BIWEEKLY	2738.91	4554.62										
	ANNUAL	71211.58	118420.16										
Water Treatment Operator I	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	22.2682	23.4040	24.5978	25.8527	27.1712	28.5575	30.0142					
	BIWEEKLY	1781.46	1872.32	1967.82	2068.22	2173.70	2284.60	2401.13					
	ANNUAL	46317.86	48680.33	51163.34	53773.60	56516.08	59399.65	62429.51					
Water Treatment Operator II	BFD 91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	23.4040	24.5978	25.8527	27.1712	28.5575	30.0142	31.5450					
	BIWEEKLY	1872.32	1967.82	2068.22	2173.70	2284.60	2401.13	2523.60					
	ANNUAL	48680.33	51163.34	53773.60	56516.08	59399.65	62429.51	65613.67					
Water Treatment Operator III	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
	Hourly	24.5978	25.8527	27.1712	28.5575	30.0142	31.5450	33.1544					
	BIWEEKLY	1967.82	2068.22	2173.70	2284.60	2401.13	2523.60	2652.35					
	ANNUAL	51163.34	53773.60	56516.08	59399.65	62429.51	65613.67	68961.21					
Word Processor I	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	16.6659	17.4991	18.3741	19.2928	20.2574	21.2704	22.3338	23.4506	24.6231	25.8542		
	BIWEEKLY	1333.27	1399.93	1469.93	1543.42	1620.59	1701.63	1786.71	1876.05	1969.85	2068.34		
	ANNUAL	34665.03	36398.17	38218.08	40129.00	42135.40	44242.36	46454.34	48777.28	51216.06	53776.83		
Word Processor II	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	18.2530	19.1656	20.1240	21.1301	22.1866	23.2960	24.4608	25.6839	26.9681	28.3164		
	BIWEEKLY	1460.24	1533.25	1609.92	1690.41	1774.93	1863.68	1956.87	2054.71	2157.45	2265.31		
	ANNUAL	37966.24	39864.44	41857.90	43950.64	46148.19	48455.65	50878.51	53422.52	56093.62	58898.16		
Word Processor III	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
	Hourly	19.8403	20.8324	21.8739	22.9676	24.1160	25.3218	26.5879	27.9173	29.3133	30.7789		
	BIWEEKLY	1587.23	1666.59	1749.91	1837.41	1929.28	2025.74	2127.03	2233.38	2345.06	2462.31		
	ANNUAL	41267.88	43331.35	45497.71	47772.70	50161.20	52669.36	55302.90	58067.98	60971.60	64020.13		
Workers' Compensation Manager	M48	Lower	Upper										
	Hourly	36.2536	60.1595										
	BIWEEKLY	2900.29	4812.76										
	ANNUAL	75407.43	125131.69										
Workers' Compensation Specialist	C69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Hourly	23.7412	24.9283	26.1747	27.4835	28.8577	30.3005	31.8155	33.4063	35.0767	36.8305	38.6720	40.6056
	BIWEEKLY	1899.30	1994.26	2093.98	2198.68	2308.61	2424.04	2545.24	2672.50	2806.13	2946.44	3093.76	3248.45
	ANNUAL	49381.70	51850.86	54443.37	57165.72	60023.97	63025.05	66176.31	69485.12	72959.47	76607.38	80437.72	84459.57

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING THE HOUSING AUTHORITY'S OPERATING BUDGET FOR FISCAL YEAR 2018-2019

WHEREAS, in accordance with law, a public hearing on this budget was duly scheduled, advertised and held and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. Having reviewed the proposed Operating Budget, and the funds included therein for the period of July 1, 2018 through June 30, 2019, the Housing Authority hereby adopts the budget and appropriations for fiscal year 2018-2019 summarized as follows:

Programs	FY 2018-2019 Budget
Public Housing	\$ 7,291,752
Rental Assistance – Section 8	<u>\$20,739,184</u>
Total Cost	\$28,030,936

2. Staff is directed to ensure that the final adopted budget document containing the Housing Authority's operating budget for fiscal year 2018-2019 shall contain all revisions made by the Housing Authority prior to final budget adoption. PASSED AND ADOPTED on this 26th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Michelle Ascencion, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

- 1) The City Manager will prepare a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.
- 2) The budget process will include the development of a balanced two-year budget. The two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.
- 3) The budget will be organized in a department/service level format.
- 4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:
 - a. Essential services that provide for the health, safety and welfare of residents.
 - b. Contractual obligations to bondholders and other debts.
 - c. Adequate ongoing maintenance of facilities and equipment.
 - d. All other services.
2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

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The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:
2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund.
4. By the Department Director for appropriation transfers between programs, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Project (CIP) Plan.
2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.
3. The Five-Year Capital Improvement Project Plan will be reviewed and approved by City Council during each budget cycle, or as needed based on economic and funding outlooks. City Council will approve appropriations annually. Appropriation changes will be in accordance with Section I.D.
4. The CIP Plan will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and citywide master plans for related infrastructure improvements.
5. Staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.
6. To the extent funds are available, any unused appropriations at the end of the fiscal year, in active CIP, will be carried-forward into the next fiscal year(s) until the project has been completed.
7. Any unused funds after the completion of the project, will be returned to the funding source. This should happen within 90-days of notification to the Finance department.

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B. Capital Project Priorities

1. Staff will evaluate and prioritize each proposed capital project against the following criteria:
 - a. Improvements necessary to protect public health and safety.
 - b. Linkage with community needs as identified in the City's major planning documents.
 - c. Cost/benefit analysis identifying all financial and community impacts of the project.
 - d. Identification of available funding resources.
2. Staff will develop the CIP Plan with funding priorities in the following order:
 - a. Projects that maintain and preserve existing facilities.
 - b. Projects that replace existing facilities which no longer meet the needs of the community or that can no longer be maintained cost effectively.
 - c. Projects that provide new and expanded services to the community.

C. Capital Project Management

1. Capital projects will be managed in a phased approach as needed. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:
 - a. Conceptual/schematic proposal
 - b. Preliminary design and cost estimate
 - c. Engineering and final design
 - d. Bid administration
 - e. Acquisition/construction
 - f. Project closeout
2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures approved as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

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A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.
2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.
3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.
2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.
3. Staff will recalculate annually the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.
4. The City Council will set fees and user rates for each enterprise fund (e.g., water, wastewater, solid waste) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.
2. Staff will grant use fee waivers and debt forgiveness only as authorized by City Council approved policies.
3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate fund based on available cash balances.
2. Investment policies will be reviewed annually by the Treasurer's Investment Review Committee and the City Council.

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IV. FUND BALANCE POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Non-spendable fund balance
- Restricted fund balance
- Committed fund balance
- Assigned fund balance
- Unassigned fund balance

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of non-spendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.

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2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

- A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self insured retention limits.
- B. The City Council will endeavor to maintain an operating reserve equal to 18 percent (18%) of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.
- C. The City Council will endeavor to maintain operating reserves in the utility funds equal to 25 percent (25%) of the operating budgets.

VI. DEBT POLICIES

A. Use of Debt

1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations. See Attachment A for the Debt Management Policy, as required by Government Code Section 8855(i), effective January 1, 2017

B. Conditions of Use

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.

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- c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.
- 3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
- 4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
- 5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

- 1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel - To be selected by RFP periodically.
 - b. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.
 - c. Financial Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.
 - d. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
- 2. The City Council's preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
- 3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
- 4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

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VII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with the Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unmodified audit opinion and adequate internal controls.
2. The City will adopt the Historical Cost method of fixed asset reporting to comply with GASB and the capitalization policy will be \$5,000 or more for equipment and \$20,000 for buildings and building improvements.
3. Staff will prepare quarterly and annual financial reports to present a summary of financial performance and position for major operating funds.
4. Staff will provide full disclosure in the annual financial statements and bond representations.
5. The City's budgetary system will be integrated and compatible with the accounting system.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all State and federal requirements.
2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.
3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

VIII. RISK MANAGEMENT POLICIES

- A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize the prevention and avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.
- B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.

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- C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self-insurance, or debt.
- D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.
- E. Staff will maintain separate self-insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self-insured retentions.
 - 1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.
 - 2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.
 - 3. The Confidence Interval for all risk management reserve funds will be maintained at a minimum of 70% confidence interval.
- F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:
 - 1. Claims adjuster for workers' compensation and public liability/property damage.
 - 2. Claims auditor, actuarial consultant, and risk management program auditor.
 - 3. Insurance broker of record.

PASSED AND ADOPTED on this 26th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

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ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 4

DATE: June 26, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in dark ink, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Public Safety Tax Assessment FY2018-19 (5/5/5)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

That City Council adopts a resolution establishing the FY 18-19 tax rates on property in the City of Oxnard for the payment of voter approved obligations.

BACKGROUND

A special municipal election held on October 23, 1951 authorized the City to enroll its Fire and Police Safety employees in the California State Employees' Retirement System (later renamed the Public Employees' Retirement System (PERS)), and obligated the City to pay the annual costs of participation in the retirement system. Each year, the City Council adopts a resolution establishing the annual tax rate on property in the City of Oxnard for the payment of the voter-approved obligation, which is exempt from the one percent (1%) tax limitation established by Proposition 13. This tax is sometimes referred to as the "Carman Override" based upon the California Supreme Court case *Carman v. Alvord* in which the court ruled that voter approved pension costs constituted debt that could be supported by a tax levy in excess of the 1% maximum allowed by Proposition 13. Only 24 out of 486 cities in the State of California have access to this Carman Override tax.

A 2002 court case in the City of Huntington Beach limited costs covered by the tax to the pension costs when Proposition 13 went into effect. Costs for increased benefits granted after

Public Safety Tax Assessment FY2018-19 (5/5/5)

June 26, 2018

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the effective date of the proposition are excluded from the tax calculation. They hired Bartel & Associates, LLC, to complete an actuarial review to determine the amount of retirement costs that should be included in the Carman Override tax levy for future years.

Based upon the City's actuary's analysis and the estimated eligible CalPERS costs for Fiscal Year 2018-19, the eligible PERS rates of Police and Fire employees' salaries that can be paid from the proceeds of the Public Safety Tax assessment for FY2018-19 are \$13,253,323. Total public safety retirement costs for FY2018-19 are estimated at \$20,176,706.

The Public Safety Tax assessment generated an estimated total of \$13,880,122 in FY2017-18 from the assessed valuation of \$18,112,445,774 Secured, and \$1,053,079,012 Unsecured assessed valuation.

A total amount of \$1,217,049 (estimated cash reserves at July 1, 2018) will be credited against the required revenue in FY2018-19 to produce a lower net tax rate. The formula used for determining the credit for FY2018-19 is as follows:

Beginning Cash Balance (Fund 119) @ July 1, 2017	\$ 793,780
Plus: Estimated Revenue Received through June 30, 2018	13,880,122
Less: Estimated Expenditures for FY2017-18	<u>(13,456,853)</u>
Total Amount to Apply Against Budgeted Expenditures FY18-19	<u>\$ 1,217,049</u>

Based upon final Net Secured and Unsecured Assessed Valuation (AV) in FY2017-18 in District 1 (see below) of \$18,191,842,898 Secured, and \$964,868,311 Unsecured, the total tax rate to generate \$12,036,274 to contribute toward eligible Police and Fire retirement costs is \$0.062796, per \$100 of AV.

Public Safety Assessment Requirement	\$13,253,323
Less: Estimated Fund Balance for Fund 119 for FY2017-18	<u>(1,217,049)</u>
Total Amount of Assessment for FY2018-19	<u>\$12,036,274</u>

As an example, for \$100,000 in assessed valuation, a property owner will pay \$62.80, compared to \$68.77 in FY17-18. The maximum tax rate for the Carman Override Tax is \$0.076637 per \$100 of AV. This assessment is a reduction from FY2017-18 of \$0.005978, or approximately \$5.98 for a property with an assessed value of \$100,000.

The recommended budget for FY2018-19 will include approximately 117 fire positions and 249 police positions covered under the voter approved authorization.

Tax Districts

The City has two taxing districts, District I and District IV. District IV consists of property that in December 1969 was annexed to the City, but not into District I. The City's tax rate for the voter-approved obligations applies only to District I.

Public Safety Tax Assessment FY2018-19 (5/5/5)

June 26, 2018

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All future annexations into the City now also require annexation into District I, making the annexed area liable for voter-approved indebtedness of the City.

FINANCIAL IMPACT

The total estimated retirement cost for FY2018-19 for 366 public safety employees is \$20.2 million, of which \$13.3 million is the amount being levied through Carman Override Tax. Based on an estimated surplus balance at the end of June 30, 2017 for Public Safety Retirement Fund, the net amount assessed or levied for FY2018-19 is a net amount of \$12,036,274 or a tax rate of \$0.062796 per \$100 of AV. The remaining balance of \$6.9 million is budgeted in other operating funds for FY2018-19.

ATTACHMENTS:

Attachment A: Resolution Property Tax Rate (FY18-19)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING THE FISCAL YEAR 2018-19 PROPERTY TAX RATE
FOR VOTER APPROVED OBLIGATIONS

WHEREAS, Section 2237.2 of the Revenue and Taxation Code requires that within 90 days of the end of the fiscal year, the City report to the County Controller the tax rate and total revenues expected to be generated in the current fiscal year for voter approved obligations; and

WHEREAS, the City's adopted budget for the Fiscal Year 2018-19 appropriates monies required to pay voter approved obligations of the City; and

WHEREAS, the Ventura County Auditor-Controller provided an estimated assessed valuation of City tax districts for tax rate purposes.

NOW, THEREFORE, the City Council of the City of Oxnard hereby determines and resolves that the following amounts of revenue from property taxes are required for the current fiscal year to pay the City's obligation for public safety retirement expenditures:

Total Property Taxes From Current Tax Rates On Secured and Unsecured Assessed Values	
Public Safety Retirement Fund	
Total Property Taxes from Current Tax	
Rates on Secured and Unsecured Roll Assessed Values	<u>\$12,030,000</u>

The City Council of the City of Oxnard further resolves that for the purpose of raising such revenue the rates of taxation for the different portions of the City are hereby fixed and taxes are hereby levied on the taxable property in the City for the fiscal year beginning July 1, 2018, in the number of dollars upon each one hundred dollars of the assessed value of the property as assessed by the County Assessor and equalized by the Board of Equalization of the County of Ventura as set forth in the following table. The taxes levied upon property in each portion of the City hereinafter described and designated by a tax district number is at the rate set in the column headed by the tax district number which is prefixed to the description of such portion of the City as hereinafter stated.

TAX DISTRICT I

All territory included within the boundaries of the City, as originally incorporated, and all territory annexed to the City by action of the City Council by annexation proceedings, excepting there from Annexation No. 69-9.

TAX DISTRICT IV

All territory annexed to the City by action of the City Council as described in Ordinance

Resolution No.

Page 2

No. 1255, adopted November 12, 1969, to become effective December 12, 1969, known and referred to Annexation No. 69-9 (Rancho La Ribera).

	DISTRICT I	DISTRICT IV
Public Safety Retirement Fund		
Tax Rate Required (Per Mil)	0.062796	-0-
Total Tax District Tax Rates (Per Mil)	0.062796	-0-

The City Council of the City of Oxnard further resolves that the foregoing tax rate is determined to be necessary to provide revenues required for the stated purpose during the period specified; that the City Council does hereby levy this sum on the property in such tax districts for Fiscal Year 2018-19; that in accordance with Government Code Section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in the newspaper within 15 days after adoption; and that the City Clerk is instructed to transmit immediately to the County Auditor a certified copy of this resolution.

PASSED AND ADOPTED this _____ day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney