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

CITY OF OXNARD CALIFORNIA

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

Council Chambers, 305 West Third Street
June 29, 2021
Closed Session - 4:30 PM
Regular Meeting - 6:00 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 3:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than 3:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: John Curtis Newman, III v. City of Oxnard; et al.
   United States District Court, Central District, Case No. 2:20-cv-03173-ODW-JC
   Legislative Body: City Council

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Presentation / Council Discussion / Public Comment)

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: Oscar Vazquez; et al. v. City of Oxnard; et al.
   Ventura County Superior Court, Case No. 56-2020-00547164-CU-PO-VTA
   Legislative Body: City Council

3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: Michael Marostica v. City of Oxnard
   Workers' Compensation Case No. ADJ12896677
   Legislative Body: City Council

4. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: Pedro Rodriguez v. City of Oxnard
   Workers' Compensation Case Nos.: ADJ11048212; ADJ11048195
   Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)
Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

F. 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 requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. 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.

1. City Manager Department

SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Order. (10/5/5)

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

2. Adopt a resolution ratifying an order issued by the Director in response to the COVID-19 Local Emergency rescinding subsections E through G of prior Director Order 20-02, which suspended penalties for late renewals and applications for business tax certificates, termination of utility services for non-payment, penalties for late utility services payments, and the requirement that a contractor holds a valid City business tax certificate as a prerequisite for issuance of a building permit.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. Police Department

SUBJECT: Resolution in support of SB 277 (Archuleta) to address illegal fireworks in California.

RECOMMENDATION: That City Council adopts a resolution supporting California Senate Bill 277 that seeks to present added ways to help get illegal fireworks off the streets of California.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

H. 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.

I. 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.

J. 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.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

   SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the City Council approve the minutes of the December 15, 2020 regular meeting as presented.

   Legislative Body: City Council

   Contact: Rose Chaparro, (805) 385-7805

2. Police Department

   SUBJECT: Fourth Amendment to Axon International Contract.

   RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement for Body Worn Cameras with Axon International, Inc. (A-7858) to extend and add to the scope of services regarding evidence management, bringing the total value of the Agreement to $2,451,318.01.

   (Due to time constraints, this went to print before the Committee outcome was announced.)

   Legislative Body: City Council

   Contact: Jason Benites, (805) 385-7624

3. Finance Department

   SUBJECT: Annual Delegation of Investment Authority and Investment Policy.

   RECOMMENDATION: That the City Council adopt a resolution:
   1. Delegating investment authority to the City Treasurer; and
   2. Adopting the FY 2021-22 investment policy for the City.
   (This item did not originate in Committee.)

   Legislative Body: City Council

   Contact: Phillip Molina, City Treasurer,

4. Human Resources Department

   SUBJECT: Purchase of Liability and Property Insurance Policies for FY 2021-2022.

   RECOMMENDATION: That the City Council:
   1. Approve and authorize the City Manager to execute the Memorandum of Understanding - Excess Liability Program with the PRISM Joint Powers Authority for excess liability insurance coverage.
   2. Approve and authorize the Mayor to execute a Purchase Order in the amount of $898,522 with Alliant Insurance Services, Inc. for property insurance coverage during Fiscal Year 2021-22.
   3. Approve and authorize the City Manager to execute the Memorandum of Understanding - Property Program with the PRISM Joint Powers Authority for prospective property insurance coverage beginning in FY 2022-23.
   (This item did not originate in Committee.)

   Legislative Body: City Council

   Contact: Steve Naveau, (805) 385-7947

5. Housing Department

SUBJECT: Third Amendment to Agreement A-8194 (Mercy House) for Shelter and Navigation Center Operations.

RECOMMENDATION: That the City Council:
1. Approve the Third Amendment to Agreement A-8194 with Mercy House for the provision of shelter and navigation center operations in Fiscal Year 2021-2022, in the amount not-to-exceed $2,696,600, bringing the total cost for the Amended Agreement to a not-to-exceed amount of $5,027,349.00 for the 30-month period, plus an additional COVID-19 Emergency Contingency Cost Increment for FY 2021-22 in an amount not to exceed $700,020; and
2. Authorize the Chief Financial Officer to implement an administrative budget adjustment for utilization of $939,782 of Permanent Local Housing Allocation grant funds for FY 2021-22 upon receipt thereof; and approve the use of $1,200,000 of Coronavirus Aid, Relief and Economic Security Act (CARES) funds for FY 2021-22 shelter operations.
(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

6. Housing Department

SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2021-22 within the Downtown Oxnard Property Business Improvement District (Oxnard Downtown Management District).

RECOMMENDATION: That the City Council adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District Plan (the "District") for Fiscal Year (FY) 2021-22.
(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

7. Police Department

SUBJECT: Purchase of Portable Handheld Emergency Radios from Day Wireless Systems.

RECOMMENDATION: That the City Council authorize the Mayor to execute a purchase order with Day Wireless Systems in the amount of $375,000 for the purchase of approximately eighty-four (84) Motorola APX-8000 portable radios.
(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Eric Sonstegard, (805) 385-7801

8. Cultural & Community Services Department

SUBJECT: Agreement with the Hueneme School District for the operations of the After School Education and Safety (ASES) program in FY 2021-22, FY 2022-23 and FY 2023-24.

RECOMMENDATION: That the Council approve and authorize the Mayor to execute the Partnership Agreement (A-8336) and Memorandum of Understanding (A-8337) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of $3,159,896 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 21-22, FY 22-23 and FY 23-24.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Mv8lltZ3xHE

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

9. Public Works Department

SUBJECT: Agreements A-8324, A-8325, and A-8326 with Garcia's Tree Maintenance Services, Inc. for Arterial Tree Pruning Services for Citywide Arterial Streets.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute agreements with Garcia's Tree Maintenance Services, Inc. for tree grid pruning maintenance services within citywide arterial streets for a total amount of $566,100 for a one-year term ending June 30, 2022:

1. Agreement A-8324 with Garcia's Tree Maintenance Services, Inc. for a total amount of $182,665 in Region 1;
2. Agreement A-8325 with Garcia's Tree Maintenance Services, Inc. for a total amount of $182,410 in Region 2; and
3. Agreement A-8326 with Garcia's Tree Maintenance Services, Inc. for a total amount of $201,025 in Region 3.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

10. Public Works Department

SUBJECT: Agreements A-8339, A-8340, A-8341, and A-8342 with Mariposa Landscapes, Inc. for Weekly Park Mowing Services for Citywide General Fund Parks.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute agreements with Mariposa Landscapes, Inc. for weekly mowing of the citywide General Fund parks for a total amount of $2,405,000 for a three-year term ending June 30, 2024:

1. Agreement A-8339 with Mariposa Landscapes, Inc. for a total amount of $475,000 in Region 1;
2. Agreement A-8340 with Mariposa Landscapes, Inc. for a total amount of $430,000 in Region 2;
3. Agreement A-8341 with Mariposa Landscapes, Inc. for a total amount of $950,000 in Region 3; and
4. Agreement A-8342 with Mariposa Landscapes, Inc. for a total amount of $550,000 in Region 4.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

11. Fire Department

SUBJECT: Stryker Flex Financial Purchase Order for $196,639.26 to purchase 10 (ten) LUCAS chest compression systems.

RECOMMENDATION: That the City Council authorize the Mayor to execute a Purchase Order with Stryker Flex Financial in the amount of $196,639.26 for the purchase of ten (10) LUCAS chest compression systems.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

12. Human Resources Department

SUBJECT: Delegation of Retirement Plan Functions.

RECOMMENDATION: That the City Council adopt a resolution:

1. Appointing the Administrator for the City's 457(b) and 401(a) plans; and
2. Delegating amendment authority over the City's 457(b) and 401(a) plans.

(Finance & Governance Committee approved 3-0.)

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

13. Finance Department

SUBJECT: Initial Repayment of Infrastructure Use Fee Monies.

RECOMMENDATION: That the City Council approve a budget appropriation request for the current fiscal year, FY 2020-21, to transfer $5,000,000 from the General Fund to the utility enterprise funds as an initial repayment of Infrastructure Use Fee monies.
(Item did not originate in Committee.)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

L. PUBLIC HEARINGS

M. REPORTS

1. Public Works Department

SUBJECT: Special Tax Levy for Community Facility District No. 5 for Fiscal Year 2021/22.

RECOMMENDATION: That the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 5, approve the special tax rate of $2,987,495.10 within CFD No. 5 (Riverpark) for Fiscal Year 2021/22 and to amend the FY 2021/22 Proposed Budget to:
1. Decrease the Proposed Revenues (Maximum Special Tax) for CFD No. 5 in Fund 174 by $2,062,638 from $5,050,134 to $2,987,496;
2. Decrease the Proposed Expenditures for CFD No. 5 in Fund 174 by $2,012,552 from $5,732,468 to $3,719,916; and
3. Decrease the General Fund Transfer-In Revenue by $1,607,520 for the Fire Protection Services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/D4zEj-8NfB0

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

2. City Manager Department

SUBJECT: Adoption of Fiscal Year 2021-22 Operating and Capital Improvement Budget. (0/20/20)

RECOMMENDATION:

1. That the City Council adopt the following resolutions:
   a. A resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2021-22;
   b. A resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2021 in accordance with the Operating Budget for the Fiscal Year 2021-22;
   c. A resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the Attached Classification and Salary Schedule;
   d. A resolution of the City Council of the City of Oxnard Establishing Financial Management Policies;
   e. A resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2021-22; and
2. That the Housing Board of Commissioners adopt a Resolution Approving the Housing Authority's Operating Budget for the Fiscal Year 2021-22.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation videos: https://youtu.be/P0b_ZcFQDTw
https://youtu.be/7vuUw3mcNC4

Legislative Body: City Council, Housing Authority Board

Contact: Kevin Riper, (805) 385-7475

3. Public Works Department

SUBJECT: Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 Mariposa Landscapes, Inc. for Monthly Median Landscape Services. (0/5/5)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute agreements with Garcia's Landscaping Maintenance, Inc. and Mariposa Landscapes, Inc. for a total amount of $6,025,000 for a three-year term ending June 30, 2024:

1. Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a total amount of $1,900,000 in Region 1;
2. Agreement A-8345 with Mariposa Landscapes, Inc. for a total amount of $2,125,000 in Region 2; and
3. Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a total amount of $2,000,000 in Region 3.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/56nJ3kgUMU0

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

N. ADJOURNMENT

CITY OF OXNARD

DIRECTOR ORDER NO. 21-03

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD RESTORING PENALTIES FOR LATE RENEWALS AND APPLICATIONS OF BUSINESS TAX CERTIFICATES, TERMINATION OF UTILITY SERVICES FOR NON-PAYMENT, PENALTIES FOR LATE UTILITY SERVICES PAYMENTS, AND THE REQUIREMENT THAT A CONTRACTOR HOLDS A VALID CITY BUSINESS TAX CERTIFICATE AS A PREREQUISITE FOR ISSUANCE OF A BUILDING PERMIT

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services (the "Director"), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor of the State of California (the "Governor") declared a state of emergency in response to the spread of the COVID-19 respiratory disease; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the "Local Emergency"); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director's March 13, 2020 proclamation; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20, ordering all individuals in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of sixteen critical infrastructure sectors; and

WHEREAS, on March 19, 2020, the Director issued Director Order 20-02, suspending the following: penalties for late renewals and applications for Business Tax Certificates ("BTC"), termination of utility services and penalties for late payments, and the requirement that a contractor holds a valid BTC as a perquisite for issuing a building permit; and

WHEREAS, Director Order 20-02 authorizes the Director to modify or rescind the order.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. On September 7, 2021, City staff shall resume assessing the penalties, and enforcing the City requirements suspended in Section 1 subsections E through G of Director Order 20-02.

SECTION 2. On September 7, 2021, Section 1 subsections E through G of Director Order 20-02 shall be automatically rescinded.

SECTION 3. From the date this Order is executed until September 7, 2021, City staff shall make best efforts to notify the public that the City will resume assessing the penalties and enforcing the requirements previously suspended in Section 1 subsections E through G of Director Order 20-02.

SECTION 4. This Order may be modified or rescinded by further Order by the Director or by the City Council.

SECTION 5. This Order shall become effective on June 10, 2021.

SECTION 6. This Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 7. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: 6/10/2021

By: _____
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

R. Chaparro
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

6/10/2021
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 RATIFYING AN ORDER ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services (the "Director"), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the "Local Emergency"); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director's March 13, 2020 proclamation; and

WHEREAS, pursuant to Government Code section 8634, Resolution No. 15,304 and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued Order No. 21-03 in response to the Local Emergency.

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NOW, THEREFORE, the City Council of the City of Oxnard resolves that Order 21-03 issued by the Director and attached as Exhibit A hereto is necessary to provide for the protection of life and property in response to the Local Emergency and is hereby ratified.

PASSED AND ADOPTED THIS ____ day of _____ 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A
[Director of Emergency Services Order 21-03]

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
AGENDA ITEM NO. G.2

DATE: June 29, 2021

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Resolution in support of SB 277 (Archuleta) to address illegal fireworks in California.

RECOMMENDATION

That City Council adopts a resolution supporting California Senate Bill 277 that seeks to present added ways to help get illegal fireworks off the streets of California.

BACKGROUND

Illegal fireworks have plagued cities across California, and Oxnard is no exception to this. Oxnard residents reported 1,123 fireworks disturbances to the Oxnard Police Department in 2019, and that increased to a staggering 4,376 in 2020. Though these disturbances are spread across the calendar year, the season spanning from Memorial Day through Independence Day has the greatest concentration of calls. For example, the Oxnard Police Department received 3,579 fireworks complaints between May 28 and July 4 of last year.

Fireworks are categorized into two basic groups: "safe and sane" (per section 12529 of the Health and Safety Code) and "dangerous" fireworks (per section 12505 of the Health and Safety Code). Dangerous fireworks generally include those which "explode, skip, fly, travel, or dart." Regardless, all fireworks are illegal in the City of Oxnard. However, fireworks are easily obtainable from a wide variety of sources, including legal purchases in other jurisdictions. Combined with a significant demand from consumers, these two factors are key drivers to the extent of the issue.

Fireworks present a danger to residents, especially when ignited in crowded residential areas or places with dry foliage. Oxnard residents have been injured and killed by illegal fireworks. Recent examples include a person who was killed by an illegal mortar device in the Southwinds Neighborhood in 2019, and another individual who lost part of his hand during a fireworks mishap in the Hull-Isleton Neighborhood in 2019.

The Oxnard Police Department places a significant amount of resources into addressing an overwhelming number of complaints, and yet is only able to hold a fraction of the offenders accountable. Though the fireworks enforcement is directed by data, it is challenging for officers to identify specific locations and specific offenders. The City has adopted ordinances that hold those accountable with civil fines up to $1,000 per count to persons who possess, sell, or ignite fireworks within the City limits. In 2018, the City adopted an additional "host liability" ordinance that also holds accountable those persons who willingly host or allow fireworks displays on their property.

Despite this, more tools are needed to address this issue. It is the Police Department's position that the City Council's open support of California Senate Bill 277 will assist authorities with fireworks mitigation across the state.

<u>SB 277</u>

California State Senator Bob Archuleta, with assistance from State Assembly Member Wendy Carrillo, presented SB 277 earlier this year. It has currently passed through the State Senate and is in committee with the State Assembly. If passed, SB 277 would:

-Expand the definition of a “dangerous firework” to include any firework that contains lead and lead compounds and hexachlorobenzene, as provided.
-Require any seized dangerous or safe and sane fireworks to be managed, as defined, by the State Fire Marshal.
-Require the State Fire Marshal to consult with relevant federal and state agencies to develop specific protocols and procedures for the safe seizure, storage, repurposing, destruction, or disposal of specified dangerous fireworks.
-Require state, county, special districts, and local government entities to handle, transport, and store seized fireworks in a manner prescribed by the State Fire Marshal.
-Require commercially viable, federally approved dangerous consumer fireworks or safe and sane fireworks, seized and managed pursuant to the above provisions, to be available for sale by any California licensed fireworks importer-exporter or wholesaler of fireworks, as provided.
-Impose conditions that the State Fire Marshal can use to deny or revoke a license whether a licensee has engaged in or facilitated the distribution or unauthorized sale of dangerous fireworks to a person or entity not holding the requisite license.
-Require the State Fire Marshal to establish and collect an additional fee on permits for dangerous fireworks issued to licensees in an amount necessary to enforce applicable laws with respect to training and education regarding dangerous fireworks. The fees would be deposited in the State Fire Marshal’s Dangerous Fireworks Training and Education Fund, which the bill would establish. Moneys from this fund would be continuously appropriated without regard to fiscal years to the State Fire Marshal for the purpose of training local fire and law enforcement agencies, thereby making an appropriation.
Authorize local fire departments, local fire protection agencies, local law enforcement agencies, or any other public agency authorized by statute to enforce the State Fire Marshal’s regulations.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Sonstegard, Assistant Police Chief

ATTACHMENTS

1. 210629 City Council Resolution-SB 277-Fireworks
2. 210629 City Council Presentation-SB 277-Fireworks
3. 20210SB277_98 (1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA EXPRESSING SUPPORT FOR SB 277 (ARCHULETA) THAT ADDRESSES THE IMPACT OF ILLEGAL FIREWORKS ON CALIFORNIA COMMUNITIES

WHEREAS, For far too long, California communities have been plagued by the persistent booms and bangs of illegal, amateur fireworks displays;

WHEREAS, Local fire and law enforcement agencies have been kept from other duties as they are busy responding nightly to residents' complaints about these illegal aerial displays and celebratory explosives;

WHEREAS, The relentless disruptions to our neighborhoods and communities are disruptive and unwelcome and it seems no community has been left undisrupted by illegal displays of fireworks, including Oxnard;

WHEREAS, Each year, the city of Oxnard is inundated with illegal fireworks which wreak havoc on many of our community members including those with pets, the elderly, and those suffering from post-traumatic stress disorder;

WHEREAS, In 2020, the city of Oxnard's Emergency Communications Center received over 3300 fireworks-related calls for service during the month preceding the July 4th holiday and while the Oxnard Police Department continues to dedicate considerable resources towards illegal fireworks, there appears to be no end in sight;

WHEREAS, Despite public demands for increased enforcement, increased public education, use of administrative fines, and deploying dedicated illegal fireworks patrols, the volume of illegal aerial items and loud explosives remains at unacceptable levels;

WHEREAS, SB 277 seeks to present a solution to getting illegal fireworks off of our streets by better coordinating enforcement efforts between the State Fire Marshal and local entities as well as establishing a fireworks management and repurposing component that will help manage the seizing, storage, transfer, and repurposing of both federally-approved fireworks and California safe and sane fireworks;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Oxnard hereby supports SB 277 (Archuleta) and calls on its representatives in the State Senate and State Assembly to support this bill; and be it further resolved that the City Clerk be and hereby is requested to forward a suitably engrossed copy of this order to all Oxnard representatives in the State Senate and State Assembly.

PASSED AND ADOPTED THIS 29th day of June 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
John Zaragoza, Mayor

ATTEST:

_____
Rose Chapparo, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

SB 277 (Archuleta)
Dangerous Fireworks

Chief Jason Benites
Assistant Chief Eric S. Sonstegard

Recommendation

- That City Council adopts a resolution supporting California Senate Bill 277 that seeks to present added ways to help get illegal fireworks off the streets of California.

Illegal & Dangerous Fireworks

- Illegal fireworks are plaguing communities and neighborhoods throughout the state of California.

- In 2020, Oxnard's Emergency Communications Center received over 4,300 calls for service related to fireworks. Oxnard has experienced numerous fireworks-related tragedies including the death of a young man in 2019 after he was struck with an illegal mortar firework.

- Last year on July 4th, the Emergency Communications Center received over 900 calls for service during a 10-hour period from 4:00 p.m. to 2:00 a.m. With over 75 police officers working during that time period, we were still overwhelmed with the fireworks-related incidents.

Illegal & Dangerous Fireworks

- The relentless disruptions to our neighborhoods are unwelcome and are particularly disruptive to those community members with pets, the elderly, and those suffering from post-traumatic stress disorder.

- The City of Oxnard has implemented unmanned aerial systems ("Drones"), public service announcements, and a social host ordinance adopted in 2018 in an attempt to address the issue of illegal fireworks.

- Despite public demands for increased enforcement, increased public education, use of administrative fines, and deploying dedicated illegal fireworks patrols, the volume of illegal aerial items and loud explosives remains at unacceptable levels.

SB 277
Dangerous Fireworks

- SB 277 seeks to present a solution to getting illegal fireworks off of our streets by better coordinating enforcement efforts between the State Fire Marshal and local entities as well as establishing a fireworks management and repurposing component that will help manage the seizing, storage, transfer, and repurposing of both federally-approved fireworks and California safe and sane fireworks;
- It will require the State Fire Marshal to establish & collect an additional fee on permits for dangerous fireworks issued to licensees to enforce applicable law for training and education regarding dangerous fireworks.
- The bill would authorize a local fire department or local law enforcement agency, to apply to the State Fire Marshal for a grant to develop and implement an education and training program for those purposes.

QUESTIONS?

AMENDED IN SENATE MARCH 25, 2021

SENATE BILL No. 277

Introduced by Senator Archuleta
(Coauthor: Assembly Member Carrillo)

January 29, 2021

An act to amend Sections 12505, 12513, 12555, ~~12556, 12558,~~ 12561, 12562, 12563, 12564, 12565, 12566, 12570, 12581, 12585, 12586, 12587, 12590, 12604, 12605, 12637, 12643, 12645, 12648, 12649, 12723, and 12726 of, to add Section 12635.5 to, *and* to repeal Section 12509 of, ~~and to repeal and add Section 12557 of,~~ the Health and Safety Code, relating to fireworks, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

SB 277, as amended, Archuleta. Fireworks: dangerous fireworks: seizure: management.

Existing law makes the possession of dangerous fireworks, except when the person possessing the dangerous fireworks holds and is operating within the scope of a valid license, subject to various penalties depending on the amount of gross weight in possession, including the penalty of a misdemeanor. Existing law defines dangerous fireworks for these purposes.

This bill would expand the definition of a dangerous firework to include any firework that contains lead and lead compounds and hexachlorobenzene, as provided. By expanding the scope of a crime, the bill would impose a state-mandated local program.

~~The bill would require, on or before January 1, 2023, the State Fire Marshal to identify and evaluate methods to track all containers containing dangerous fireworks coming into California ports that are to be shipped in or out of the state, as provided. The bill would require~~

~~the State Fire Marshal to, on or before January 1, 2024, adopt regulations relating to dangerous fireworks tracking and providing for an annual charge to be paid by all holders of an importer's and exporter's license who import dangerous fireworks into the state. The bill would require the amount of the charge to be determined based on the volume of product and number of containers imported into the state by the licensees, and payment of this charge would be a condition of an importer's and exporter's license.~~

Existing law requires various entities, including the State Fire Marshal, to seize certain prohibited fireworks. Existing law requires the State Fire Marshal to dispose of the fireworks as provided. ~~Existing law requires the Office of the State Fire Marshal to consult with public safety agencies and other stakeholders and develop a model ordinance that permits local jurisdictions to adopt streamlined enforcement and administrative fine procedures related to possession of 25 pounds or less of dangerous fireworks.~~

~~This bill would repeal the provisions relating to a model ordinance governing enforcement and administrative fine procedures. The bill would authorize and encourage local jurisdictions to adopt by ordinance a streamlined enforcement and administrative fine procedure related to the possession of 25 pounds or less of dangerous fireworks, as provided.~~

This bill would require any seized dangerous or safe and sane fireworks, as defined, to be managed, as defined, by the State Fire Marshal, as provided. The bill would require the State Fire Marshal to consult with relevant federal and state agencies to develop specific protocols and procedures for the safe seizure, storage, repurposing, destruction, or disposal of specified dangerous fireworks. The bill would require state, county, special districts, and local government entities to handle, transport, and store seized fireworks in a manner prescribed by the State Fire Marshal. To the extent this bill would impose a higher burden on a local government, the bill would impose a state-mandated local program. The bill would require commercially viable, federally approved dangerous consumer fireworks or safe and sane fireworks, seized and managed pursuant to the above provisions, to be available for sale by any California licensed fireworks importer-exporter or wholesaler of fireworks, as provided.

Existing law authorizes the State Fire Marshal to issue licenses related to fireworks and pyrotechnic devices, including a wholesaler's license, and to collect an original and renewal fee for these licenses. Existing law authorizes the State Fire Marshal to deny or revoke a license if the

State Fire Marshal finds certain conditions have occurred, including that the licensee failed to pay the annual renewal fee.

This bill would also include as part of the conditions that the State Fire Marshal can use to deny or revoke a license whether the licensee has engaged in or facilitated the distribution or unauthorized sale of dangerous fireworks to a person or entity not holding the requisite license.

This bill would require the State Fire Marshal to establish and collect an additional fee on permits for dangerous fireworks issued to licensees in an amount necessary to enforce applicable laws with respect to training and education regarding dangerous fireworks. The fees would be deposited in the State Fire Marshal Dangerous Fireworks Training and Education Fund, which the bill would establish. Moneys in this fund would be continuously appropriated without regard to fiscal years to the State Fire Marshal for the purpose of training local fire and law enforcement ~~agencies.~~ *agencies, thereby making an appropriation.* The bill would authorize a local fire department, local fire protection agency, local law enforcement agency, or any other public agency authorized by statute to enforce the State Fire Marshal's regulations, to apply to the State Fire Marshal for a grant to develop and implement an education and training program for those purposes.

Existing law requires the State Fire Marshal to examine and classify all fireworks or pyrotechnic devices intended for sale in the state that are products of nonlicensed manufacturers, upon application and a fee. Existing law provides that the fee shall be $10 for each label of an item of identical size and design of a given lot or batch, as provided.

This bill would delete the $10 fee provision and instead authorize the State Fire Marshal to determine the fee amount. The bill would require each lot or batch to include, among other things, 10 samples of the fireworks or pyrotechnic device.

Existing law provides that if dangerous fireworks are seized pursuant to a local ordinance that provides for administrative fines or penalties and these fines or penalties are collected, the local governmental entity collecting the fines or penalties shall forward 65% of that money to the Controller for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund.

This bill would instead require the local government entity to forward 25% of that money, among other changes.

This bill would also make conforming and nonsubstantive changes.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: yes. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

SECTION 1. Section 12505 of the Health and Safety Code is amended to read:

12505. "Dangerous fireworks" includes all of the following:

(a) Any fireworks that contain any of the following:

(1) Arsenic sulfide, arsenates, or arsenites.

(2) Boron.

(3) Chlorates, except:

(A) In colored smoke mixture in which an equal or greater amount of sodium bicarbonate is included.

(B) In caps and party poppers.

(C) In those small items, such as ground spinners, wherein the total powder content does not exceed 4 grams, of which not greater than 15 percent, or 600 milligrams, is potassium, sodium, or barium chlorate.

(4) Gallates or Gallic acid.

(5) Magnesium, except that magnesium-aluminum alloys, called magnalium, are permitted.

(6) Mercury salts.

(7) Phosphorous that is red or white, except that red phosphorus is permissible in caps and party poppers.

(8) Picrates or picric acid.

(9) Thiocyanates.

(10) Titanium, except in particle size greater than 100-mesh.

(11) Zirconium.

(12) Lead and lead compounds, including red oxide.

(13) Hexachlorobenzene (perchlorobenzene) at the limit to 0.01% by weight.

(b) Firecrackers.

(c) Skyrockets and rockets, including all devices that employ a combustible or explosive material and that rise in the air during discharge.

(d) Roman candles, including all devices that discharge balls of fire into the air.

(e) Chasers, including all devices that dart or travel about the surface of the ground during discharge.

(f) Sparklers more than 10 inches in length or one-fourth of one inch in diameter.

(g) All fireworks designed and intended by the manufacturer to create the element of surprise upon the user. These items include, but are not limited to, ~~auto-foolers,~~ *auto foolers,* cigarette loads, exploding golf balls, and trick matches.

(h) Fireworks known as devil-on-the-walk, or any other firework that explodes through means of friction, unless otherwise classified by the State Fire Marshal pursuant to this part.

(i) Torpedoes of all kinds that explode on impact.

(j) Fireworks kits.

(k) Other fireworks examined and tested by the State Fire Marshal and determined by the State Fire Marshal, with the advice of the State Board of Fire Services, to possess characteristics of design or construction that make the fireworks unsafe for use by a person not specially qualified or trained in the use of fireworks.

SEC. 2. Section 12509 of the Health and Safety Code is repealed.

SEC. 3. Section 12513 of the Health and Safety Code is amended to read:

12513. "Importer-exporter" or "importer and exporter" means any person who for any purpose does any of the following:

(a) Brings fireworks into this state or causes fireworks to be brought into this state.

(b) Procures the delivery or receives shipments of fireworks into this state.

(c) Buys or contracts to buy fireworks for shipment into this state.

(d) Sells, consigns, or delivers fireworks located within this state for delivery, use, or sale out of the state.

SEC. 4. Section 12555 of the Health and Safety Code is amended to read:

12555. The State Fire Marshal or the State Fire Marshal's salaried deputies may make an examination of the books and records of a licensee or permittee relative to fireworks, and may visit and inspect a building or other premises subject to the control of, or used by, the licensee or permittee for any purpose related to fireworks of a licensee or permittee at any time the State Fire Marshal may deem necessary for the purpose of enforcing this part.

~~SEC. 5. Section 12556 of the Health and Safety Code is amended to read:~~

~~12556. In addition to the obligations described in Section 13110.5, on or before December 31, 2022, the State Fire Marshal shall identify and evaluate methods to capture more detailed data relating to fires, damages, and injuries caused by both dangerous fireworks and safe and sane fireworks. These evaluation methods shall include a cost analysis related to capturing and reporting the data and shall meet or exceed the specificity, detail, and reliability of the data captured under the California All Incident Reporting System (CAIRS). The State Fire Marshal shall furnish a copy of these evaluation methods to an interested person upon request.~~

~~SEC. 6. Section 12557 of the Health and Safety Code is repealed.~~

~~SEC. 7. Section 12557 is added to the Health and Safety Code, to read:~~

~~12557. (a) A local jurisdiction may, and is encouraged to, adopt by ordinance a streamlined enforcement and administrative fine procedure related to the possession of 25 pounds or less of dangerous fireworks. These procedures shall be limited to civil fines and as authorized pursuant to Section 53069.4 of the Government Code.~~

~~(b) The ordinance may include provisions for cost reimbursement to the local jurisdiction, the Office of the State Fire Marshal, or both, including the collection and disposal costs of the dangerous fireworks in addition to any administrative fines.~~

~~(c) The ordinance shall be limited to a person who possesses, or the seizure of, 25 pounds or less of dangerous fireworks.~~

~~(d) The ordinance may provide for social host liability in order to make owners, renters, and lessees and those that have possession~~

~~of residence or other property responsible for dangerous illegal fireworks possession and use on that property.~~

~~SEC. 8. Section 12558 of the Health and Safety Code is amended to read:~~

~~12558. (a) In addition to the obligations described in this chapter, on or before January 1, 2023, the State Fire Marshal shall, in consultation with relevant federal, state, and local public agencies, the fireworks industry, and other relevant stakeholders, including port authorities for harbors and points of trans-Pacific importation of any dangerous fireworks, identify and evaluate methods to track all containers containing dangerous fireworks coming into California ports that will be transported in the state or transshipped out of those ports via container on a motor vehicle for shipment to a destination outside of California so as to ensure that the dangerous fireworks reach their final destination and are not drop-shipped or otherwise offloaded at a location within the State of California. These tracking methods shall include a cost analysis related to capturing and reporting the tracking data concerning these containers.~~

~~(b) On or before January 1, 2024, the State Fire Marshal shall adopt regulations relating to the tracking of the dangerous fireworks containers described in subdivision (a), which may include provisions relating to tracking devices installed on each container, voluntarily funded by the industry, as may be necessary for the protection of life and property within the state. The regulations shall provide for an annual charge imposed on all holders of an importer's and exporter's license, pursuant to Section 12573, who import dangerous fireworks into the state. The annual charge shall be determined based on the volume of product and number of containers imported into the state by the licensees, and payment of this charge shall be a condition of licensure pursuant to Section 12573.~~

~~(c) The licensee or permittee shall permit the chief of the issuing authority, or their authorized representatives, as qualified in Section 12721, to enter and inspect a building or other premises, including a container described in subdivision (a), subject to the control of, or used by, the licensee or permittee for a purpose related to fireworks at any time for the purpose of enforcing this part.~~

~~SEC. 9.~~

SEC. 5. Section 12561 of the Health and Safety Code is amended to read:

12561. All fireworks examined by the State Fire Marshal and determined by the State Fire ~~marshal~~ *Marshal* to come within the definition of "dangerous fireworks" in Section 12505 shall be classified as dangerous fireworks.

~~SEC. 10.~~

SEC. 6. Section 12562 of the Health and Safety Code is amended to read:

12562. All fireworks examined by the State Fire Marshal and determined by the State Fire Marshal to come within the definition of "safe and sane fireworks" in Section 12529 shall be classified as safe and sane fireworks.

~~SEC. 11.~~

SEC. 7. Section 12563 of the Health and Safety Code is amended to read:

12563. All fireworks examined by the State Fire Marshal and determined by the State Fire Marshal to come within the definition of "agricultural and wildlife fireworks" in Section 12503 shall be classified as agricultural and wildlife fireworks.

~~SEC. 12.~~

SEC. 8. Section 12564 of the Health and Safety Code is amended to read:

12564. All fireworks examined by the State Fire Marshal and determined by the State Fire Marshal to come within the definition of "exempt fireworks" in Section 12508 shall be classified as exempt fireworks.

~~SEC. 13.~~

SEC. 9. Section 12565 of the Health and Safety Code is amended to read:

12565. All fireworks or toy propellant devices containing pyrotechnic compositions examined by the State Fire Marshal and found by the State Fire Marshal to come within the definition of "model rocket" or "model rocket motor" in Section 12519 or 12520, respectively, shall be classified as model rocket motors.

~~SEC. 14.~~

SEC. 10. Section 12566 of the Health and Safety Code is amended to read:

12566. All pyrotechnic devices examined by the State Fire Marshal and found by the State Fire Marshal to come within the definition of "emergency signaling devices" in Section 12506 shall be classified by the State Fire Marshal as emergency signaling devices.

~~SEC. 15.~~

SEC. 11. Section 12570 of the Health and Safety Code is amended to read:

12570. The State Fire Marshal may issue a license described in this part, subject to the regulations that the State Fire Marshal may adopt that are not inconsistent with this part.

~~SEC. 16.~~

SEC. 12. Section 12581 of the Health and Safety Code is amended to read:

12581. A person who desires to manufacture, import, export, sell, or use fireworks shall first make a written application for a license to the State Fire Marshal on forms provided by the State Fire Marshal. The application shall be accompanied by the annual license fee as prescribed in this chapter.

~~SEC. 17.~~

SEC. 13. Section 12585 of the Health and Safety Code is amended to read:

12585. An applicant may withdraw their application for a license or renewal of a license and the State Fire Marshal may allow the withdrawal when the State Fire Marshal has determined that it is in the best interest of public safety or the administration of this part.

~~SEC. 18.~~

SEC. 14. Section 12586 of the Health and Safety Code is amended to read:

12586. The suspension, expiration, or forfeiture by operation of law of a license issued by the State Fire Marshal, or its suspension, forfeiture, or cancellation by order of the State Fire Marshal or by a court of law, or its surrender to the State Fire Marshal shall not, during any period in which it may be renewed, restored, reissued, or reinstated, deprive the State Fire Marshal of the State Fire Marshal's authority to institute or continue disciplinary action against the licensee upon any ground provided by law, or to enter an order suspending or revoking a license or

otherwise taking disciplinary action against the licensee on any such ground.

~~SEC. 19.~~

SEC. 15. Section 12587 of the Health and Safety Code is amended to read:

12587. A written report by the State Fire Marshal, the State Fire Marshal's deputies, or salaried assistants, or by the chief of a city or county fire department or fire protection district or their authorized representatives, disclosing that the applicant for a license or for renewal of a license does not meet, or the premises for which the license is required do not meet, the qualifications or conditions for the license as required by this part or regulations adopted pursuant to this part, may constitute grounds for denial of an application for the license or renewal of the license.

~~SEC. 20.~~

SEC. 16. Section 12590 of the Health and Safety Code is amended to read:

12590. The State Fire Marshal may deny or revoke a license issued pursuant to this part if the State Fire Marshal finds any of the following conditions has occurred:

(a) The licensee has failed to pay the annual renewal license fee provided in this chapter.

(b) The licensee or license applicant has violated any provisions of this part or any regulations adopted by the State Fire Marshal pursuant to this part.

(c) The licensee or license applicant has created or caused a fire nuisance.

(d) The licensee has failed to keep full, complete, and accurate records or failed to file any required reports.

(e) A fact or condition exists that, if it had existed at the time of the original application for the license, reasonably would have warranted the State Fire Marshal in refusing originally to issue the license.

(f) The permit issued under Section 12640 has been rescinded or revoked by the issuing authority.

(g) A licensee or license applicant has refused to make available to the State Fire Marshal full, complete, and accurate records.

(h) The licensee has engaged in or facilitated the distribution or unauthorized sale of dangerous fireworks to a person or entity not holding a requisite State Fire Marshal license.

~~SEC. 21.~~

SEC. 17. Section 12604 of the Health and Safety Code is amended to read:

12604. Following the revocation or voluntary surrender of a license, or failure to renew their license, a person in lawful possession of lawfully acquired fireworks for which a license is required may sell or otherwise dispose of the fireworks only under supervision of the State Fire Marshal and in such a manner as the State Fire Marshal shall provide by regulations and solely to persons who are authorized to buy, possess, sell, or use those fireworks. That disposal shall be accomplished not later than 90 days from the legal revocation, voluntary surrender, or expiration of the license. A person possessing fireworks pursuant to this section shall report the disposition of the fireworks to the local authority who issued the storage permit within the time period specified by this section.

~~SEC. 22.~~

SEC. 18. Section 12605 of the Health and Safety Code is amended to read:

12605. A person found guilty of violating any of the provisions of this part is not eligible to apply for a new license, apply for a renewal of a license, or take an examination for a license for a period of one year from the date of a conviction. The State Fire Marshal may waive this section when the State Fire Marshal finds the granting of a license will not endanger public safety.

~~SEC. 23.~~

SEC. 19. Section 12635.5 is added to the Health and Safety Code, to read:

12635.5. (a) The State Fire Marshal Dangerous Fireworks Training and Education Fund is hereby established in the State Treasury. Notwithstanding Section 13340 of the Government Code, this fund is continuously appropriated without regard to fiscal years to the State Fire Marshal for the purpose of training local fire and law enforcement agencies regarding the identification, risks, dangers, and proper storage and management associated with dangerous fireworks and safe and sane fireworks seized pursuant to this part.

(b) Pursuant to Section 12630, the State Fire Marshal shall establish and collect an additional fee on permits for dangerous fireworks issued pursuant to Section 12640 in an amount necessary

to enforce this part with respect to training and education regarding dangerous fireworks. Notwithstanding Section 12635, these fees shall be deposited in the State Fire Marshal Dangerous Fireworks Training and Education Fund.

(c) A local fire department, a local fire protection agency, a local law enforcement agency, or any other public agency authorized by statute to enforce the State Fire Marshal's regulations may apply to the State Fire Marshal for a grant for its reasonable costs in participating in the State Fire Marshal's education and training program pursuant to this section.

~~SEC. 24.~~

SEC. 20. Section 12637 of the Health and Safety Code is amended to read:

12637. (a) All fireworks or pyrotechnic devices intended for sale in this state, that are products of nonlicensed manufacturers, shall be examined and classified by the State Fire Marshal upon written application on forms provided by the State Fire Marshal. The application shall be accompanied by a ~~fee,~~ *fee* in an amount determined by the State Fire Marshal.

(b) The fee shall be assessed for each label of an item of identical size and design of a given lot or batch, provided that the lot or batch is identifiable by a code, serial number, shipment lot, case cargo number, or other similar methods.

(c) Each lot or batch shall include 10 samples of the firework or pyrotechnic device, with the proper label, name of the item, EX or FC number, how it should be classified, such as safe and sane, snap cap, or party popper, and a copy of the EX or FC application with the chemical analysis and a drawing of the item.

(d) A separate application and fee shall be submitted for each lot or batch.

(e) The State Fire Marshal seal and the wholesalers or importers registration number shall not be imprinted on the label until the lot or batch has been examined and classified.

~~SEC. 25.~~

SEC. 21. Section 12643 of the Health and Safety Code is amended to read:

12643. A licensee desiring to do an act specified in Section 12640 shall first make a written application for a permit to the chief of the fire department or the chief fire prevention officer of the city or county, or to another issuing authority that may be

designated by the governing body of the city or county. In the event there is not an officer or person appointed within the area, an application shall be made to the State Fire Marshal or the State Fire Marshal's deputy. Applications for permits shall be made in writing at least 10 days before the proposed act.

~~SEC. 26.~~

SEC. 22. Section 12645 of the Health and Safety Code is amended to read:

12645. The officer to whom the application for a permit is made shall undertake an investigation and submit a report of the officer's findings and the officer's recommendation concerning the issuance of the permit, together with the officer's reasons therefor, to the governing body of the city or county. The applicant for a permit to conduct a public display shall file a certificate evidencing the possession of a valid public display license with the officer making the investigation.

~~SEC. 27.~~

SEC. 23. Section 12648 of the Health and Safety Code is amended to read:

12648. The officer to whom the application for a permit for a public display of fireworks is made shall investigate to determine whether the display as proposed will be of a character or located such that it may be hazardous to property or dangerous to any person. The officer shall, in the exercise of reasonable discretion, recommend granting or denying the permit, subject to those conditions as the officer may prescribe.

~~SEC. 28.~~

SEC. 24. Section 12649 of the Health and Safety Code is amended to read:

12649. The applicant for a permit for a public display of fireworks shall, at the time of application, submit their license for inspection and furnish proof that they carry compensation insurance for their employees as provided by the laws of this state.

~~SEC. 29.~~

SEC. 25. Section 12723 of the Health and Safety Code is amended to read:

12723. (a) It is the intent of the Legislature that this section, as well as Sections 12724 and 12726 create a uniform statewide policy regarding a state, county, special district, or local government entity's safe seizure, storage, repurposing, destruction,

or disposal of class 1.4G federally approved dangerous fireworks and class 1.4G California classified safe and sane fireworks. It is further the intent of the Legislature that any savings achieved to the State Fire Marshal Fireworks Enforcement and Disposal Fund, established pursuant to Section 12728, because of this section and Section 12724, should be allocated to enforcement efforts targeting the sale, storage, transportation, importation, and use of dangerous fireworks and should not impact additional funds that may be appropriated to this fund each fiscal year.

(b) For purposes of this section and Section 12726, the following terms shall apply:

(1) "Collection site" means a recognized site where seizing entities shall deposit fireworks for collection by the State Fire Marshal or the State Fire Marshal's designee.

(2) "Commercially viable" means federally approved dangerous consumer fireworks or California classified safe and sane fireworks that have been determined by the State Fire Marshal or the State Fire Marshal's designee to be in a physical condition to be repurposed or resold in states that are not contiguous to California.

(3) "Federally approved dangerous fireworks" means dangerous fireworks, as defined in Section 12505, that are approved by the United States Consumer Product Safety Commission and comply with Part 1507 of Title 16 of the Code of Federal Regulations and the United States Department of Transportation requirements set forth in Title 49 of the Code of Federal Regulation.

(4) "Management" or "managed" means adherence to a uniform statewide policy regarding the state, a county, a special district, or a local government entity's safe seizure, storage, repurposing, destruction, or disposal of class 1.4G federally approved dangerous fireworks or class 1.4G California classified safe and sane fireworks seized by any of the above entities.

(5) "Safe and sane fireworks" has the same meaning as Section 12529.

(c) The authority seizing fireworks under this chapter shall notify the State Fire Marshal not more than three days following the date of seizure and shall state the reason for the seizure and the quantity, type, and location of the fireworks. Fireworks, with the exception of dangerous fireworks, seized pursuant to Section 12721 shall be managed by the State Fire Marshal in the manner prescribed by the State Fire Marshal, in accordance with Section

12726, at any time subsequent to 60 days from the seizure or 10 days from the final termination of proceedings under Section 12593 or 12724, whichever is later. Dangerous fireworks shall be managed according to procedures in Sections 12724 and 12726. Fireworks seized by any authority as defined in this chapter, other than the State Fire Marshal or the State Fire Marshal's salaried assistants, shall be managed in a manner prescribed by the State Fire Marshal by that authority.

~~SEC. 30.~~

SEC. 26. Section 12726 of the Health and Safety Code is amended to read:

12726. (a) The dangerous or safe and sane fireworks seized pursuant to this part shall be managed by the State Fire Marshal in the manner prescribed by the State Fire Marshal at any time after the final determination of proceedings under Section 12724, or upon final termination of proceedings under Section 12593, whichever is later. If no proceedings are commenced pursuant to Section 12724, the State Fire Marshal shall manage these fireworks pursuant to subdivisions (d) to (k), inclusive.

(b) (1) To carry out the purposes of this section, the State Fire Marshal shall, in consultation with the relevant federal and state agencies and local jurisdictions, develop specific protocols and procedures for the safe seizure, storage, repurposing, destruction, or disposal of class 1.4G federally approved dangerous fireworks and class 1.4G California classified safe and sane fireworks.

(2) State, county, special district, and local government entities shall handle, transport, and store seized fireworks in a manner prescribed by the State Fire Marshal.

(c) If dangerous fireworks are seized pursuant to a local ordinance that provides for administrative fines or penalties and these fines or penalties are collected, the local government entity collecting the fines or penalties shall forward 25 percent of the collected moneys to the Controller for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund, as described in Section 12728.

(d) The seizing entity shall separate fireworks that are not legal for sale to consumers in California or any other state, and ensure that this material is stored in accordance with all applicable state and federal hazardous waste laws and regulations until the time when these fireworks can be disposed of by the appropriate local

bomb squad. *At their time of seizure and thereafter, all seized, commercially viable, federally approved dangerous fireworks and California classified safe and sane fireworks shall remain hazardous material until the State Fire Marshal or designee determines otherwise.*

(e) The seizing entity shall notify the State Fire Marshal or designee within three days of the determination that the seized product may be transferred. The notification shall include the amount of federally approved dangerous consumer fireworks or safe and sane fireworks that have been seized, a general description of the condition of the packaging of the fireworks, and the collection site from which the fireworks will be collected.

(f) The State Fire Marshal or designee shall arrange for pickup or transportation of all federally approved dangerous consumer fireworks or safe and sane fireworks that are at the collection site. The State Fire Marshal or designee shall be responsible for sorting the commercially viable fireworks from hazardous waste and managing all of the material in compliance with state and federal laws.

(g) Any commercially viable, federally approved dangerous consumer fireworks or safe and sane fireworks shall be available for sale by any California licensed fireworks importer-exporter or wholesaler, in good standing. The revenue from the sales shall be deposited in the State Fire Marshal Fireworks Enforcement and Disposal Fund, established pursuant to Section 12728.

(h) The importer-exporter or wholesaler who purchases fireworks pursuant to subdivision (g) may, to the extent allowed by any applicable state and federal laws, repurpose and retain any seized commercially viable federally approved dangerous consumer fireworks within the state for a period not exceeding 90 days. Before the expiration of the 90-day period, they shall ship those fireworks to a site operated by the importer-exporter, wholesaler, or another entity in another state that is authorized to accept the shipment.

(i) (1) The State Fire Marshal or the State Fire Marshal's designee shall not be required to accept any of the following materials:

(A) Military ordnance.

(B) Explosives as defined by Section 12000.

(C) Blasting caps.

(D) Explosive precursor chemicals.
(E) Loose pyrotechnic powder.
(F) Black powder.
(G) Smokeless powder.
(H) Destructive devices.
(I) Improvised explosive devices.
(J) Homemade fireworks.
(K) Emergency signaling devices.
(L) Agricultural and wildlife devices.
(M) Road flares.
(N) Fuzees.
(O) Electric matches.
(P) Hobby fuses.
(Q) Butane lighters.
(R) Matches.
(S) Class ~~1.3 G~~ *1.3G* fireworks.
(T) Wet fireworks.
(U) Hazardous waste.
(V) Banned hazardous substances.

(2) Seized fireworks shall not be accepted by the State Fire Marshal or the State Fire Marshal's designee without an accompanying completed seizure form, as created by the State Fire Marshal.

(j) (1) On a quarterly basis, each seizing entity shall notify the State Fire Marshal of all administrative, civil, or criminal fines or penalties levied or collected pursuant to Section 12700, 12702, or 12703 or for any violations of subdivision (b) of Section 12700 or any regulation or ordinance adopted pursuant to subdivision (b) of Section 12700.

(2) Within 60 days of the seizing entity's receipt of any or all administrative, civil, or criminal fines or penalties described in paragraph (1), 25 percent of all sums collected in each quarter by the seizing entity shall be transmitted to the State Fire Marshal for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund, established pursuant to Section 12728.

(k) On or by January 31 of each year, the State Fire Marshal shall advise each seizing entity of all of the following:

(1) The total poundage of all seized fireworks the seizing entity delivered during the last calendar year.

(2) The total poundage of all seized fireworks delivered by the seizing entity in the last calendar year that could not be repurposed and the cost of disposing the fireworks.

(3) That the seizing entity shall be responsible for 50 percent of the cost incurred for disposal minus all sums transmitted to the State Fire Marshal during the last calendar year by that seizing entity pursuant to subdivision (c).

~~SEC. 31.~~

SEC. 27. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

O

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: June 29, 2021

TO: City Council

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the December 15, 2020 regular meeting as presented.

BACKGROUND

STRATEGIC PRIORITIES

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. Minutes 12.15.2020 CC regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
December 15, 2020

A. ROLL CALL, POSTING OF AGENDA

At 5:39 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority, Oxnard Community Development Successor Agency, and Oxnard Financing Authority) in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present via videoconference. Housing Commissioners Jose Andrade and Francisco Vega were also present via videoconference.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Michelle Ascencion, City Clerk and Rose Chaparro, City Clerk Elect.

Staff members that participated via videoconference were Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Emilio Ramirez, Housing Director; Scott Whitney, Chief of Police; Jason Benites, Assistant Chief of Police; Alexander Hamilton, Interim Fire Chief; Rosemarie Gaglione, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Jeff Pengilley, Interim Community Development Director; Scott Kolwitz, Planning & Environmental Services Manager; Joe Pearson II, AICP, Senior Planner; Rosie Ornelas, Economic Development; Kevin Riper, Chief Financial Officer; and Donna Ventura, Assistant Chief Financial Officer.

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

C. CLOSED SESSION

City Attorney Department

C.1 The City Attorney read the following closed session statement:

> "The City Council will recess to a closed session pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case."
>
> At 5:42 p.m., the City Council recessed to a closed session. At 5:59 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.

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E. RECOGNITION OF DEPARTING OFFICIALS, INSTALLATION OF NEWLY ELECTED OFFICIALS

City Manager Department

1. SUBJECT: Recognition of Outgoing Elected Officials.
RECOMMENDATION: That the City Council:
1. Adopt **Resolution No. 15,400** honoring Mayor Tim Flynn's service on the City Council;
2. Adopt **Resolution No. 15,401** honoring Mayor Pro Tem Carmen Ramirez's service on the City Council; and
3. Adopt **Resolution No. 15,402** honoring Michelle Ascencion's service as City Clerk.

The City Manager gave a report. Public comments were received from Trevor Zierhut, Pat Brown, Manuel Herrera, Christopher Ortiz, Tayzia Santiago, Larry Barbarine, Daniel Chavez, Jr., Karl Lawson, Gabriel Teran, and Armando Delgado. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Flynn, Ramirez, MacDonald, Basua, Madrigal, Lopez, and Perello voted in favor; the motion carried 7-0.

City Clerk Department

2. SUBJECT: Declare Results of the Canvass of Returns of the November 3, 2020 General Municipal Election and Administer the Oath of Office.
RECOMMENDATION: That the City Council:
1. Adopt **Resolution No. 15,403** declaring the results of the canvass of returns of the November 3, 2020 General Municipal Election in the City of Oxnard;
2. Authorize the City Clerk to administer the oath of office to the newly elected officers, followed by remarks from the City Treasurer, City Clerk, Councilmembers, and Mayor.

The City Manager gave a report. Public comments were received from Trevor Zierhut, Renee Zaragoza, Lynda Zaragoza, Patricia Garcia, Elizabeth Ramirez, Mike Gregson, Doug Stuart, Anthony Mireles, Debbie Acosta, Bill Gallaher, Jacob Zaragoza, Manuel Herrera, Armando Delgado, Karl Lawson, Christopher Ortiz, and Abel Magana. Discussion ensued among the Council and staff.

It was moved by Councilmember Ramirez, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Flynn, Ramirez, MacDonald, Basua, Madrigal, Lopez, and Perello voted in favor; the motion carried 7-0.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received regarding street vendors from Walter Snyder, Manuel Herrera, Ian Hernandez, Beatriz Basurto, Daizy Contreras, Larisa Penaloza, Manuel Solos, Sulema Curiel, Alex Ruiz, Jennifer Vasquez, Claudia Rangel, Raul Rojas, Sofia Vega, Khloe Partido, Angel Cerda, Cynthia Martinez, Manuel Lupian, Chris Araujo, Elisa Ramirez, Patricia Guillen, Antonio Gonzalez, Armanda Gomez, Charlotte Mayeda, Gyssel Cleynick, Amparo Mazariegos, Celena Torres, Celeste Gambino, Melissa Bivian, Rosa Aguilar, Dr. Martin Alberto Gonzalez, Melissa Soriano, Kevin

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Antonio, Jennifer Flores, Santillan, Moises Fino, Veronica Esquivel, Angel Garcia, Ana Chavez, Gabriel Ambriz, Stefanie Becerra, Peggy Rivera, Michelle Ramos, David Little, Isaura Gomez, Greg Minier, Armanda Ulman, Lucy Cartagena, Matthew Merricks, Ricardo Torres, Chris Ramirez, Lang Martinez, Chris Hernandez, Carolina Gallardo-Magana, and Brenda Tungui.

At 9:26 p.m., Councilmember Ramirez made a motion to continue the meeting, seconded by Councilmember Perello. VOTE: Basua, Lopez, MacDonald, Madrigal, Perello, Ramirez and Zaragoza voted in favor; the motion carried 7-0.

G. REPORT OF CITY MANAGER

City Manager Department

1. SUBJECT: COVID-19 Update from Director of Emergency Services.
RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

The City Manager gave a report on the City's COVID-19 response. No formal action was required.

H. CITY COUNCIL REPORTS

City Attorney Department

1. SUBJECT: Selection of Mayor Pro Tem.
RECOMMENDATION: That City Council, pursuant to Government Code sections 34905 and 36801, select a Mayor Pro Tem to serve in the event of the Mayor's absence.

The City Attorney gave a report. No public comments were received. Councilmember Perello made a motion to nominate and appoint Councilmember MacDonald to serve as Mayor Pro Tem to serve in the event of the Mayor's absence.

It was moved by Councilmember Perello, seconded by Councilmember Ramirez, to appoint Councilmember MacDonald serve as Mayor Pro Tem. VOTE: MacDonald, Perello, Lopez, Zaragoza, Madrigal, Ramirez, and Basua voted in favor; the motion carried 7-0.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 though K-13 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Pat Brown regarding items K-4, K-9, and K-10.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

DRAFT

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the City Council approve the minutes of the December 1, 2020 regular meeting as presented.

City Manager Department

2. SUBJECT: 2021 Meeting Schedule for Legislative Bodies.
   RECOMMENDATION: That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority approve the proposed meeting dates for the calendar year 2021.

City Attorney Department

3. SUBJECT: Measure E Transactions and Use Tax Implementation.
   RECOMMENDATION: That the City Council:
   1. Adopt **Resolution No. 15,404** approving and authorizing the Mayor to execute the Agreement for Preparation to Administer and Operate City's Transactions and Use Tax Ordinance (A-8277) and the Agreement for State Administration of City Transactions and Use Taxes (A-8278) with the California Department of Tax and Fee Administration (CDTFA); and
   2. Adopt **Resolution No. 15,405** Authorizing the Examination of Transactions (Sales) and Use Tax Records.

Community Development Department

4. SUBJECT: Update and Six-Month Extension of Agreement Between the City and Oxnard Downtown Management District (ODMD).
   RECOMMENDATION: That the Council:
   1. Receive an update on the efforts to strengthen the Downtown Oxnard Property Based Improvement District; and
   2. Approve an extension and amendments to Agreement No. 4192-07-CD (Fifth Amendment) with the Oxnard Downtown Management District, Inc. to extend services to a maximum date of June 30, 2021 and provide for additional ODMD Board appointments.

Community Development Department

5. SUBJECT: Planning and Zoning Permit No. 18-300-09 (Final Map for 18-300-09) for the 700 Block of Doris Avenue Subdivision. Filed by James Rasmussen for Rasmussen Living Trust, LLC, 26500 West Agoura Rd. #652, CA 91392.
   RECOMMENDATION: That the City Council:
   1. Accept Final Map 18-300-09 for the 700 Block of Doris Avenue Subdivision;
   2. Receive and file a “Notice of Pending Approval” for Tract Map 18-300-09 by the Interim Community Development Director including signature of “City Council’s Certificate” on the title sheet.

Community Development Department

DRAFT

6. SUBJECT: Second Reading and Adoption of Ordinance No. 2994 - Amendment to Chapter 11, Article XVII of the Oxnard City Code (OCC) Pertaining to Commercial Cannabis Regulations, Repeal of Chapter 11, Article XV of the OCC Pertaining to Medical Cannabis Delivery, and Repeal of Chapter 7, Article XVI of the OCC Pertaining to Cannabis and Medical Cannabis Activities.
RECOMMENDATION: That the City Council:
1. Adopt Ordinance No. 2994 (by title only, waiving further reading) that:
A. Repeals and readopts Chapter 11, Article XVII of the Oxnard City Code (Oxnard City Code Sections 11-450 to 11-496) regarding Commercial Cannabis Regulations;
B. Repeals Chapter 11, Article XV of the Oxnard City Code (Oxnard City Code Section 11-390 to 11-403) regarding medical cannabis delivery; and
C. Repeals Chapter 7, Article XVI of the Oxnard City Code (Oxnard City Code Sections 7-280 to 7-285) regarding cannabis and medical cannabis activities.

Community Development Department

7. SUBJECT: Seventh Amendment to Agreement No. 7748-17-FN with HdL Companies for Cannabis Management Services
RECOMMENDATION: That the City Council:
1. Approve and authorize the Mayor to execute the Seventh Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates ("HdL") to extend the term and increase the amount of the Agreement, which provides for Sales Tax and Economic Analysis, Allocation Audit and Recovery, and Cannabis Fiscal Analysis and Taxation Strategies consulting services, from $791,593 to $988,893; and
2. Approve the budget appropriation of $197,300 for the Seventh Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates, which is recoverable through the Cannabis Business Permit Fee and does not impact fund balance.

Community Development Department

8. SUBJECT: Planning and Zoning Permit No. 20-300-05 (Final Tract Map for Tract No. 5968-2 for Condominium Purposes) Associated with Planning and Zoning Permit No. 15-300-06 for Wagon Wheel "The Village" Specific Plan. Filed by Corey Harpole, Oxnard CRFL Partners, LLC, 64 Maxwell, Irvine, California 92618.
RECOMMENDATION: That the City Council:
1. Accept Final Map 5968-2 for condominium purposes associated with PZ 15-300-06 Tentative Tract Map No. 5968 of The Village Specific Plan.
2. Receive and file a "Notice of Pending Approval" for Final Map for Tract 5968-2 by the Interim Community Development Director including signature of "City Council's Certificate" on the title sheet.

Housing Department

9. SUBJECT: Appropriation of $744,209 of Permanent Local Housing Allocation (PLHA) fund for the purpose of supporting the cost of Agreement A-8194 for Fiscal Year 2020-21 shelter and navigation center operations.
RECOMMENDATION: That the City Council recognize and appropriate the

DRAFT

Permanent Local Housing Allocation (PLHA) funds awarded by the California Department of Housing and Community Development (HCD) in the amount of $744,209 to operate and support the City's Homeless Shelter on K- Street (outlined as Activity 3 - Project 215102).

Human Resources Department

10. SUBJECT: Conditional Approval of HOME Program Funding for Cabrillo Economic Development Corporation for the Etting Road Affordable Housing Development.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,406** granting conditional approval to the Oxnard Housing Department to provide gap financing to Cabrillo Economic Development Corporation in the amount of $1,000,000 using federal HOME Investments Partnership Program funds for construction of a multi-family affordable housing development project, known as the Etting Road Apartments, consisting of forty-one affordable rental units and one manager's unit.

Police Department

11. SUBJECT: Federal and State Asset Forfeiture Funds.
RECOMMENDATION: That City Council approve a special budget appropriation in the amount of $115,000 for the use of Federal ($91,000) and State ($24,000) asset forfeiture funds allocated to the City of Oxnard's Police Department.

Police Department

12. SUBJECT: Supplemental Law Enforcement Services Fund (SLESF).
RECOMMENDATION: That the City Council:
1. Recognize $313,465 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program;
2. Approve a budget appropriation in the amount of $313,465 to support the Police Department's body worn camera deployment; and
3. Authorize the Chief Financial Officer or designee to approve additional budget appropriations if awarded.

Public Works Department

13. SUBJECT: Agreement for Landscape Maintenance Services for Westport Community Facilities District (CFD) 2.
RECOMMENDATION: That the City Council:
1. Approve and authorize the Mayor to execute Agreement A-8244 with Garcia's Landscape Maintenance Inc. in the amount of $686,592 for a three-year term ending December 31, 2023 for landscape maintenance services for Westport CFD 2; and
2. Authorize the City Manager to approve a budget appropriation in the amount of $21,788 from available fund balance in the Westport CFD 2 Fund 175.

It was moved by Councilmember MacDonald, seconded by Councilmember Lopez, to approve the Information/Consent items as presented. VOTE: Lopez, Basua, Ramirez, Zaragoza, MacDonald, Perello, and Madrigal voted in favor; the motion carried 7-0.

DRAFT

L. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Consolidated Annual Performance and Evaluation Report for Fiscal Year 2019-20.

RECOMMENDATION: That the City Council:
1. Conduct a public hearing to receive comments from the public relating to Consolidated Annual Performance and Evaluation Report for Fiscal Year 2019-20 to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development; and
2. Approve the City of Oxnard's Consolidated Annual Performance and Evaluation Report for FY2019-20.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Housing Director gave a report.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were heard.

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

It was moved by Councilmember MacDonald, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

M. REPORTS

Finance Department

1. SUBJECT: Amendment to the Existing City Debt Policies.
RECOMMENDATION: That the City Council:
1. Receive a presentation on an amendment to the existing City Debt Policies; and
2. Adopt a resolution amending the existing City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance.

Due to the length of time of the meeting, this item was postponed.

Public Works Department

2. SUBJECT: Award Agreement A-8248 to MIG Inc., for Landscape Architecture and Engineering Design Services for Campus Park Activation Project PW 20-95.
RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement A-8248 with MIG Inc., in an amount of $1,099,938.75 for Landscape Architecture and Engineering Design Services for the Campus Park Activation Project PW 20-95 (Project No. 215701).

DRAFT

The City Engineer gave a report. Public comments were received from Pat Brown and Gabriel Teran. Discussion ensued among the Council and staff.

It was moved by Ramirez, seconded by Basua, to approve the recommended action as presented. VOTE: Ramirez, Basua, Zaragoza, Lopez, MacDonald, Madrigal, and Perello voted in favor; the motion carried 6-0-1. Mayor Pro Tem MacDonald abstained and did not participate, due to the proximity of his residence to the location of campus park.

Public Works Department

3. SUBJECT: Public Works Department Additional Full-time Equivalent Positions and Position Reclassifications.
RECOMMENDATION: That the City Council, in order to meet staffing requirements for purposes including Council approved projects, regulatory compliance, improved customer service, and employee safety:
   1. Adopt **Resolution No. 15,407** to amend Resolution No. 15,357 authorizing an additional 23 full-time equivalent positions and reclassifying eight (8) full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations;
   2. Adopt **Resolution No. 15,408** to amend Resolution No. 15,358 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations; and
   3. Authorize the City Manager to approve a budget appropriation in the amount of $638,619 for FY 2020-21 with an annual fiscal impact of $2,595,881 within the General Fund, Stormwater Fund, Landscape Maintenance District Fund, State Gas Tax Fund, Transportation Development Act Fund, Water Operating Fund, Wastewater Collections Fund, Wastewater Treatment Fund, and Solid Waste Operating Fund.

The Public Works Director gave a report. No public comments were heard. Discussion ensued among the Council and staff.

It was moved by Perello, seconded by Lopez, to approve the recommended action as presented. VOTE: Ramirez, Basua, Zaragoza, Lopez, MacDonald, Madrigal, and Perello voted in favor; the motion carried 7-0.

Recess to closed session to conference room.

N. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Aaron Starr.

O. CLOSED SESSION

The City Attorney read the following closed session statement:

DRAFT

"The City Council will recess to a closed session pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys the title of the litigation being discussed is City of Oxnard v. Starr. The Council will also recess to a close session pursuant to Government Code section 54956.9(d)(4) based on existing facts and circumstances to decide whether to initiate litigation in one potential case."

At 12:07 a.m., the City Council recessed to a closed session. At 12:37 a.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that the Council by unanimous vote has directed its attorneys to initiate an action and that this action the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude settlement negotiations to its advantage.

City Attorney Department

1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
   (Government Code Section 54956.9(d)(1))
   Name of case: City of Oxnard v. Starr
   Ventura County Superior Court Case No. 56-2020-00539039-CU-MC-VTA

City Attorney Department

2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   (Government Code section 54956.9(d)(4))
   Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

P. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 12:39 a.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

DRAFT

CITY OF OXNARD CALIFORNIA

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

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: June 29, 2021

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

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Fourth Amendment to Axon International Contract.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement for Body Worn Cameras with Axon International, Inc. (A-7858) to extend and add to the scope of services regarding evidence management, bringing the total value of the Agreement to $2,451,318.01.

(Due to time constraints, this went to print before the Committee outcome was announced.)

BACKGROUND

In March of 2016, City Council approved the original agreement with Axon International, in the amount of $375,608.65. The agreement was for the purchase of 50 body-worn cameras (BWC's), with an Officer Safety Plan (OSP). The OSP included BWC's and Taser conducted energy weapons (CEW's). BWC's have been shown to have a positive impact on the public's perception and confidence in the police. Overall, BWC's improve police-community interactions, as well as promote transparency in operational procedures.

In September of 2016, City Council approved the first amendment to the agreement, in the amount of $729,808.27, for the purchase of 100 additional BWC's including the OSP.

In March of 2018, City Council approved the second amendment to the Agreement, in the amount of $268,973.55 for the purchase of 50 additional BWC's. This purchase did not include an Officer Safety Package, thus Taser CEW's were not included. The Police Department currently has an inventory of 200 BWC's that are assigned to sworn personnel.

On March 17, 2020, City Council approved a third amendment to the Agreement which made the following changes to the existing contract: 1) added 66 licensed users to Evidence.com, 2) added Redaction Assistant software, 3) added 80 units of Signal Vehicle for patrol vehicles, 4) added a video recording system for six interview rooms at police headquarters, and 5) ratified the purchase of 50 Taser CEW's.

This fourth amendment will consolidate all contracts with Axon into the existing Agreement (A-7858) and will include the following changes: 1) All licenses within the Evidence.com evidentiary management system will be updated (Auto-Tagging and Redaction Assistant included), 2) all Tasers will be upgraded to the latest Taser 7 CEW model, and 3) Axon Air software for the Unmanned Aerial Systems (UAS) will be added. All licenses

and features within Evidence.com and the upgrade to Taser 7 will be part of the upgraded Officer Safety Plan 7 (OSP7).

Axon's Evidence.com is a cloud-based system that consolidates digital files, making them easy to manage, access, and share while maintaining security and chain of custody. Attached to each BWC are the Auto-tagging and Redaction Assistant license features within Evidence.com. Auto-tagging of BWC footage automatically connects an officer's BWC footage with the call for service in the Computer-Aided Dispatch (CAD) system. Because officers may have more than 20 recorded contacts per day, this feature saves time and reduces errors. Prior to releasing BWC video, it is necessary to redact the videos to ensure that privacy and confidentiality matters are respected where appropriate. Axon's Redaction Assistant software uses artificial intelligence to automatically identify and track faces, screens, and license plates in a video. Redaction Assistant reduces the amount of time required to redact a BWC video by approximately 90%, compared to conventional methods of manual video redactions.

Axon Interview Room is connected to all six (6) interview rooms throughout the police station. Interview Room uses covert cameras and microphones to record interviews and interrogations conducted within the equipped rooms. The recordings can be streamed live and shared with other detectives, command staff personnel, and District Attorney Investigators for more effective interviews and interrogations. The sometimes lengthy recordings can then be uploaded directly into Evidence.com. The initial installation cost of the Axon Interview Room was paid for in the third amendment to the Agreement. The first year under this amendment will be $8,882.44; years 2-5 costs will be $1,512.04.

Unmanned Aerial Systems (UAS), more commonly known as drones, are rapidly changing possibilities in policing. As witnessed in 2020 during the COVID-19 pandemic and the numerous protests in Oxnard, the drones proved to be an effective tool for surveying crowds and monitoring the unfolding events without the necessity of a visible police presence. Over the last year, drones have also been utilized on dangerous tactical situations exponentially increasing the safety for the officers involved and allowing for more de-escalation options. Axon Air enhances the capabilities of the drones through proprietary software that works directly with Evidence.com and the tablets used to monitor and control the drones. Axon Air allows for live streaming to allow for real-time decision making. It also saves hours that are normally spent uploading UAS video footage. The 10 Axon Air licenses being added for the pilots will also provide unlimited storage of drone footage in Evidence.com, which was previously a growing cost concern. The cost for Axon Air is $9,000 a year for years 1-5.

The Taser has been a primary less lethal option for Oxnard PD officers for nearly 20 years. The weapon system has continuously evolved and as the technology improved, the Department has periodically upgraded Taser CEW's progressing from the 1999 M26 model, to the 2003 X26 model, and then to the current X26P CEW that was introduced in 2013; these were all single-shot models. The Taser 7 conducted energy weapon was released by Axon in 2018 and offers significant technological advancements over the Department's existing Taser X26P model, which is now approaching obsolescence. Some of the patented proprietary features include:

1. the ability to activate all Axon BWC's with a radius of approximately 20 feet when the Taser is activated,
2. an arc feature that can be operated without removing the dart cartridges (the visual and audible display of the arc have proven to help de-escalate situations),
3. capability of firing multiple shots (a close quarter cartridge and standoff cartridge),
4. the laser targeting system has a green and a red laser so the officer knows which cartridge is being deployed,
5. Taser 7 delivers a similar electrical charge as previous models but at a faster pulse rate which accelerates the

neuro-muscular incapacitation,
6. darts have been improved to fly straighter and faster with nearly two times the kinetic energy than the previous dart design to increase the odds of connecting through heavy clothing and,
7. Taser 7 can connect wirelessly to the Axon network to enable easier inventory management, firmware updates, uploading of device logs, and evidence collection.

The Taser CEW (current and previous models) has a proven track record of effectiveness. Considering recent legislative changes that have further restricted force options for officers, it is imperative that they are equipped with a less lethal tool that increases safety and may assist with de-escalating high-stress and potentially violent encounters.

The Taser 7 CEW is part of the OSP7 package. The overall first year cost for the Officer Safety Plan 7 $471,238.13; years 2-5 will be $488,474.86.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Product	Year 1	Year 2	Year 3	Year 4	Year 5
OSP7	$471,238.13	$477,962.82	$477,962.82	$477,962.82	$477,962.82
Gap Coverage	$8,298.00	$0.00	$0.00	$0.00	$0.00
Interview Room	$8,882.44	$1,512.04	$1,512.04	$1,512.04	$1,512.04
Axon Air	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00
Totals	$497,418.57	$488,474.86	$488,474.86	$488,474.86	$488,474.86

For Fiscal Year 2021-2022, $375,000 has been budgeted from the General Fund (101-2101-802-8209) and the remaining balance will be covered by the State Supplemental Law Enforcement Services Fund (SLESF) Grant (195-2030-802-8209). There is sufficient funding from the SLESF Grant to fund the additional cost of the amendment.

Prepared by: Marc Amon, Police Department

ATTACHMENTS
1. Axon Fourth Amendment 2021 (1)
2. AXON FOURTH AMENDMENT

FOURTH AMENDMENT TO AGREEMENT A-7858 WITH AXON INTERNATIONAL, INC. FOR THE EXTENSION OF THE BODY-WORN CAMERA PROGRAM, TASERS, AND EVIDENCE MANAGEMENT

Public Safety Committee
June 22, 2021

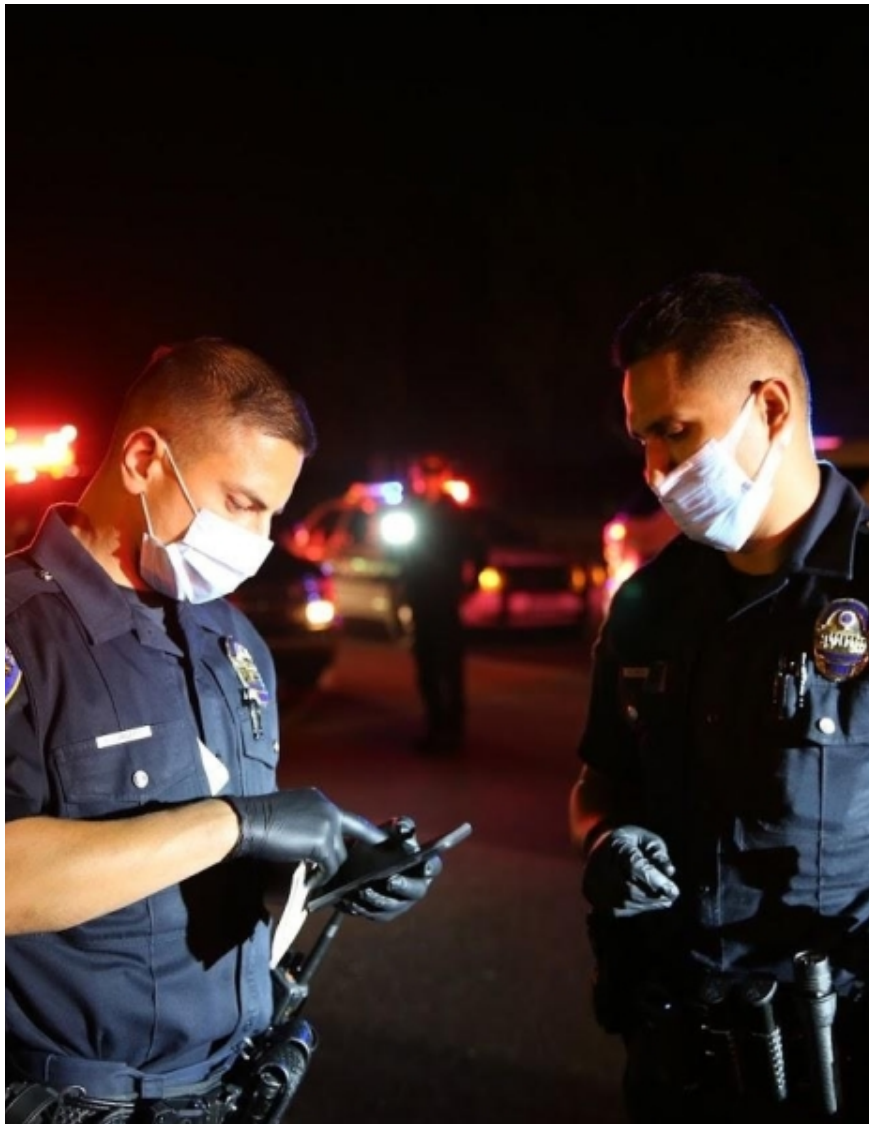
City Council
June 29, 2021

Marc Amon
Police Commander

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement for Body Worn Cameras with Axon International, Inc. (A-7858) to extend and add to the scope of services regarding evidence management, bringing the total value of the Agreement to $2,451,318.01.



RECOMMENDATION

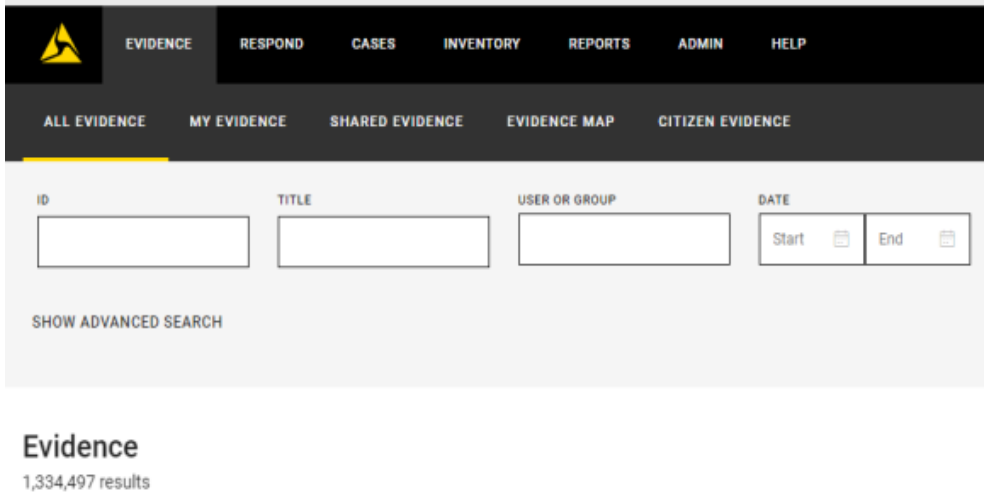
The total amount for the five-year-term is $2,451,318.01, an increase of $800,324.76. The amendment will extend the term of the following products from Axon:

1. Body-worn cameras
2. Evidence.com
3. Tasers (includes upgrade)
4. Interview Room

The amendment will also add additional storage and proprietary software for the unmanned aerial systems to be compatible with Evidence.com using Axon Air. The new plan (Officer Safety Plan 7) will consolidate all Axon products together.

BACKGROUND – BODY-WORN CAMERA

- In March 2016, City Council approved the original agreement with Axon International for the first lot of body-worn cameras (BWC).
- Axon was selected not only for the BWC device but also for the storage and management of the anticipated evidentiary footage.
- Since 2016, more than 1.3 million pieces of evidence have been placed into Evidence.com.



BACKGROUND – EVIDENCE.COM

- Evidence.com is the proprietary cloud-based software and storage service from Axon.
- Evidentiary photos and BWC footage can be shared directly with the District Attorney's Office, eliminating the need to burn and transfer CD's while maintaining the chain of evidence.
- Axon recently expanded the capabilities of evidentiary storage and live streaming to non-Axon devices such as the unmanned aerial systems (UAS), more commonly known as drones.

BACKGROUND – EVIDENCE.COM

- Other important features of Evidence.com
  - Redaction Assistant
  - Auto-tagging

BACKGROUND – Interview Room

- New technology allows for streaming and sharing live
- Seamless integration with Evidence.com

BACKGROUND – TASER CEW

- The Department has been using the proprietary flagship device from Axon, the Taser conducted energy weapon (CEW) since the early 2000s.
- Tasers have proven to be an effective less-lethal tool reducing the chance of injury or death for combative suspects and officers.
- On September 30, 2020, AB 1196 was enacted to restrict officers from the use of any choke hold or carotid restraint.
- The current X26P model is nearing obsolescence.

BACKGROUND – TASER CEW

X26P

- Single-shot weapon
- One chance for a connection
- 7+ feet of distance needed for 12" probe spread
- No warning-arc de-escalation button
- Vulnerable to clothing disconnects due to 20+ year old technology probes/cartridges
- Manual firmware updating and data downloading process

TASER 7

- Multi-shot weapon
- Four chances for a connection
- 3.9 feet of distance needed for 12" probe spread
- Warning arc de-escalation button
- Significant increase in ability to overcome clothing disconnects due to new technology released in 2018
- Automated firmware updates/data downloads due to new docking technology

BACKGROUND – UNMANNED AERIAL SYSTEM (UAS)

- UAS or drone use has proven to be another valuable tool.
- It was used frequently during the pandemic to survey the beaches and other public areas.
- With the growing number of protests, it has been used to monitor crowds and unfolding events without the need for visible police presence.
- It is being used more regularly on tactical operations to increase the safety of the officers.
- Over three terabytes used in the last 18-months.

FINANCIAL IMPACT

Product	Year 1	Year 2	Year 3	Year 4	Year 5
OSP7	$471,238.13	$477,962.82	$477,962.82	$477,962.82	$477,962.82
Gap Coverage	$8,298.00	$0.00	$0.00	$0.00	$0.00
Interview Room	$8,882.44	$1,512.04	$1,512.04	$1,512.04	$1,512.04
Axon Air	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00
Totals	$497,418.57	$488,474.86	$488,474.86	$488,474.86	$488,474.86

Grand Total	$2,451,318.01

For Fiscal Year 2021-2022, $375,000 has been budgeted from the General Fund (101-2101-802-8209) and the remaining balance will be covered by the State Supplemental Law Enforcement Services Fund (SLESF) Grant (195-2030-802-8209). There is sufficient funding from the SLESF Grant to fund the additional cost of the amendment.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

Agreement No. A-7858

FOURTH AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT

This Fourth Amendment ("Fourth Amendment") to the Master Services and Purchasing Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 26 day of June 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Axon Enterprise, Inc. ("Vendor") This Fourth Amendment amends the Agreement entered into on February 1, 2016, by City and Vendor. The Agreement previously has been amended on September 13, 2016, by a First Amendment, on March 20, 2018, by a Second Amendment, and on March 17, 2020, by a Third Amendment.

City and Vendor agree as follows:

1. The amount of the Agreement is hereby amended to $2,451,318.01.

2. In Paragraph 2 of the Agreement, an additional quote #Q-295125-44326.743CN shall be inserted after the previously stated quotes.

3. The following is attached hereto and incorporated herein by this reference into the Agreement: Quote-295125-44326.743CN, which consolidates all previous quotes.

4. The following appendices to Exhibit B are deleted:
   a. Evidence.com Terms of Use Appendix
   b. Professional Services Appendix
   c. TASER Assurance Plan
   d. Axon Integration Services Appendix

5. The attached are hereby incorporated into the Agreement:
   e. Axon Cloud Services Terms of Use Appendix
   f. Axon Customer Experience Improvement Program Appendix
   g. Professional Services Appendix
   h. Technology Assurance Plan Appendix
   i. TASER 7 Appendix
   j. Axon Auto-Tagging Appendix
   k. Axon Respond Appendix
   l. Add-on Services Appendix

6. Paragraph 1 in the Agreement is hereby deleted in its entirety and replaced with the following:

   1. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("Term").

   All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans

begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("Subscription Term").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

AXON ENTERPRISE, INC.

Robert Driscoll, VP, Associate General Counsel Date

Jawad Ahsan, CFO Date

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

Oxnard Police Dept. - CA

AXON SALES REPRESENTATIVE
Chris Neubeck
602-708-0074
cneubeck@axon.com

ISSUED
5/10/2021

Q-295125-44326.743CN

Issued: 05/10/2021

Quote Expiration: 06/30/2021

Account Number: 106280

Payment Terms: Net 30
Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Marc Amon
Oxnard Police Dept. - CA
251 South C Street
Oxnard, CA 93030
US

BILL TO
Oxnard Police Dept. - CA
251 South C Street
Oxnard, CA 93030
US

SALES REPRESENTATIVE
Chris Neubeck
Phone: 602-708-0074
Email: cneubeck@axon.com
Fax: (480) 658-0629

PRIMARY CONTACT
Marc Amon
Phone: 805-385-8300
Email: marc.amon@oxnardpd.org

TAP Refresh #8670

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		200	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		27	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		200	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		200	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	200	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	27	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		27	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	0.00

Year 1 GAP coverage- contract #7115 (6/1/2021-6/30/2021)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73835	AUTO TAGGING LICENSE PAYMENT	1	50	9.00	9.00	450.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	1	100	39.00	39.00	3,900.00

Year 1 GAP coverage- contract #7115 (6/1/2021-6/30/2021) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	1	100	39.00	39.00	3,900.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	1	2	24.00	24.00	48.00
					Subtotal	8,298.00
					Estimated Tax	0.00
					Total	8,298.00

Year 1: OSP7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	218	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	218	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	2,180	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	218	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	218	0.00	0.00	0.00
73638	STANDARDS ACCESS LICENSE	60	218	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	218	0.00	0.00	0.00
73687	EVIDENCE.COM VIEWER LICENSE	60	2	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	2	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	37	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	37	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	93	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	31	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	218	0.00	0.00	0.00
73478	REDACTION ASSISTANT USER ACCESS LICENSE	60	218	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		43	0.00	0.00	0.00

Year 1: OSP7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
75015	SIGNAL SIDEARM KIT		218	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		175	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		4	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		218	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		218	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		18	699.00	699.00	12,582.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		654	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		654	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		436	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		436	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		436	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		436	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		436	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		261	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		261	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		2	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		2	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		5	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		18	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		1	0.00	0.00	0.00

Year 1: OSP7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
74200	TASER 7 6-BAY DOCK AND CORE		4	1,500.00	1,500.00	6,000.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		4	300.00	300.00	1,200.00
Other						
73946	OFFICER SAFETY PLAN 7 BUNDLE HEADER	60	218	0.00	0.00	0.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	218	1,908.00	1,749.48	381,386.64
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	37	180.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	31	468.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	218	108.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	18	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		5	0.00	0.00	0.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	218	108.00	108.00	23,544.00
Services						
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
85144	AXON STARTER		1	2,750.00	2,750.00	2,750.00
11609	SMART WEAPON TRANSITION SERVICE		1	2,000.00	2,000.00	2,000.00
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE		1	4,524.00	4,524.00	4,524.00
					Subtotal	433,986.64
					Estimated Tax	37,251.49
					Total	471,238.13

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		6	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		6	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		6	0.00	0.00	0.00

Spares (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		6	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		6	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	6	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 1: IR

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	6	300.00	300.00	1,800.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	12	6	1,188.00	1,063.74	6,382.44
					Subtotal	8,882.44
					Estimated Tax	0.00
					Total	8,882.44

Year 1: Air

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
12338	AXON AIR EVIDENCE.COM LICENSE	60	10	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	10	1,200.00	900.00	9,000.00
					Subtotal	9,000.00
					Estimated Tax	0.00
					Total	9,000.00

Year 2: OSP7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		436	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		436	0.00	0.00	0.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	37	180.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	31	468.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	218	108.00	0.00	0.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	218	1,908.00	1,908.00	415,944.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	218	108.00	108.00	23,544.00
					Subtotal	439,488.00
					Estimated Tax	38,474.82
					Total	477,962.82

Year 2: IR

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	12	6	1,188.00	0.00	0.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	6	300.00	135.34	812.04
					Subtotal	1,512.04
					Estimated Tax	0.00
					Total	1,512.04

Year 2: AIR

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	10	1,200.00	900.00	9,000.00
					Subtotal	9,000.00
					Estimated Tax	0.00
					Total	9,000.00

Year 3: OSP7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		436	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		436	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		436	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		436	0.00	0.00	0.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	37	180.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	31	468.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	218	108.00	0.00	0.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	218	1,908.00	1,908.00	415,944.00
73309	AXON CAMERA REFRESH ONE		218	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		6	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		27	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00

Year 3: OSP7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	218	108.00	108.00	23,544.00
					Subtotal	439,488.00
					Estimated Tax	38,474.82
					Total	477,962.82

Year 3: IR

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	12	6	1,188.00	0.00	0.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	6	300.00	135.34	812.04
					Subtotal	1,512.04
					Estimated Tax	0.00
					Total	1,512.04

Year 3: AIR

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	10	1,200.00	900.00	9,000.00
					Subtotal	9,000.00
					Estimated Tax	0.00
					Total	9,000.00

Year 4: OSP7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		436	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		436	0.00	0.00	0.00

Year 4: OSP7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	37	180.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	31	468.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	218	108.00	0.00	0.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	218	1,908.00	1,908.00	415,944.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	218	108.00	108.00	23,544.00
					Subtotal	439,488.00
					Estimated Tax	38,474.82
					Total	477,962.82

Year 4: IR

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	12	6	1,188.00	0.00	0.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	6	300.00	135.34	812.04
					Subtotal	1,512.04
					Estimated Tax	0.00
					Total	1,512.04

Year 4: AIR

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	10	1,200.00	900.00	9,000.00
					Subtotal	9,000.00
					Estimated Tax	0.00
					Total	9,000.00

Year 5: OSP7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		436	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		436	0.00	0.00	0.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	37	180.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	31	468.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	218	108.00	0.00	0.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	218	1,908.00	1,908.00	415,944.00
73310	AXON CAMERA REFRESH TWO		218	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		6	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		27	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	218	108.00	108.00	23,544.00
					Subtotal	439,488.00
					Estimated Tax	38,474.82
					Total	477,962.82

Year 5: IR

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	12	6	1,188.00	0.00	0.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	6	300.00	135.34	812.04
					Subtotal	1,512.04
					Estimated Tax	0.00
					Total	1,512.04

Year 5: AIR

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	10	1,200.00	900.00	9,000.00
					Subtotal	9,000.00
					Estimated Tax	0.00
					Total	9,000.00
					Grand Total	**2,451,318.01**

Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	2,566,494.00
Discounts	306,326.76
Total	**2,260,167.24**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
TAP Refresh #8670	0.00
Year 1 GAP coverage- contract #7115 (6/1/2021-6/30/2021)	8,298.00
Year 1: OSP7	471,238.13
Spares	0.00
Year 1: IR	8,882.44
Year 1: Air	9,000.00
Year 2: OSP7	477,962.82
Year 2: IR	1,512.04
Year 2: AIR	9,000.00
Year 3: OSP7	477,962.82

Summary of Payments (Continued)

Payment	Amount (USD)
Year 3: IR	1,512.04
Year 3: AIR	9,000.00
Year 4: OSP7	477,962.82
Year 4: IR	1,512.04
Year 4: AIR	9,000.00
Year 5: OSP7	477,962.82
Year 5: IR	1,512.04
Year 5: AIR	9,000.00
Grand Total	**2,451,318.01**

Notes

Agency has existing contracts #8670(originated via Q-69380), #7115 (originated via Q-50027), #26785 (originated via Q-178649) and #18440 (originated via Q-164381)and is terminating that contract upon the new license start date (7/1/2021) of this quote.

The parties agree that Axon is granting a refund of $34,400.79 (applied to Year 1 OSP7 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 6/1/2021-6/15/2021, resulting in a 7/1/2021 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Year 5 billing of contract #00007115,

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #8670. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) **and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA**. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Chris Neubeck at cneubeck@axon.com or fax to (480) 658-0629

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

Axon Cloud Services Terms of Use Appendix

1 **Definitions**.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed moreend users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non- TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice InformationServices Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services- privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon mustalso enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's AxonCloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage.Axon will determine the locations of data centers for storage of Agency Content. For United Statesagencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or anythird-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when availablebasis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- **13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- **13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- **13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- **13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- **13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- **13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- **13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guaranteedata integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service,available at https://www.axon.com/sales-terms-and-conditions and incorporated herein byreference.

Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

4 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

5 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

6 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will coverthe installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

7 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Partiesmust document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

8 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

9 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide aninitial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

10 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for

the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

11 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive thesigned Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

12 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axonbe liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.
- **9.4** If Agency purchases Axon Devices for less than the manufacturer's suggested retail price

("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds

will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location- based on data maintained in Agency's CAD or RMS.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1** Make available relevant systems, including Agency's current CAD or RMS, for assessmentby Axon (including remote access if possible);
- **4.2** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5** Promptly install and implement any software updates provided by Axon;
- **4.6** Ensure that all appropriate data backups are performed;
- **4.7** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

1 **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2 **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good- faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3 **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5 **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submittedthrough the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post- termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: June 29, 2021

TO: City Council

FROM: Phillip Molina
City Treasurer

SUBJECT: Annual Delegation of Investment Authority and Investment Policy.

RECOMMENDATION

That the City Council adopt a resolution:
1. Delegating investment authority to the City Treasurer; and
2. Adopting the FY 2021-22 investment policy for the City.
(This item did not originate in Committee.)

BACKGROUND

Government Code section 53607 authorizes the City Council to delegate its authority to invest or to reinvest City funds, or to sell or exchange securities so purchased, for a one-year period to the City Treasurer. The Council may also renew this delegation of authority each year. On September 15, 1992, the City Council adopted Resolution No. 10,455, delegating to the City Treasurer the authority to invest and to reinvest surplus City funds in short-term public investments and securities. The attached resolution renews the City Treasurer's investment authority pursuant to Resolution No. 10,455 and Government Code section 53607.

Additionally, Government Code section 53646 provides that the City Treasurer may annually render to the City Council a statement of investment policy, which the Council shall consider at a public meeting. The Treasurer last submitted an investment policy to the City Council on July 29, 2020. The policy is attached hereto, and the attached resolution adopts this policy. The policy is, except for the date of expected adoption, unchanged.

The investment policy uses language suggested by the Association of Public Treasurers of the United States and Canada, which several years ago I adapted to Oxnard's needs and which City Council approved. Additionally, suggestions from raters from the California Municipal Treasurers Association (CMTA) were also taken into consideration in upgrading the City's investment policy.

The result has been a City of Oxnard investment policy that in 2019 became the first and only investment policy that ever received a score of 100 from all three CMTA evaluators. One evaluator wrote on the scorecard: "Without a doubt, this is the best Investment Policy that has been submitted to the CMTA Investment Policy Program. I would like to see it be used as a model policy for all California entities. I have never given a score of 100 prior to this policy. Congratulations!"

The City of Oxnard's investment portfolio is conservative and planned with safety of principal as the first objective, followed by provision for funds when needed. Yield is important after these two objectives have been met. The portfolio is diversified as to type of investment, financial institution and maturity. Securities with maturities of more than thirty days are delivered to the City's third-party safekeeping account. City funds are consolidated in the pooled money

investment fund to provide maximum investment opportunity. Analysis of cash-flow provides data for anticipated income, clearance of outstanding checks, and dates for extraordinary expenditures to manage liquidity requirements, like the $20 million-plus annual prepayment to CalPERS every July for the City's unfunded accrued liability that fiscal year, which saves the General Fund hundreds of thousands of dollars.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

1. FY 21-22 Treasurer's Authority Investment Policy
2. FY 21-22 Treasurer's Authority Investment Policy Adoption Resolution

City of Oxnard, California
2021-22 Investment Policy
Adopted June 29, 2021

This statement is intended to provide guidelines for the prudent investment of surplus funds of the City of Oxnard and to outline the policies for maximizing the efficiency of the City's cash management system. It is the policy of the City to invest public funds in a manner that will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all State and local statutes governing the investment of public funds. The references to the City Treasurer shall include his or her designee. This policy does not include retirement, retiree health care savings/trust/plan(s) or deferred compensation plans.

This investment policy applies to the City's pooled investment fund, which includes the General Fund, special revenue funds, capital project funds, enterprise funds, trust and agency funds, and internal service funds. This policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are issued monthly by the trustee and may be included in the City Treasurer's monthly report of the pooled investment fund.

3.0 PRUDENCE-*Reference Ca. Govt. Code 53600.3* Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for the investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by City officials responsible for the investment of public funds shall be the "prudent investor" standard and shall be applied in the context of managing the overall City portfolio of funds. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual's security risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 INVESTMENT OBJECTIVES The City's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the City Treasurer to invest funds to the fullest extent possible. The City Treasurer maintains a diversified investment portfolio to accomplish the primary objectives of safety, liquidity and yield (in that order of priority).

Safety – The safety or risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. The City seeks to mitigate credit risk by prequalifying and continuously monitoring financial institutions with which it will do business and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as FDIC bank ratings, Sheshunoff, Fitch, Moody's and Standard and Poor's rating services may be utilized for this review. The City seeks to mitigate interest rate risk through diversification of instruments as well as maturities.

Liquidity – The City investment portfolio will be structured with sufficient liquidity to allow the City to meet its anticipated cash requirements. This will be accomplished through diversity of instruments to include those with active secondary markets, those which match maturities to expected cash needs and the State Local Agency Investment Fund (LAIF) with immediate withdrawal provisions.

Yield – A competitive market rate of return is the third objective of the City investment program after the fundamental requirements of safety and liquidity have been met.

5.0 DELEGATION OF AUTHORITY California Government Code Section 53607 provides the authority for

the legislative body of the local agency to invest the funds of the local agency or to delegate that authority to the treasurer of the local agency. Effective January 1, 1997, such delegation is to be reviewed annually and may be renewed by the City Council (Appendix 3, Section 53607).

City Council – Under City of Oxnard Resolution No. 10455, the City Council has authorized the City Treasurer to invest City funds in accordance with California Government Code Section 53600, et. seq. The City Treasurer will include review of the delegation of authority in the annual presentation of the investment policy to the City Council.

City Treasurer – The execution of investment transactions on a daily basis will be conducted by the City Treasurer. The Assistant City Treasurer will execute transactions only as directed by the City Treasurer in the absence of the City Treasurer. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment function. The City Treasurer may propose amendments to the City's investment policy, guidelines and procedures at any time in order to carry out the duties as chief investment officer for the City. Such amendments shall be reviewed by the City's Investment Review Committee and considered by the City Council at a public meeting.

6.0 ETHICS AND AVOIDANCE OF CONFLICTS OF INTEREST Investment officials shall refrain from personal business activity that could conflict with proper execution and management of the policy and the investment program, or which could impair their ability to make impartial decisions. Investment officials must provide a public disclosure document by February 1 of each year or when material interest in financial institutions or personal investment position(s) require it. Furthermore, investment officials must refrain from undertaking personal investment transactions with the same individual(s) employed by the financial institution with whom business is conducted on behalf of the City. The City Treasurer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 *CA Govt. Code 53601.5* The City Treasurer shall transact business only with the banks, savings and loan and properly registered securities dealers.

Authorization – The City may conduct business with major registered securities broker-dealers and with dealers designated "Primary" by the Federal Reserve provided all the following criteria are met. The Treasurer or his or her designee will maintain a list of approved financial institutions authorized to provide investment services to the public agency in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). Broker-dealers must:

a. Have offices located within the State of California;
b. Be adequately capitalized;
c. Make markets in securities appropriate to the City's needs;
d. Agree to abide by the conditions set forth in the City's investment policy;

The City Treasurer shall investigate all institutions which wish to do business with the City and shall require that each financial institution complete and return the appropriate questionnaire and required documentation. An annual review of the financial condition and registration of qualified bidders will be conducted by the City Treasurer.

No public deposit shall be made except in a qualified public depository as established by the established State laws. All financial institutions and broker/dealers who desire to conduct investment transactions with the public agency must supply the Treasurer (or Chief Financial Officer) with the following: audited financial statements, proof of NASD certification, trading resolution, proof of State of California registration, completed broker/dealer questionnaire, certification of having read the Public Agency's

investment policy and depository contracts.

Ratings – With the exception of the Local Agency Investment Fund (LAIF) and U.S. Treasury and Government Agency issues, investments shall be placed only in the those instruments and institutions rated favorably as determined by the City Treasurer with the assistance of bank rating services and nationally recognized rating services (FDIC, Fitch's, Moody's, Standard & Poor's, Sheshunoff performance rating, etc.).

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

California Government Code Section 53601 (Appendix 3) defines eligible securities for the investment of surplus funds by local agencies. Surplus funds of the City of Oxnard are invested in compliance with this statute and as further limited in this Investment Policy.

U.S. Government - United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. Maturities are limited to a maximum of five years.

U.S. Agencies - The purchase of instruments of, or issued by, a federal agency or a United States government-sponsored enterprise will be limited to a maximum maturity of five years. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Corporation.

Municipal Bonds, Notes or Evidences of Indebtedness - Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency. Registered State warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.

Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this State include bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. A maximum of 15 percent of the portfolio may be so invested.

Bankers' Acceptances - Bills of exchange or time drafts drawn on and accepted by commercial banks which are eligible for purchase by the Federal Reserve System are known as bankers' acceptances. Purchases of these instruments may not exceed 180 days to maturity or 40 percent of an agency's surplus funds. A maximum of 30 percent may be invested in the bankers' acceptances of any one commercial bank.

Commercial Paper - This short-term unsecured promissory note is issued to finance short term credit needs. Eligible paper is that which is ranked "PI" by Moody's Investor Services or "Al" by Standard & Poor's or Fitch's, issued by a domestic corporation having assets in excess of $500,000,000, and having an "A" or better rating on issuer's debt. Purchases of commercial paper may not exceed 270 days or represent more than 10 percent of the outstanding paper of an issuing corporation. Commercial paper purchases will be limited to 15 percent of the City's portfolio.

Negotiable Certificates of Deposit (NCDs) - Allowable NCDs are issued by a nationally or State-chartered bank or a State or federal association or by a State-licensed branch of a foreign bank. The City Treasurer may invest up to 30 percent of surplus funds in NCDs limited to institutions rated "Aa" or better by Moody's or "AA-" or better by Standard & Poor's CD Rating Services. A rating equivalent to FDIC rating of "One" or "Two" or a Sheshunoff performance rating of A or better is required for those institutions not rated by Moody's, Fitch's or Standard & Poor's. NCDs are considered liquid, trading actively in the

secondary market.

Certificates of Deposit (CDs) - Certificates of deposit or "time deposits" of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 30 percent of the portfolio (GC 53601(i)). In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating equivalent to FDIC rating of “One” or “Two” or a Sheshunoff performance rating of A or better.

Repurchase Agreements - The City may invest in repurchase agreements with banks and dealers of primary dealer status recognized by the Federal Reserve with which the City has entered into a master repurchase contract which specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored by the City Treasurer's office and will not be allowed to fall below 102 percent of the value of the repurchase agreement. In order to conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be eligible negotiable certificates of deposit, bankers' acceptances, commercial paper, or securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States. These eligible securities are further defined by California Government Code Section 53651.

Medium Term Notes - A maximum of 30 percent of the City's portfolio may be invested in medium-term notes issued by corporations organized and operating within the United States. Note maturities may not exceed five years. Securities eligible for investment must be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service (i.e., Moody's or Standard & Poor's).

Mutual Funds - Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53601, are permitted investments. Section 53601(l) further defines requirements. A maximum of 20 percent of the portfolio may be so invested.

Local, State, or County Agency Investment Fund - The Local Agency Investment Fund (LAIF) has been established by the State Treasurer for the benefit of local agencies. The City may invest up to the maximum permitted by LAIF and the Ventura County Investment Pool operated under the control of the County Treasurer, and CALTRUST consistent with California Government Code Section 53635.

Ineligible Investments - Investments not described herein, including but not limited to common stocks and financial futures contracts and options, are prohibited in this fund.

City Inter-fund Loans - Funds may be invested in loans to provide specific funding to City programs, provided no loan shall violate any limitations prescribed by California law. Legal requirements shall include but not be limited to those listed in Government Code section 66006(b)(1)(G) for development impact fees and in Government Code section 66013(d)(5) for water connection, sewer connection and capacity charge fees.

9.0 COLLATERAL

The issue of collateral requirements is addressed in California Government Code Section 53652. All active and inactive deposits must be secured at all times with eligible securities in securities pools pursuant to Sections 53656 and 53657. Eligible securities held as collateral shall have a market value in excess of the total amount of all deposits of a depository as follows:

- government securities, at least 10 percent in excess
- mortgage backed securities, at least 50 percent in excess
- letters of credit, at least 5 percent in excess.

FDIC coverage as the Official Custodian of a public unit is insured up to $250,000 per bank and all active and inactive deposits above the FDIC insured amount must be collateralized to be secured.

10.0 INVESTMENT POOLS/MUTUAL FUNDS

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

a) A description of eligible investment securities, and a written statement of investment policy and objectives.
b) A description of interest calculations and how it is distributed, and how gains and losses are treated.
c) A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
d) A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
e) A schedule for receiving statements and portfolio listings.
f) Are reserves, retained earnings, etc. utilized by the pool/fund?
g) A fee schedule, and when and how is it assessed.
h) Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

11.0 DIVERSIFICATION

The City's portfolio will be suitably diversified by type and institution in an effort to reduce portfolio risk while attaining market average rates.

Security Type and Institution - U.S. Treasury securities and authorized pools, and any portfolio or institutional limits shall comply with California Government Code. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

Maximum Maturities - To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will not be directly invested in securities which mature more than five years from the date of purchase. Reserve funds may be invested in securities exceeding the five years as allowed by California Law (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

A system of internal controls will be maintained to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

Investment Review Committee - The City Treasurer shall form the investment committee, whose members may include the City Manager, and Finance Director, or their designated alternates plus members of the public whose interest and knowledge can provide sound advice to the Investment Review Committee tasked with quarterly review of procedures and adherence to this Investment Policy.

Investment Portfolio Guidelines - Guidelines (Appendix No. 2) have been established for procedures within the City Treasurer's Office to assure internal investment controls and a segregation of responsibilities of investment functions.

Annual Audit - The City's portfolio is included in the annual review of the City's financial management

performed by an independent (as defined by FASB and GASB) outside audit firm.

13.0 PERFORMANCE STANDARDS

The investment portfolio will be designed to attain at least a market-average rate of return during budgetary and economic cycles. Whenever possible, and consistent with risk limitations as defined herein and prudent investment principles, the Treasurer shall seek to augment returns above the market average rate of return as shown on the average CMT (Constant Maturity Treasury) whose maturity most closely matches the average maturity of the portfolio. In addition, the City portfolio will be compared with LAIF and the goal is to maintain a higher positive annual yield than LAIF's annual yield.

14.0 REPORTING-*Reference: CA Govt. Code 53646(b)*

The City Treasurer shall provide investment information to City Council.

Periodic Reports - The City Treasurer will provide detailed reports of the investments in the pooled investment fund portfolio on a monthly basis to the City Council, City Manager, Chief Financial Officer, and City Clerk. Within thirty days of the end of each quarter, these reports will be provided with additional information such as market pricing. This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.

Annual Report - This Investment Policy will be presented annually following the close of the fiscal year, to the City Council for approval.

Financial Statements per GASB #31 - City Treasurer will provide the portfolio's market value gains/losses to Finance to be incorporated in the fiscal year-end balance sheet.

Financial Statements per GASB #40 - Effective June 30, 2005, additional disclosure is required. City Treasurer will provide detailed maturity and rating information to Finance to be incorporated in the Comprehensive Annual Financial Report (CAFR).

15.0 SAFEKEEPING AND CUSTODY –*Reference: CA Govt. Code 53608*

All security transactions, including collateral for repurchase agreements, entered into by the City Treasurer shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts.

16.0 INVESTMENT POLICY ADOPTION –*Reference: CA Govt. Code 53646*

The City of Oxnard's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto by the City Treasurer must be presented to the City Council.

The City Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, master repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. *Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.* No person, or officer may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City of Oxnard.

APPENDIX

No. 1 Glossary
No. 2 Investment Portfolio Guidelines
No. 3 California Government Code Sections related to Investment of Public Funds

City of Oxnard, California
2021-22 Investment Policy
Adopted June 29, 2021

APPENDIX NO. 1: GLOSSARY

AGENCIES: Federal agency securities.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One one-hundredth of a percent (i.e. 0.01 %)

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in inter-dealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&Ls, small business firms, students, farmers, farm

cooperatives, and exporters.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loans associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term “pass-throughs” is often used to describe Ginnie Mae investment instruments.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): Funds from local governmental units may be remitted to the California State Treasurer for deposit in this special fund for the purpose of investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold at a specific date.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase and reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

RATING AGENCIES: **S&P** Probably the best known of the Big Three rating agencies, Standard and Poor's (S&P) is a company providing financial publishing, information and media to the world's capital markets. It is owned by the McGraw-Hill Companies. S&P also publishes stock market indices, the most well-known of which is the S&P 500.

S&P's ratings from the best quality borrowers to the lowest are: AAA, AA, A, BBB, BB, B, CCC, CC, C, and D. Investment grade is BBB and above. S&P uses plus and minus to add intermediate designations to these ratings.

Moody's Moody's started in 1909 as a publishing company, issuing railroad bond guides called Moody's Manuals. It later expanded its coverage to municipal and commercial bonds, and is now called Moody's Investment Services.

Moody's uses the following ratings: Aaa, Aa, A, Baa, Ba, B, Caa, Ca, and C. Numbers are added for intermediate designations, such as Baa1, Baa2, etc. Investment grade is considered to be Baa and above; anything below is considered speculative, or junk.

Fitch Owned by a French Holding Company, Fimalac SA, Fitch operates internationally and offers financial research as well as credit rating services. The smallest of the Big Three, Fitch uses the same ratings scale as S&P.

Conflicts of Interest of rating agencies

Credit ratings agencies receive fees from the issuers of the securities they rate. In the time leading up to the 2008 financial crisis, S&P, Moody's and Fitch all gave consistently high ratings to mortgage-backed securities created by the investment banks who were paying them. This overrating of risky debt instruments contributed to the financial bubble and subsequent decline. Congress has proposed new regulation of these agencies to increase competition and ensure independence in this market

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Federal Reserve Bank is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the banks' vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SPREAD: a) The yield or price difference between the bid and offer on an issue; b) The yield or price difference between different issues.

TREASURY BILLS: A non-interest bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

APPENDIX NO. 2: OXNARD CITY TREASURER INVESTMENT PORTFOLIO GUIDELINES

A. INTRODUCTION. These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.

B. GENERAL FACTORS. Several factors must be considered in preparation for effective portfolio management.

1. Cash Forecast. The cash flow of the City shall be updated daily with an analysis of cash receipts and expenditures. A close working relationship with City Departments having a significant impact on cash flow is maintained to maximize the efficiency of the City's cash management system.

2. Pooled Cash. Whenever practical, the City's cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to specific general ledger cash balances. No City bank account may be opened without the knowledge and consent of the City Treasurer.

3. Authorized Institutions. A list of institutions, which meet the criteria of the Investment Policy and have been authorized by the City Treasurer to do business with the City, will be maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

4. Preservation of Portfolio Value. Yield standards are in place in an effort to maintain earnings consistent with the market average rate of return.

5. Golden Rule of Portfolio Management. Investment instrument characteristics should be known and understood before a purchase of the investment instrument. And recognizing that there are no firm and steadfast rules (strategies) for portfolio management due to the fact that investor expectations change by the day, hour and minute, and because of this market instability, prudent principles of fiscal management must be applied.

C. STRATEGY: Strategy refers to the plan of action for managing financial resources in the most advantageous manner. The City Treasurer uses the following elements in developing strategy.

1. Economic Forecasts. Economic forecast information developed by economists and financial experts, obtained through bankers and brokers, is used to assist the City Treasurer with the formulation of an investment strategy for the City.

2. Investment Implementation. Investment transactions will be executed in conformance with anticipated cash flow requirements, economic conditions, and interest rate trends and must be consistent with the established Investment Policy.

3. Yield Enhancement. Investment techniques will be utilized which increase yield and maintain a fully invested position.

D. INVESTMENT PROCEDURES. The City Treasurer has developed internal investment procedures to

provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

1. Diversification. The fund should consist of a mix of various types of securities, issuers, and maturities.

2. Competitive Bids. Purchase and sale of securities shall be made on the basis of competitive bids and offers with a minimum of two quotes being obtained, when practical.

3. Investment Transactions. Investment transactions will be authorized by the City Treasurer. In his/her absence, the Assistant City Treasurer will execute transactions as prescribed by the City Treasurer prior to his/her absence. In the event of unexpected absence and unavailability by the City Treasurer, the Assistant City Treasurer will transact within established guidelines.

4. Electronic Transactions. Whenever possible, the City will use preformatted wire transfers and ACH debits to restrict the transfer of funds to preauthorized accounts only. All electronic transactions require an initiator plus an approval by an authorized employee. Authenticity is verified on next business day for each electronic transaction.

5. Safekeeping. Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping with the Trust Department of Union Bank of California acting as third party trustee. All such purchases will be on a delivery versus-payment basis. Evidence of account for certificates of deposit will be issued in the City's name and held in City Treasurer's vault.

E. INVESTMENT CRITERIA. All investments will be made in compliance with Federal, State, and Local laws governing the investment of City funds, and in accordance with the City Treasurer's Investment Policy.

1. Maturity of Investment. Investments longer than one year may be made if consistent with the City's cash flow needs, related intent to hold until maturity, unless market conditions demand otherwise. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of City funds, the investment will be matured at the earliest possible opportunity. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved.

Such sales will be determined by the City Treasurer.

2. Certificate of Deposit Evaluation.

   (a) Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of $250,000, approved collateral shall be required at the percentage above market value as specified by California Government Code Section 53652 and/or 53651.
   (b) Negotiable Certificates of Deposit shall be evaluated in terms of the credit worthiness of the issuer as these deposits are uninsured and uncollateralized promissory notes.

F. PRIMARY GOALS. As set forth in the Investment Policy, the primary goals for the City of Oxnard are safety, liquidity, and yield, in that priority order.

1. Safety. The safety/risk associated with an investment refers to the potential loss of principal, accrued interest, or a combination of these. The City of Oxnard employs investment instruments considered to be safe. The primary duty of the City Treasurer is to protect the cash and investments placed in her trust on behalf of the citizens of the community.
2. Liquidity. Liquidity refers to the ability to convert investment holdings to cash immediately with no loss of principal or accrued interest. This quality of investment is important should an unexpected need for funds occur.

3. Yield. Yield is the dollar earnings the investment provides. Yield becomes important only after the fundamental requirements of safety and liquidity have been met.

G. INTERNAL CONTROL OF INVESTMENTS. Investment transactions are controlled through distribution of responsibilities within the Treasurer's Office by the following procedures:

1. The Treasurer initiates each investment transaction.

2. Details of the investment are recorded on a trade slip and given to the account clerk responsible for encoding the trade details into the electronic investment system. The same account clerk produces a verification letter mailed to the institution receiving the investment. A copy of the letter is forwarded to the transferring bank.

3. The transaction record is then delivered to a designee who enters the transaction on the cash balance spread sheet.

4. At month end the balances on the spreadsheet, maintained by a designee, must balance with the portfolio balance maintained independently by the electronic system clerk.

5. Each business day, the Treasurer's Office receives an electronic report from the City's bank. This report contains checking account balances, a listing of debits and credits, overnight investments and a record of wired funds. This information is incorporated into the monthly checking account statement which provides a cross reference.

6. The Treasurer's Office forwards copies of all investment and transfer letters to General Accounting daily. General Accounting also receives copies of all bank statements, daily print-outs, bank reconciliations, credit/debit memorandums, journal vouchers, and tapes coordinating Treasurer's Receipts with deposits.

7. The Treasurer's report of balances and summary of investments and earnings is compiled monthly and distributed to the City Council, City Manager, City Clerk and Chief Financial Officer. A report, including market values, will be provided on a quarterly basis within 30 days of the close of the last month of each quarter. A report of portfolio gains/losses will be provided to the Chief Financial Officer at fiscal year-end for inclusion in year-end balance sheet reporting.

These Guidelines are provided to all staff members of the City Treasurer's Office having involvement with the investment procedures in any way. It is intended that these guidelines define the details of current practice set forth by the Investment Policy.

APPENDIX NO. 3: STATE OF CALIFORNIA GOVERNMENT CODE INVESTMENT PROVISIONS

53600.

As used in this article, "local agency" means county, City, City and county, including a chartered City or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

(Amended by Stats. 1987, Ch. 887, Sec. 2.)

53600.3.

Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

(Amended by Stats. 1996, Ch. 749, Sec. 4. Effective January 1, 1997.)

53600.5.

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control.

(Amended by Stats. 1996, Ch. 749, Sec. 5. Effective January 1, 1997.)

53600.6.

The Legislature hereby finds that the solvency and creditworthiness of each individual local agency can impact the solvency and creditworthiness of the state and other local agencies within the state. Therefore, to protect the solvency and creditworthiness of the state and all of its political subdivisions, the Legislature hereby declares that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern.

(Added by Stats. 1995, Ch. 784, Sec. 13. Effective January 1, 1996.)

53601.

This section shall apply to a local agency that is a city, a district, or other local agency that does not pool money in deposits or investments with other local agencies, other than local agencies that have the same governing body. However, Section 53635 shall apply to all local agencies that pool money in deposits or

investments with other local agencies that have separate governing bodies. The legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the moneys that it deems wise or expedient in those investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery.

For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:

(a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.

(b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

(d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

(e) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

(f) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

(g) Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 30 percent of the agency's moneys may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.

This subdivision does not preclude a municipal utility district from investing moneys in its treasury in a manner authorized by the Municipal Utility District Act (Division 6 (commencing with Section 11501) of the Public Utilities Code).

(h) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):

(1) The entity meets the following criteria:

(A) Is organized and operating in the United States as a general corporation.

(B) Has total assets in excess of five hundred million dollars ($500,000,000).
(C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.
(2) The entity meets the following criteria:
(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.
(B) Has programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
(C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.
Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, that have less than one hundred million dollars ($100,000,000) of investment assets under management, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, that have one hundred million dollars ($100,000,000) or more of investment assets under management may invest no more than 40 percent of their moneys in eligible commercial paper. A local agency, other than a county or a city and a county, may invest no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.
(i) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decisionmaking authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.
(j) (1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of securities authorized by this section, as long as the agreements are subject to this subdivision, including the delivery requirements specified in this section.
(2) Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.
(3) Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:
(A) The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.
(B) The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.
(C) The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(D) Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.
(4) (A) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the governing body of the local agency and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.
(B) For purposes of this chapter, "significant banking relationship" means any of the following activities of a bank:
(i) Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness.
(ii) Financing of a local agency's activities.
(iii) Acceptance of a local agency's securities or funds as deposits.
(5) (A) "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.
(B) "Securities," for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.
(C) "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.
(D) "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.
(E) For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.
(F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.
(k) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. A local agency, other than a county or a city and a county, may invest no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes of any single issuer.
(l) (1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve

Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.
(2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).
(3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:
(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.
(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and with assets under management in excess of five hundred million dollars ($500,000,000).
(4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:
(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.
(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).
(5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).
(m) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.
(n) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.
(o) A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.
(p) Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:
(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.
(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).
(q) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.
(r) Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600.
This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

(Amended by Stats. 2020, Ch. 235, Sec. 2. (SB 998) Effective January 1, 2021. Repealed as of January 1, 2026, by its own provisions. See later operative version added by Sec. 3 of Stats. 2020, Ch. 235.)

53601.1.

The authority of a local agency to invest funds pursuant to Section 53601 includes, in addition thereto, authority to invest in financial futures or financial option contracts in any of the investment categories enumerated in that section.

(Added by Stats. 1983, Ch. 534, Sec. 3.)

53601.2.

As used in this article, "corporation" includes a limited liability company.

(Added by Stats. 2004, Ch. 118, Sec. 18. Effective January 1, 2005.)

53601.5.

The purchase by a local agency of any investment authorized pursuant to Section 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank.

(Amended by Stats. 2001, Ch. 57, Sec. 2. Effective January 1, 2002.)

53601.6.

(a) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.
(b) (1) Except as provided in paragraph (2), a local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero-interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) that are authorized for investment pursuant to subdivision (l) of Section 53601.
(2) Notwithstanding the prohibition in paragraph (1), a local agency may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. A local agency may hold these instruments until their maturity dates.
(c) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

(Amended by Stats. 2020, Ch. 235, Sec. 4. (SB 998) Effective January 1, 2021. Repealed as of January 1, 2026, by its own provisions. See later operative version added by Sec. 5 of Stats. 2020, Ch. 235.)

53601.8.

Notwithstanding any other provision of this code, a local agency that has the authority under law to invest funds, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of deposits. The following conditions shall apply:
(a) The local agency shall choose a nationally or state-chartered commercial bank, savings bank, savings and loan association, or credit union in this state to invest the funds, which shall be known as the "selected" depository institution.
(b) The selected depository institution may use a private sector entity to help place local agency deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States and are within the network used by the private sector entity for this purpose.
(c) The selected depository institution shall request that the local agency inform it of depository institutions at which the local agency has other deposits, and the selected depository institution shall provide that information to the private sector entity.
(d) Any private sector entity used by a selected depository institution to help place its local agency deposits shall maintain policies and procedures requiring all of the following:
(1) The full amount of each deposit placed pursuant to subdivision (b) and the interest that may accrue on each such deposit shall at all times be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
(2) Every depository institution where funds are placed shall be capitalized at a level that is sufficient, and be otherwise eligible, to receive such deposits pursuant to regulations of the Federal Deposit Insurance Corporation or the National Credit Union Administration, as applicable.
(3) At the time of the local agency's investment with a selected depository institution and no less than monthly thereafter, the private sector entity shall ensure that the local agency is provided with an inventory of all depository institutions in which deposits have been placed on the local agency's behalf, that are within the private sector entity's network.
(4) Within its network, the private sector entity shall ensure that it does not place additional deposits from a particular local agency with any depository institution identified pursuant to subdivision (c) as holding that local agency's deposits if those additional deposits would result in that local agency's total amount on deposit at that depository institution exceeding the Federal Deposit Insurance Corporation or the National Credit Union Administration insurance limit.
(e) If a selected depository uses two or more private sector entities to assist in the placement of a local agency's deposits, the selected depository shall ensure that it does not place additional deposits from a particular local agency with a depository institution if those additional deposits would result in that local agency's total amount on deposit at that depository institution exceeding the Federal Deposit Insurance Corporation or the National Credit Union Administration insurance limit.
(f) The selected depository institution shall serve as a custodian for each such deposit.
(g) On the same date that the local agency's funds are placed pursuant to subdivision (b) by the private sector entity, the selected depository institution shall receive an amount of insured deposits from other financial institutions that, in total, are equal to, or greater than, the full amount of the principal that the local agency initially deposited through the selected depository institution pursuant to subdivision (b).
(h) Notwithstanding subdivisions (a) to (g), inclusive, a credit union shall not act as a selected depository institution under this section unless both of the following conditions are satisfied:
(1) The credit union offers federal depository insurance through the National Credit Union

Administration.
(2) The credit union is in possession of written guidance or other written communication from the National Credit Union Administration authorizing participation of federally insured credit unions in one or more deposit placement services and affirming that the moneys held by those credit unions while participating in a deposit placement service will at all times be insured by the federal government.
(i) It is the intent of the Legislature that this section shall not restrict competition among private sector entities that provide placement services pursuant to this section.
(j) The deposits placed pursuant to this section shall be subject to Section 53638 and shall not, in total, exceed 50 percent of the agency's funds that may be invested for this purpose.
(k) This section shall remain in effect until January 1, 2026, and as of that date is repealed.

(Amended (as amended by Stats. 2015, Ch. 181, Sec. 1) by Stats. 2019, Ch. 619, Sec. 1. (AB 945) Effective January 1, 2020. Repealed as of January 1, 2026, by its own provisions. See later operative version, as amended by Sec. 3 of Stats. 2019, Ch. 619.)

53602.

The legislative body shall invest only in notes, bonds, bills, certificates of indebtedness, warrants, or registered warrants which are legal investments for savings banks in the State, provided, that the board of supervisors of a county may, by a four-fifths vote thereof, invest in notes, warrants or other evidences of indebtedness of public districts wholly or partly within the county, whether or not such notes, warrants, or other evidences of indebtedness are legal investments for savings banks.

(Amended by Stats. 1954, 1st Ex. Sess., Ch. 10.)

53603.

The legislative body may make the investment by direct purchase of any issue of eligible securities at their original sale or after they have been issued.

(Amended by Stats. 1953, Ch. 537.)

53604.

The legislative body may sell, or exchange for other eligible securities, and reinvest the proceeds of, the securities purchased.

(Amended by Stats. 1953, Ch. 537.)

53605.

From time to time, the legislative body shall sell the securities so that the proceeds may be applied to the purposes for which the original purchase money was placed in the sinking fund or the treasury of the local agency.

(Amended by Stats. 1953, Ch. 537.)

53606.

The bonds purchased, which were issued by the purchaser, may be canceled either in satisfaction or sinking fund obligations or otherwise. When canceled, they are no longer outstanding, unless in its discretion, the legislative body holds then uncanceled. While held uncanceled, the bonds may be resold.

(Added by Stats. 1949, Ch. 81.)

53607.

The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.

(Amended by Stats. 1996, Ch. 749, Sec. 6. Effective January 1, 1997.)

53608.

The legislative body of a local agency may deposit for safekeeping with a federal or state association (as defined by Section 5102 of the Financial Code), a trust company or a state or national bank located within this state or with the Federal Reserve Bank of San Francisco or any branch thereof within this state, or with any Federal Reserve bank or with any state or national bank located in any City designated as a reserve City by the Board of Governors of the Federal Reserve System, the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants, or other evidences of indebtedness in which the money of the local agency is invested pursuant to this article or pursuant to other legislative authority. The local agency shall take from such financial institution a receipt for securities so deposited. The authority of the legislative body to deposit for safekeeping may be delegated by the legislative body to the treasurer of the local agency; the treasurer shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the treasurer.

(Amended by Stats. 1985, Ch. 983, Sec. 17. Effective September 26, 1985.)

53635.

(a) This section shall apply to a local agency that is a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. However, Section 53601 shall apply to all local agencies that pool money in deposits or investments exclusively with local agencies that have the same governing body.

This section shall be interpreted in a manner that recognizes the distinct characteristics of investment pools and the distinct administrative burdens on managing and investing funds on a pooled basis pursuant to Article 6 (commencing with Section 27130) of Chapter 5 of Division 2 of Title 3.

A local agency that is a county, a city and county, or other local agency that pools money in deposits or investments with other agencies may invest in commercial paper pursuant to subdivision (h) of Section 53601, except that the local agency shall be subject to the following concentration limits:

(1) No more than 40 percent of the local agency's money may be invested in eligible commercial paper.

(2) No more than 10 percent of the total assets of the investments held by a local agency may be invested in any one issuer's commercial paper.

(b) Notwithstanding Section 53601, the City of Los Angeles shall be subject to the concentration limits of this section for counties and for cities and counties with regard to the investment of money in eligible commercial paper.

(c) A local agency subject to this section may invest in commercial paper, debt securities, or other

obligations of a public bank, as defined in Section 57600.

(Amended by Stats. 2019, Ch. 442, Sec. 12. (AB 857) Effective January 1, 2020.)

53656.

(a) At the time the treasurer enters into a contract with the depository pursuant to Section 53649, he or she shall authorize the agent of depository designated by the depository, but including the trust department of the depository only when acceptable to both the treasurer and the depository, to hold securities of the depository in accordance with this article to secure the deposit of the local agency.
(b) Only those trust companies and trust departments, or the Federal Home Loan Bank of San Francisco, which have been authorized by the administrator pursuant to Section 53657 shall be authorized by treasurers to act as agents of depository.
(c) The securities are subject to order of the depository in accordance with Section 53654 except when the provisions of subdivision (i) of Section 53661 and Section 53665 are in effect.
(d) An agent of depository shall not release any security held to secure a local agency deposit in a depository unless the administrator issues an order authorizing the release where either of the following occurs:
(1) A state or federal regulatory agency has taken possession of the depository.
(2) A conservator, receiver, or other legal custodian has been appointed for the depository.

(Amended by Stats. 1998, Ch. 1035, Sec. 10. Effective September 30, 1998.)

53657.

(a) No person shall act as an agent of depository unless that person is a trust company located in this state, the trust department of a bank located in this state, or the Federal Home Loan Bank of San Francisco, and is authorized by the administrator to act as an agent of depository.
(b) (1) An application for authorization shall be in such form, shall contain such information, shall be signed in such manner, and shall (if the administrator so requires) be verified in such manner, as the administrator may prescribe.
(2) The fee for filing an application for authorization with the administrator shall be five hundred dollars ($500).
(3) If the administrator finds, with respect to an application for authorization, that the applicant is competent to act as an agent of depository and that it is reasonable to believe the applicant will comply with all applicable provisions of this article and of any regulation or order issued under this article, the administrator shall approve the application. If the administrator finds otherwise, the administrator shall deny the application.
(4) When an application for authorization has been approved, the applicant shall file with the administrator an agreement to comply with all applicable provisions of this article and of any regulation or order issued under this article. The agreement shall be in such form, shall contain such provisions, and shall be signed in such manner as the administrator may prescribe.
(5) When an application for authorization has been approved, the applicant has complied with paragraph (4), and all conditions precedent to authorizing the applicant to act as agent of depository have been fulfilled, the administrator shall authorize the applicant to act as agent of depository.

(Amended by Stats. 1996, Ch. 1063, Sec. 82. Effective January 1, 1997.)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DELEGATING INVESTMENT AUTHORITY TO THE CITY TREASURER AND ADOPTING THE FY 2021-22 INVESTMENT POLICY

WHEREAS, effective January 1, 1997, Government Code section 53607 was amended to provide the authority of the City Council to invest or to reinvest City funds, or to sell or exchange securities so purchased, may be delegated for a one-year period by the Council to the City Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires;

WHEREAS, on September 15, 1992, the City Council adopted Resolution No. 10,455, delegating to the City Treasurer the authority to invest and reinvest the City funds; and

WHEREAS, it remains the intention of the City Council to delegate such authority to the City Treasurer, and

WHEREAS, Government Code Section 53646 provides that the City Treasurer may annually render to the City Council a statement of investment policy, which the City Council shall consider at a public meeting.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to delegate to the City Treasurer the authority to invest and to reinvest City funds, and to sell and exchange securities so purchased, thereby reaffirming such delegation of authority contained in Resolution No. 10,455, for a one-year period. The City Council further resolves to adopt the FY 2021-22 Investment Policy attached hereto as Exhibit A.

PASSED AND ADOPTED this 29 day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: June 29, 2021

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Purchase of Liability and Property Insurance Policies for FY 2021-2022.

RECOMMENDATION

That the City Council:
1. Approve and authorize the City Manager to execute the Memorandum of Understanding - Excess Liability Program with the PRISM Joint Powers Authority for excess liability insurance coverage.
2. Approve and authorize the Mayor to execute a Purchase Order in the amount of $898,522 with Alliant Insurance Services, Inc. for property insurance coverage during Fiscal Year 2021-22.
3. Approve and authorize the City Manager to execute the Memorandum of Understanding - Property Program with the PRISM Joint Powers Authority for prospective property insurance coverage beginning in FY 2022-23.
(This item did not originate in Committee.)

BACKGROUND

On April 16, 2019, the City Council approved the withdrawal from the Big Independent Cities Excess Pool (BICEP). BICEP is a joint powers authority through which the City had obtained its general liability insurance and workers' compensation insurance, among other lines of coverage. In addition, as a member of BICEP, the City purchased its property insurance through a joint purchase program known as the Alliant Property Insurance Program (APIP).

The City became a direct member of the PRISM Joint Powers Authority (formerly known as California State Association of Counties Excess Insurance Authority or CSAC-EIA) through the Council's adoption of Resolution No. 15,213 and execution of the Joint Powers Agreement (Agreement No. A-8132), also on April 16, 2019. At the time, this was for the purpose of participating in PRISM's workers' compensation insurance coverage program (Agreement No. A-8137), which was formerly purchased through the City's membership with BICEP.

DISCUSSION

Staff recommends the purchase of excess general liability insurance through PRISM, as discussed below. For property insurance, staff recommends that City Council approve the purchase of insurance through the APIP program for FY 21-22, moving to coverage through PRISM for FY 22-23. Information on each line of insurance coverage is described below.

PRISM Excess Liability Insurance

For the past two years since exiting BICEP, the City has purchased excess general liability insurance through the commercial markets. When the City withdrew from BICEP in FY 2018-19, its insurance premium was approximately $1.6 million. In Fiscal Years 2019-20 and 2020-21, when the City purchased commercial excess general liability

insurance, the premiums were approximately $634,000 and $780,000, respectively. As a result, transitioning from BICEP to commercial excess insurance has saved the City $1,786,000 in premiums over the past two fiscal years.

The events of calendar years 2020 and 2021 occurring throughout the country (widespread civil unrest) along with rising litigation and larger jury verdicts have resulted in a significant number of insurers exiting the public sector insurance market. The City's broker, Arthur J. Gallagher & Co., reported that many insurers have ceased writing public entity business in California. The City's broker solicited thirty insurance companies for quotes and was unable to find any insurer to cover the first $1 to $2 million layer ($1 to $3 million layer for law enforcement liability), meaning that the City would have to self-insure for up to $2 million per claim (up to $3 million for law enforcement claims). Despite the fact that the City of Oxnard has not experienced the same social turmoil as other areas of the country or state, these nationwide events are creating a more costly insurance marketplace for Oxnard and other public entities.

Staff has sought a quote for excess general liability insurance from the PRISM Joint Powers Authority, of which the City is a member. PRISM was able to provide a quote with a $1 million self-insured retention (the same as the City has always maintained) and a per-occurrence limit of $25 million per claim. This exceeds the current year's policy limit of $15 million per claim and $18 million in the aggregate. The premium for this coverage is $1.7 million, which is only slightly more than the City's final year in BICEP (FY 18-19, when the premium was $1.6 million) for coverage that is superior through PRISM since there is no aggregate limit for the insurance, only per claim limits of $25 million.

In order to bind coverage through PRISM, staff is requesting approval for the City Manager to execute the attached Memorandum of Understanding - Excess Liability Program.

APIP Property Insurance

As mentioned above, the City has historically purchased its property insurance through the APIP joint purchase program, both through BICEP and, more recently, as a direct purchase. For Fiscal Year 2021-22, staff is again proposing to purchase this APIP property coverage directly, as it remains the best alternative in a tightening property insurance marketplace. Further, the broker surveyed 36 individual insurance companies and received no direct quotes for coverage. The property insurance market has been impacted by years of catastrophic events including wildfires in California, hurricanes in the Southeast and the Gulf of Mexico, convective storms in the Midwest, uncertainty surrounding COVID-19, and the most recent ice storm Uri in Texas. In 2020, losses in the property insurance market exceeded $83 billion, the fifth worst year on record. Further, the first quarter of 2021 became the largest first quarter on record in terms of losses, with losses related to Uri amounting to roughly $100 billion. All of these factors have contributed to a significant increase in the City's premium for property insurance, which will increase from $492,403 in FY 20-21 to $898,522 in FY 21-22.

The property insurance coverage through APIP for FY 21-22 is the same as that purchased in FY 20-21 with the coverage summarized as follows:

- $500 million per occurrence all perils (excludes earthquake and flood)
- $100 million combined rental interruption
- $25 million course of construction and additions
- Vehicle coverage included
- Replacement cost value
- Deductible of $50,000 per occurrence for real property losses
- Cyber liability aggregate limit of $2,000,000 ($100,000 deductible)

The only change for FY 2021-22 is that the deductible for vehicles valued at over $300,000 is increasing from $100,000 to $200,000. The deductible for all other vehicles remains $25,000.

PRISM Property MOU (for Fiscal Year 2022-23)

Staff is also requesting that City Council approve the attached Memorandum of Understanding - Property Program with PRISM in anticipation of utilization of this property insurance program in Fiscal Year 2022-23. The PRISM property insurance program is nearly identical to the APIP property insurance program. The PRISM property insurance program runs off the normal fiscal year cycle, from April 1 to March 31 annually, but is not billed until the following July 1. This allows staff to budget for the property insurance cost more precisely for each upcoming fiscal year. In addition, if approved and entered into on April 1, 2022, for Fiscal Year 2022-23, the City would receive a refund for this fiscal year's APIP policy for the period April 1, 2022, through June 30, 2022, which is $224,630 (one-fourth of the total premium of $898,522), thereby reducing the cost of the FY 2021-22 property insurance policy to a net amount of $673,892.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no additional financial impact from the adoption of this recommendation. The purchase of liability and property insurance is included in the Fiscal Year 2021-2022 Budget.

COMMITTEE OUTCOME

This item did not originate in Committee. PRISM's Board only approved the City's participation in the plan in early June and the policies expire at the end of June.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

1. Attch #1 - PRISM MOU Excess Liability Program
2. Attch #2 - PRISM MOU Property Program
3. CC Presentation - Insurance FY 21-22

Adopted: March 5, 1993
Amended: October 2, 1998
Amended: October 6, 2006
Amended: March 6, 2009

MEMORANDUM OF UNDERSTANDING
EXCESS LIABILITY PROGRAM

This Memorandum of Understanding is entered into by and between Public Risk Innovation, Solutions, and Management (hereinafter referred to as "PRISM") and the participating members who are signatories to this Memorandum.

1. **JOINT POWERS AGREEMENT.** Except as otherwise provided, all terms used herein shall be as defined in Article 1 of Joint Powers Agreement Creating PRISM (hereinafter referred to as "Agreement"), provisions of any applicable coverage agreement and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.

2. **ANNUAL PREMIUM.** The participating members, in accordance with the provisions of Article 14(b)(2) of the Agreement, shall be assessed an annual premium for the purpose of funding the Program. Annual premiums shall include the participating member's share of expected losses for the policy period, including Incurred But Not Reported (IBNR) losses, as well as margin for contingencies based upon a confidence level as determined by the Board of Directors of PRISM (hereinafter Board), and adjustments, if any, for a surplus or deficit from all program policy periods. In addition, the premium shall include program reinsurance costs and program administrative costs, plus PRISM's general expense allocated to the Program by the Board for the next policy period.

3. **COST ALLOCATION.** Each participating member's share of annual premium shall be determined pursuant to a cost allocation plan as described in Article 14(b)(2) of the Agreement. The Board approved cost allocation plan is attached hereto as Exhibit A and may be amended from time to time by an affirmative vote of the majority of the Board representing the members participating in the Program.

4. **DIVIDENDS AND ASSESSMENTS.** The Program shall be funded in accordance with paragraph 2 above. As a general rule, the annual premium, as determined by the Board, shall be established at a level which shall provide adequate overall funding without the need for adjustments to past policy period(s) in the form of dividends and assessments. Should the Program for any reason not be adequately funded, except as otherwise provided herein, pro-rata assessments to the participating members may be utilized to ensure the approved funding level for those policy periods individually or for a block of policy periods, in accordance with the provisions of Article 14(b)(3) of the Agreement. Pro-rata dividends shall be declared as provided herein. Dividends may also be declared as deemed appropriate by the Board.

5. **CLOSURE OF POLICY PERIODS.** Notwithstanding any other provision of this Memorandum, the following provisions are applicable:

(a) Upon reaching ten (10) years of maturity after the end of a program period, that period shall be "closed" and there shall be no further dividends declared or assessments made with respect to those program periods, except as set forth in paragraph 6(a), below;

(b) Notwithstanding subparagraph (a) above, the Board may take action to leave a policy period "open" even though it may otherwise qualify for closure. In addition, the last ten (10) policy periods shall always remain "open" unless the Board takes specific action to declare any of the last ten (10) policy periods closed.

(c) Dividends and assessments, other than those set forth in paragraph 6(a) below, shall be administered to the participating members based upon the proportion of premiums paid to the Program in "open" periods only. For purposes of administering dividends and assessments pursuant to this subparagraph, all "open" policy periods shall be considered as one block. New members to the Program shall become eligible for dividends and assessments upon participating in the Program for three (3) consecutive policy periods (not less than twenty-four (24) months). Participating members who withdraw from the Program prior to the three (3) year policy period restriction are still eligible for any assessments that arose out of the policy years they participated in the Program.

6. **DECLARATION OF DIVIDENDS.** Dividends shall be payable from the Program to a participating member in accordance with its proportionate funding to the Program during all "open" policy periods except as follows:

(a) A dividend shall be declared at the time a program period is closed on all amounts, which represent premium surcharge amounts assessed pursuant to Article 14(b)(3) of the Agreement where the funding exceeds the 80% confidence level. This dividend shall be distributed based upon each member's proportionate share of assessment paid and accrued to the policy period being closed.

7. **MEMORANDUM OF COVERAGE.** A Memorandum of Coverage shall be issued by PRISM evidencing membership in the Program and setting forth terms and conditions of coverage.

8. **CLAIMS ADMINISTRATION.** Each participating member shall comply with PRISM's Underwriting and Claims Administration Standards (including Addendum B - Liability Claims Administration Guidelines) as amended from time-to-time, and which are attached hereto as Exhibit B and incorporated herein.

9. **LATE PAYMENTS.** Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive

Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

10. **RESOLUTIONS OF DISPUTES.** Any question or dispute with respect to the rights and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with the Joint Powers Agreement Article 31, Dispute Resolution.

11. **AMENDMENT.** This Memorandum may be amended by a two-thirds vote of the Board and signature on the Memorandum by the member's designated representative who shall have authority to execute this Memorandum. Should a member of the Program fail to execute any amendment to this Memorandum within the time provided by the Board, the member shall be deemed to have withdrawn as of the end of the policy period.

12. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the members.

13. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable such determination shall not affect any remaining provision.

14. **EFFECTIVE DATE.** This Memorandum shall become effective on the effective date of coverage for the member and upon approval by the Board of any amendment, whichever is later.

15. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Hereof, the undersigned have executed this Memorandum as of the date set forth below:

Dated: 3/6/2009 _____
Public Risk Innovation, Solutions, and Management

Dated: _____ _____
Name

Member Entity: _____

EXHIBIT A

EXCESS LIABILITY PROGRAM
COST ALLOCATION PLAN

As delegated by the Board of Directors, the Executive Committee will determine the specific allocation of all costs among the members subject to the following parameters:

Actuarial Analysis

An annual actuarial analysis will be performed using loss and exposure data collected from the members. The analysis will determine the necessary funding rates at various confidence levels and using various discount assumptions. Different rates may be developed for different groups or classes of business as is deemed necessary or appropriate by the Executive Committee. At the March Board meeting, the Board of Directors will select the funding level rates and discount factors to be used based upon the actuarial analysis and recommendations from the actuary, the Underwriting Committee, and the Executive Committee.

Pool Contributions

The total needed pool contribution will be determined by multiplying the rates described above by the exposure for all of the members participating in the Pool. For schools, the exposure base will be the reported Average Daily Attendance (ADA). For all other members, the exposure base will be estimated payroll for the year being funded. The Executive Committee may break the Pool into different layers for allocation purposes, and may apply a different loss experience modification for each layer as is deemed appropriate based on loss frequency. In general, the lower layers will be subject to greater experience modification and the higher layers will be subject to lower experience modification or no experience modification. Within the layers, the larger members will be subject to greater experience modification than the smaller members. After the experience modification has been applied for each layer, there will be a pro-rata adjustment back to the total needed pool contribution.

Reinsurance Premiums

The reinsurance premium will be determined through negotiations with the reinsurer(s) and approved by the Board upon recommendation of the Underwriting and Executive Committees. This premium will then be allocated among the members based upon their exposure (ADA or estimated payroll).

PRISM Administration Fees

The total PRISM Administration Fees will be determined through the annual budgeting process with an appropriate amount allocated to the Excess Liability Program. These fees will be allocated among the members as determined by

the Executive Committee. In general, the basis for this allocation will be each member's percentage of the total Pool contributions and reinsurance premium.

Deviation From the Standard

The Executive Committee may establish policies to deviate from the standard allocation methodology selected for each year on a case-by-case basis, if necessary. They may also elect to further delegate some or all of the decision making herein to the Underwriting Committee.

Adopted: December 6, 1985
Last Amended: July 1, 2019

EXHIBIT A

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) UNDERWRITING AND CLAIMS ADMINISTRATION STANDARDS

I. GENERAL

A. Each Member shall appoint an official or employee of the Member to be responsible for the risk management function and to serve as a liaison between the Member and PRISM for all matters relating to risk management.

B. Each Member shall maintain a loss prevention program and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe conditions.

II. EXCESS WORKERS' COMPENSATION PROGRAM

A. Members of the Excess Workers' Compensation Program, except those members of the Primary Workers' Compensation Program whose responsibilities are outlined in Section IV below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.

1. The Member shall use only qualified personnel to administer its workers' compensation claims. At least one person in the claims office (whether in-house or outside administrator) shall be certified by the State of California as a qualified administrator of self-insured workers' compensation plans.

2. Qualified defense counsel experienced in workers' compensation law and practice shall handle litigated claims. Members are encouraged to utilize attorneys who have the designation "Certified Workers' Compensation Specialist, the State Bar of California, Board of Legal Specialization".

3. The Member shall use PRISM's Workers' Compensation Claims Administration Standards (Addendum A) and shall advise its claims administrator that these standards are utilized in PRISM's workers' compensation claims audits.

B. The Member shall provide PRISM written notice of any potential excess workers' compensation claims in accordance with the requirements of PRISM's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of PRISM's Workers'

Compensation Claims Administration Standards (Addendum A) or as requested by PRISM and/or PRISM's excess carrier.

C. A claims administration audit utilizing PRISM's Workers' Compensation Claims Administration Standards (Addendum A) shall be performed once every two (2) years. In addition, an audit will be performed within twelve (12) months of any of the following events:

1. There is an unusual fluctuation in the Member's claim experience or number of large claims, or

2. There is a change of workers' compensation claims administration firms, or

3. The Member is a new member of the Excess Workers' Compensation Program.

The claims audit shall be performed by a firm selected by PRISM unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.

D. Each Member shall maintain records of claims in each category of coverage (i.e. indemnity, medical, expense) or as defined by PRISM and shall provide such records to PRISM as directed by the Board of Directors, Claims Review Committee, Underwriting Committee, or Executive Committee. Such records shall include both open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.

E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

III. GENERAL LIABILITY PROGRAMS

A. Members of the General Liability 1 or General Liability 2 Programs, except those members of the Deductible Buy-Down Program whose responsibilities are outlined in Section V below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.

1. The Member shall use only qualified personnel to administer its liability claims.

2. Qualified defense counsel experienced in tort liability law shall handle litigated claims. Members are encouraged to utilize defense counsel experienced in the subject at issue in the litigation.

3. The Member shall use the Liability Claims Administration Standards (Addendum B) and shall advise its claims administrator that these standards are utilized in PRISM's liability claims audits.

B. The Member shall provide PRISM written notice of any potential excess liability claim in accordance with the requirements of PRISM's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of PRISM's Liability Claims Administration Standards (Addendum B) or as requested by PRISM and/or PRISM's excess carrier.

C. A claims administration audit utilizing PRISM's Liability Claims Administration Standards (Addendum B) shall be performed once every two (2) years. In addition, an audit will be performed within twelve (12) months of any of the following events:

1. There is an unusual fluctuation in the Member's claims experience or number of large claims, or

2. There is a change of liability claims administration firms, or

3. The Member is a new member of the General Liability 1 or General Liability 2 Program.

The claims audit shall be performed by a firm selected by PRISM unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.

D. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by PRISM and shall provide such records to PRISM as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.

E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

IV. PRIMARY WORKERS' COMPENSATION PROGRAM

A. Members of the Primary Workers' Compensation Program shall provide the third party administrator written notice of any claim in accordance with the requirements of PRISM. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.

B. PRISM shall be responsible for ensuring qualified personnel administer claims in the Primary Workers' Compensation Program and that claims are administered in accordance with PRISM's Workers' Compensation Claims Administration Standards (Addendum A).

C. PRISM shall be responsible for ensuring a claims administration audit utilizing PRISM's Workers' Compensation Claims Administration Standards (Addendum A) is performed once every two (2) years.

D. PRISM shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

V. DEDUCTIBLE BUY-DOWN PROGRAM

A. Members of the Deductible Buy-Down Program shall provide the third party administrator written notice of any claim or incident in accordance with the requirements of PRISM. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.

B. PRISM shall be responsible for ensuring qualified personnel administer claims in the Deductible Buy-Down Program and that claims are administered in accordance with PRISM's Liability Claims Administration Standards (Addendum B).

C. PRISM shall be responsible for ensuring a claims administration audit utilizing PRISM's Liability Claims Administration Standards (Addendum B) is performed once every two (2) years.

D. PRISM shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

VI. PROPERTY PROGRAM

A. Members of the Property Program shall maintain appropriate records including a complete list of insured locations and schedule of values pertaining to all real property. Such records shall be provided to PRISM or its brokers as requested by the Executive or Property Committees.

B. Each Member shall perform a real property replacement valuation for all locations over $250,000. Valuations shall be equivalent to the Marshall Swift system and shall be performed at least once every five (5) years for all locations over $1,000,000 and at least once every ten (10) years for all locations with a valuation between $250,000 and $1,000,000. New members shall have an appraisal or valuation performed within one year from entry into the Program.

VII. MEDICAL MALPRACTICE PROGRAM

A. Program I

1. Members of Medical Malpractice Program I (hereinafter Program I) shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.

   a. Members of Program I shall use only qualified personnel to administer its health facility claims.

   b. Qualified defense counsel experienced in health facility law shall handle litigated claims.

   c. Members of Program I shall use the "Claims Reporting and Handling Guidelines" in the PRISM Medical Malpractice Program Operating and Guidelines Manual (hereinafter Operating and Guidelines Manual), and shall advise its claims administrator that these claims handling guidelines are utilized in PRISM's medical malpractice claims audits.

2. Members of Program I shall provide PRISM written notice of any potential excess claim or "major incident" in accordance with the requirements of PRISM and of the excess carrier as stated in the Operating and Guidelines Manual. Updates on such claims or major incidents shall be provided as requested by PRISM.

3. A claims administration audit utilizing PRISM's Claims Reporting and Handling Guidelines in the Operating and Guidelines Manual shall be performed once every three (3) years. In addition, an audit will be performed within twelve (12) months of any of the following events:

   a. There is an unusual fluctuation in the Member's claims experience or number of large claims, or

   b. There is a change of health facility claims administration firms, or

c. The Member is a new member of the Medical Malpractice Program, or

d. The Medical Malpractice Committee requests an audit. The claims audit shall be performed by a firm(s) selected by PRISM. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.

4. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by PRISM and shall provide such records to PRISM as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.

5. Members of Program I shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

B. Program II

1. For Medical Malpractice Program II (hereinafter Program II) Members, PRISM shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member. PRISM may contract with a third party administrator for handling of such claims.

2. PRISM shall be responsible for ensuring the third party administrator uses qualified personnel to administer Program II claims.

3. PRISM shall be responsible for ensuring qualified defense counsel experienced in health facility law shall handle litigated claims.

4. PRISM shall be responsible for ensuring a claims administration audit utilizing PRISM's Claims Reporting and Handing Guidelines in the Operating and Guidelines Manual shall be performed once every two (2) years.

The claims audit shall be performed by a firm(s) selected by PRISM. Recommendations made in the claims audit shall be addressed by the third party administrator and a written response outlining a program for corrective action shall be provided to PRISM within sixty (60) days of receipt of the audit.

5. PRISM shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

VIII. SANCTIONS

A. PRISM shall provide the Member written notification of the Member's failure to meet any of the above-mentioned standards or of other concerns, which affect or could affect PRISM.

B. The Member shall provide a written response outlining a program for corrective action within sixty (60) days of receipt of PRISM's notification.

C. After approval by the Executive or applicable Program Committee of the Member's corrective program, the Member shall implement the approved program within ninety (90) days. The Member may request an additional sixty (60) days from the Executive or applicable Program Committee. Further requests for extensions shall be referred to the Board of Directors.

D. Failure to comply with subsections B or C may result in cancellation of the Member from the affected PRISM Program in accordance with the provisions in the Joint Powers Agreement.

E. Notwithstanding any other provision herein, any Member may be canceled pursuant to the provision of the Joint Powers Agreement.

ADDENDUM B
LIABILITY CLAIMS ADMINISTRATION STANDARDS

The following Standards have been adopted by Public Risk Innovation, Solutions, and Management (hereinafter PRISM) in accordance with Article 18(b) of the PRISM Joint Powers Agreement. It is the intent that these standards shall be followed by the Member and/or third party administrator.

I. CLAIMS INVESTIGATION

A. Complete initial investigation answering questions such as who, what, where, when and why. Investigations shall be completed within forty-five (45) days of the Member's knowledge of claim, including statements from participants and witnesses, appropriate official reports, investigative reports, site inspections, relevant documents and photos/videos.

B. Identify liability issues, including immunities, comparative negligence, joint tortfeasors and joint and several liability.

C. Initiate the development of information on damages including, but not limited to:

1. Property damage
2. Nature and extent of injuries
3. Medical costs (billed and paid)
4. Lost wages (past and future)
5. Other economic damages
6. Non-economic damages

D. Obtain and review relevant contracts and insurance documents, to determine whether there is any sharing or complete transfer of the risk.

1. Hold-harmless and/or indemnity agreements
2. Additional insured requirements

E. Ensure proper preservation of evidence.

F. Evaluate the need to utilize experts.

G. Indexing.

1. All bodily injury claims shall be initially reported to the Index Bureau and re-indexed on an as needed basis thereafter.

PRISM maintains a membership with the Index Bureau that members can access.

H. Secure estimates or appraisals for damaged property.

I. All notices (pertaining to claim insufficiency, returning late claims, claims rejections, etc.) shall be done in accordance with the relevant Governmental Code provisions.

II. PRISM REPORTING REQUIREMENTS

A. First Report

The Member shall give PRISM immediate written notice for any claims or suits which the Member becomes aware of that include injury of the following types:

a. Death
b. Paralysis, paraplegia, quadriplegia
c. Loss of eye(s), or limbs
d. Spinal cord or brain injury
e. Dismemberment or amputation
f. Sensory organ or nerve injury or neurological deficit
g. Serious burns
h. Severe scarring
i. Sexual assault or battery including but not limited to rape, molestation or sexual abuse
j. Substantial disability or disfigurement
k. Any class action
l. Any claim or suit in which PRISM is named as a defendant; or
m. Any injury caused by lead.

Additionally, the covered party must report to PRISM an occurrence, offense, or wrongful act as follows:

As respect to the General Liability 1 Program members, this includes any occurrence, offense, or wrongful act in which the amount incurred has reached fifty (50) percent or more of their individual self- insured retention or $500,000, whichever is lower.

As respect to the General Liability 2 Program members, this includes any occurrence, offense, or wrongful act in which the amount incurred

has reached fifty (50) percent of their individual self-insured retention.

These reporting requirements are intended to be consistent with the requirements in the current year Memorandum of Coverage (MOC). Reporting requirements specific to a loss outside the current MOC year should be verified through the MOC effective for that loss year.

Utilize the current First Report Potential Excess Liability Claims form, available through PRISM's website, and transmit to PRISM by email to liabilityclaims@csac-eia.org.

First report forms shall, at a minimum, include the following:

- Entity name
- Entity's claim number
- Defense counsel's name and firm name
- Lead Claimant's first and last name
- Specific date of loss
- Brief description of the incident
- Established reserves for indemnity, litigation, and expense

B. Status Reports

After the First Report to PRISM, status reports, whether provided by the Member, third party administrator or defense counsel, shall be provided at a minimum of every ninety (90) days (more frequently if warranted). Status reports shall focus on changes in liability analysis, damages, and reserves.

C. Photos, diagrams, estimates, statements, contracts, medical, law enforcement and coroner's reports (where applicable), claim forms, lawsuits (including amended complaints), motions for summary judgment, demurrers, dismissals, appellate briefs and orders/rulings/judgments shall be in the claims file, and provided to PRISM, within ninety (90) days of receipt of the material.

D. Closure Reports

When a claim or suit that has been reported to PRISM is settled, dismissed or closed in any other fashion, PRISM shall be provided with the closing documents and an accounting of the final paid amounts on the exposure for indemnity, litigation, and expense within 90 days from the day the final defense bill is paid.

III. MEDICARE REPORTING

A. Proper verification of a claimant's status as to Medicare eligibility shall be

completed and documented in every file involving a bodily injury. In those cases where the claimant does meet the eligibility requirements, mandatory reporting to the Center for Medicare and Medicaid Services (CMS) must be completed directly or through a reporting agent in compliance with State Children's Health Insurance Program (SCHIP) Section 111 of the Medicare Medicaid and SCHIP Extension Act of 2007.

IV. RESERVING

Each claim should be reviewed and evaluated according to the merits of the claim and based upon the most current and reliable information received, starting with the initial report of claim and continuing through final resolution. Delays result in understated reserves and, possibly, missed opportunities to settle.

A. An accurate and appropriate initial indemnity reserve shall be established on all reportable claims based on facts known, upon completion of the initial investigative report or when suit is filed, whichever occurs first. In addition, separate legal and adjusting reserves shall be established.

Indemnity reserves shall reflect the most probable outcome plus exposure to plaintiff attorney's fees and costs.

Most probable outcome is the potential total amount a plaintiff could expect to receive, either through settlement or verdict, after factoring in the Member's percentage of liability. (This approach is neither the best or worst case outcome).

Factors to consider for when evaluating the potential total settlement or verdict a plaintiff could expect to receive include but are not limited to:

- Extent of injuries and/or damages
- Medical expenses
- Loss of income
- Any other related expenses
- Future anticipated expenses
- Total of both gross and out-of-pocket expenses
- Permanent injury
- Disfigurement/scarring
- Pain and suffering
- Any other intangible factors which may result in a higher or lower claim value such as jurisdiction, credibility of parties/witnesses, etc.

Percentage of liability is determined by various factors that are discovered during an investigation. Reserves shall be adjusted accordingly, as facts are developed, to properly reflect the exposure. These factors include but are not limited to:

a. Facts of loss
b. Applicable laws
c. Defense Counsel evaluations
d. Jury Verdict evaluation
e. The extent of plaintiff's liability (comparative negligence)
f. The number of co-defendants and their percentage of liability
g. The ability of the co-defendants to respond financially to any settlement or verdict.
h. On cases occurring after June 3, 1986, Proposition 51 allows defendants to limit their liability on non-economic damages to their percentage of fault.
i. On cases involving uninsured motorist claimants the recovery is limited to economic damages in accordance with California Code of Civil Procedures sections 3333.3 and 3333.4 (Prop 213).
j. Any other mitigating factors

2. Reserves shall be set at the most probable outcome even if it exceeds the Member's Self-Insured Retention. In all litigated Excess reportable cases, the Member shall set a meaningful indemnity reserve.

3. Reserves shall be evaluated for adequacy at least every ninety (90) days. All reserve changes shall be documented in a paper or electronic file providing explanation of the reason for the reserve change or notation that the current reserve is adequate and why. PRISM shall be notified of all reserve changes within thirty (30) days of the change being made.

V. DOCUMENTATION

A. Each file shall contain information necessary to document the decisions made, including all demands, offers of settlement and settlement authority.

For those cases in which the (1) Bodily Injury claims reserved above twenty-five (25) percent of the S.I.R., (2) Property Damage claims reserved above twenty-five (25) percent of the S.I.R., and (3) All claims that meet PRISM's excess reporting requirements regardless of reserves, the following information shall be contained in each file:

1. Claimant(s) Information
2. Date of Loss
3. Claim Number
4. Facts of accident or occurrence
5. Witness/Participant Statement
6. Reserve rationale
7. Assessment of liability
8. Damages/injuries, including medical costs, lost wages, dependency,

property damage estimates, total loss evaluations, loss of use claims, and other damages

9. Index Bureau reporting
10. Coverage questions
11. Excess potential
12. Structured Settlement possibilities (where applicable)
13. Alternative Dispute Resolution
14. Subrogation potential (where applicable)
12 Governmental Code compliance and immunities
13. Future course of action
14. Next diary date
15. If litigated, identify counsel on both sides
16. Offsets or liens that may need to be considered
17. Medicare eligibility and reporting
18. Risk and insurance transfer

VI. CASE SETTLEMENT FACTORS

A. Settlement evaluation and authority by the Member shall be documented. On cases exceeding the S.I.R., prior written settlement authority must be obtained from PRISM.

B. The settlement shall be reasonable in light of damages, injuries, liability, and any obligations to Medicare.

C. Settlements shall be effected in a timely manner, with consideration given to structures, statutory offers (Rule 68 or 998) where applicable, and/or alternative dispute resolution.

D. Contributions from joint tortfeasors shall be considered.

E. Proper releases and dismissals shall be secured and copies provided to PRISM.

VII. LITIGATED FILES

A. Defense litigation plan shall be in the file.

B. Defense attorney's initial evaluation and budget shall be completed and in the file within sixty (60) days of assignment. If the billed amount of attorney's fees and costs exceeds seventy-five (75) percent of the total budget, then the defense attorney shall provide an updated budget.

C. On litigated cases, defense counsel shall also include PRISM on their mailing lists for copies of correspondence, reports, evaluations, interrogatory summaries, deposition summaries and medical summaries. Actual

deposition transcripts, interrogatories, their answers to interrogatories and interim billings are not required.

Updated reports shall provide a summary of pertinent information based on the status of a case. Pertinent information includes, but is not limited to:

- Identified experts – what their analysis has concluded, their credibility as a witness (both plaintiff and defense), and how their testimony will/will not influence the case potential.

- Witness deposition summaries including an evaluation of their credibility as a witness and how their testimony will/will not influence the case potential.

- A summary of relevant documents disclosed or obtained through discovery and an analysis of their impact on the case.

- A summary of applicable case law and immunities.

- Updated evaluation of damages including, but not limited to, billed and paid medical bills, estimated future medical expenses, past and future wage loss estimates, and general damage estimates.

- Analysis of liability and potential settlement/verdict value as well as suggested next steps (MSJ, Demurrer, Mediation, etc.).

D. The defense attorney shall make proper follow-up requests for investigation.

E. There shall be timely recommendations from defense firms regarding expert retention, settlements, and trial preparation.

F. Defense costs shall be controlled by the Member. Depositions, retention of experts, expert costs, and other defense costs shall be approved by the Member.

G. Litigation outcome and total costs shall be documented.

H. There shall be timely notification to relevant employees and other parties regarding pending litigation.

No less than forty-five (45) days prior to trial, counsel shall provide a pre-trial report that discusses the following:

1. Case Summary
   - Plaintiff and any individual Defendants including counsel's opinion as to how each will be viewed by a jury

- List of claims
- Summary of Facts
- Expected percipient witness testimony
- Expected Liability Expert Testimony
- Critical Liability Issues
- Summary of Special and General Damages including expected damage expert testimony
- Summary of Punitive Damages and non-monetary relief requested (if applicable)
- Attorneys' fees and costs estimate for claims that involve the potential award of attorneys' fees

2. Evaluation
   - Potential Verdict Value
   - Comparative Fault Analysis
   - Settlement Discussion summary
   - Probability of Defense Verdict

Throughout trial, a daily trial status update shall be provided to PRISM by defense counsel, the Member, or the Third-Party Administrator. This can be informal, such as an email or voicemail advising of the day's activities, impressions of witnesses, any impacting developments, and an update regarding the next day's schedule.

I. Appropriate Dismissal Motions shall be made for failure to meet the applicable Code of Civil Procedure statutes for timely serving, conducting discovery or bringing a complaint to trial.

VIII. SUMMARY

The file shall be completely documented.

Audits conducted by the PRISM Auditor shall measure whether performance is consistent with these standards.

Following is the history of amendments to this document:

Adopted: December 6, 1985
Amended: January 23, 1987
Amended: October 6, 1995
Amended: October 1, 1999
Amended: March 2, 2007
Amended: March 5, 2010
Amended: March 2, 2012
Amended: June 1, 2012
Amended: July 1, 2019

Adopted: June 4, 1999
Amended: October 1, 2004
Amended: June 19, 2008

MEMORANDUM OF UNDERSTANDING
PROPERTY PROGRAM

This Memorandum of Understanding is entered into by and between the Public Risk Innovation, Solutions, and Management (hereinafter referred to as "PRISM") and the participating members who are signatories to this Memorandum.

1. **Joint Powers Agreement**. Except as is otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating the Public Risk Innovation, Solutions, and Management (hereinafter referred to as "Agreement"), and all other provisions of the Agreement not in conflict with this Memorandum shall also be applicable.

2. **Program Committee**. There is hereby established a Property Program Committee (hereinafter referred to as "Property Committee" or "Committee") and, except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the members including, but not limited to, approval of new members and premium/rate setting and establishment of policies regarding data submission and provisions for notice of withdrawal, as long as such policies are not in conflict with the Joint Powers Agreement.

The Property Committee shall consist of eleven (11) voting members and two (2) alternates. The Executive Committee of PRISM shall appoint the Committee members, to be selected from members in the Program as follows: Seven (7) of the Committee members are to be appointed from the members who make up the top fourteen (14) members according to the amount of annual property premium paid ("Large Members"). Two (2) of the Committee members are to be appointed from those remaining members not within the top fourteen (14) members ("Smaller Members"). One (1) of the members may be appointed from any member ("At Large"). The remaining seat shall be designated for a Public Entity member. If there are no Public Entity nominees or not enough members available from a category (Large, Smaller, At Large), the Executive Committee shall make the appointment from members participating in the Program without regard to category. The two (2) alternates may be appointed from any member.

The terms of the members of the Committee shall be for two (2) years, except for the Public Entity representative and the alternate representatives whose terms shall be for one (1) year. The expiration dates of the two-year appointments shall be staggered so that terms of no more than five (5) members will expire at any one time. The Committee will annually, at its first meeting of the calendar year, select its officers, consisting of a Chair and Vice Chair.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet on the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of PRISM (hereinafter referred to as the "Bylaws").

A majority of the members of the Committee shall constitute a quorum for the transaction of business. Except as otherwise provided herein, all actions of the Property Committee shall require the affirmative vote of a majority of the members of the Committee. Any meeting of the Committee shall be subject to the applicable provisions of Government Code § 54950 et seq., commonly known as the "Brown Act."

3. **Premiums.** The participating members, in accordance with the provisions of Article 14 of the Agreement, shall be assessed an annual premium for the purpose of funding the Property Program. Annual premium contributions, including administrative costs associated with the Program shall be established by the Property Committee.

4. **Cost Allocation.** Each member's share of annual premium shall be determined by the Property Committee; however, the Committee may delegate any or all of this authority as it deems appropriate.

5. **Application to the Program**. All applications to join the Property Program will be evaluated and subject to approval by the Committee and the underwriter. Any entity, which makes application to become a participating member of the Program, who is not already a participating member in PRISM must also be approved in accordance with the provisions of Article 19 of the Agreement.

New members may be added to the Program during the term of the coverage year on a pro-rata basis.

6. **Withdrawal and/or Cancellation From the Program**. Withdrawal of a member from the Program shall be in accordance with the withdrawal provisions of Article 20 or 21 of the Agreement**.**

7. **Late Payments.** All provisions for payments shall be in accordance with the Invoicing and Payment Policy adopted by the Board of Directors. Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

8. **Resolution of Disputes**. Any question or dispute with respect to the rights and obligations of the parties to this Memorandum shall be determined in accordance with Article 31 of the Agreement, Dispute Resolution.

9. **Amendment**. This Memorandum may be amended by a majority vote of the Property Committee, upon ninety (90) days advance written notice to the members and county counsels. Each member shall approve of any amendment by signature on the Memorandum by a member's representative who shall have authority to execute this Memorandum. Should a member of the Program fail to execute any amendment to this Memorandum within the time provided by the Committee, the member will be deemed to have withdrawn from the Program on the next annual renewal date.

10. **Complete Agreement**. Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the members.

11. **Severability.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

12. **Effective Date of Agreement**. This Memorandum shall become effective on the date of coverage for the member or upon approval by the Property Committee of any amendment, whichever is later.

13. **Execution in Counterparts**. This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date set forth below.

6/19/2008 _____
Dated Public Risk Innovation, Solutions, and Management

_____ _____
Dated Member Entity: _____

PURCHASE OF LIABILITY AND PROPERTY INSURANCE POLICIES FOR FY 2021-2022

Presented to City Council

Mike More, Human Resources Manager

June 29, 2021

CITY OF OXNARD CALIFORNIA

BACKGROUND

- Prior to FY 2019-20, the City purchased its primary insurance coverages through a joint powers authority, the Big Independent Cities Excess Pool (BICEP)
  - General Liability
  - Workers' Compensation
  - Property (joint purchase)
- On April 16, 2019, the City Council approved the City's withdrawal from BICEP and began purchasing insurance through other means
  - **General Liability Insurance:** Direct purchase of commercial insurance through the City's insurance broker
  - **Property Insurance:** Continued with the joint purchase program known as the Alliant Property Insurance Program (APIP)
  - **Workers Compensation Insurance:** The City became a direct member of the PRISM Joint Powers Authority (formerly known as CSAC-EIA) through the Council's adoption of Resolution No. 15,213 and execution of the Joint Powers Agreement (Agreement No. A-8132).

CURRENT INSURANCE MARKET CONDITIONS

General Liability Insurance

- Insurance market has tightened due to nationwide events of 2020 & 2021
  - Widespread civil unrest and riots
  - Rising litigation costs
  - Larger jury verdicts
- Oxnard and other public entities pay more for insurance despite not having experienced the same social turmoil
- Broker solicited 30 insurance companies, could not obtain any quotes in the $1-2 million layer ($1-$3 million layer for law enforcement liability)
- Limits greater than $15 million could not be obtained

Property Insurance

- Property insurance market continues to harden
  - Years of catastrophic events (California wildfires, east coast hurricanes, Midwest storms, COVID-19 uncertainty)
  - 2020 losses of $83 billion (5th highest)
  - 2021 Q1: largest first quarter loss of $100 billion (ice storm Uri)
- Broker surveyed 36 individual insurance companies and received no direct quotes for coverage.

PRISM Joint Powers Authority Coverage

- $1 million self-insured retention (SIR) per occurrence (same as the City has always maintained)
- $25 million per occurrence limit, no aggregate limit (exceeds current fiscal year limit of $15 million per occurrence/$18 million aggregate)
- Approved for membership in the program by PRISM board on June 2, 2021
- PRISM liability insurance premium of $1.7 million for FY 21-22
  - Last year of BICEP (FY 18-19) premium was $1.6 million for less coverage
  - City has realized savings of $1.8 million by purchasing commercial insurance over the last two fiscal years versus final year of BICEP

FY 21-22 : Alliant Property Insurance Program (APIP)

- Same program in which the City has been participating for many years
- Premium is increasing from $492,403 in FY 20-21 to $898,522 in FY 21-22
- Coverage is same as prior years
  - $500 million per occurrence all perils (excludes earthquake and flood)
  - $100 million combined rental interruption
  - $25 million course of construction and additions
  - Vehicle coverage included
  - Replacement cost value
  - Deductible of $50,000 per occurrence for real property losses
  - Cyber liability aggregate limit of $2,000,000 ($100,000 deductible)
- Increased deductible (from $100K to $200K) for vehicles valued over $300K due to prior City losses

FY 22-23: PRISM Property Program

- Nearly identical to the APIP Property Insurance Program
- Binds on April 1, 2022, bills on July 1, 2022 for FY 22-23
- Can cancel APIP policy as of April 1, 2022
  - Net APIP policy cost in FY 21-22 = $673,892 (lowers premium of $898,522 by $224,630 in FY 21-22)

RECOMMENDATION

That the City Council:

1. Approve and authorize the City Manager to execute the Memorandum of Understanding - Excess Liability Program with the PRISM Joint Powers Authority for excess liability insurance coverage.

2. Approve and authorize the Mayor to execute a Purchase Order in the amount of $898,522 with Alliant Insurance Services, Inc. for property insurance coverage during Fiscal Year 2021-22.

3. Approve and authorize the City Manager to execute the Memorandum of Understanding - Property Program with the PRISM Joint Powers Authority for prospective property insurance coverage beginning in FY 2022-23.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: June 29, 2021

TO: City Council

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

SUBJECT: Third Amendment to Agreement A-8194 (Mercy House) for Shelter and Navigation Center Operations.

RECOMMENDATION

That the City Council:
1. Approve the Third Amendment to Agreement A-8194 with Mercy House for the provision of shelter and navigation center operations in Fiscal Year 2021-2022, in the amount not-to-exceed $2,696,600, bringing the total cost for the Amended Agreement to a not-to-exceed amount of $5,027,349.00 for the 30-month period, plus an additional COVID-19 Emergency Contingency Cost Increment for FY 2021-22 in an amount not to exceed $700,020; and
2. Authorize the Chief Financial Officer to implement an administrative budget adjustment for utilization of $939,782 of Permanent Local Housing Allocation grant funds for FY 2021-22 upon receipt thereof; and approve the use of $1,200,000 of Coronavirus Aid, Relief and Economic Security Act (CARES) funds for FY 2021-22 shelter operations.
(This item did not originate in Committee.)

BACKGROUND

Since January of 2019, the City has operated a 110-bed, 24-hour shelter, which provides a safe place to sleep, shelter from the elements, meals, and sanitation and related services for individuals experiencing homelessness, at the former National Guard Armory on K Street. After being operated directly by Housing Department staff for five months, in June of 2019 the City procured the non-profit Mercy House to manage the shelter and navigation center operations.

On December 16, 2019, Council approved Agreement No. A-8194 with Mercy House, in the amount of $1,186,560.00, covering shelter operations through June 30, 2020. That Agreement has been subsequently amended twice. The onset of the COVID-19 public health emergency in March of 2020 required the City and Mercy House to make immediate modifications in the operation of the shelter. The First Amendment was executed in March of 2020, to cover the initial costs of dispersing patients and operating a second location (350 S K Street) in order to implement public health requirements for social distancing. The Second Amendment, approved by City Council on June 30, 2020, extended the agreement through June 30, 2021, and covered both the regular operations and the continuation of the pandemic-induced two-site operation.

The increased expenses resulting from compliance with the COVID-19 emergency public health regulations have continued to be monitored and tracked separately from regular operating expenses. The City will continue to seek all available resources (including Federal Emergency Management Agency, State of California, and County of Ventura funding sources) to obtain maximum reimbursement for COVID-19 related expenditures.

In order to provide for uninterrupted operation of the shelter and navigation Center, staff and Mercy House entered into discussions for an extension of the operating agreement for Fiscal Year 2021-2022. The result of those discussions is the proposed Third Amendment to A-8194 (Attachment No. 4 to this report).

The projected annual operating cost for FY 2021-22 is $2,696,600, exclusive of any COVID-19-related expenses. This operating cost will be paid entirely by grant funding received by both the City and by Mercy House. No City General Funds, Measure O, or Measure E funds are sought for shelter operations in FY 2021-22.

The principal City-received grant funding sources for the FY 2021-22 shelter operation are $939,782 from the Permanent Local Housing Allocation (PLHA), and $1,200,000 of Emergency Shelter CARES Act funding (ESD-CARES). With respect to PLHA, on July 21, 2020, Council approved utilizing up to 55% of the second year's allocation of that three-year grant for shelter activities. On May 3, 2021, the California Department of Housing and Community Development (HCD) advised the City that the City's allocation amount will be $1,800,577 for the 2021-22 Fiscal Year; 55% of that amount is $990,306. With respect to the CARES Act funding, Council has previously authorized $2.4 million to support shelter operations in Fiscal Years 2020-21 and 2021-22, of which $1.2 million will be utilized for the period covered by this Third Amendment.

Additional grant funding that Mercy House has available in FY 2021-22 comes from two sources: $500,000.00 in HHAP funds awarded by the County of Ventura, plus $56,818 in Emergency Shelter Grant funding that was previously awarded to Mercy House to defray the cost of the Rapid Re-housing component of the shelter navigation services.

The breakdown of the funding sources for the FY 2021-22 operation of the shelter and navigation center is as follows:

ESG-CARES:	$1,200,000
PLHA:	939,782
Mercy House HHAP:	500,000
Mercy House Rapid Re-Housing ESG:	56,818
TOTAL for FY 2021-22:	**$2,696,600**

The Third Amendment includes a contingency for this continued operation at multiple sites for as long as such is necessary, and provides that if and when the situation permits for a return to operation at a single site (The Armory), the monthly cost will drop back down to the pre-emergency operating cost. That contingency cost to operate two sites is $58,335 per month.

If the need to continue multiple-site operation were to last through the entire upcoming Fiscal Year, that annual cost would be represent an additional $700,020.00. Any costs for continuation of the two-site operation will be paid from the previously-approved FY 2020-21 allocation which the City received of federal CARES (the Coronavirus Aid, Relief, and Economic Security) Act funds, which is targeted to helped defray the cost of the pandemic-related measures.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The not-to-exceed cost of the Third Amendment to operate a single shelter site for Fiscal Year 2021-2022 is $2,696,600. If two sites continue to be needed, the maximum possible COVID-19 Contingency costs are a maximum of $700,020, brining the total annual costs to $3,396,620. As indicated above, that cost will decrease by $58,335 per month following a return to single-site operation, which could occur at any time pursuant to future public health directives.

The City funding for this Third Amendment to Agreement A-8194 totals $2,139,782, consisting of $1,200,000 from ESG-CARES, account number 243-5395-804.84-84; and $939,782 of PHLA funds, account number 190-5192-826-8209. The remaining $556,818 of funding would be provided by Mercy House, consisting of $500,000 of its own HHAP grant

funding, and $56,818 of its own Rapid Re-Housing ESG funds. A majority (79%) of the funding would be provided by the City, but a significant minority (21 percent) would be provided by Mercy House itself. There is no impact to the General Fund. This funding split is memorialized in the Third Amendment to the Agreement.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement No. A-8194 (effective 01-01-2020)
2. First Amendment to Agreement No. A-8194 (effective 03-22-2020)
3. Second Amendment to Agreement No. A-8194 (effective 06-30-2020)
4. Third Amendment to Agreement No. A-8194

Agreement No. **A-8194**

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: January 1, 2020

(2) Consultant: Mercy House

(3) Services: Emergency Shelter Operating Agreement

(4) Schedule of Services:

- Shelter operation services shall be provided between January 1, 2020 and June 30, 2020, inclusive. All services must be completed within one hundred eighty-two (182) calendar days of the Agreement start date listed above.

(5) Agreement Ending Date: June 30, 2020

(6) Total Agreement Amount: Not to exceed $1,186,560.00

(7) City's Project Manager: Emilio Ramirez

(8) Consultant's Project Manager: Patti Long, Associate Director

(9) Insurance Coverage: INS-B

(10) Addresses for Notice:

FOR CONSULTANT:

P. O. Box 1905
Santa Ana CA 92702
Attn: Patti Long, Associate Director

FOR CITY:

435 South "D" Street
Oxnard CA 93030
Attn: Emilio Ramirez, Housing Director

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

pattil@mercyhouse.net

CITY'S PROJECT MANAGER:

emilio.ramirez@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:
X Scope of Services Exhibit
X Rates and Costs Exhibit
X Insurance Exhibit (INS-B)

APPROVED
12/17/2019 14
DATE

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

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

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

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

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

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

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

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

16. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of

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

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

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

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

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

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in

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

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

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

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

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

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

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

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

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

CITY OF OXNARD

Tim Flynn 12/17/19

Tim Flynn, Mayor Date

MERCY HOUSE

12/5/19

Patti Long, Associate Director Date

ATTEST:

Michelle Ascension 12/17/19

Michelle Ascension, City Clerk Date

APPROVED AS TO FORM:

12/17/19

Stephen M. Fischer, City Attorney Date

SCOPE OF SERVICES EXHIBIT

Consultant will provide homeless shelter services to the City of Oxnard at the current shelter location at 351 South K Street in Oxnard from January 1, 2020 through June 30, 2020. The specific areas in which the Consultant will provide services are (1) Operate and manage homeless shelter 24 hours a day, seven days a week. (2) Provide supervision of shelter managers and staff. (3) Deliver quality homeless shelter services for up to 110 participants per day; (4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated. (5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus; (6) collaborate with the City of Oxnard and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter; and (7) Develop a program and engage in fund-development for the future permanent year-round shelter operation. These areas are detailed with more specificity below:

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

- Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds).
- Consultant will work with case managers, housing navigators, and local homeless social service agency staff to assist shelter participants.
- Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
- Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
- Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.
- Consultant will provide laundry service for bedding lines, towels, and client clothing. It is the intention of the parties to provide an on-site facility for this purpose. City shall exercise its best efforts to establish such on-site facility, with washers and dryers as soon practicable.

No later than January 15, 2020, City shall provide Consultant, free of charge, a 10-passenger transport vehicle, in good working order, which Consultant shall utilize for the purpose of transporting shelter clients to and from appointments and other necessary destinations during the duration of this Agreement. Upon acceptance of transfer of the vehicle, Consultant shall be responsible for license, registration, insurance, maintenance, and other operating costs.

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that (1) the future permanent year-round shelter is anticipated to be operated at another site in the City of Oxnard; (2) Consultant has been selected as the operator of that future permanent year-round shelter; (3) Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter; and (4) the current K Street site requires certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation.

Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement.

Fund Development: The parties recognize that additional funding resources will be needed in order to ensure sufficient resources and optimum funding for the future permanent-year found shelter. Consultant will work with the City on developing a Fund Development plan, and shall coordinate with City in applying for grants, which may be applied for jointly or by either party, as deemed most appropriate for each particular grant.

Term of Agreement: January 1, 2020 to June 30, 2020

Compensation: As set forth in Rates and Compensation Exhibit (attached).

RATES AND COSTS EXHIBIT

Compensation: For the term of this agreement, Consultant shall be compensated a not-to-exceed total of $1,186,560.00.

Terms of Payment: Consultant shall invoice City on a monthly basis, in the amount of $197,760.00 per month.

INSURANCE EXHIBIT

INS-B

Agreement No. A-8194

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 22 day of March, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Mercy House ("Consultant"). This First Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant.

City and Consultant agree as follows:

1. The "Total Agreement Amount" in Section 6 of the Cover Page of the Agreement is hereby amend to now read "Not to exceed $1,423,267.00".

2. The following language is added to the "Scope of Services Exhibit":

   Commencing on or about March 22, 2020, Consultant will implement steps in accordance with government directives related to the recommendations for addressing the COVID-19 pandemic. Specifically, a sufficient number of beds will be transferred from the current location at 351 South K Street to an additional facility to be provided by City, in order to increase the spacing between beds, and to provide additional restroom and shower facilities deemed necessary by public health authorities. That additional facility shall be located at the Police Athletic League building, 350 South K Street, or such other location as designated by City.

   Consultant shall increase staffing and security to appropriate levels in order to accommodate the need to provide shelter services at this second location. Consultant and City shall jointly determine the appropriate additional restroom, shower and other facilities and equipment that may be required to provide appropriate services, and shall take steps to ensure the provision thereof. The cost of such additional facilities and equipment shall be borne by Consultant.

   Consultant shall separately track any and all expenditures incurred which are the result of responding to the COVID-19 pandemic, and shall provide a report to City, on a monthly basis, detailing such expenditures.

3. The "Rates and Costs Exhibit" is hereby amended to read as follows:

   Compensation: For the term of this agreement, Consultant shall be compensated a Not-to-exceed total of $1,423,267.00.

   Terms of Payment: Consultant shall invoice City on a monthly basis, in the amount of $197,760.00 per month for the months of January, February and March 2020; and in the amount of $276,662.00 per month for April, May and June 2020.

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

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

CITY OF OXNARD

Tim Flynn 4/7/20

Tim Flynn, Mayor Date

Date

MERCY HOUSE, CONSULTANT

3/30/20

Larry Haynes, Executive Director

ATTEST:

Michelle Ascension 4/8/20

Michelle Ascension Date

City Clerk

APPROVED AS TO FORM:

4/7/2020

Stephen M. Fischer Date

City Attorney

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Mercy House ("Consultant"). This Second Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant, and subsequently amended by the First Amendment entered into on March 22, 2020.

City and Consultant agree as follows:

1. The "Agreement Ending Date" in Section 5 of the Cover Page of the Agreement is hereby amended to now read "Agreement Ending Date: June 30, 2021."

2. The "Total Agreement Amount" in Section 6 of the Cover Page of the Agreement is hereby amended to now read "Not to exceed $2,667,456.00, with an additional COVID-19 Emergency Contingency Cost Increment not to exceed an additional $936,727.00".

3. The "Scope of Services Exhibit" is hereby amended to read as follows:

Consultant will provide homeless shelter services to the City of Oxnard at the current shelter location at 351 South K Street in Oxnard from January 1, 2020 through June 30, 2021. The specific areas in which the Consultant will provide services are (1) Operate and manage homeless shelter 24 hours a day, seven days a week. (2) Provide supervision of shelter managers and staff. (3) Deliver quality homeless shelter services for up to 110 participants per day; (4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated. (5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus; (6) collaborate with the City of Oxnard and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter; and (7) Develop a program and engage in fund-development for the future permanent year-round shelter operation. These areas are detailed with more specificity below:

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

- Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds).
- Consultant will work with case managers, housing navigators, and local homeless social service agency staff to assist shelter participants.
- Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
- Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
- Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.
- Consultant will provide laundry service for bedding lines, towels, and client clothing, at an on-site facility which has been established for this purpose.

City has provided Consultant, free of charge, a 10-passenger transport vehicle, in good working order, which Consultant shall utilize for the purpose of transporting shelter clients to and from appointments and other necessary destinations during the duration of this Agreement. Consultant shall be responsible for license, registration, insurance, maintenance, and other operating costs.

COUNCIL APPROVED
6/30/2020 L-4
DATE

Provisions for modified operations during COVID-19 emergency: Effective March 22, 2020, City shall provide, and Consultant shall operate, a second location to which a sufficient number of shelter beds can be re-located in order to disperse the 110 shelter beds and achieve the necessary spatial separation required to comply with the social distancing mandates of the appropriate emergency and public health authorities. That additional facility is currently located at the Police Athletic League building, 350 South K Street, and may be re-located to another appropriate location as designated by City. The parties recognize that providing these services at two or more locations causes Consultant to incur additional costs. Consultant shall separately track any and all expenditures incurred which are the result of responding to the COVID-19 pandemic, and shall provide a report to City, on a monthly basis, detailing such expenditures. Consultant shall continue to operate at the multiple locations for the duration of the emergency, for as long as deemed necessary by City, and City shall compensate Consultant for such additional costs as set forth in the Rates and Costs Exhibit, and particularly described therein as "COVID-19 Emergency Contingency Cost Increment".

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that (1) the future permanent year-round shelter is anticipated to be operated at another site in the City of Oxnard; (2) Consultant has been selected as the operator of that future permanent year-round shelter; (3) Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter; and (4) the current K Street site requires certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation.

Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement. City shall be responsible for the cost of any additional restroom and shower facilities which are necessary due to the requirements to modify operations during the COVID-19 emergency. Consultant shall comply with any applicable living wage ordinance.

Fund Development: The parties recognize that additional funding resources will be needed in order to ensure sufficient resources and optimum funding for the future permanent-year found shelter. Consultant will work with the City on developing a Fund Development plan, and shall coordinate with City in applying for grants, which may be applied for jointly or by either party, as deemed most appropriate for each particular grant.

Compensation: As set forth in the Rates and Compensation Exhibit (attached).

4. The "Rates and Costs Exhibit" is hereby amended to read as follows:

(A) Compensation: For the term of this agreement, City shall compensate Consultant a not-to-exceed total of $2,667,456.00 for operations (exclusive of any additional "COVID-19 Emergency Contingency Cost Increment" for Fiscal Year 2020-21), consisting of the following three components:

(i) For the period from January 1, 2020 through June 30, 2020 (per original Agreement A-8194):

Monthly: $197,760.00
Total for this six-month period: $1,186,560.00

(ii) For the period from July 1, 2020, through June 30, 2021 (per this Second Amendment):

Total for this twelve-month period: $1,244,189.00

(iii) For the period from March 22, 2020, through June 30, 2020, an additional COVID-19 Emergency Cost Increment, per First Amendment to this Agreement: $236,707.00

(B). Contingency for multiple-site operation for Fiscal Year 2020-2021: In addition to the foregoing, an additional COVID-19 Emergency Contingency Cost Increment for Fiscal Year 2020-21, in an amount not-to-exceed $700,020.00 will be payable as follows, beginning July 1, 2020, and continuing until such time as operations can return to a single-site:

For the period from July 1, 2020, through June 30, 2021 (per this Second Amendment):
Monthly: $58,335.00
Not-to-exceed twelve-month total: $700,020.00

(C). In addition to the aforementioned amounts, Consultant is the direct recipient of additional grant funds for shelter operations in Fiscal Year 2020-2021 in the following amounts: $1,263,811.00 in Homeless Housing Assistance and Prevention (HHAP); and $56,818.00 in FY 2019-2020 Emergency Shelter Grant Funds.

Terms of Payment: Consultant shall invoice City on a monthly basis for the single-site operating costs for all months from January 2020 through June 2021, inclusive. In addition, Consultant shall invoice City separately for the Additional COVID-19 Emergency Contingency Cost Increments for each month that Consultant is required to operate at multiple sites, in accordance with the preceding section, as set forth in the "Provisions for Modified Operations during COVID-19 Emergency" section of the Scope of Services. Upon cessation of multiple-site operations, Consultant shall cease invoicing for any Additional COVID-19 Emergency Contingency Cost Increment, and thereafter shall invoice City only for the single-site operating costs as set forth in Sections (A) and (B) above.

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

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

CITY OF OXNARD

Tim Flynn 6/30/20
Tim Flynn, Mayor Date

ATTEST:

Michelle Ascension 6/30/2020
Michelle Ascension, City Clerk Date

APPROVED AS TO FORM:

6/23/20
Stephen M. Fischer, City Attorney Date

MERCY HOUSE

6/17/20
Larry Haynes, Executive Director Date

6/18/20
Patti Long, Associate Director Date

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of June, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Mercy House ("Consultant"). This Third Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant, and subsequently amended by the First Amendment entered into on March 22, 2020, and by the Second Amendment entered into on June 30, 2020.

City and Consultant agree as follows:

1. The "Agreement Ending Date" in Section 5 of the Cover Page of the Agreement is hereby amended to now read "Agreement Ending Date: June 30, 2022."

2. The "Total Agreement Amount" in Section 6 of the Cover Page of the Agreement is hereby amended to now read "Not to exceed $5,027,349.00, with an additional annual COVID-19 Emergency Contingency Cost Increment not to exceed an additional $700,020.00 per year".

3. The "Scope of Services Exhibit" is hereby amended to read as follows:

Consultant will provide homeless shelter services to the City at the current shelter location at 351 South K Street in Oxnard from January 1, 2020 through June 30, 2022. The specific areas in which the Consultant will provide services are (1) Operate and manage homeless shelter 24 hours a day, seven days a week. (2) Provide supervision of shelter managers and staff. (3) Deliver quality homeless shelter services for up to 110 participants per day; (4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated. (5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus; (6) collaborate with the City and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter; and (7) Develop a program and engage in fund-development for the future permanent year-round shelter operation. These areas are detailed with more specificity below:

<u>Shelter Operations:</u> The services provided by Consultant will include the following deliverables:

- Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds), with an objective of maintaining a minimum of at least seventy-five percent (75%) occupancy at all times, absent extraordinary circumstances.
- Consultant will provide case managers and housing navigators, and will work with and participate in regular coordination meeting with local homeless social service agency staff to assist shelter participants.
- Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
- Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
- Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.
- Consultant will provide laundry service for bedding lines, towels, and client clothing, at an on-site facility which has been established for this purpose.
- With respect to case management, Consultant will ensure that each client will be assigned a Housing Navigator who shall work with the client to create a pathway to permanent housing opportunities; in addition, each client will have a completed VI-SPADT assessment and be

entered into the Coordinated Entry System (CES). Housing Navigators will assist clients to create a housing plan, including obtaining necessary documentation to move forward in the client's housing connection process. Case management will be provided daily or as necessary, for the purpose of housing navigation as well as linkages to benefits establishment, to community providers for substance abuse, primary and mental health care, and all other services needed to assist clients in reaching stabilization goals.

- Consultant will maintain required records in accordance with the Homeless Management Information System (HMIS), including recording case notes, and provide required quarterly reporting to HUD.

City has provided Consultant, free of charge, a 10-passenger transport vehicle, in good working order, which Consultant shall utilize for the purpose of transporting shelter clients to and from appointments and other necessary destinations during the duration of this Agreement. Consultant shall be responsible for license, registration, insurance, maintenance, and other operating costs.

Provisions for modified operations during COVID-19 emergency: Effective March 22, 2020, and continuing until such time as a second site is no longer deemed necessary by the City in order to address the COVID-19 emergency, City shall provide, and Consultant shall operate, a second location to which a sufficient number of shelter beds can be re-located in order to disperse the 110 shelter beds and achieve the necessary spatial separation required to comply with the social distancing mandates of the appropriate emergency and public health authorities. That additional facility is currently located at the Police Athletic League building, 350 South K Street (the "K Street Site"), and may be re-located to another appropriate location as designated by City. Consultant shall maintain sufficient staffing to provide for daytime use by clients of the second site. The parties recognize that providing these services at two or more locations causes Consultant to incur additional costs. Consultant shall separately track any and all expenditures incurred which are the result of responding to the COVID-19 pandemic, and shall separately invoice the City, on a monthly basis, detailing such expenditures. Consultant shall continue to operate at the multiple locations for the duration of the emergency, for as long as deemed necessary by City, and City shall compensate Consultant for such additional costs as set forth in the Rates and Costs Exhibit, and particularly described therein as "COVID-19 Emergency Contingency Cost Increment".

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that (1) the future permanent year-round shelter is anticipated to be operated at another site in Oxnard; (2) Consultant has been selected as the operator of that future permanent year-round shelter; (3) Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter; and (4) the current K Street Site requires certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation.

Consultant shall be responsible for payment of all utilities (water, sewer, refuse, electricity, natural gas, telephone, internet) at the shelter location, effective no later than July 1, 2021. Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement. City shall be responsible for the cost of any additional restroom and shower facilities which are necessary due to the requirements to modify operations during the COVID-19 emergency. Consultant shall comply with any applicable living wage ordinance.

Fund Development: The parties recognize that additional funding resources will be needed in order to ensure sufficient resources and optimum funding for the current and future permanent-year shelter. Consultant shall coordinate with City in applying for grants, including potential County and state grants which may become available in FY 2021-2022, and which may be applied for jointly or by either party, as deemed most appropriate for each particular grant.

Compensation: As set forth in the Rates and Compensation Exhibit (attached).

4. The "Rates and Costs Exhibit" is hereby amended to read as follows:

(A) Compensation: For the term of this Agreement, City shall compensate Consultant a not-to-exceed total of $5,027,349.00 for operations (exclusive of any additional "COVID-19 Emergency Contingency Cost Increment" for Fiscal Year 2020-21 and Fiscal Year 2021-22), consisting of the following components:

(i) For the period from January 1, 2020 through June 30, 2020 (per original Agreement A-8194):

Monthly: $197,760.00
Total for this six-month period: $1,186,560.00

(ii) For the period from July 1, 2020, through June 30, 2021 (per the Second Amendment):

Total for this twelve-month period: $1,244,189.00

(iii) For the period from July 1, 2021, through June 30, 2022 (per this Third Amendment):

Total for this twelve-month period: $2,696,600.00

(iv) For the period from March 22, 2020, through June 30, 2020, an additional COVID-19 Emergency Cost Increment, per First Amendment to this Agreement: $236,707.00

(B). Contingency for multiple-site operation for Fiscal Year 2020-2021: In addition to the foregoing, an additional COVID-19 Emergency Contingency Cost Increment for Fiscal Year 2020-21, in an amount not-to-exceed $700,020.00 will be payable as follows, beginning July 1, 2020, and continuing until such time as operations can return to a single-site:

For the period from July 1, 2020, through June 30, 2021 (per the Second Amendment):
Not-to-exceed twelve-month total: $700,020.00

(C). Contingency for multiple-site operation for Fiscal Year 2021-2022: In addition to the foregoing, an additional COVID-19 Emergency Contingency Cost Increment for Fiscal Year 2021-22, in an amount not-to-exceed $58,355 will be payable as follows, beginning July 1, 2021, and continuing until such time as operations can return to a single-site:

For the period from July 1, 2021, through June 30, 2022 (per this Third Amendment):
Monthly: $58,355
Not-to-exceed twelve-month total: $700,020

(D). In addition to the aforementioned amounts, Consultant is the direct recipient of additional grant funds for shelter operations in Fiscal Year 2020-2021 in the following amounts: $1,263,811.00 in Homeless Housing Assistance and Prevention (HHAP); and $56,818.00 in both FY 2019-20 and FY 2021-22 Emergency Shelter Grant Funds. For FY 2020-2021, Consultant has available a total of $500,000.00 in HHAP funds, which Consultant shall apply towards the $2,696,600.00 amount set forth in Section 4(A)(iii) above, reducing the amount to be invoiced by Consultant to the City to $2,196,600.00 ($183,050.00 per month) for the entirety of FY 2021-22, exclusive of any COVID-19 Emergency Contingency Cost Increment as set forth in Section (C) above.

Terms of Payment: Consultant shall invoice City on a monthly basis for the single-site operating costs for all months from January 2020 through June 2022, inclusive. In addition, Consultant shall invoice City separately for the Additional COVID-19 Emergency Contingency Cost Increments for each month that Consultant is required to operate at multiple sites, in accordance with the preceding section, as set forth in the "Provisions for Modified Operations during COVID-19 Emergency" section of the Scope of Services. Upon cessation of multiple-site operations, Consultant shall cease invoicing for any Additional COVID-19 Emergency Contingency Cost Increment, and thereafter shall invoice City only for the single-site operating costs as set forth in Sections (A) and (B) above.

5. The second and third sentences of Paragraph 14: Audit of the Agreement are hereby amended to now read as follows:

> "Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of ten (10) years after the final payment under the Agreement, or until June 30, 2035, whichever occurs later; and Consultant shall permit State auditors to interview Consultant's employees. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least five years after final payment under the Agreement or until an audit has been completed and accepted by City and the State, whichever occurs later."

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

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

CITY OF OXNARD

_____
John C. Zaragoza, Mayor Date

ATTEST:

_____
Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney Date

MERCY HOUSE

_____
Larry Haynes, Chief Executive Officer Date

_____
Patti Long, Chief Operating Officer Date

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: June 29, 2021

TO: City Council

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

SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2021-22 within the Downtown Oxnard Property Business Improvement District (Oxnard Downtown Management District).

RECOMMENDATION

That the City Council adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District Plan (the "District") for Fiscal Year (FY) 2021-22.
(This item did not originate in Committee.)

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") to promote enhanced economic revitalization and physical maintenance of these commercial 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 16, 2019, the Oxnard City Council re-established the Downtown PBID (the "District") for a five-year period (FY 2019-20 – FY 2024-25). 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 physical amenities throughout Downtown; and other improvements and activities which benefit businesses and real property located within the District.

The proposed assessment is $502,357.00, which reflects no rate increase over the previous fiscal year. Of the total assessments to be levied, $351,363.39 is to be charged to private owners and $150,993.61 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 two percent per year. There is no increase in the assessment for FY 2021-22.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods,

encourages community engagement, and supports our residents in their efforts to improve their quality of life.

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

FINANCIAL IMPACT

The City will be responsible for submitting to the County of Ventura an annual assessment roll for the District for FY 2021-22. Any assessed non-City public agencies, for which the County does not bill a District assessment, will receive a handbill from the City. The District assessment revenues collected by the County and paid to the City will be remitted to the Downtown Oxnard Improvement Association at a minimum of twice a year.

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 2021-22 PBID Assessment is approximately $5070.35 and is an approved item on the 2021-22 Annual Recognized Obligation Payment Schedule ("ROPS"). The City's 2021-22 PBID Assessment is approximately $145,923.26. The Recommended FY 2021-22 Budget will include $145,923.26 in account 101-8210-801.85-28 for the City's share of these assessments.

There is no new financial impact associated with this report. Per the annual levy approved by Council on June 30, 2020, the proposed assessment for the District is $502,357.00, which reflects no rate increase over the previous fiscal year. Of the total assessments to be levied, $351,363.39 is to be charged to private owners and $150,993.61 to public agencies.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Oxnard Downtown Management District Assessment Roll
2. District Boundary Map
3. ODMD Assessment Resolution

EXIBIT A
OXNARD DOWNTOWN MANAGEMENT DISTRICT
2021-22 ASSESSMENT ROLL

APN	2021-22 ASSMT
2010113110	$3,894.03
2010160010	$690.00
2010160020	$653.49
2010160030	$1,840.50
2010160040	$490.89
2010160050	$909.00
2010160060	$459.00
2010160070	$774.00
2010160080	$715.50
2010160090	$690.75
2010160100	$780.00
2010160110	$963.90
2010160120	$810.00
2010160130	$1,332.00
2010160170	$1,572.75
2010160180	$1,782.83
2010160190	$1,019.94
2010160200	$1,985.10
2010160220	$1,147.14
2010160250	$1,152.75
2010160260	$2,225.78
2010211010	$2,000.25
2010211040	$488.01
2010211110	$893.25
2010211120	$756.90
2010211130	$573.45
2010211140	$573.45
2010211155	$573.45
2010211170	$1,902.27
2010211180	$1,391.40
2010211190	$1,616.82
2010211200	$1,653.75
2010211210	$1,655.10
2010211225	$458.82
2010211230	$683.82
2010211300	$586.05
2010211360	$1,174.07
2010211380	$1,380.00
2010212010	$1,582.76
2010212020	$1,366.44
2010212030	$1,359.69
2010212060	$1,292.19
2010212070	$1,450.13
2010212140	$1,344.15
2010212150	$3,066.90
2010212165	$1,665.38
2010212170	$1,709.25
2010212180	$1,012.50
2010212190	$1,042.50
2010212200	$768.75
2010212230	$1,224.69
2010212260	$1,862.27
2010212270	$1,464.00
2010213010	$1,218.95
2010213020	$739.83
2010213030	$916.68
2010213075	$571.08
2010213080	$1,232.04
2010213090	$1,299.66
2010213100	$670.68
2010213110	$244.00
2010213120	$61.00
2010213130	$1,131.00
2010213140	$591.17
2010213150	$555.02
2010213160	$2,578.43
2010214010	$828.00
2010214020	$3,229.59
2010214030	$2,263.80
2010214040	$2,840.36
2010271030	$670.68
2010271040	$633.75
2010271060	$690.00
2010271070	$891.75
2010271080	$1,254.00
2010271090	$615.00
2010271100	$840.00
2010271110	$840.00
2010271160	$244.00
2010271170	$1,434.93
2010271180	$2,899.20
2010272010	$1,157.69
2010272020	$630.00
2010272030	$630.00
2010272040	$61.00
2010272050	$870.00
2010272060	$1,762.50
2010272070	$825.00
2010272080	$825.00
2010272090	$1,042.50
2010272100	$1,702.50
2010272110	$972.95
2010272120	$1,334.36
2010272140	$615.00
2010272150	$1,767.00
2010272160	$827.63
2010272170	$840.00
2010272180	$1,458.75
2010272190	$61.00
2010272200	$577.50
2010272210	$465.00
2010272220	$1,239.00
2010272230	$1,796.43
2010360110	$1,717.26
2020081010	$1,455.00
2020081020	$825.00
2020081100	$1,233.00
2020081160	$825.00
2020081170	$1,455.00
2020081180	$840.00
2020081190	$840.00
2020081200	$840.00
2020081210	$840.00
2020081220	$840.00
2020081230	$1,470.00
2020081240	$627.00
2020081250	$840.00
2020081260	$840.00
2020081270	$840.00
2020081280	$840.00
2020081290	$840.00
2020083030	$1,354.20
2020083040	$61.00
2020083050	$1,636.10
2020083060	$1,178.58
2020083070	$1,407.42
2020083210	$2,335.26
2020083220	$900.00
2020085030	$826.88
2020085040	$886.97
2020085050	$3,609.39
2020085190	$828.75
2020085200	$2,004.00
2020091100	$825.00
2020091370	$1,890.00
2020091380	$1,043.10
2020091390	$12,241.17
2020091400	$3,830.76
2020092030	$474.00
2020092040	$741.00
2020092050	$1,271.18
2020092060	$1,296.69
2020092070	$2,400.00
2020092120	$825.00
2020092130	$1,338.81
2020092140	$2,265.00
2020092170	$6,234.63
2020092180	$2,137.50
2020092190	$2,969.09
2020094010	$2,051.10
2020094020	$1,202.40
2020094035	$2,598.00
2020094040	$2,058.00

EXHIBIT A
OXNARD DOWNTOWN MANAGEMENT DISTRICT
2021-22 ASSESSMENT ROLL

2020094050	$1,251.00
2020094060	$1,494.00
2020094080	$2,032.47
2020094140	$1,347.00
2020094155	$408.00
2020094160	$408.00
2020094170	$807.00
2020094185	$774.00
2020094195	$1,506.00
2020094205	$426.00
2020094215	$1,854.00
2020094225	$426.00
2020094235	$1,224.00
2020094240	$1,668.93
2020095075	$825.00
2020095085	$825.00
2020095090	$1,446.00
2020095100	$1,331.25
2020095110	$825.00
2020095120	$4,348.32
2020095140	$2,730.75
2020095150	$1,653.75
2020095160	$1,653.75
2020096035	$1,537.50
2020096040	$0.00
2020096050	$1,720.50
2020096060	$1,375.20
2020096070	$1,500.00
2020096080	$3,201.93
2020096095	$1,038.00
2020096105	$2,624.93
2020096110	$1,336.35
2020096125	$770.70
2020101130	$1,665.00
2020101190	$697.65
2020101205	$543.00
2020101215	$1,902.00
2020101225	$402.75
2020101235	$572.25
2020101255	$489.75
2020101270	$404.25
2020101290	$442.50
2020101310	$404.25
2020101330	$404.25
2020101355	$404.25
2020101360	$399.36
2020101370	$413.25
2020101405	$448.65
2020101415	$3,930.96
2020101420	$1,339.32
2020101435	$415.50
2020101445	$2,267.04

2020102010	$5,112.69
2020103025	$780.00
2020103090	$780.00
2020103100	$2,224.65
2020103115	$491.25
2020103120	$2,003.21
2020103130	$855.00
2020103145	$765.00
2020103175	$397.88
2020103185	$578.36
2020103195	$2,251.92
2020103205	$655.20
2020103210	$1,182.00
2020103225	$415.50
2020103235	$508.50
2020103245	$2,484.75
2020104015	$3,810.00
2020104165	$2,774.15
2020104395	$8,831.93
2020104405	$1,178.61
2020104415	$2,421.27
2020104425	$2,078.49
2020104435	$3,455.19
2020105100	$7,185.00
2020105120	$607.50
2020105170	$498.00
2020105180	$2,217.24
2020105195	$399.00
2020105205	$598.50
2020105210	$399.00
2020105220	$598.50
2020105235	$417.00
2020105245	$1,015.50
2020105260	$480.00
2020105275	$0.00
2020105295	$2,795.25
2020105305	$649.50
2020105325	$2,652.60
2020105335	$2,331.57
2020106015	$1,285.50
2020106035	$592.50
2020106065	$817.50
2020106120	$1,042.88
2020106130	$1,724.10
2020106140	$3,772.17
2020106245	$651.00
2020106250	$883.50
2020106265	$473.70
2020106275	$702.09
2020106285	$426.00
2020106295	$678.00
2020106310	$445.65

2020106320	$558.54
2020106355	$2,041.50
2020106370	$1,046.25
2020106380	$1,046.37
2020106390	$1,029.53
2020106400	$2,167.92
2020106410	$2,568.81
2020107050	$589.35
2020107060	$603.75
2020107070	$603.75
2020107080	$2,362.13
2020107100	$999.75
2020107110	$2,161.88
2020107120	$592.50
2020107135	$1,335.00
2020107160	$1,278.00
2020107170	$1,514.85
2020107195	$561.00
2020107205	$432.00
2020107215	$430.50
2020107225	$547.95
2020107235	$3,085.50
2020107240	$3,159.00
2020107250	$1,608.60
2020131030	$877.50
2020131040	$1,713.30
2020131050	$1,818.75
2020131060	$1,670.79
2020131070	$2,002.85
2020131170	$1,208.25
2020131190	$397.35
2020131220	$630.00
2020131230	$1,359.00
2020133010	$1,455.00
2020133020	$993.75
2020133030	$825.00
2020133040	$825.00
2020133050	$61.00
2020133060	$825.00
2020133210	$3,450.87
2020135025	$1,342.00
2020135035	$6,240.00
2020141050	$0.00
2020141060	$1,012.50
2020141070	$607.50
2020141080	$1,176.00
2020141090	$1,176.00
2020141100	$61.00
2020141110	$1,890.00
2020141155	$61.00
2020141165	$61.00
2020141175	$61.00

EXHIBIT A
OXNARD DOWNTOWN MANAGEMENT DISTRICT
2021-22 ASSESSMENT ROLL

2020141185	$61.00
2020141195	$61.00
2020141205	$61.00
2020141215	$61.00
2020141225	$61.00
2020141235	$61.00
2020141245	$61.00
2020141255	$61.00
2020141265	$61.00
2020141275	$61.00
2020141285	$61.00
2020141295	$61.00
2020141305	$61.00
2020141315	$61.00
2020141325	$61.00
2020141335	$61.00
2020141345	$61.00
2020141355	$61.00
2020141365	$61.00
2020141375	$61.00
2020141385	$61.00
2020141395	$61.00
2020141405	$61.00
2020141415	$61.00
2020141425	$61.00
2020142160	$6,405.00
2020143015	$3,310.20
2020143025	$1,494.20
2020143030	$995.10
2020143040	$860.63
2020143050	$607.50
2020143140	$3,861.60

2020143230	$1,867.50
2020143240	$1,656.06
2020143250	$1,235.69
2020144170	$932.41
2020144180	$1,088.74
2020144190	$1,147.27
2020144200	$1,003.30
2020144210	$1,058.54
2020144220	$549.51
2020144230	$1,746.58
2020144240	$549.18
2020144250	$1,269.09
2020144260	$929.14
2020144270	$1,029.18
2020144280	$934.30
2020144290	$836.34
2020144300	$962.09
2020145010	$3,400.50
2020145030	$1,197.35
2020145050	$1,760.61
2020145060	$1,156.58
2020145100	$0.00
2020145110	$1,635.00
2020145120	$825.00
2020145130	$1,527.00
2020145140	$1,455.00
2020145190	$825.00
2020145200	$795.00
2020145210	$694.65
2020145220	$4,676.54
2020145230	$1,174.62
2020145240	$1,301.25

2020146010	$1,897.50
2020146020	$1,098.75
2020146030	$1,031.25
2020146040	$727.50
2020146050	$930.00
2020146070	$1,309.76
2020146080	$761.25
2020146090	$592.50
2020146100	$997.50
2020146110	$592.50
2020146120	$592.50
2020146130	$862.50
2020146140	$2,693.48
2020146150	$1,400.93
2020146180	$2,235.57
2020146190	$592.50
2020146200	$592.50
2020146210	$592.50
2020146220	$4,793.28
2020380015	$61.00
2020380025	$61.00
2020380035	$61.00
2020380045	$61.00
2020380055	$61.00
2020380065	$61.00
2020380075	$61.00
2020380085	$61.00
2020380095	$61.00
2020380105	$61.00
2020380115	$61.00
2020380125	$61.00

EXIBIT A
OXNARD DOWNTOWN MANAGEMENT DISTRICT
2021-22 ASSESSMENT ROLL

OXNARD DOWNTOWN MANAGEMENT DISTRICT

ODMD BOUNDARY

P PUBLIC PARKING LOTS

PS PARKING STRUCTURE

N
W E
S

MAP NOT TO SCALE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OXNARD APPROVING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2021-22 WITHIN THE DOWNTOWN OXNARD PROPERTY BUSINESS IMPROVEMENT 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 "PBIDS") 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 16, 2019, the Oxnard City Council re-established for a five-year period the property and business improvement district named the Oxnard Downtown Management District (the "District") which serves as the PBID Management District Plan as per Section 36600 of the Streets and Highway Code; 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 2021-22 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 2021-22 is $502,357.00 which reflects a rate increase of 0 (zero) percent over the previous fiscal year. Of the total Assessments to be levied, $351,363.39 is to be charged to private owners and $150,993.61 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 two percent per year. There is no increase in the assessment for the fiscal year 2021-22.

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 2021-22.

Section 5. The City Clerk is hereby authorized and directed to transmit a certified copy of the Resolution and the Report to the Ventura County Auditor, as may be required to place said assessment on the secured property tax roll for the Fiscal Year 2021-22.

PASSED AND ADOPTED this _____ day of June, 2021, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
John Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: June 29, 2021

TO: City Council

FROM: Eric Sonstegard, Assistant Police Chief, (805) 385-7801, eric.sonstegard@oxnardpd.org

SUBJECT: Purchase of Portable Handheld Emergency Radios from Day Wireless Systems.

RECOMMENDATION

That the City Council authorize the Mayor to execute a purchase order with Day Wireless Systems in the amount of $375,000 for the purchase of approximately eighty-four (84) Motorola APX-8000 portable radios.
(This item did not originate in Committee.)

BACKGROUND

Uniformed personnel with the Oxnard Police Department ("Department") communicate with each other and our Emergency Communications when they are conducting field activity via portable (or "handheld") emergency radios. With over two-hundred and fifty (250) personnel assigned a handheld radio, they are an integral part of the Department's Emergency Communications system. A vast majority of the Department's current inventory of handheld radios are Motorola HT1250's. These radios were purchased prior to the year 2000 and have a prescribed life expectancy of 8-10 years. The ability to repair them or find replacement parts has become problematic, as they are obsolete.

The Department began a slow and methodical tiered replacement plan several years ago using limited Edward Byrne Memorial Justice Assistant Grant (JAG) funds each year. As such, the limited amount of funding from this grant program only allowed for the purchase of a handful of radios at a time. It is imperative to effective public safety communications that the Department accelerate the plan to replace all of the Department's handheld radios. The Motorola radios that are being purchased as part of the replacement plan are Model APX-8000's that are "dual-banded" for both analog and digital frequencies. This means when the City transitions to a digital radio system, these handheld radios will also be able compatible with a new system without any additional cost.

Day Wireless Systems is the only Motorola channel partner authorized to sell the City of Oxnard Tier One Radio products.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

No budget adjustment is necessary, and this action accelerates the acquisition of body-worn cameras to earlier than contemplated in the FY 2021-22 Proposed Budget. The funding source originally recommended for body worn cameras in the Proposed Budget for FY 2021-22 (the SLESF Fund) can now be repurposed, and staff will return to City Council

after the start of the new fiscal year with a recommendation.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Sonstegard, Assistant Police Chief

ATTACHMENTS

1. 210607-Agenda Item Request-Police
2. 210607-NSS Form-Motorola Solutions $375,000

New Agenda Item Request

POLICE

Description: MOA/Acceptance of Equipment ($265,000)

Staff Contact: Eric S. Sonstegard 385-7801

Date Requested: 7/6/2021 COUNCIL N/A

Approved Routine Item ☑ Needs Measure M Video ☐

Presentation Time: 5 Council Discussion Time: 5

Public Comment Time: 5 Expected Council Date: 7/6/2021

Has this item gone to Committee? N/A; does not need to go

If yes, when?

Notes (if applicable):

To accept a donation of one (1) Lenco BearCat to the City of Oxnard, for use by the Oxnard Police Department.

CITY OF OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

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

Definition

- ☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
  Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☑ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

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

1. Vendor Legal Business Name: **MOTOROLA SOLUTIONS INC**
   Vendor Number: **3363**
   Requisition/PO Number: **REQUISITION #5481**

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
   - ☑ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
   - ☑ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
   - ☐ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
   - ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manage/City Council).
   - ☐ Urgent: City Manager approves waiving the formal competitive solicitation, over $200,000
   - ☐ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.

3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
   - ☐ Comparison to product catalog.
   - ☐ Comparison to similar product/service.
   - ☐ Published price lists.
   - ☑ Prices quoted are less than or equal to, that quoted to other governmental agencies.
   - ☐ Records of previously bid items that were similar.
   - ☑ Proven industry standard.

4. Provide a brief written explanation for this product/services. The current inventory of the handheld radios consists primarily of obsolete Motorola HT1250 models from the late 1990s. With the approval of the CMO and the Finance Department, the Police Department will purchase approximately 80 handheld radios for $375,000.

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year:	Fiscal Year:	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):	$ 375,000			
Ongoing Costs (Describe):				
Annual Total Costs: Add the total by year	$ 375,000			

101-2101-802-8134 FY21

6. Period of Performance:

From:		To:		Or One-Time Purchase	6/30/2021

I HEREBY CERTIFY THAT:

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

Department: **Police** Requestor Name (Print Name): Gaye Lynn Ward
Please print

Authorized Department Director or designee: Chief Eric Sonstegard 5/29/2021
Please print/sign name Date:

Below to be processed by Purchasing: ☐ **Approved or** ☐ **Denied**

Notes:

Purchasing Buyer: Patricia Garcia /
Under $25,000 Please Sign Date:

Purchasing Manager: Daniel Willhite /
Up to $100,000 Please Sign Date:

City Manager: Alexander Nguyen /
$100,001 to $200,000 Please Sign Date:

Mayor: Tim Flynn /
$200,001 + Please Sign Date:

Tracking number assigned by the Purchasing Department only.

Tracking #		Not to Exceed Amount:	$	FY:	

Customer #: 1000827892 **Prepared By** Lauren Kirkland **Cell:** 619-405-7100 **Date:** 5/26/2021

Quote Number #: 1476121 **Email** Lauren.Kirkland@motorolasolutions.com **Quote Expires:** 6/30/2021

Prepared For: Gaye Lynn Ward
Company: Oxnard Police Department
Phone: (805) 385-7784
Email: gaye.lynn.ward@oxnardpd.org

Bill to Please provide
Address:

Ship to Please provide
Address:

Line	Qty	Model	Description	List Price	Dsct Price	Price
		APX™ 8000 Series	APX8000			
1	86	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	$ 6,292.00	$ 3,593.16	$ 309,011.76
1a	86	Q58AL	ADD: 3YEAR ESSENTIAL SERVICE	$ -	$ -	$ -
1b	86	H35BT	ADD: CONVENTIONAL OPERATION	$ 115.00	$ 115.00	$ 9,890.00
1c	86	QA05509AA	DEL: DELETE UHF BAND	$ 800.00	$ 584.00	$ 50,224.00
1d	86	Q241BL	ADD: ANALOG OPERATION	$ (800.00)	$ (584.00)	$ (50,224.00)
2	86	NNTN8863A	CHARGER, SINGLE-UNIT,IMPRES 2, 3A, 100-240VAC, US/NA PLUG	$ 187.00	$ 149.58	$ 12,863.88
3	86	PMMN4099B	AUDIO ACCESSORY REMOTE SPEAKER MICROPHONE, IP68, 3.5MM, UL	$ 145.00	$ 115.99	$ 9,975.14

Subtotal:	$ 341,740.78
Tax:	$ 31,611.02
Total	$ 373,351.80

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.
If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 **Line item 1, includes an additional $1,000 discount that is only valid if the order is received by June 30, 2021.**

MOTOROLA SOLUTIONS

Vendor # 3363
Requisition # 5481

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: June 29, 2021

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Agreement with the Hueneme School District for the operations of the After School Education and Safety (ASES) program in FY 2021-22, FY 2022-23 and FY 2023-24.

RECOMMENDATION

That the Council approve and authorize the Mayor to execute the Partnership Agreement (A-8336) and Memorandum of Understanding (A-8337) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of $3,159,896 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 21-22, FY 22-23 and FY 23-24.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Mv8lltZ3xHE

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. Afterschool and summer learning programs are locally-designed school and community solutions that provide a safe place for students and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, afterschool programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

In 2008, a partnership began between the Recreation and Community Services, City Corps and Hueneme School District (HESD). Today, the City of Oxnard, City Corps and HESD ASES have developed a full partnership by focusing on the strength of each organization – classroom learning by the District, and enrichment learning by the City through City Corps and Recreation. The most notable outcome of this deep schools-city partnership is the effective access by ASES youth of the many activities that introduce them to the world of work and service. Younger students are introduced to service and its connection to work and the discernment of work likes and dislikes. Since City Corps has staffed the program, there have been numerous City Corps participants who have entered the workforce as credentialed teachers. On a daily basis, the HESD program serves over 1040 students at ten (10) school sites and provides employment training to approximately 60 individuals between the ages of 18-24.

The program model incorporates the following three (3) elements, which integrates the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help

students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

2. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation; community service-learning and other youth development activities based on student needs and interest.

3. Homework Center Element: On a daily basis, the program serves over 1,040 students throughout 10 school sites. After eating a nutritious snack, the students participate in Homework Assistance, Math, Arts, Reading and Recreational Sports Programming.

The program has received outstanding reviews by the Ventura County Office of Education (VCOE). This collaboration is often cited as operating one of the best ASES programs in the region.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

If approved, the FY 21-22 budget for the Hueneme Elementary School District program will include $1,053,299 (272-5511). The recommended budgets for FY 22-23 and FY 23-24 will include $1,053,299 and $1,053,298 respectively in ASES funding (272-5511).

The school district requests that the City assist with the grant funding match portion by providing $54,000 of in-kind services per fiscal year. This requested match is met through general fund (101-5511) by providing office space for the ASES program, phone, administrative support, staff support for the end of the year "June Jamboree" and student participation in other various established City Corps / Recreation programs, such as the Kiwanis Track Meet, Community Roots Garden field trips, beach clean-ups, the Oxnard Holiday Parade and other like programs.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 8, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Julie Estrada, Recreation Coordinator

ATTACHMENTS

1. HESD-ASES Agreement 2021-2024
2. HESD-ASES MOU City Corps 2021-2024 (1)
3. HSD ASES Presentation 2021-24

Hueneme Elementary School District

Agreement for Services

After School Education and Safety (ASES) Program

This AGREEMENT is approved and entered into as of July 1, 2021 ("Effective Date") and is for a three year period from July 1, 2021 through June 30, 2024, between the HUENEME ELEMENTARY SCHOOL DISTRICT (herein referred to as the "District"), a public school district duly operating under the laws of the state of California, and The CITY OF OXNARD and the Recreation and Community Services City Corps, a service provider (hereinafter referred to as "Provider") for the purpose of providing specific services pursuant to the ASES Program Grant to eligible District schools and students.

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such special services and advice;

WHEREAS, the Provider is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

WHEREAS, the ASES Program Grant and its Memorandum of Understanding outlines the requirements for supplemental services;

WHEREAS, ASES Program contains the following requirements:

a. Requires the District to develop, in collaboration and in consultation with partners, supplemental services for identified students, in academic, enrichment, and recreational areas;

b. Contains a description of collaboration and partnerships, and their respective responsibilities to provide services;

c. Contains a provision for the termination of the agreement if the Provider or District wishes to terminate;

d. Contains provisions with respect to making payment to the Provider by the District;

e. Contains provisions outlining staffing, effectiveness evaluation, and sustainability, as well as other program aspects;

WHEREAS, Provider is a legally constituted organization and incorporated under the laws of California, and

WHEREAS, Provider is willing to provide services to the District, it's ASES Program schools, and its students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

ASES Program Agreements

Services will be offered and delivered as stated in the ASES Program Grant and in the Memorandum of Understanding between HUENEME ELEMENTARY SCHOOL DISTRICT AND THE CITY OF OXNARD.

Parents/guardians shall not be charged for any services rendered under the ASES Program unless such services and charges are clearly identified in writing and agreed upon in advance by the District, the involved school administer, and the parents/guardians. In no event shall the agreed upon charges obligate the District financially, nor shall the District incur any obligation or expense in excess of the state/federal reimbursement amount.

Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by the District.

Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by Provider with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the District and/or the parents/guardians of the District’s student. Provider shall not provide access or forward to any other person other than parents/guardians or the District any student record without the written consent of the parent/guardian or the District.

Access by HUENEME ELEMENTARY SCHOOL DISTRICT

Provider shall provide services at the location(s) agreed upon in the Memorandum of Understanding. The District’s representatives shall have access to observe each student at work, observe the instructional/enrichment/recreational setting and activities, interview Provider, and review each student's progress.

Fingerprints

In accordance with Education Code § 45125.1, Provider shall conduct a criminal background check of its employees and/or subcontractors prior to any student contact and, upon receipt of those checks, certify to the District that no employee and/or subcontractors of Provider working with students of the school district has been convicted of a violent or serious felony as defined by statues. Provider shall supply to the District a list of names of those employees and/or subcontractors who are cleared to work with students of the District. A fingerprint certification will be submitted with monthly invoices and attendance registers.

Transportation

The District is not responsible for any transportation costs or for making any transportation arrangements not provided for or agreed to in the Memorandum of Understanding. Provider will not transport any students in private vehicles without complying with the District Governing Board Policy 6153 and have permission of parent/guardian.

Accident/Incident Report

Provider agrees to submit a written accident report to the District within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

Child Abuse Reporting

Provider assures to the District that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile, email and mail, within twenty-four (24) hours an incident report to District when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under Provider's supervision.

Supplies, Equipment and Facilities

Provider shall be responsible for appropriate supplies, equipment, and facilities as outlined in the Memorandum of Understanding. If Provider desires to use District

facilities for activities other than outlined in the Memorandum of Understanding it must make a separate application for use of facilities through the District's Use of Facilities procedures.

Continuity of Personnel

Provider shall make every reasonable effort to maintain the stability and continuity of Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Provider shall ensure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Provider shall notify District of any changes in Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

Independent Contractor Status

Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of the District.

a. The personnel performing the Services under this Agreement on behalf of the Provider shall at all times be under Provider's exclusive direction and control. The Provider, its agents or employees shall not at any time or in any manner represent that Provider or any of Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of the District. Neither Provider, nor any of Provider's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the District's employees. Provider will be responsible for payment of all Provider's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Provider becomes aware that any person employed by or volunteering with Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Provider must

immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify the District. The District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Provider shall have no authority to bind the District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the District, whether by contract or otherwise, unless such authority is expressly conferred in writing by the District, or under this Agreement.

Conflict of Interest; Disclosure of Interest:

Provider assures that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Provider's performance of Services under this Agreement. Provider further assures that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider agrees to at all times avoid any actual, potential or the appearance of any conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with the District, including its schools.

b. This Agreement is subject to Board Policy 9270 governing conflicts of interest. Provider agrees to furnish to District (upon request) a valid copy of the most recently adopted partnership or bylaws of the corporation and a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update of said information as changes in governance occur.

c. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures.

d. Provider agrees to notify the District, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

Non-Discrimination

Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

Inspection and Audit

Provider shall provide access to records or reports, or other matter relating to the Agreement, upon request by District. Fiscal records shall be maintained by Provider for seven (7) years and shall be available for audit.

Indemnification

a. Provider's Indemnity Obligation.

To the fullest extent permitted by California law, Provider shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Provider or by any individual or entity for which Provider is legally liable, including but not limited to officers, agents, employees or sub contractors of Provider. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Provider be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Provider in the performance of this Agreement. In the event Provider fails to obtain such indemnity obligations from others as required here, Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Provider and shall survive the termination of this Agreement.

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Provider and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings,

losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Provider, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Provider as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

Insurance

Provider shall provide and maintain insurance, in full force and effect throughout the term of this Agreement and any modification thereof, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858.

Provider shall provide the following scope and limits of insurance:

Minimum Scope of Insurance. Coverage shall be at least as broad as: (1) Commercial General Liability coverage of not less than two million dollars ($2,000,000) in the aggregate and one million dollars ($1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars ($1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars ($2,000,000) per occurrence and five million dollars ($5,000,000)

Aggregate.

Not later than the effective date of this agreement, Provider shall provide the District with satisfactory evidence of insurance, naming HUENEME ELEMENTARY SCHOOL DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to the District before cancellation or material change, evidencing the above-specific coverage. The District reserves the right to revise the requirements of this provision at any time. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with Provider to modify the terms of this agreement.

Monthly Invoices

Provider shall submit to District monthly invoices. Such invoices shall be submitted within thirty (30) days of the rendering of services. District shall process payments to Provider within forty-five (45) days of submission of such invoices, except in those situations identified in the paragraph entitled "Right to Withhold" listed below.

Right to Withhold

The District may withhold payment to Provider, on ten (10) working days written notice of such withholding, when in the opinion of the District:

a. Provider's performance, in whole or in part, either has not been carried out as defined by the ASES Program Grant.

b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

c. Provider has failed to submit the invoice in a timely manner.

If the District gives notice of intent to withhold, Provider shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of Provider and District. No change in this Contract or Memorandum of Understanding shall result in a District financial obligation to Provider in excess of the ASES Program and Memorandum of Understanding reimbursement rate to the District.

Disputes

Disputes between District and Provider concerning the meaning, requirements or performance of this contract shall be submitted to the Superintendent of the District. The determination of the Superintendent shall be made in writing and shall be

binding on both parties

Assignment and Subcontracting

The expertise and experience of Provider are material considerations for this Agreement. The District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Provider under this Agreement. In recognition of that interest, Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

Notwithstanding the above, Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Such approval shall be attached and made part of this Agreement. Provider shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly. Any sub-contractor shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be Provider's responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

Termination

a. The partners are committed to the long-term operations and sustained functioning of the ASES Program.

b. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms.

c. Either parry can initiate the release of this agreement with a thirty (30) day notice. Upon termination without default of Provider, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

d. In consideration of this payment, Provider waives all rights to any further payment or damage. Upon termination, Provider shall turn over to District all student records in its possession generated as a result of services rendered under this Agreement, possessed by Provider or under its control at the time of termination.

Default

Failure of Provider to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Provider of the default and the reasons for the default. District shall not have any obligation or duty

to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Provider may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Provider is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Provider does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action
or inaction of District.

Compliance with Laws

In connection with the Services and its operations, Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Provider shall comply with the provisions of the State ASES Program grant requirements.

Entire Agreement

This Agreement and the Memorandum of Understanding incorporated herein constitute the entire agreement and understanding between the District and Provider in connection with the matters covered herein and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

Governing Law

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

Severability Clause

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be

read and construed without the invalid, void or unenforceable provision(s).

Notices

Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

For the District:
Patricia Marshall, Senior Director, Chief Business Official
Hueneme Elementary School District
205 North Ventura Road
Port Hueneme, CA 93041

For Provider:
Araceli Espinosa, Management Analyst
701 South "G" Street
Oxnard, CA 93030

Authority to Execute

The person or persons executing this Agreement certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

Binding Effect

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. The Funding for the ASES Program and this entire Agreement is contingent upon the district receiving state funding each fiscal year.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

For City of Oxnard:

_____ _____

John C. Zaragoza
Mayor

Date

ATTEST:

_____ _____

Rose Chaparro
City Clerk

Date

APPROVED AS TO FORM:

_____ _____

Stephen M. Fisher
City Attorney

Date

For Hueneme Elementary School District:

_____ _____

Dr. Christine Walker
Superintendent

Date

Memorandum of Understanding between the Hueneme Elementary School District (HESD), fiscal agency of the After School Education and Safety (ASES) Program and the City of Oxnard

The scope of this document is to define the roles and responsibilities of a partnership between the City of Oxnard, City Recreation and Community Services-City Corps (OCC) to provide staff to supervise and support students who participate in the Hueneme Elementary School District (HESD) ASES Program. The ASES Program is an extended learning day offered each day that school is in session from regular day dismissal to 6:00 p.m.

This serves as a Memorandum of Understanding and Responsibility Agreement that HESD and OCC will work together toward meeting the ASES Program Plan goals for the 2021-2024 school years at the following schools: Richard Bard, Charles Blackstock, E.O. Green, Art Haycox, Julien Hathaway, Hueneme, Ansgar Larsen, Parkview, Sunkist and Fred Williams. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

OCC agrees to:

1. Provide a program leader to support all OCC staff and oversee implementation of items 2-12 below: 2. Provide an Activity Leader for each site who will meet regularly with the After School Program Site Coordinator and/or Principal to coordinate:
    a. Oversight of implementation of the unified ASES Schedule each week by all City Corps. staff.
    b. Inform the Site Coordinator of supplies and materials needed each month.
    c. Ensure all staff explain to parents how to sign students out daily to meet grant requirements.
    d. Meet daily with the Youth Development Instructor staff to celebrate successes and address concerns based on the prior day program.
    e. Supervise and support the Youth Development Instructor staff towards meeting the essential responsibilities in working in the ASES program.
    f. Supervision of students daily at arrival, during and at dismissal of program.
    g. Ensure snacks, supplies and materials are organized and available daily.
    h. Work with the Site Coordinator to collect data for evaluation purposes.
    i. Ensure that the staff uses appropriate behavior management and discipline techniques at all times and assist the staff in solving discipline problems; All staff use CHAMPS approach for teaching students expectations for appropriate behavior for all scheduled activities and transitions.
    j. Plan activities using appropriate instructional strategies taught at professional learning days.
3. Provide staff daily to serve required student to staff ratio of 20:1 for all sites.
4. Ensure all employees attend monthly professional learning provided in the school year and use planning time to prepare lessons and activities and to implement instructional strategies taught at the trainings.
5. Provide all staff with planning time daily prior to the start of the program as outlined in the ASES Staff Work Schedule for each school.
6. All personnel must pass District Para-educator Test and receive training in the following areas: CPR/First Aid and provide copy of certificate, Mandated Reporting, Sexual Harassment and pass fingerprint clearance <u>prior to being offered employment.</u>
7. Ensure all employees are able to meet with the Site Coordinator at each school site for 4 hours of planning time prior to the first day of school and that they attend all Summer Professional Learning days.
8. Provide an in-kind matching grant of a minimum of $54,000 to help meet the 33% matching grant requirement.
9. Ensure all ASES staff attend and participate in collaborative planning and meetings.
10. Ensure all employees maintain confidentiality of student records per the Contract with HESD.

11. Maintain all materials provided for the ASES staff by having staff return items at the end of each day.
12. Provide budgetary information to HESD as required.

OCC will be provided with an annual total of $1,053,299 paid in 10 monthly installments of $105,323 through a subcontract with HESD in the 2021-22, 2022-23 and 2023-24 fiscal years and a maximum of $3,159,897 for the duration of this three year contract.

HESD agrees to:

1. Manage the program budget, including collaborating with OCC to ensure the 2021-2024 ASES ProgramPlan goals are being met and for proper payment for services.
2. Provide professional learning and follow-up coaching support to ASES staff.
3. Provide supplies and materials for use in the ASES Program.
4. Visit sites to ensure grant compliance on programmatic levels.
5. Coordinate with agencies to ensure proper implementation and modification, as needed.
6. Work with collaborating agencies to address any parent, teacher, student, or other program participantconcerns that may arise.
7. Collaborate with Oxnard City Recreation and Community Services Project Manager annually to monitoroverall program progress and achievement of goals.

Additionally, HESD will provide one on-site After School Program Site Coordinator/Academic Liaison whowill be responsible for the daily operation of the ASES Program as follows:

1. Coordinate with OCC Activity Leader to order supplies and materials for enrichment activities eachmonth.
2. Recruit and enroll eligible program participants from each site.
3. Maintain after-school records regarding enrollment, waivers, emergency cards, permission slips, etc…
4. Work with teachers to communicate student needs.
5. Arrange substitutes for academic classes, as needed.
6. Serve as liaison between After School Program and regular day staff.
7. Work with teachers, parents and students to ensure appropriate placement.
8. Coordinate with ASES staff to provide arrival/intake and snack services.
9. Monitor implementation of weekly schedule for program in coordination with the OCC Activity Leaderand site administrator.
10. Meet with Site/District administration on a monthly basis to ensure the meeting of program goals.
11. Appropriately address any issues of concern raised by parents, students, teachers, or other programparticipants at the site by working with the ASES and regular day staff and the principal.
12. Represent their program at monthly District-level After School Site Coordinator meetings.

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This agreement shall begin on July 1, 2021 and continue to be implemented until June 30, 2024. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms. Ongoing review of this agreement will be the responsibility of both parties. Either party can initiate release of this agreement with a 30-day notice. Funding for the ASES Program is contingent upon state funding.

For City of Oxnard:

_____ _____

John C. Zaragoza
Mayor

Date

ATTEST:

_____ _____

Rose Chaparro
City Clerk

Date

APPROVED AS TO FORM:

_____ _____

Stephen M. Fisher
City Attorney

Date

For Hueneme Elementary School District:

_____ _____

Dr. Christine Walker
Superintendent

Date

After School Education & Safety

Community Services Committee – June 8, 2021
City Council – June 29, 2021
By: Terrel Harrison, Cultural & Community Services Director

CITY OF OXNARD CALIFORNIA

Overview

- Serving over 1,000 Oxnard students
- Employing over 70 individuals between the ages 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by School Districts
- Hours of Operation 1:30 p.m. - 6:00 p.m.
- Over 1,000 Volunteer Hours
- Through special events and programs the afterschool program comes in contact with 1,500-2,000 parents and other family members.

Educational and Literacy Element

- Homework Assistance
- English Language Development
- Math Fluency
- Reading Fluency/High Frequency Words

Enrichment Opportunities

- Visual and Performing Arts
- Music
- Physical Activity/Recreation
- Health/Nutrition/Cooking
- Science & Technology
- Community Service-Learning Opportunities

Community Involvement and Service Learning

- Coastal Cleanup
- Community Roots Garden
- Downtown Christmas Parade
- Young Authors Fair
- Kiwanis Track Meet
- June Jamboree

Funding

In 2002 California voters passed Proposition 49 which funds the After School Education and Safety (ASES) Grant

- State of California grants funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youths during non-school hours.
- School districts, as grantees are responsible for creating, reviewing, and updating the program plan every three years as well as tracking its outcomes.
- After School Education & Safety (ASES) Grant
  - Through this partnership we receive a 3-year agreement valued at $3,159,896

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: June 29, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreements A-8324, A-8325, and A-8326 with Garcia's Tree Maintenance Services, Inc. for Arterial Tree Pruning Services for Citywide Arterial Streets.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute agreements with Garcia's Tree Maintenance Services, Inc. for tree grid pruning maintenance services within citywide arterial streets for a total amount of $566,100 for a one-year term ending June 30, 2022:

1. Agreement A-8324 with Garcia's Tree Maintenance Services, Inc. for a total amount of $182,665 in Region 1;
2. Agreement A-8325 with Garcia's Tree Maintenance Services, Inc. for a total amount of $182,410 in Region 2; and
3. Agreement A-8326 with Garcia's Tree Maintenance Services, Inc. for a total amount of $201,025 in Region 3.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

After the passing of Measure E in November 2020, staff was given direction to create a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included the grid pruning of the trees within the arterial streets of the City. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

DISCUSSION

On March 23, 2021, the City released a request for bid (PW 21-72) for tree pruning within the arterial streets in three regions (North, Central, and South). To ensure proper oversight of contract work being done staff divided the City into three (3) regions with approximately equal number of trees in each region.

Table 1 Region

Region	Tree Count
Region 1	2,149
Region 2	2,146

Region 3	2,365

Under the scope of work included in each agreement, Garcia's Tree Maintenance Services, Inc. (Garcia's) will provide tree trimming on arterial streets throughout the City. Work under these agreements will happen simultaneously in each region. Staff anticipate that all three regions will be completed within six months, notwithstanding delays due to weather conditions or City requests.

Bids were received by the City on April 12, 2021. The City received a total of two (2) responsive bids for these services. The lowest, responsible bidder for each region was Garcia's. Garcia's meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Additionally, staff verified that Garcia's will be using three separate crews to perform the work simultaneously throughout the City. The work was divided into three (3) regions to ensure equity of service.

Table 2 Results

Total Bid Costs	**Garcia's Tree Maintenance Services, Inc.**	**Mariposa Landscapes, Inc.**
Region 1	$182,665	$ 210,602
Region 2	$182,410	$246,790
Region 3	$201,025	$354,750
Total Cost	**$566,100**	**$812,142**

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the three (3) agreements with Garcia's Tree Maintenance Services, Inc. is $566,100 for tree grid pruning services within the City arterial streets starting July 1, 2021. These services will be allocated from the Public Works Parks budget (101-5705-805-82-09). All costs associated with this agreement will be funded in the General Fund through the Measure E 1.5-cent sales tax revenue and is included in the FY 2021-22 Proposed Budget to be adopted on June 29, 2021.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 8, 2021 to approve the staff recommendation and

to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-8324 Region 1
2. A-8325 Region 2
3. A-8326 Region 3
4. Garcia's Bid
5. Region Map

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Tree Maintenance Service, Inc

(3) Services: Arterial Tree Pruning throughout Region 1

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2022

(6) Total Agreement Amount: $182,665.00

(7) City's Project Manager: Kevin Thompson, Parks Manager

(8) Vendor's Project Manager: Tenley Garcia

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?
☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

2102 Hughes Drive
Oxnard, CA 93033
Attn: Tenley Garcia Hernandez, Secretary

FOR CITY:

300 W. Third Street
Oxnard, CA 93030
Attn: Kevin Thompson, Parks Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

- Scope of Services Exhibit
- Rates and Costs Exhibit
- Schedule of Services Exhibit
- Living Wage Policy Exhibit
- Prevailing Wages Exhibit
- Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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. If either the second or third option is selected in response to (10) on the Cover Page, 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 Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. 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.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

X John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhite, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

GARCIA'S TREE MAINTENANCE SERVICE INC.

Tenley Garcia Hernandez, President[2] 4-27-21 Date

Tenley Garcia Hernandez, Secretary 4-27-21 Date

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

[2] The City requires the following for any contract:

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

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

SCOPE OF WORK, SCOPE OF SERVICES AND GENERAL REQUIREMENTS EXHIBIT

The tree pruning will be done, per the pre-designed regions, along arterial street segments (grids) that include all trees identified in the detail. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture, Pruning Standards (Best Management Practices), the ANSI A300 Standards, and City Maintenance Standards. Vendor shall be required to furnish all supervision, labor, equipment, and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the Contract period.

A. PRUNING

1. Grid Tree Pruning

As identified in the specification details, all arterial median and parkway trees in each region shall be pruned regardless of size. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time.

(a) Vendor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

(b) Vendor shall notify residents within forty-eight (48) hours prior to work being performed.

(c) Vendor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the Work.

(d) Vendor shall endeavor to maintain good public relations at all times. The Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Vendor shall be responsible for advance notification to the residents at each Work location of the intended tree operations. The Vendor shall be responsible to see that private property and vehicles at Work locations are not endangered or damaged during the course of Work.

(e) Vendor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Vendor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Vendor’s personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Vendor is responsible for appropriate notification of Underground Service Alert (USA).

(f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.

(g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

(h) Topping shall not be done unless specifically requested by the City.

(j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

(k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.

(l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

(m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

(n) Heading cuts and/or topping will not be allowed without City approval.
Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

(o) Tree Pruning by Grid on the Bid sheet is priced per tree and is based on tree pruning in pre-designated regions or grids that includes all trees (small, medium and large sized).

2. Pruning for Clearance

As directed by City staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

(a) The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

(b) Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

(c) When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Vendor and approved by the City staff and in accordance with the following:

(a) The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Project Manager. The Vendor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City palm trees.

(b) Palm Skinning is not included in this scope of service. Any requested palm skinning will be performed for an additional cost of time and material with prior approval from authorized City personnel.

B. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Vendor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The City Project Manager shall determine if the Vendor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Vendor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

C. SCHEDULE

Prior to beginning the work, the Vendor shall review with the City Project Manager the various methods, tools, and work scheduling to be used on the project.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M., depending on City ordinances. Work will not be performed adjacent to residential housing before 8 a.m.

All debris resulting from tree pruning operations shall be removed from the Work site on a daily basis.

D. CLEAN UP

Vendor shall clean all job sites when Work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled Work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or authorized representative shall be the sole judge as to the adequacy of the cleanup.

E. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Vendor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:

Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. Wood Chips:
   (a) Chips generated from pruning operations within the City may first be dumped at a City designated site.
   (b) At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

3. Milling (additional service & cost):

At the direction of the City, large tree trunks, which meet proper specifications, may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

F. PAYMENT

Vendor shall only invoice for time spent at the locations of service and work that has been completed.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

Each invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

G. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. Additional Work may be added to the Contract Work as the need arises. The Vendor shall perform all specified and approved additional Work at the unit prices submitted with this bid proposal.

2. The Vendor must be willing to provide a competitive price for additional Work that may be added to the Contract. Vendor will be required to demonstrate the ability to properly execute the expanded Workload with the necessary increase in labor, materials and equipment needed to complete the additional Work in a timely manner.

H. GENERAL REQUIREMENTS

1. Workforce

Contactor shall designate a qualified representative with experience in arboriculture 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 are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

2. Licenses, Permits and Certifications

(a)Vendor shall maintain a State Tree Service Vendor's license (D-49). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments.

(b) Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

3. Property Damage

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.

I. Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

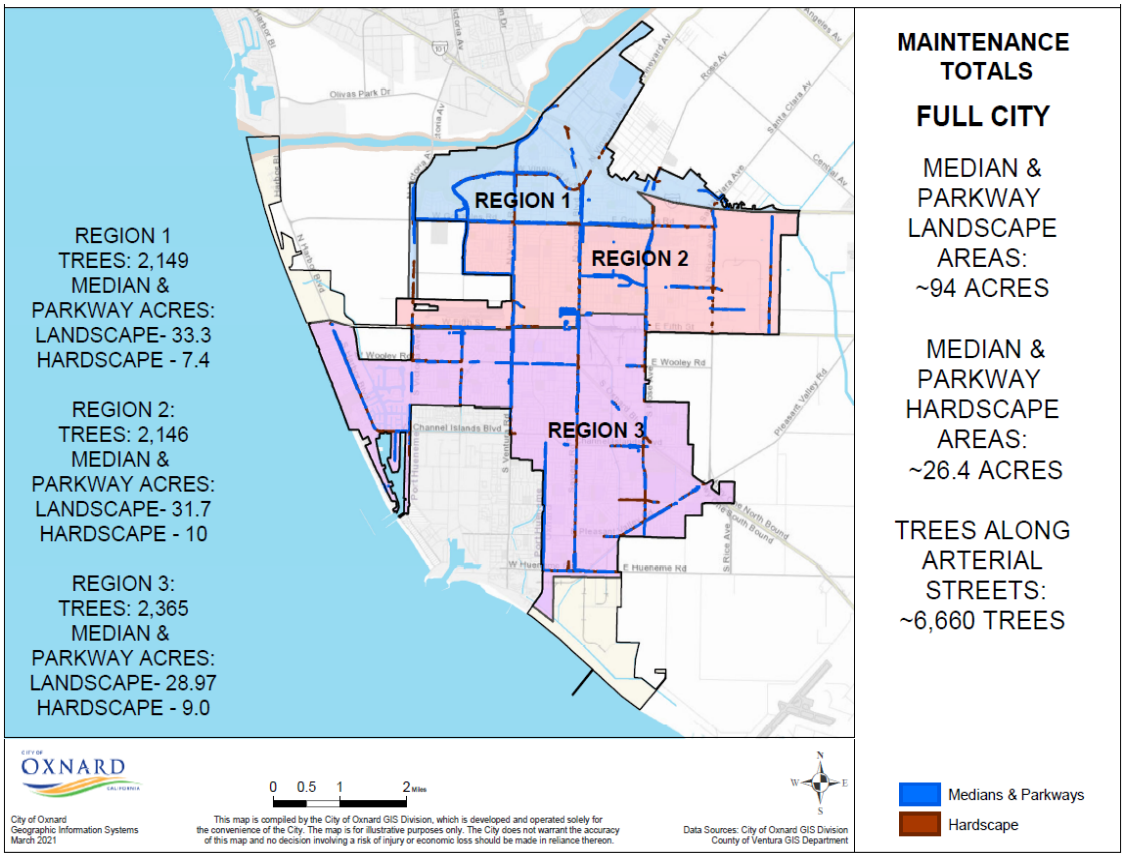
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor(s) shall provide pruning services for all trees within the City's arterial medians and parkways.

	Total Cost
Region 1	**$182,665.00**
Hourly Rate for as-needed tasks	**$ 150 /hour**
Material mark up rate for as-needed tasks	**10%**



SCHEDULE OF SERVICES EXHIBIT

The period of performance anticipated for this solicitation and shall be for 1 year, from July 1, 2021- June 30, 2021 or effective upon signature of an Agreement by both parties, unless terminated earlier. Extension of this agreement shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

The intention of this solicitation is to have pruning services being conducted in all three regions simultaneously, and to have all trees located within the regions to be serviced within the first six months of the agreement. Work may be extended out past six months, but may not exceed 12 months based on uncontrollable delays, such as weather, with the approval of the City.

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 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, 2019

42. 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 **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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 page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

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.

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. 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 <u>and</u> 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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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** [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 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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: (____) _____

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

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

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@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.

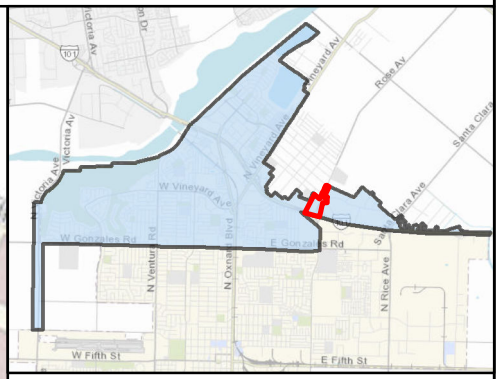
Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Rev. 4/21 INS-D.doc

REGION 1 WORK DETAIL: PAGE 1 OF 33, AUTO CENTER 1



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,621 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,642 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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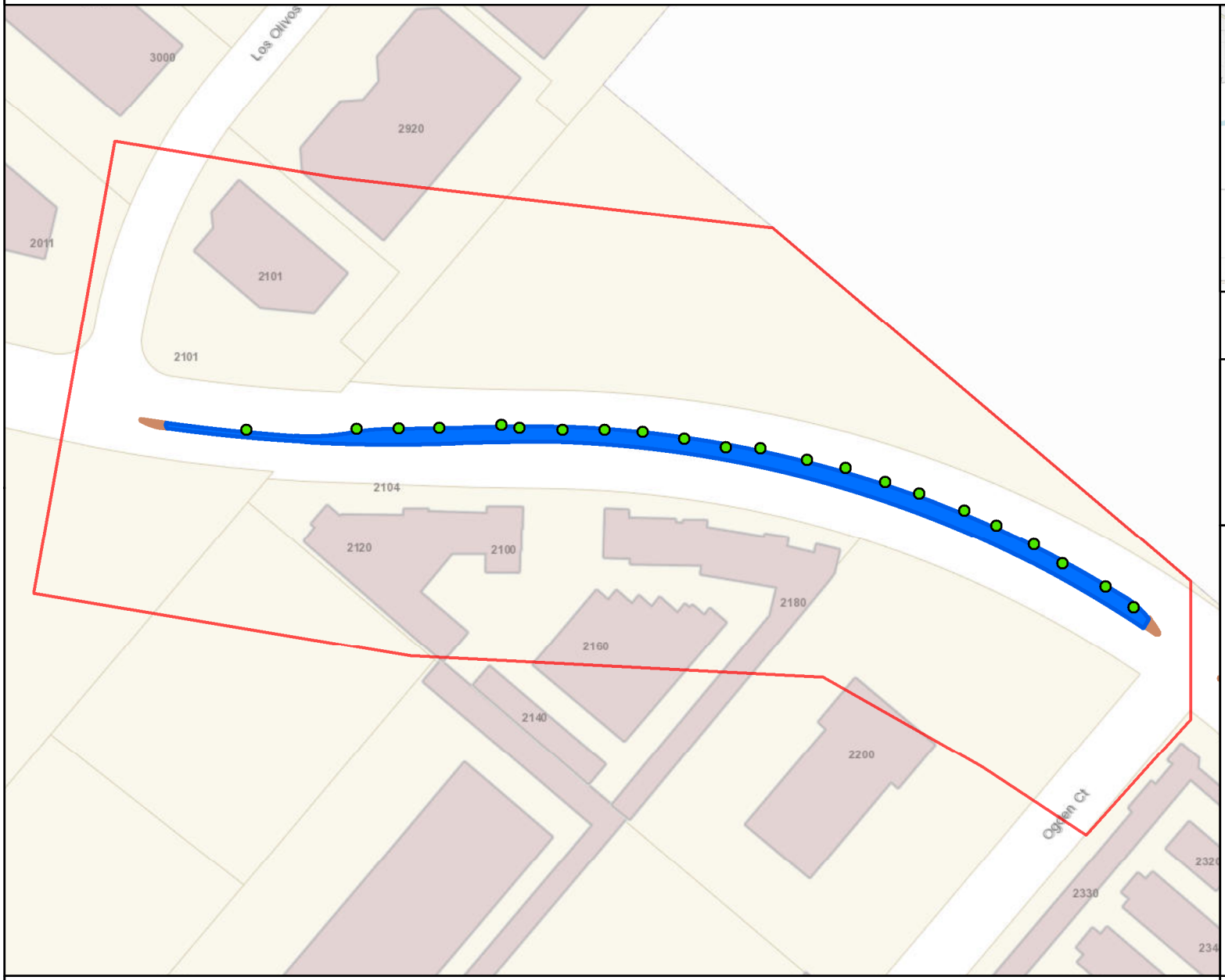
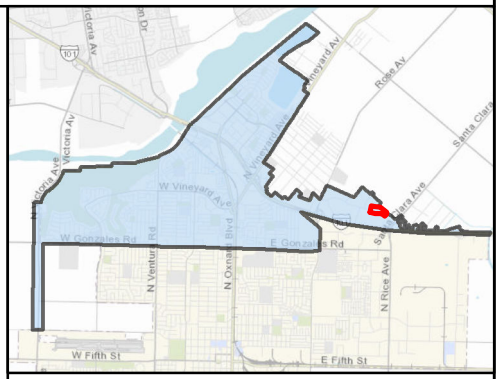
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 2 OF 33, AUTO CENTER 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,328 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~222 SQ FT
~0.01 ACRES

PROJECT TREES:
22 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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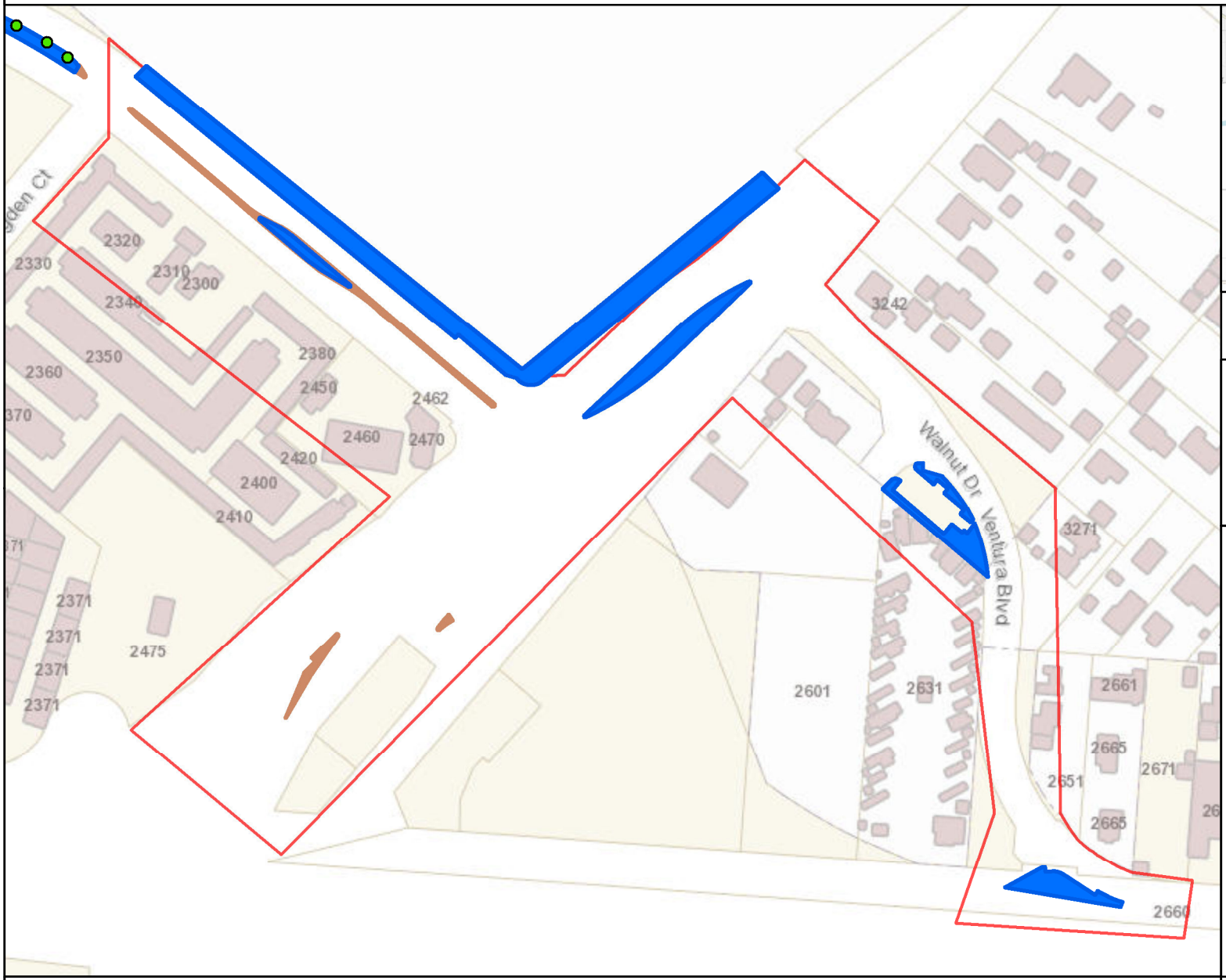
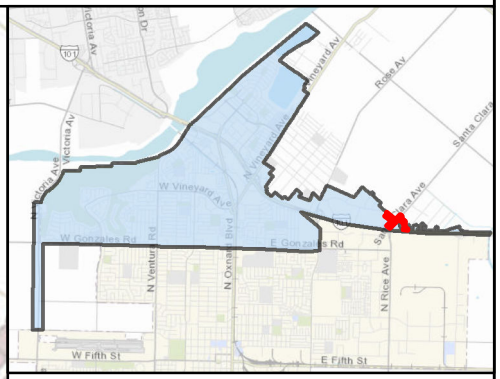
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 3 OF 33, AUTO CENTER 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,861 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,982 SQ FT
~0.09 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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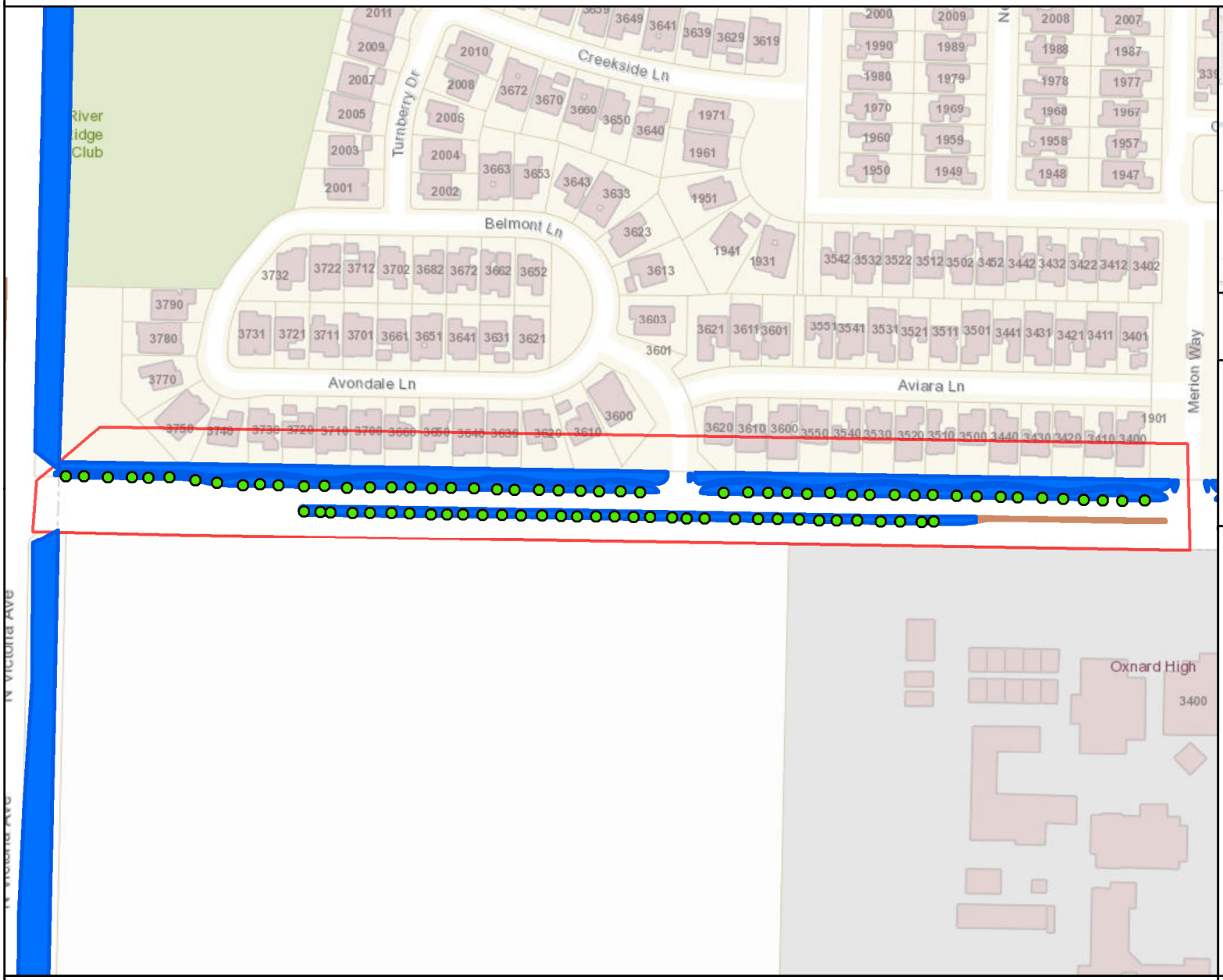
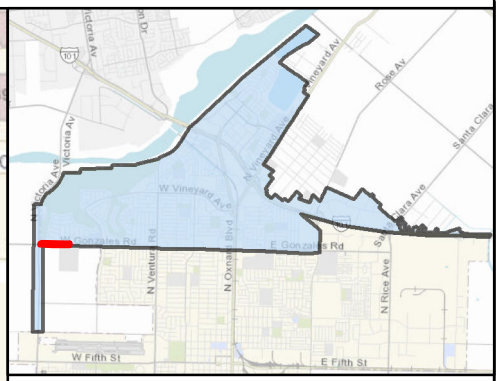
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 4 OF 33, GONZALES 01





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,608 SQ FT
~1.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,446 SQ FT
~0.03 ACRES

PROJECT TREES:
83 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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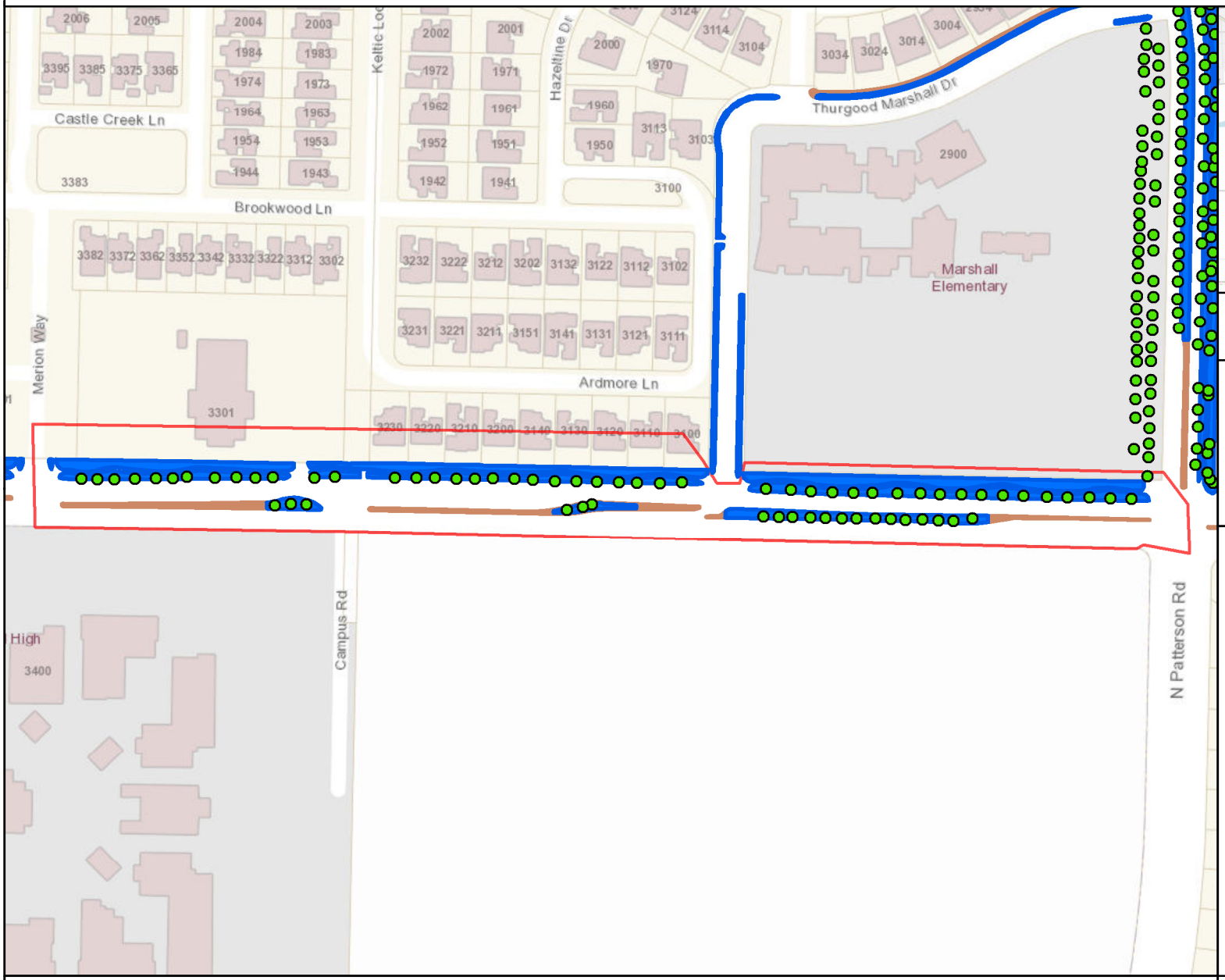
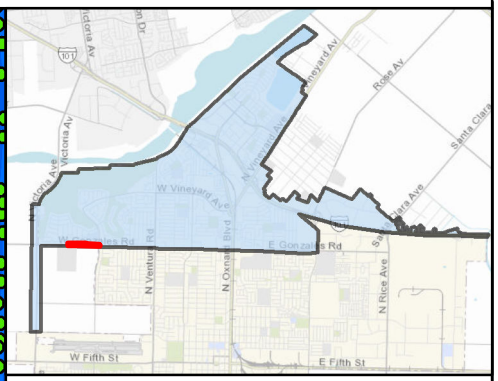
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 5 OF 33, GONZALES 02





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~58,869 SQ FT
~1.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,633 SQ FT
~0.15 ACRES

PROJECT TREES:
67 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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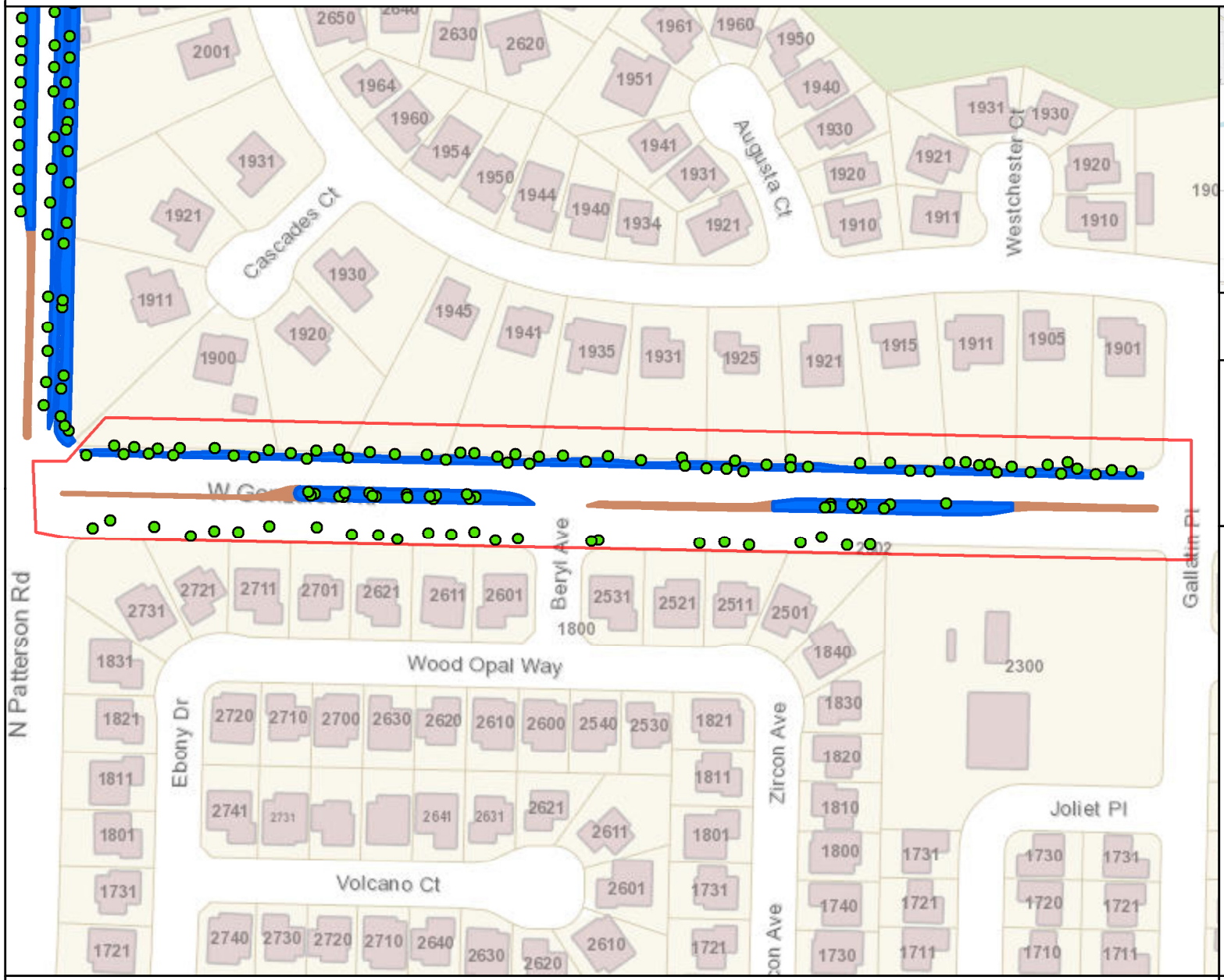
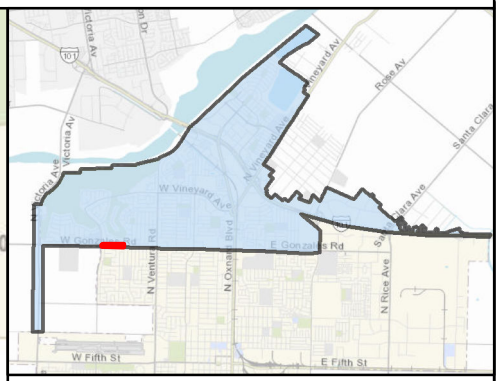
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 6 OF 33, GONZALES 03





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~18,396 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,744 SQ FT
~0.09 ACRES

PROJECT TREES:
111 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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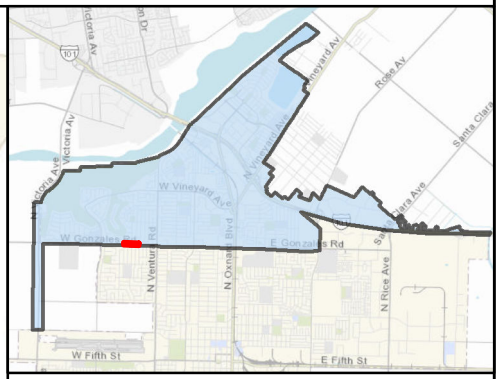
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 7 OF 33, GONZALES 04



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,225 SQ FT
~0.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,537 SQ FT
~0.06 ACRES

PROJECT TREES:
84 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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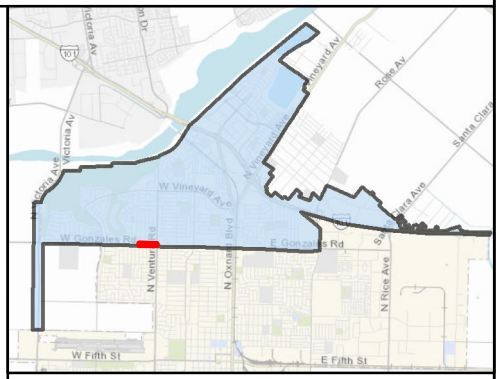
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 8 OF 33, GONZALES 05



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,098 SQ FT
~0.25 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,761 SQ FT
~0.06 ACRES

PROJECT TREES:
81 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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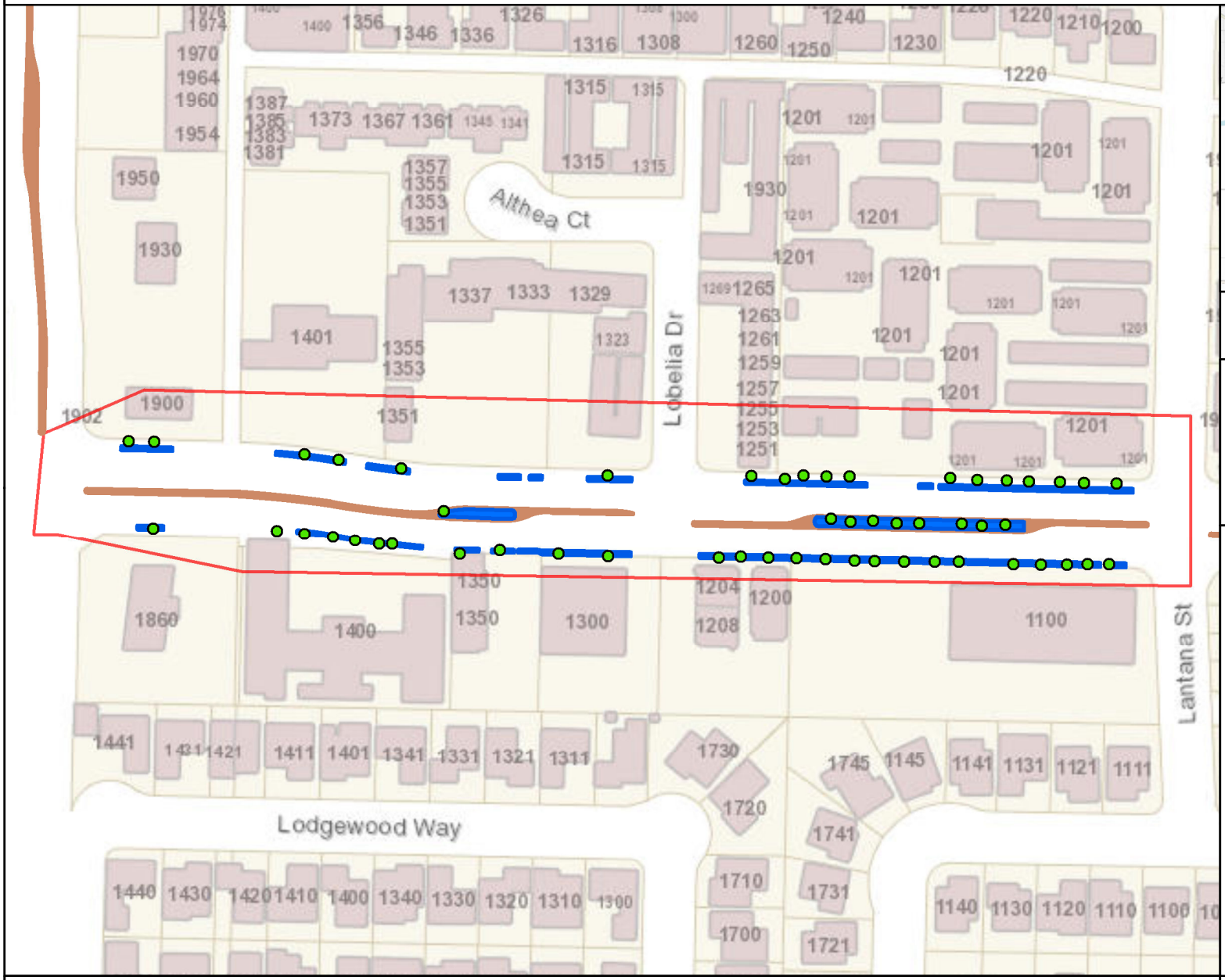
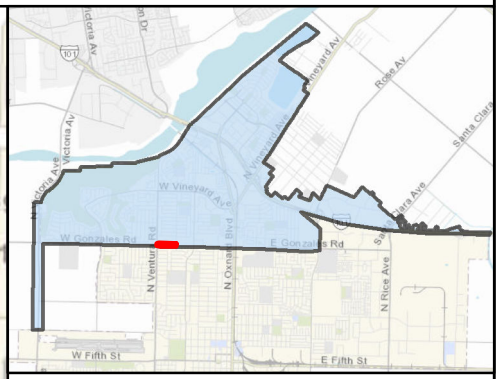
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 9 OF 33, GONZALES 06





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,509 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,307 SQ FT
~0.12 ACRES

PROJECT TREES:
53 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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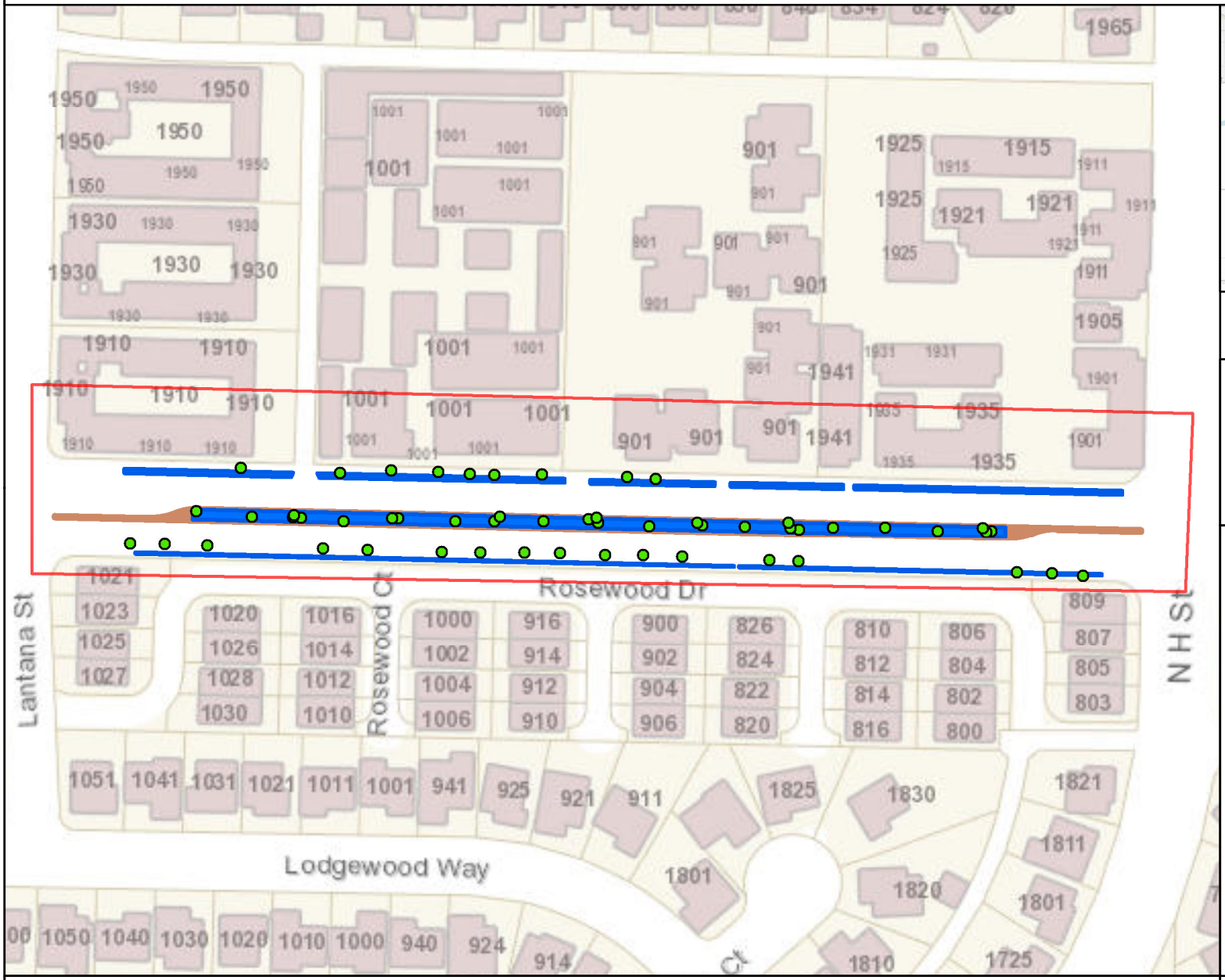
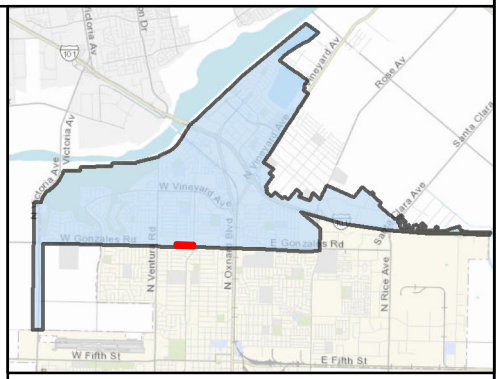
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 10 OF 33, GONZALES 07





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,608 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,834 SQ FT
~0.11 ACRES

PROJECT TREES:
54 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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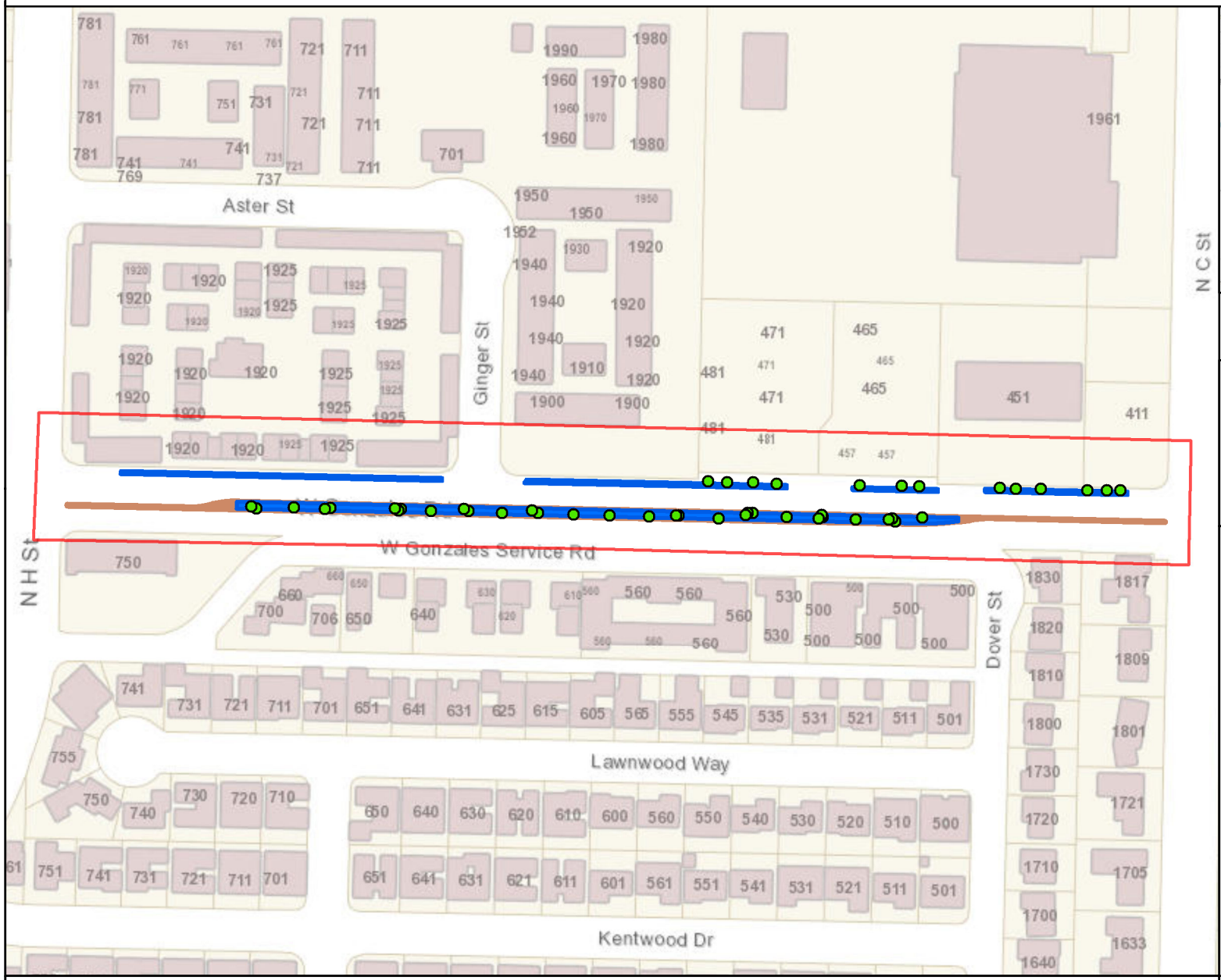
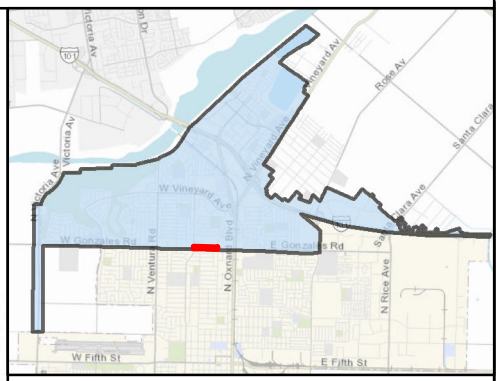
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 11 OF 33, GONZALES 08





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,215 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,594 SQ FT
~0.15 ACRES

PROJECT TREES:
45 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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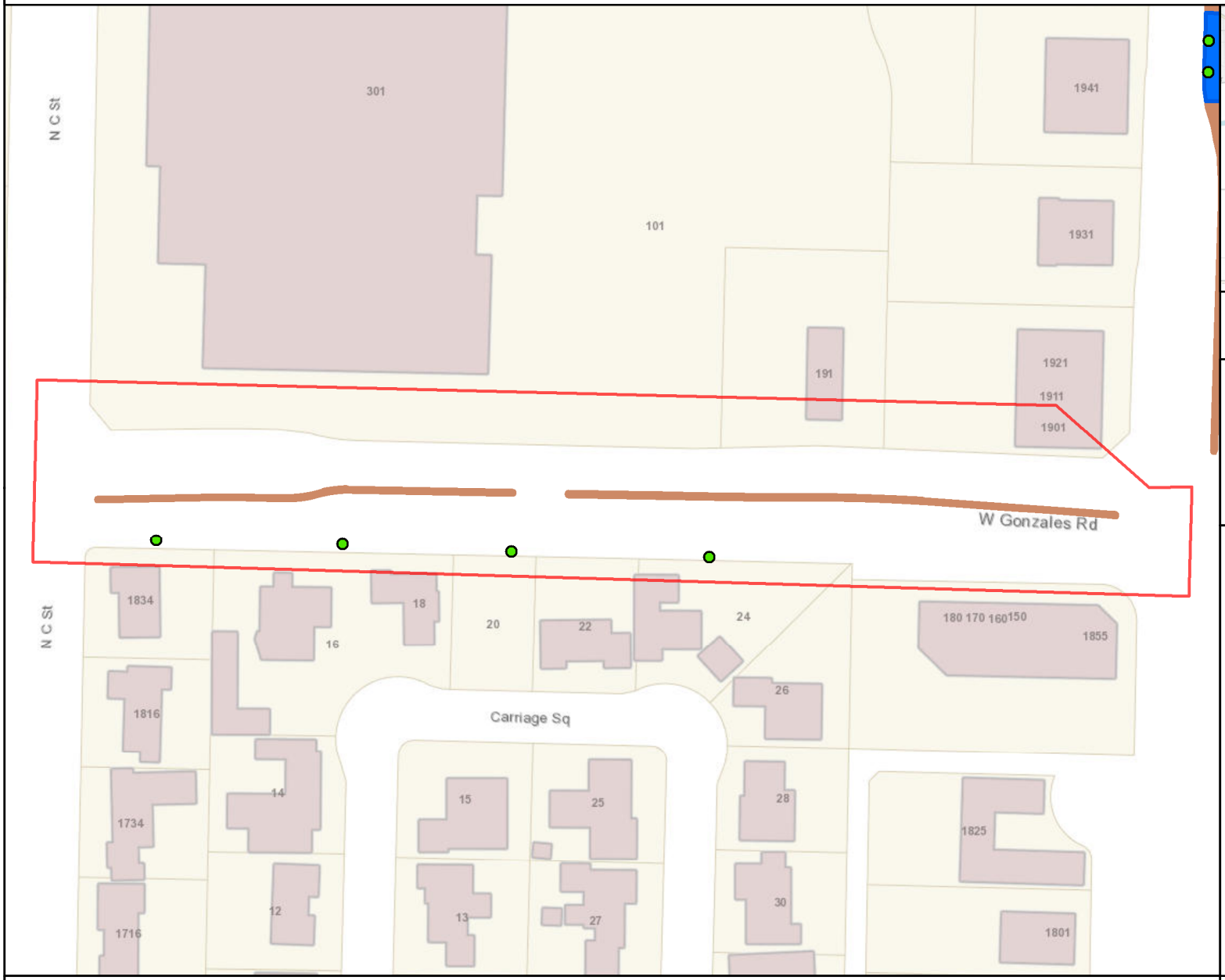
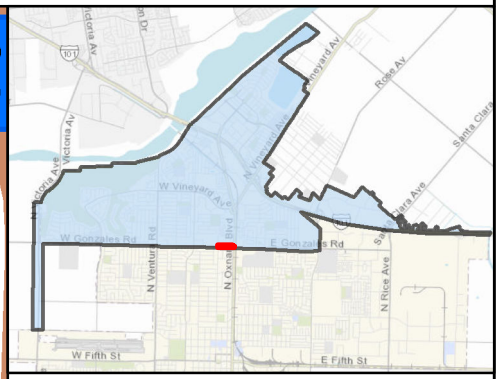
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 12 OF 33, GONZALES 09





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,767 SQ FT
~0.09 ACRES

PROJECT TREES:
4 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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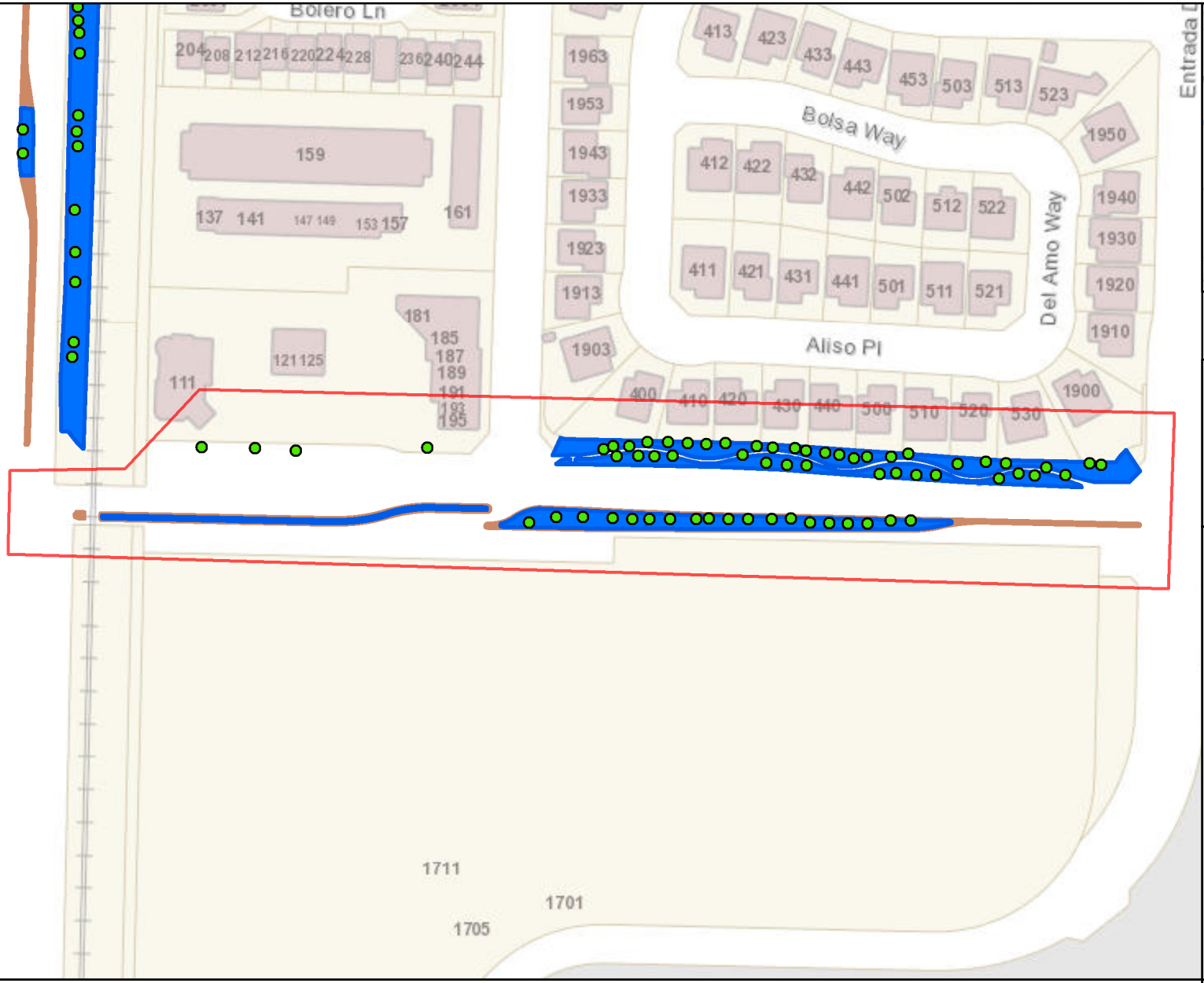
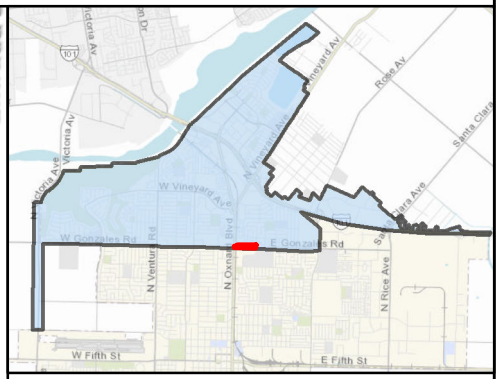
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 13 OF 33, GONZALES 10





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,529 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,330 SQ FT
~0.12 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

Trees On Arterial Streets
Medians & Parkways
Hardscape
Work Extent on this Map

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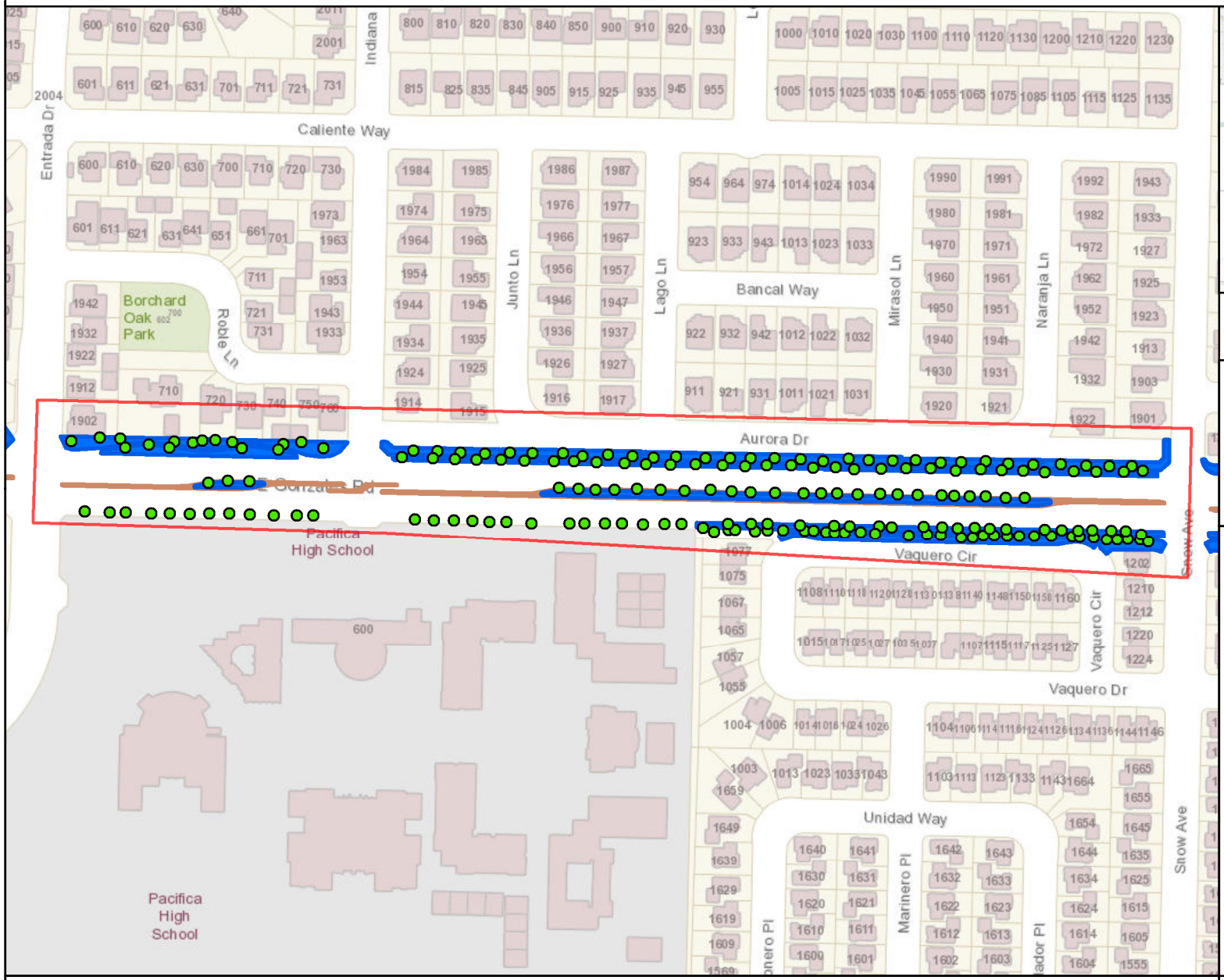
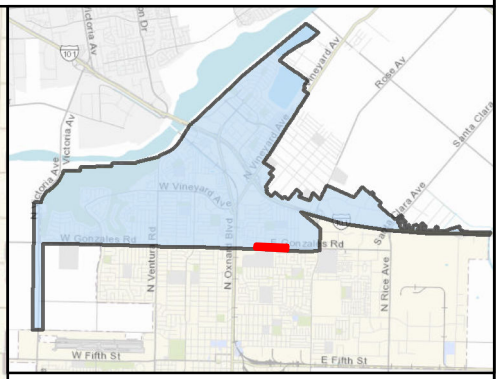
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 14 OF 33, GONZALES 11





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~67,925 SQ FT
~1.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,420 SQ FT
~0.19 ACRES

PROJECT TREES:
186 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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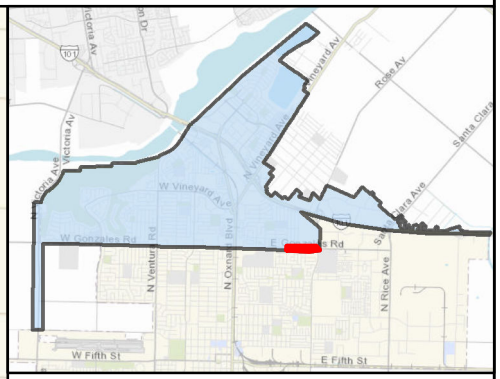
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 15 OF 33, GONZALES 12



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,186 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,371 SQ FT
~0.22 ACRES

PROJECT TREES:
59 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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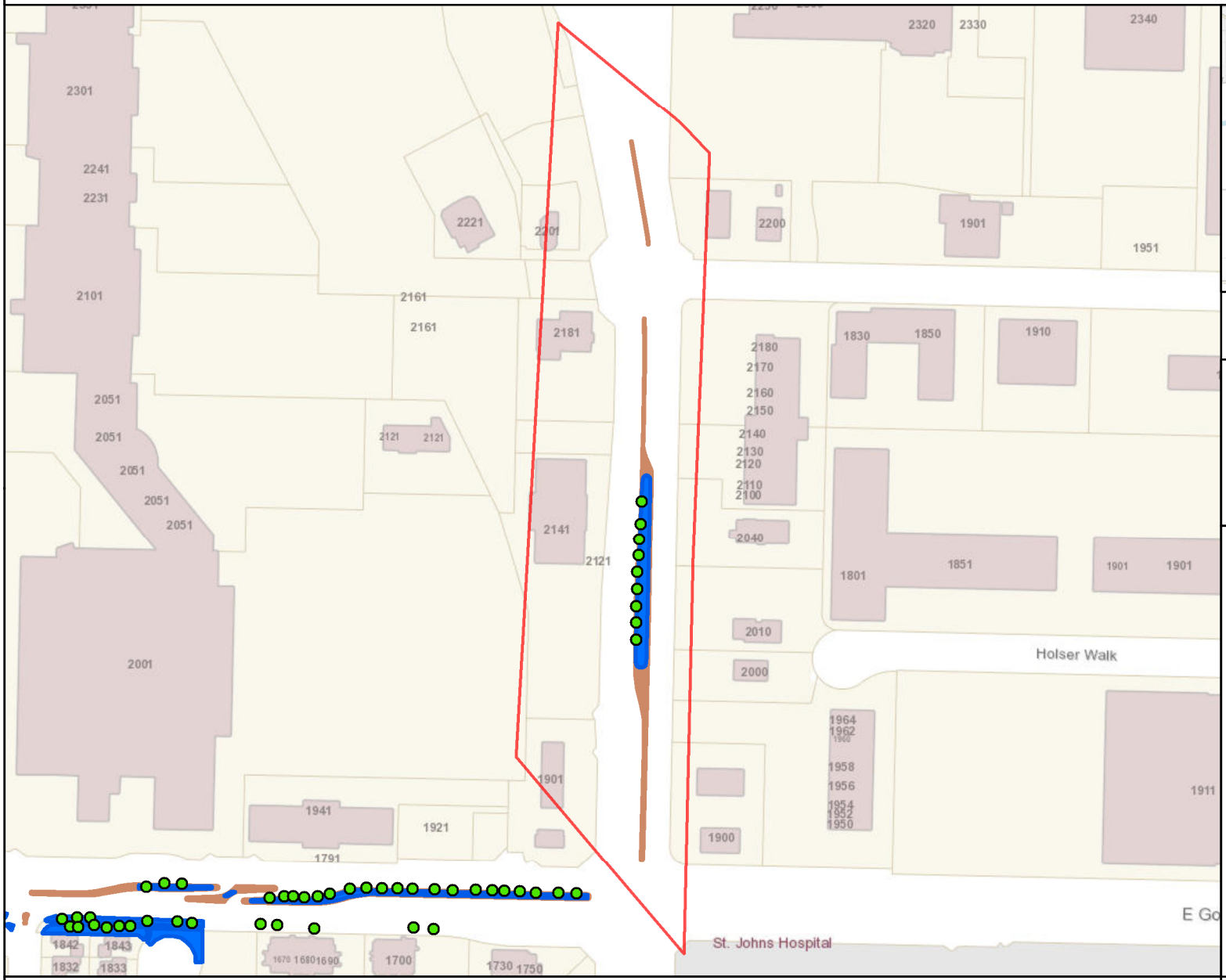
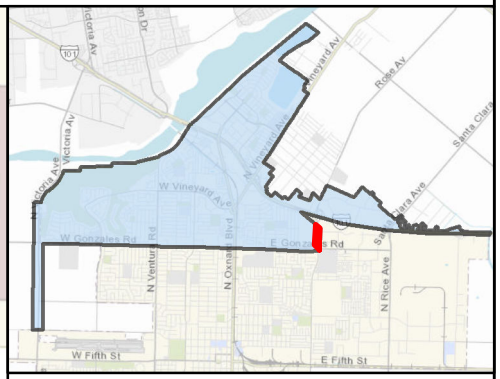
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 16 OF 33, ROSE





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,403 SQ FT
~0.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,775 SQ FT
~0.13 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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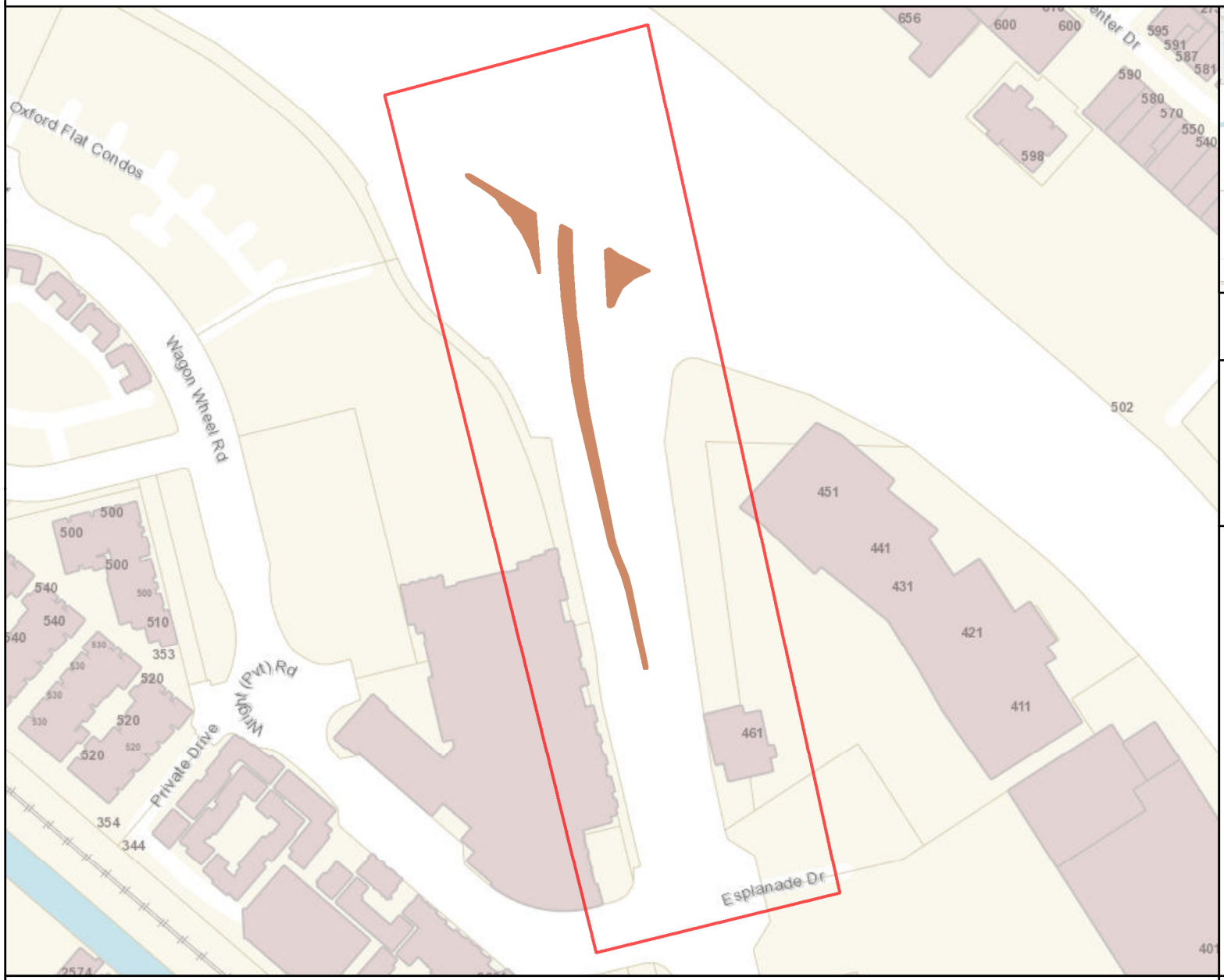
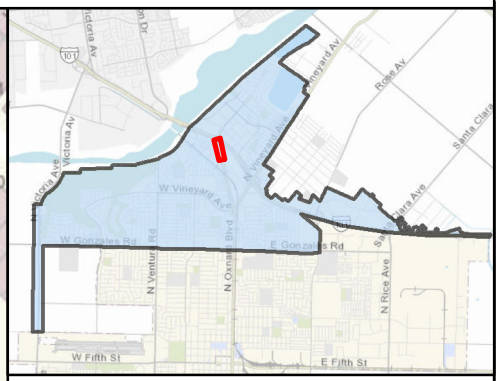
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 17 OF 33, OXNARD BL 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,453 SQ FT
~0.33 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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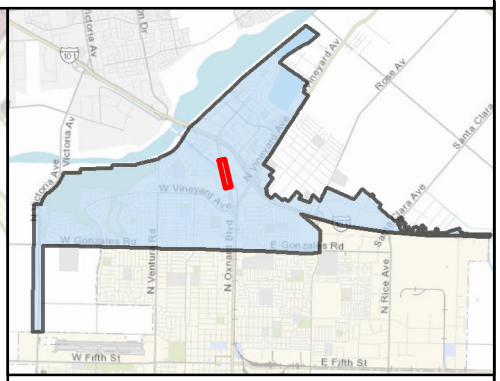
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 18 OF 33, OXNARD BL 2



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,837 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,331 SQ FT
~0.03 ACRES

PROJECT TREES:
45 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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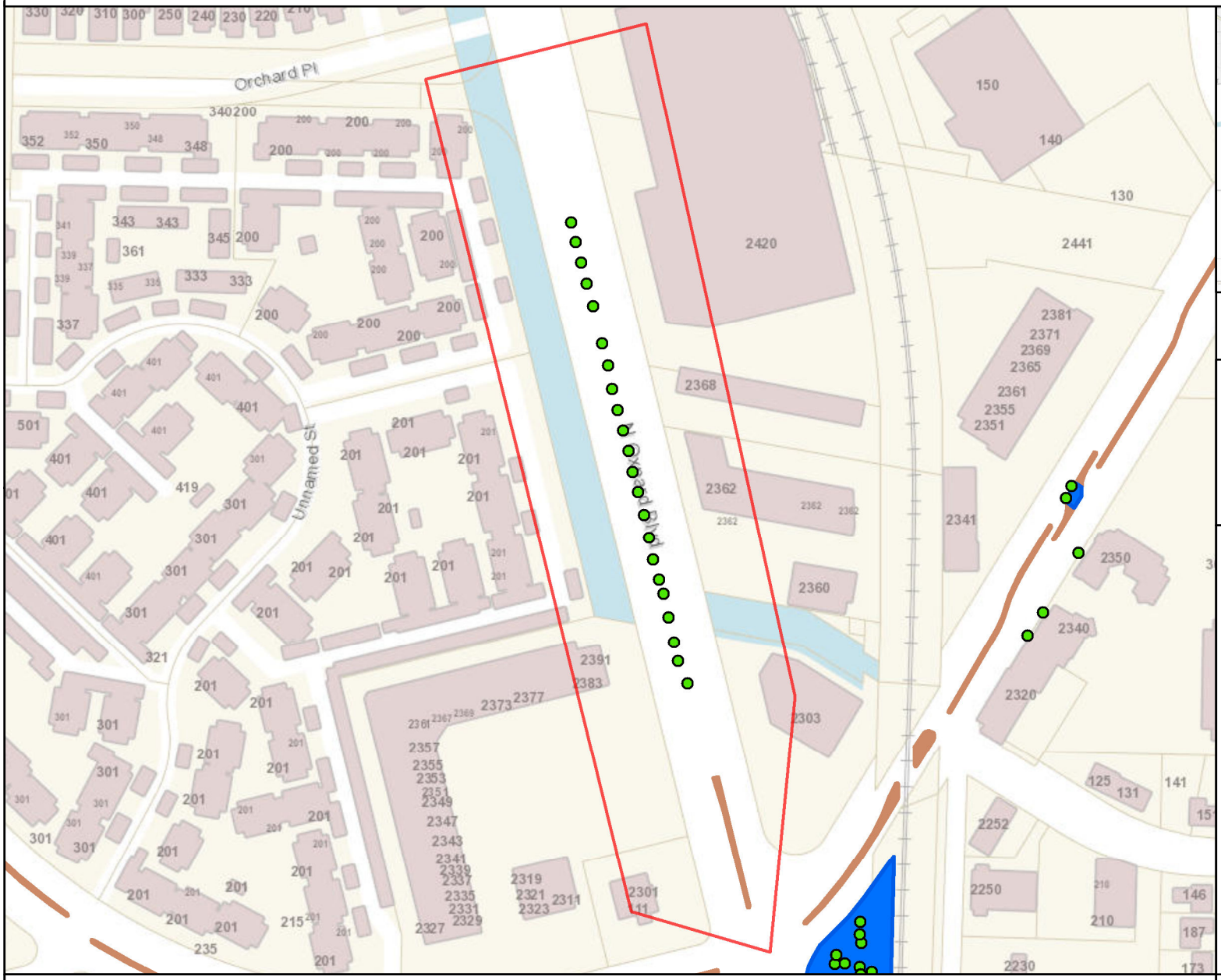
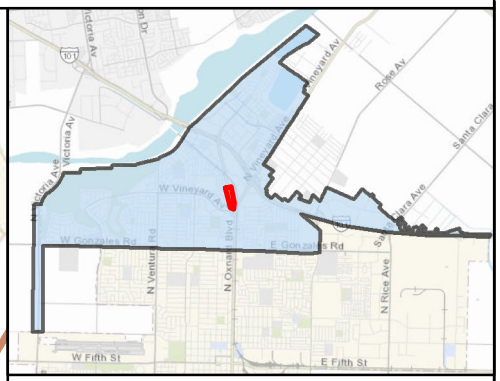
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 19 OF 33, OXNARD BL 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,053 SQ FT
~0.02 ACRES

PROJECT TREES:
22 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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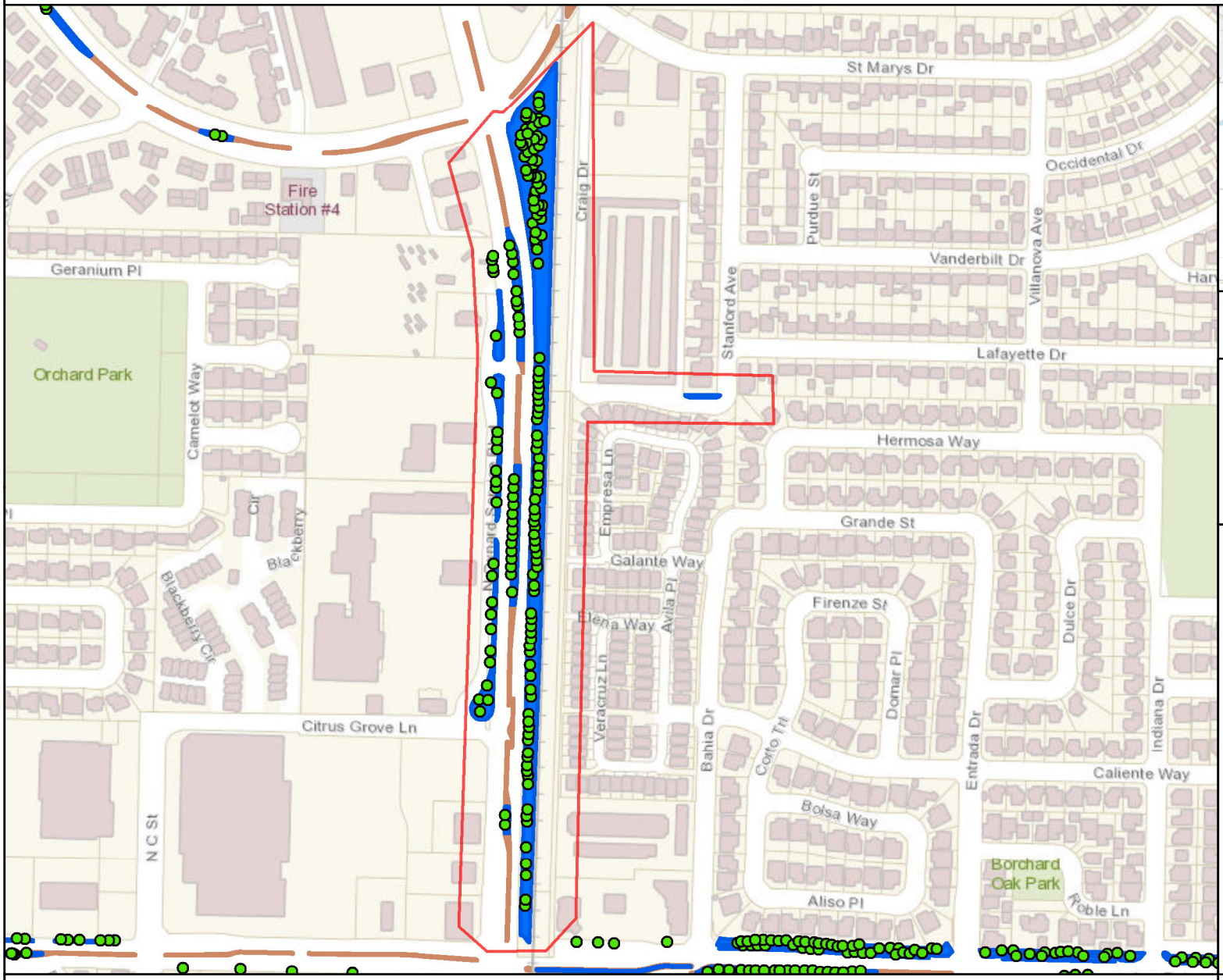
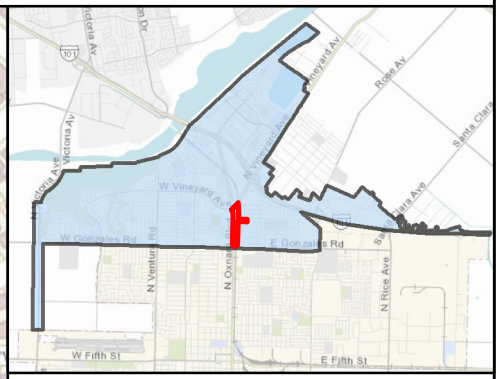
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 20 OF 33, OXNARD BL 4





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~176,589 SQ FT
~4.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,410 SQ FT
~0.22 ACRES

PROJECT TREES:
164 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 Feet

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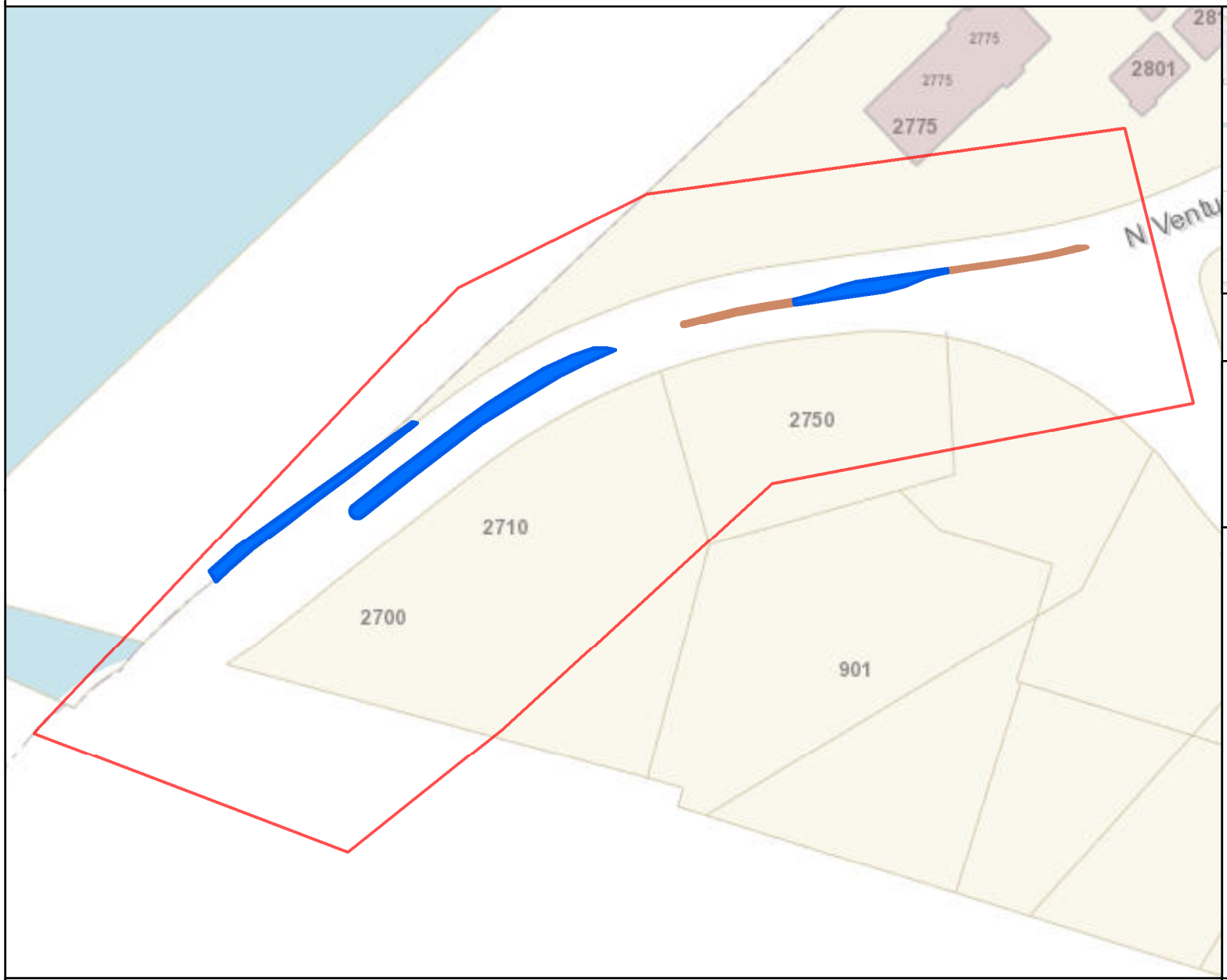
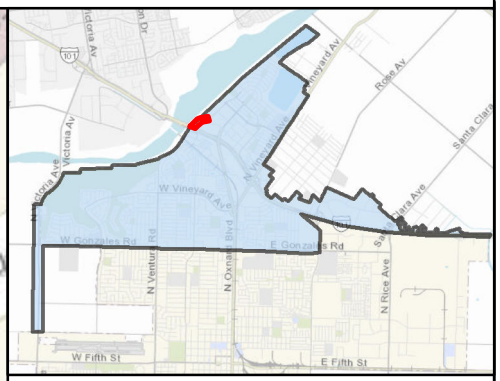
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 21 OF 33, VENTURA 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~9,546 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~1,266 SQ FT
~0.03 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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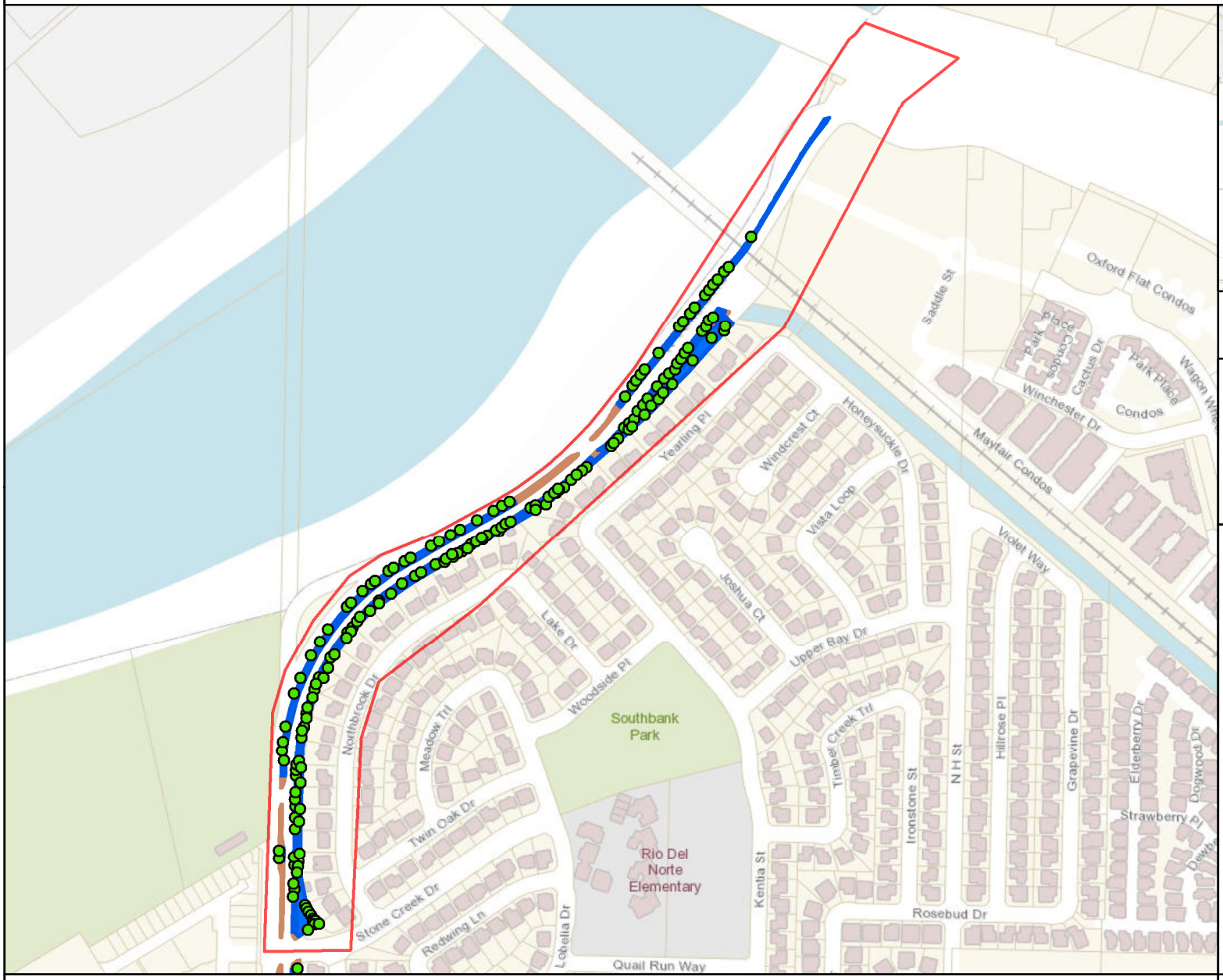
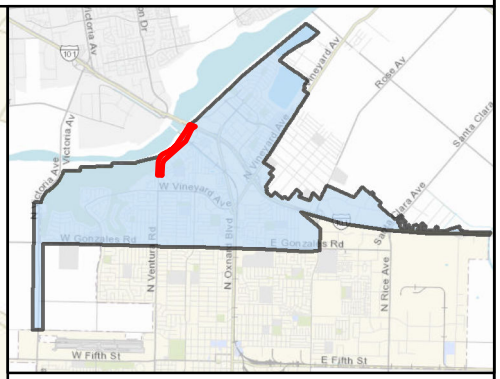
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 22 OF 33, VENTURA 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~110,625 SQ FT
~2.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~34,747 SQ FT
~0.8 ACRES

PROJECT TREES:
168 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

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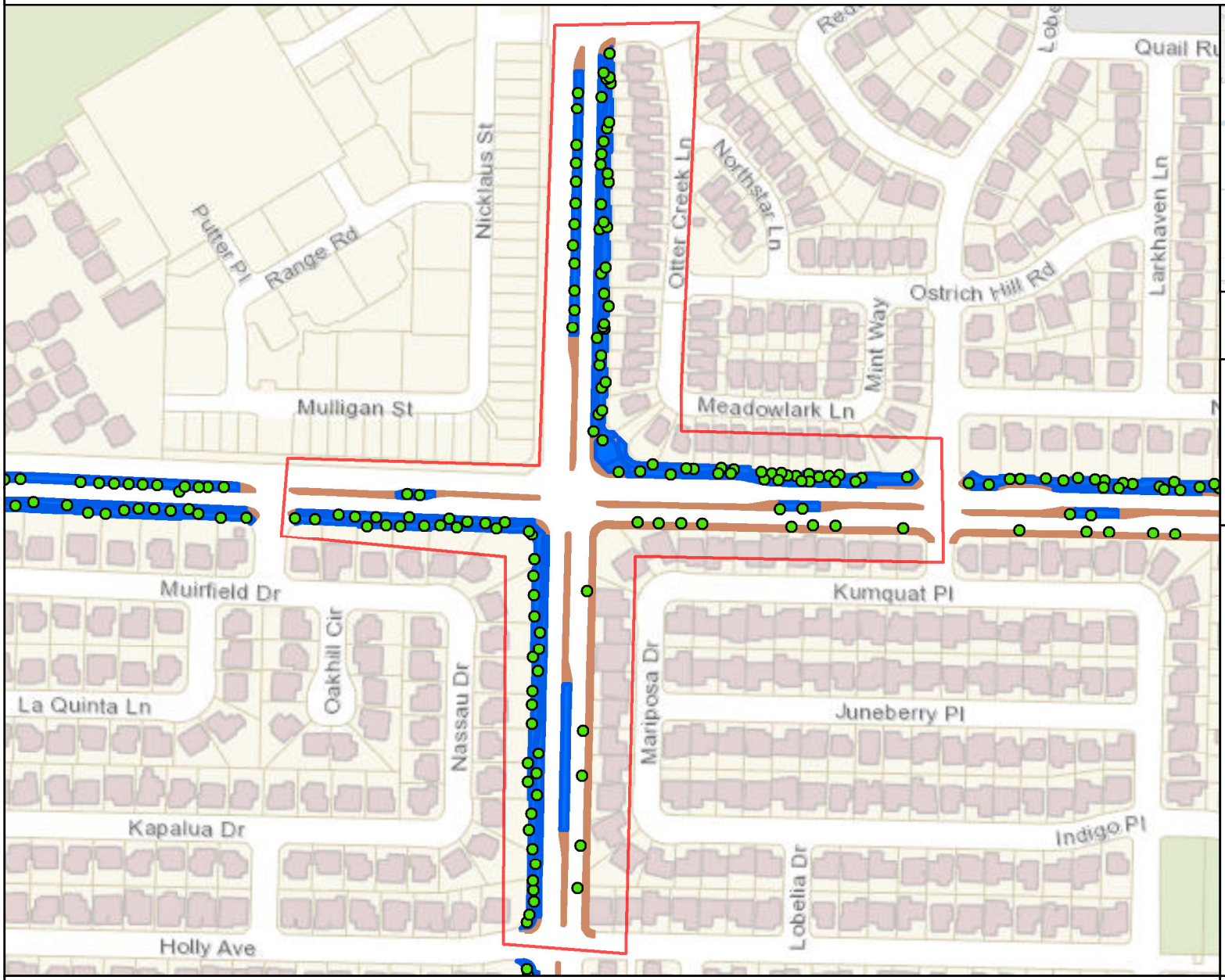
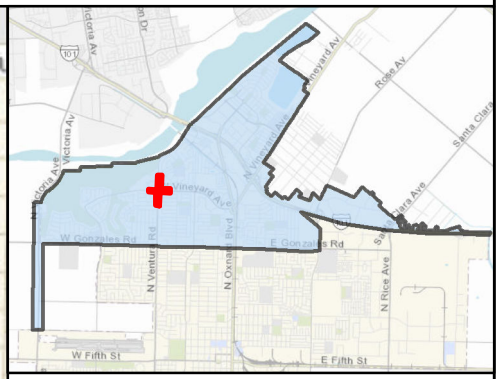
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 23 OF 33, VENTURA 3/ VINEYARD 4





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~87,004 SQ FT
~2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~57,850 SQ FT
~1.33 ACRES

PROJECT TREES:
133 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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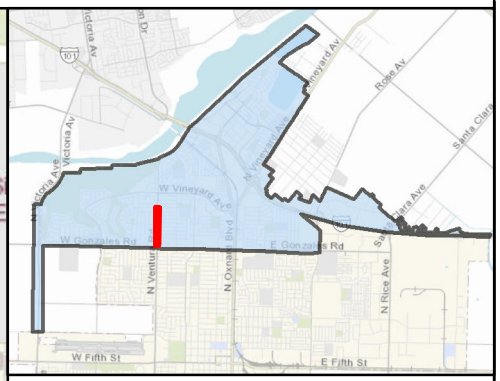
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 24 OF 33, VENTURA 4



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,783 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,420 SQ FT
~0.22 ACRES

PROJECT TREES:
25 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

N W E S

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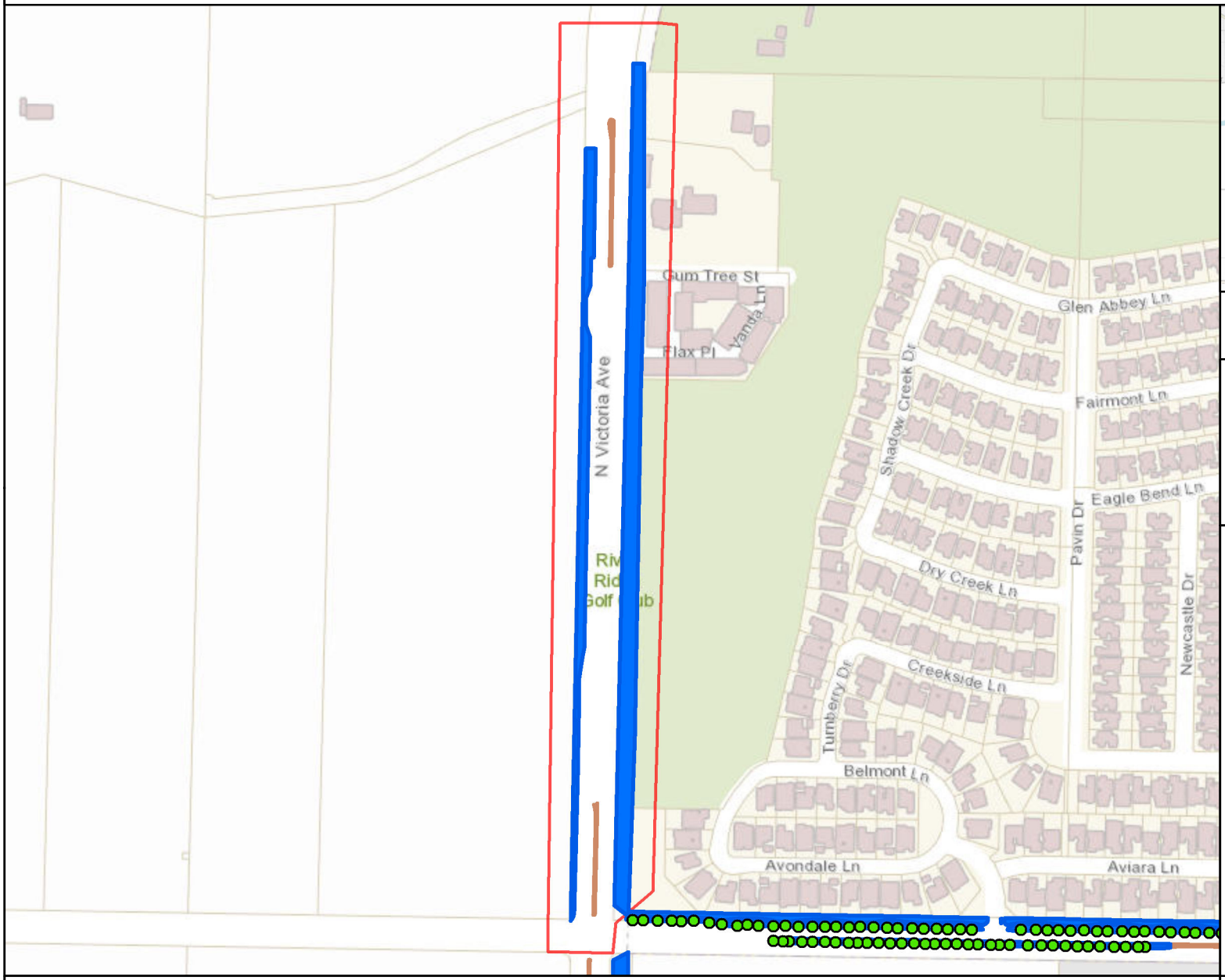
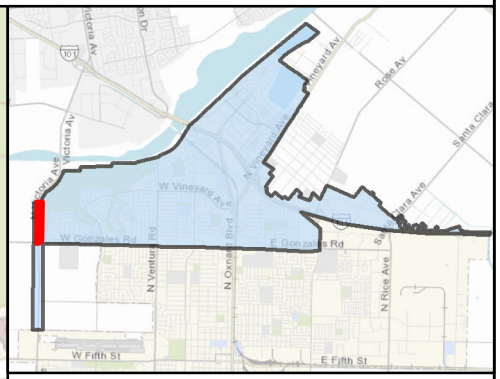
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 25 OF 33, VICTORIA 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~165,430 SQ FT
~3.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,615 SQ FT
~0.08 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

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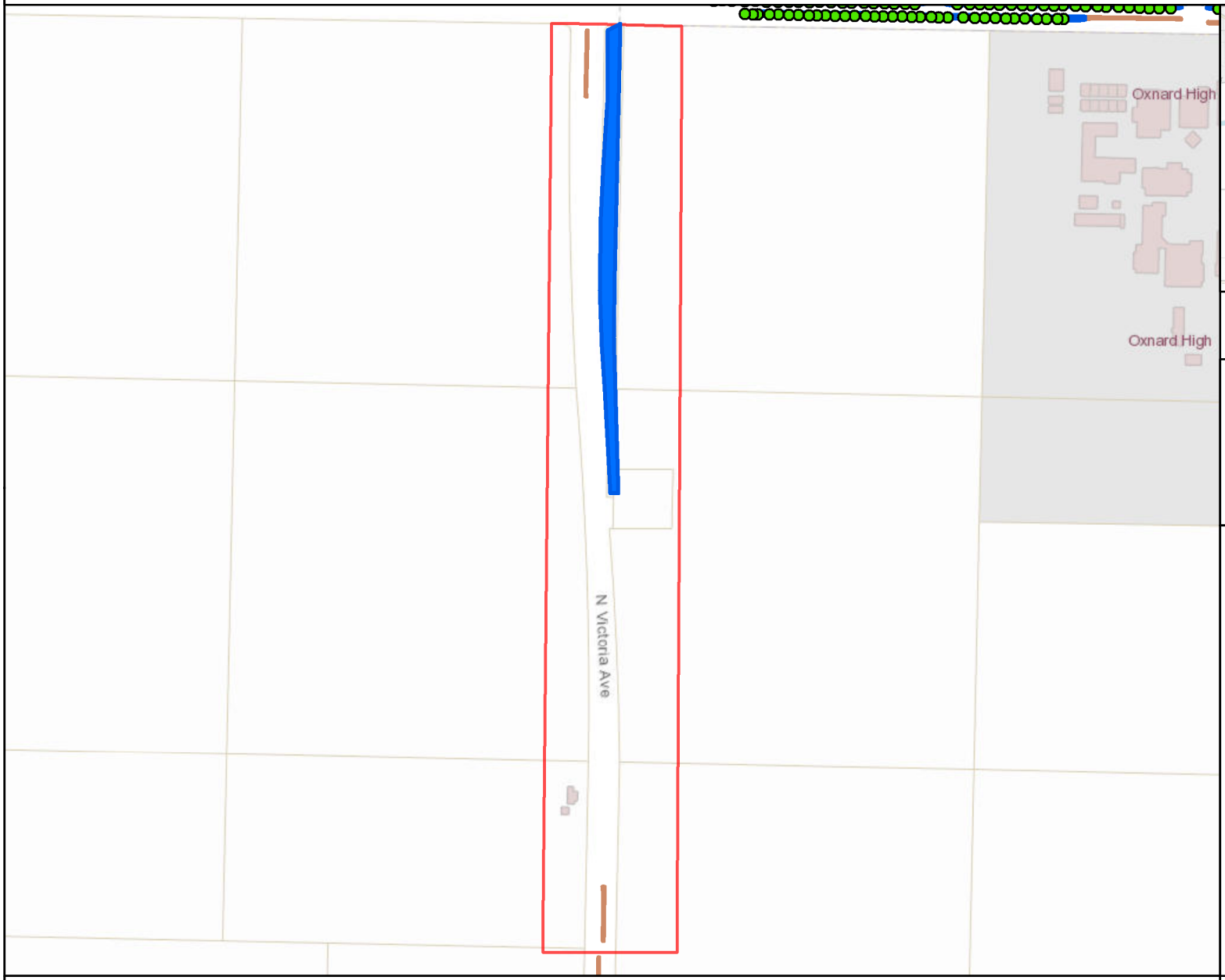
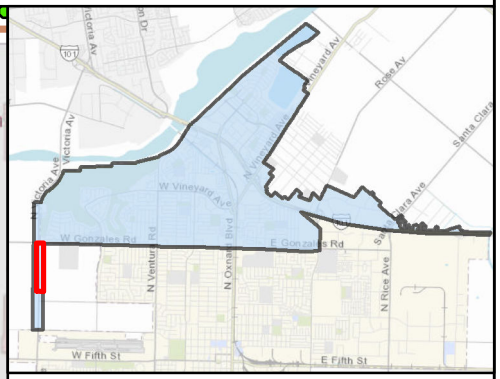
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 26 OF 33, VICTORIA 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,184 SQ FT
~1.66 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,719 SQ FT
~0.04 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 Feet

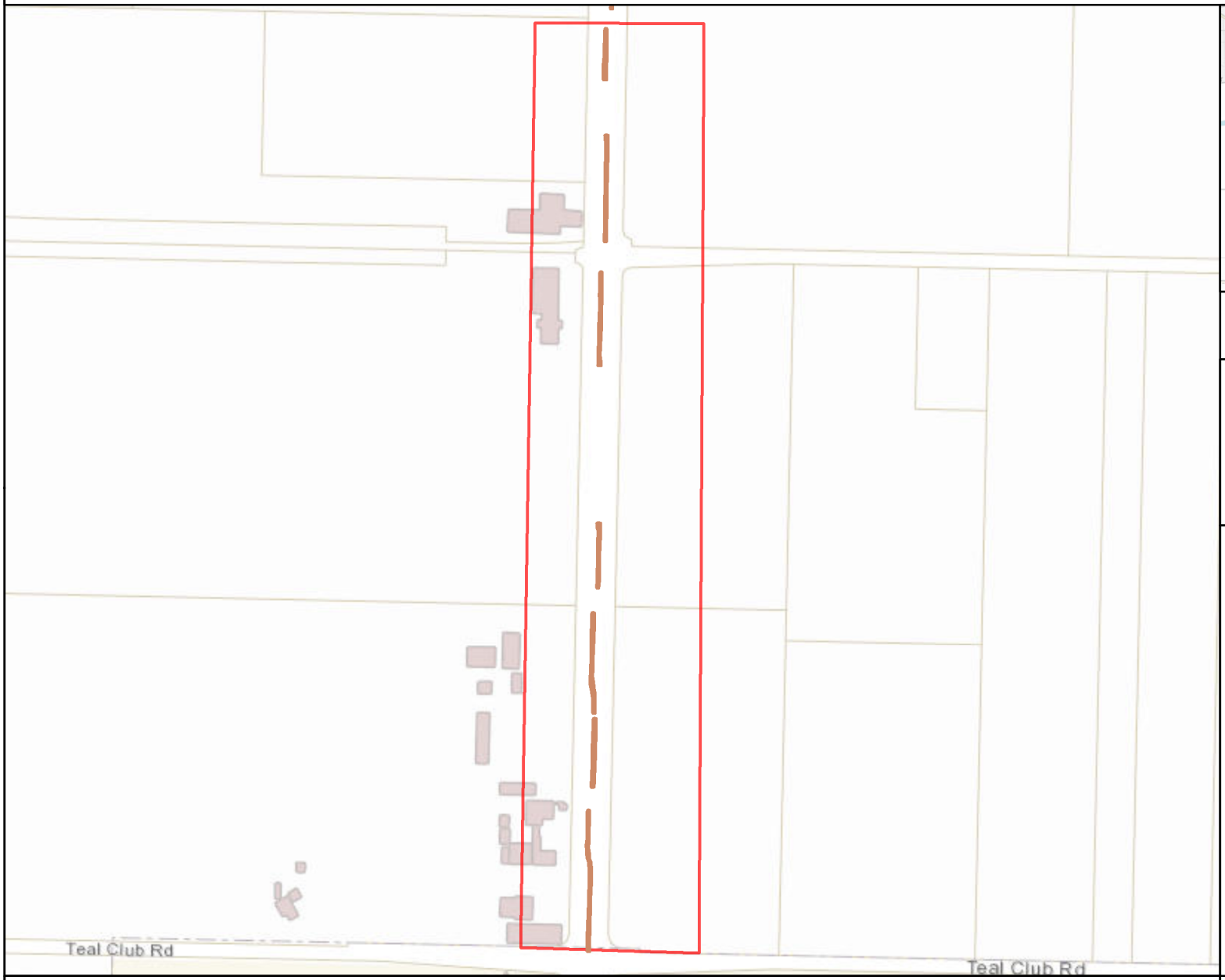
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

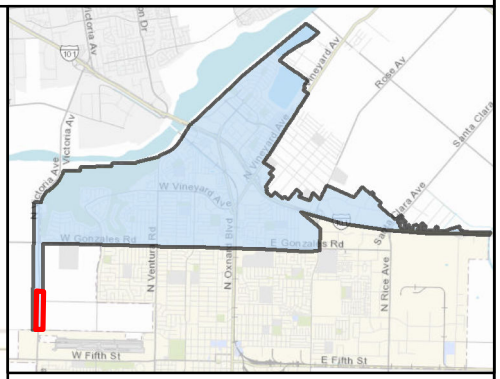
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 27 OF 33, VICTORIA 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,021 SQ FT
~0.18 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

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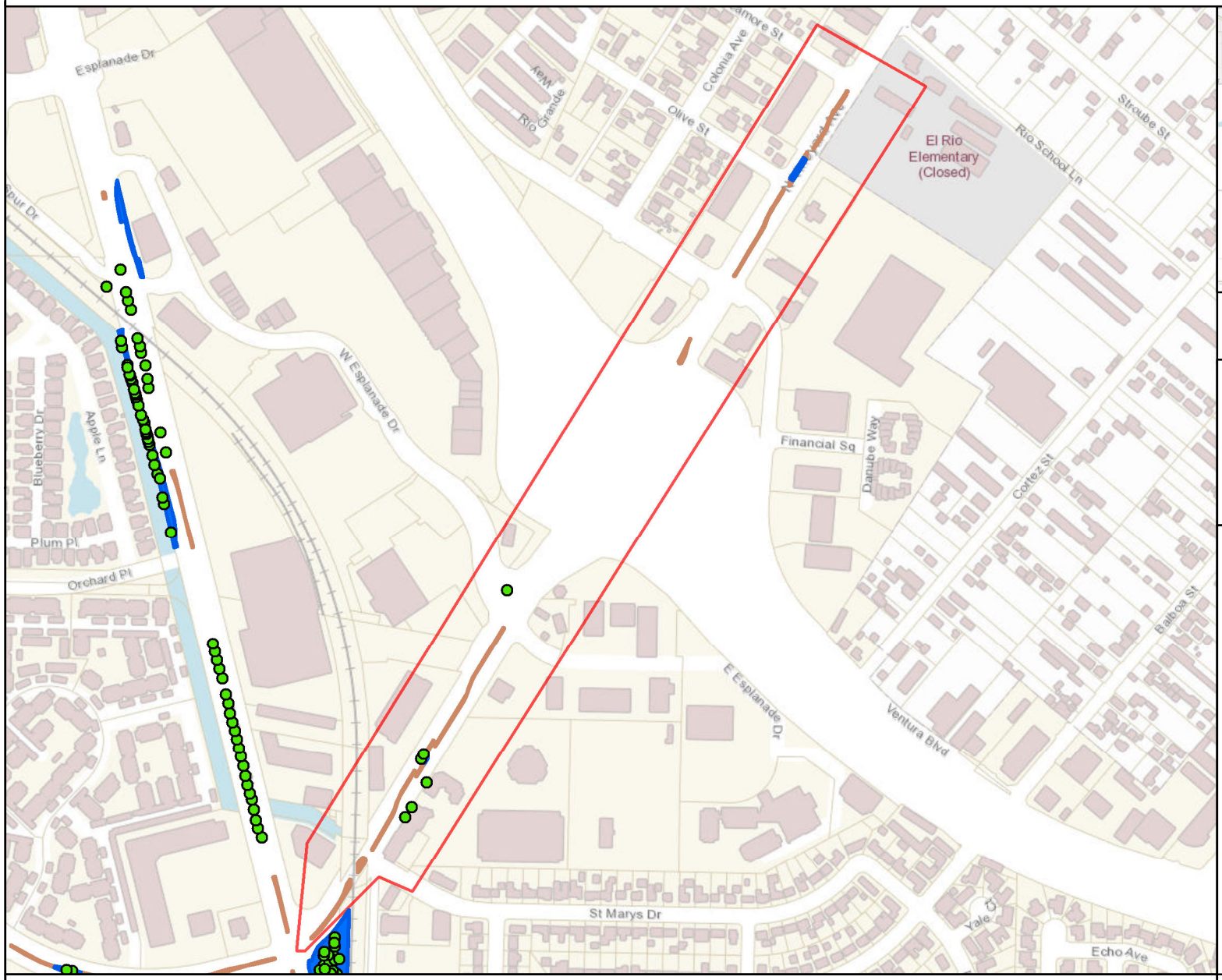
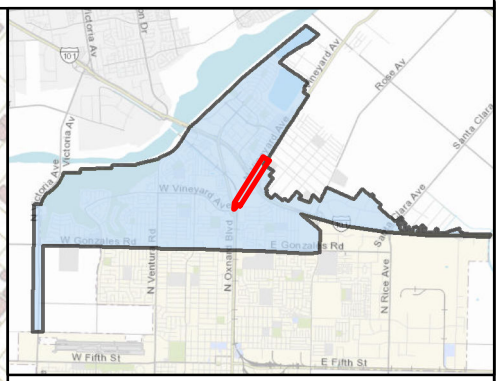
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 28 OF 33, VINEYARD 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,834 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,892 SQ FT
~0.23 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

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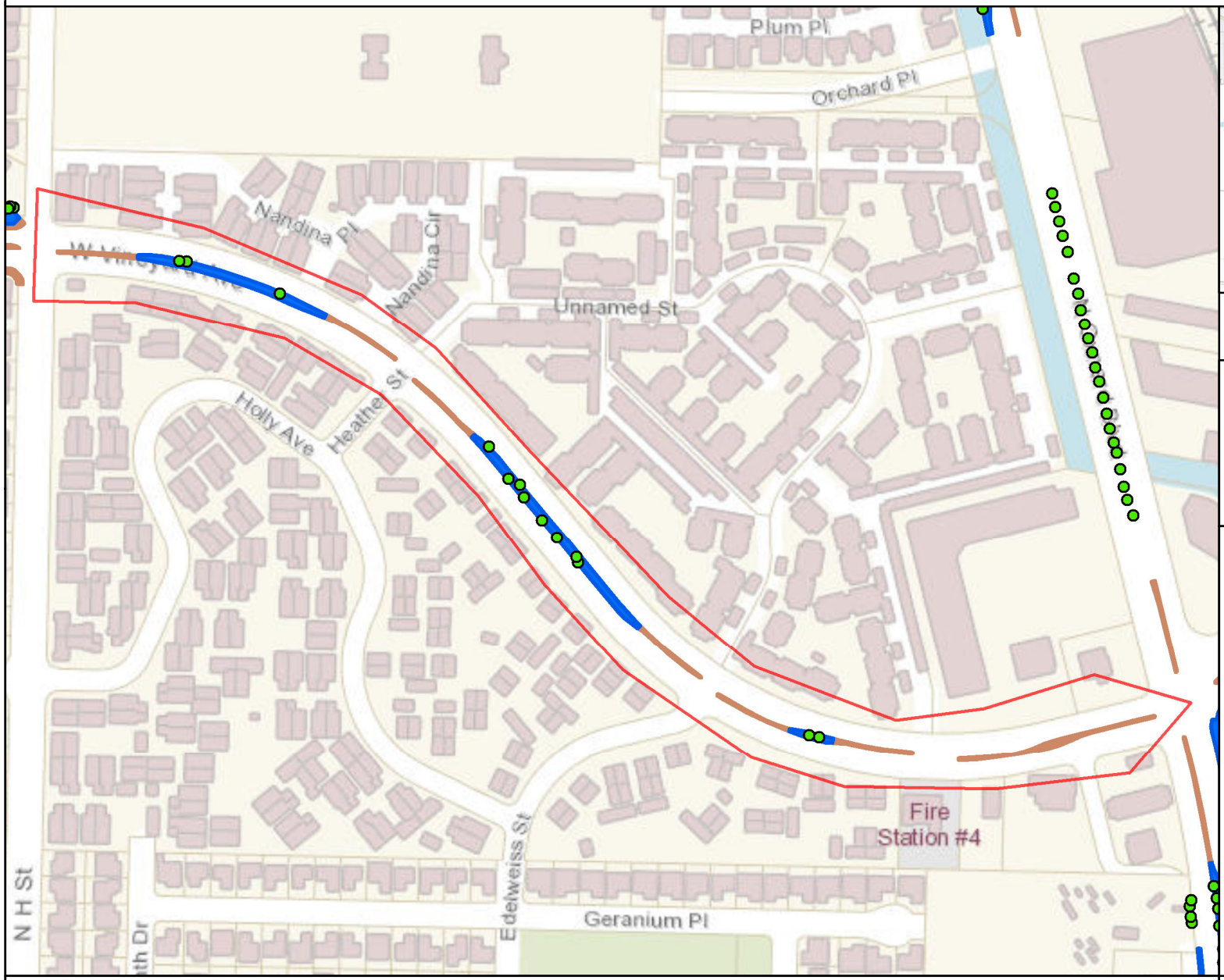
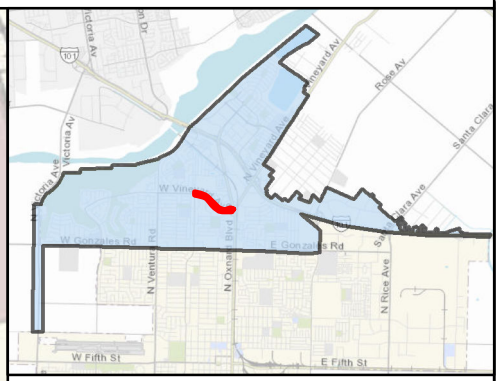
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 29 OF 33, VINEYARD 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,579 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,843 SQ FT
~0.18 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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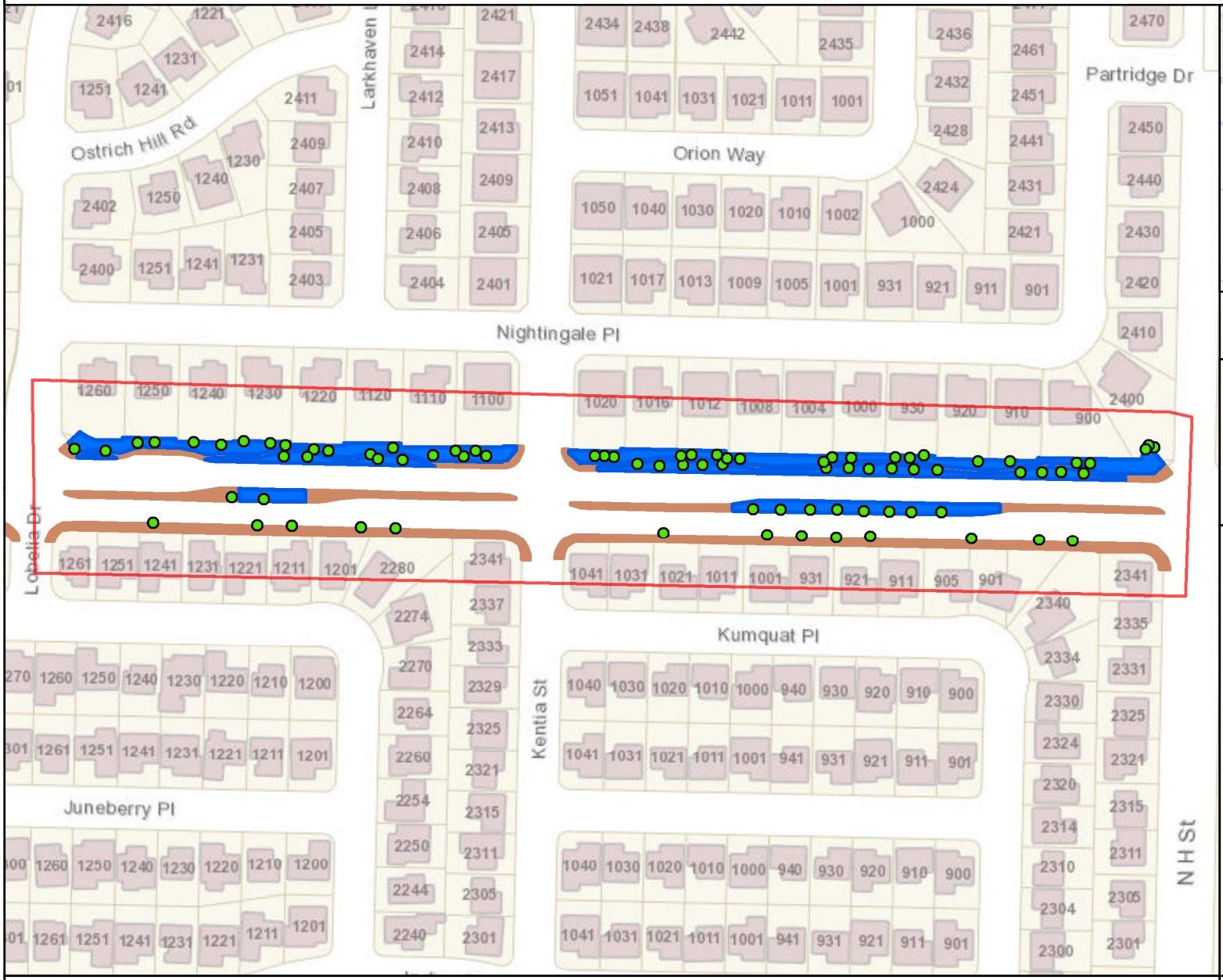
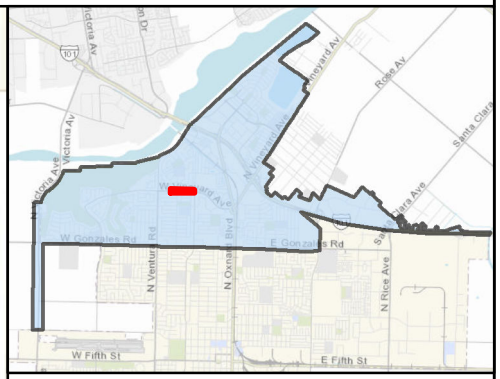
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 30 OF 33, VINEYARD 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~39,839 SQ FT
~0.91 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~33,497 SQ FT
~0.77 ACRES

PROJECT TREES:
81 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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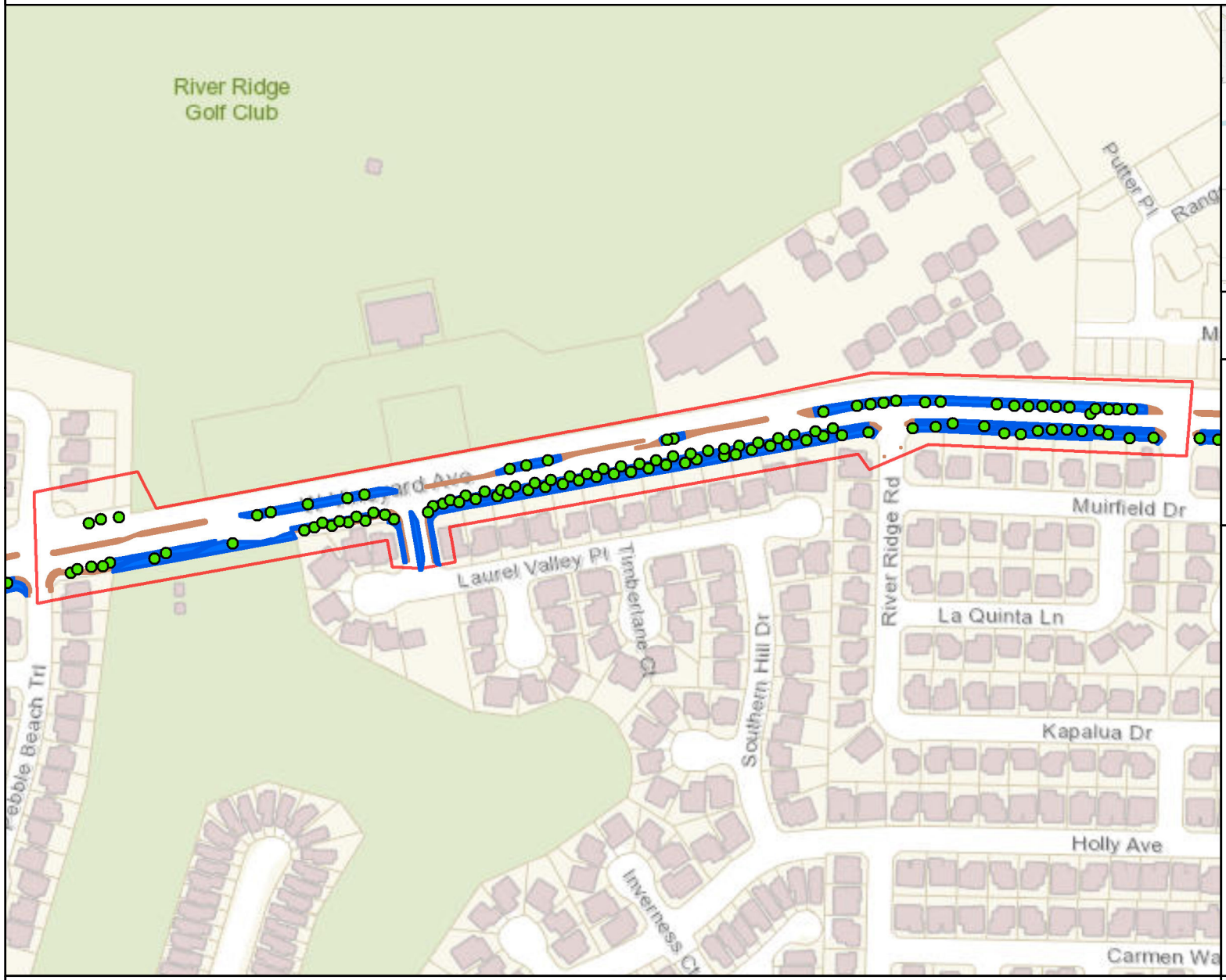
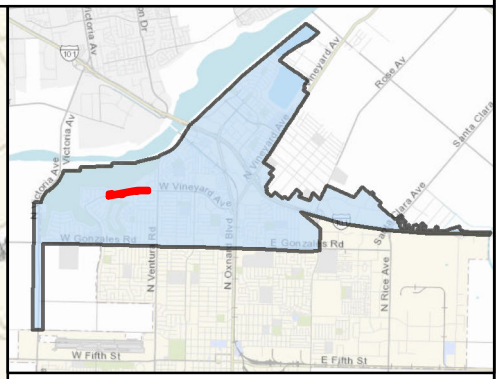
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 31 OF 33, VINEYARD 5





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,616 SQ FT
~1.62 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,918 SQ FT
~0.48 ACRES

PROJECT TREES:
114 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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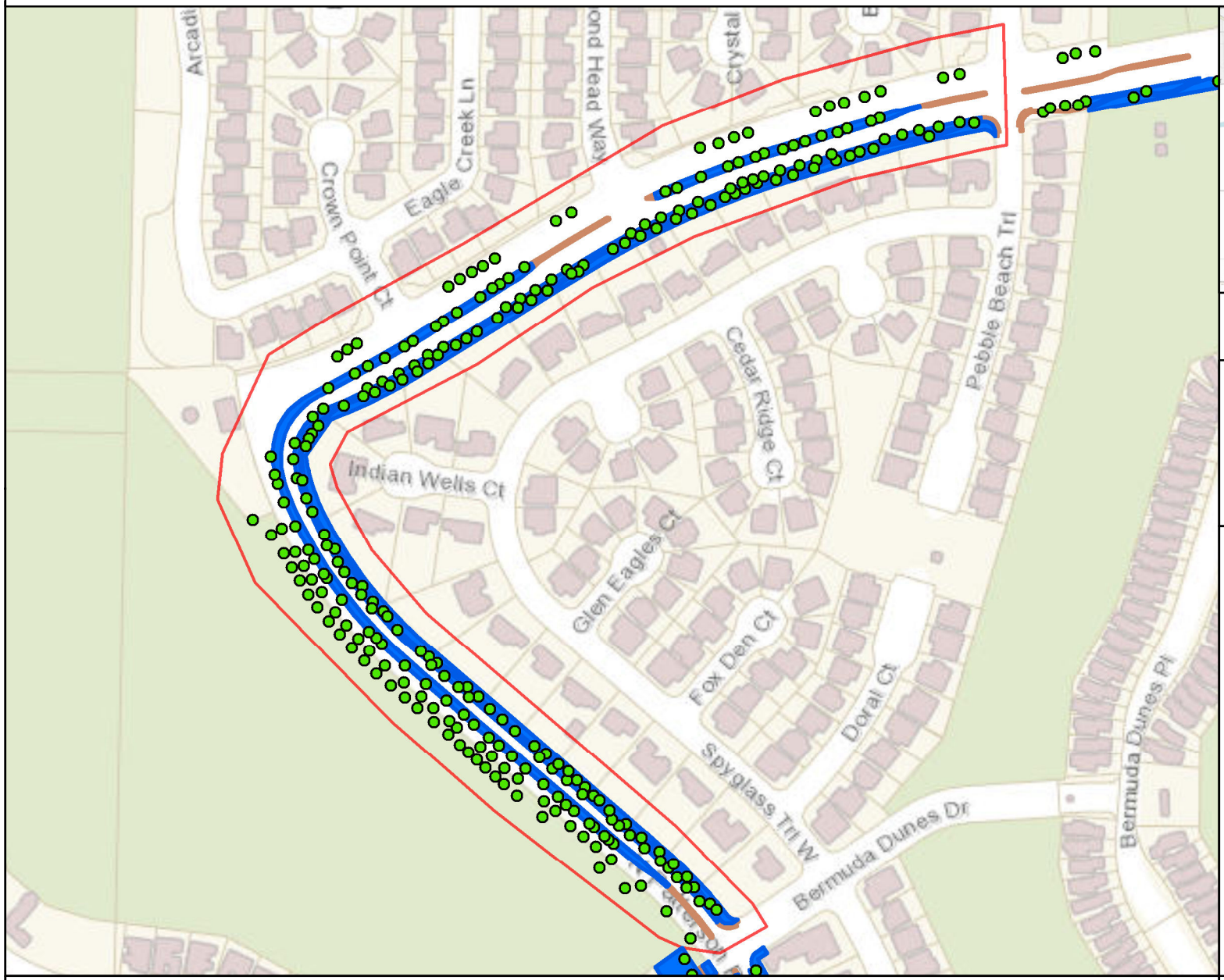
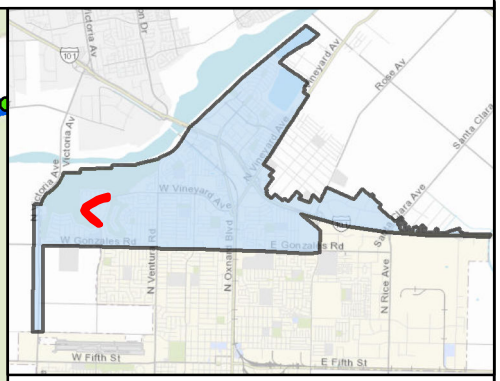
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 32 OF 33, VINEYARD 6





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~111,351 SQ FT
~2.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,844 SQ FT
~0.46 ACRES

PROJECT TREES:
270 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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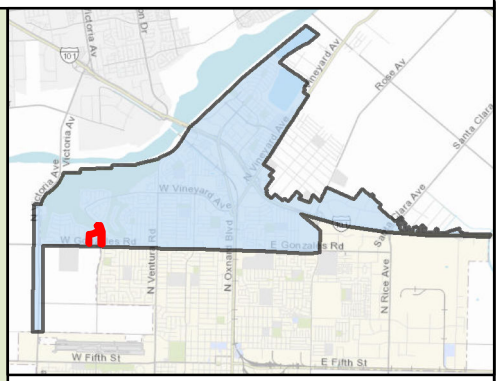
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 33 OF 33, VINEYARD 7/ THURGOOD MARSHALL



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~93,862 SQ FT
~2.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,964 SQ FT
~0.27 ACRES

PROJECT TREES:
181 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Tree Maintenance Service, Inc

(3) Services: Arterial Tree Pruning throughout Region 2

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2022

(6) Total Agreement Amount: $182,410.00

(7) City's Project Manager: Kevin Thompson, Parks Manager

(8) Vendor's Project Manager: Tenley Garcia Hernandez

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?
☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

2102 Hughes Drive
Oxnard, CA 93033
Attn: Tenley Garcia Hernandez, Secretary

FOR CITY:

300 W. Third Street
Oxnard, CA 93030
Attn: Kevin Thompson, Parks Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

- Scope of Services Exhibit
- Rates and Costs Exhibit
- Schedule of Services Exhibit
- Living Wage Policy Exhibit
- Prevailing Wages Exhibit
- Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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. If either the second or third option is selected in response to (10) on the Cover Page, 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 Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. 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.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

X John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

GARCIA'S TREE MAINTENANCE SERVICES INC.

Tenley Garcia Hernandez , President [2] Date 4.27.21

Tenley Garcia Hernandez , Secretary Date 4.27.21

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

[2] The City requires the following for any contract:

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

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

SCOPE OF WORK, SCOPE OF SERVICES AND GENERAL REQUIREMENTS EXHIBIT

The tree pruning will be done, per the pre-designed regions, along arterial street segments (grids) that include all trees identified in the detail. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture, Pruning Standards (Best Management Practices), the ANSI A300 Standards, and City Maintenance Standards. Vendor shall be required to furnish all supervision, labor, equipment, and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the Contract period.

A. PRUNING

1. Grid Tree Pruning

As identified in the specification details, all arterial median and parkway trees in each region shall be pruned regardless of size. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time.

(a) Vendor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

(b) Vendor shall notify residents within forty-eight (48) hours prior to work being performed.

(c) Vendor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the Work.

(d) Vendor shall endeavor to maintain good public relations at all times. The Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Vendor shall be responsible for advance notification to the residents at each Work location of the intended tree operations. The Vendor shall be responsible to see that private property and vehicles at Work locations are not endangered or damaged during the course of Work.

(e) Vendor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Vendor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Vendor’s personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Vendor is responsible for appropriate notification of Underground Service Alert (USA).

(f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for

removals and inaccessible Palms when needed.

(g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

(h) Topping shall not be done unless specifically requested by the City.

(j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

(k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.

(l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

(m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

(n) Heading cuts and/or topping will not be allowed without City approval.
Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

(o) Tree Pruning by Grid on the Bid sheet is priced per tree and is based on tree pruning in pre-designated regions or grids that includes all trees (small, medium and large sized).

2. Pruning for Clearance

As directed by City staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

(a) The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

(b) Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their

point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

(c) When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Vendor and approved by the City staff and in accordance with the following:

(a) The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Project Manager. The Vendor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City palm trees.

(b) Palm Skinning is not included in this scope of service. Any requested palm skinning will be performed for an additional cost of time and material with prior approval from authorized City personnel.

B. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Vendor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The City Project Manager shall determine if the Vendor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Vendor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

C. SCHEDULE

Prior to beginning the work, the Vendor shall review with the City Project Manager the various methods, tools, and work scheduling to be used on the project.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M., depending on City ordinances. Work will not be performed adjacent to residential housing before 8 a.m.

All debris resulting from tree pruning operations shall be removed from the Work site on a daily basis.

D. CLEAN UP

Vendor shall clean all job sites when Work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled Work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or authorized representative shall be the sole judge as to the adequacy of the cleanup.

E. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Vendor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:

Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. Wood Chips:
   (a) Chips generated from pruning operations within the City may first be dumped at a City designated site.
   (b) At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

3. Milling (additional service & cost):

At the direction of the City, large tree trunks, which meet proper specifications, may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

F. PAYMENT

Vendor shall only invoice for time spent at the locations of service and work that has been completed.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

Each invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

G. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. Additional Work may be added to the Contract Work as the need arises. The Vendor shall perform all specified and approved additional Work at the unit prices submitted with this bid proposal.

2. The Vendor must be willing to provide a competitive price for additional Work that may be added to the Contract. Vendor will be required to demonstrate the ability to properly execute the expanded Workload with the necessary increase in labor, materials and equipment needed to complete the additional Work in a timely manner.

H. GENERAL REQUIREMENTS

1. Workforce

Contactor shall designate a qualified representative with experience in arboriculture 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 are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

2. Licenses, Permits and Certifications

(a)Vendor shall maintain a State Tree Service Vendor's license (D-49). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments.

(b) Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

3. Property Damage

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.

I. Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

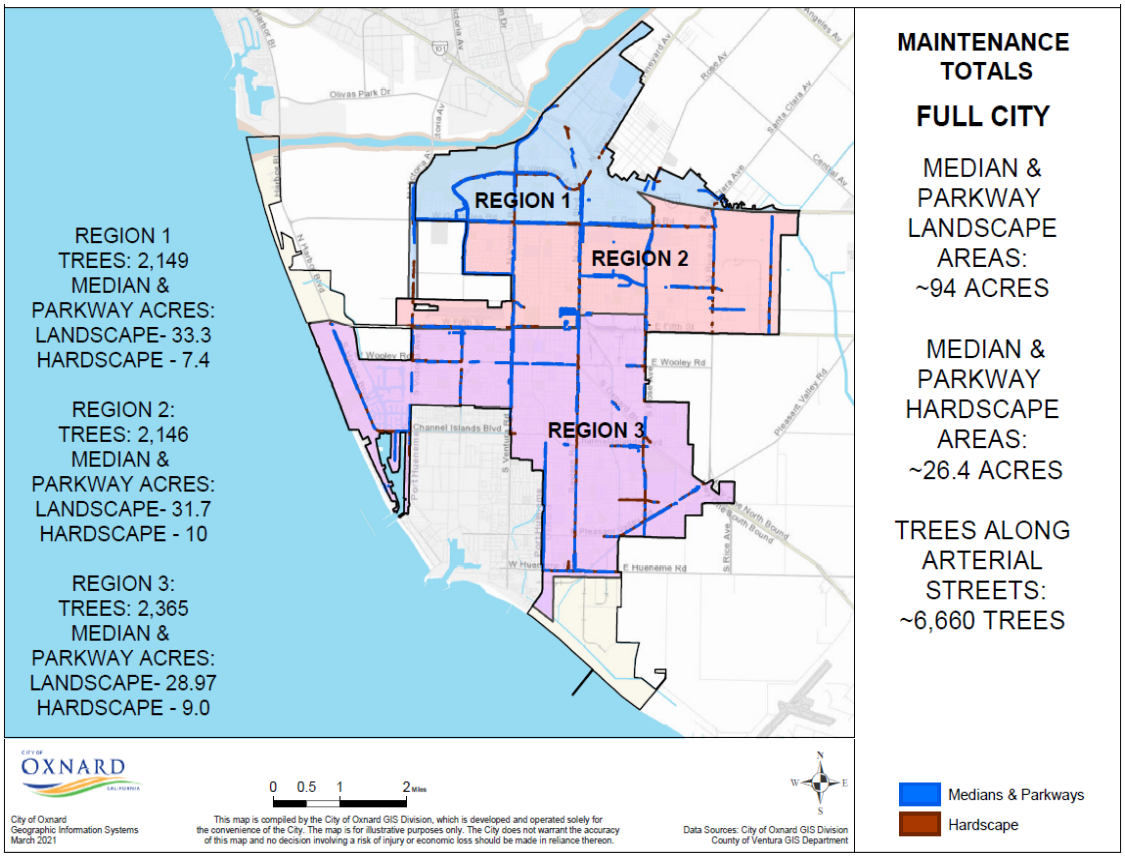
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor(s) shall provide pruning services for all trees within the City's arterial medians and parkways.

	Total Cost
Region 2	**$182,410.00**
Hourly Rate for as-needed tasks	**$ 150 /hour**
Material mark up rate for as-needed tasks	**10%**



SCHEDULE OF SERVICES EXHIBIT

The period of performance anticipated for this solicitation and shall be for 1 year, from July 1, 2021- June 30, 2021 or effective upon signature of an Agreement by both parties, unless terminated earlier. Extension of this agreement shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

The intention of this solicitation is to have pruning services being conducted in all three regions simultaneously, and to have all trees located within the regions to be serviced within the first six months of the agreement. Work may be extended out past six months, but may not exceed 12 months based on uncontrollable delays, such as weather, with the approval of the City.

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 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, 2019

42. 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 **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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 page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

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.

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. 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 <u>and</u> 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.

4/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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** [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 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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: (____) _____

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

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

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@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.

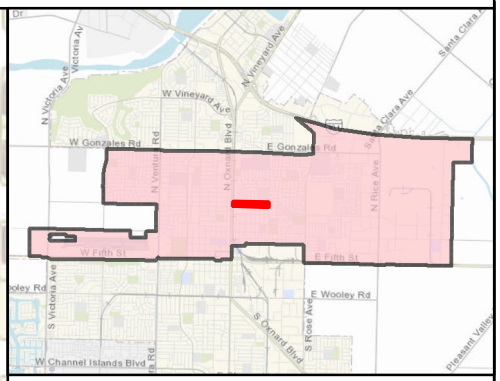
Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Rev. 4/21 INS-D.doc

REGION 2 WORK DETAIL: PAGE 1 OF 49, CAMINO DEL SOL 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~106,882 SQ FT
~2.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,113 SQ FT
~0.44 ACRES

PROJECT TREES:
252 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

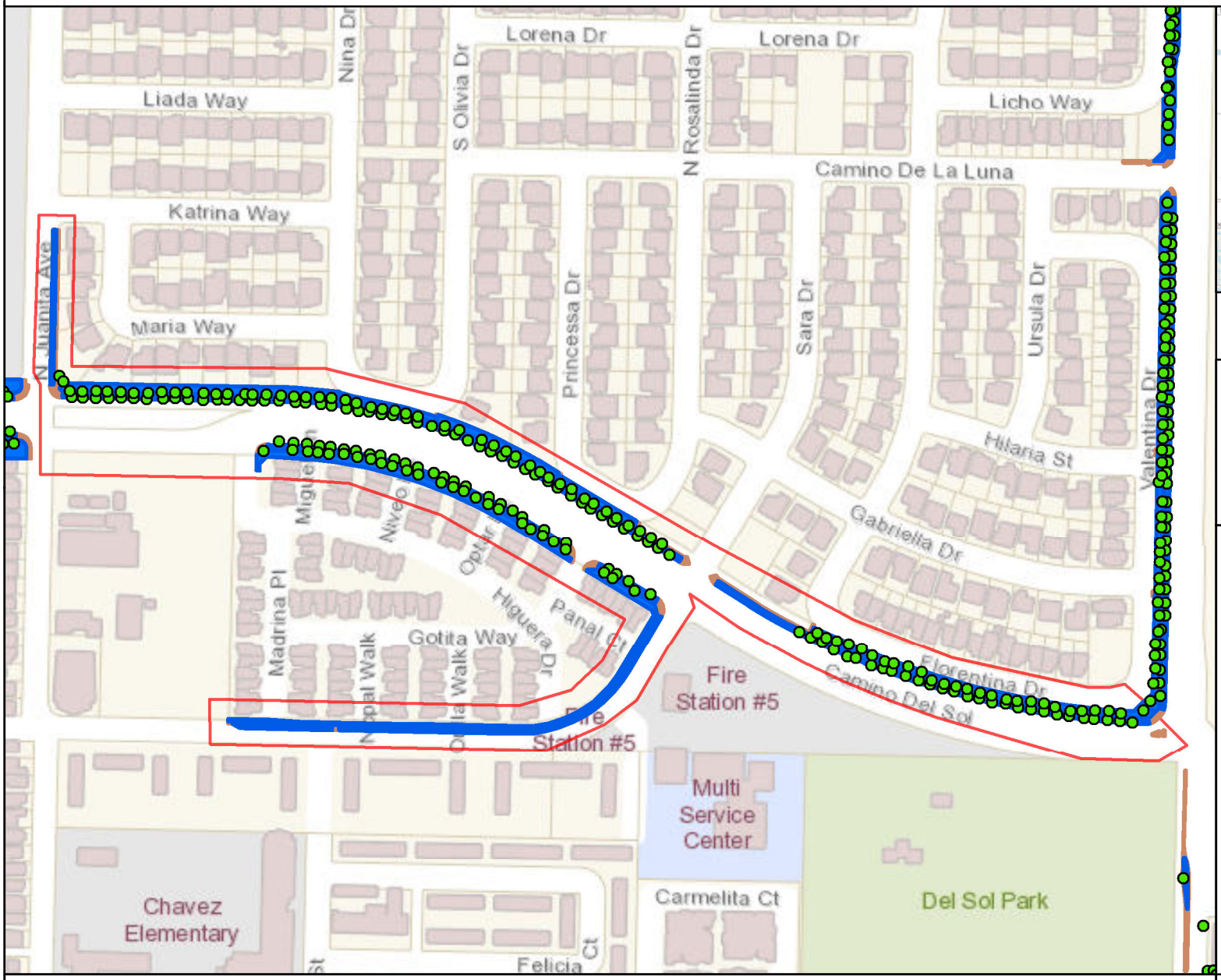
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

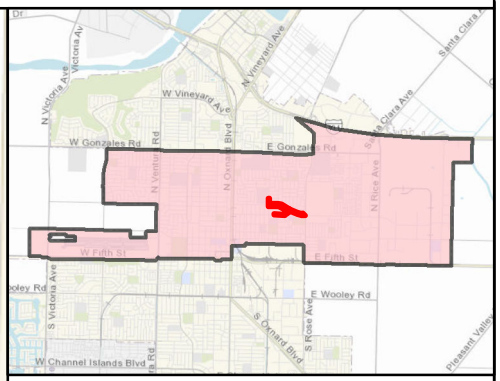
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 2 OF 49, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~101,928 SQ FT
~2.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~29,362 SQ FT
~0.67 ACRES

PROJECT TREES:
206 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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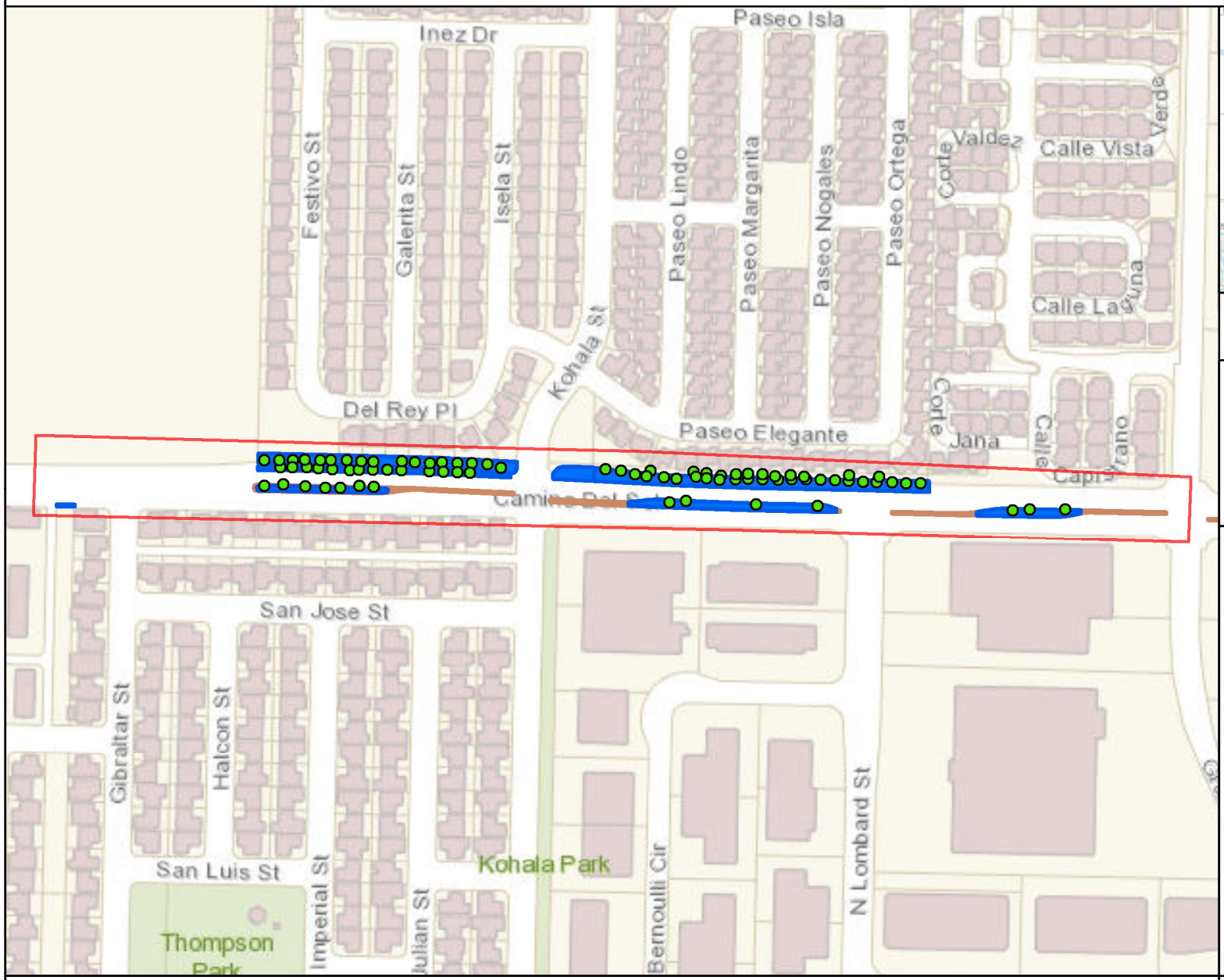
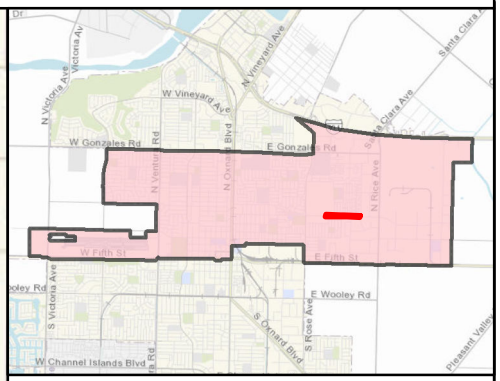
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 3 OF 49, CAMINO DEL SOL 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,259 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,190 SQ FT
~0.12 ACRES

PROJECT TREES:
80 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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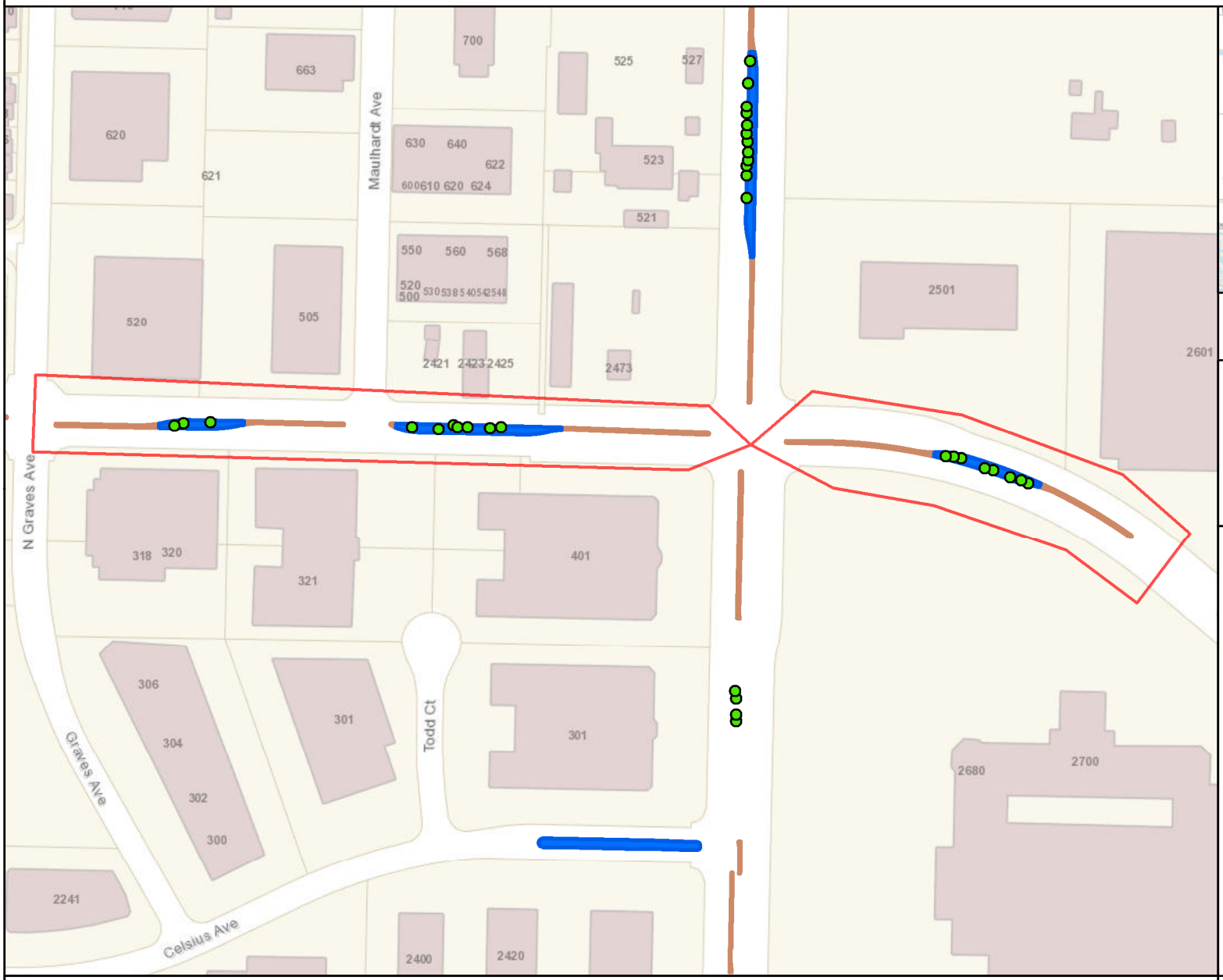
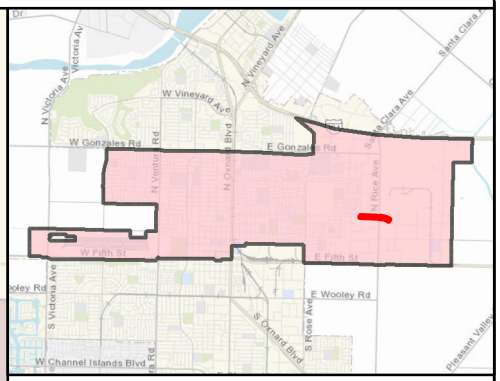
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 4 OF 49, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,369 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,736 SQ FT
~0.11 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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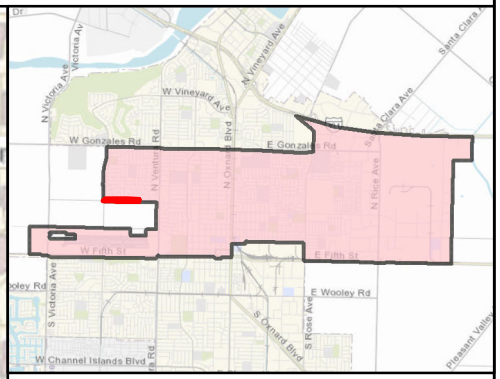
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 5 OF 49, DORIS AVE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,788 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,920 SQ FT
~0.32 ACRES

PROJECT TREES:
78 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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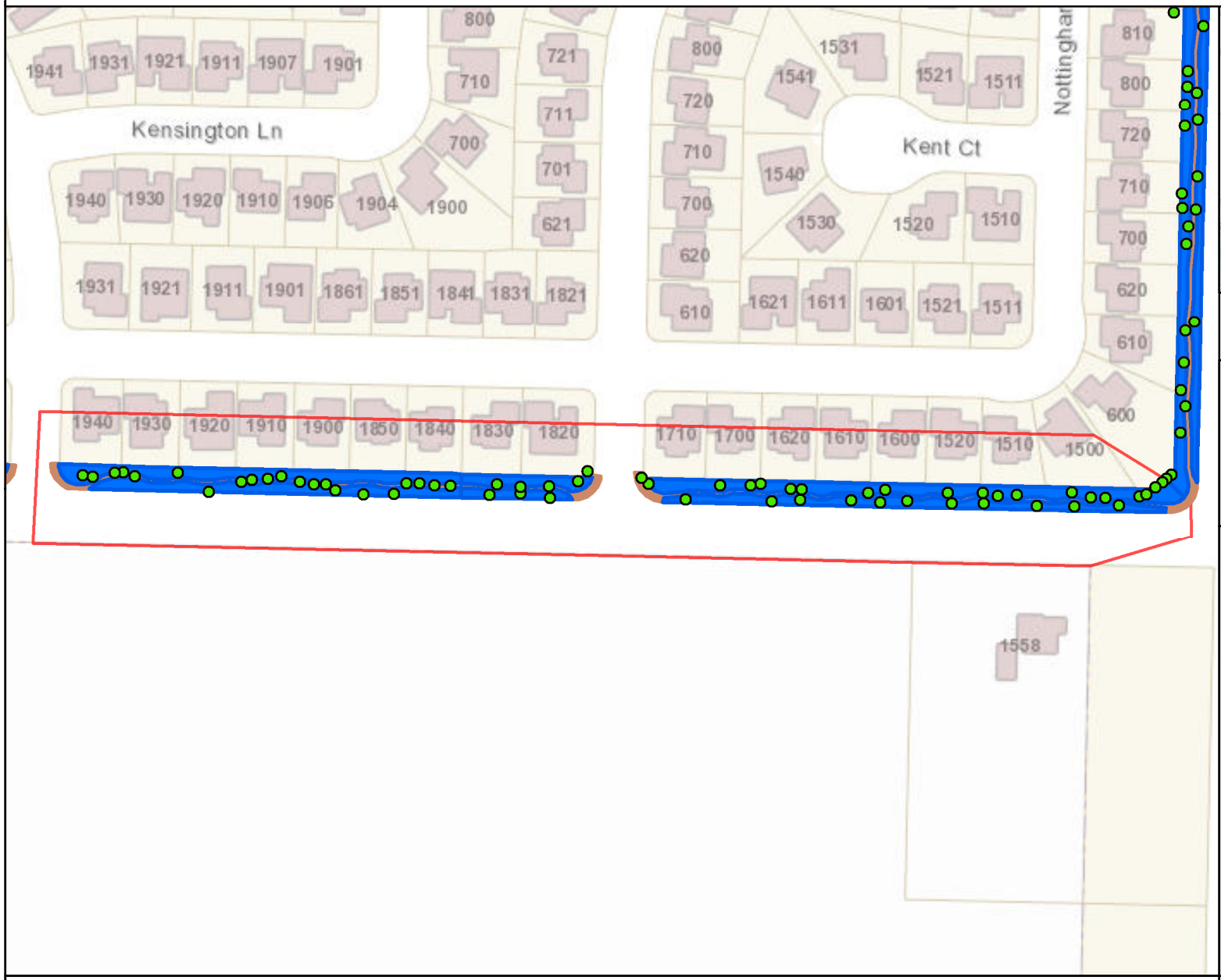
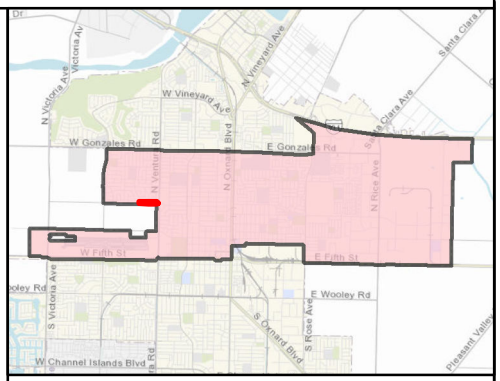
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 6 OF 49, DORIS AVE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,077 SQ FT
~0.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,759 SQ FT
~0.18 ACRES

PROJECT TREES:
60 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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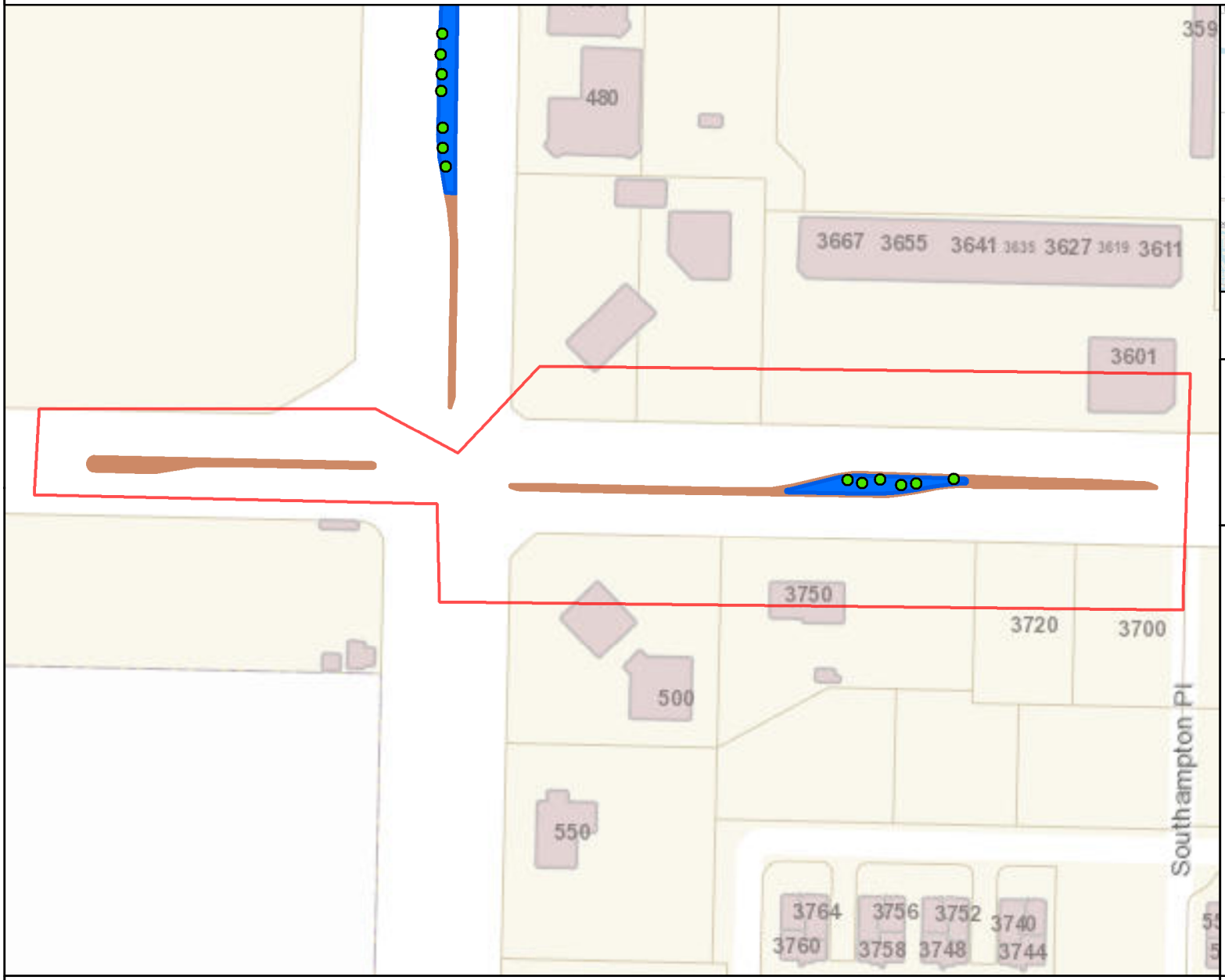
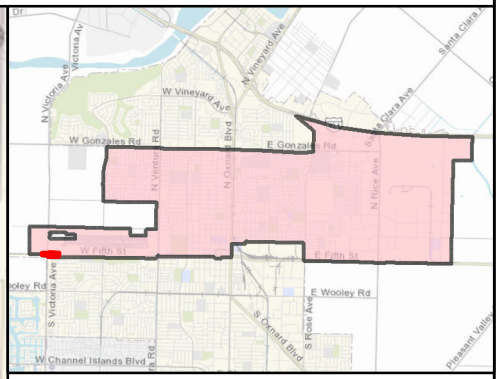
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 7 OF 49, FIFTH ST 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,305 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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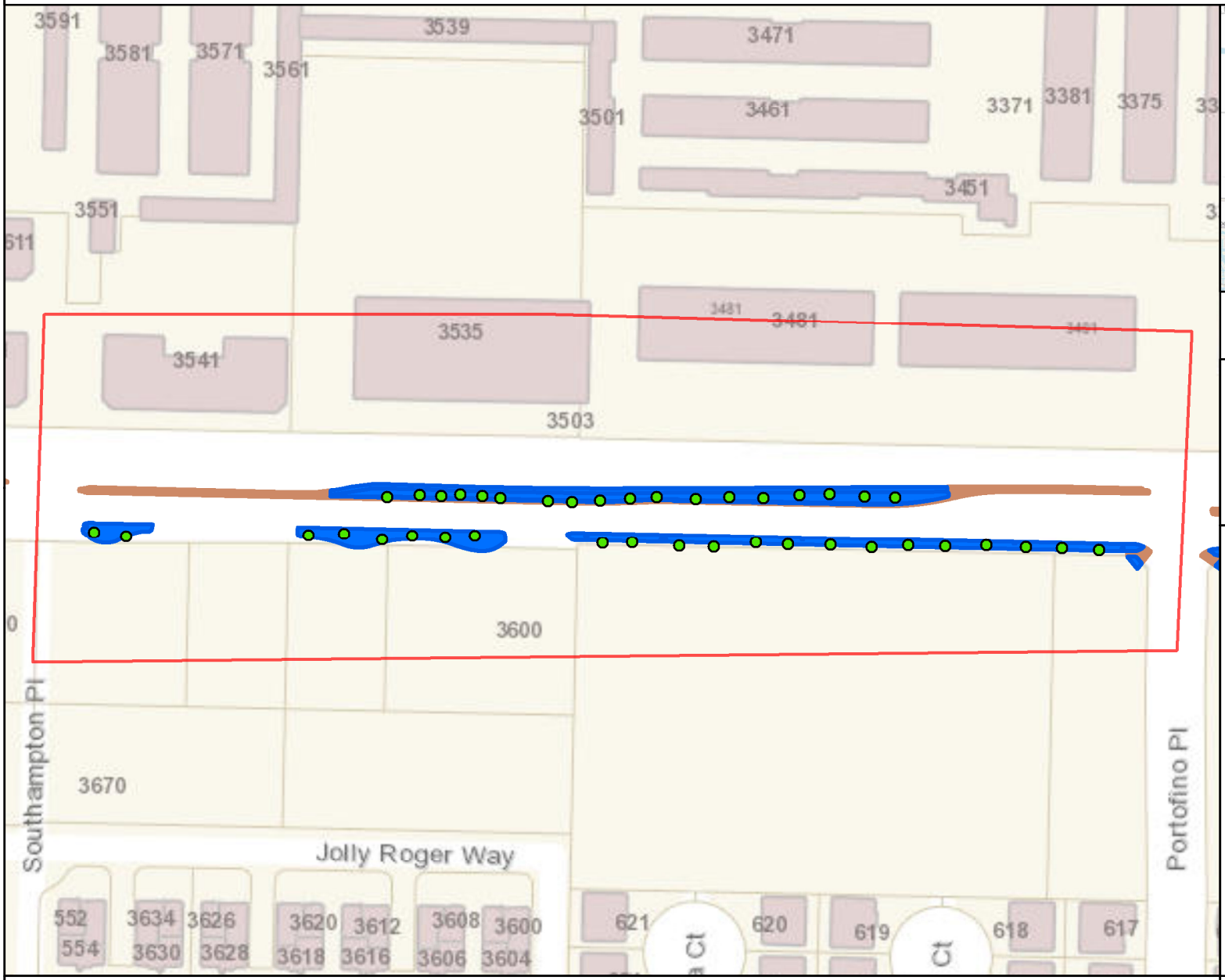
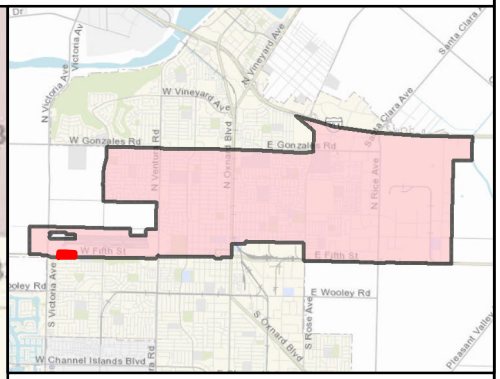
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 8 OF 49, FIFTH ST 02





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,085 SQ FT
~0.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,832 SQ FT
~0.18 ACRES

PROJECT TREES:
40 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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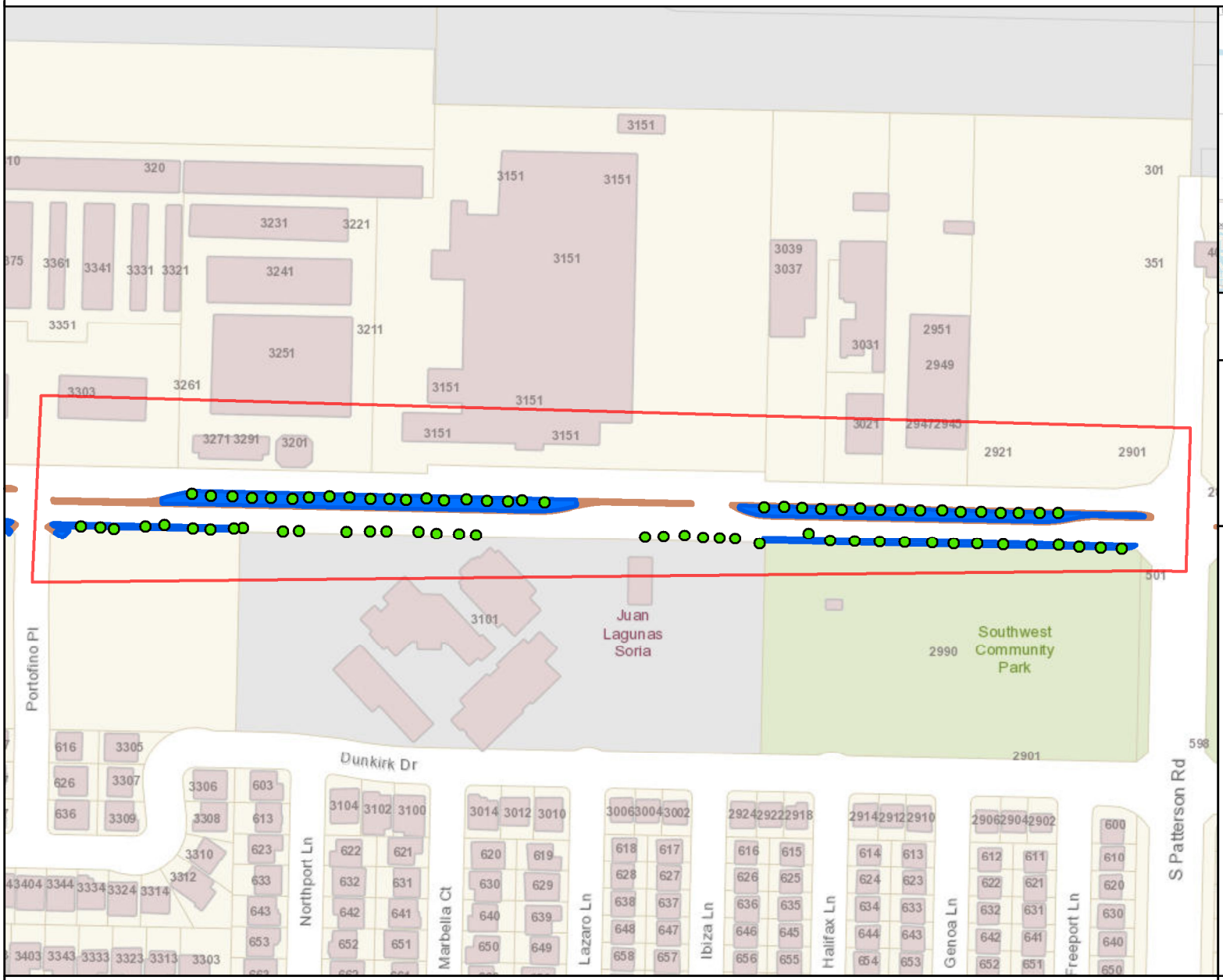
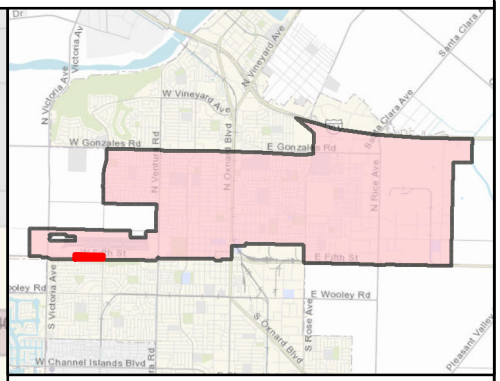
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 9 OF 49, FIFTH ST 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~46,458 SQ FT
~1.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,370 SQ FT
~0.28 ACRES

PROJECT TREES:
74 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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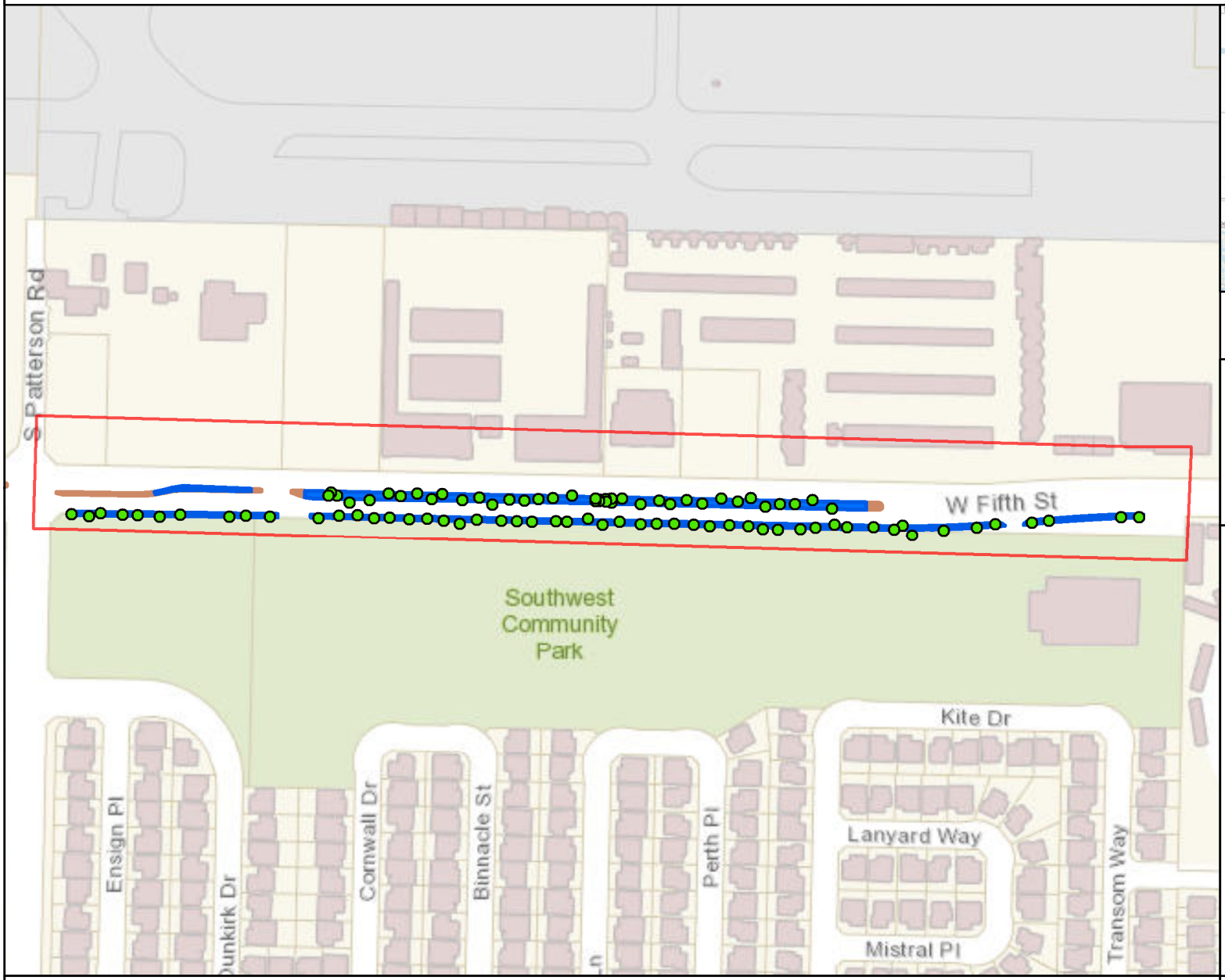
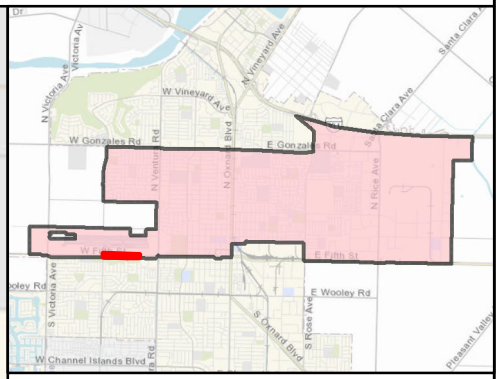
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 10 OF 49, FIFTH ST 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,677 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,163 SQ FT
~0.1 ACRES

PROJECT TREES:
92 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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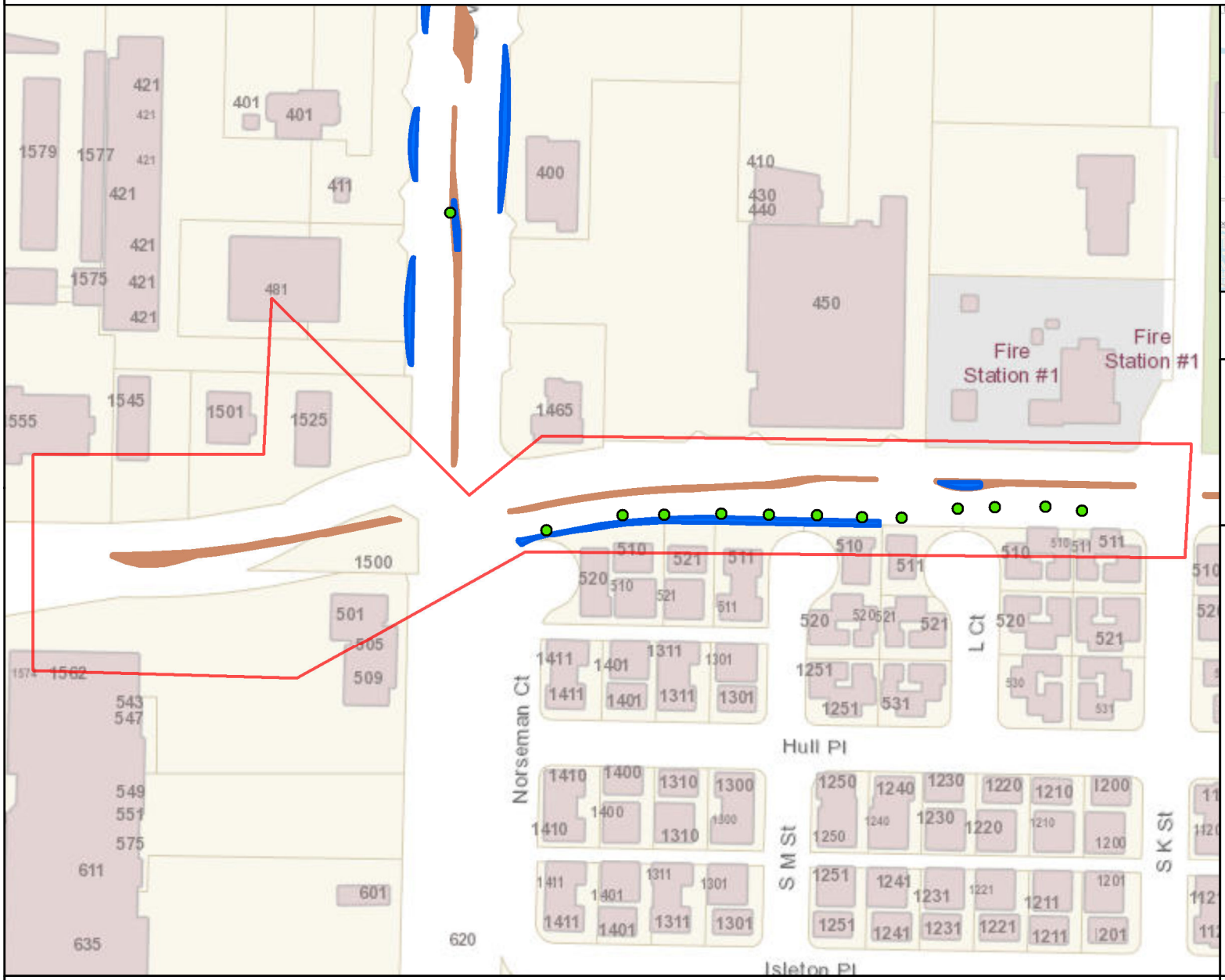
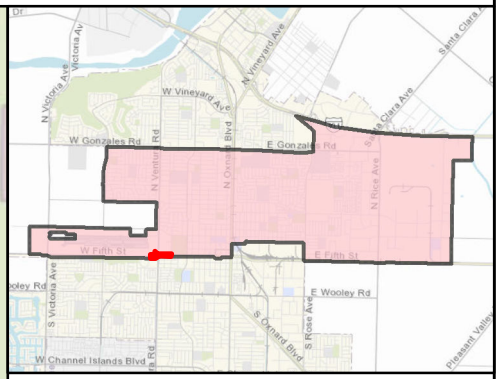
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 11 OF 49, FIFTH ST 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,129 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,162 SQ FT
~0.14 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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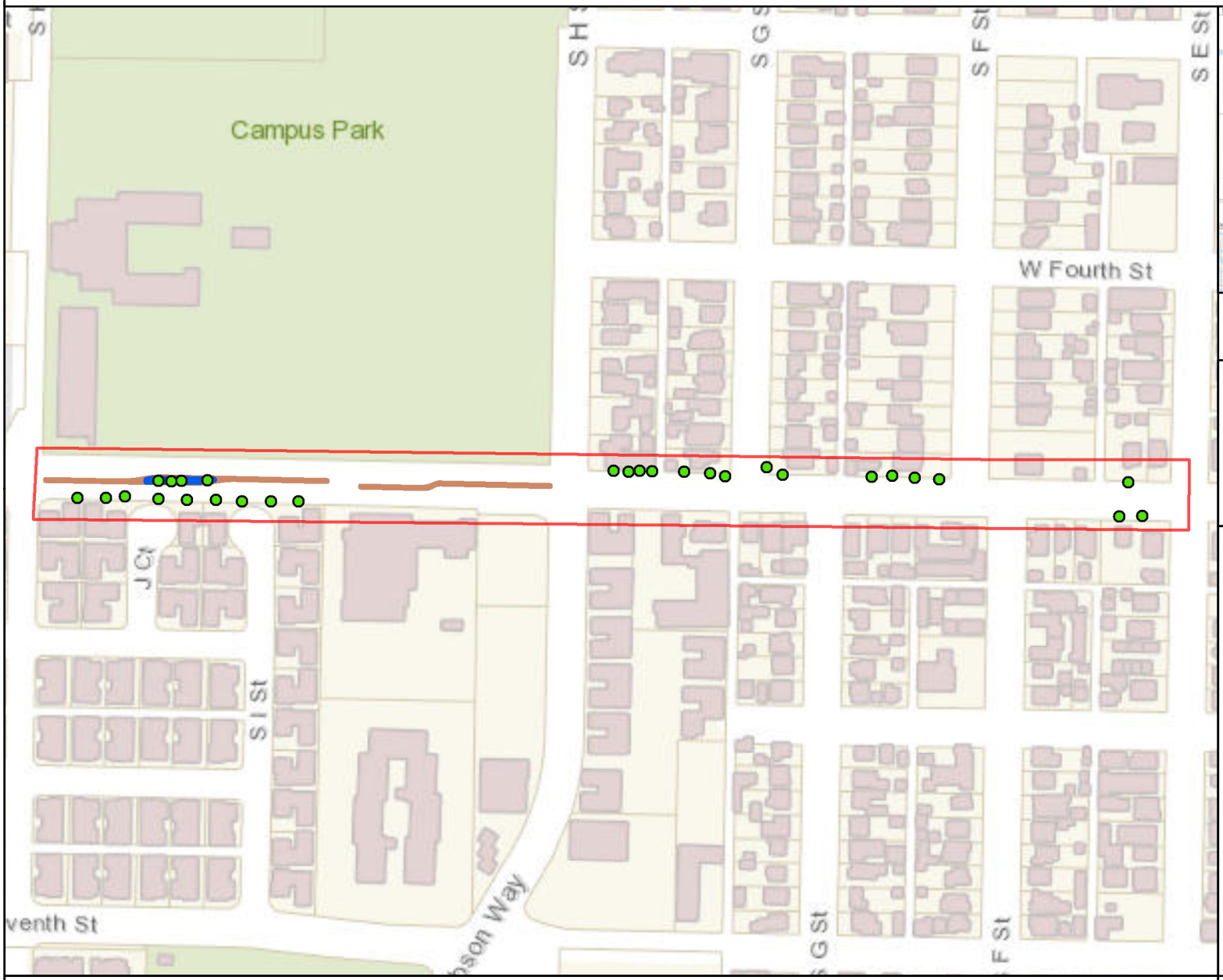
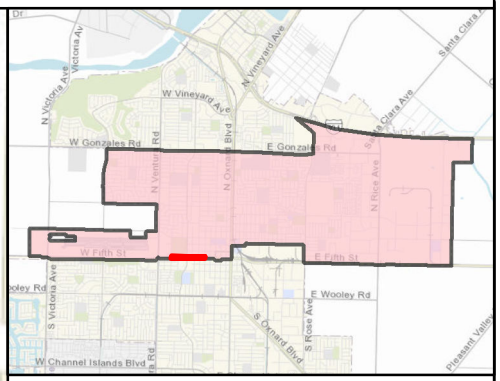
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 12 OF 49, FIFTH ST 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,319 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,195 SQ FT
~0.1 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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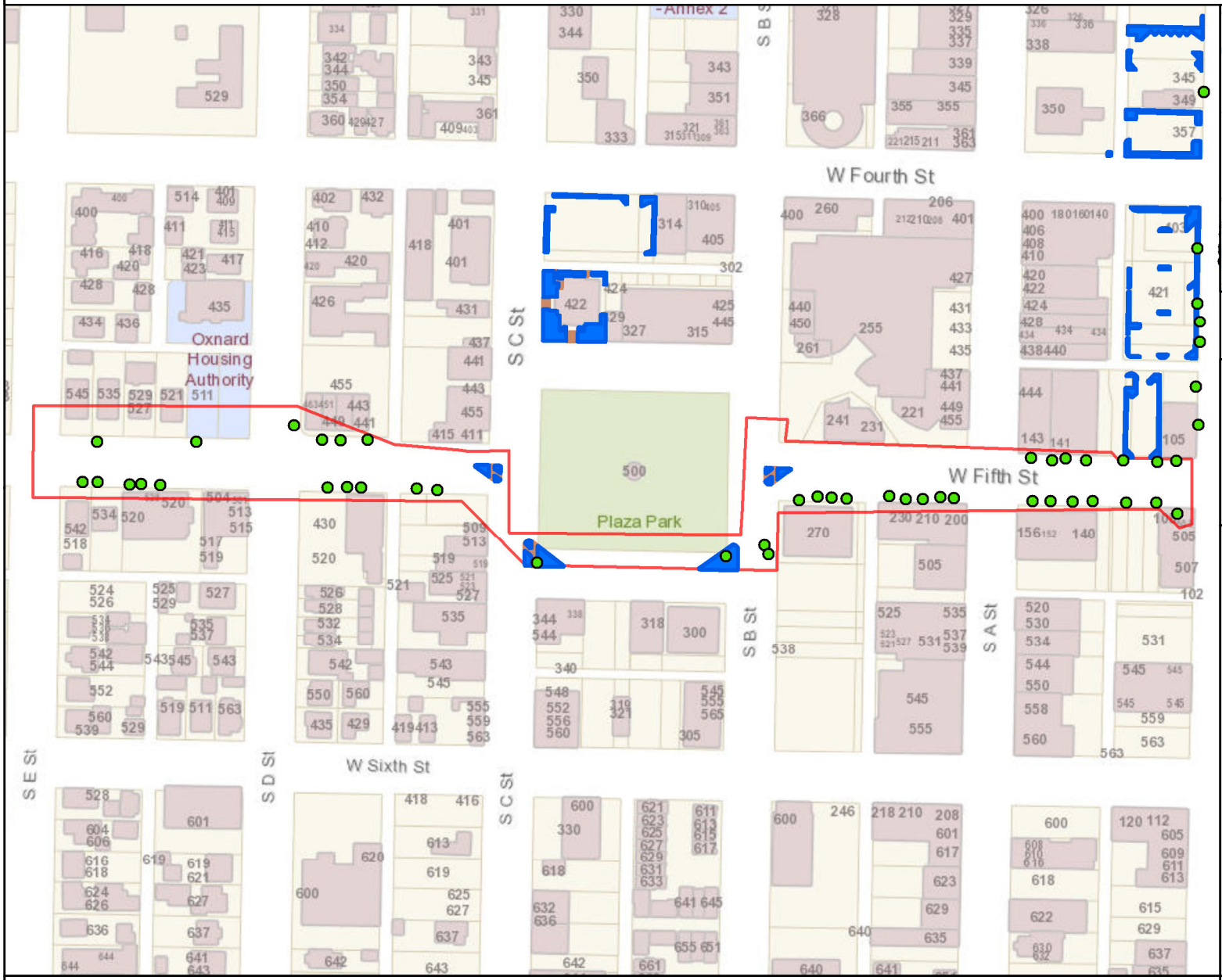
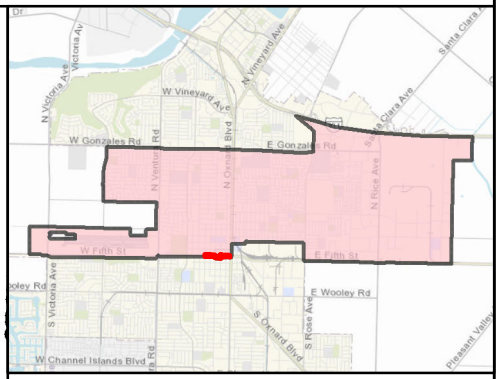
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 13 OF 49, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,237 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,047 SQ FT
~0.02 ACRES

PROJECT TREES:
43 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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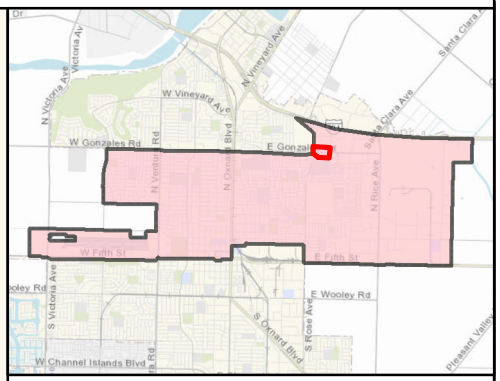
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 14 OF 49, GONZALES 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,718 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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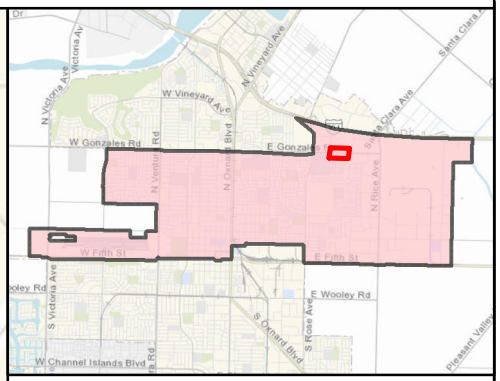
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 15 OF 49, GONZALES 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,338 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,587 SQ FT
~0.13 ACRES

PROJECT TREES:
27 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

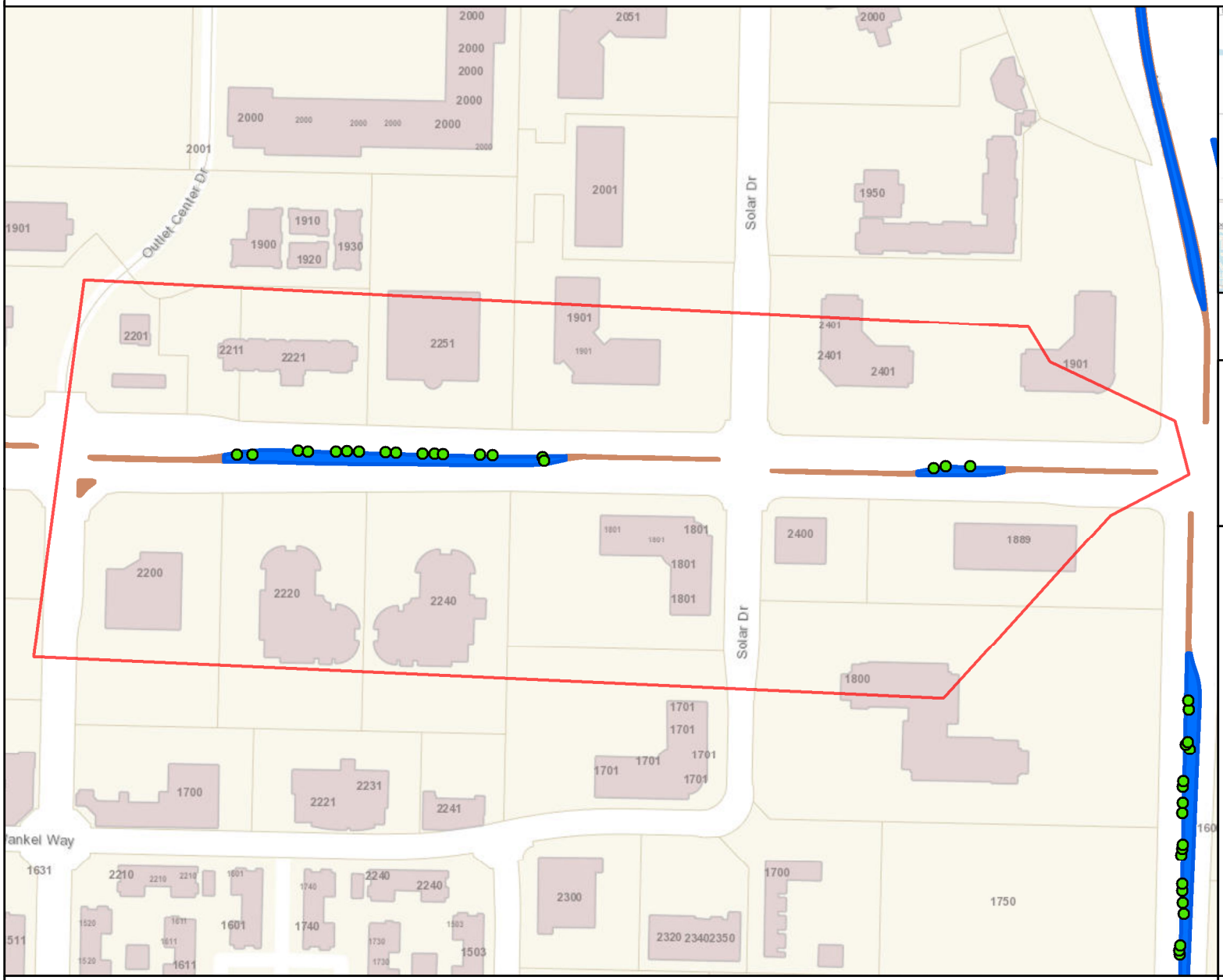
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

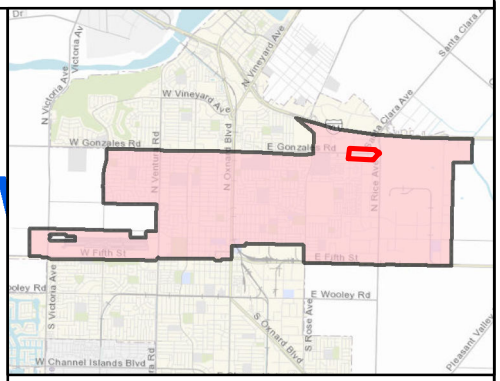
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 16 OF 49, GONZALES 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,135 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,467 SQ FT
~0.1 ACRES

PROJECT TREES:
19 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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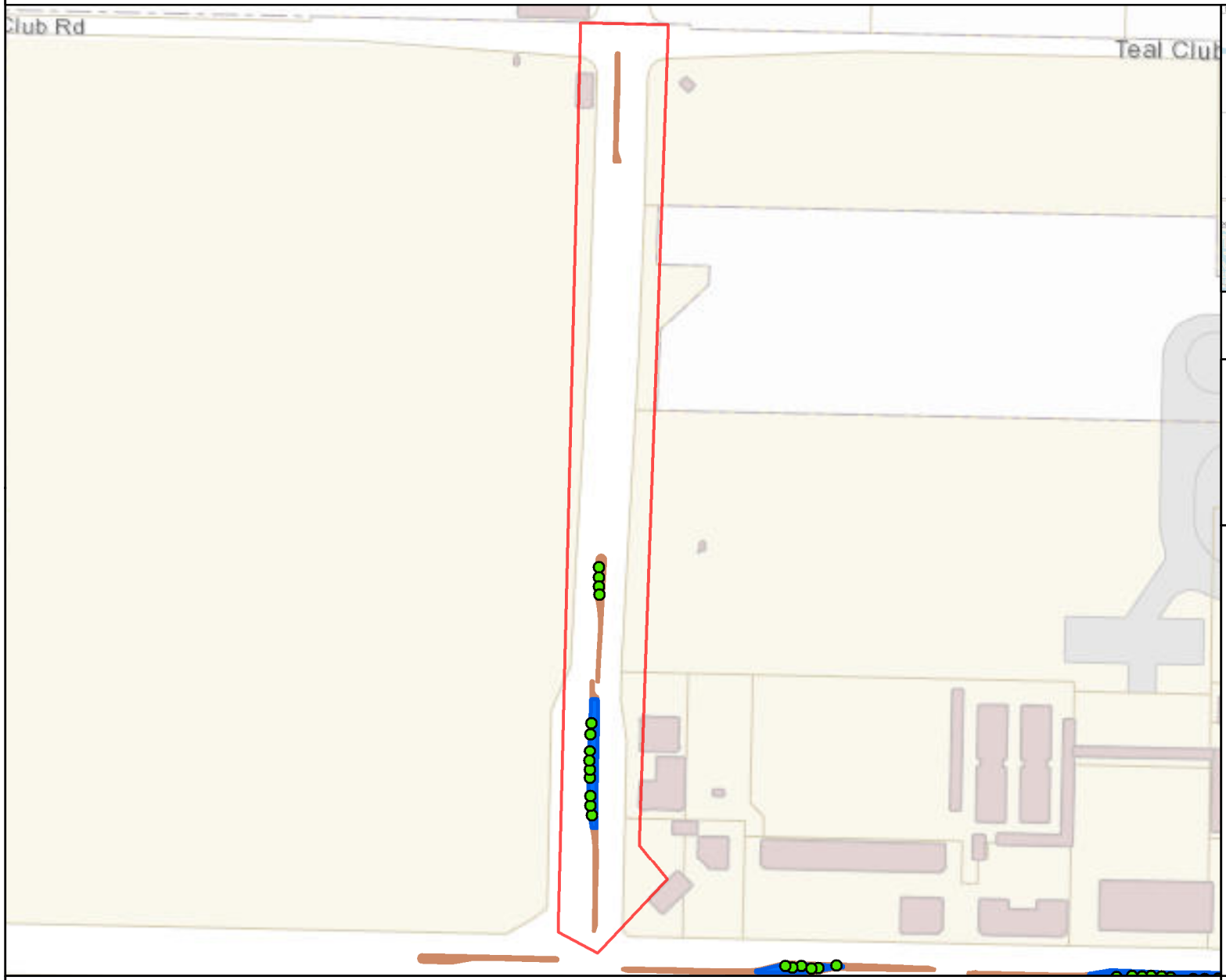
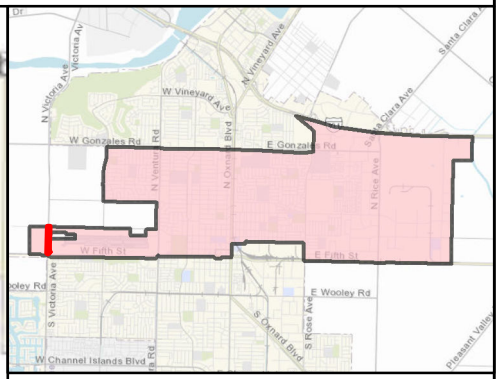
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 17 OF 49, N VICTORIA





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,639 SQ FT
~0.11 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,286 SQ FT
~0.08 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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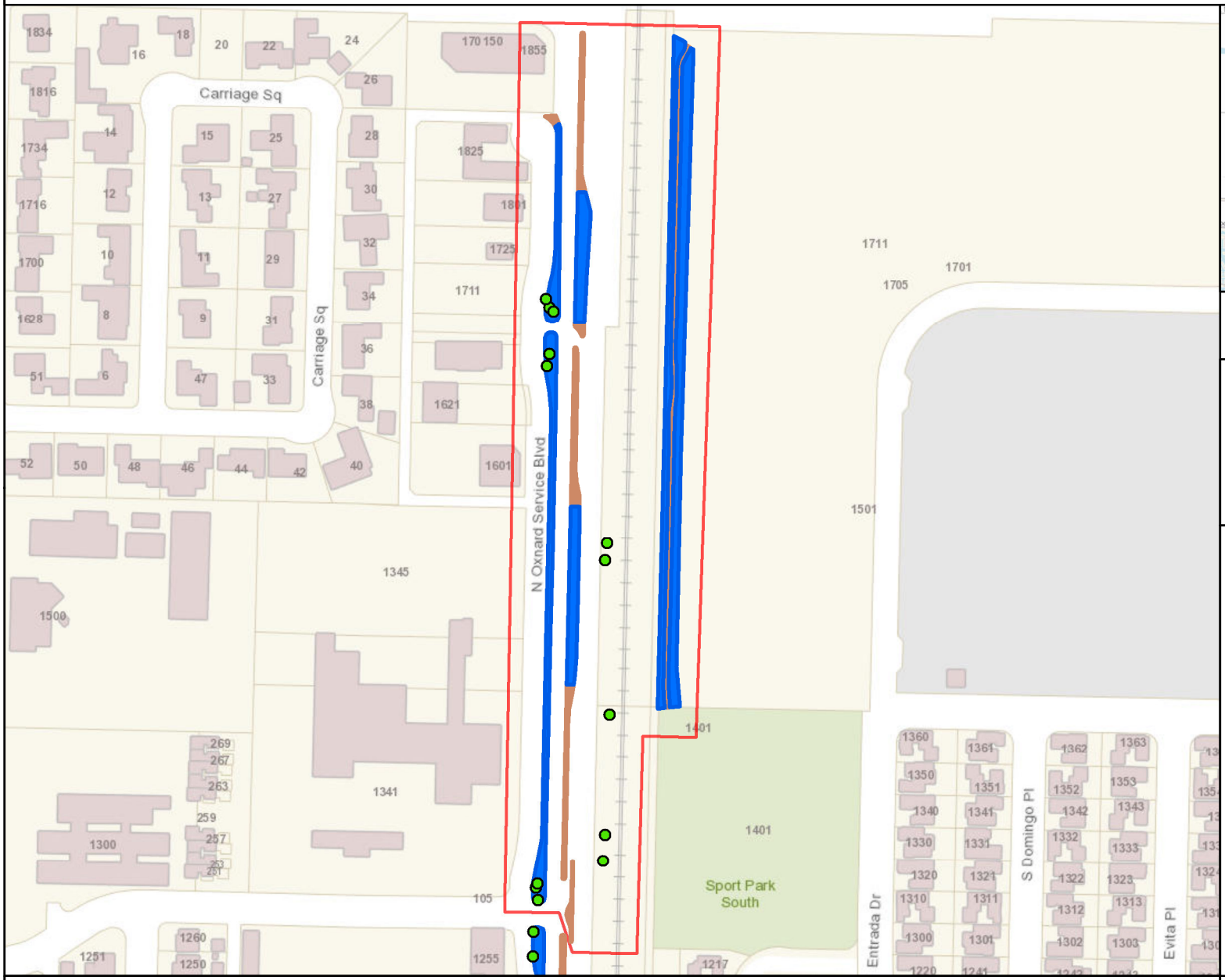
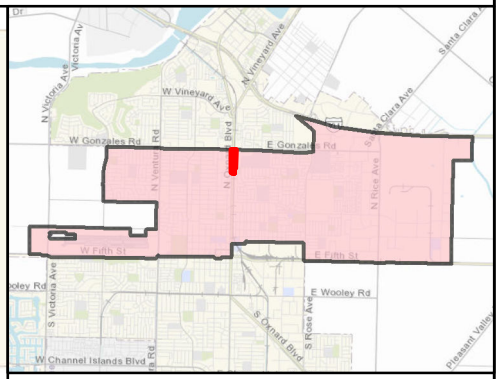
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 18 OF 49, OXNARD BLVD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,985 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,416 SQ FT
~0.47 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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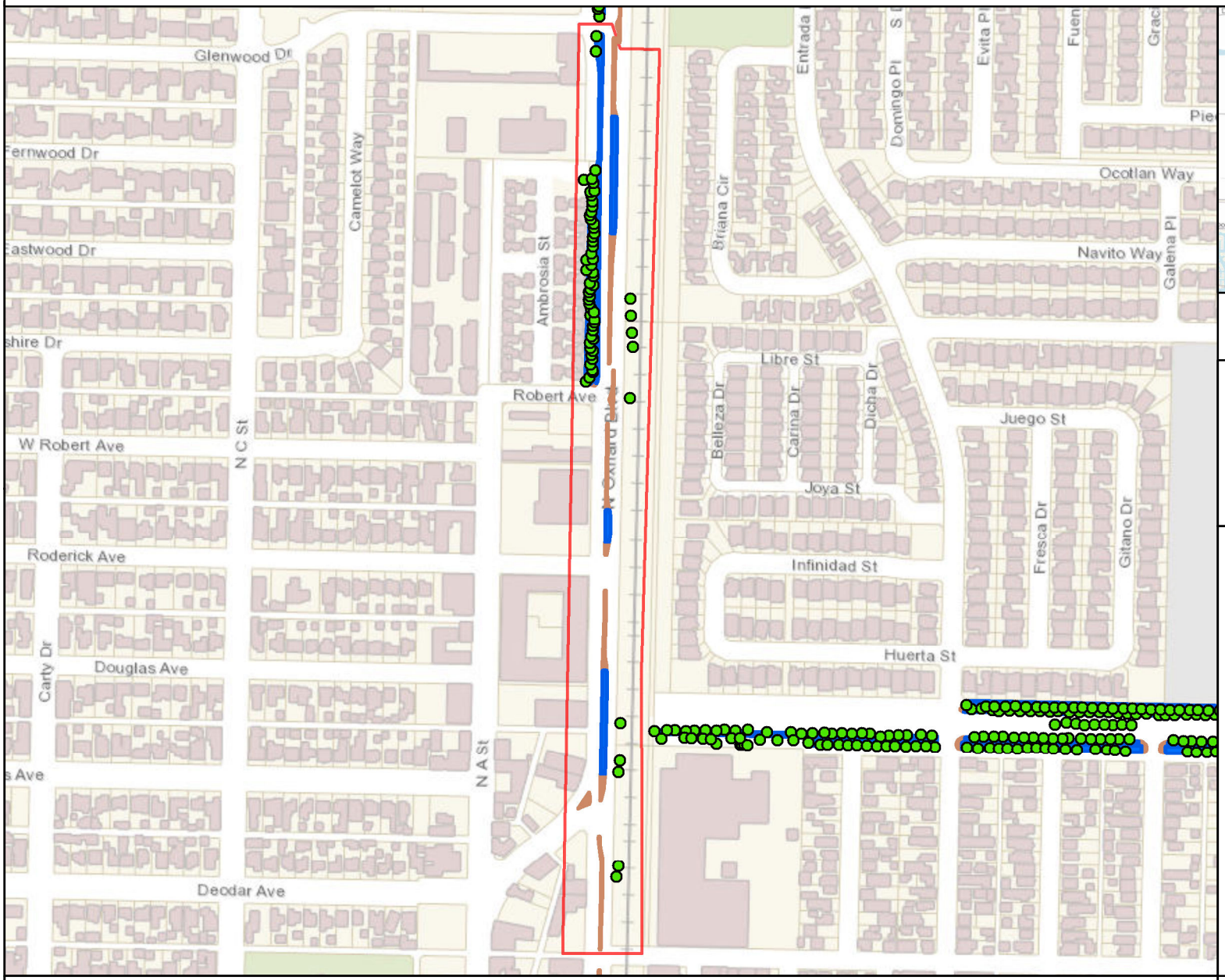
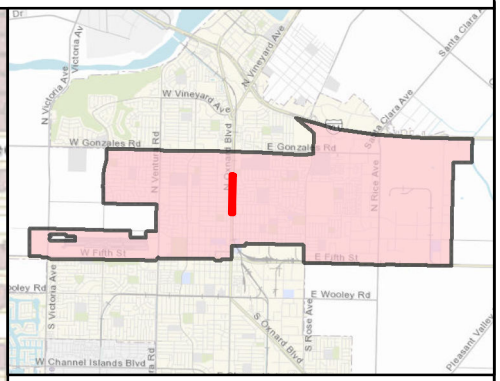
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 19 OF 49, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,926 SQ FT
~0.78 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,781 SQ FT
~0.34 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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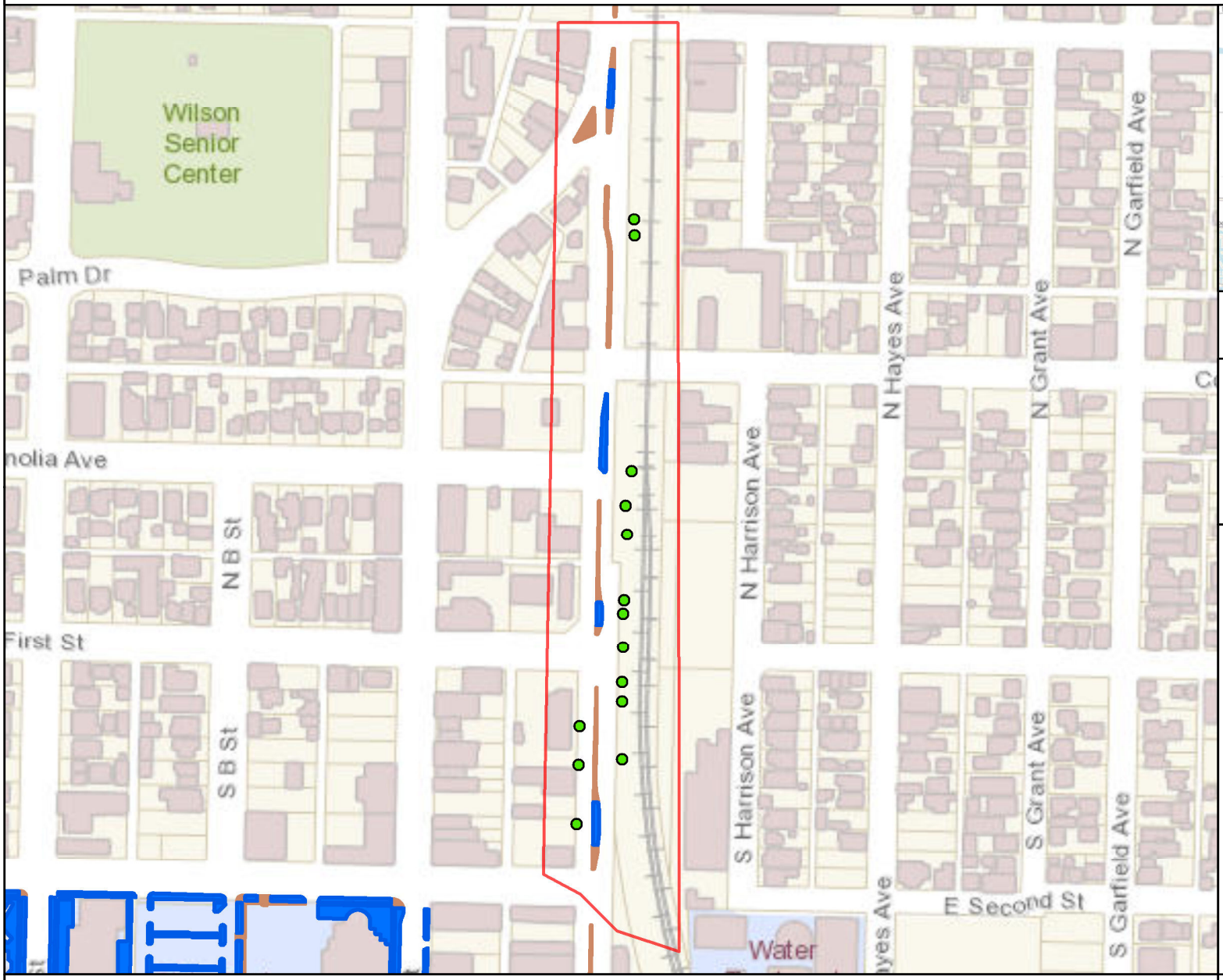
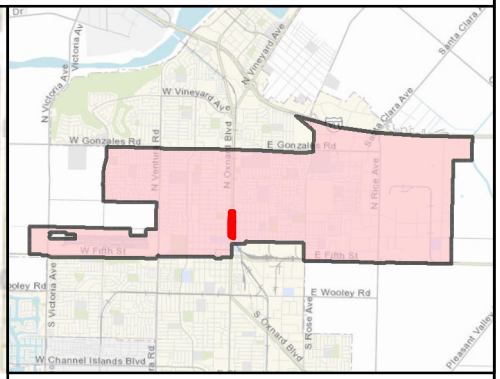
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 20 OF 49, OXNARD BLVD 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,602 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,972 SQ FT
~0.11 ACRES

PROJECT TREES:
14 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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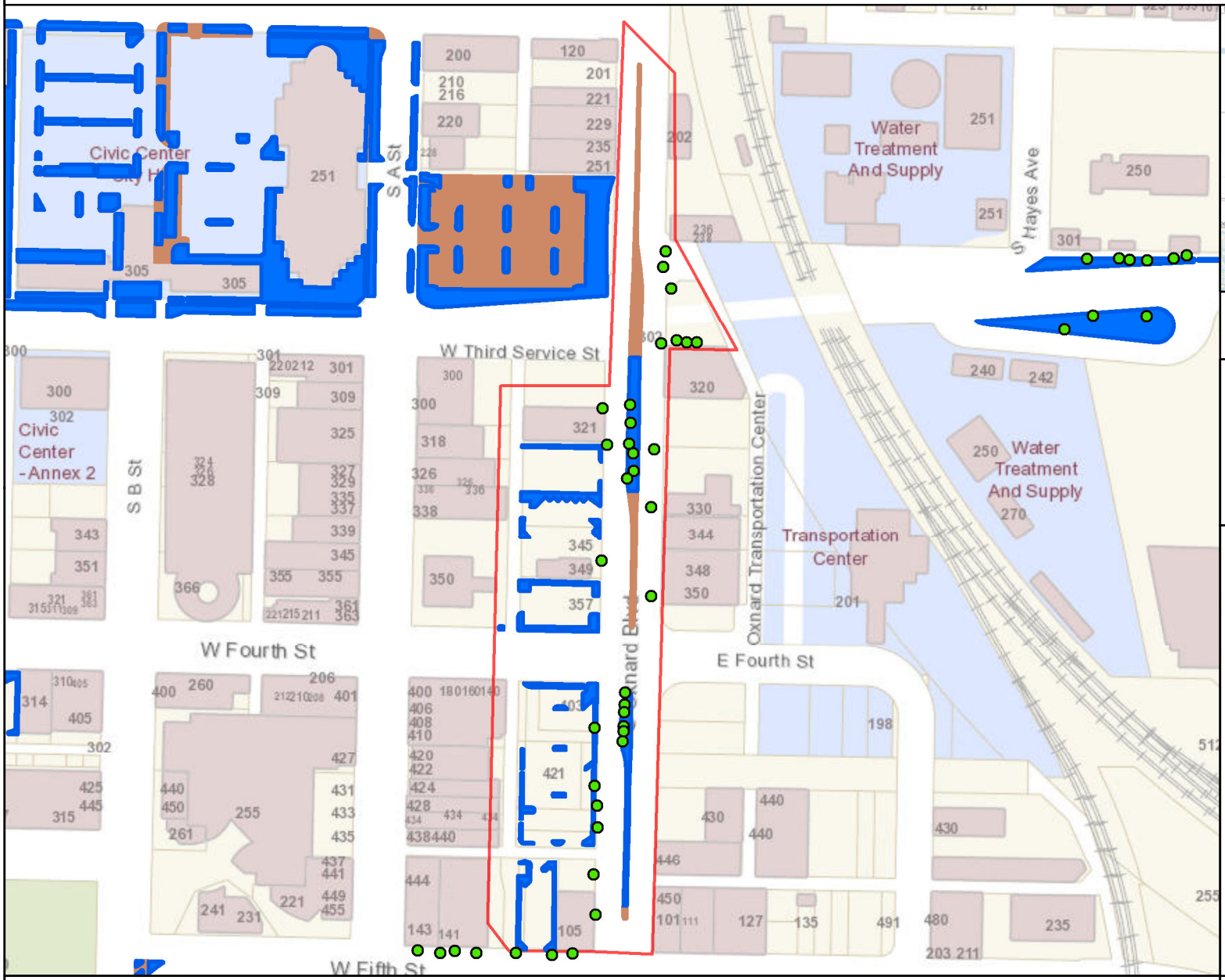
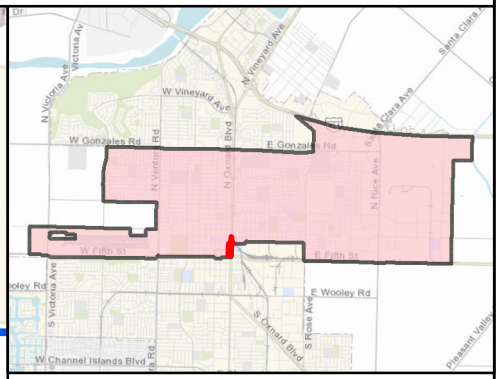
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 21 OF 49, OXNARD BLVD 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,082 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,326 SQ FT
~0.1 ACRES

PROJECT TREES:
31 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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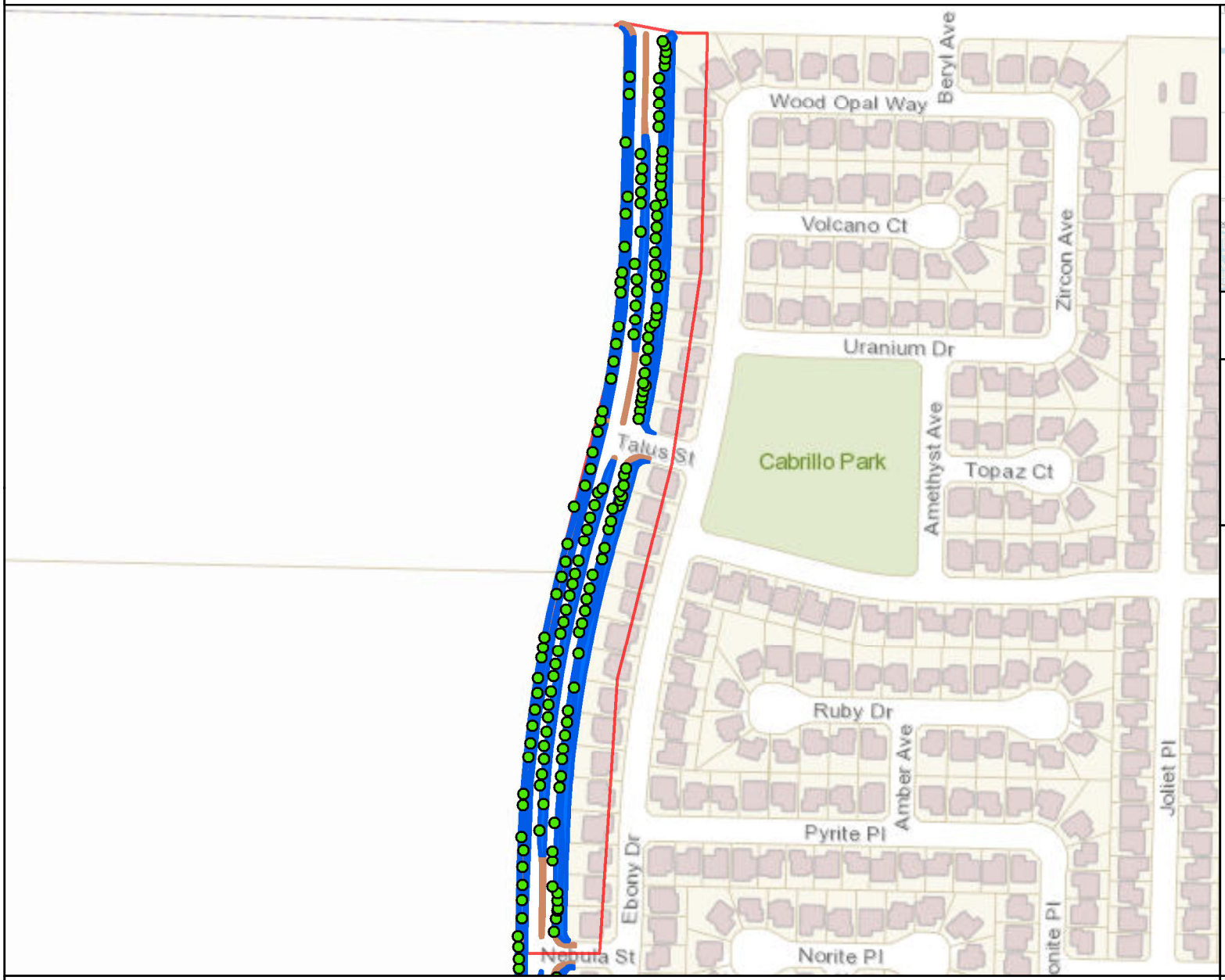
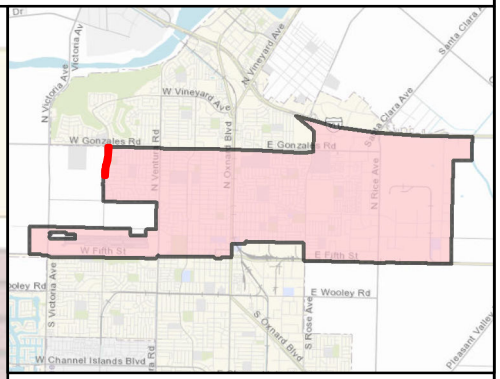
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 22 OF 49, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~98,563 SQ FT
~2.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~31,015 SQ FT
~0.71 ACRES

PROJECT TREES:
159 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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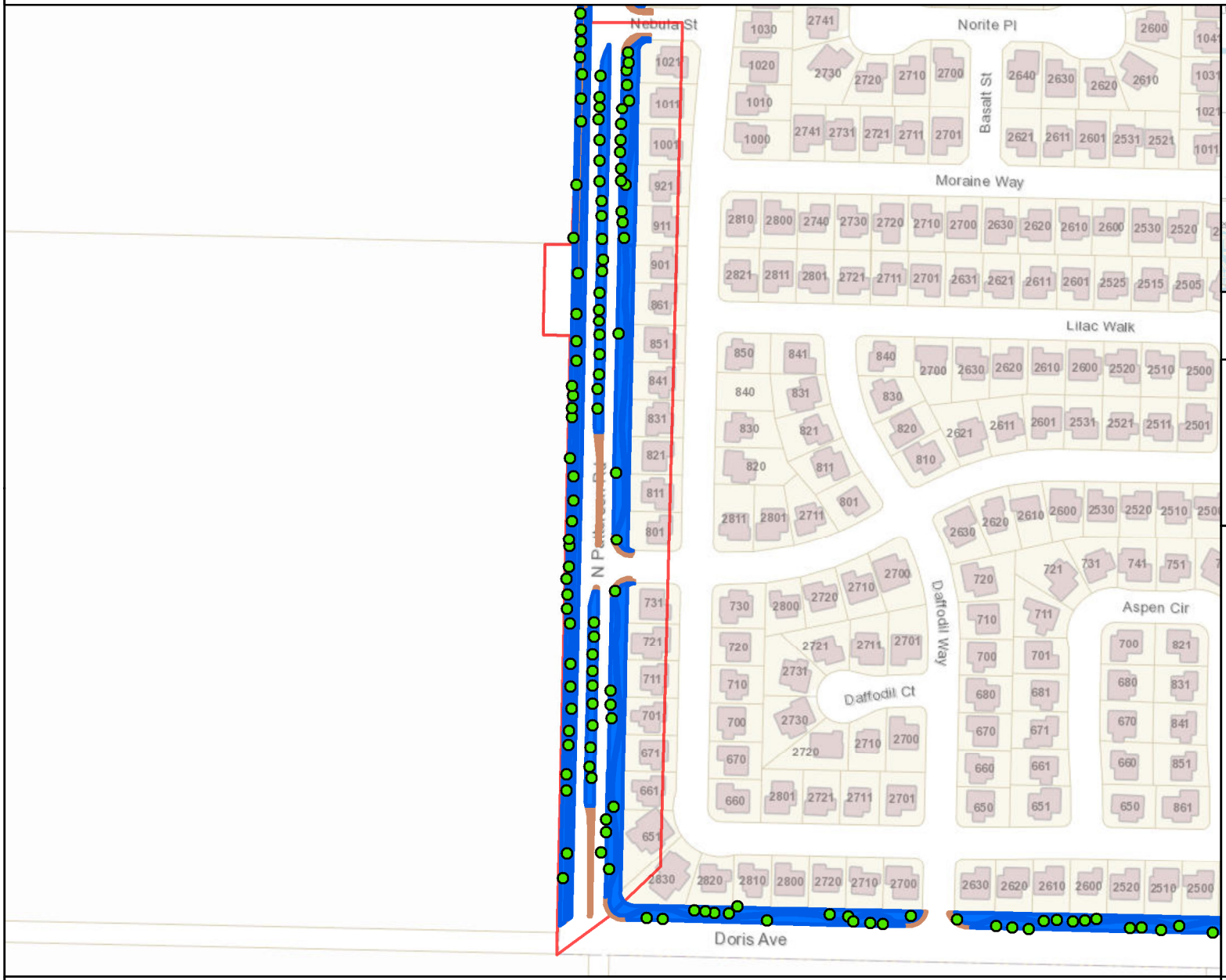
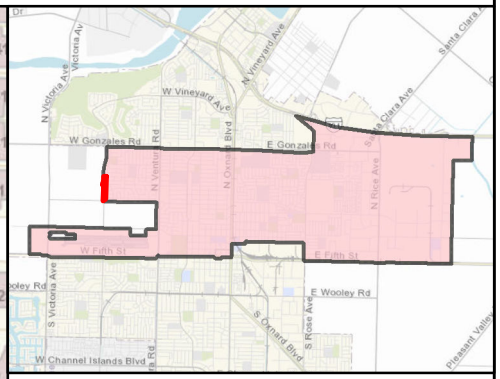
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 23 OF 49, PATTERSON RD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~77,916 SQ FT
~1.79 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,204 SQ FT
~0.56 ACRES

PROJECT TREES:
93 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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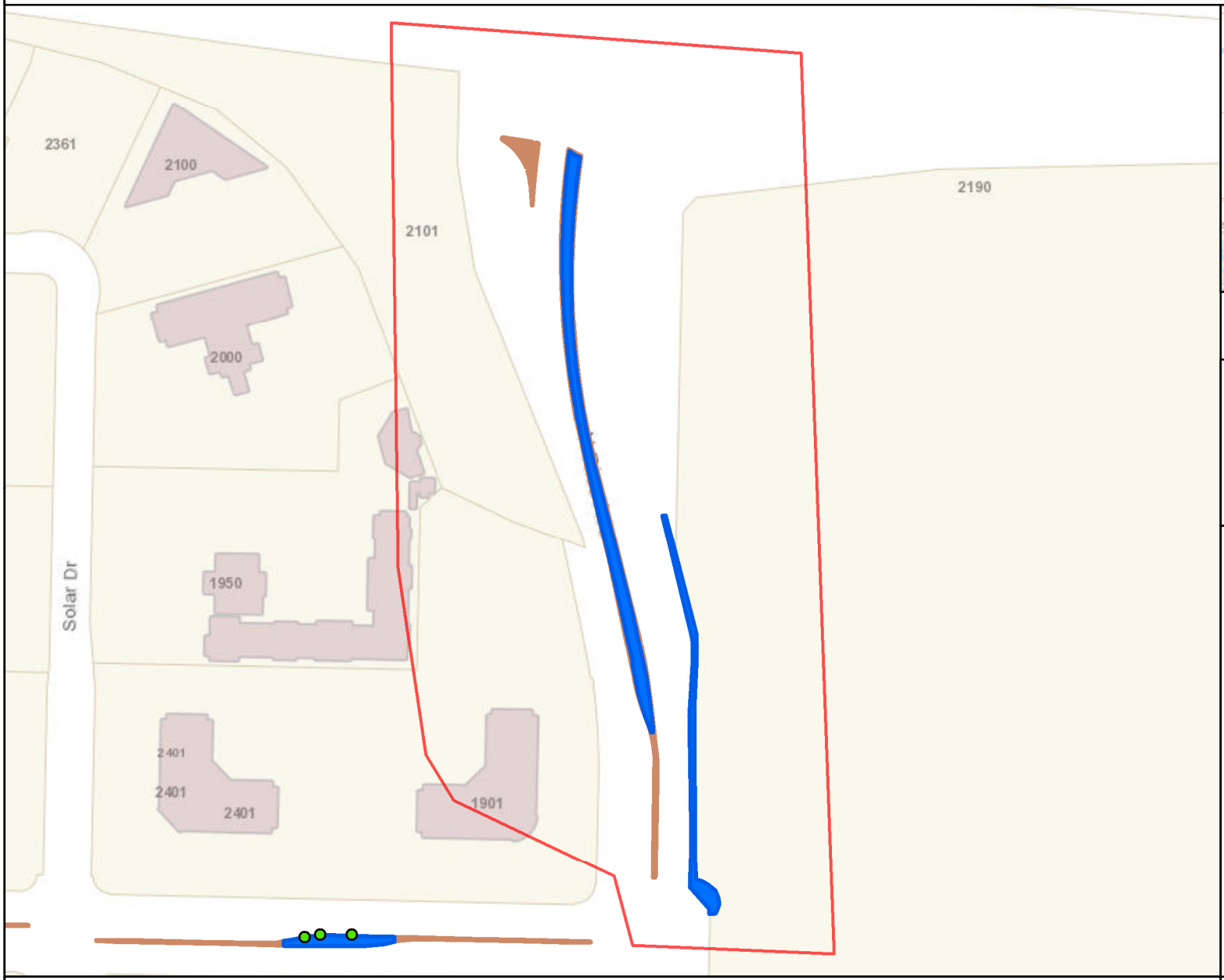
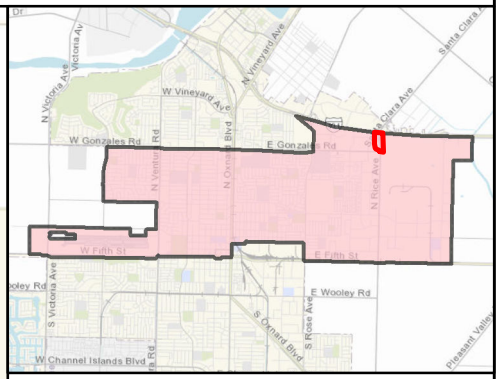
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 24 OF 49, RICE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,840 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,142 SQ FT
~0.14 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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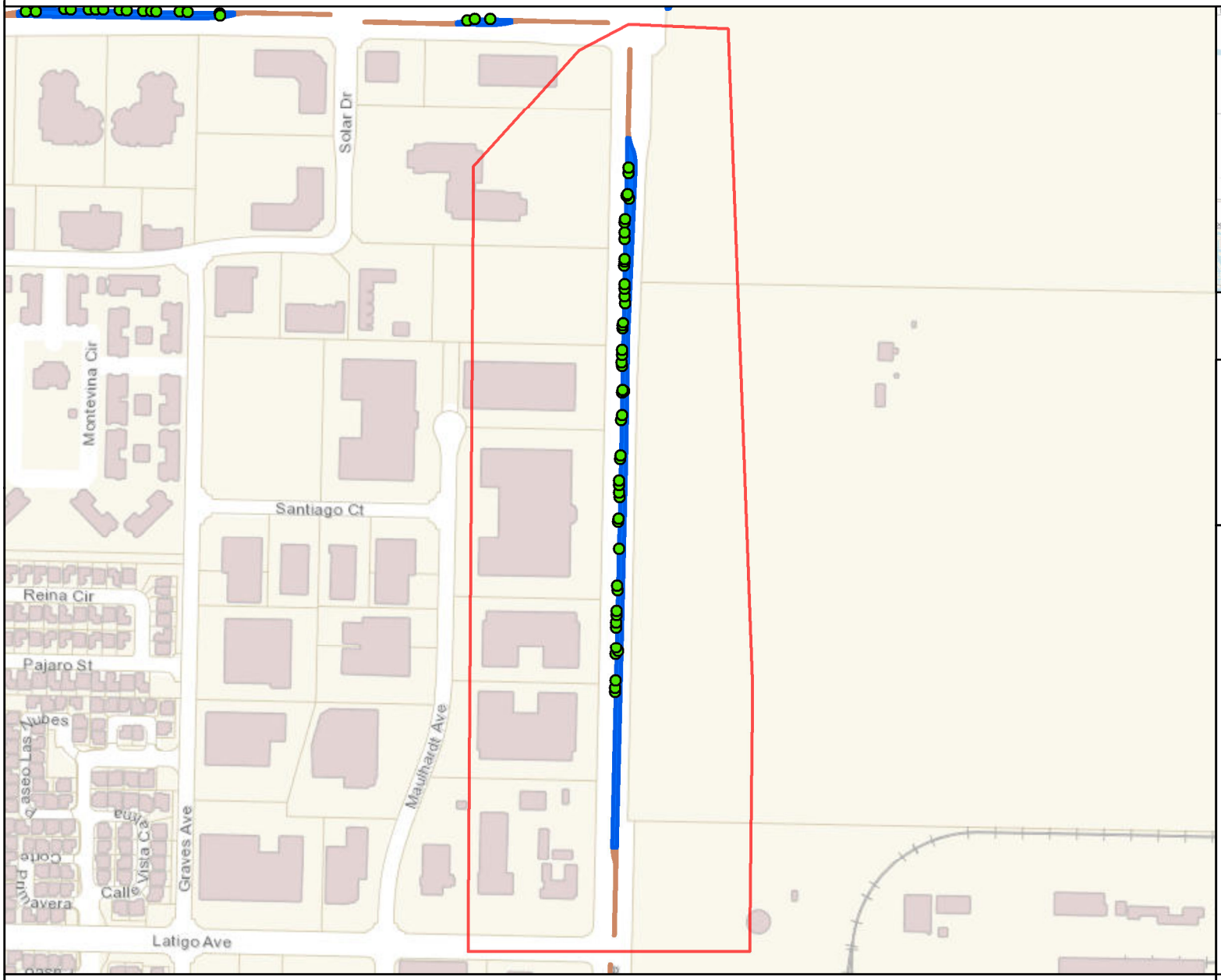
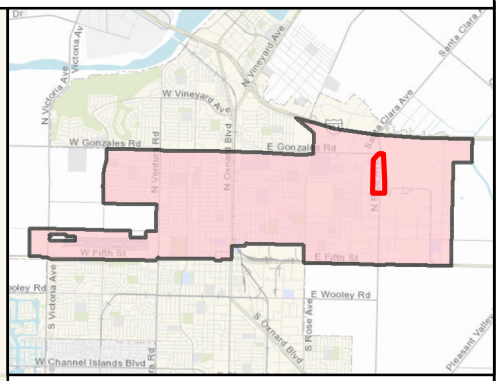
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 25 OF 49, RICE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,542 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,603 SQ FT
~0.06 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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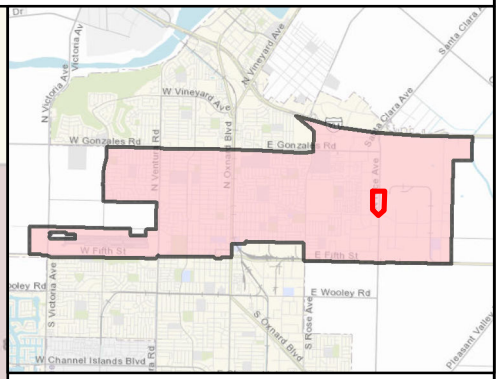
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 26 OF 49, RICE 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,941 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,484 SQ FT
~0.13 ACRES

PROJECT TREES:
16 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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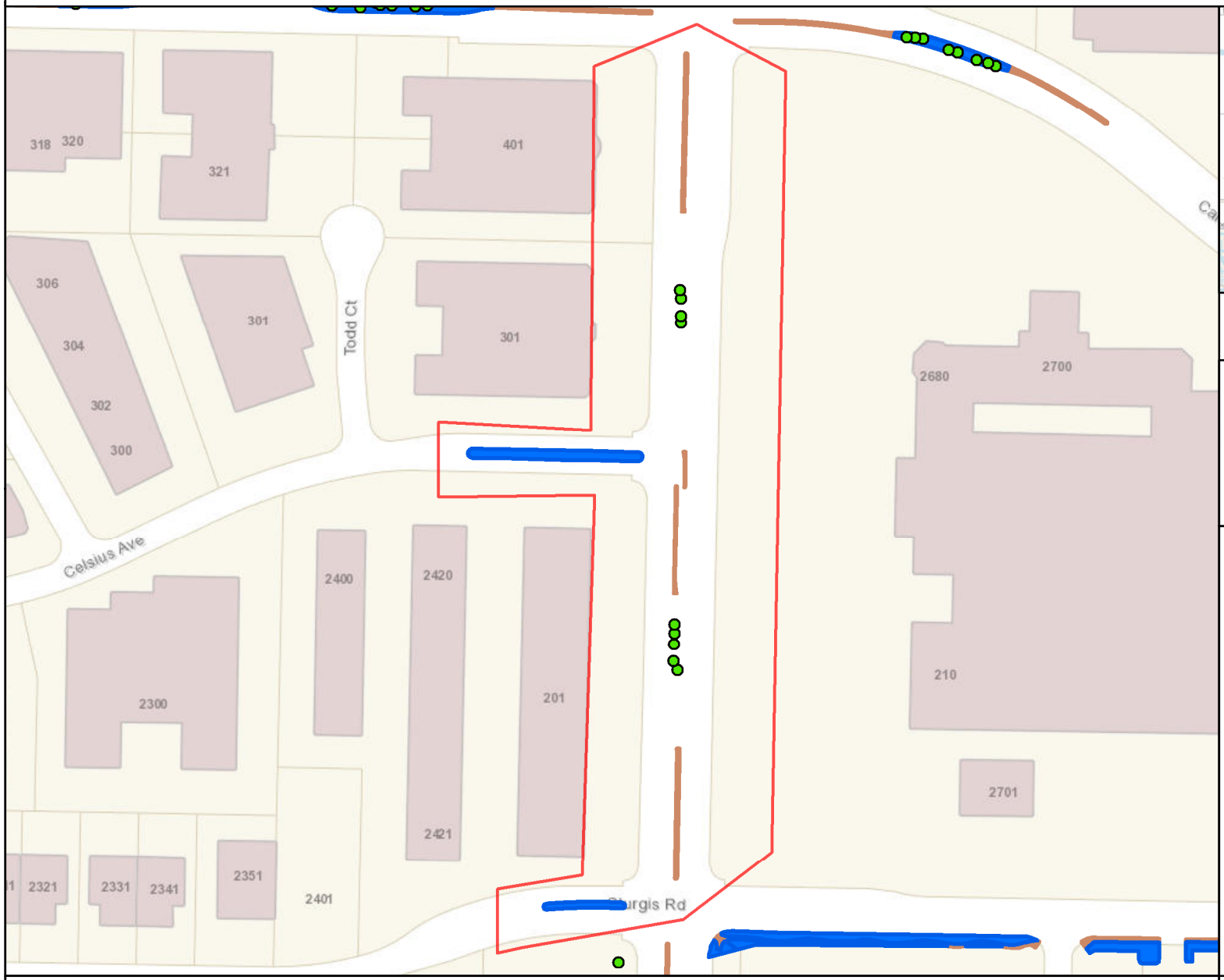
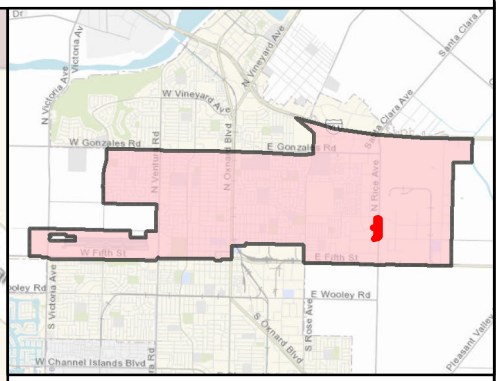
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 27 OF 49, RICE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,934 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,654 SQ FT
~0.06 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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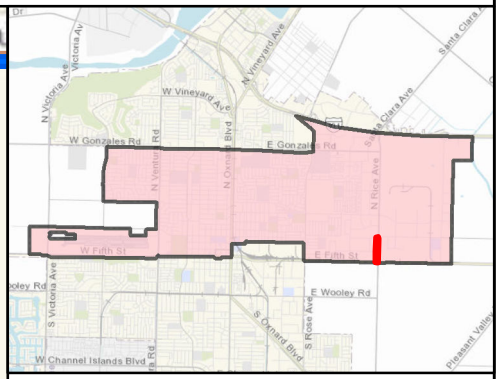
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 28 OF 49, RICE 5



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,756 SQ FT
~0.04 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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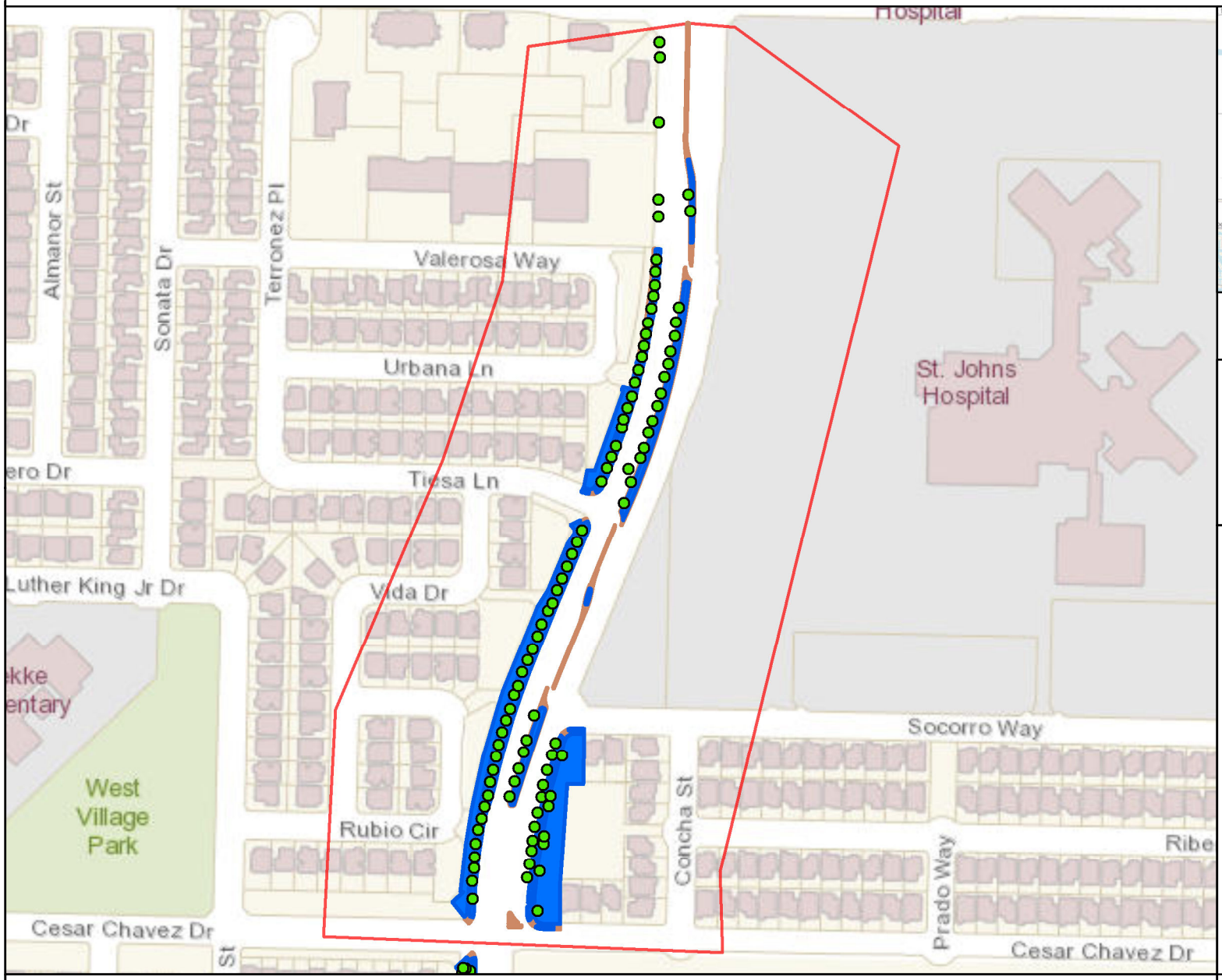
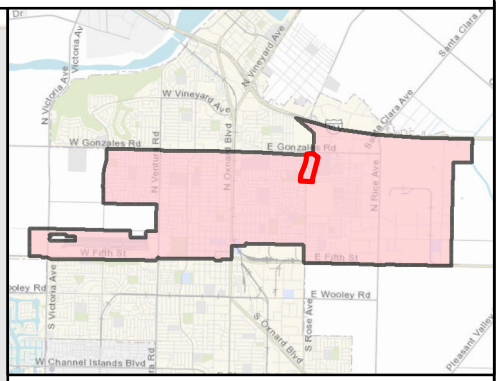
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 29 OF 49, ROSE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,883 SQ FT
~1.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,225 SQ FT
~0.42 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

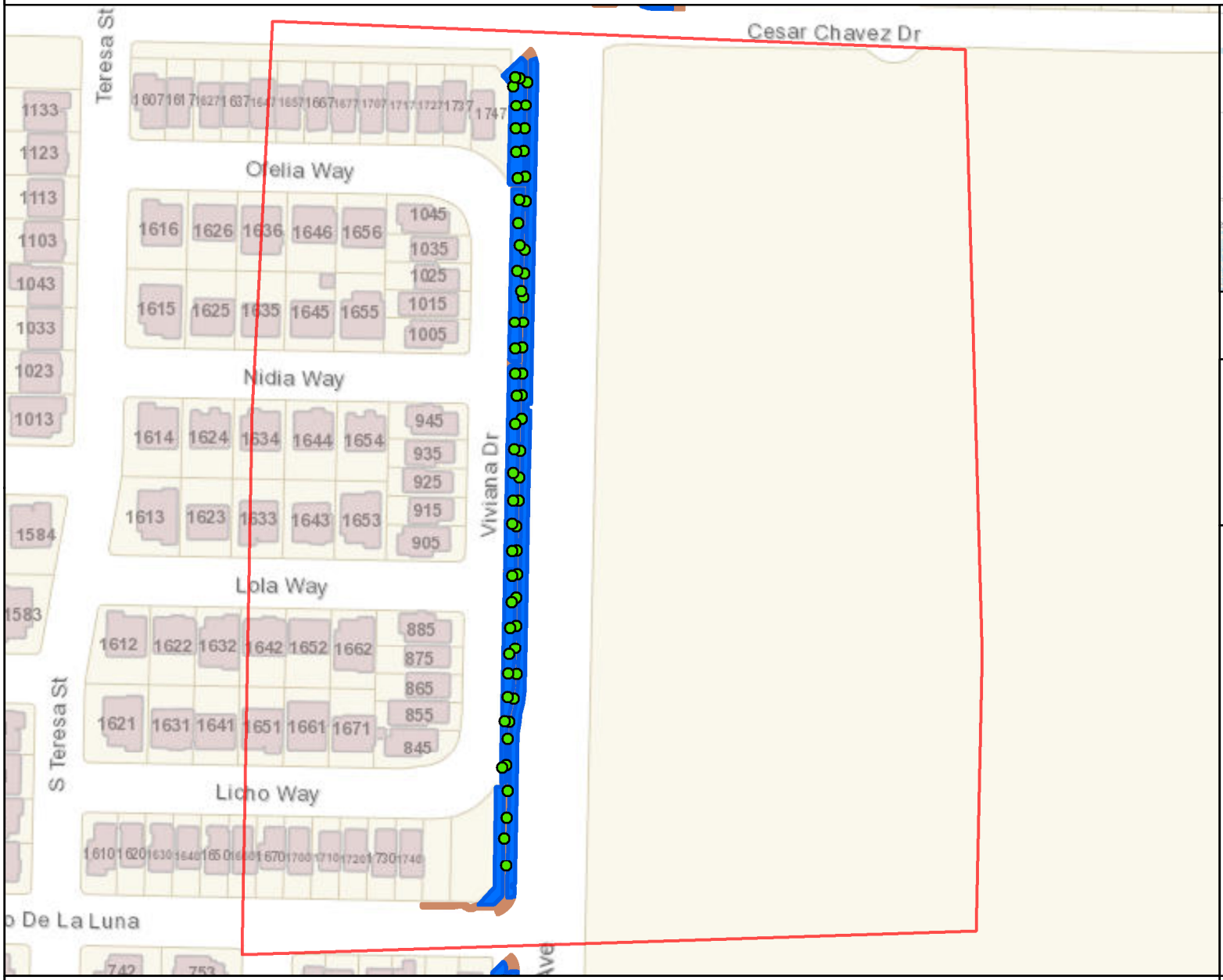
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

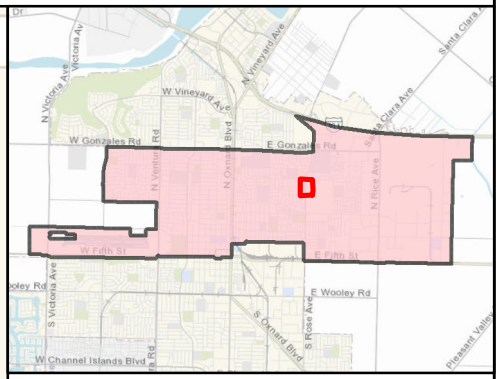
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 30 OF 49, ROSE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,323 SQ FT
~0.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,967 SQ FT
~0.16 ACRES

PROJECT TREES:
62 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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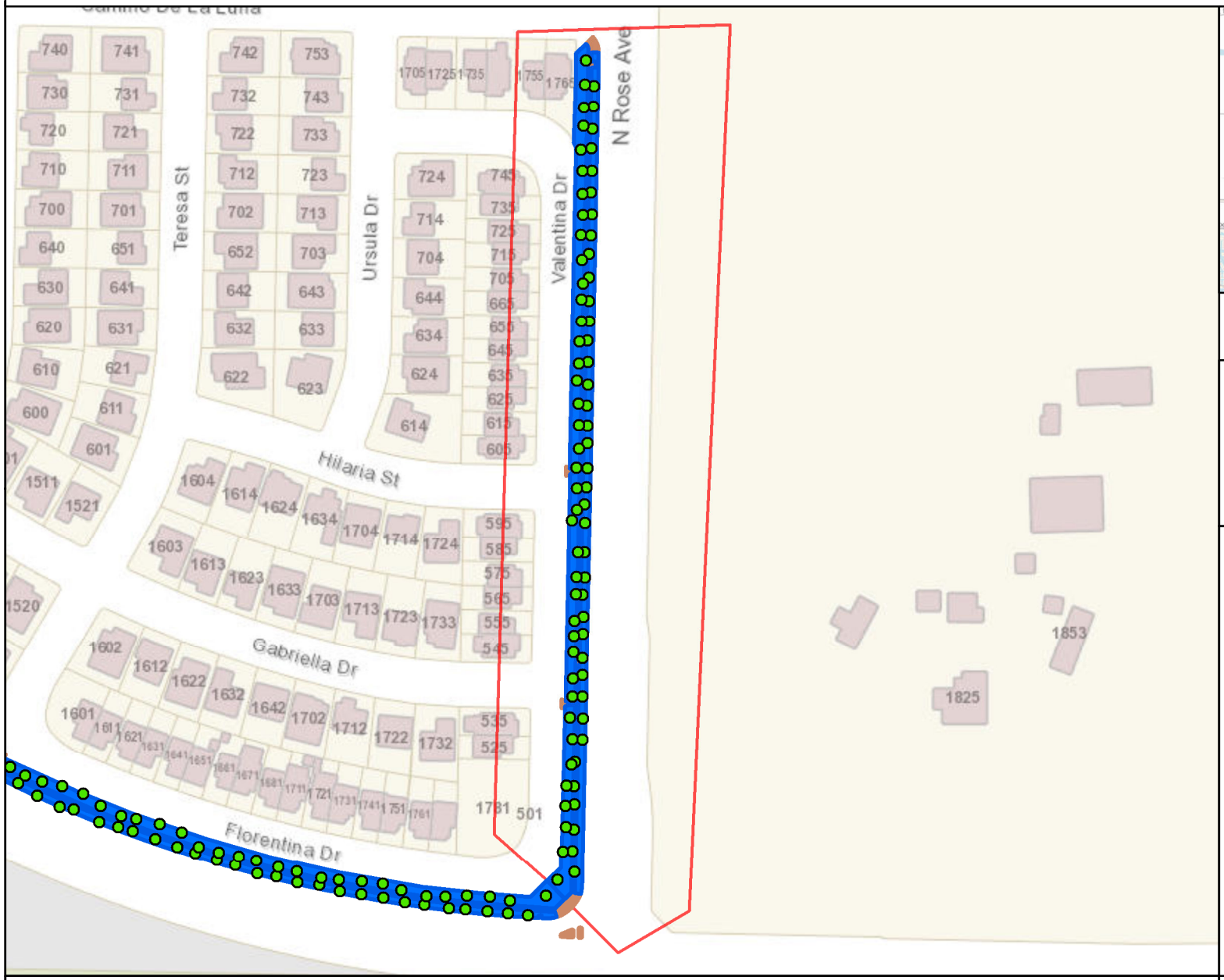
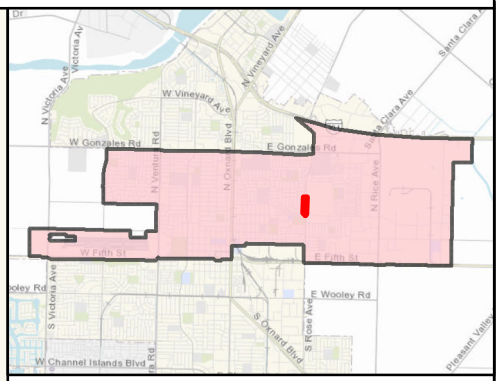
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 31 OF 49, ROSE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,416 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,796 SQ FT
~0.16 ACRES

PROJECT TREES:
77 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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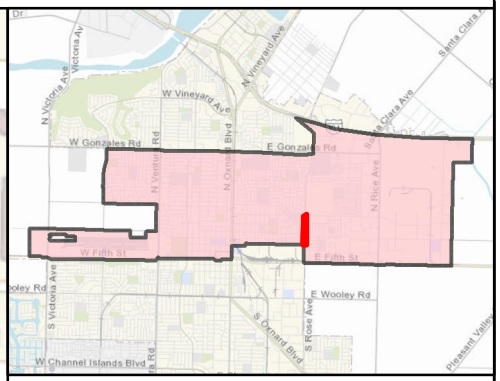
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 32 OF 49, ROSE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,828 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,548 SQ FT
~0.2 ACRES

PROJECT TREES:
56 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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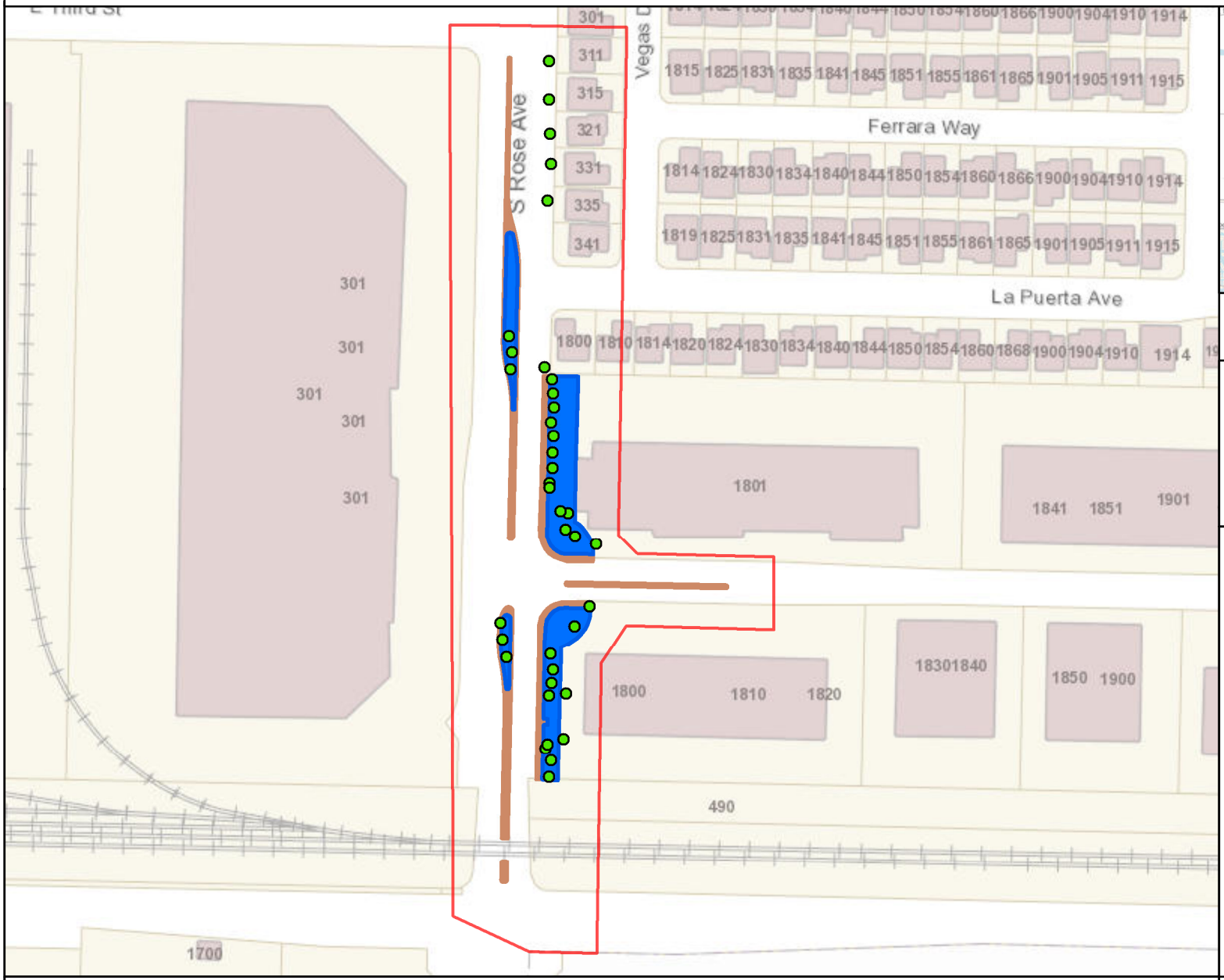
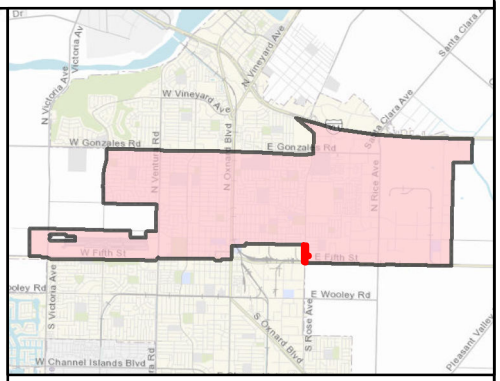
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 33 OF 49, ROSE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,805 SQ FT
~0.48 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,996 SQ FT
~0.28 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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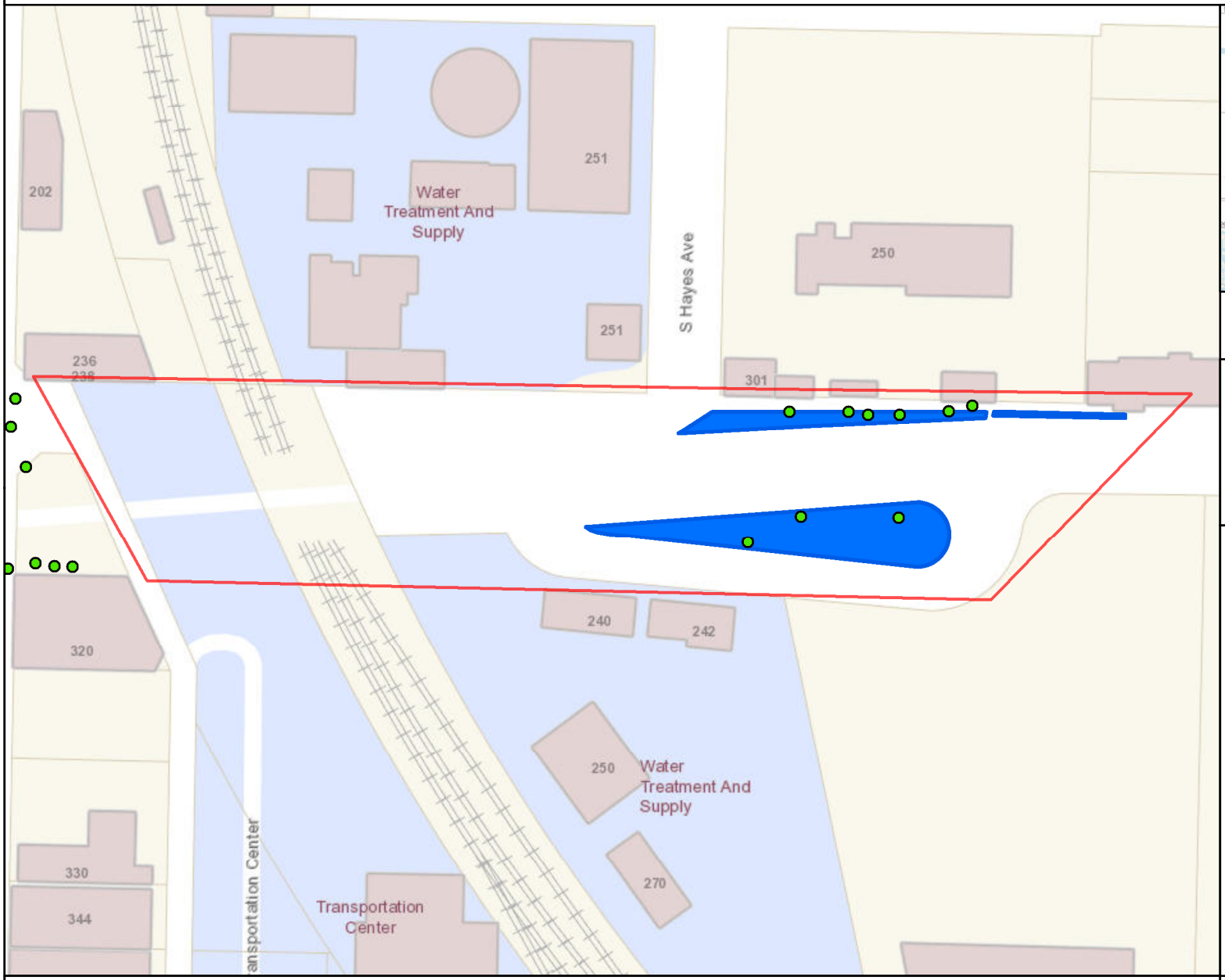
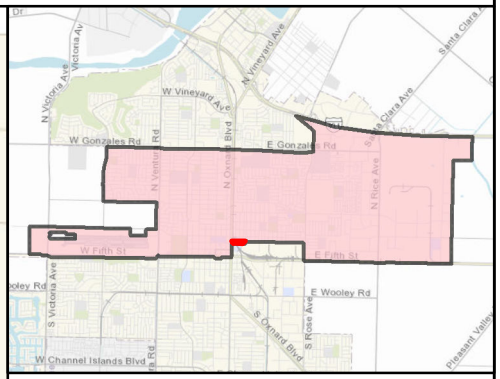
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 34 OF 49, THIRD





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~11,537 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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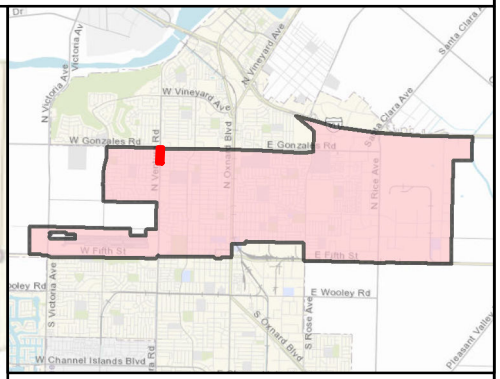
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 35 OF 49, VENTURA RD 01



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,314 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,995 SQ FT
~0.11 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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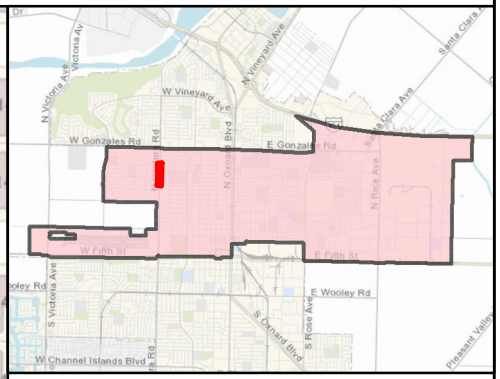
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 36 OF 49, VENTURA RD 02



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~36,645 SQ FT
~0.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,366 SQ FT
~0.1 ACRES

PROJECT TREES:
82 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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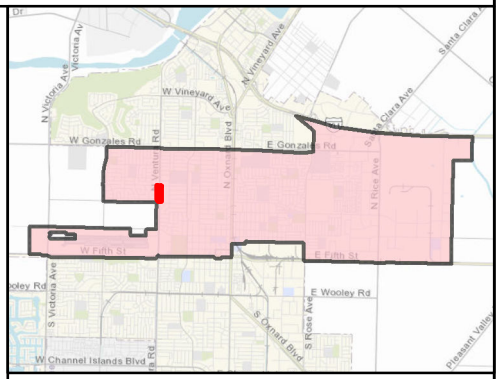
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 37 OF 49, VENTURA RD 03



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,795 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,283 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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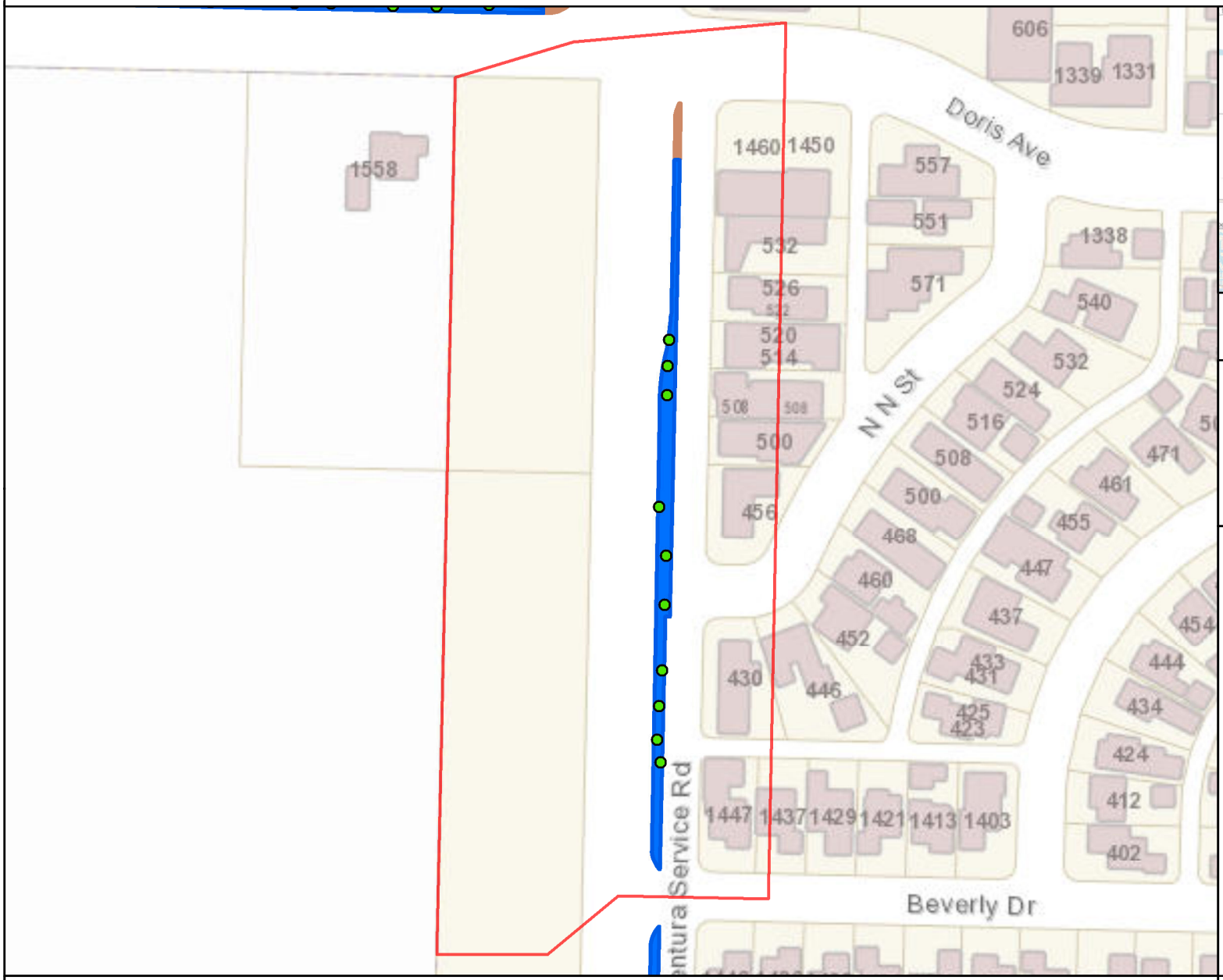
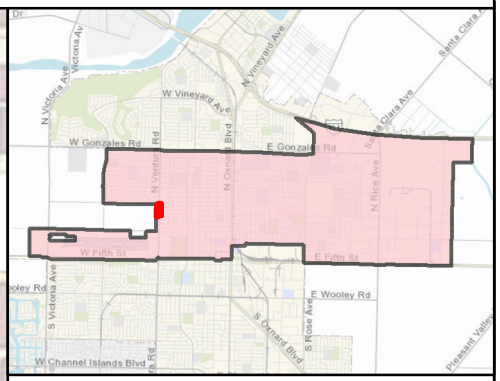
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 38 OF 49, VENTURA RD 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,501 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~314 SQ FT
~0.01 ACRES

PROJECT TREES:
10 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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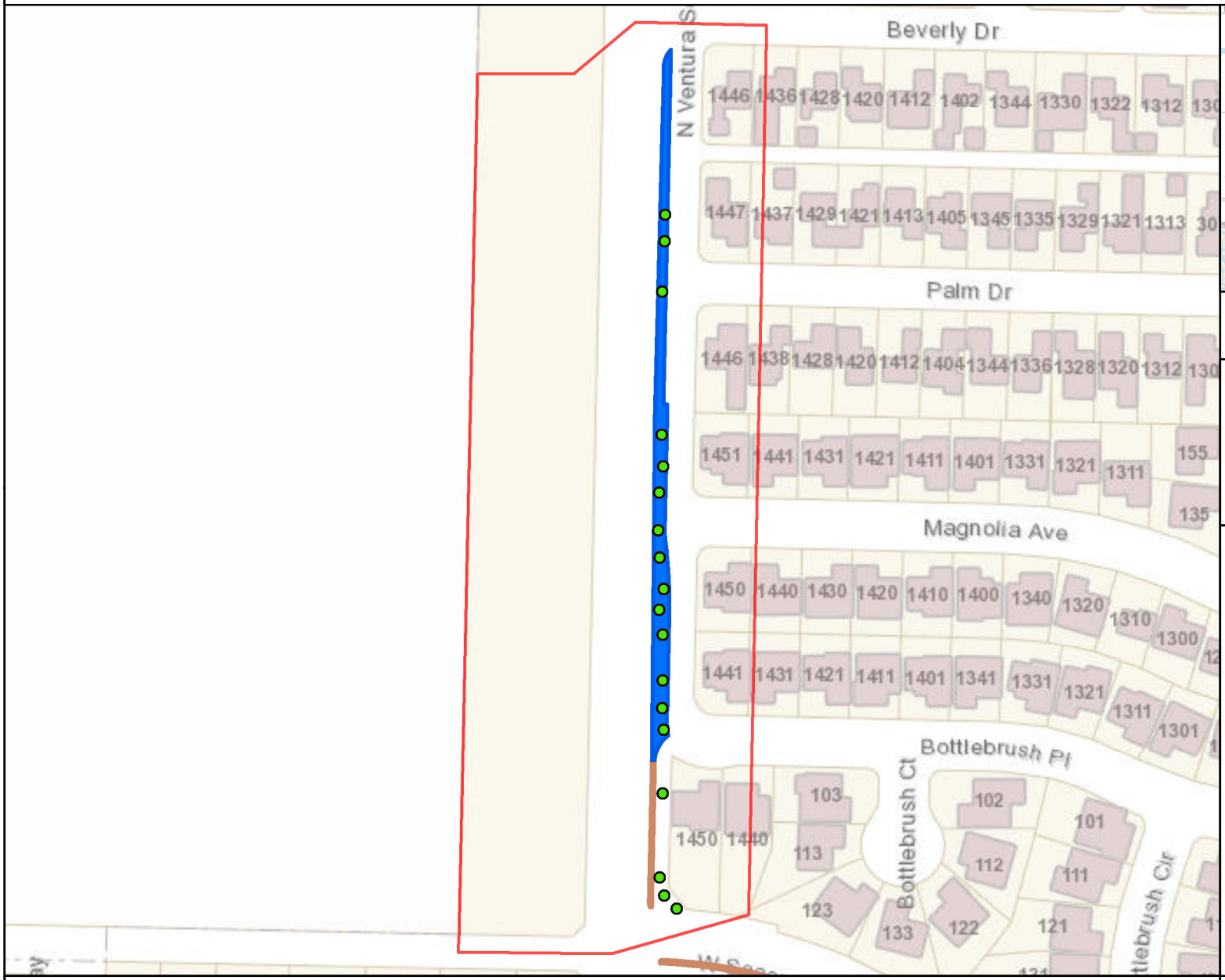
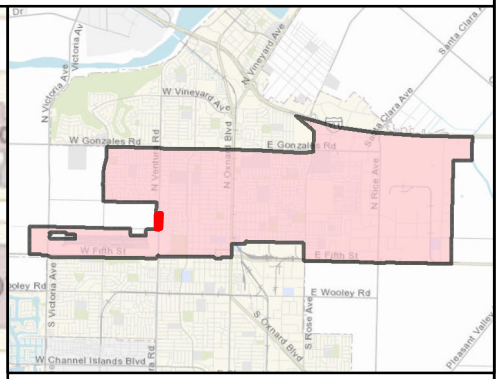
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 39 OF 49, VENTURA RD 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,560 SQ FT
~0.24 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~662 SQ FT
~0.02 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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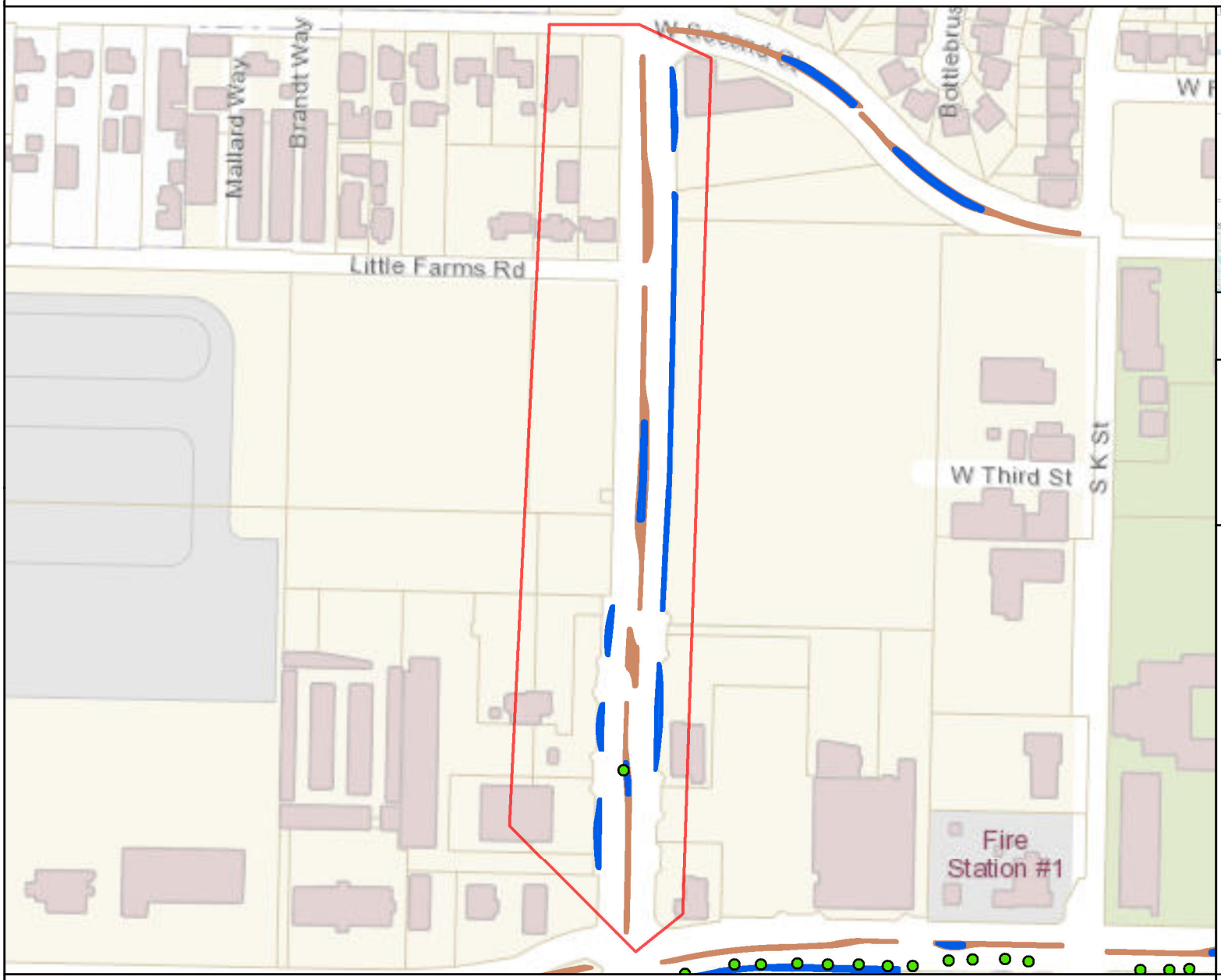
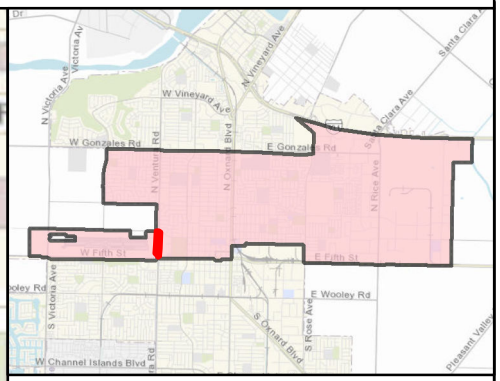
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 40 OF 49, VENTURA RD 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,917 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,612 SQ FT
~0.24 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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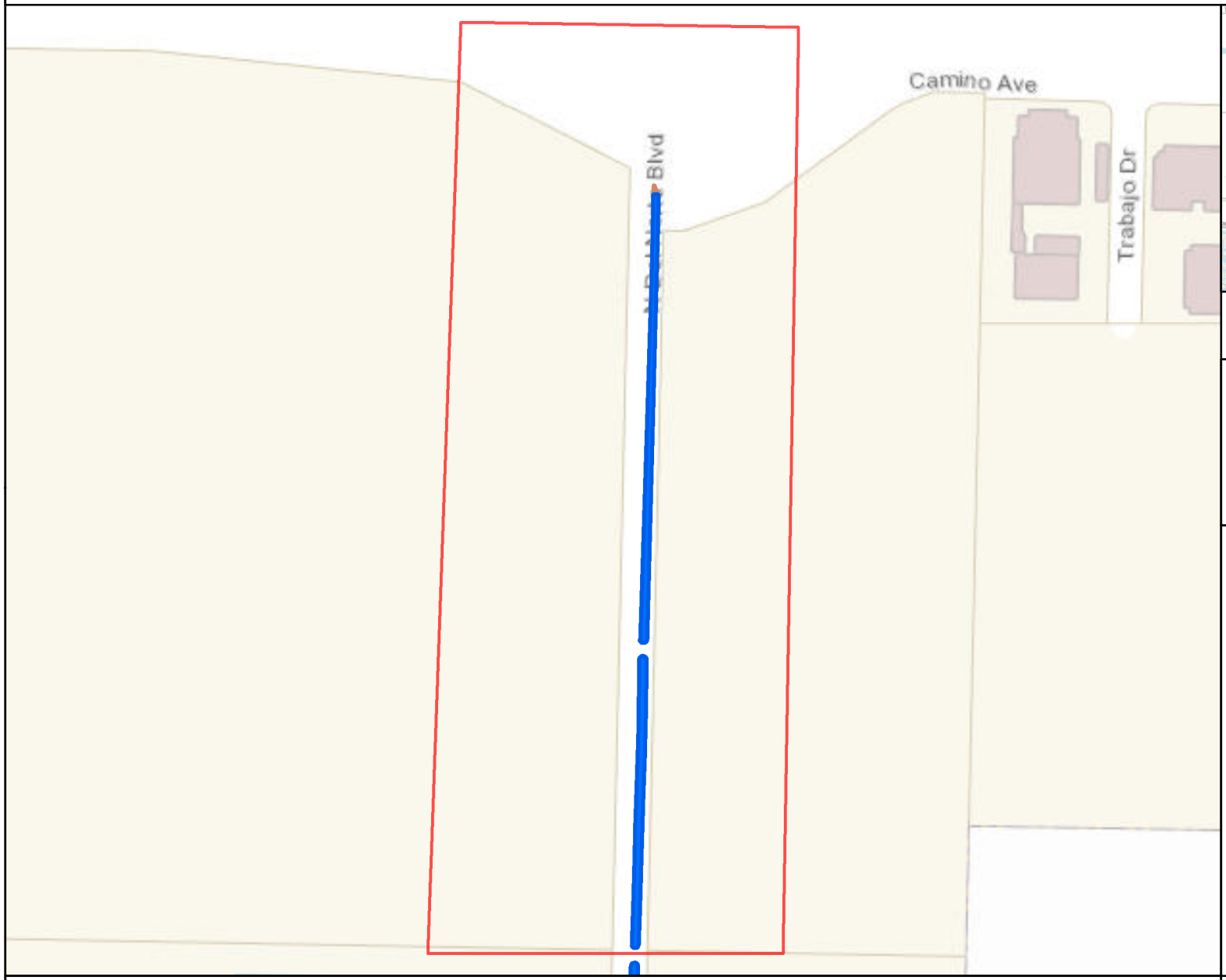
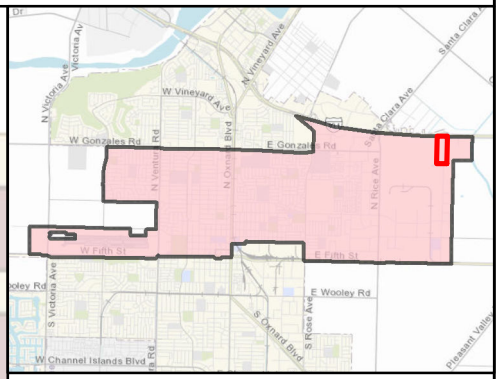
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 41 OF 49, DEL NORTE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~22,459 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~112 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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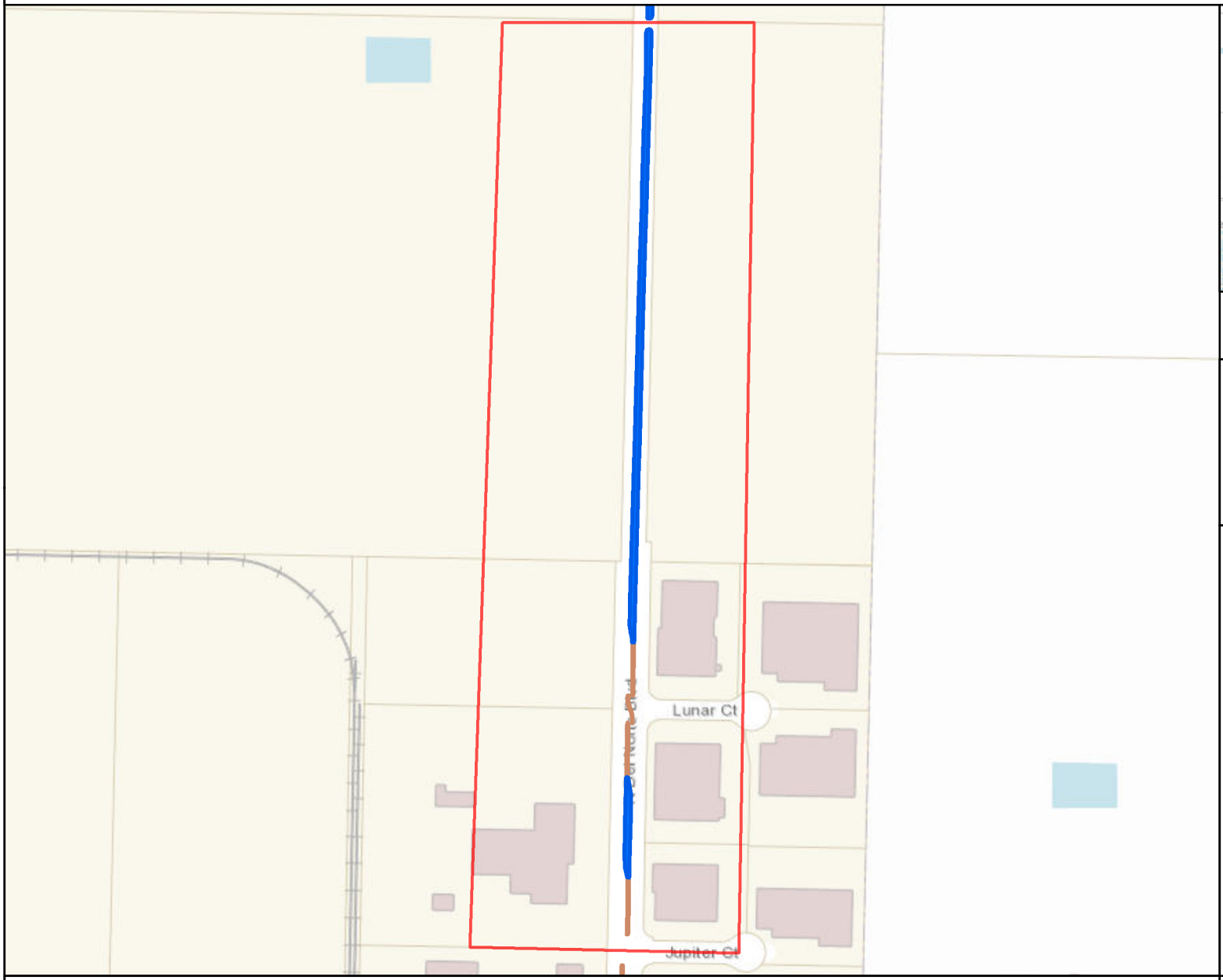
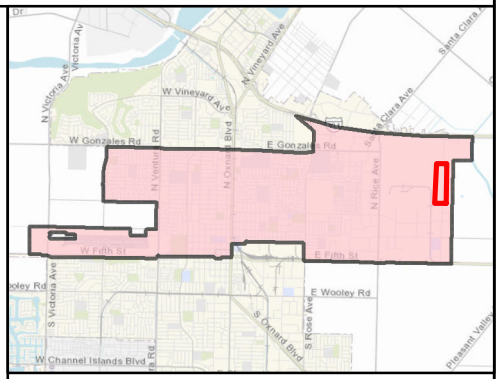
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 42 OF 49, DEL NORTE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,174 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,431 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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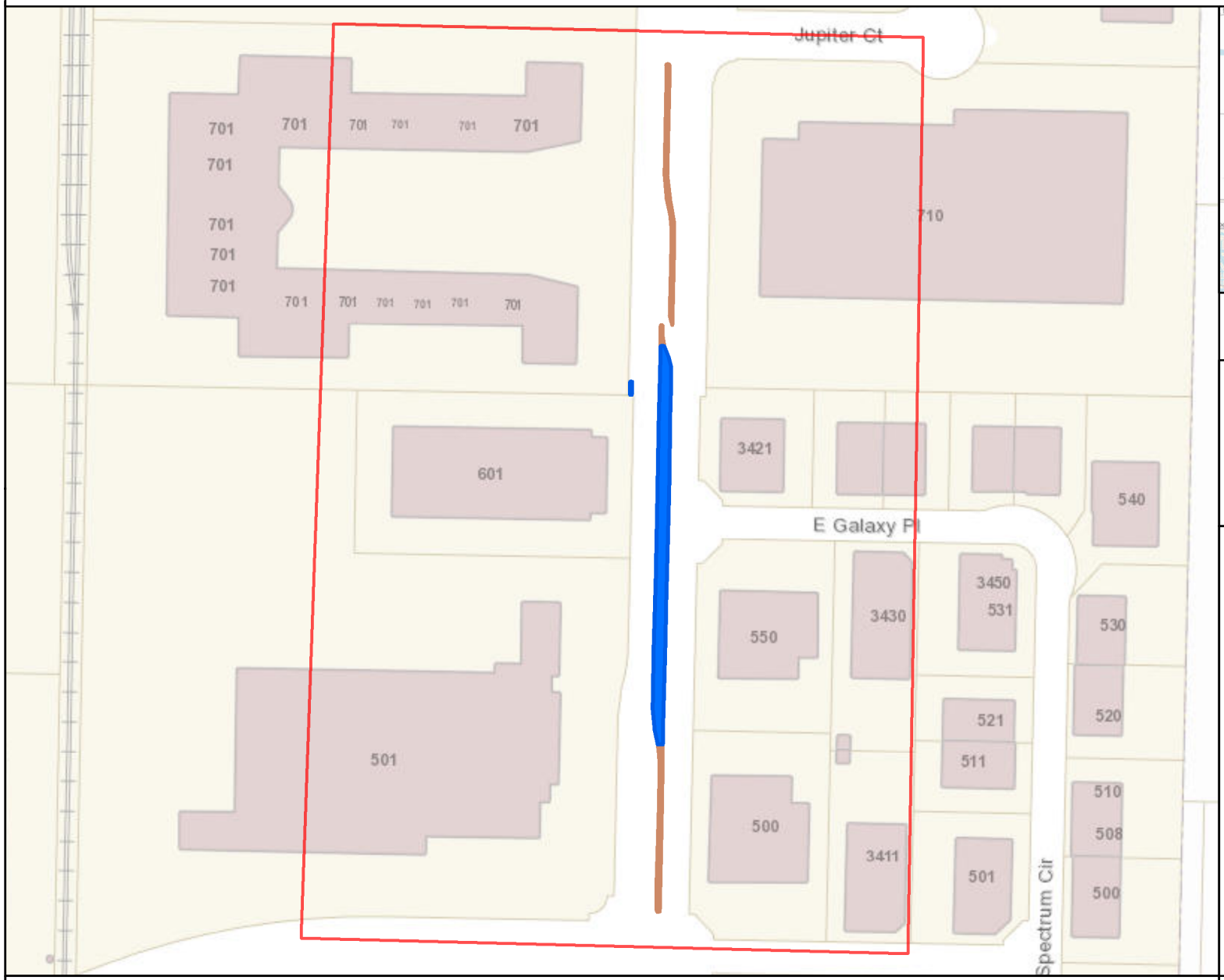
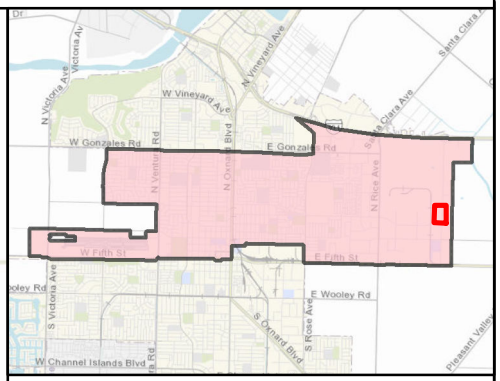
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 43 OF 49, DEL NORTE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,462 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,566 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

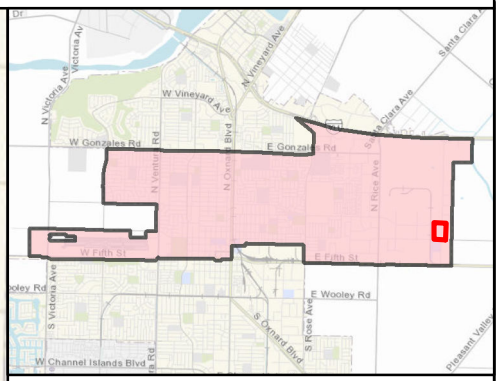
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 44 OF 49, DEL NORTE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,227 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,143 SQ FT
~0.07 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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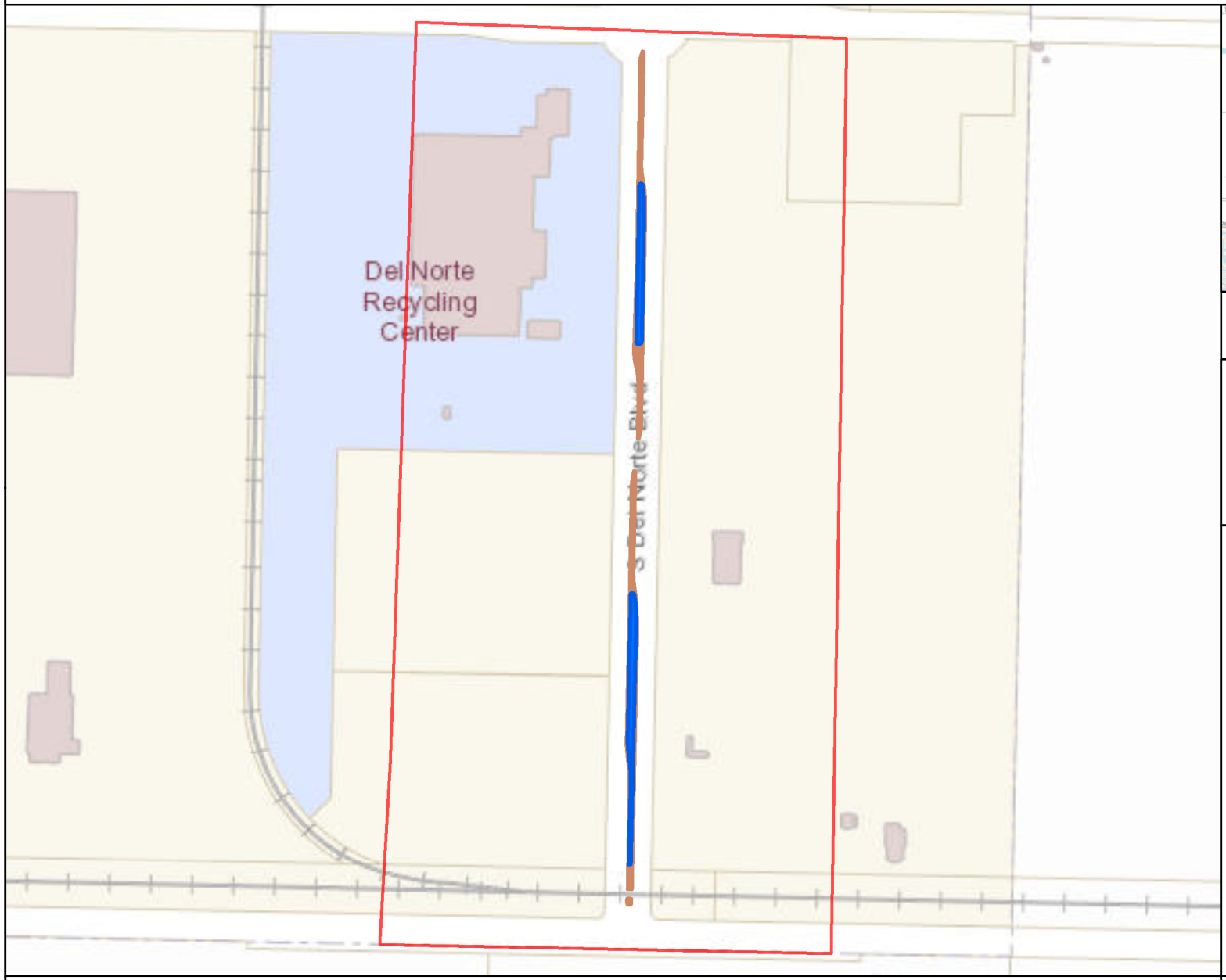
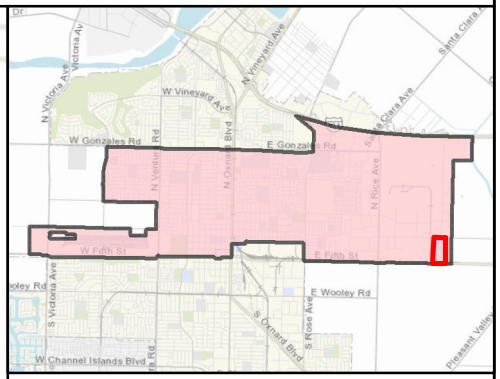
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 45 OF 49, DEL NORTE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~8,125 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~9,224 SQ FT
~0.21 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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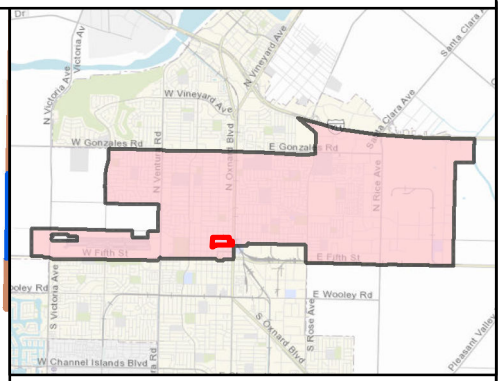
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 46 OF 49, CIVIC CENTER



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,764 SQ FT
~2.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~56,944 SQ FT
~1.31 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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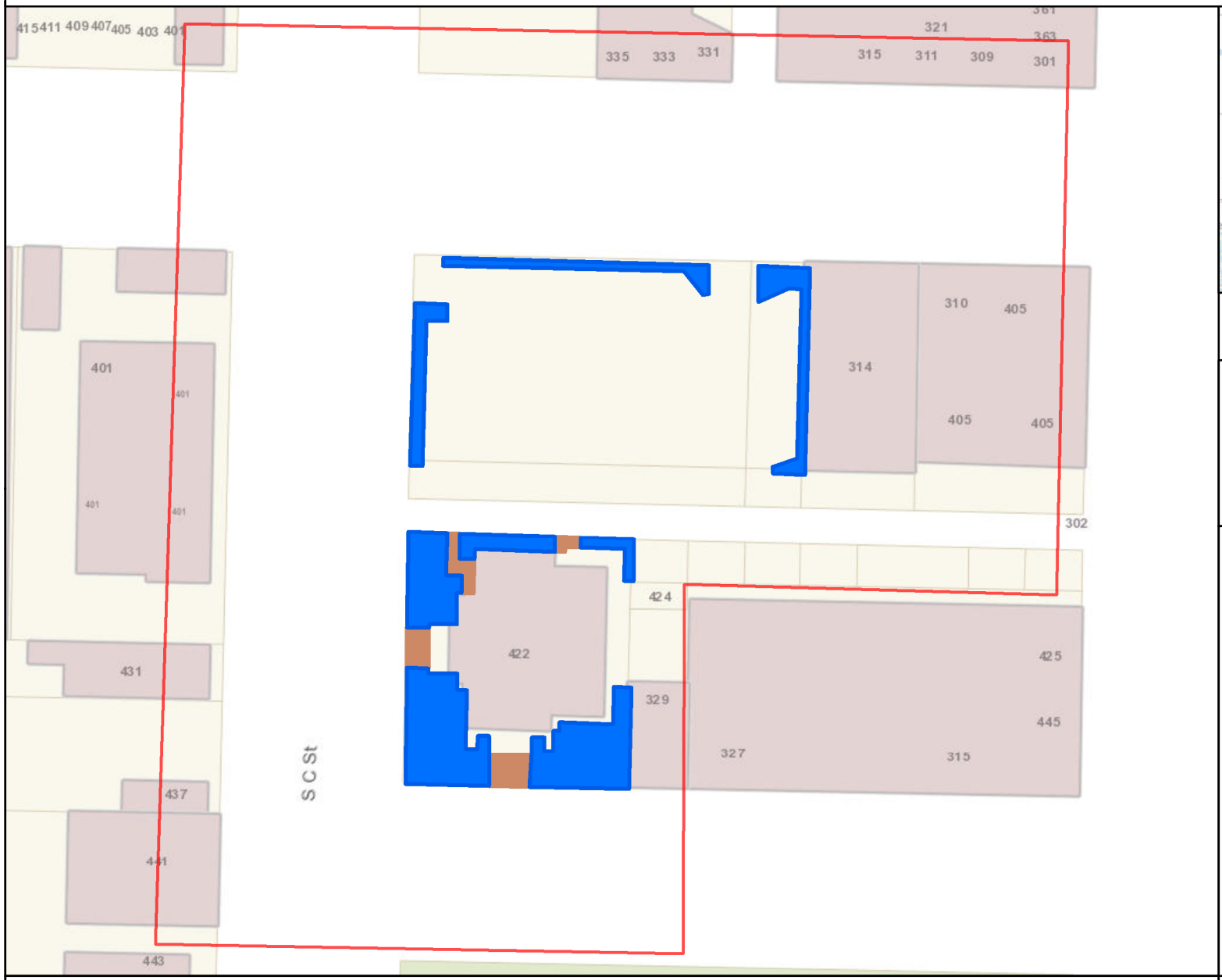
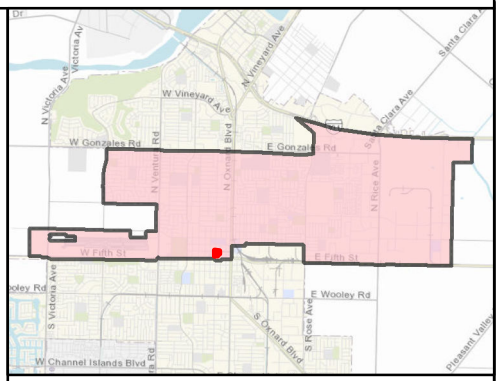
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 47 OF 49, CARNEGIE





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,674 SQ FT
~0.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~700 SQ FT
~0.02 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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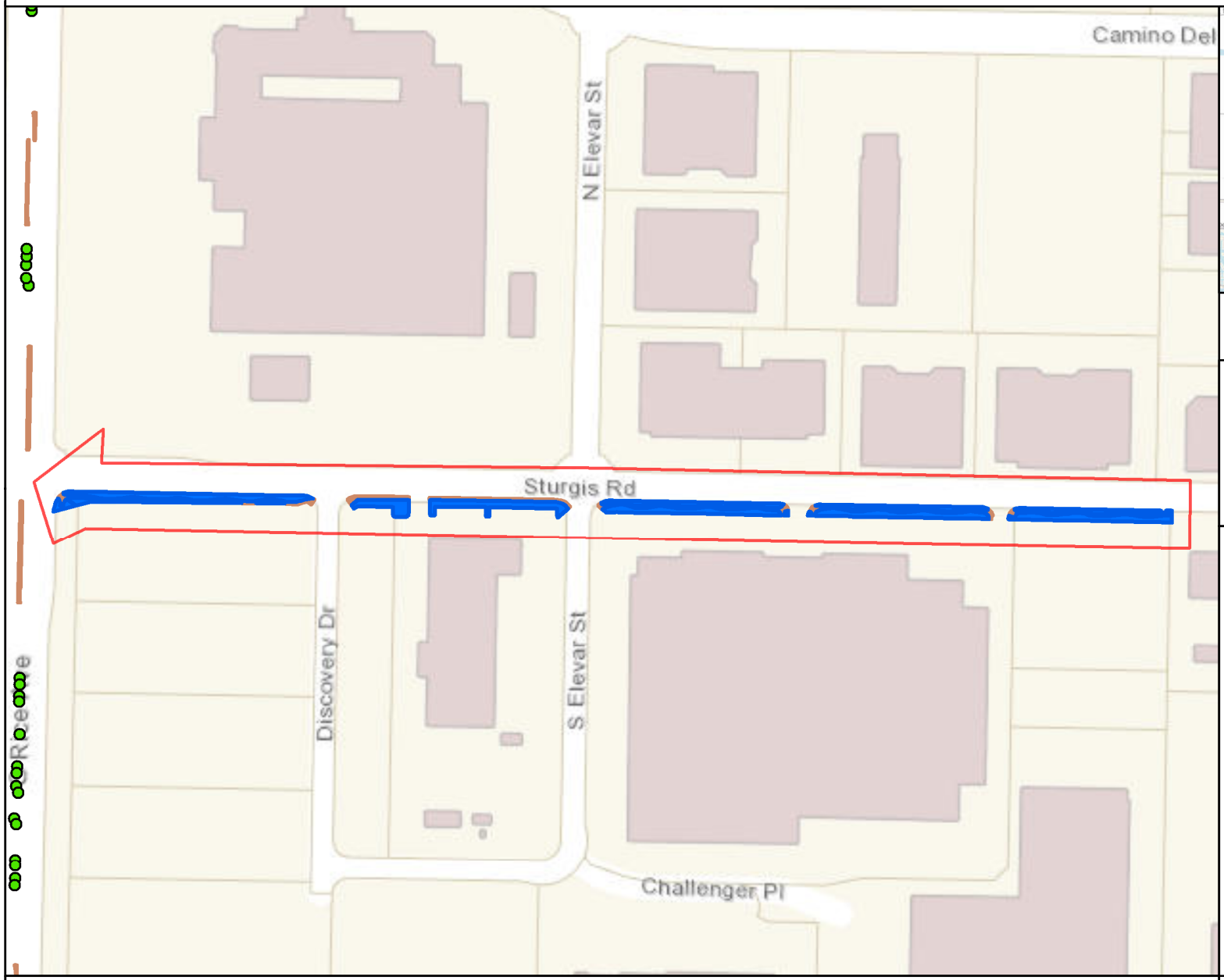
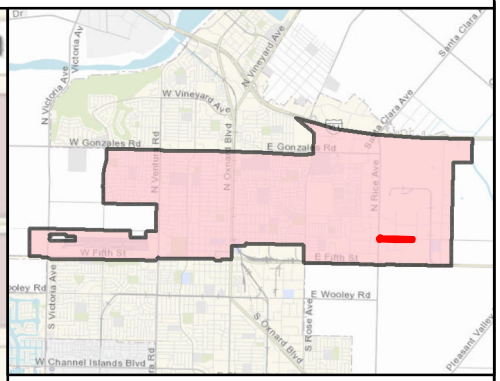
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 48 OF 49, STURGIS 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~38,183 SQ FT
~0.88 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,904 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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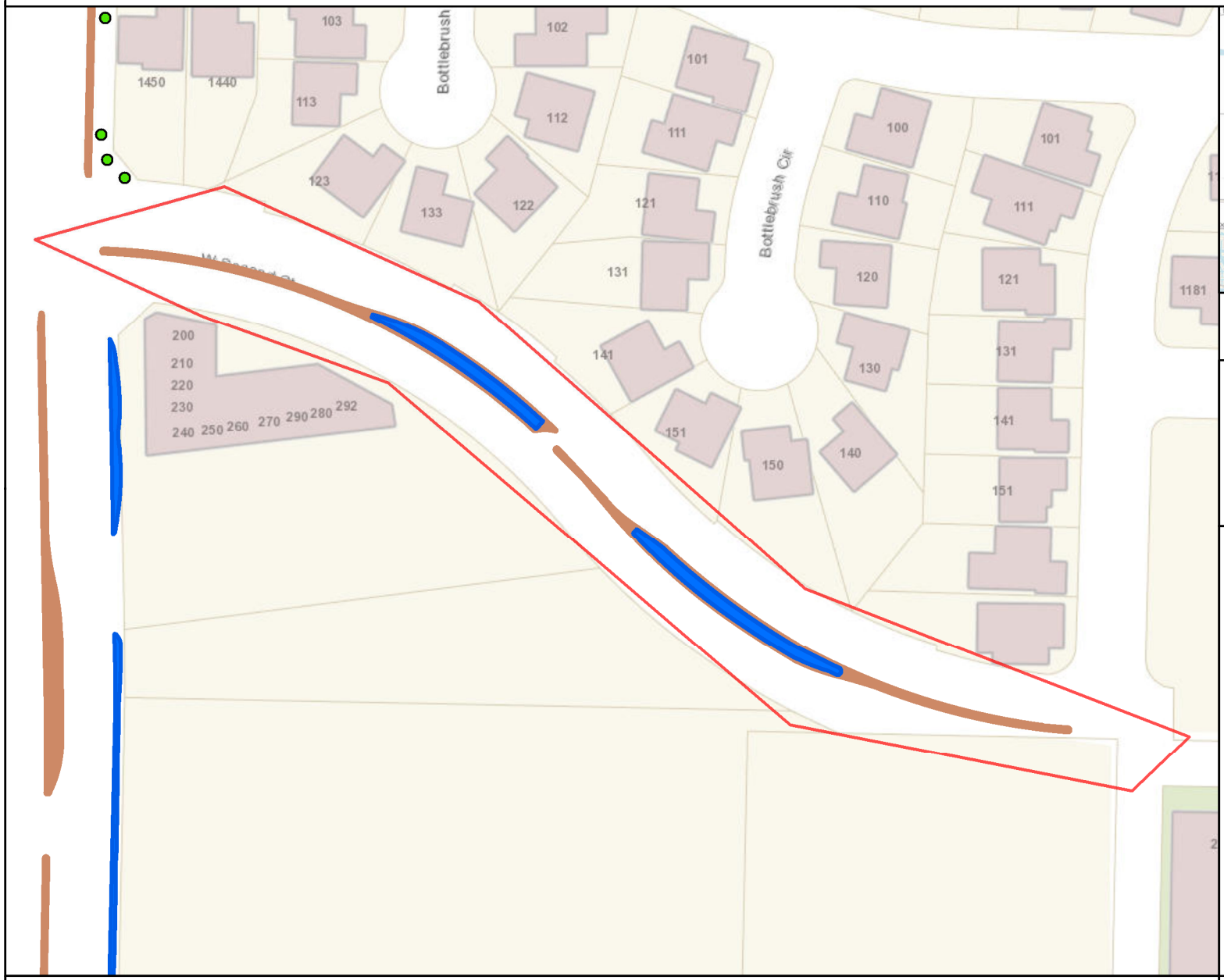
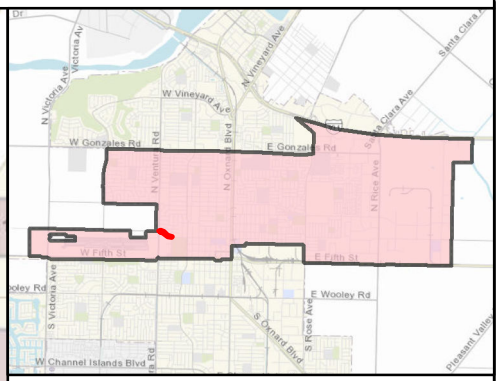
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 49 OF 49, W SECOND ST





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,358 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,580 SQ FT
~0.11 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Tree Maintenance Service, Inc

(3) Services: Arterial Tree Pruning throughout Region 3

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2022

(6) Total Agreement Amount: $201,025.00

(7) City's Project Manager: Kevin Thompson, Parks Manager

(8) Vendor's Project Manager: Tenley Garcia Hernandez

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?
☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

2102 Hughes Drive
Oxnard, CA 93033
Attn: Tenley Garcia Hernandez, Secretary

FOR CITY:

300 W. Third Street
Oxnard, CA 93030
Attn: Kevin Thompson, Parks Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

- Scope of Services Exhibit
- Rates and Costs Exhibit
- Schedule of Services Exhibit
- Living Wage Policy Exhibit
- Prevailing Wages Exhibit
- Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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. If either the second or third option is selected in response to (10) on the Cover Page, 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 Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. 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.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

X John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

GARCIA'S TREE MAINTENANCE SERVICES INC.

Tenley Garcia Hernandez, President[2] Date 4-27-21

Tenley Garcia Hernandez, Secretary Date 4-27-21

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

[2] The City requires the following for any contract:

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

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

SCOPE OF WORK, SCOPE OF SERVICES AND GENERAL REQUIREMENTS EXHIBIT

The tree pruning will be done, per the pre-designed regions, along arterial street segments (grids) that include all trees identified in the detail. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture, Pruning Standards (Best Management Practices), the ANSI A300 Standards, and City Maintenance Standards. Vendor shall be required to furnish all supervision, labor, equipment, and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the Contract period.

A. PRUNING

1. Grid Tree Pruning

As identified in the specification details, all arterial median and parkway trees in each region shall be pruned regardless of size. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time.

(a) Vendor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

(b) Vendor shall notify residents within forty-eight (48) hours prior to work being performed.

(c) Vendor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the Work.

(d) Vendor shall endeavor to maintain good public relations at all times. The Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Vendor shall be responsible for advance notification to the residents at each Work location of the intended tree operations. The Vendor shall be responsible to see that private property and vehicles at Work locations are not endangered or damaged during the course of Work.

(e) Vendor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Vendor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Vendor’s personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Vendor is responsible for appropriate notification of Underground Service Alert (USA).

(f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.

(g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

(h) Topping shall not be done unless specifically requested by the City.

(j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

(k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.

(l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

(m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

(n) Heading cuts and/or topping will not be allowed without City approval.
Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

(o) Tree Pruning by Grid on the Bid sheet is priced per tree and is based on tree pruning in pre-designated regions or grids that includes all trees (small, medium and large sized).

2. Pruning for Clearance

As directed by City staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

(a) The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

(b) Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

(c) When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Vendor and approved by the City staff and in accordance with the following:

(a) The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Project Manager. The Vendor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City palm trees.

(b) Palm Skinning is not included in this scope of service. Any requested palm skinning will be performed for an additional cost of time and material with prior approval from authorized City personnel.

B. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Vendor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The City Project Manager shall determine if the Vendor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Vendor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

C. SCHEDULE

Prior to beginning the work, the Vendor shall review with the City Project Manager the various methods, tools, and work scheduling to be used on the project.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M., depending on City ordinances. Work will not be performed adjacent to residential housing before 8 a.m.

All debris resulting from tree pruning operations shall be removed from the Work site on a daily basis.

D. CLEAN UP

Vendor shall clean all job sites when Work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled Work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or authorized representative shall be the sole judge as to the adequacy of the cleanup.

E. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Vendor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:

Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. Wood Chips:
   (a) Chips generated from pruning operations within the City may first be dumped at a City designated site.
   (b) At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

3. Milling (additional service & cost):

At the direction of the City, large tree trunks, which meet proper specifications, may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

F. PAYMENT

Vendor shall only invoice for time spent at the locations of service and work that has been completed.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

Each invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

G. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. Additional Work may be added to the Contract Work as the need arises. The Vendor shall perform all specified and approved additional Work at the unit prices submitted with this bid proposal.

2. The Vendor must be willing to provide a competitive price for additional Work that may be added to the Contract. Vendor will be required to demonstrate the ability to properly execute the expanded Workload with the necessary increase in labor, materials and equipment needed to complete the additional Work in a timely manner.

H. GENERAL REQUIREMENTS

1. Workforce

Contactor shall designate a qualified representative with experience in arboriculture 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 are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

2. Licenses, Permits and Certifications

(a)Vendor shall maintain a State Tree Service Vendor's license (D-49). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments.

(b) Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

3. Property Damage

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.

I. Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

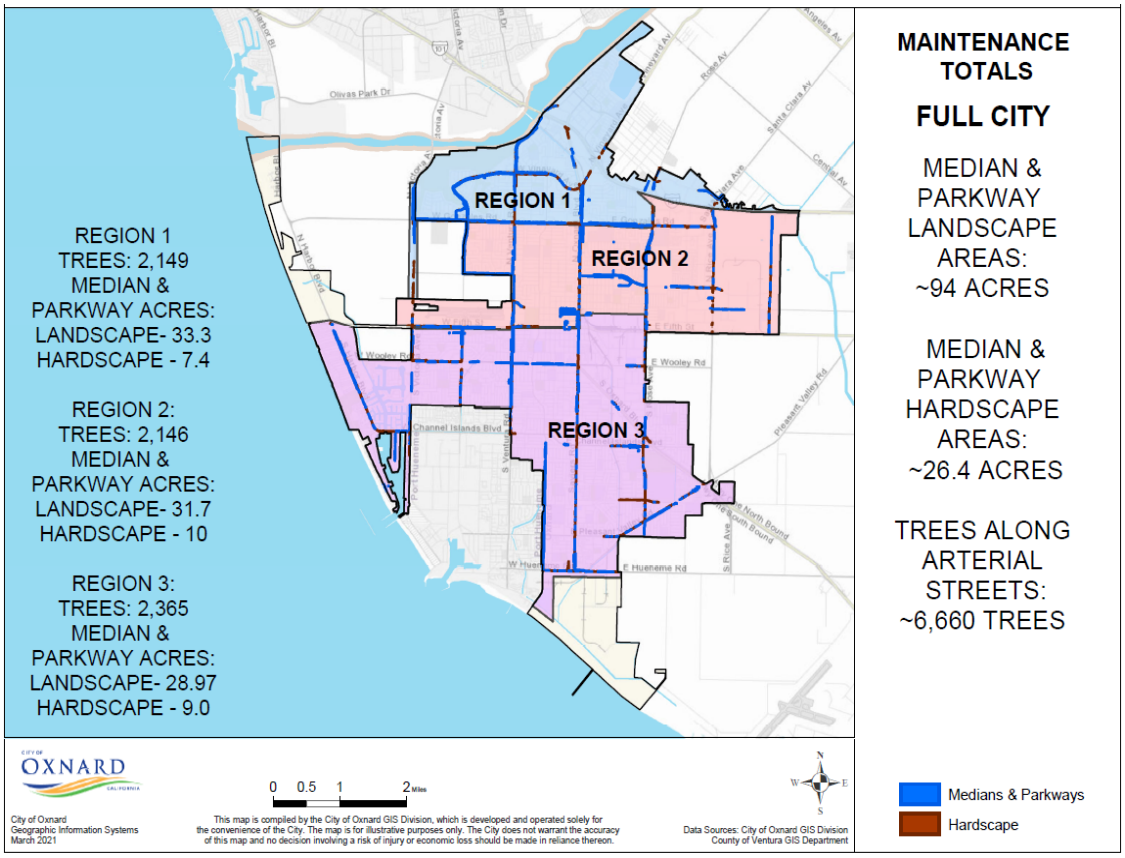
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor(s) shall provide pruning services for all trees within the City's arterial medians and parkways.

	Total Cost
Region 3	**$201,025.00**
Hourly Rate for as-needed tasks	**$ 150 /hour**
Material mark up rate for as-needed tasks	**10%**



SCHEDULE OF SERVICES EXHIBIT

The period of performance anticipated for this solicitation and shall be for 1 year, from July 1, 2021- June 30, 2021 or effective upon signature of an Agreement by both parties, unless terminated earlier. Extension of this agreement shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

The intention of this solicitation is to have pruning services being conducted in all three regions simultaneously, and to have all trees located within the regions to be serviced within the first six months of the agreement. Work may be extended out past six months, but may not exceed 12 months based on uncontrollable delays, such as weather, with the approval of the City.

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 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, 2019

42. 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 **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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 page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

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.

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. 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 <u>and</u> 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.

4/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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** [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 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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: (____) _____

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

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

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@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.

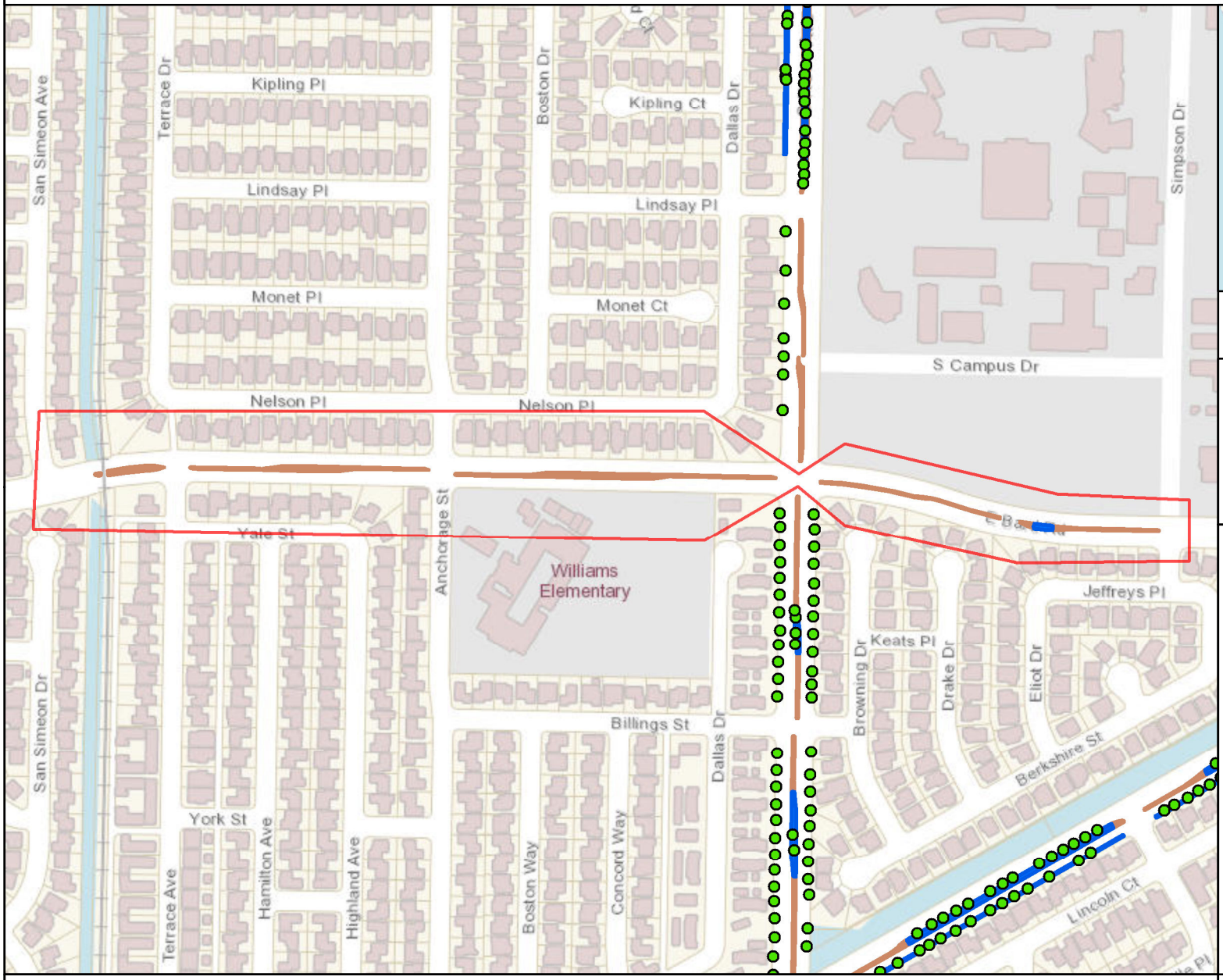
Signature _____

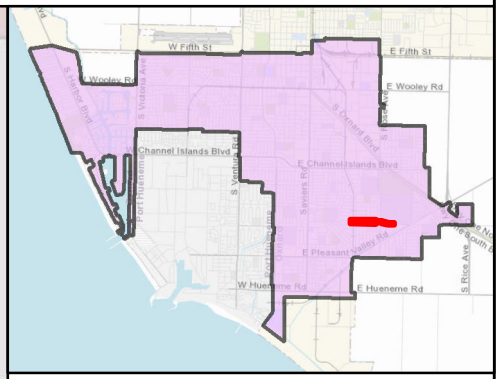
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 4/21 INS-D.doc

REGION 3 WORK DETAIL: PAGE 1 OF 51, BARD RD





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~771 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,161 SQ FT
~0.42 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

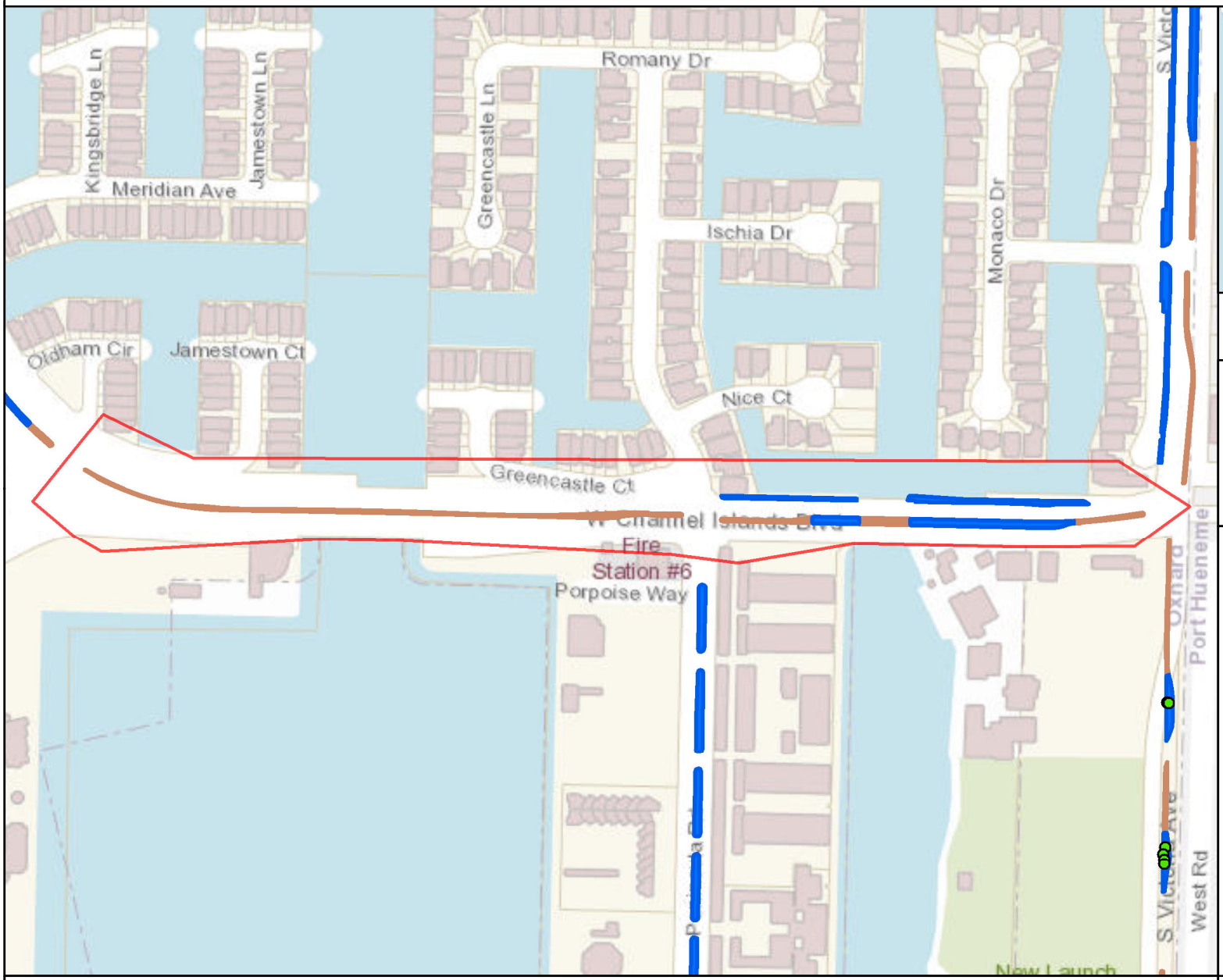
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

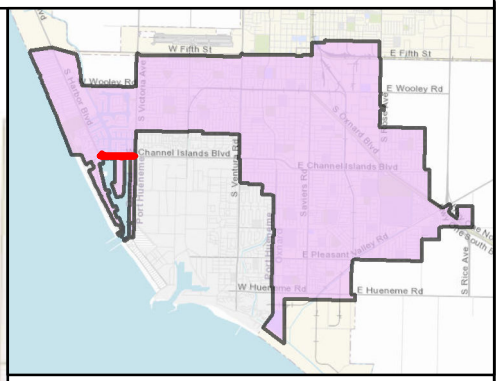
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 2 OF 51, CHANNEL ISLANDS 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,540 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,966 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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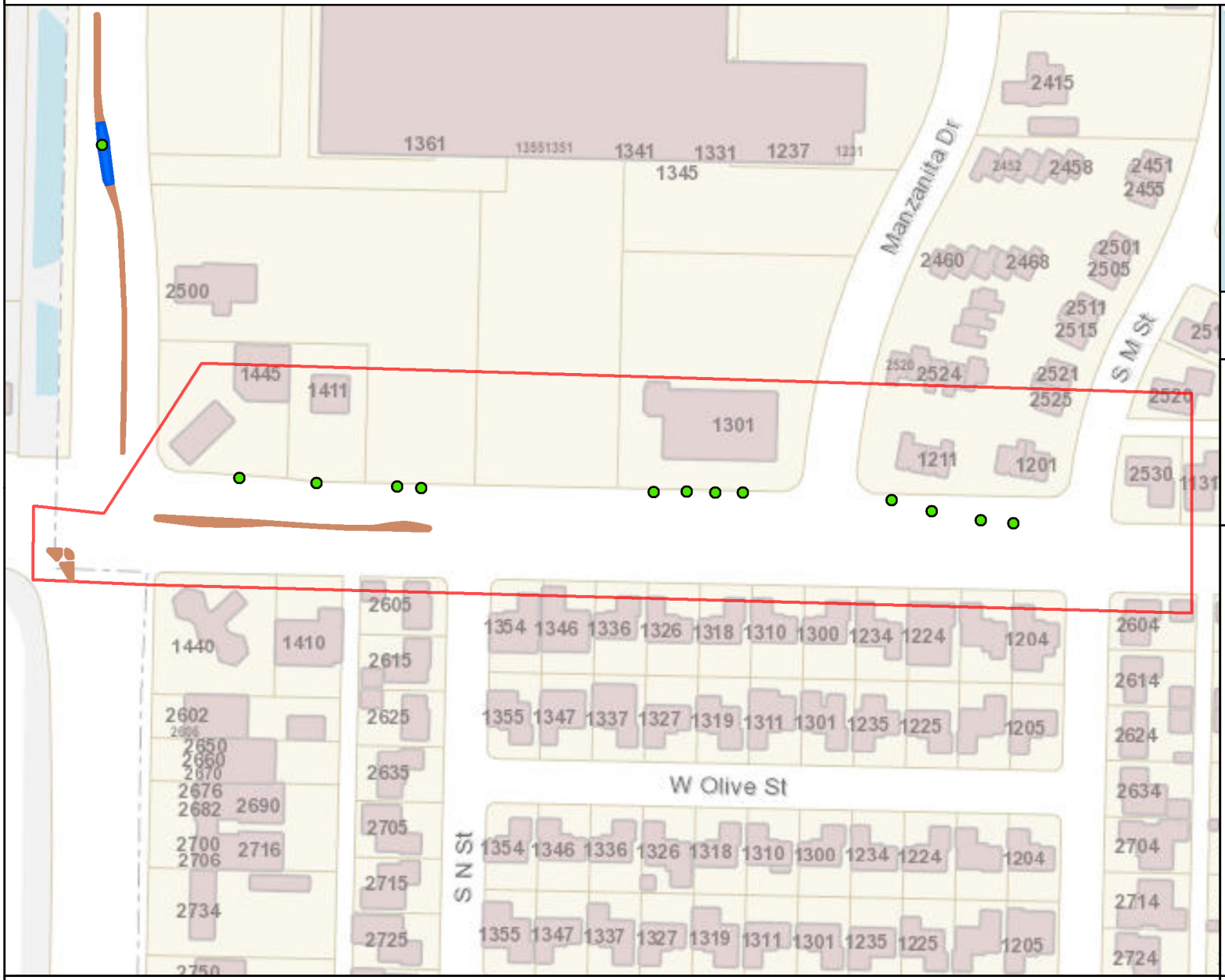
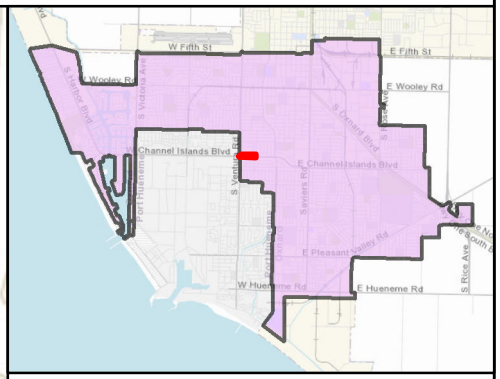
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 3 OF 51, CHANNEL ISLANDS 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,766 SQ FT
~0.04 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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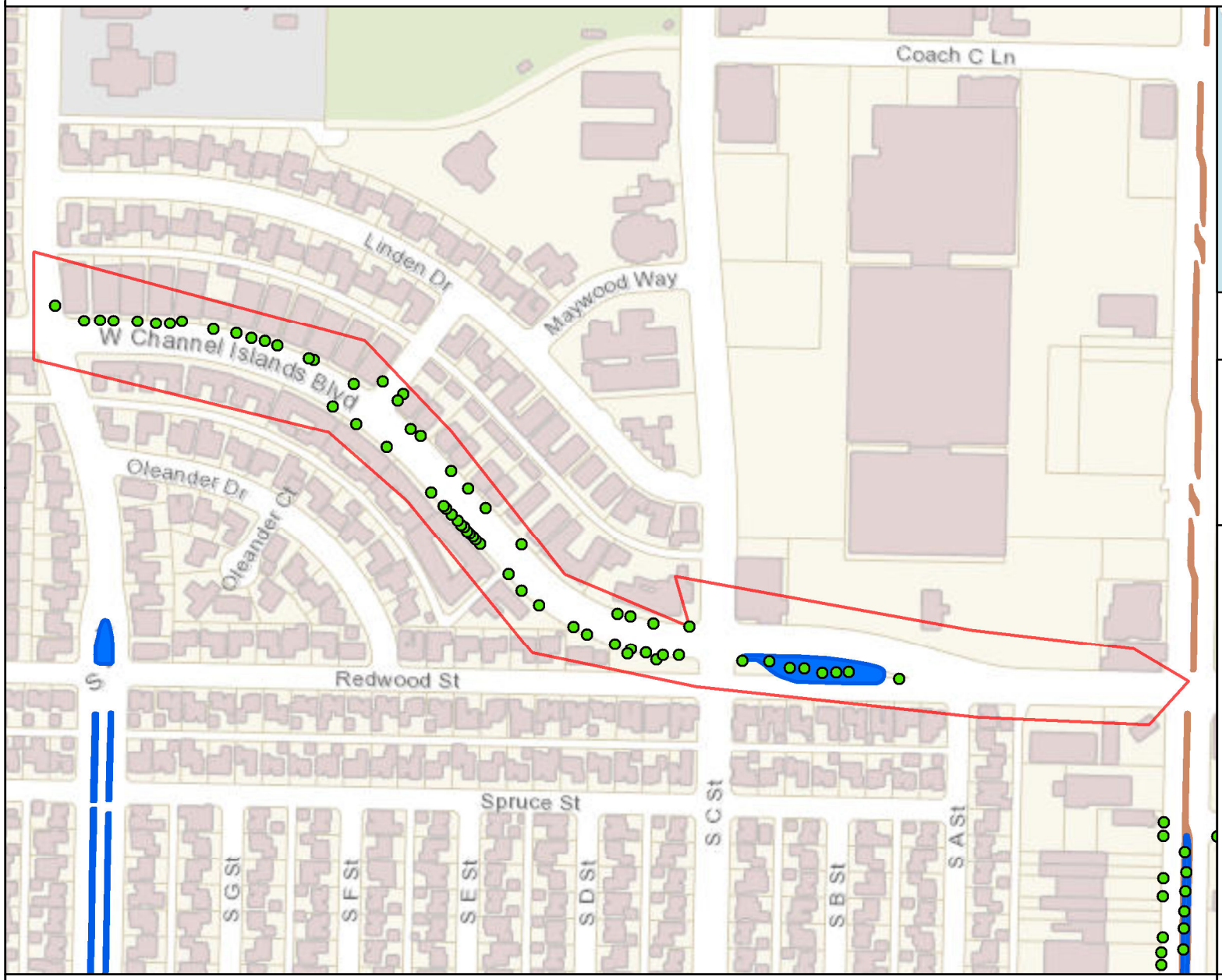
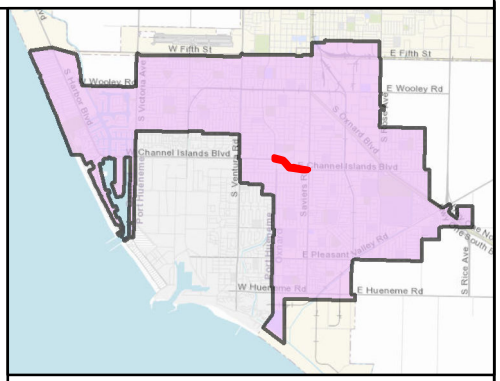
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 4 OF 51, CHANNEL ISLANDS 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,838 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
64 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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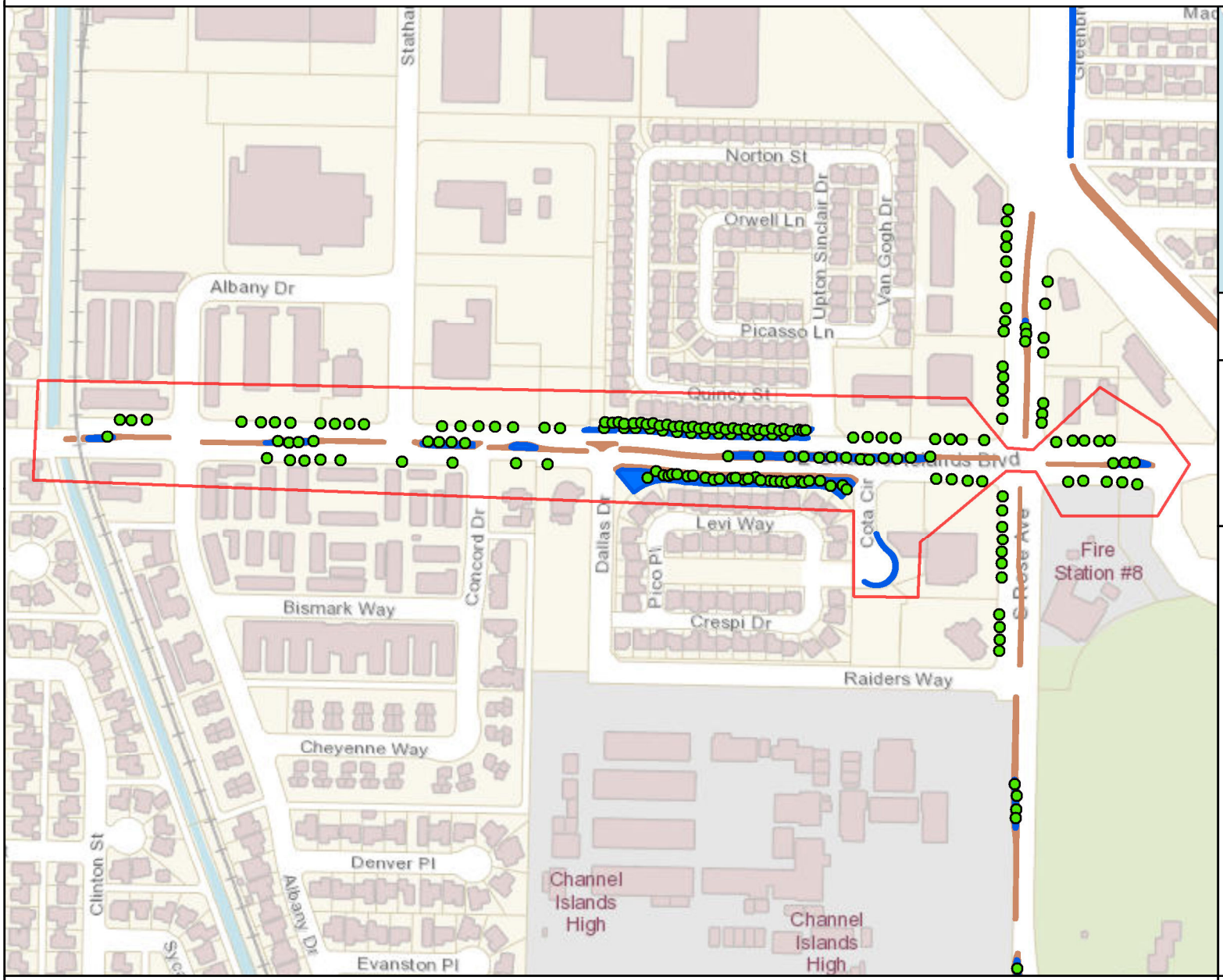
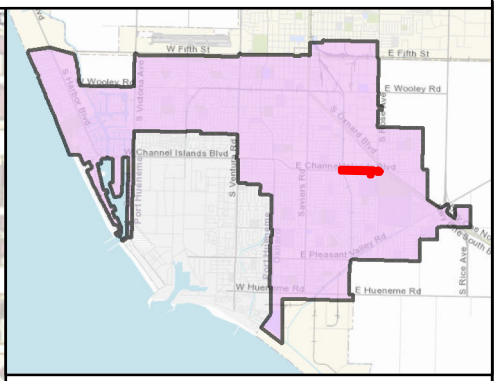
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 5 OF 51, CHANNEL ISLANDS 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~42,753 SQ FT
~0.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,776 SQ FT
~0.43 ACRES

PROJECT TREES:
149 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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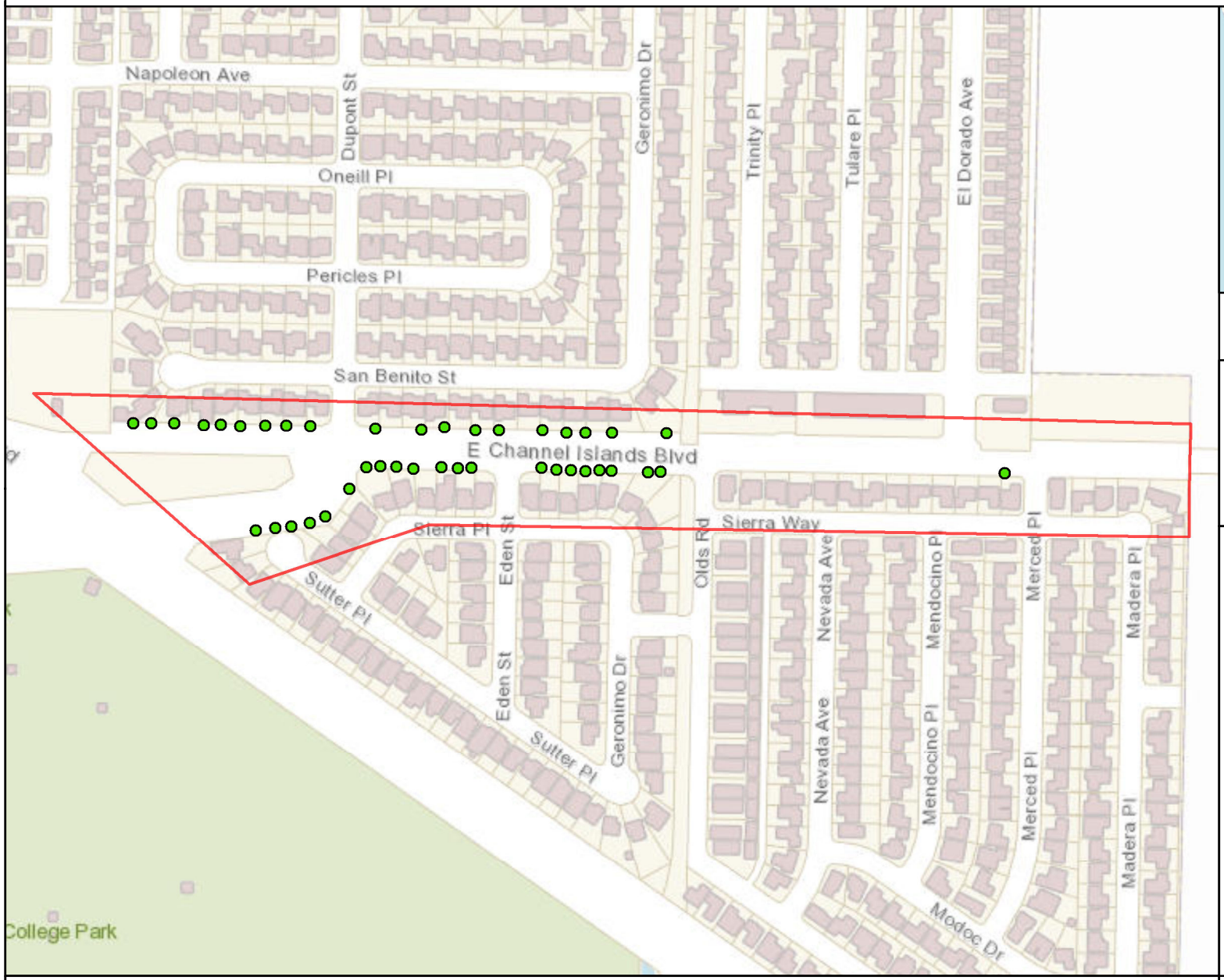
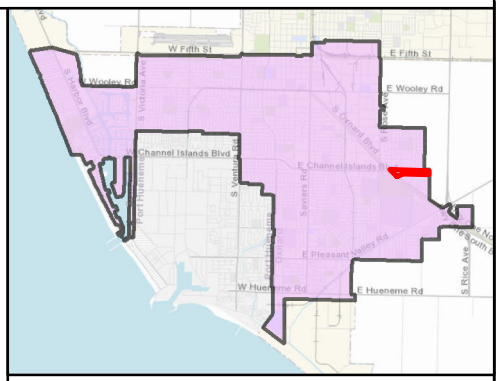
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 6 OF 51, CHANNELS ISLANDS 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
41 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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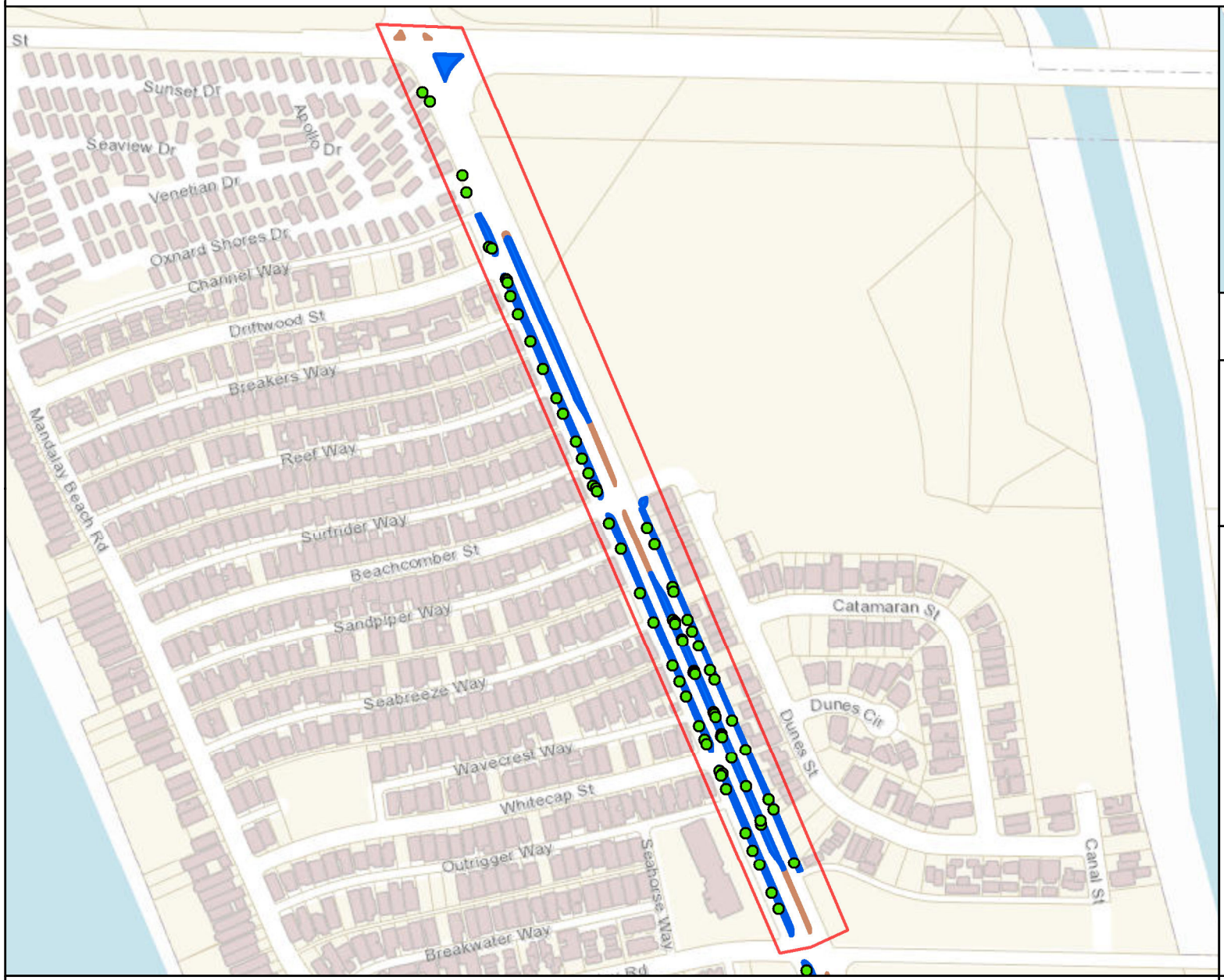
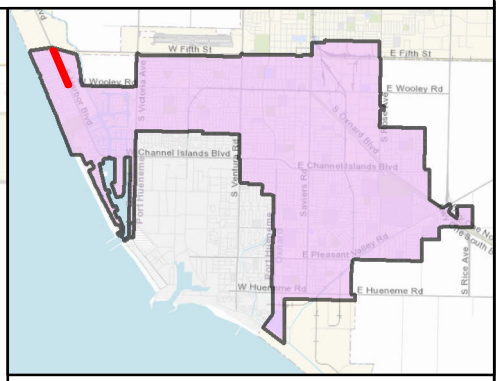
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 7 OF 51, HARBOR 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~66,260 SQ FT
~1.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,133 SQ FT
~0.09 ACRES

PROJECT TREES:
72 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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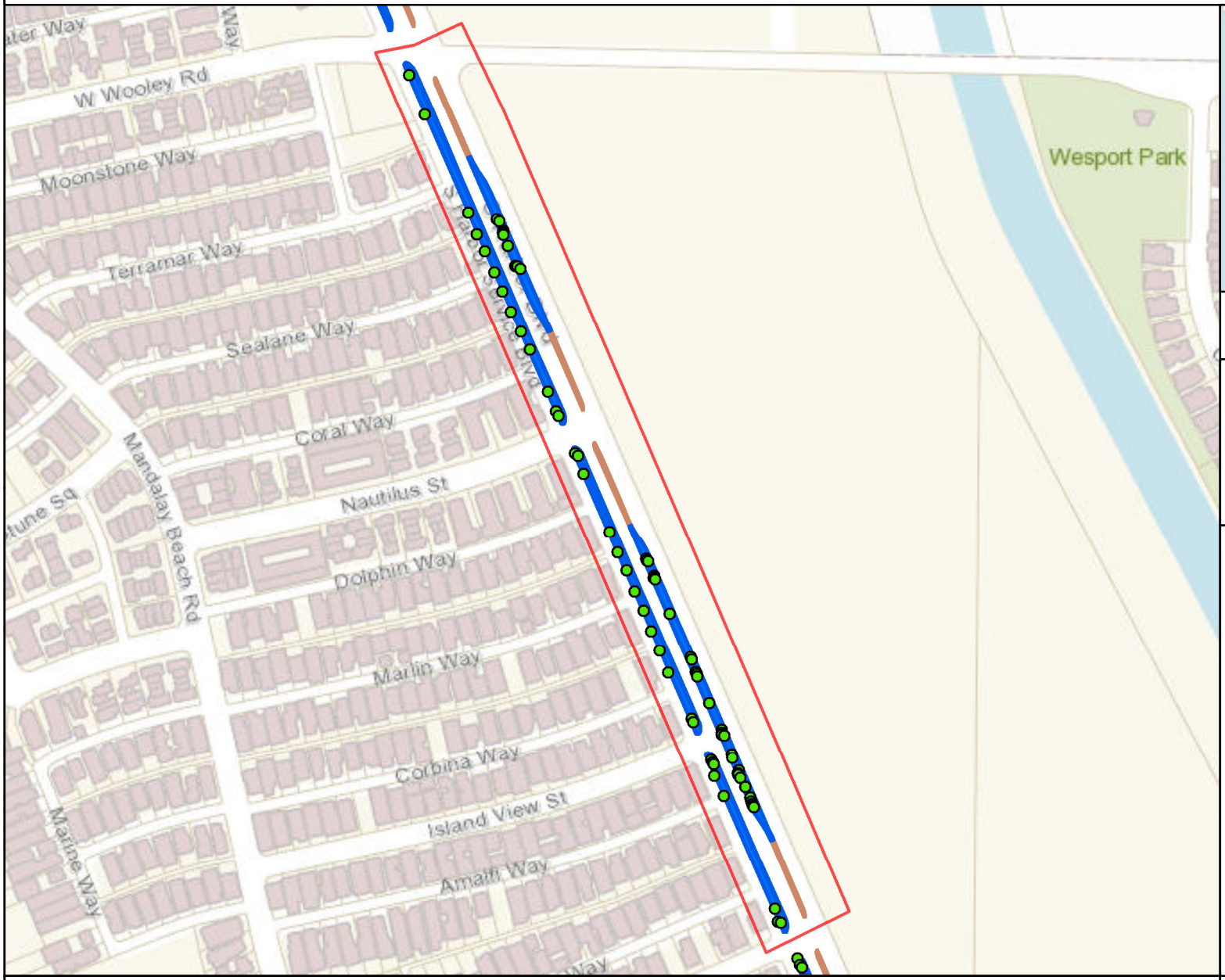
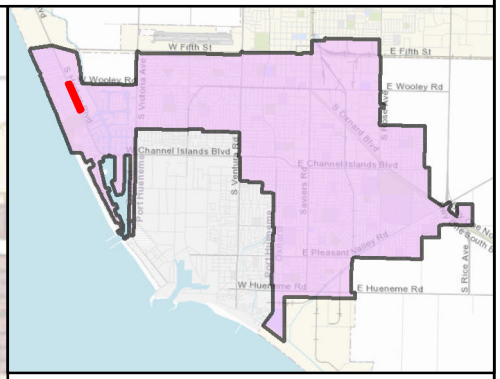
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 8 OF 51, HARBOR 2/ WOOLEY 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,336 SQ FT
~1.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,671 SQ FT
~0.11 ACRES

PROJECT TREES:
72 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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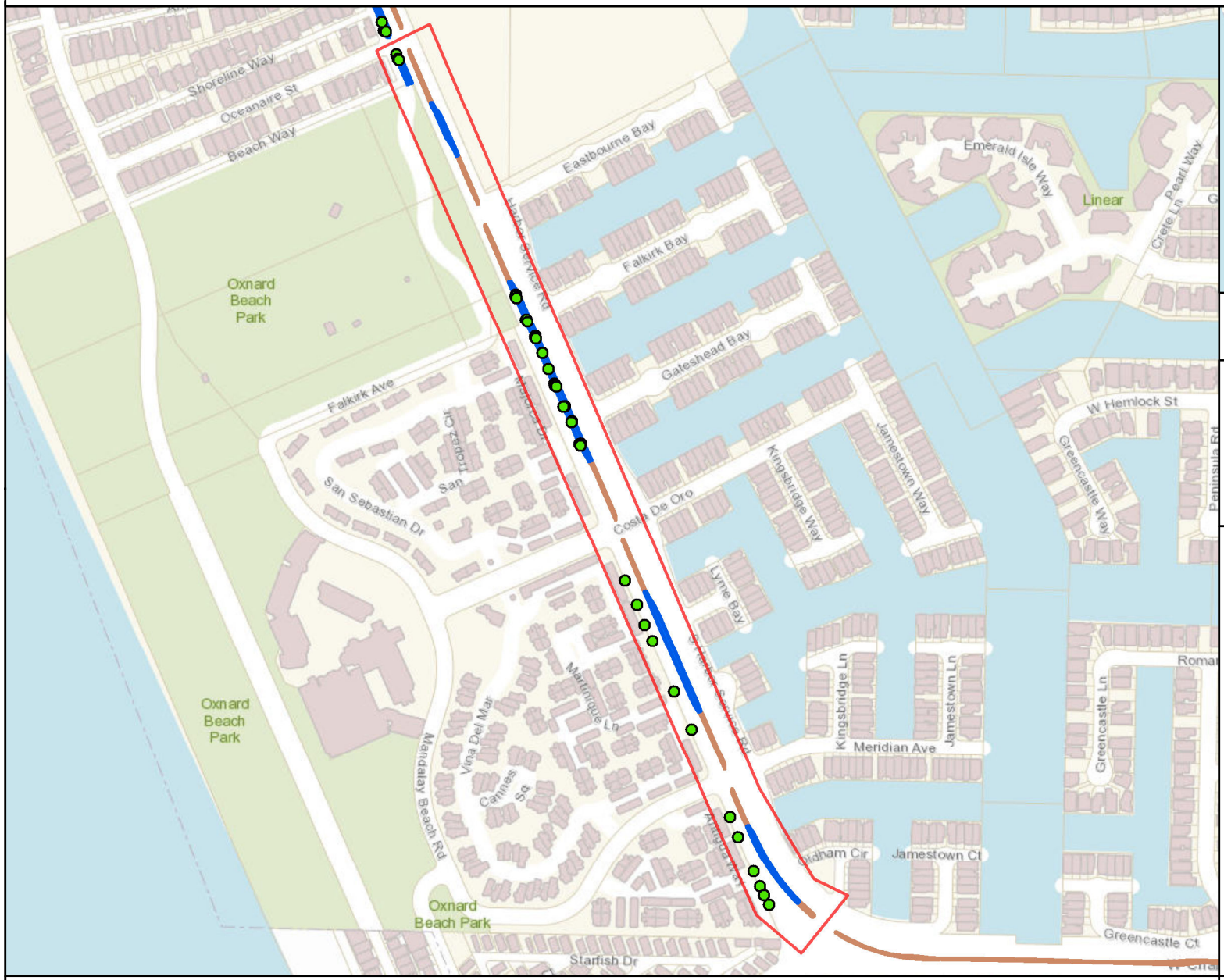
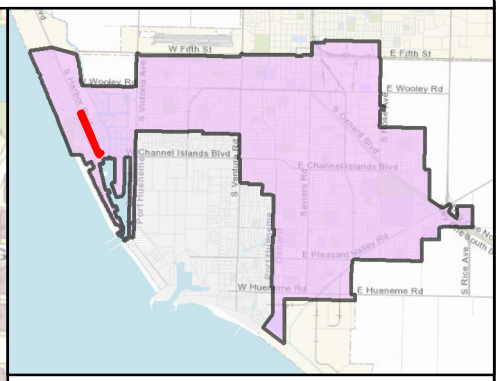
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 9 OF 51, HARBOR 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,452 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,158 SQ FT
~0.21 ACRES

PROJECT TREES:
37 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

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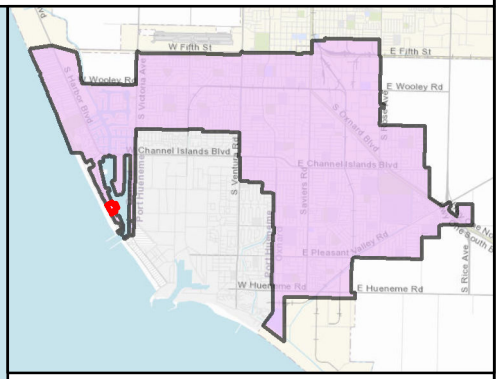
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 10 OF 51, HARBOR 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,838 SQ FT
~0.18 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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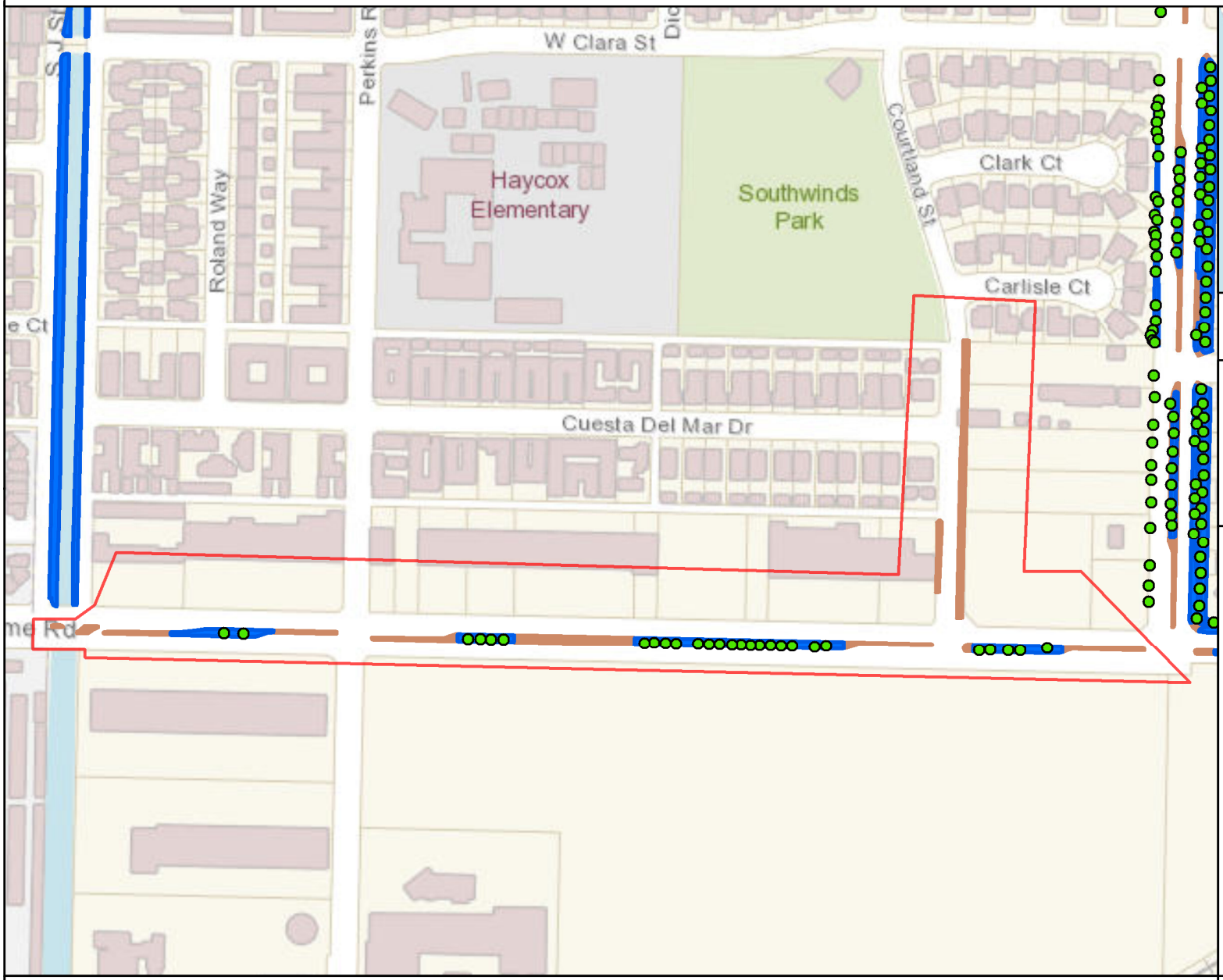
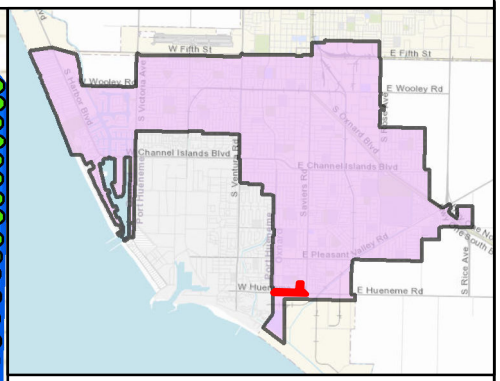
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 11 OF 51, HUENEME RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,295 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,193 SQ FT
~0.42 ACRES

PROJECT TREES:
27 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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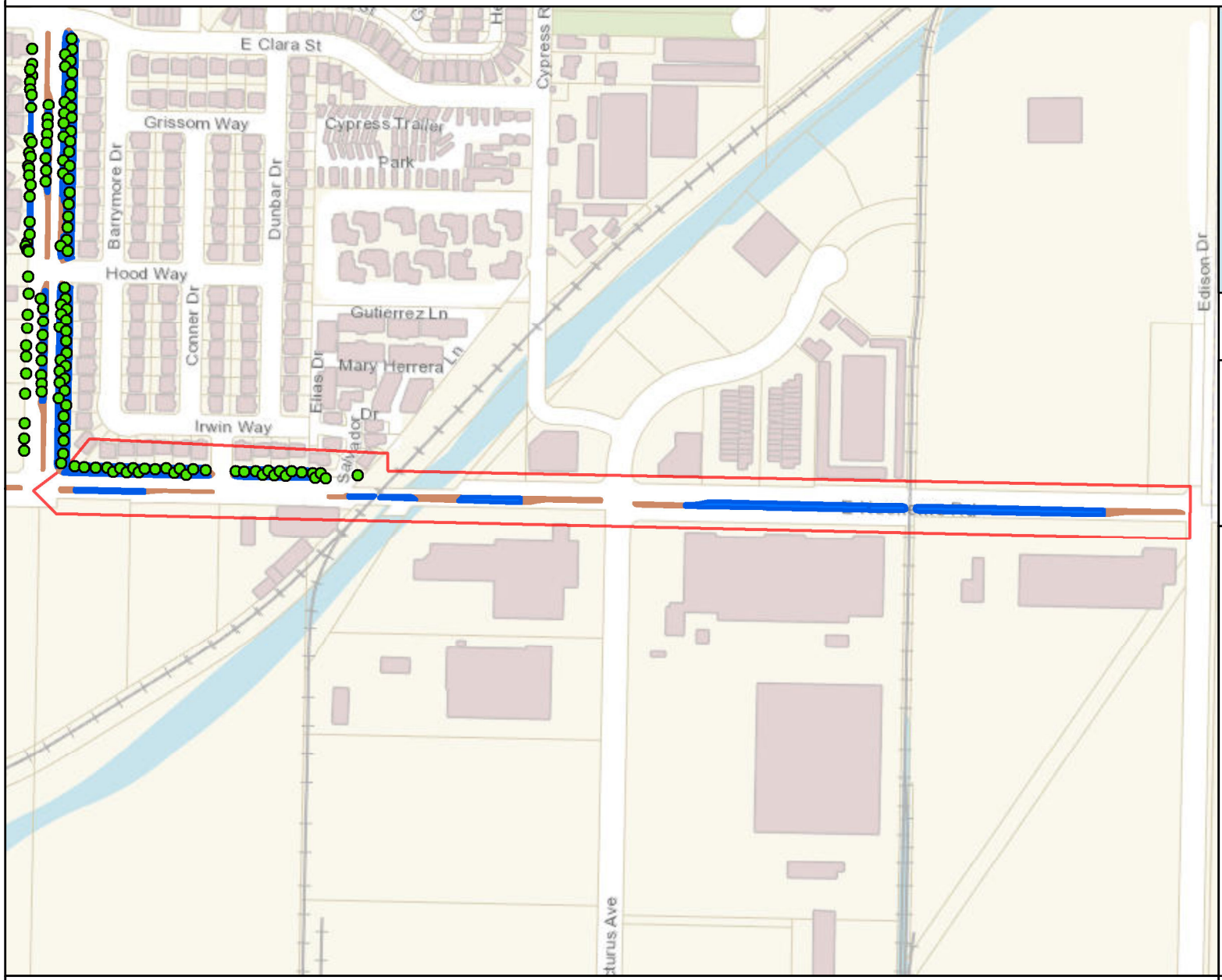
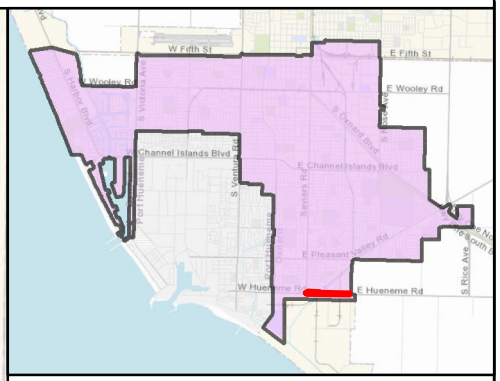
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 12 OF 51, HUENEME RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,760 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,849 SQ FT
~0.27 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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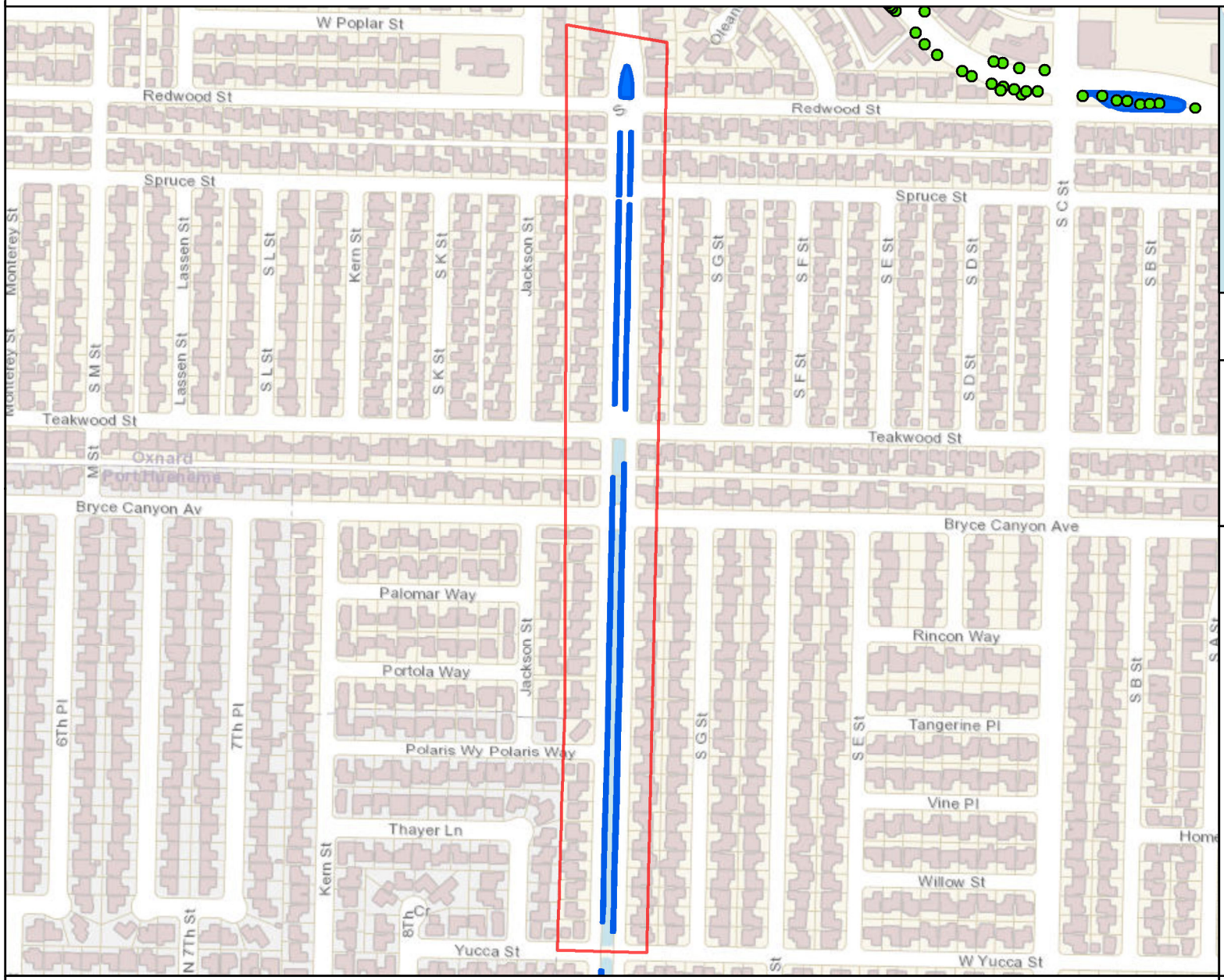
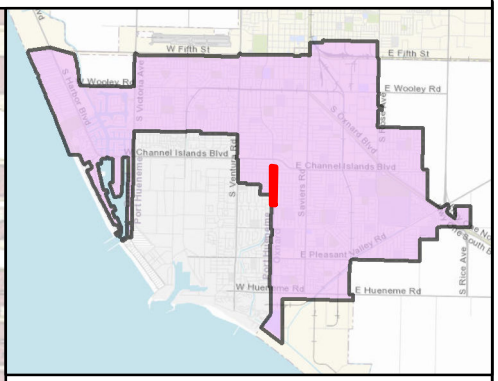
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 13 OF 51, J ST 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,036 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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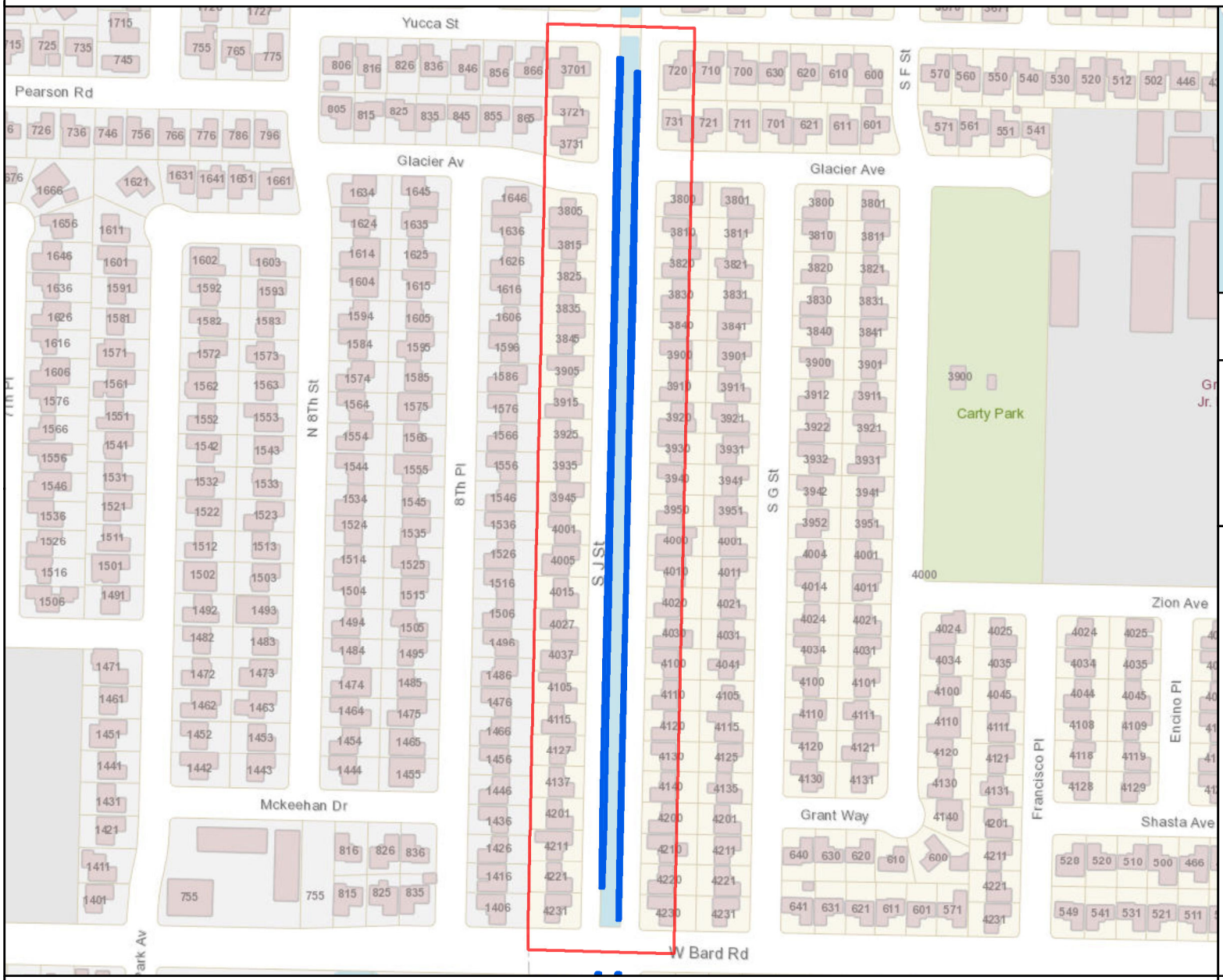
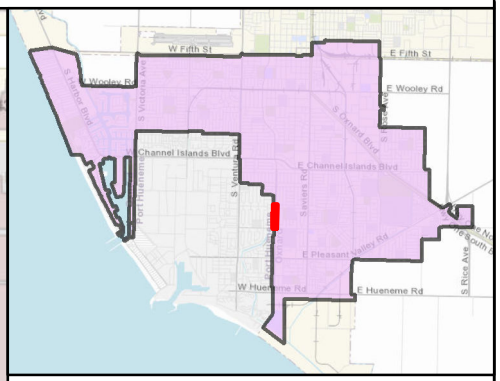
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 14 OF 51, J ST 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~21,887 SQ FT
~0.5 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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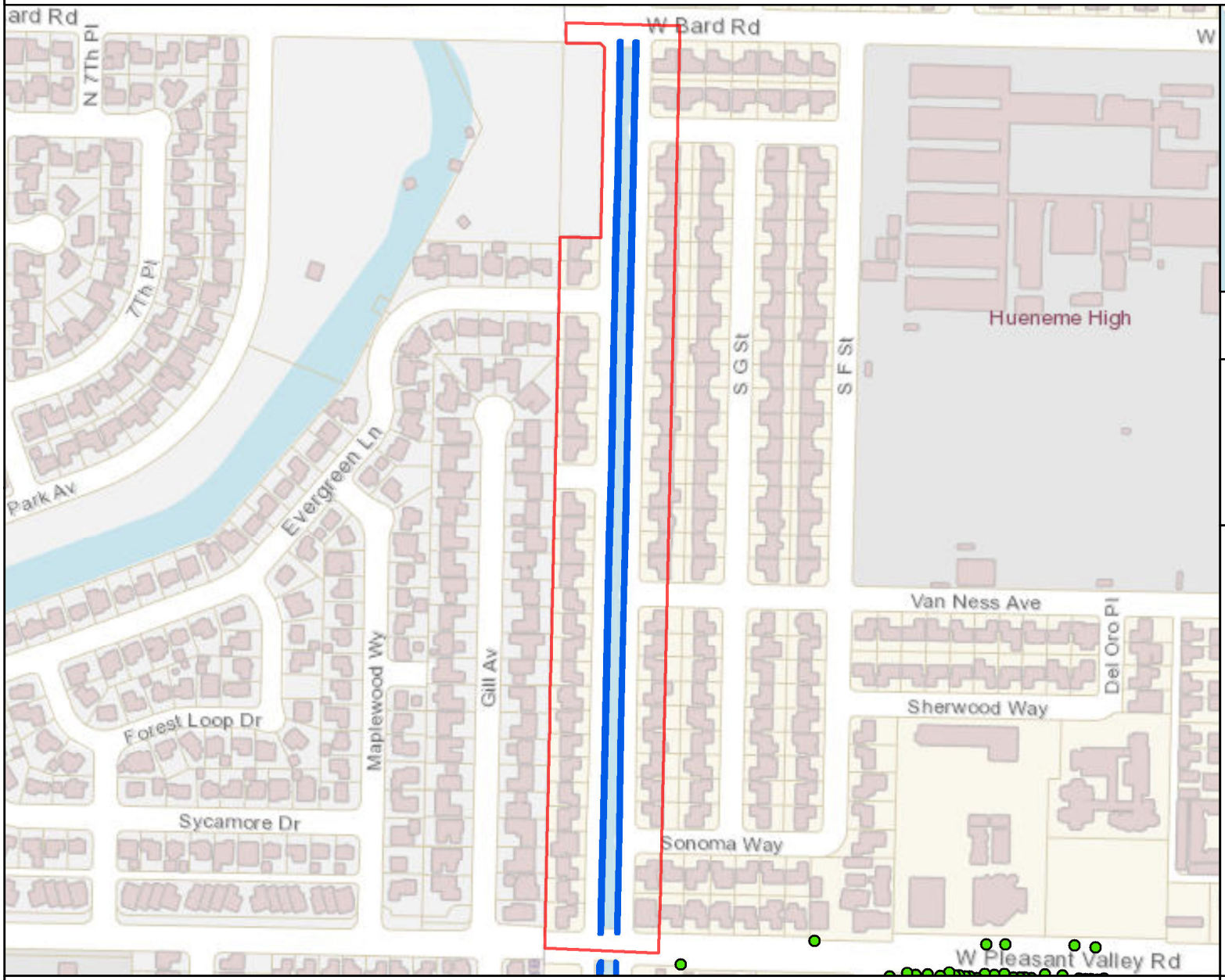
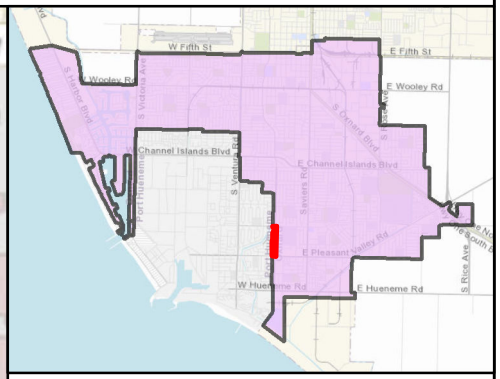
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 15 OF 51, J ST 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,259 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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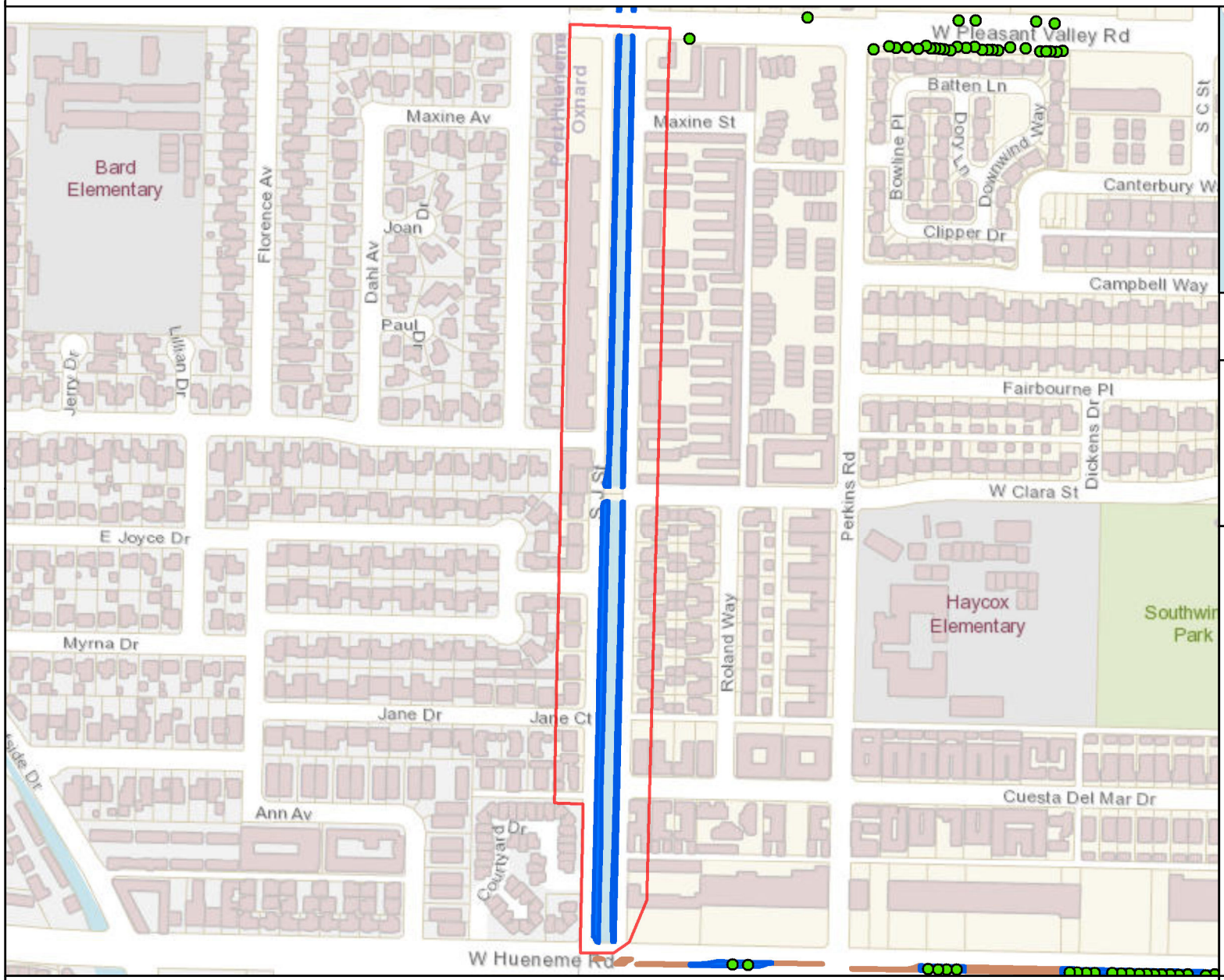
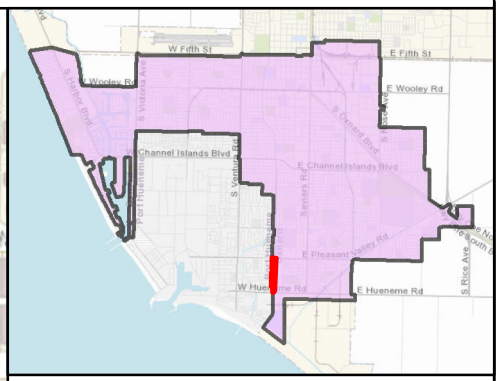
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 16 OF 51, J ST 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~50,190 SQ FT
~1.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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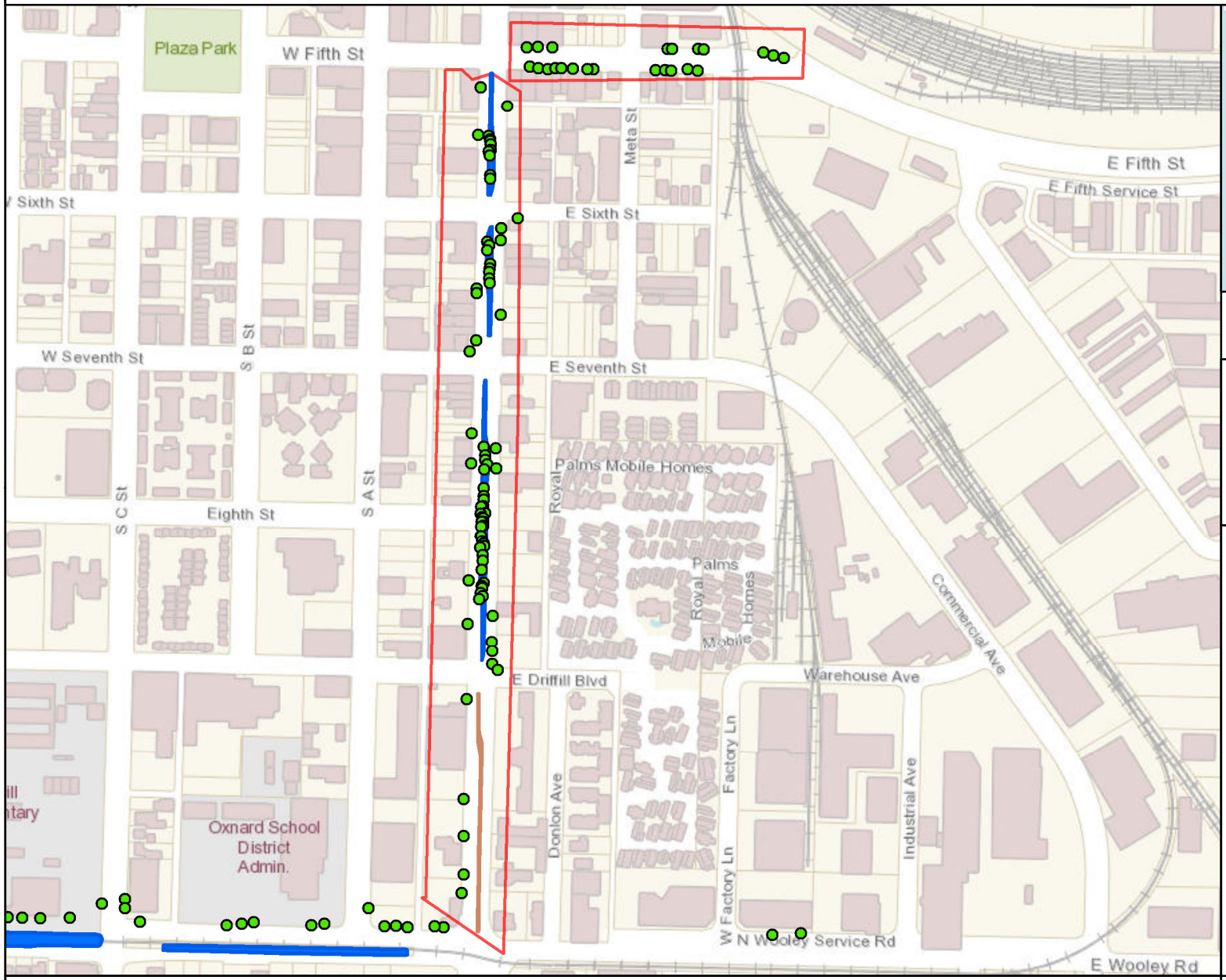
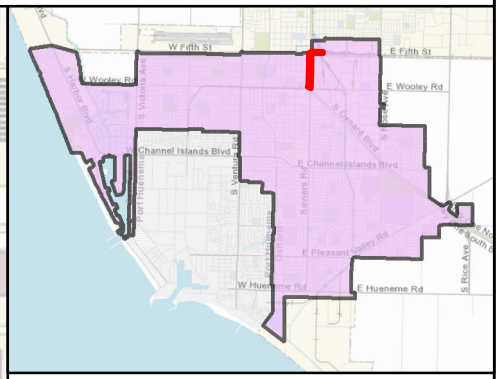
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 17 OF 51, OXNARD BL 1/ FIFTH 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,148 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,901 SQ FT
~0.04 ACRES

PROJECT TREES:
100 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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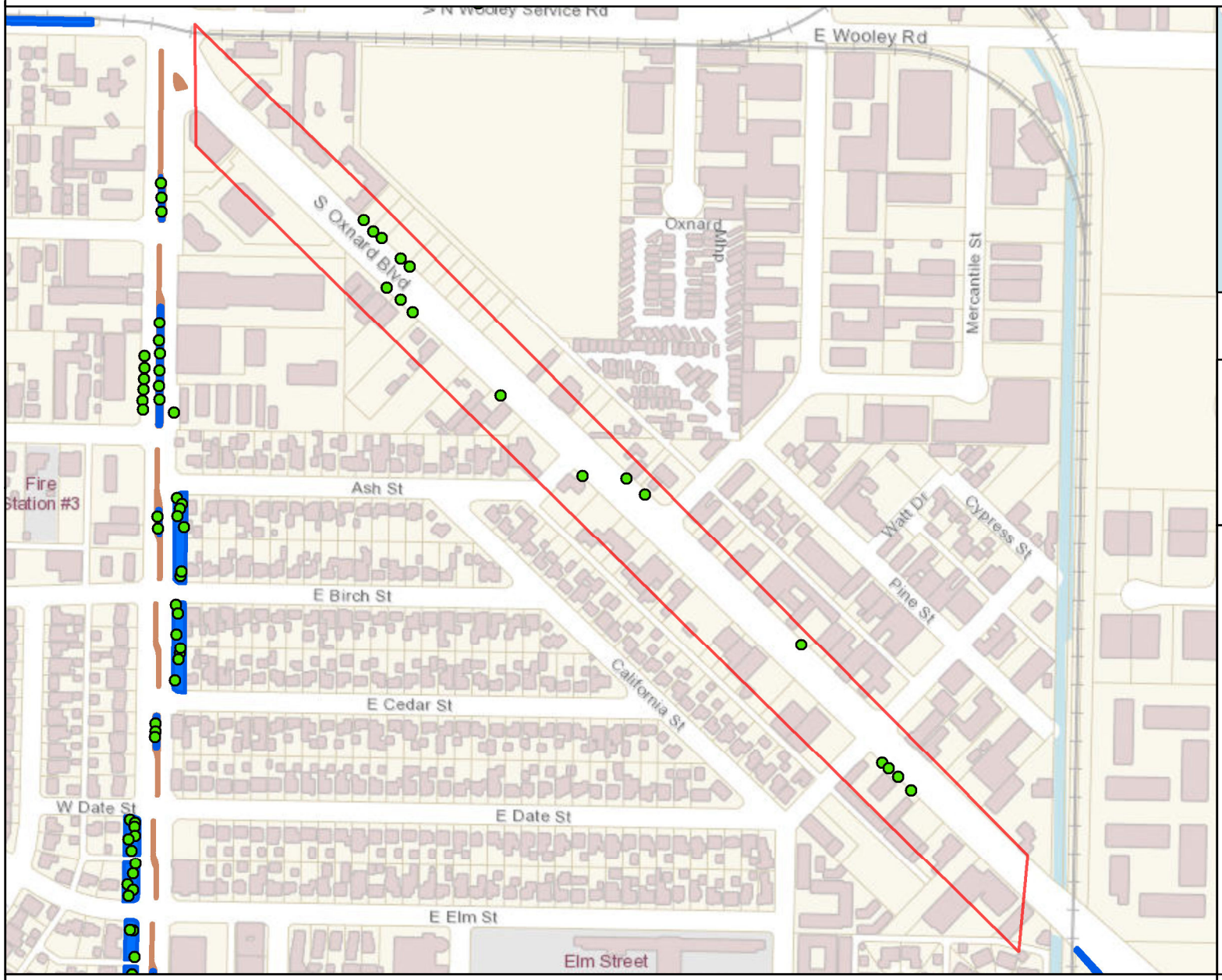
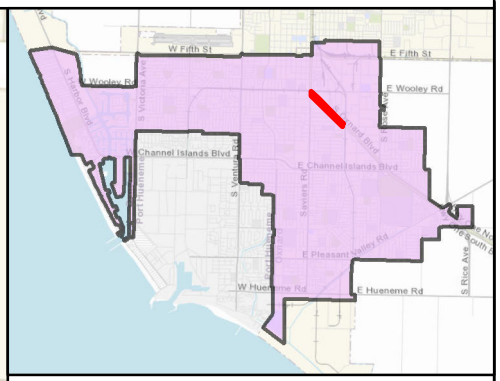
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 18 OF 51, OXNARD BL 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
17 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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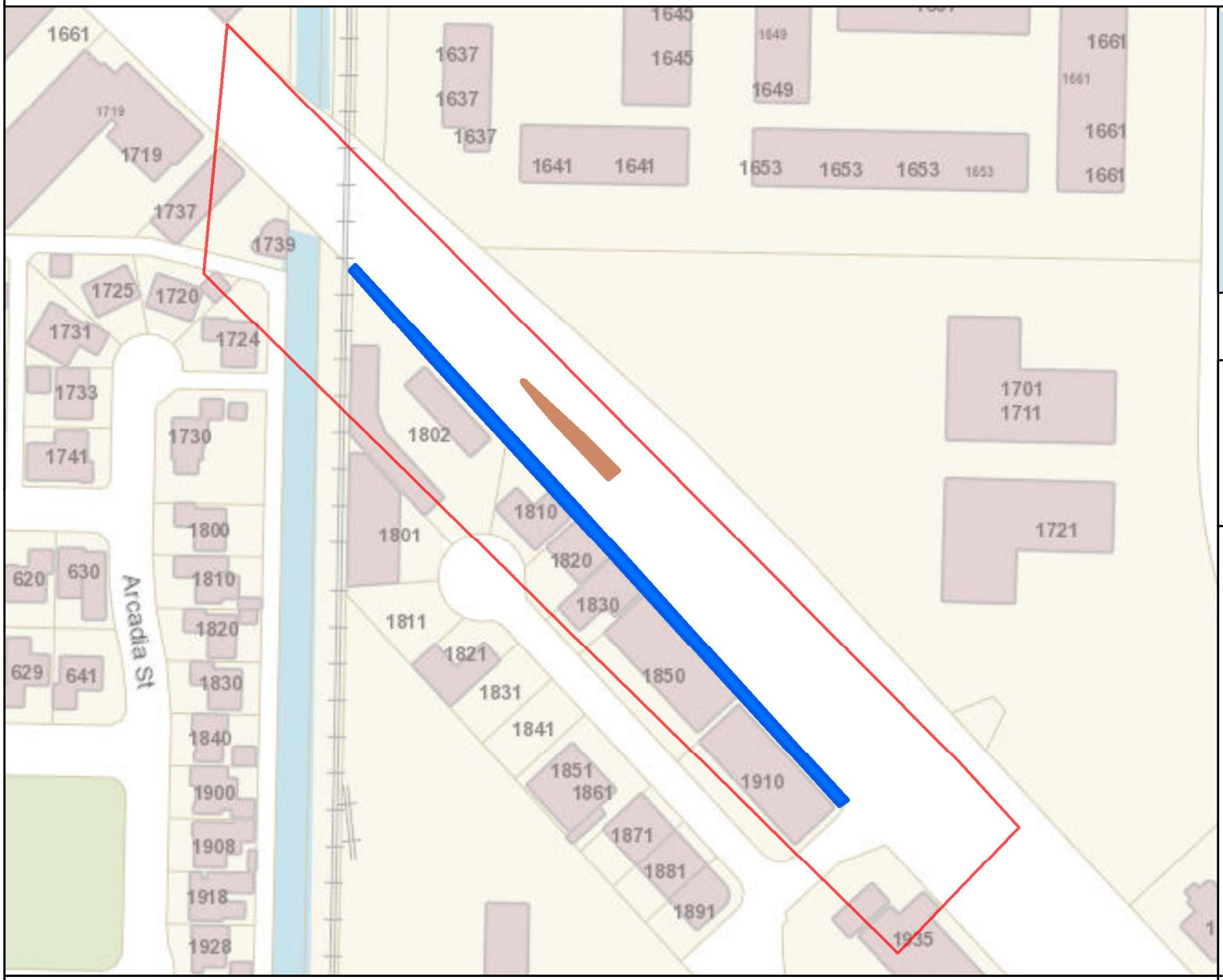
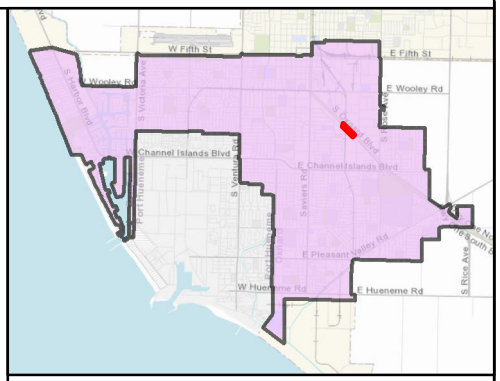
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 19 OF 51, OXNARD BL 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,081 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,784 SQ FT
~0.04 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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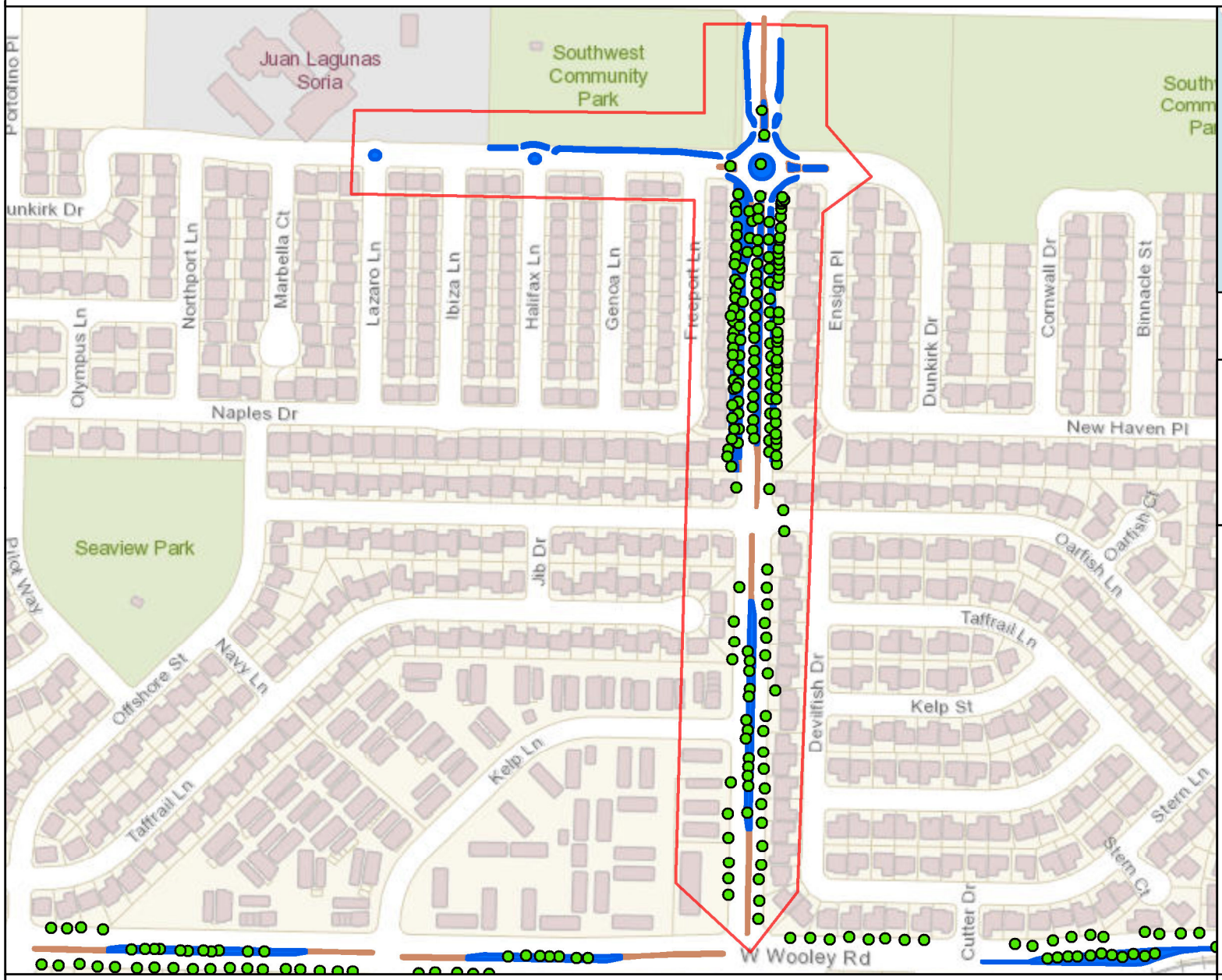
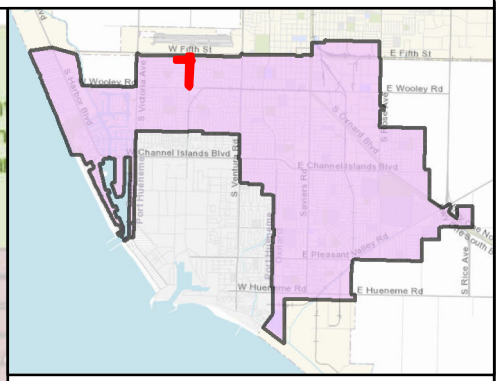
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 20 OF 51, PATTERSON 1/ DUNKIRK





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~56,405 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,679 SQ FT
~0.31 ACRES

PROJECT TREES:
171 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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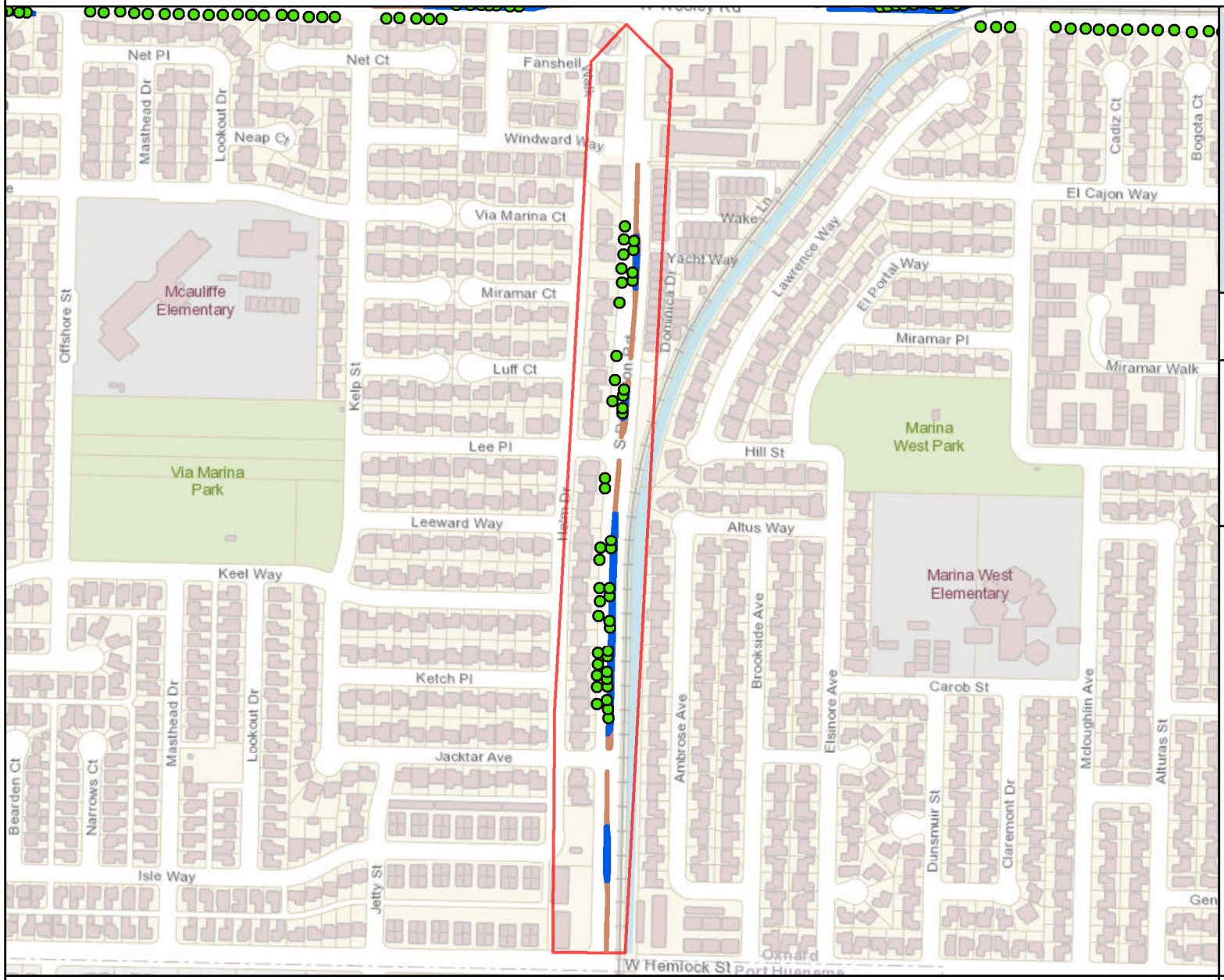
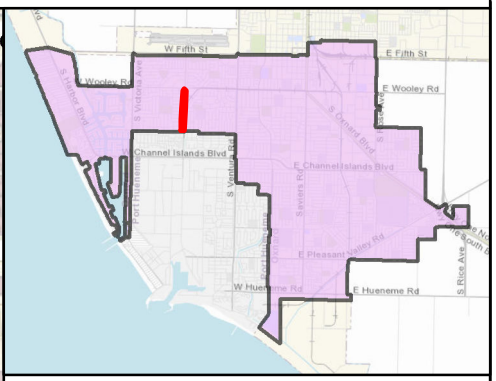
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 21 OF 51, PATTERSON 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,412 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,787 SQ FT
~0.18 ACRES

PROJECT TREES:
43 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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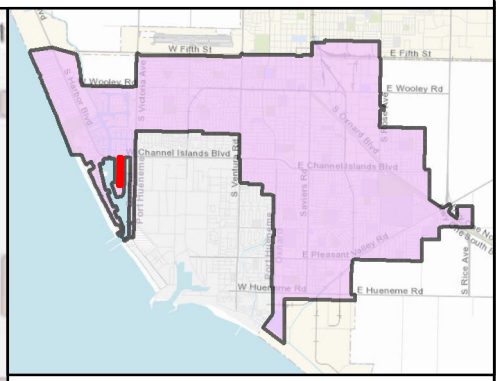
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 22 OF 51, PENINSULA



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~24,122 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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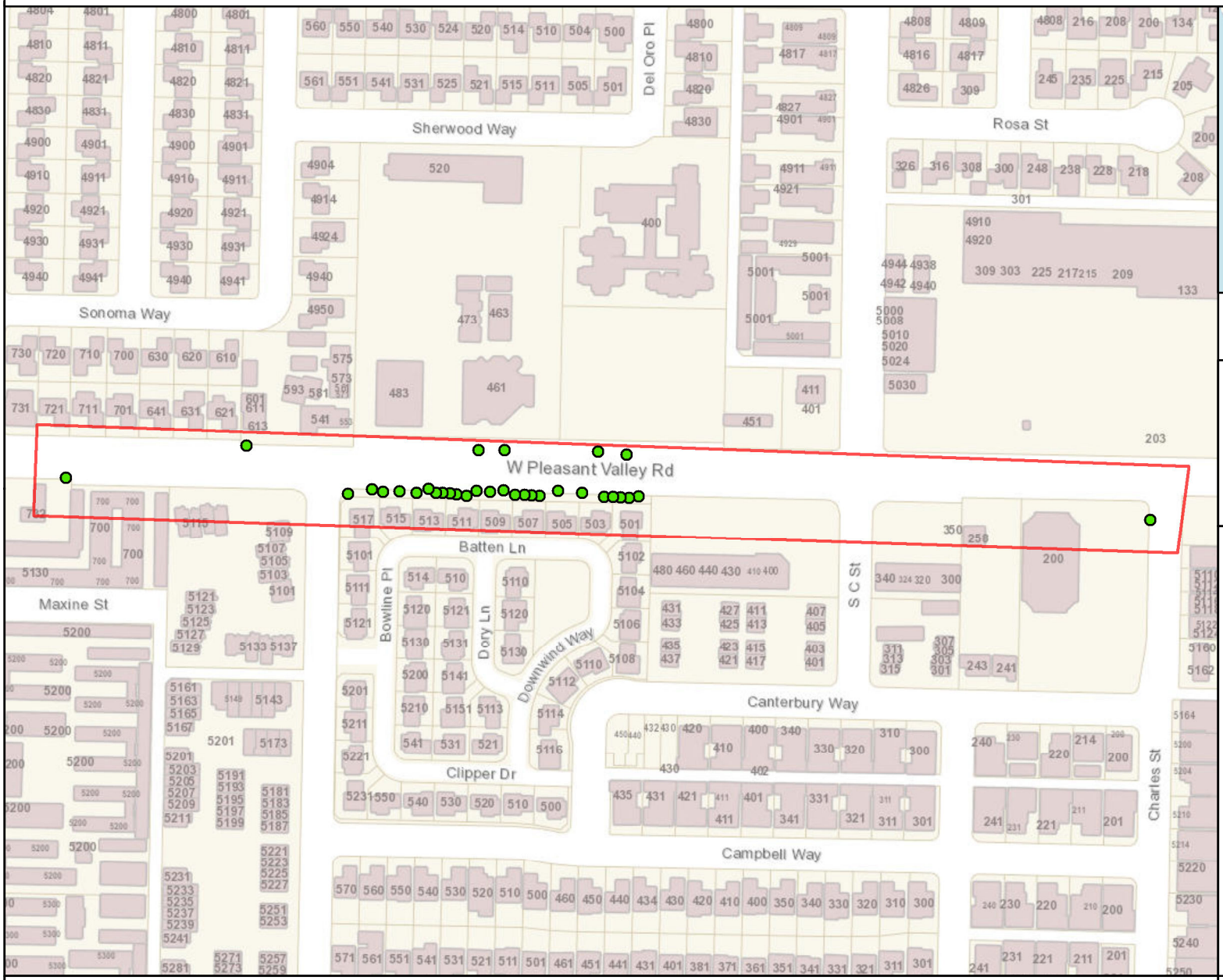
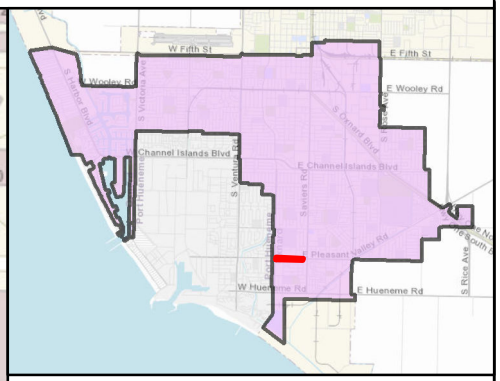
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 23 OF 51, PLEASANT VALLEY RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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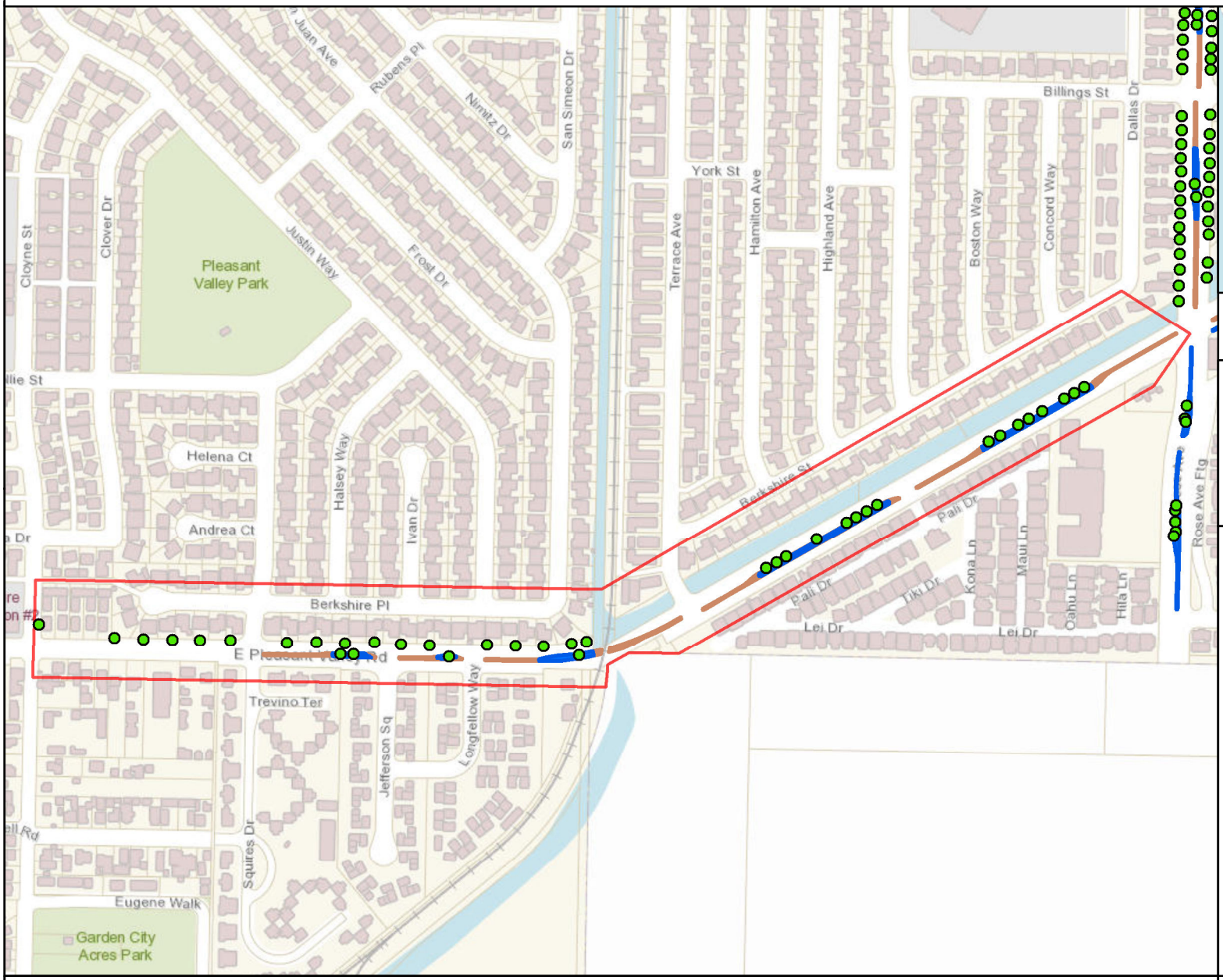
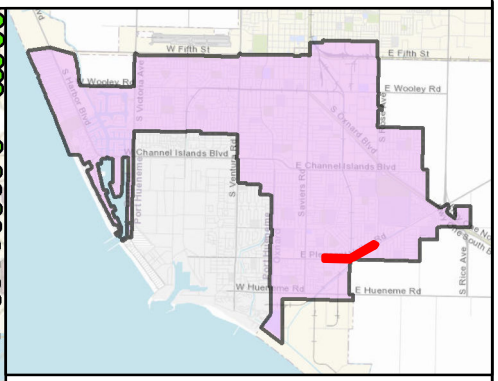
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 24 OF 51, PLEASANT VALLEY RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,548 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,898 SQ FT
~0.3 ACRES

PROJECT TREES:
37 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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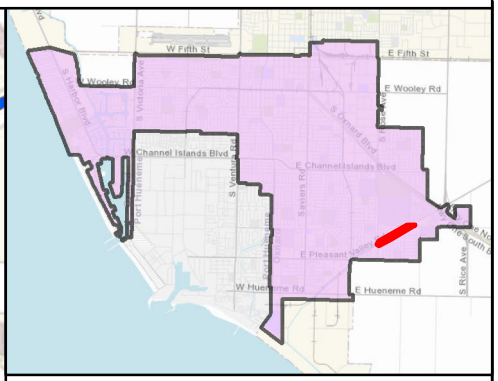
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 25 OF 51, PLEASANT VALLEY RD 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,698 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,120 SQ FT
~0.12 ACRES

PROJECT TREES:
73 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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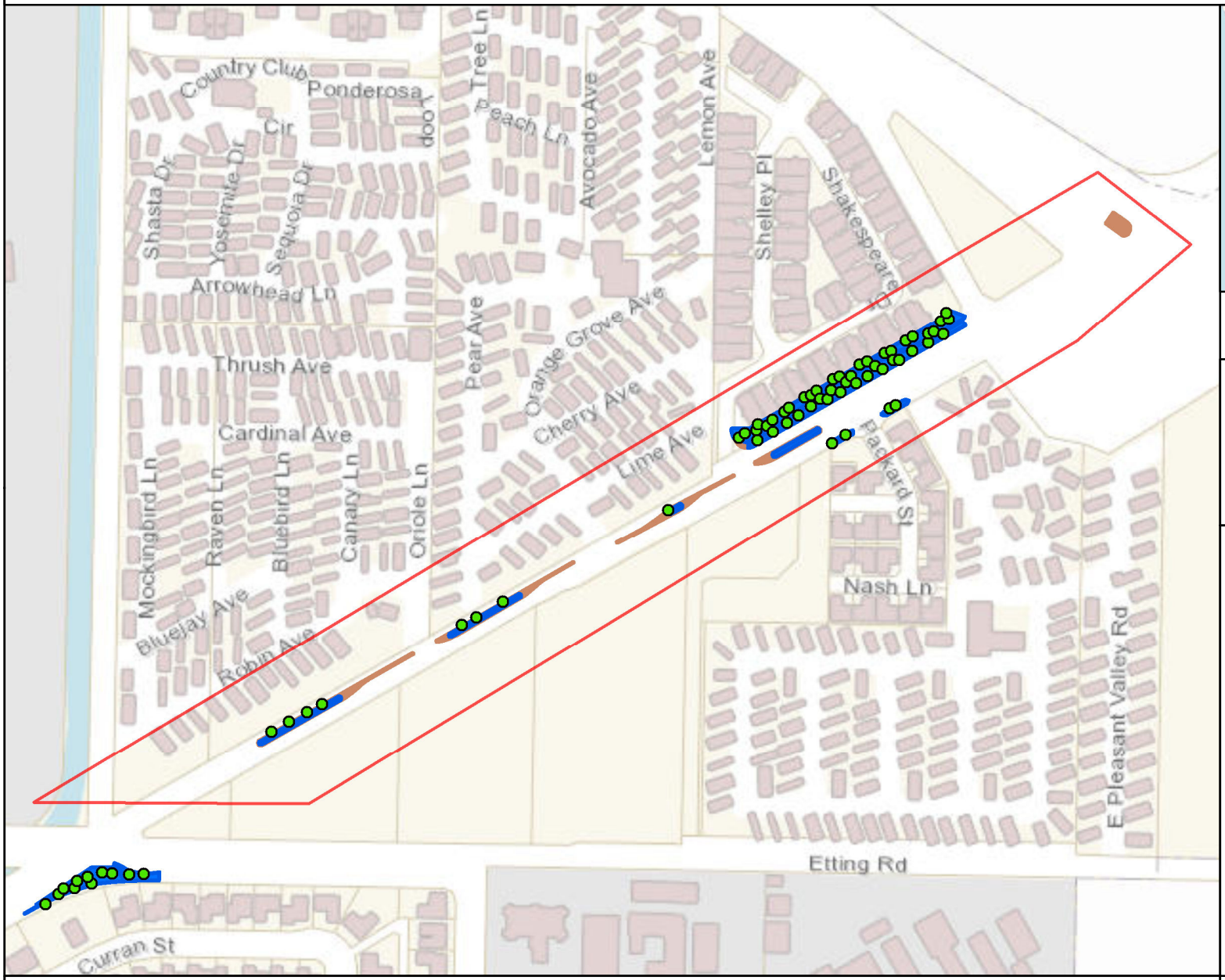
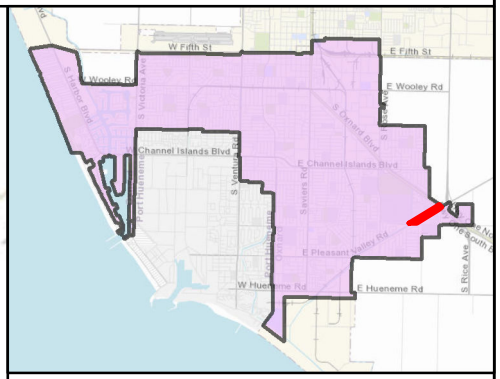
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 26 OF 51, PLEASANT VALLEY RD 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~24,768 SQ FT
~0.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,779 SQ FT
~0.22 ACRES

PROJECT TREES:
56 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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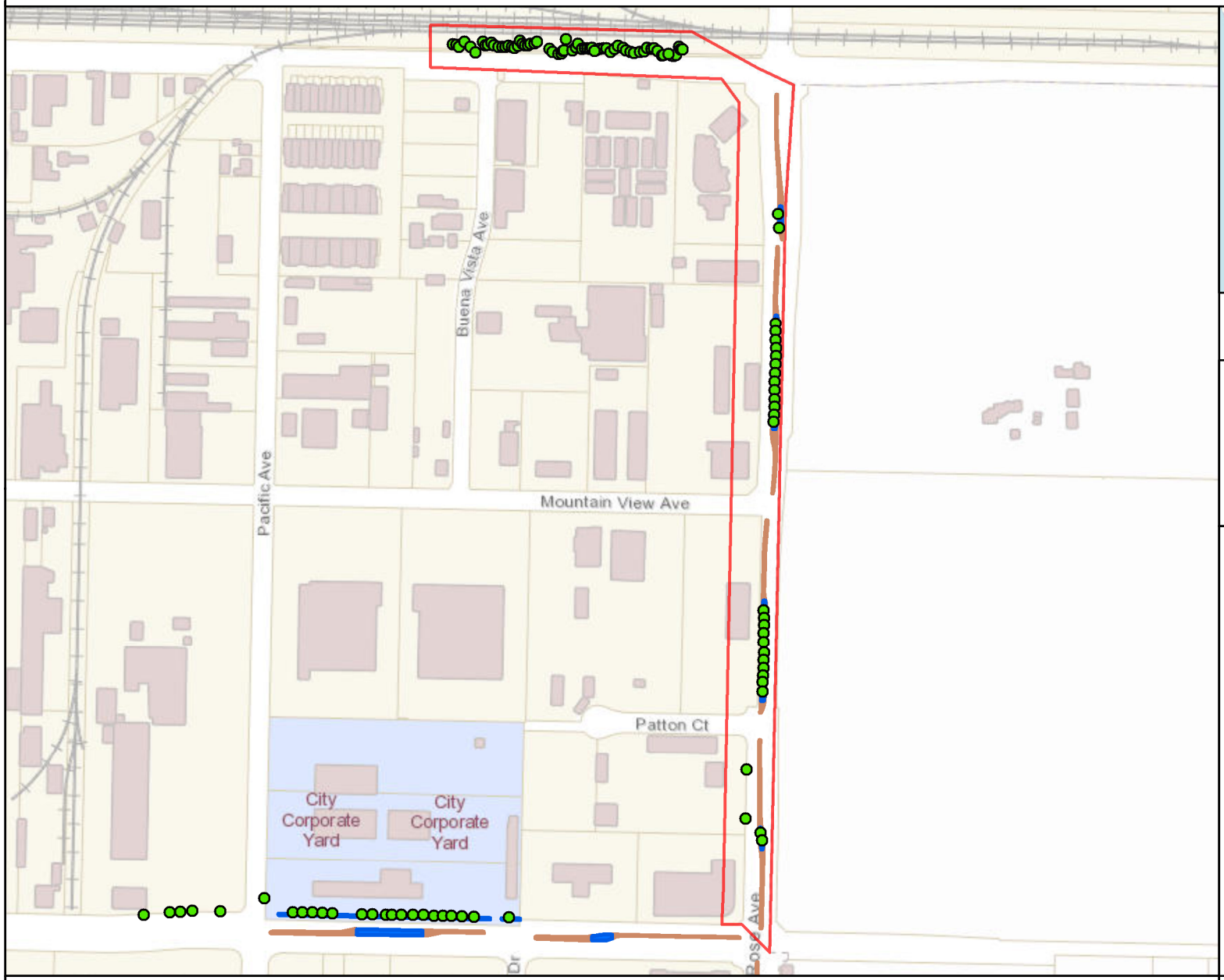
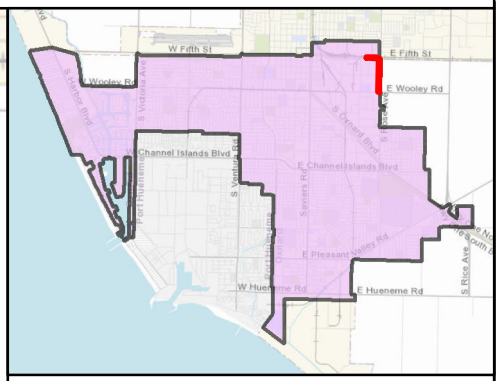
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 27 OF 51, ROSE AVE 1/ FIFTH ST 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,091 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,421 SQ FT
~0.24 ACRES

PROJECT TREES:
97 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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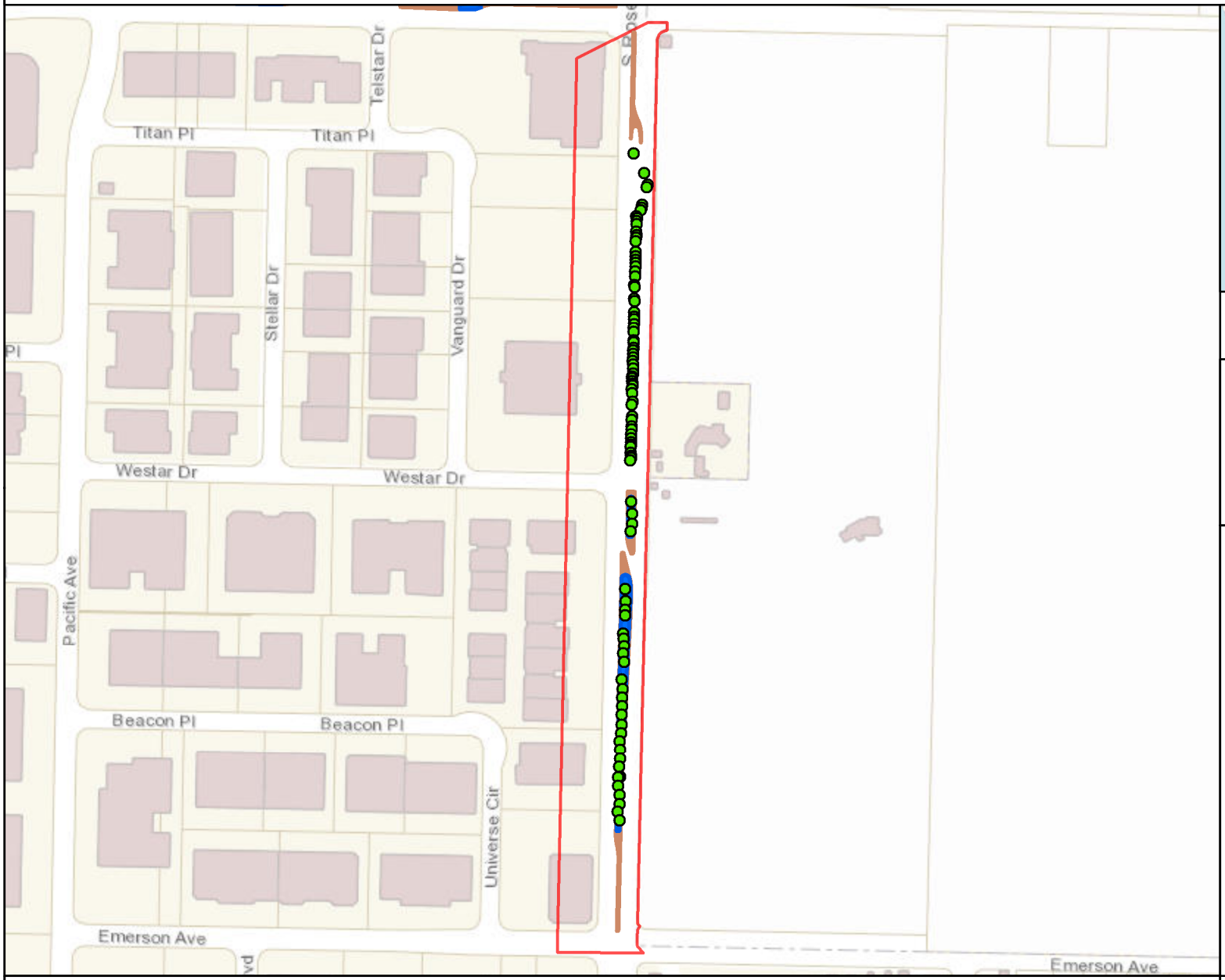
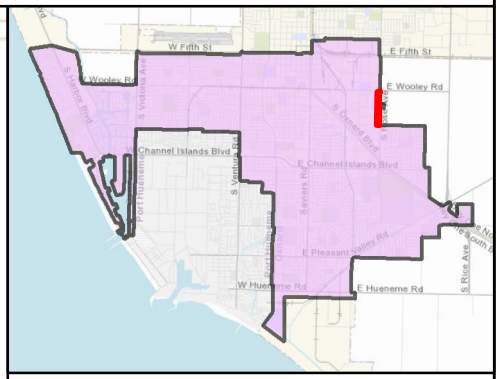
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 28 OF 51, ROSE AVE 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,355 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,187 SQ FT
~0.19 ACRES

PROJECT TREES:
95 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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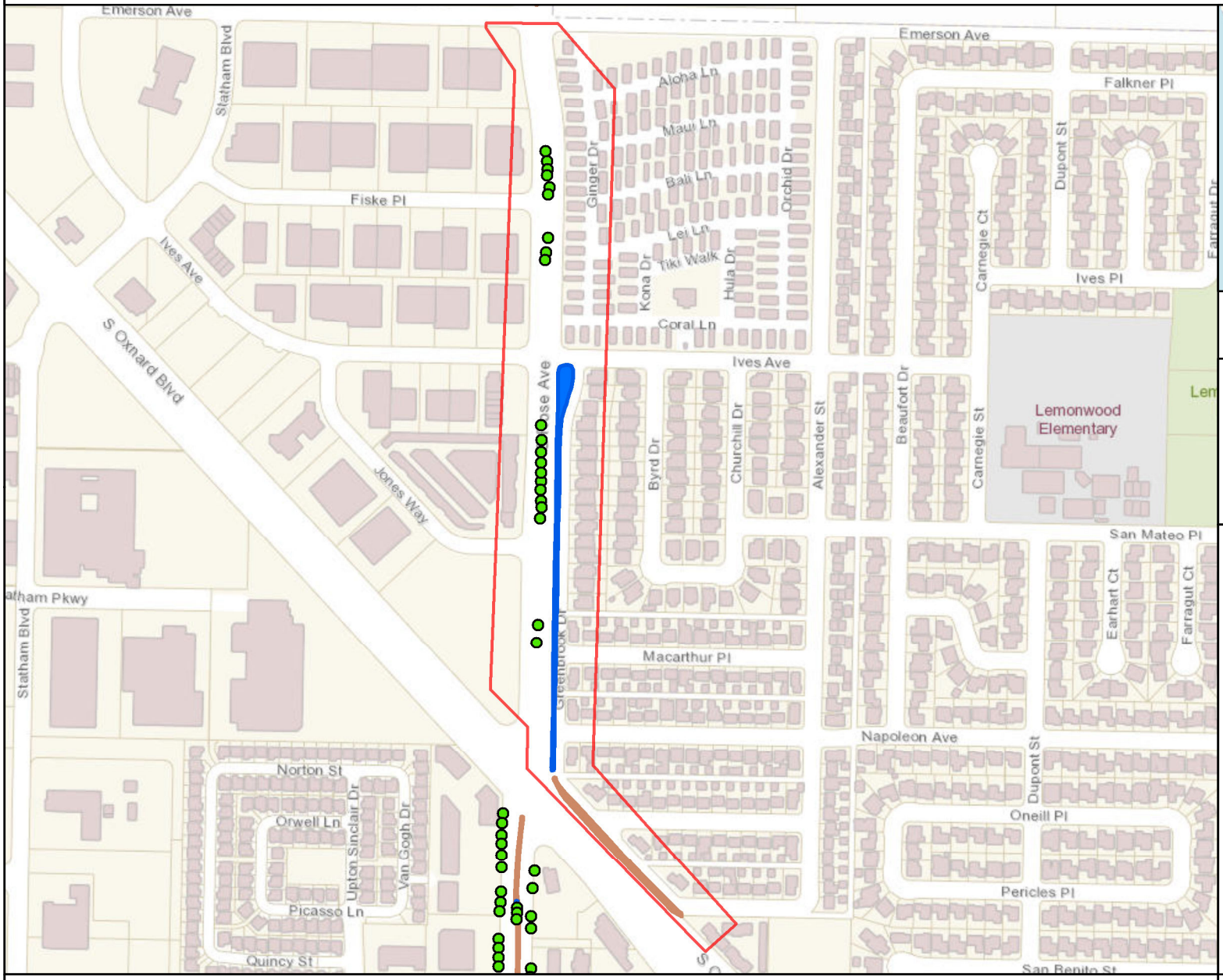
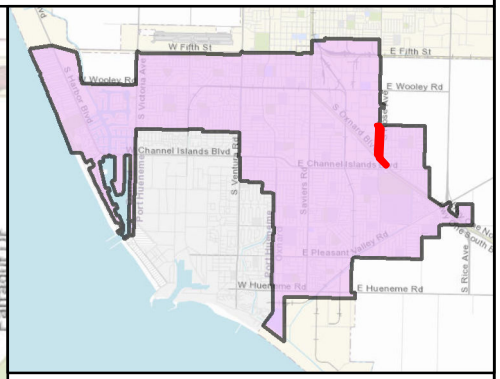
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 29 OF 51, ROSE AVE 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,174 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,899 SQ FT
~0.2 ACRES

PROJECT TREES:
21 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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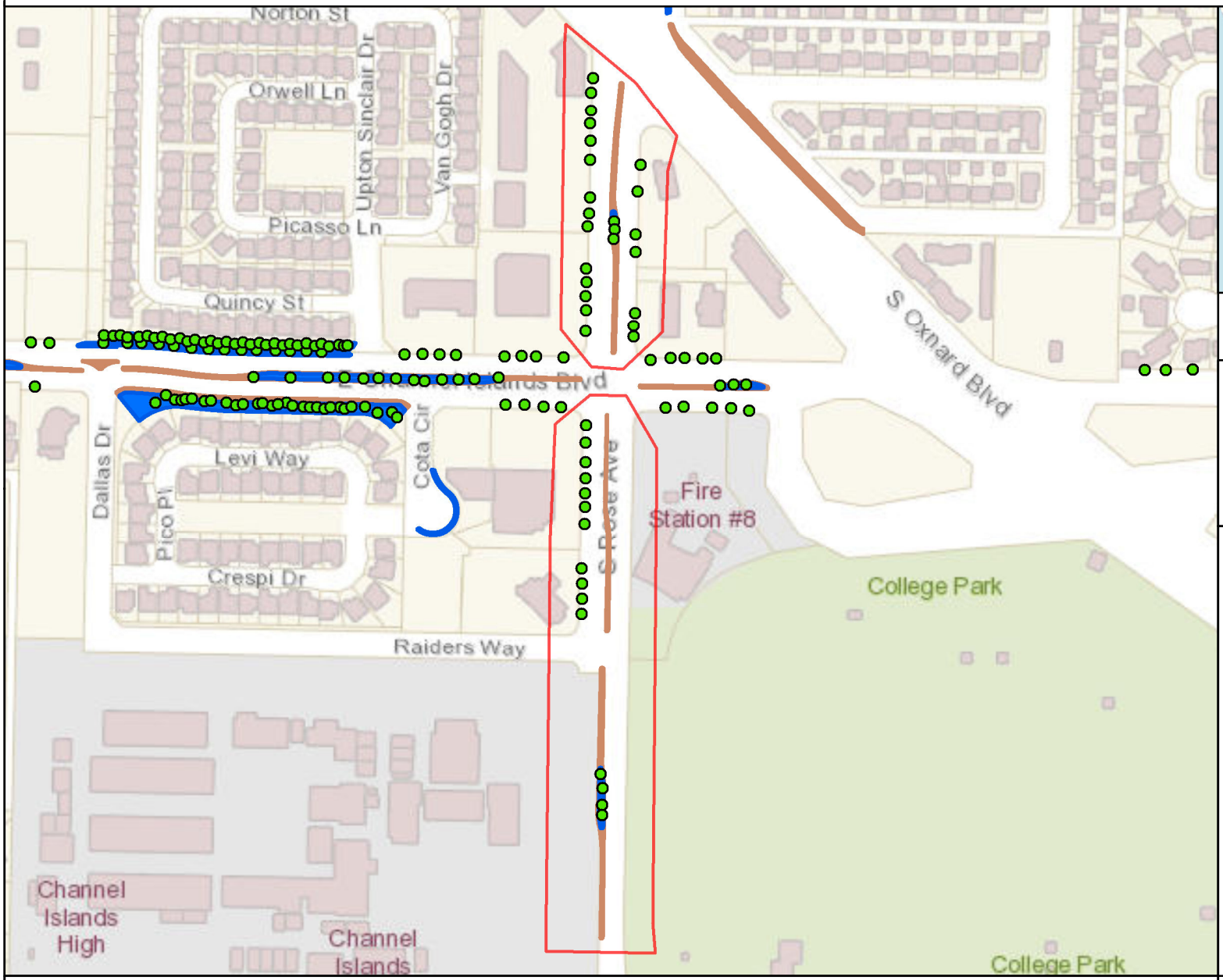
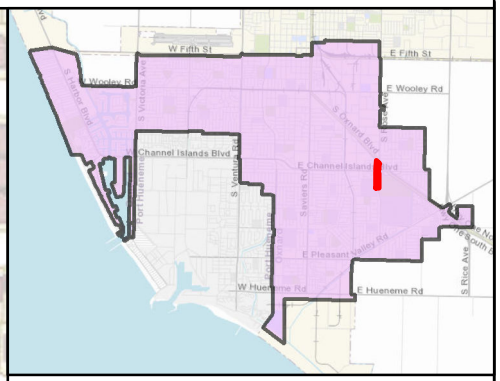
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 30 OF 51, ROSE AVE 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,913 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,950 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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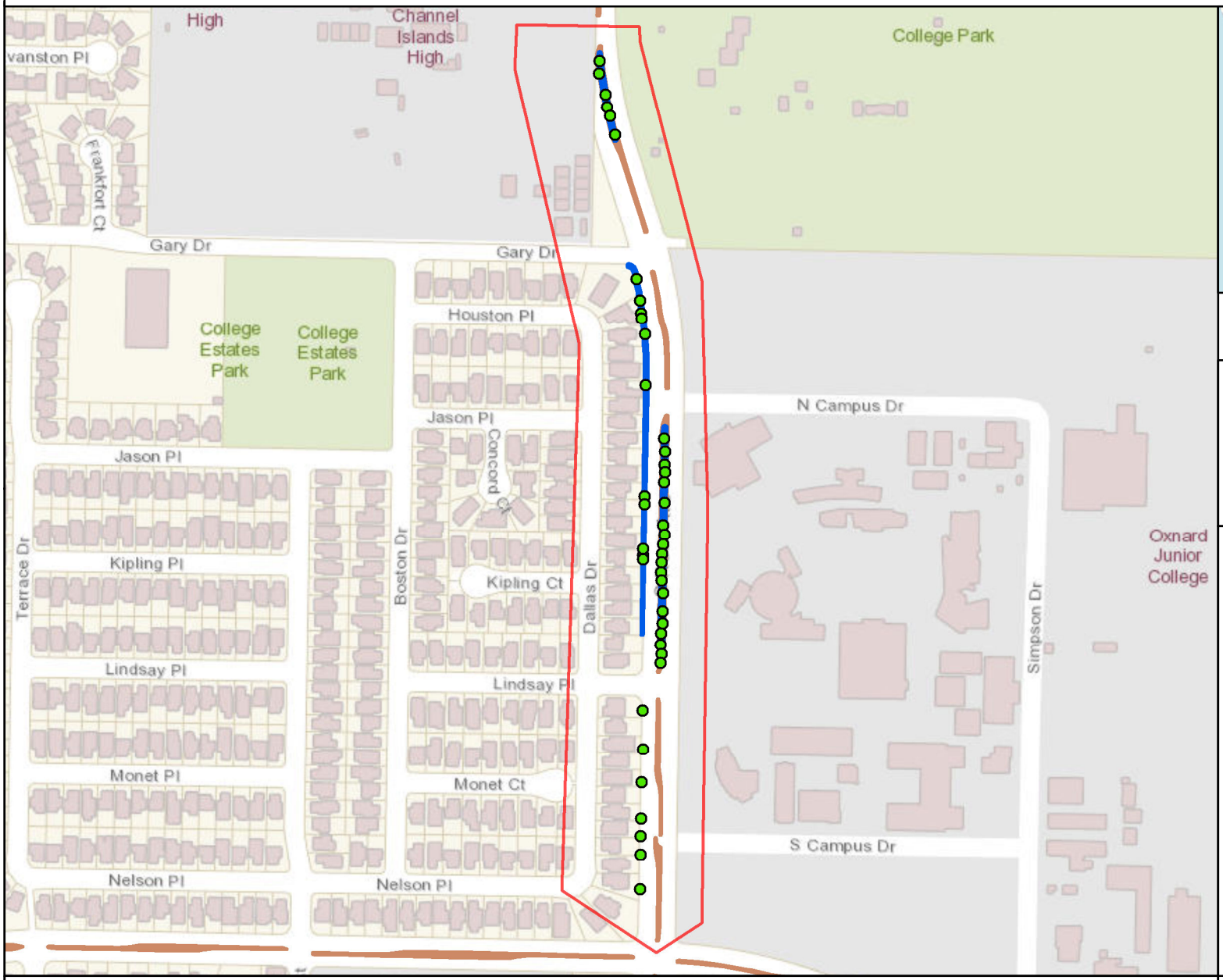
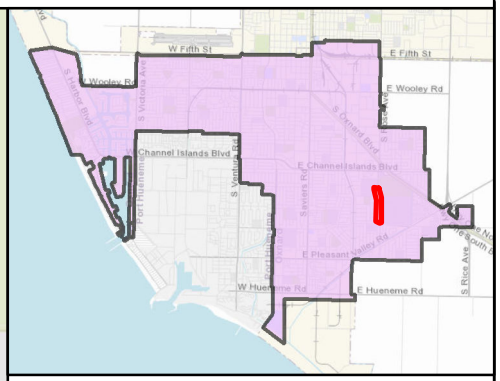
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 31 OF 51, ROSE AVE 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~19,598 SQ FT
~0.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,671 SQ FT
~0.29 ACRES

PROJECT TREES:
44 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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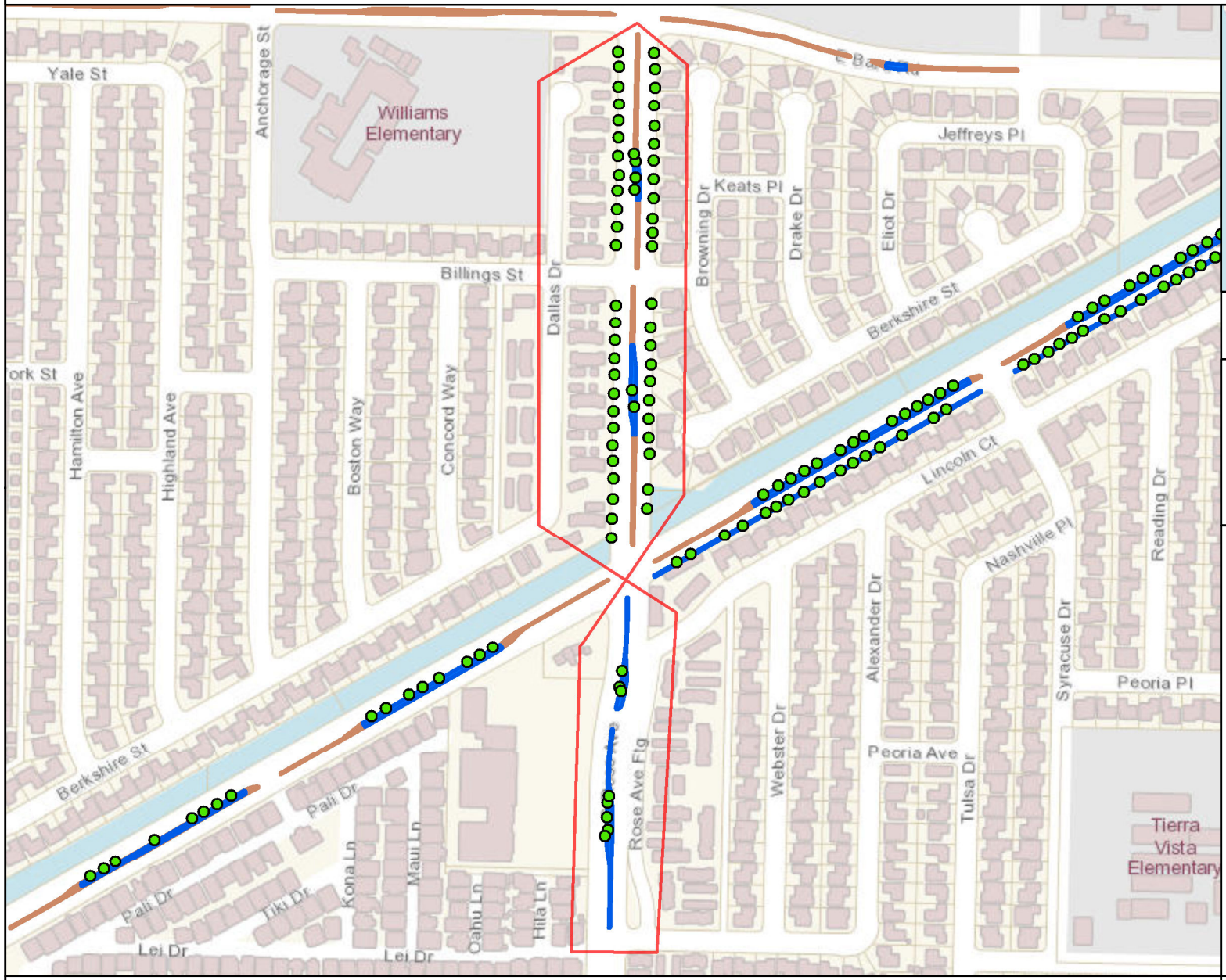
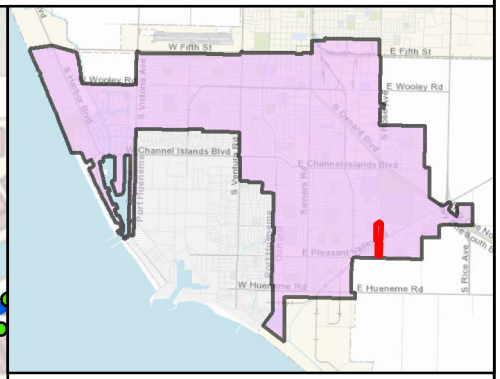
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 32 OF 51, ROSE AVE 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,964 SQ FT
~0.27 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,076 SQ FT
~0.14 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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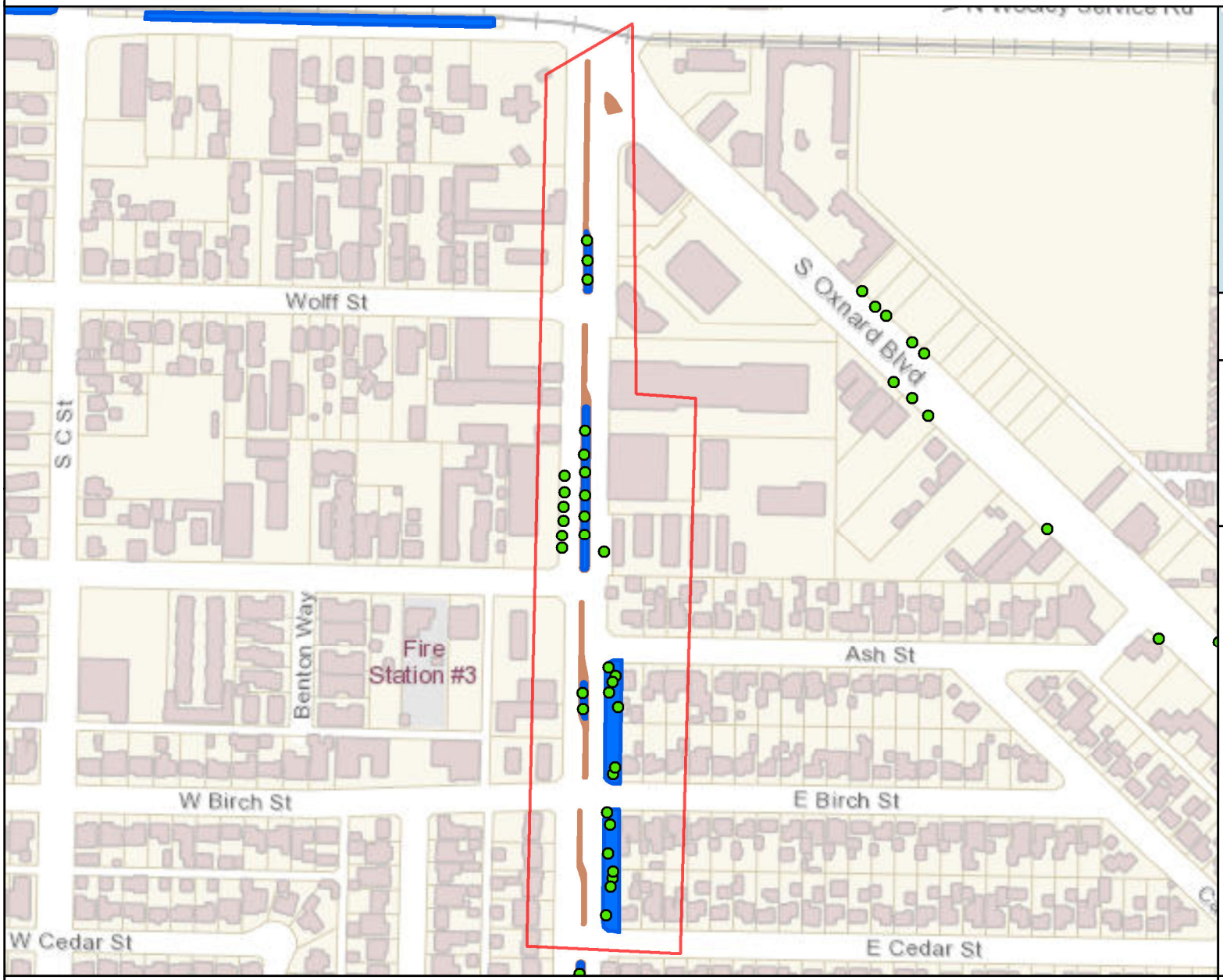
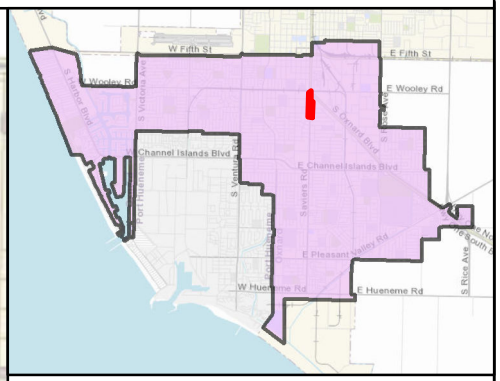
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 33 OF 51, SAVIERS RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,859 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,211 SQ FT
~0.21 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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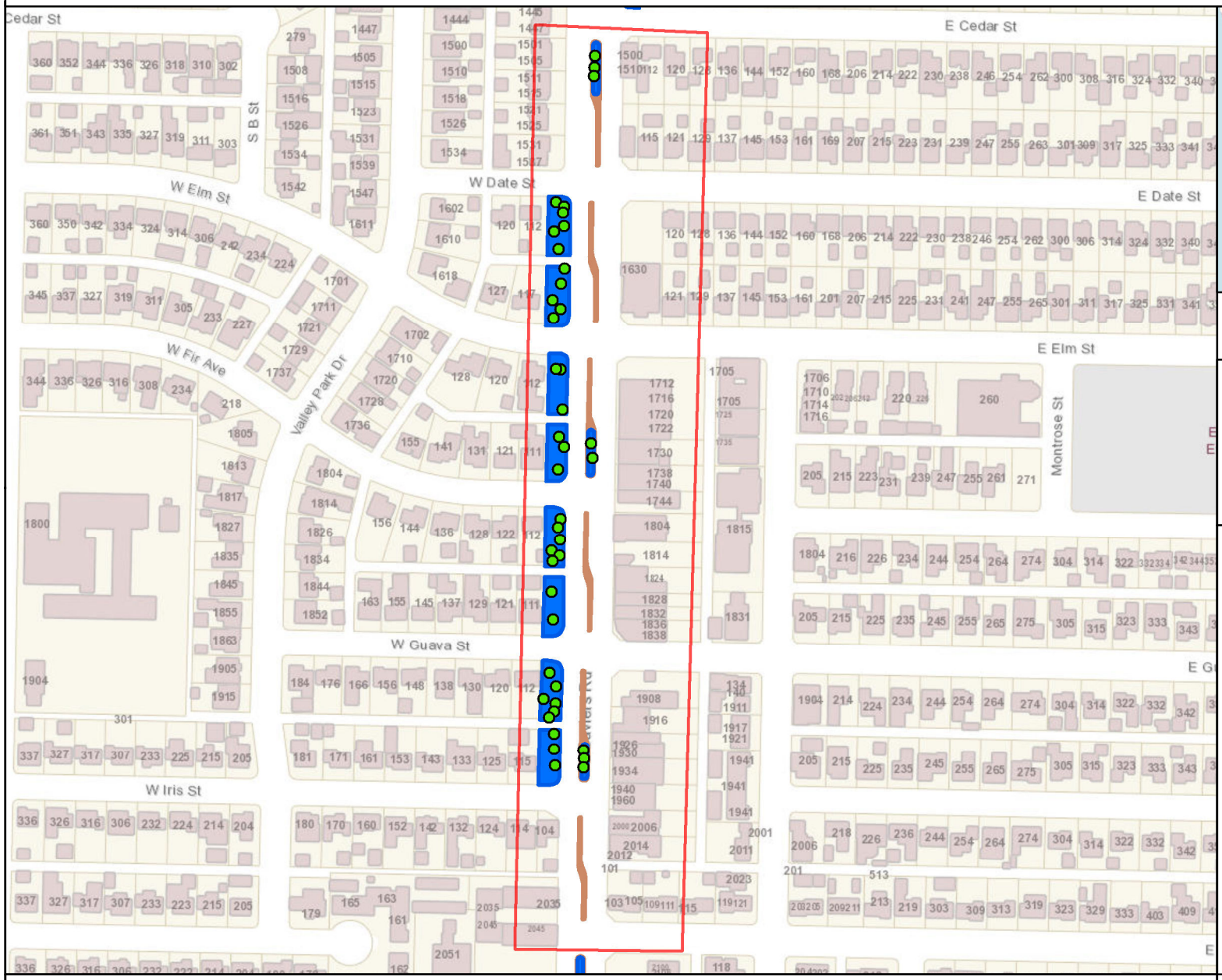
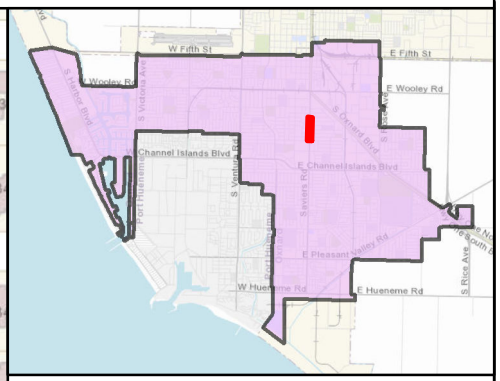
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 34 OF 51, SAVIERS RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,888 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,436 SQ FT
~0.15 ACRES

PROJECT TREES:
42 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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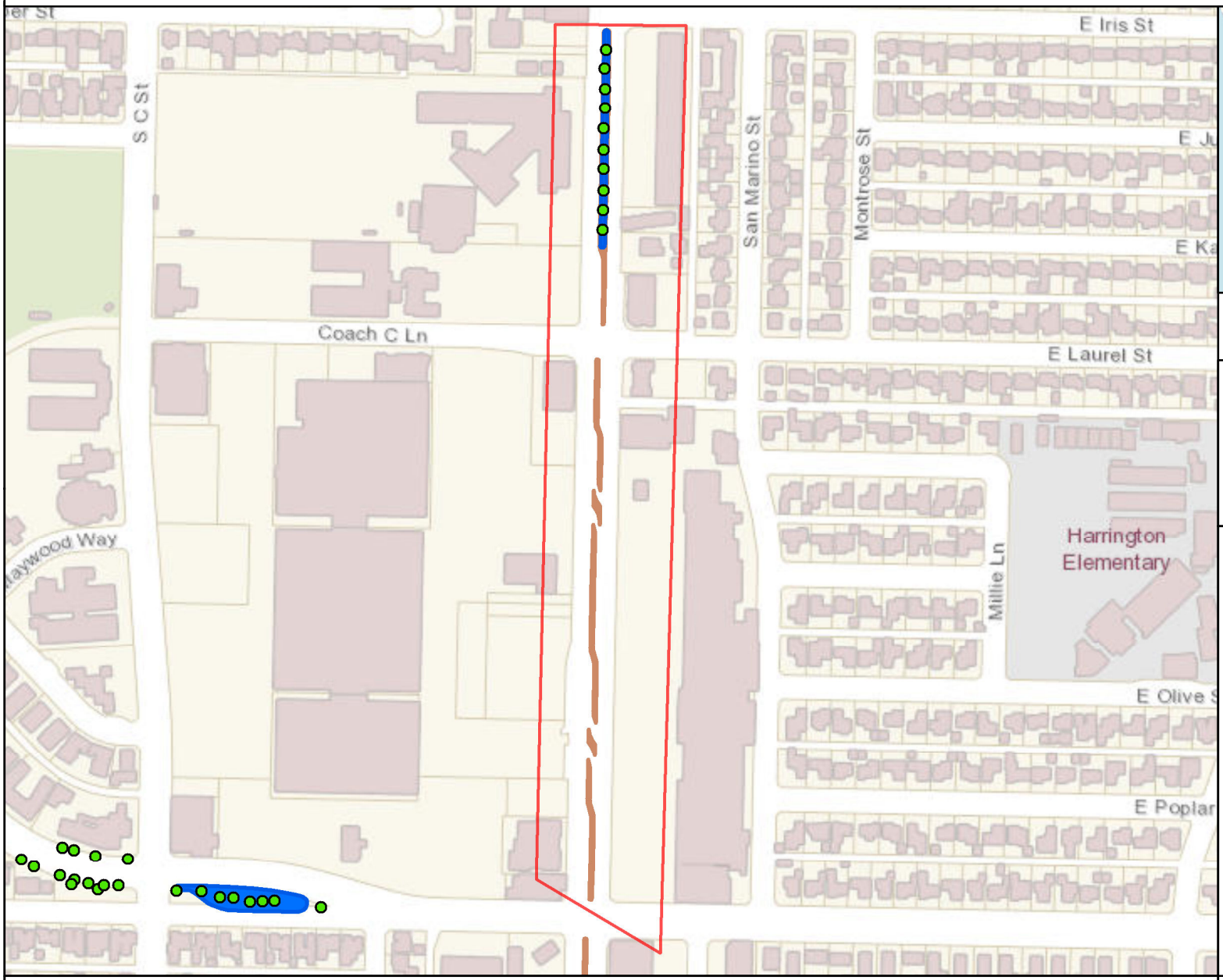
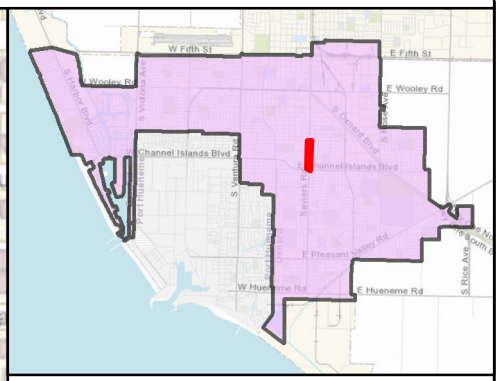
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 35 OF 51, SAVIERS RD 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,985 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,885 SQ FT
~0.25 ACRES

PROJECT TREES:
10 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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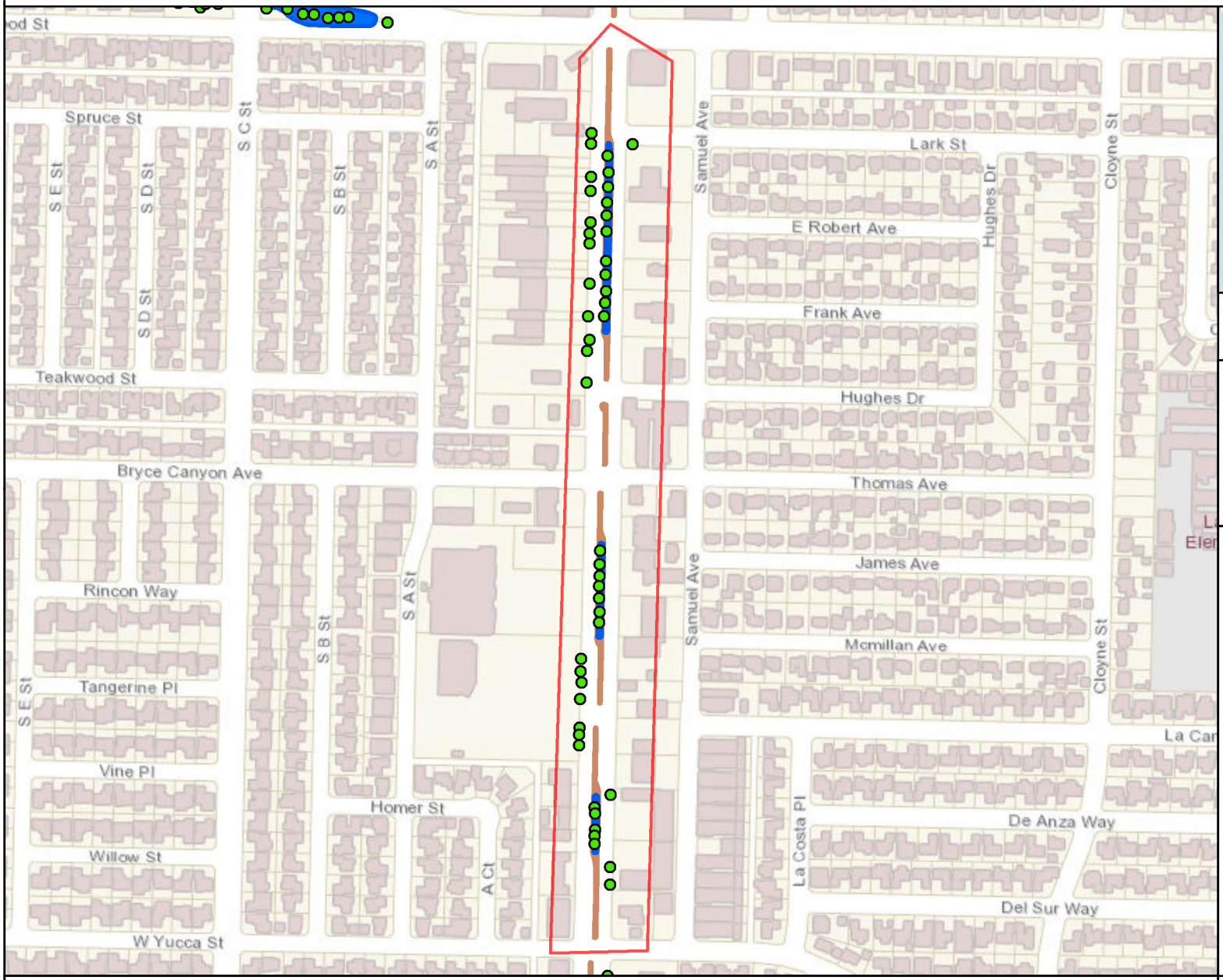
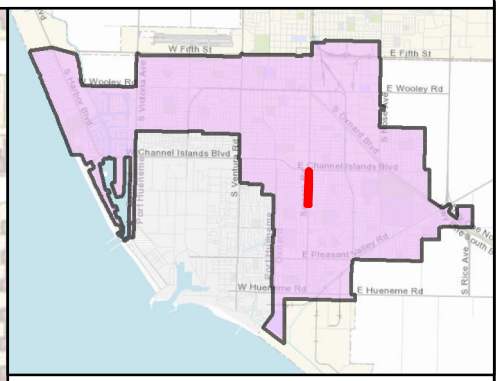
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 36 OF 51, SAVIERS RD 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,602 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~15,405 SQ FT
~0.35 ACRES

PROJECT TREES:
46 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

N W E S

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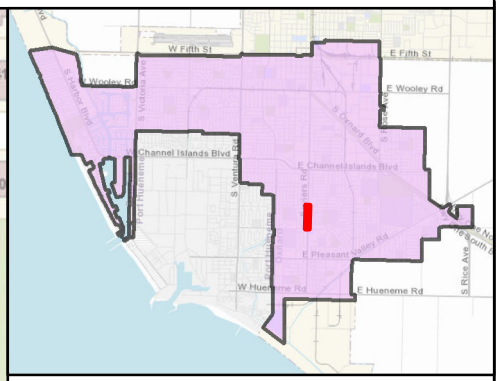
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 37 OF 51, SAVIERS RD 5



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,160 SQ FT
~0.3 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,635 SQ FT
~0.2 ACRES

PROJECT TREES:
42 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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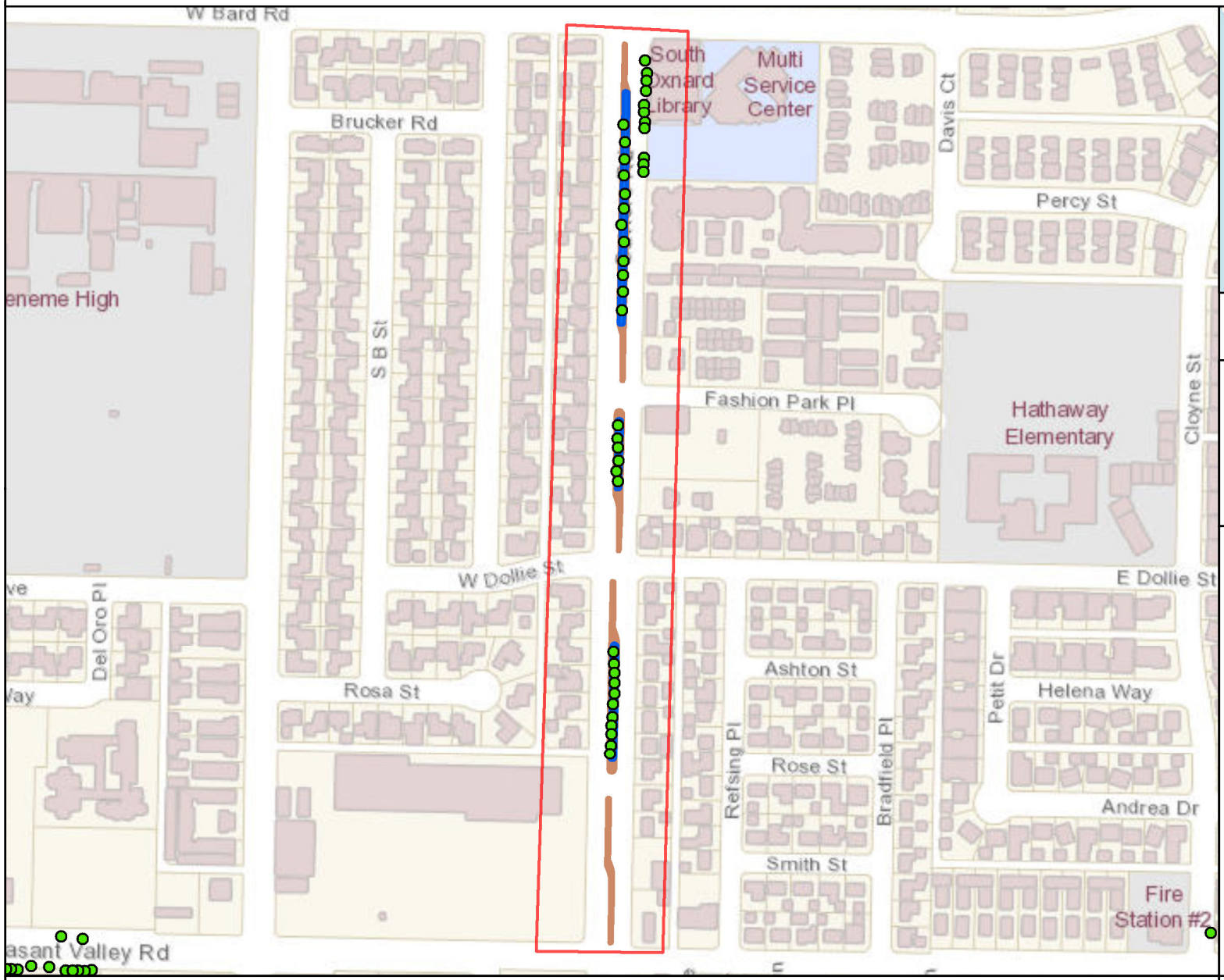
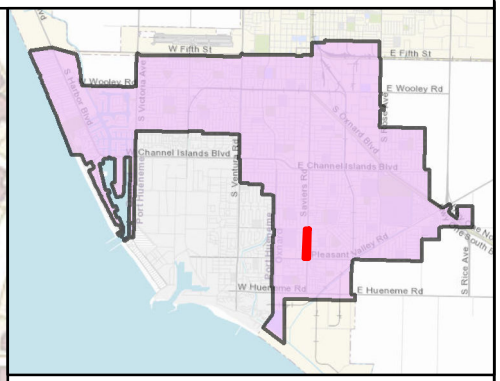
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 38 OF 51, SAVIERS RD 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,509 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,763 SQ FT
~0.34 ACRES

PROJECT TREES:
40 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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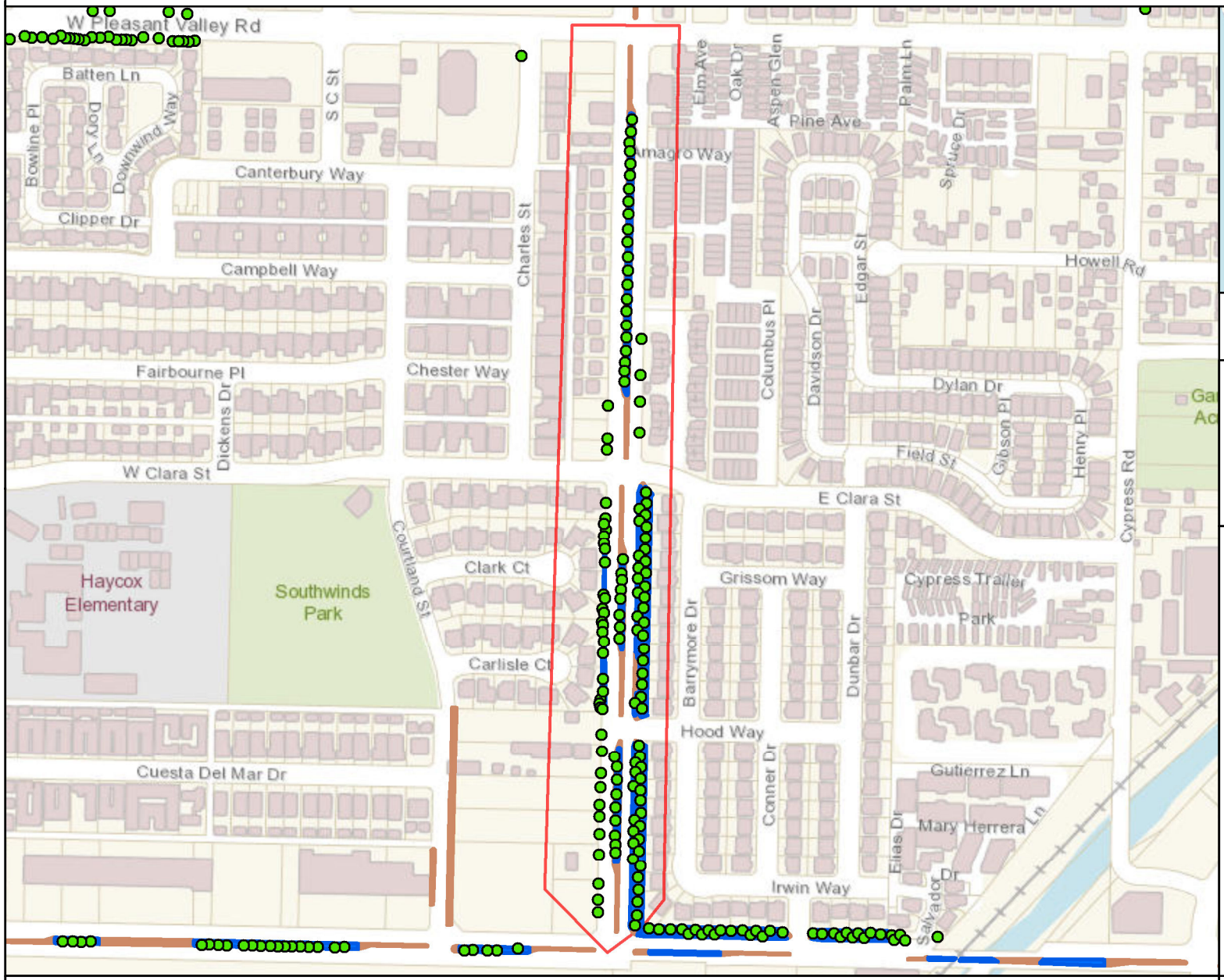
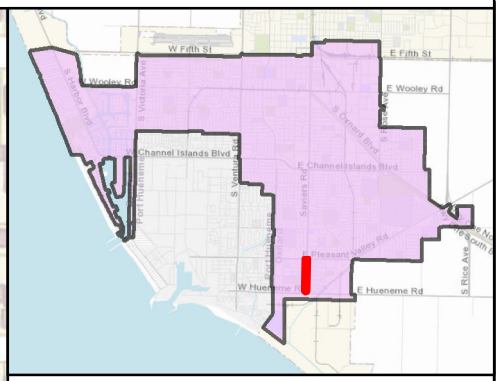
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 39 OF 51, SAVIERS RD 7





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,569 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,290 SQ FT
~0.47 ACRES

PROJECT TREES:
131 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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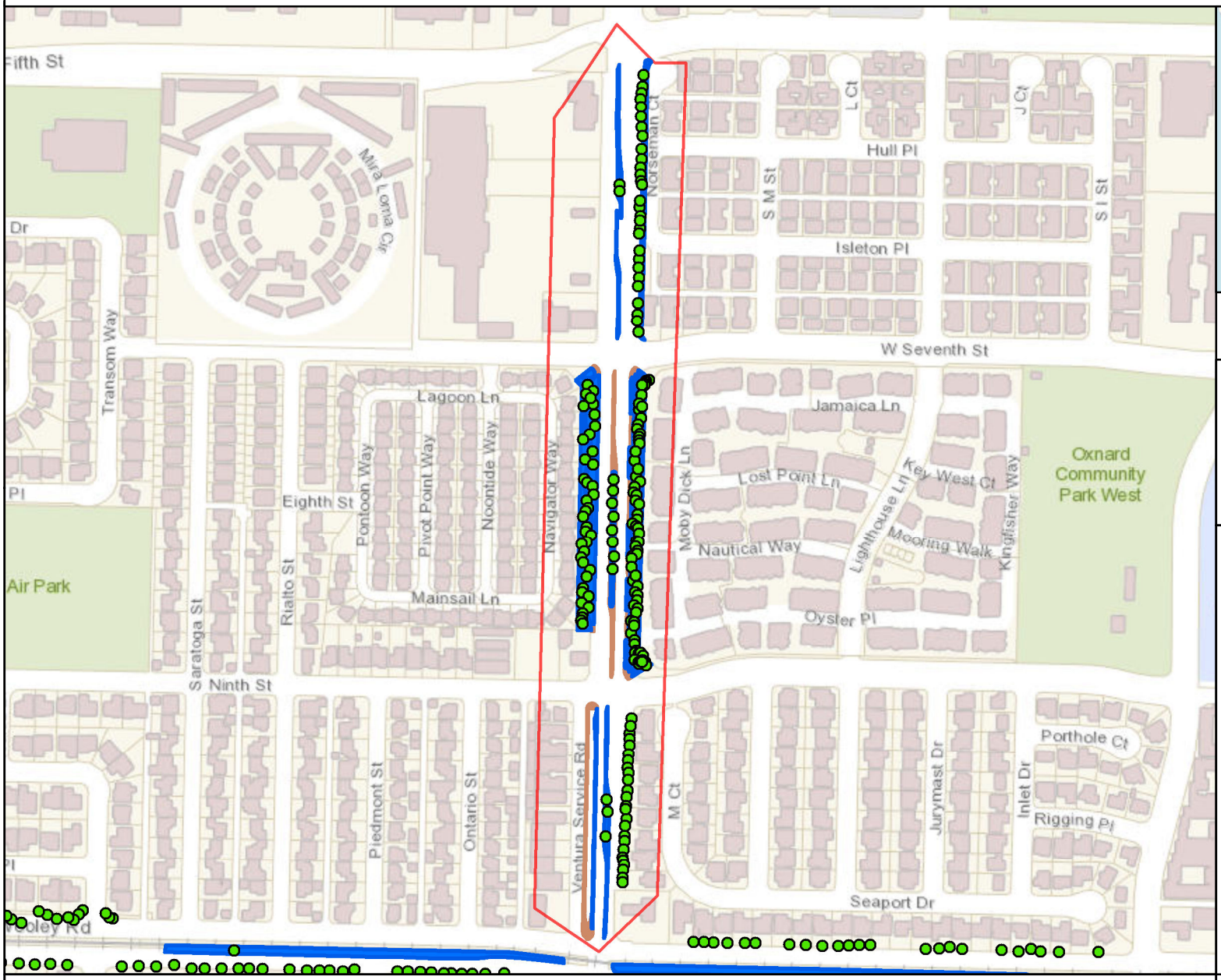
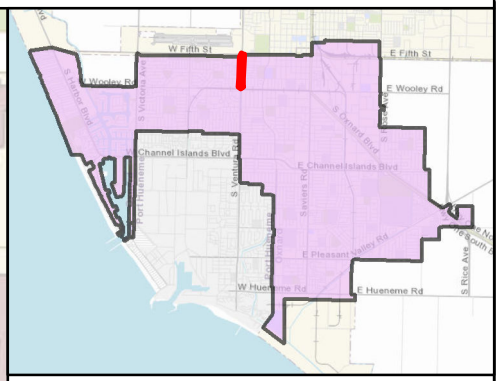
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 40 OF 51, VENTURA 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~79,815 SQ FT
~1.83 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~26,411 SQ FT
~0.61 ACRES

PROJECT TREES:
177 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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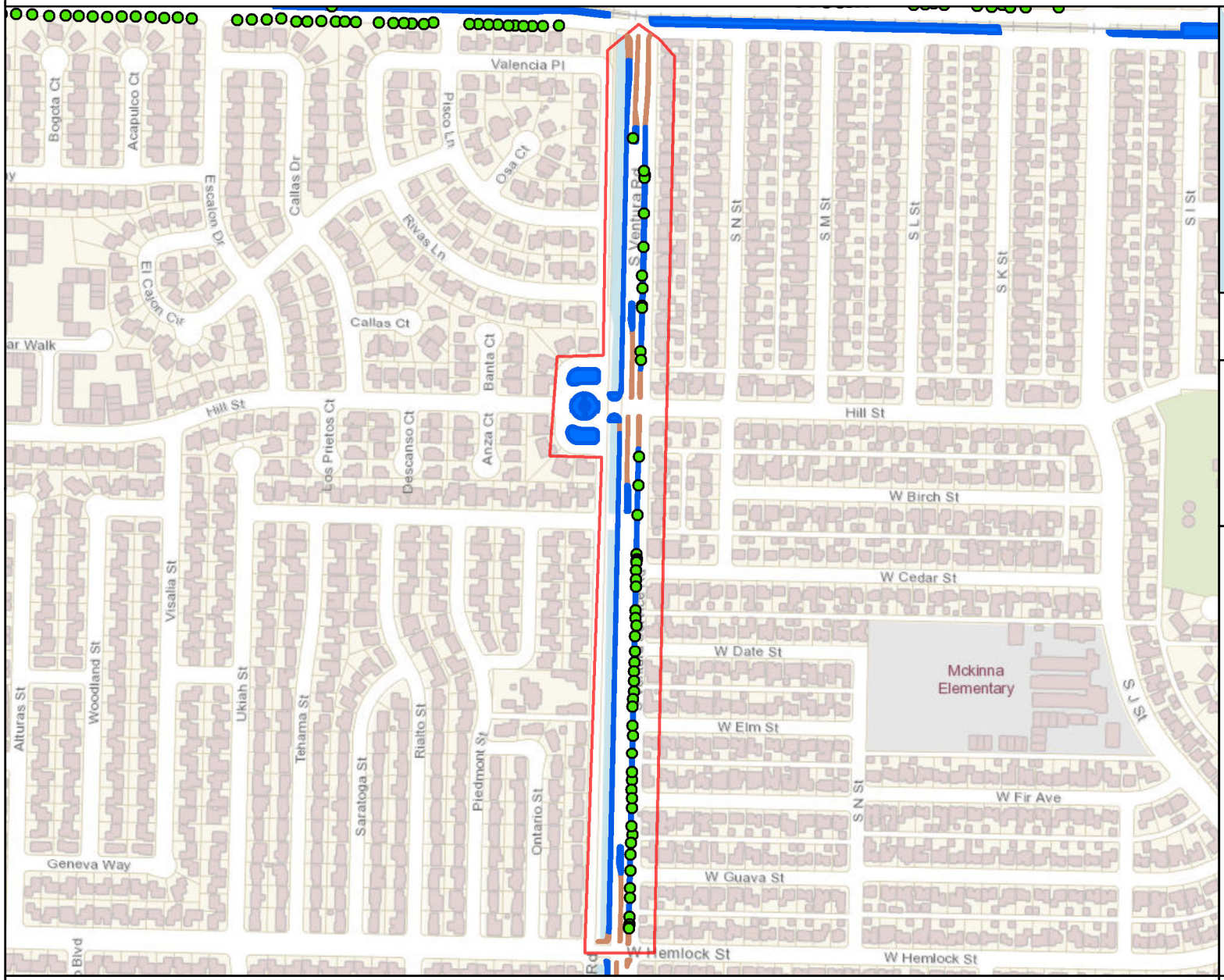
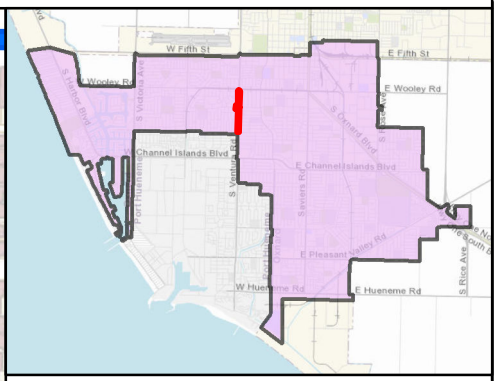
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 41 OF 51, VENTURA 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,941 SQ FT
~1.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,789 SQ FT
~0.22 ACRES

PROJECT TREES:
52 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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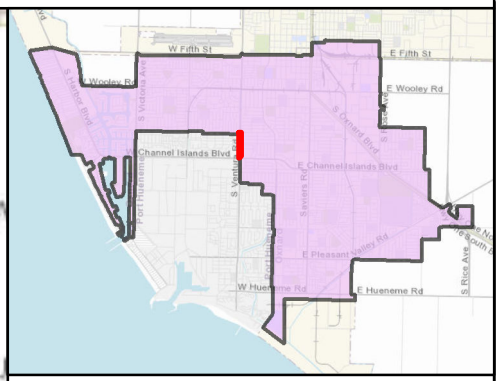
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 42 OF 51, VENTURA 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,433 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,779 SQ FT
~0.18 ACRES

PROJECT TREES:
7 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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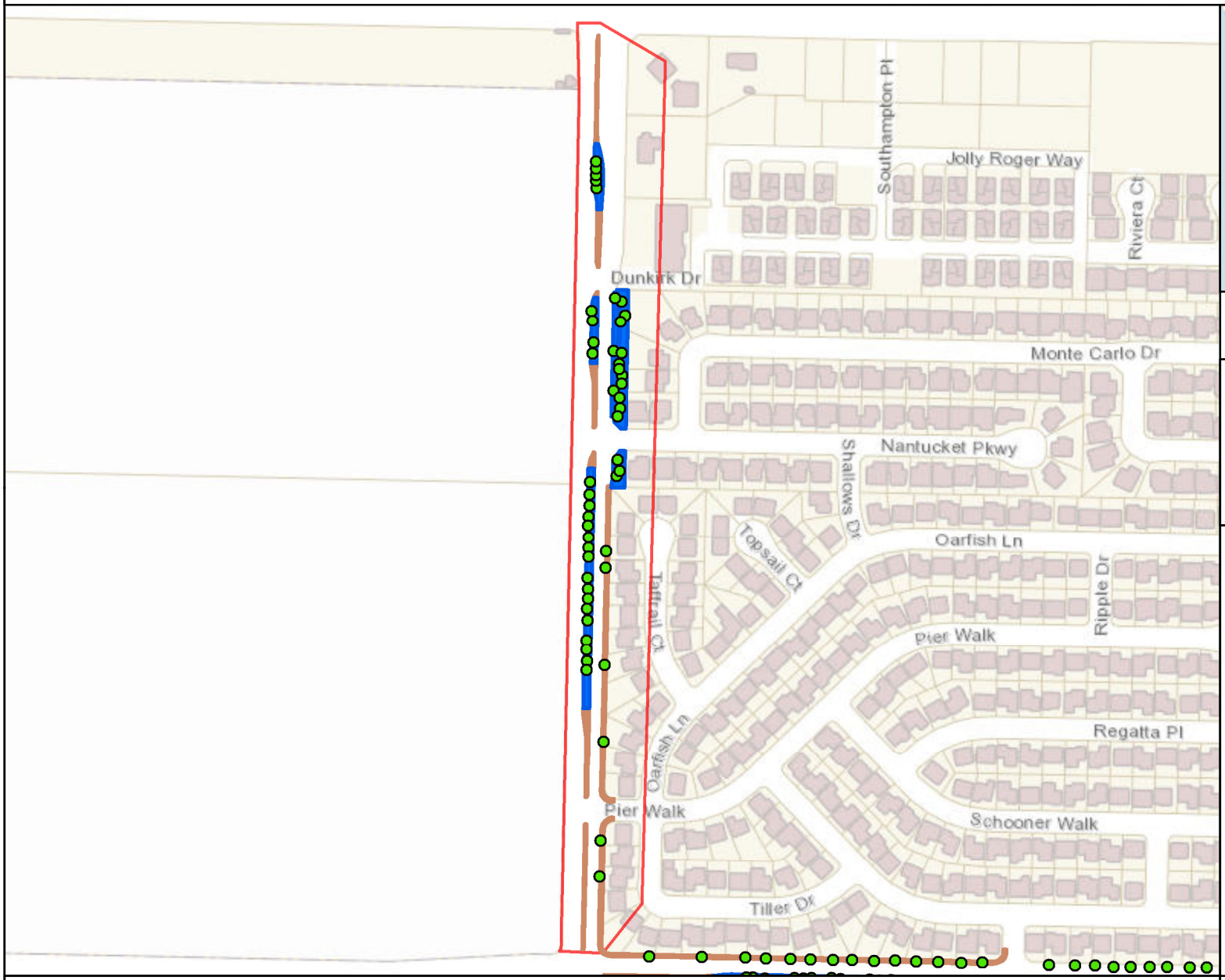
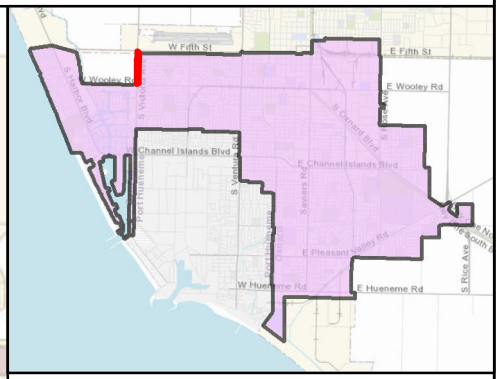
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 43 OF 51, VICTORIA 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,560 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,566 SQ FT
~0.45 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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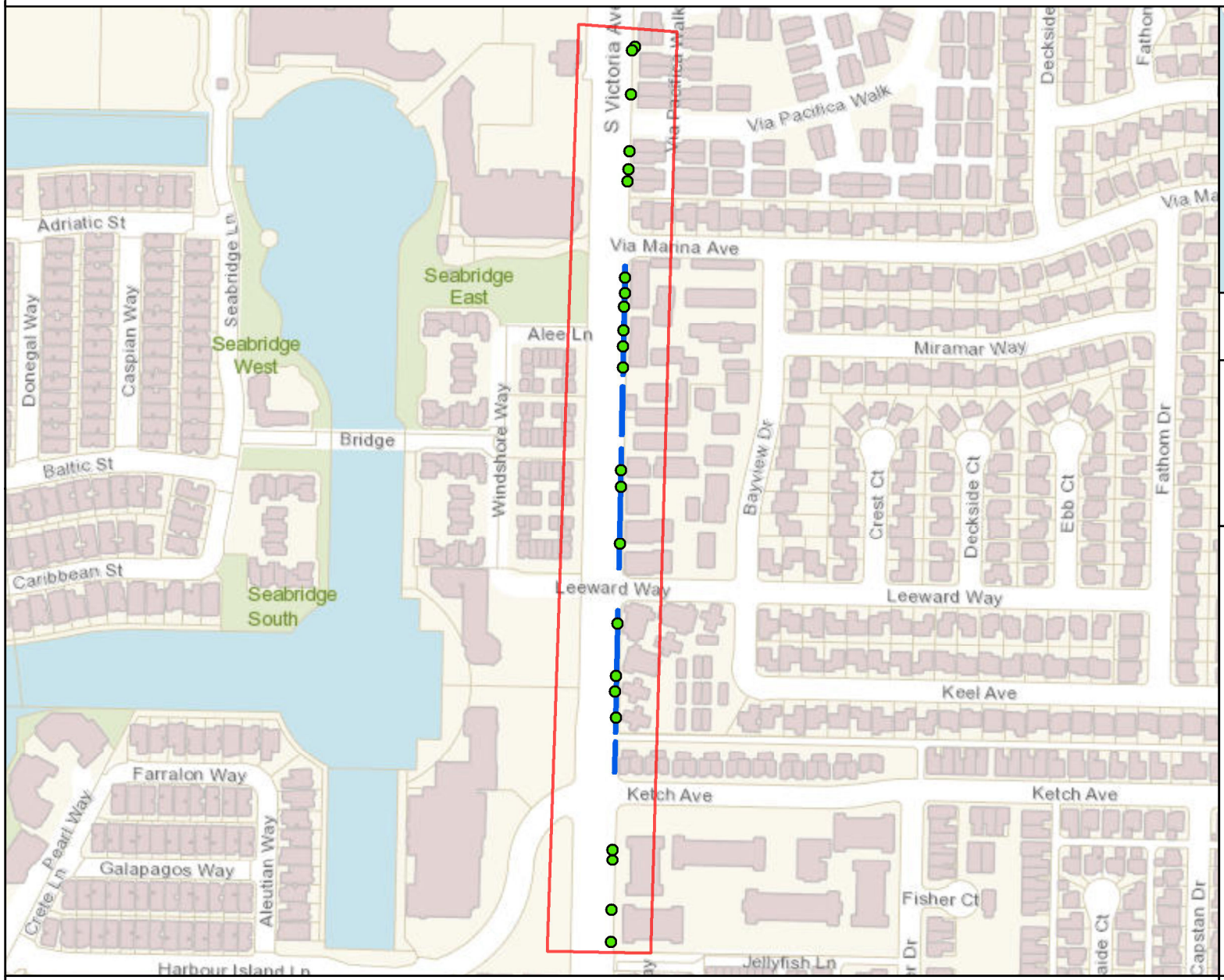
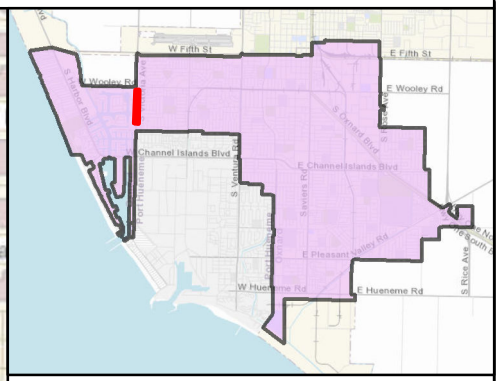
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 44 OF 51, VICTORIA 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,305 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
23 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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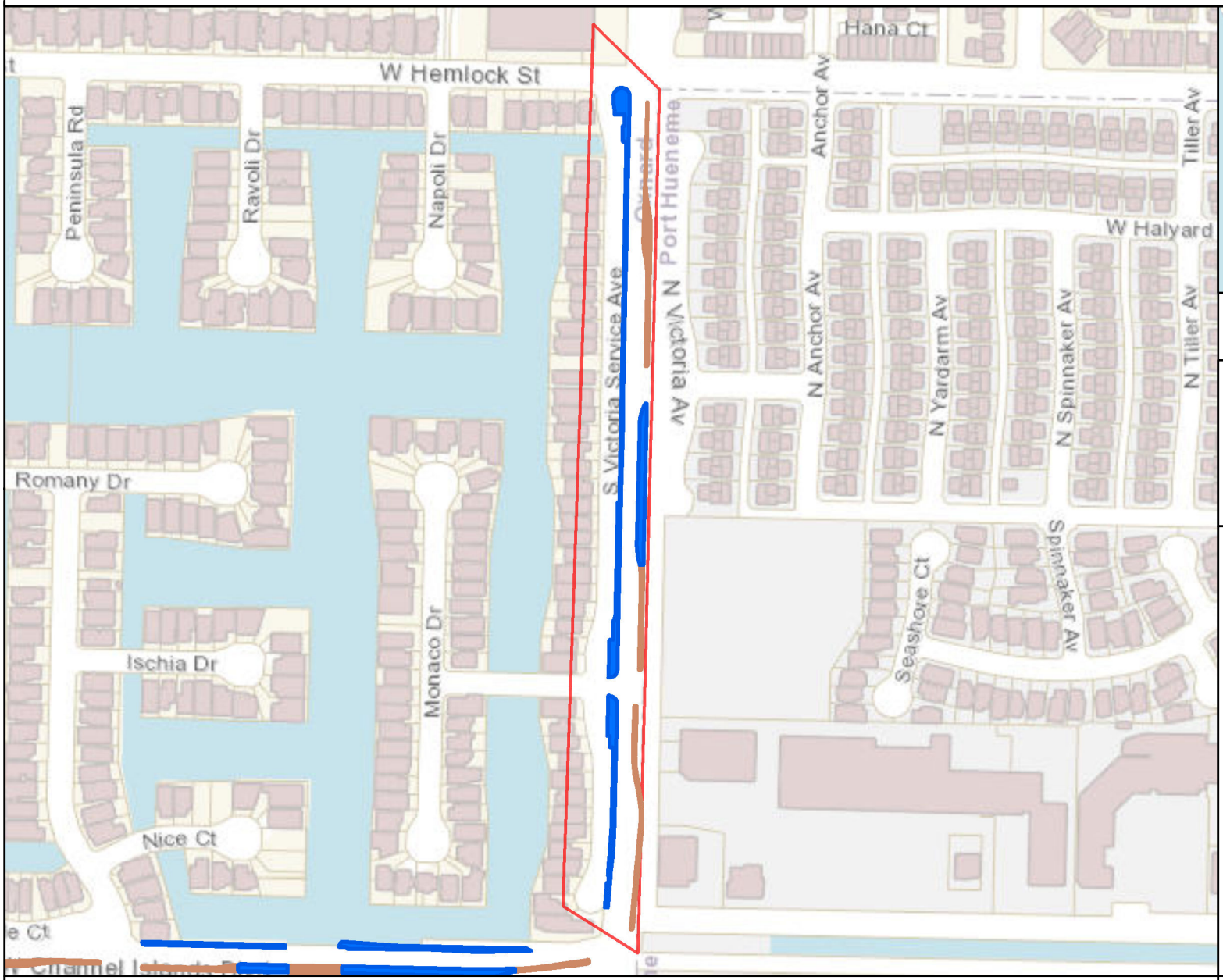
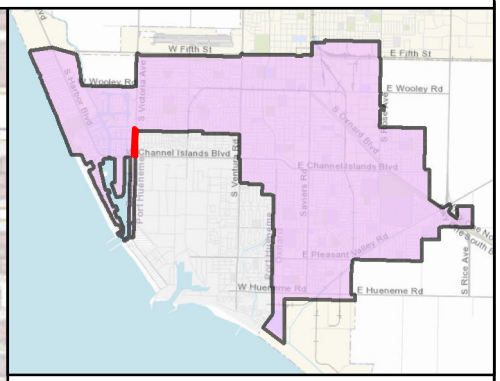
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 45 OF 51, VICTORIA 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,480 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,673 SQ FT
~0.18 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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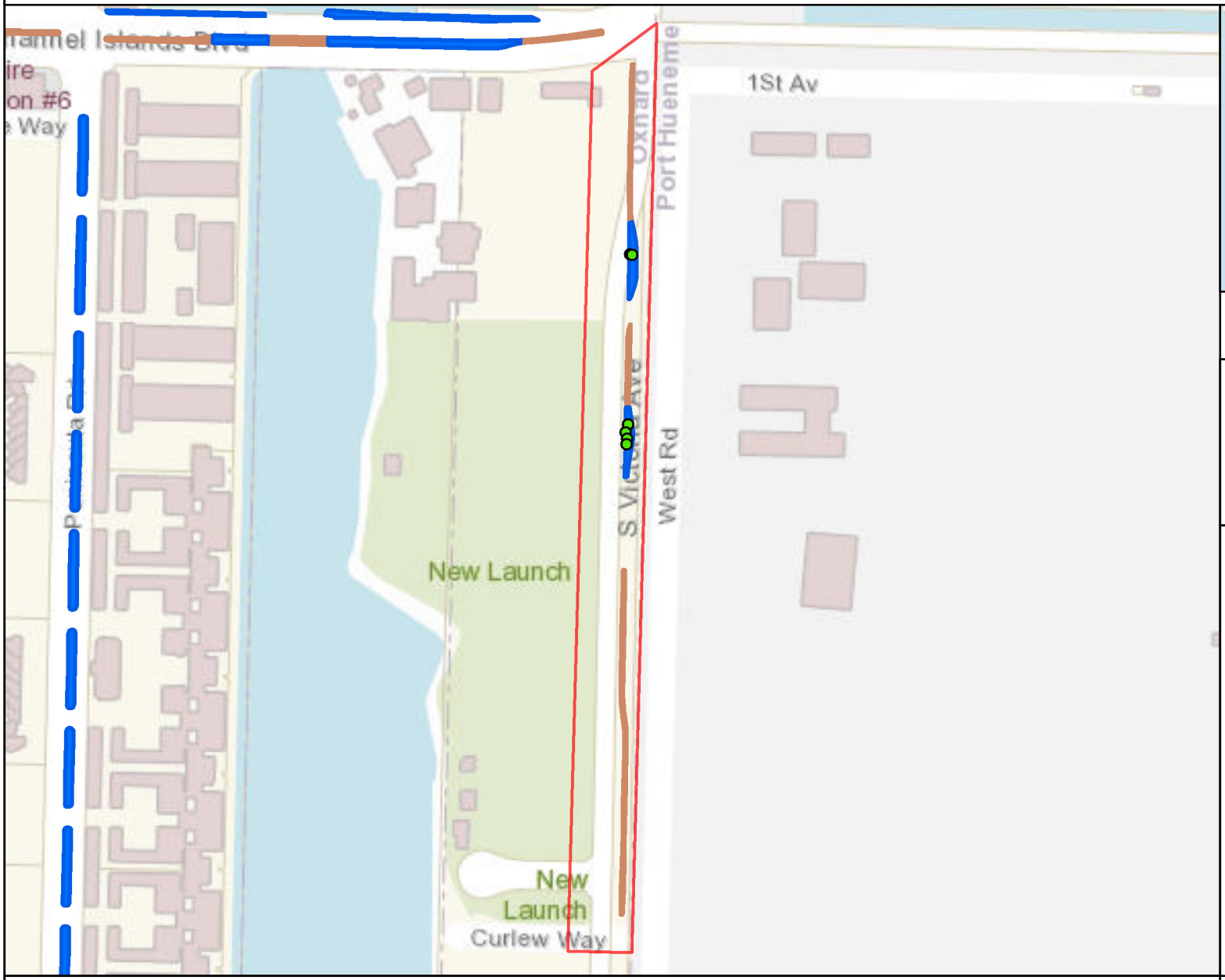
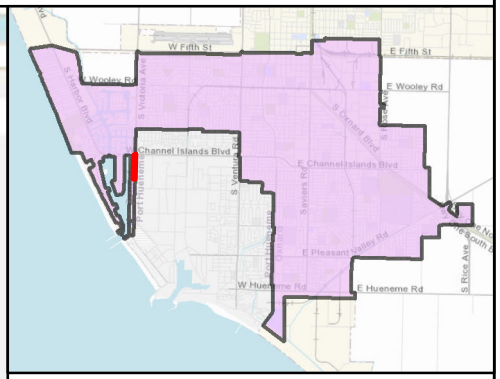
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 46 OF 51, VICTORIA 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~3,620 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~6,496 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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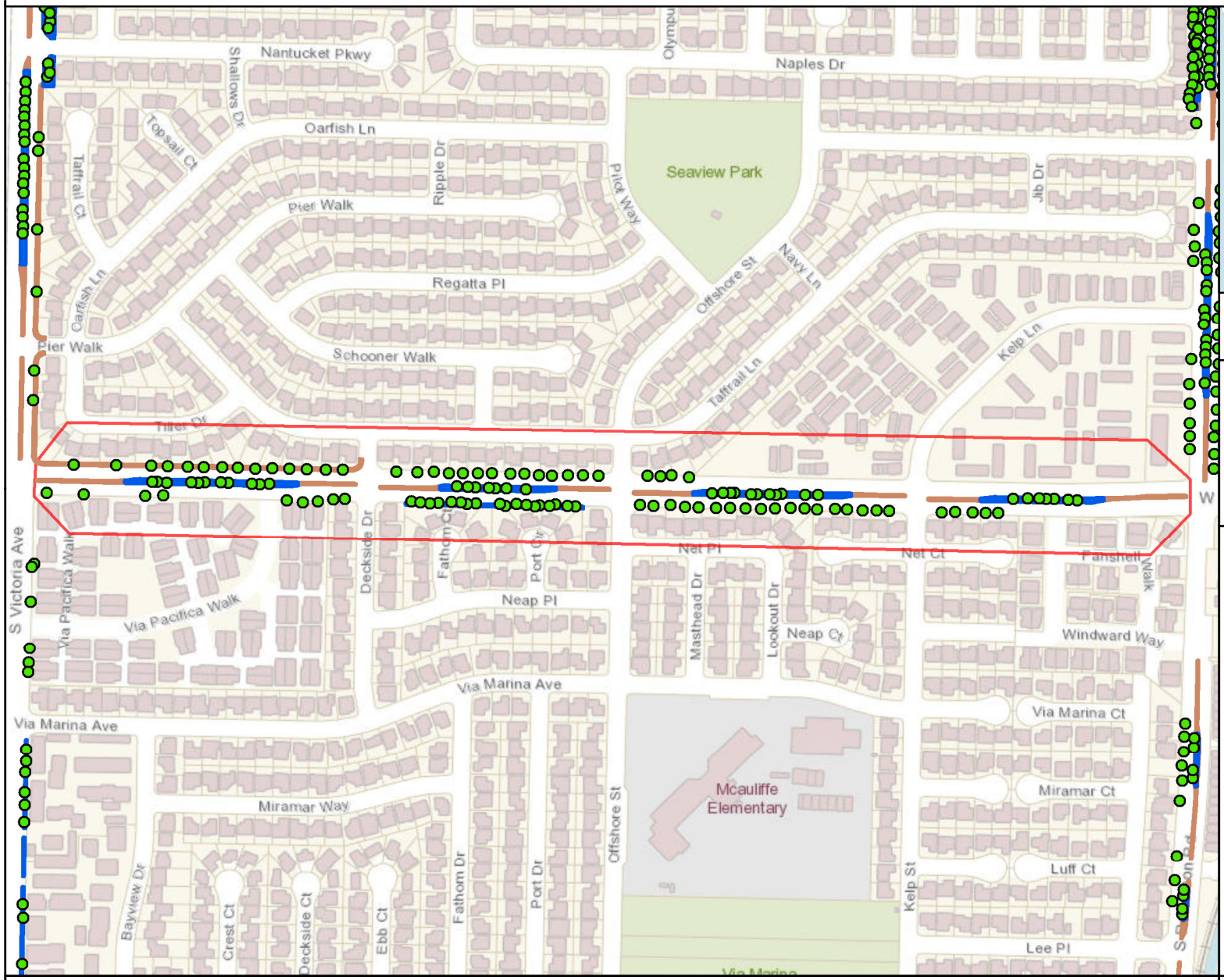
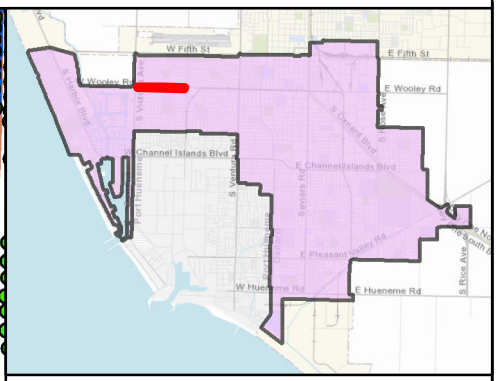
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 47 OF 51, WOOLEY 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,860 SQ FT
~0.71 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~17,365 SQ FT
~0.4 ACRES

PROJECT TREES:
118 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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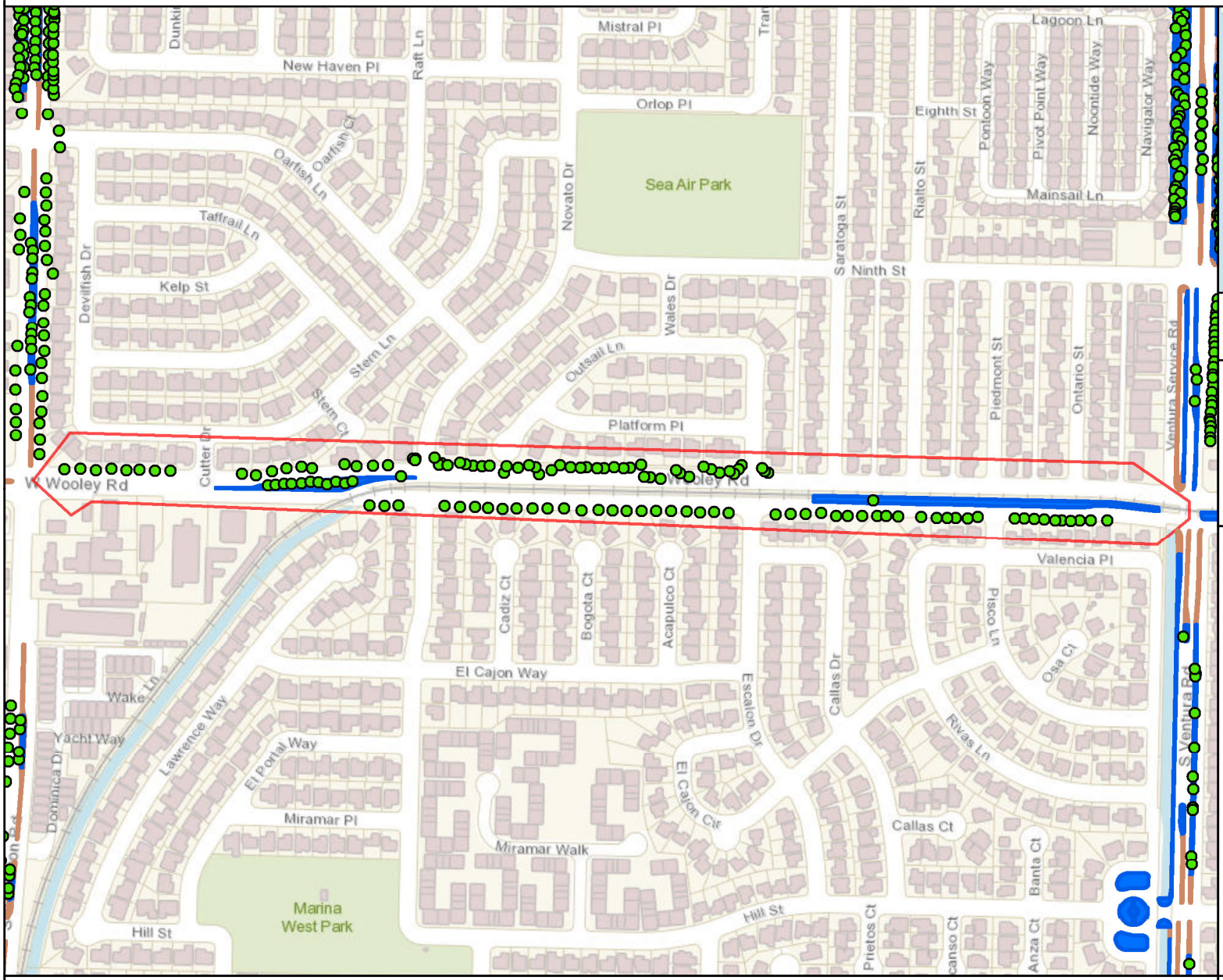
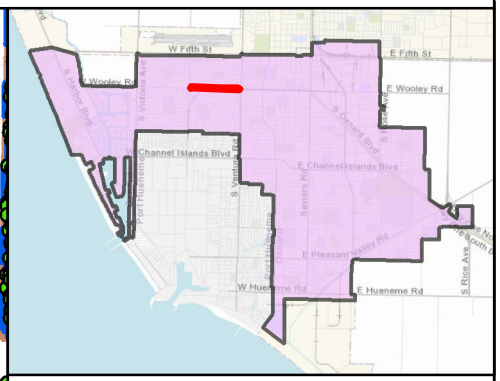
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 48 OF 51, WOOLEY 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~34,887 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
125 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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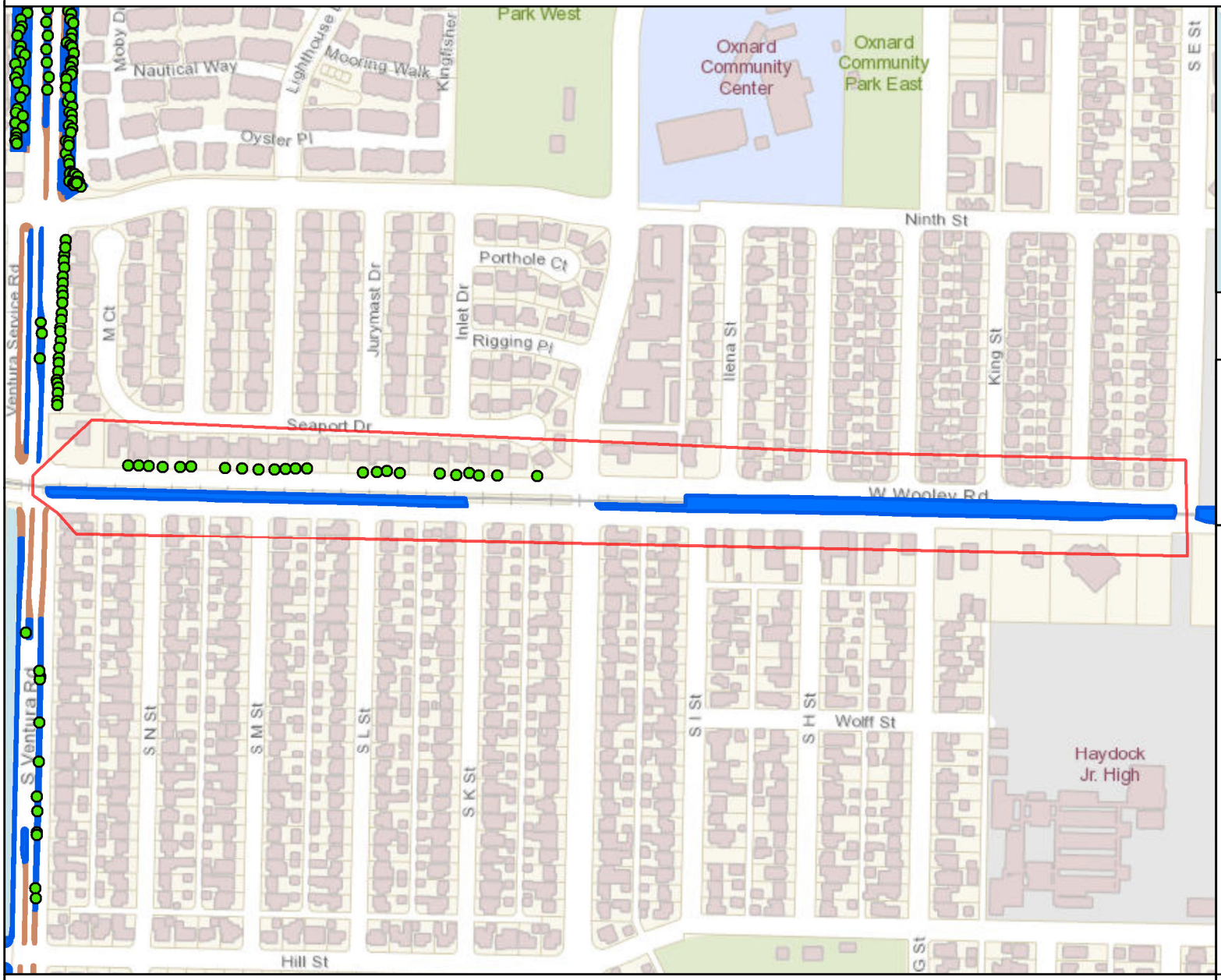
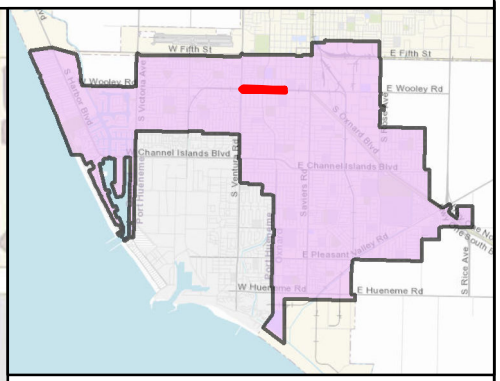
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 49 OF 51, WOOLEY 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~94,522 SQ FT
~2.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
23 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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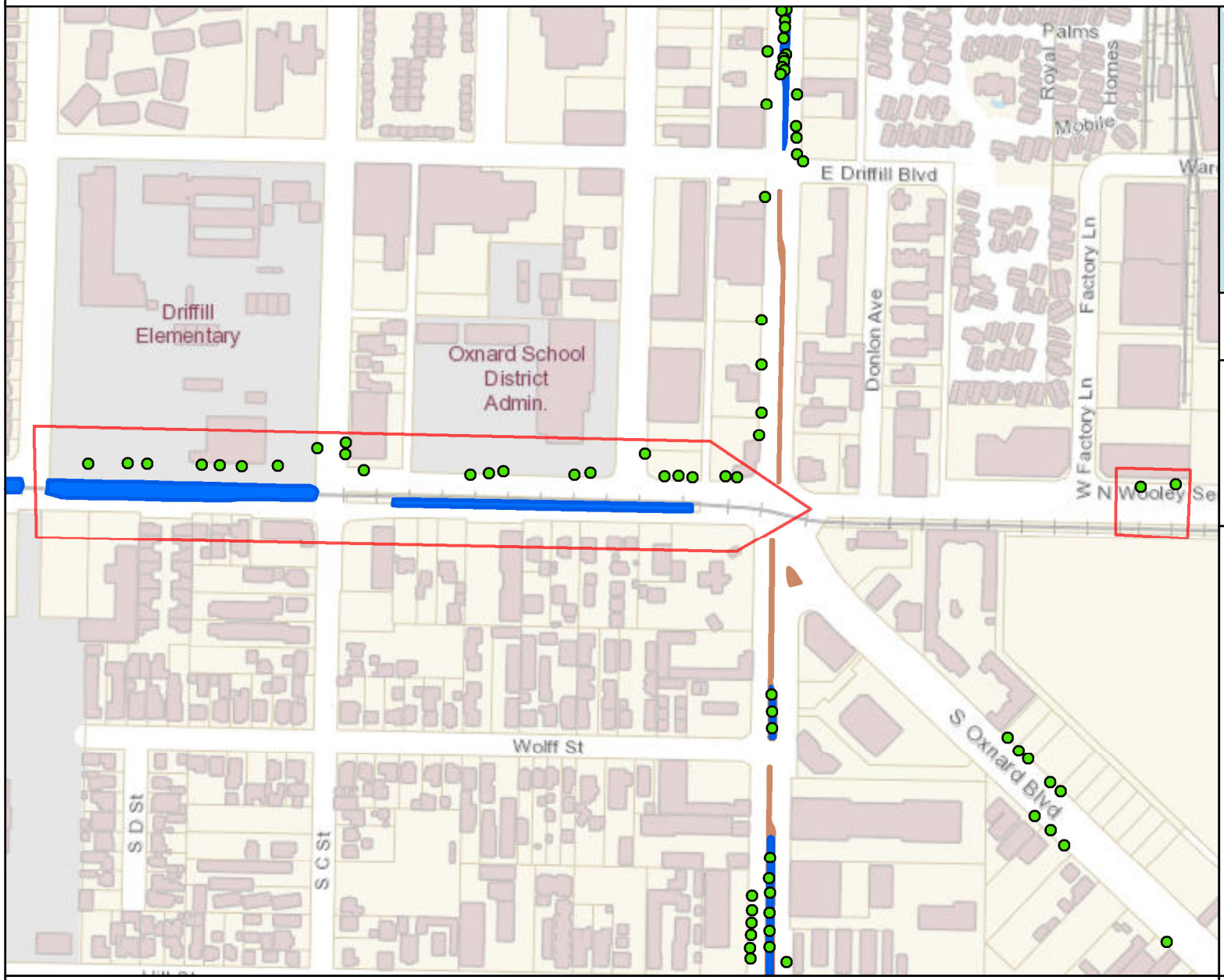
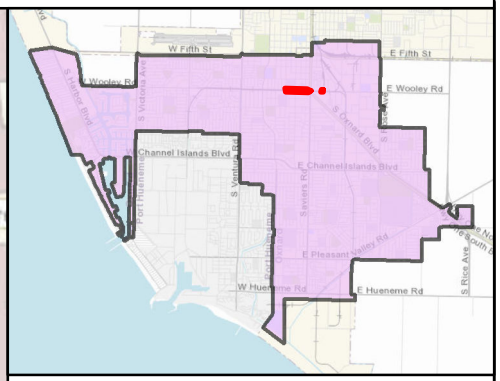
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 50 OF 51, WOOLEY 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,348 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
24 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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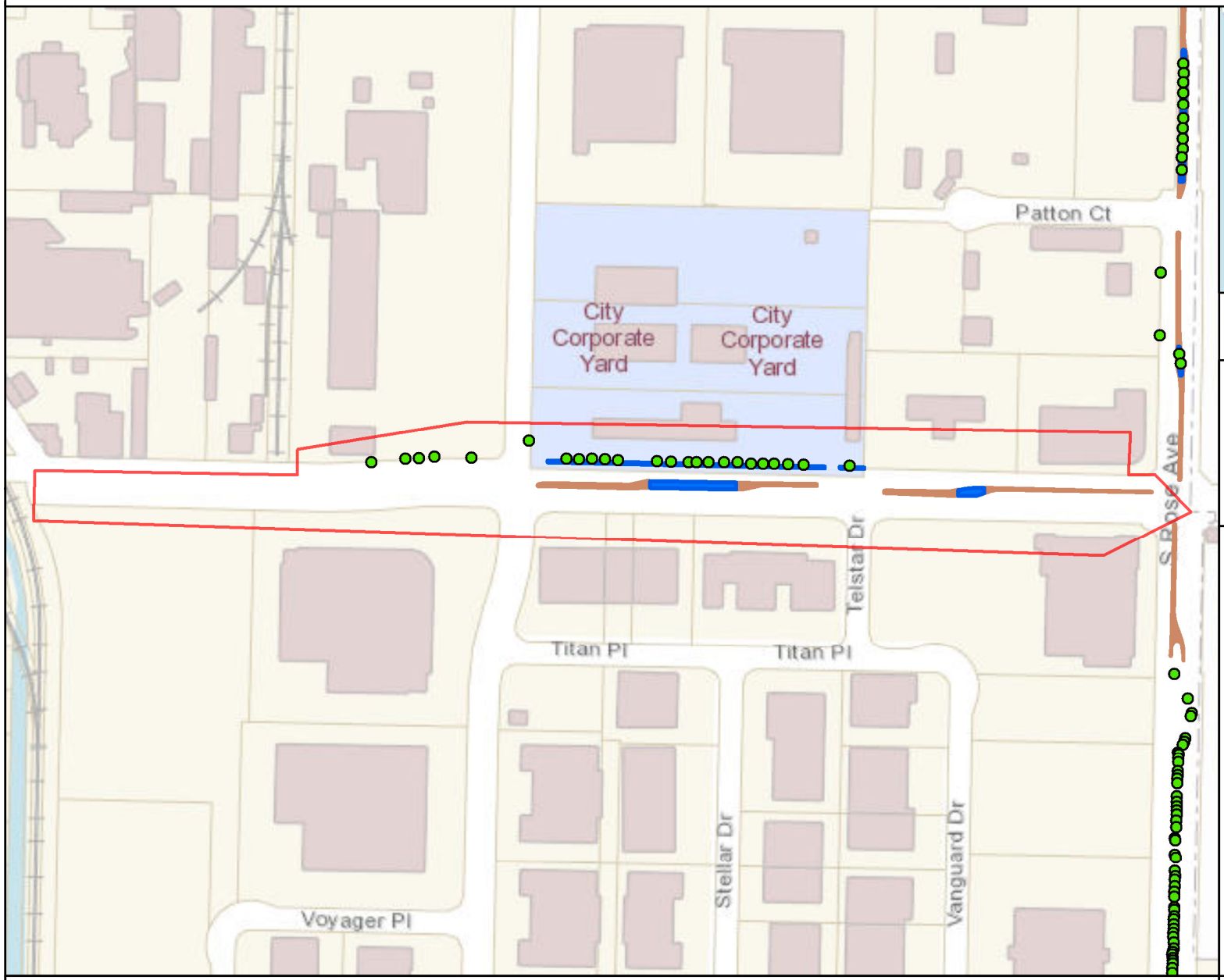
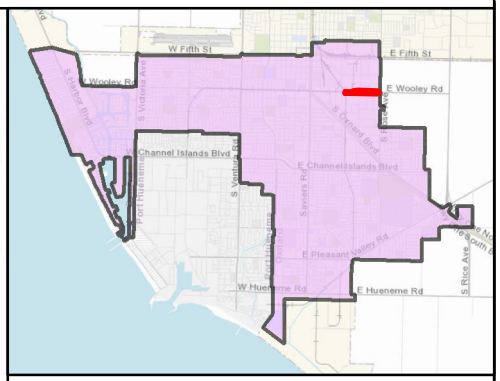
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 51 OF 51, WOOLEY 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,096 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,649 SQ FT
~0.13 ACRES

PROJECT TREES:
24 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Request for Bid
PW 21-72

Treed Grid Pruning

Bid Close Date: April 12, 2021
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

4.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

4.4 The bid must be submitted by an authorized agent of the submitting entity.

5.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

6.0 COMPANY PROFILE

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

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

BIDDER'S RESPONSE:	GARCIA'S TREE MAINTENANCE SERVICE, INC.

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

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:***	TENLEY GARCIA HERNANDEZ, NO CONTRIBUTIONS

ii. ***BIDDER'S RESPONSE:*** TENLEY GARCIA HERNANDEZ, PRESIDENT

iii. ***BIDDER'S RESPONSE:*** 11 YEARS

iv. ***BIDDER'S RESPONSE:*** 2614 BALBOA ST. OXNARD, CA 93036

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

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

BIDDER'S RESPONSE: NONE

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE: TENLEY GARCIA HERNANDEZ, PRESIDENT

F. **Credentials/Resumes/Certifications/Licenses:**

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

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

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i.	***BIDDER'S RESPONSE:*** Please see attached, Pages 1-5
ii.	***BIDDER'S RESPONSE:***
iii.	***BIDDER'S RESPONSE:***
iv.	***BIDDER'S RESPONSE:***
v.	***BIDDER'S RESPONSE:***
vi.	***BIDDER'S RESPONSE:***

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

The City reserves the right to award to multiple vendors. Awards will be based on lowest bidder per region. Being awarded one region does not guarantee award of all regions. A single award may be issued, if a single vendor is the lowest bidder for all regions. Vendors are not required to bid on all regions to be considered for award. Vendors should bid based on their capacity. If a vendor chooses to bid on all regions, the vendor must have the capacity to service all regions included in this solicitation. Work shall be conducted in all regions simultaneously.

Scheduled Pruning Services

The Vendor(s) shall provide pruning services for all trees within the City's arterial medians and parkways.

	Total Cost
Region 1	$182,665.00
Region 2	$182,410.00
Region 3	$201,025.00
Hourly Rate for as-needed tasks	**$ 150 /hour**
Material mark up rate for as-needed tasks	**10%**

ATTACHMENT B
COMPANY INFORMATION

Name of Company: Garcia's Tree Maintenance Service, Inc.

Address: 2614 Balboa St. Oxnard, CA 93036

Service to provide: Tree Pruning

Main Point of Contact: Tenley Garcia Hernandez

Fed Tax ID: 84-3915368 City Tax ID:21-00101816

E-mail: garciasbiz@gmail.com Phone: 805-479-0168

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

7.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

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

a. ***BIDDER'S RESPONSE:*** Please see attached, Pages 1-5

b. ***BIDDER'S RESPONSE:***

c. ***BIDDER'S RESPONSE:***

d. ***BIDDER'S RESPONSE:***

e. ***BIDDER'S RESPONSE:***

CERTIFICATIONS

I, Tenley Garcia, a duly authorized agent of Garcia's Tree Maintenance Service, Inc

Printed Name of Agent/Officer **Name of Organization**

hereby certify that Garcia's Tree Maintenance Service, Inc by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: 4/9/2021

President, Tenley Garcia Hernandez
Title of Agent/Officer:

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

ATTACHMENT C
REFERENCES

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

Reference 1	
Company name:	Community Property Management
Address:	751 East Daily Drive. Suite 300 Camarillo, CA 93010
Contact person:	Kerri Brown
Email address:	kerri@cpm1.com
Telephone address:	805-987-8945
Project name:	Spanish Hills Tree Trimming Project
Dates worked performed:	Currently Providing Service
Summary of scope of services:	Trimming (Pines, Eucalyptus, Pear, Palms)
Project cost:	$90,000

Reference 2	
Company name:	Surfside III
Address:	600 Sunfish Way. Port Hueneme, CA 93041
Contact person:	Andy Santamaria
Email address:	a67sand@aol.com
Telephone address:	805-607-8686
Project name:	Surfside Tree Trimming
Dates worked performed:	November-December 2020
Summary of scope of services:	Trimming (Pines, Coral, Sycamore, Eucalyptus)
Project cost:	$22,000

Reference 3	
Company name:	City of Port Hueneme

Address:	700 B Hueneme Rd, Port Hueneme, CA 93041
Contact person:	Charles Cable
Email address:	ccable@ci.port-hueneme.ca.us
Telephone address:	805-986-6658
Project name:	Tree Removal Project
Dates worked performed:	February-March 2021
Summary of scope of services:	Tree Removals with Stump (Eucalyptus and Melaleuca)
Project cost:	$28,000

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

BIDDER'S RESPONSE: Please see attached, Pages 6-8

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

BIDDER'S RESPONSE: None

Garcia's
Tree Service

Date: April 10, 2021

Re: City of Oxnard Bid PW 21-72 (Tree Grid Pruning).

Thank you for giving Garcia's Tree Maintenance Service, Inc the opportunity to submit a proposal for the tree pruning services of the City of Oxnard.

The undersigned, as proposer, declares that he/she has carefully examined the location of the proposed work as described, examined and acknowledges the receipt of all Addenda which includes the Specifications and General Provisions, read the instructions to Proposers, and is familiar with all proposal requirements.

We are confident about the improvements and commitment our service and team will make to the appearance of the City of Oxnard.

Our mission is to provide an unequalled tree service solution. The Garcia's Tree Maintenance Service, Inc team looks forward on working with you.

Sincerely,

Tenley Garcia
President

Garcia's
Tree Service

Before anything, we thank you for your time and effort in learning about our company. With more than 10 years serving Ventura County in all phases of tree service, Garcia's Tree Maintenance Service Inc. offers our clients the exceptional commitment and attention that is needed to create and maintain beautiful and healthy trees. We have a long history of providing professional services and high quality results.

Garcia's Tree Maintenance Service, Inc. was built around the principles of providing exceptional service, presenting a professional appearance, and most importantly taking pride in everything we do. We place great emphasis on maintaining good customer relations based on teamwork and communication skills and in particular responding rapidly to queries and requests. We believe that putting our values into practice creates long-term relationship with our customers.

Our team members are our most valuable resource. They are the backbone of our company. Garcia's Tree Service employs over 10 trained tree maintenance professionals, with an average of 7 years tenure with the company. We strive to attract, develop, retain and motivate the best team members. We want to be the employer of choice, a place where people feel included, valued, and supported. We expect the best from our team and thank them for their outstanding performance.

Capabilities Profile

Garcia's Tree Service maintains home owners associations, city parks, streetscapes, slopes, shopping centers, apartment complexes and private estates. Garcia's is also well aware of the constant advancing industry and up to date on new products and technology.

Garcia's Tree Service 10 plus years of experience with large portfolio in accounts give any property management team the confidence of having Garcia's Tree Service as their tree service contractor of choice. Our management team has experience in maintaining large accounts and working with property management companies to protect the property assets and provide a beautiful and safe environment for homeowners and the general public. Garcia's Tree Service believes in developing long-term relationships with the communities we maintain by keeping educated and well-trained team members on sites daily to react to any concerns that may arise and to provide consistent service to the property.

Garcia's Tree Service knows that a beautiful tree is often the first impression a customer sees when driving onto a homeowners association or commercial property. The health of trees is extremely important, especially with southern California's seasonal Santa Ana wind storms. Garcia's Tree Service knows how to trim and manicure these property assets to protect customer's cars and pedestrians from falling trees and branches. Garcia's Tree Service prides itself in adding those special touches to enhance and to improve the overall appearance of all our properties.

Meet the Team

Tenley Garcia Hernandez: President

Upon graduating from Holly Names University and earning a Bachelor's degree in Business Administration, Tenley joined the business her father had started in 2005 and was tasked with growing the maintenance division. As vice President of Garcia's Landscaping, Tenley had the opportunity to grow and become familiar with the tree industry. With more than 10 years experience in the arboriculture field, Tenley has taken a new direction with the establishment of Garcia's Tree Service Maintenance Inc. Tenley is responsible for the following:

- Responsible for business operations projects including the development of projects and objectives, leading projects initiatives, coordinating resources and staff involvement, providing oversight and direction and ensuring project completion.
- Manages a strong professional relationship with team members and customers.
- Manages and schedules labor, equipments and material to accomplish production goals.
- Maintains sufficient staff to accomplish production schedules and analyzes future needs, forecasting staff and material needs to complete projects.
- Conducts timely performance reviews of direct reports and take corrective action when appropriate.
- Visits job sites on a regular basis to ensure performance meets expectations.
- Oversees the finance, banking, accounting and risk management functions of the company.

Tenley is a licensed California General Contractor and holds her California Qualified Applicator's License (QAL).

Pablo Garcia: Project Manager

Founder of Garcia's Landscaping in 1982, Pablo Garcia began his landscape career with a single lawn mower and a few neighbors as customers. With an entrepreneurial spirit and strong work ethic, Mr. Garcia decided early in his life that landscaping was his passion. Mr. Garcia devoted his time and energy

on providing quality work, insuring customer satisfaction and building his landscape company. The landscaping field led Mr. Garcia to explore new avenues in the arboriculture field. With more than 20 years experience in the arboriculture filed, Mr. Garcia responsibilities include the following:

- Visit job site on a regular basis, observing organization of work, identifying and resolving training issues, and taking necessary actions to ensure quality.
- Understands contract specifications and ensures they are met and maintains customer completion satisfaction.
- Provides most recent plans to field staff at the beginning of the day and provides instructions to ensure Crew Leader and crew are prepared to complete the job.
- Ensures all work is completed in adherence to safety policies and guidelines.
- Identifies business opportunities.
- Development of team members, training, coaching, mentoring to reach potential and established goals for the individual and division.

Nancy Cortez: Office/Safety Manager

Nancy joined the Garcia's team in 2020. She brings more than 10 years of corporate management experience to the Garcia's Tree Service team. She is currently a student at Oxnard College and will soon earn her Associate of Arts. Nancy's responsibilities include the following:

- Maintained weekly payroll
- Manage booking tasks.
- Provide excellent customer service to external and internal customers.
- Manage contract provisions, invoices and provide estimates to customers.
- Organize office operations and procedures.
- Assist in the hiring process.
- Inspect/Audit employees vehicles
- Lead/organize safety Inspections and prevention program

Pedro Aguilar: Field Manager

Pedro is a lifelong native of Ventura County, Oxnard. Pedro started his career with the Garcia's team 20 years ago. Pedro responsibilities include the following:

- Supervise all personnel: organizing and directing work. Monitors projects to ensure quality and compliance with job standards.

- Establish and enforces operating procedures and work standards that will ensure adequate performance and personnel safety.
- Provides team with assistance in performing duties as necessary to meet deadlines.
- Answers inquiries from current or prospective customers regarding methods, materials, or price ranges.
- Provides information about landscaping services and costs.
- Prepares service and project estimates based on labor, material, and costs.
- Recommends changes in working conditions or equipment use to increase crew efficiency.

Brenda Garcia: Project Manager

Brenda joined the Garcia's team in 2016. A graduate from Pepperdine University with a Master's in Education, Brenda brings more than 10 years of corporate management experience. Brenda's responsibilities include the following:

- Provides coaching and direction to direct reports to ensure their continued professional growth and development.
- Provide team members with guidance in handling difficult or complex problems or in resolving escalated complaints.
- Manage relationship with vendors.
- Provide efficient and professional administrative and clerical service to colleagues and supervisors.
- Provide weekly field operations/job site inspections.
- Oversee all aspects of office operations.

The Garcia's Tree Service team takes pride of all its team members. Each team member has a special set of skills that are fundamental and of great value to this company. The Garcia's Tree Service team is excited and looks forward on exceeding your expectations.

Garcia's
Tree Service

Tree Trimming Projects:

Porta Rossa Apartments

Emergency Tree Removal Project Completed: January 2021

C/o Iasset Management

1201 W Gonzales Rd. Oxnard, CA 93036

Jazmin Ariza 805-485-8800 vpalazzo@iassetmgmt.com

Final Cost: $6500.00

Scope of work:

1. Removal (1) Fallen Acacia Tree-Landed on Apartment Structure.
2. Crane Service to remove tree from structure.
3. Haul way all debris.

Brock Hills HOA

Project Completed: January 2021

C/o AMS Realty Management

2323 Portola Ave. #150 Ventura, CA 93003

Joanne Hunot 805-450-4536 go.outside@yahoo.com

Project Cost: $18,000

Scope of Work:

1. Trimming and removal of various trees along the HOA property.

Pacific Pointe HOA

Project Completed: April 2019

C/O Community Property Management

3703 Shelly Pl. Oxnard, CA 93033

Al Valentini 818-730-6776 avalentini2@hotmail.com

Original contract amount: $24,000.00

Final cost of project: $24,000.00

Scope of work:

1. Trim (133) Eucalyptus Trees (Top 20% and Thinning 25%).

Thomas Fire-Grant Park Tree Removal Project

Project Completed: Nov 2018

C/O City of Ventura

501 Poli Street. Ventura, CA 93001

Andy Torrez 805-652-4540 atorrez@cityofventura.ca.gov

Original cost of project: $120,000.00

Final cost of project: $120,000.00

Scope of work:

1. Removal of various sized trees along hills and canyons within Grant Park that were destroyed by the Thomas Fire.

Ventura Unified School District: Contract to trim various schools

Contract since 2015

255 W. Stanley Ave. #100. Ventura, CA 93001

Sergio Cahuantzi 805-444-6821 sergio.cahuantzi@venturausd.org

Up to date billed cost of project: $250,000.00

Scope of work:

1. Removal and trimming of various trees and stump grind.

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No ___X____

1. If so, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Tenley Garcia Hernandez

depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)

of Garcia's Tree Maintenance Service, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

ATTACHMENT F

ATTACHMENT F

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Garcia's Tree Maintenance Service, Inc.

Physical Address: 2614 Balboa St. Oxnard, CA 93036

Phone: 805-479-0168 E-Mail: garciasbiz@gmail.com

Date Principal Business Address Established: 01/2020 No. of Company Employees at this address: 12

If less than 36 months, list previous City of Oxnard location:

City Business License No.: 20-00101816 Taxpayer Identification No. (TIN): 84-3915368

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): Corporate

Signature of Company Official

Date 4/10/2021

Print Name, Title Tenley Garcia Hernandez, President

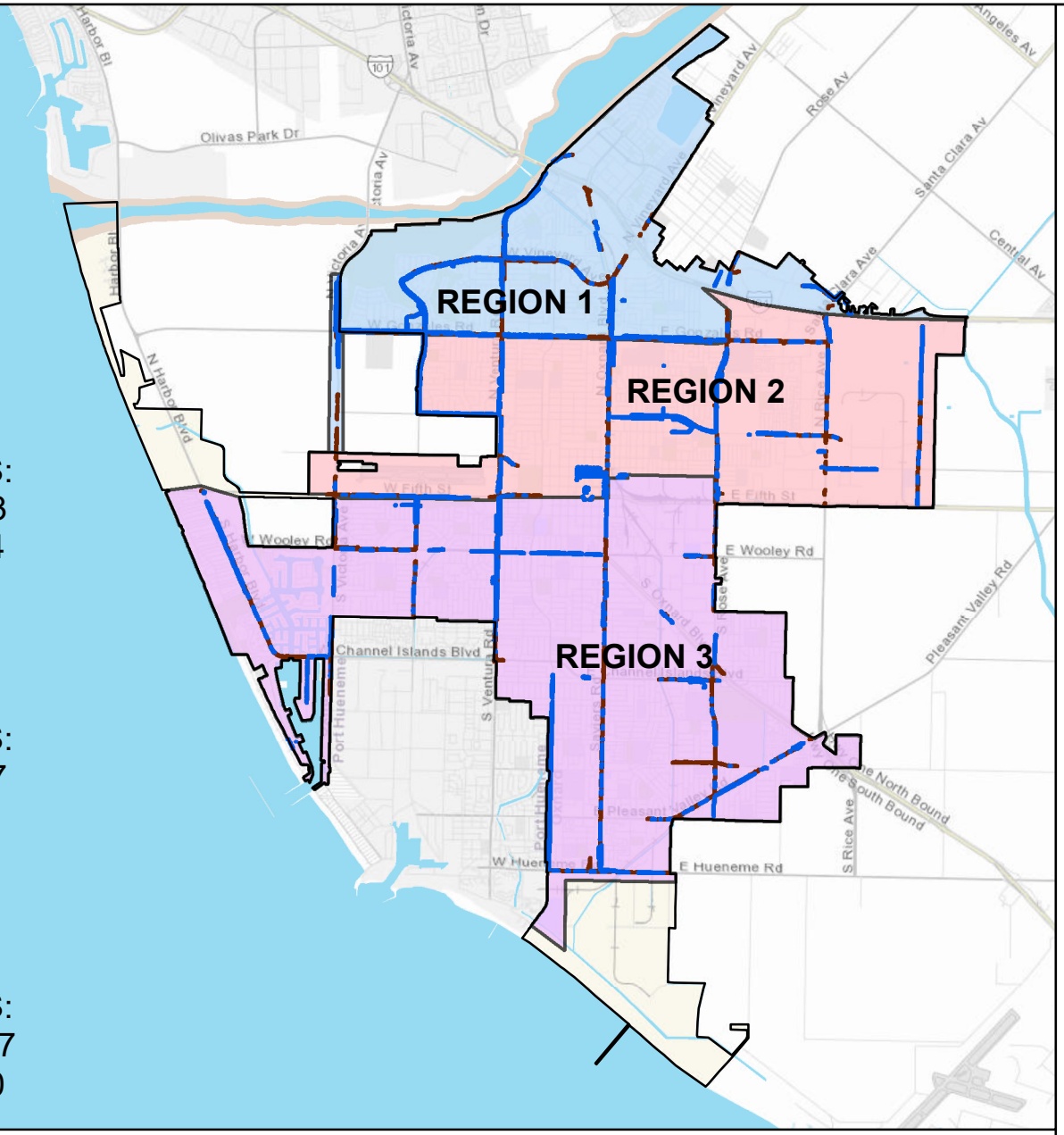
Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

GENERAL SERVICES MAINTENANCE AREAS

REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES

TREES ALONG ARTERIAL STREETS: ~6,660 TREES

CITY OF OXNARD CALIFORNIA

0 0.5 1 2 Miles

N W E S

Medians & Parkways

Hardscape

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10

DATE: June 29, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreements A-8339, A-8340, A-8341, and A-8342 with Mariposa Landscapes, Inc. for Weekly Park Mowing Services for Citywide General Fund Parks.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute agreements with Mariposa Landscapes, Inc. for weekly mowing of the citywide General Fund parks for a total amount of $2,405,000 for a three-year term ending June 30, 2024:

1. Agreement A-8339 with Mariposa Landscapes, Inc. for a total amount of $475,000 in Region 1;
2. Agreement A-8340 with Mariposa Landscapes, Inc. for a total amount of $430,000 in Region 2;
3. Agreement A-8341 with Mariposa Landscapes, Inc. for a total amount of $950,000 in Region 3; and
4. Agreement A-8342 with Mariposa Landscapes, Inc. for a total amount of $550,000 in Region 4.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

After the passing of Measure E in November 2020, staff was given direction to create a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included the weekly mowing of the General Fund parks within the City. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021 and is included in the FY 2021-22 Proposed Budget to be adopted on June 29, 2021.

DISCUSSION

On March 25, 2021, the City released a request for bid (PW 21-76) for weekly mowing of General Fund parks in four (4) regions of the City. To ensure proper oversight of contract work being done at City parks, staff divided the City General Fund parks into four (4) regions with approximately equal number of parks in each region.

Region 1 contains eight (8) parks and 37.34 acres of turf
Region 2 contains eight (8) parks and 33.52 acres of turf
Region 3 contains nine (9) parks and 77.12 acres of turf
Region 4 contains eight (8) parks and 43.97 acres of turf

As a result of these agreements, Mariposa Landscapes, Inc. (Mariposa) will provide weekly lawn mowing services to each of the 33 General Fund City parks. Each agreement also allows the City to have Mariposa do additional landscaping services, such as mulch replacement, plant removal, plant replacement, etc, at a time and material rate. These services will be requested as deemed necessary by staff and budget availability. Prior to additional services being rendered, a quote for the requested services will be provided to staff for approval.

Bids were received by the City on April 16, 2021. The City received a total of four (4) responsive bids for these services. The lowest, responsible bidder for each region was Mariposa. Mariposa meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

Table 1 Bid Results

Monthly Costs for Weekly Park Mowing Services per Region	Mariposa Landscapes, Inc.	Garcia's Landscaping Maintenance, Inc.	Natural Green Landscape, Inc.	The Groundskeeper, Inc.
Region 1	$11,969	$14,280	$12,100	$12,970
Region 2	$10,823	$16,492	$12,800	$17,220
Region 3	$24,107	$30,344	$25,200	No Bid
Region 4	$13,938	$19,040	$17,500	No Bid
Hourly Rate for As-needed Tasks (per hour)	$56	$140	$35	$47.50
Material mark-up	15%	10%	15%	15%

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the four (4) agreements with Mariposa Landscapes, Inc., is $2,405,000 for a three-year term for weekly mowing of the City's General Fund parks. The annual cost, starting July 1, 2021, is $801,665 and will be allocated from the Public Works Parks budget (101-5701-805-82-09). All costs associated with this agreement will be funded in the General Fund through the Measure E 1.5-cent sales tax revenue and are included in the FY 2021-22 Proposed Budget to be adopted on June 29, 2021. As-needed services will be based on needs and budget availability.

Table 2: Annual Fiscal Impact per Region

Mariposa Landscapes, Inc.	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Region 1 Weekly Mowing	$143,628	$143,628	$143,628	$475,000
Region 1 As-needed services	$14,705	$14,705	$14,706	
Region 2 Weekly Mowing	$129,876	$129,876	$129,876	$430,000
Region 2 As-needed services	$13,457	$13,457	$13,458	
Region 3 Weekly Mowing	$289,284	$289,284	$289,284	$950,000
Region 3 As-needed services	$27,382	$27,383	$27,383	
Region 4 Weekly Mowing	$167,256	$167,256	$167,256	$550,000
Region 4 As-needed services	$16,077	$16,077	$16,078	
Total	$801,665	$801,666	$801,669	$2,405,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 8, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Mariposa Region 1 A-8339
2. Mariposa Region 2 A-8340

3. Mariposa Region 3 A-8341
4. Mariposa Region 4 A-8342
5. Mariposa Landscape Bid
6. Region Map

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 1

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 1 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $475,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Dave Widjaja

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes, Inc
Attn: Dave Widjaja
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Dave.widjaja@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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. If either the second or third option is selected in response to (10) on the Cover Page, 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 Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. 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.

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

MARIPOSA LANDSCAPES, INC.

_____ _____
Terry Noriega, President[2] Date

_____ _____
Antonio Valenzuela, Secretary Date

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

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

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 are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

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. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

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.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

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. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

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 lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

R. 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.

S. 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 date and time.

T. 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.

U. Warranties
Not applicable.

V. Daily Work Tickets
Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

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 park.
7. Take extended breaks while at City facilities

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. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

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

Not applicable.

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

Each monthly invoice shall include the following:

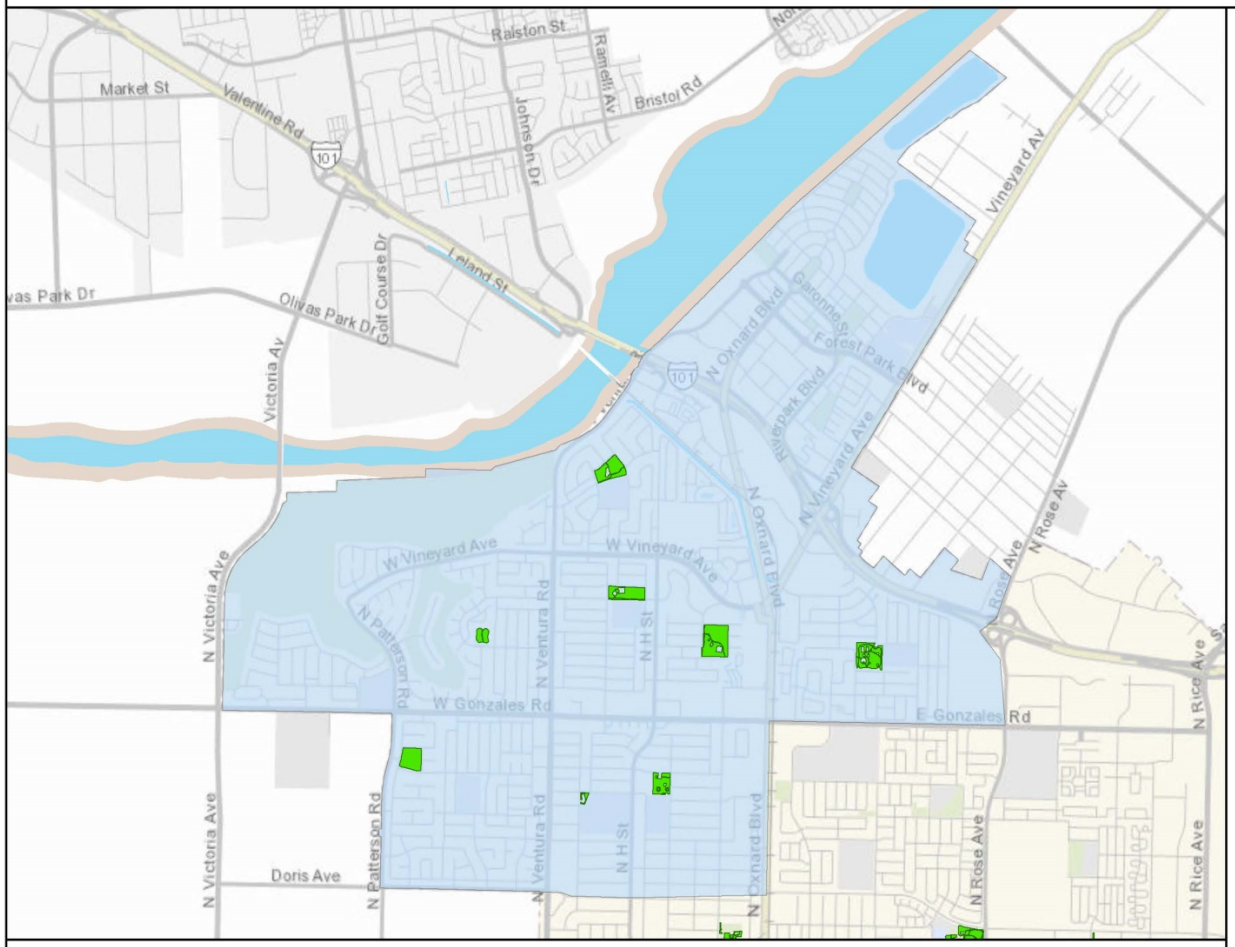
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 1

	Monthly Cost
Region 1	**$11,969.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 1



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 1 (37.34 Turf Acres)

0 0.5 1 2 Miles

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

INSURANCE EXHIBIT

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.

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. 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 <u>and</u> 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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY)n) INJURY lent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 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, 2020

42. 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 **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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 page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 2

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 2 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $430,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Dave Widjaja

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
Mariposa Landscapes, Inc Attn: Dave Widjaja 6232 Santos Diaz Street Irwindale, CA 91702	City of Oxnard Attn: Kevin Thompson 305 W. Third St, 3rd Floor Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
Dave.widjaja@mariposa-ca.com	kevin.thompsonpw@oxnard.org

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

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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. If either the second or third option is selected in response to (10) on the Cover Page, 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 Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. 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.

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

MARIPOSA LANDSCAPES, INC.

_____ _____
Terry Noriega, President[2] Date

_____ _____
Antonio Valenzuela, Secretary Date

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

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

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 are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

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. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

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.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

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. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

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 lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

R. 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.

S. 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 date and time.

T. 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.

U. Warranties
Not applicable.

V. Daily Work Tickets
Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

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 park.
7. Take extended breaks while at City facilities

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. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

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

Not applicable.

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

Each monthly invoice shall include the following:

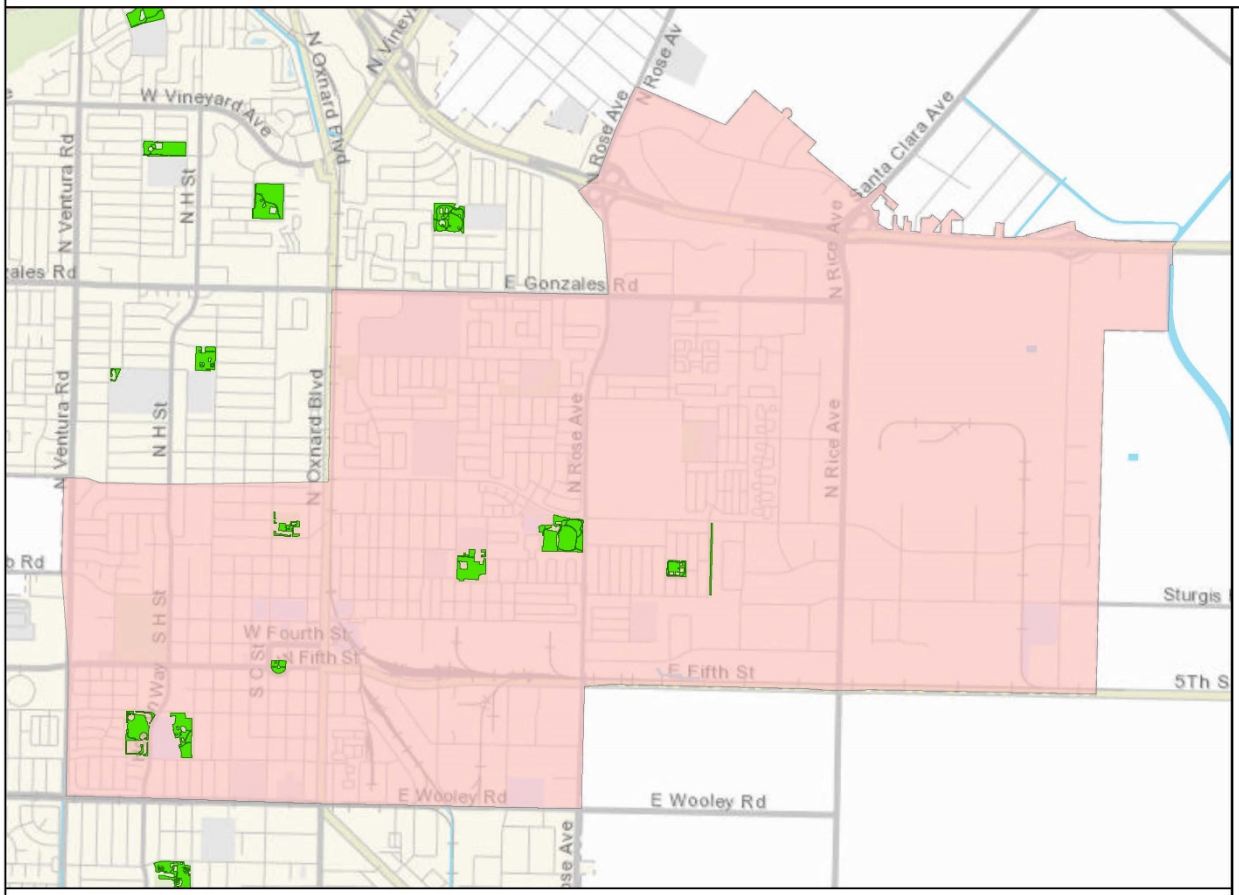
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 2

	Monthly Cost
Region 2	**$10,823.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 2



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF 33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF

APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 2 (33.51 Turf Acres)

OXNARD

City of Oxnard
Geographic Information Systems
March 2021

0 0.5 1 2 Miles

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

INSURANCE EXHIBIT
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.

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. 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 <u>and</u> 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.

2/18

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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY)n) INJURY lent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 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, 2020

42. 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 **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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 page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 3

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 3 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $950,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Dave Widjaja

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
Mariposa Landscapes, Inc Attn: Dave Widjaja 6232 Santos Diaz Street Irwindale, CA 91702	City of Oxnard Attn: Kevin Thompson 305 W. Third St, 3rd Floor Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
Dave.widjaja@mariposa-ca.com	kevin.thompsonpw@oxnard.org

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

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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. If either the second or third option is selected in response to (10) on the Cover Page, 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 Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. 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.

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

MARIPOSA LANDSCAPES, INC.

_____ _____
Terry Noriega, President[2] Date

_____ _____
Antonio Valenzuela, Secretary Date

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

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

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 are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

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. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

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.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

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. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

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 lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

R. 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.

S. 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 date and time.

T. 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.

U. Warranties
Not applicable.

V. Daily Work Tickets
Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

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 park.
7. Take extended breaks while at City facilities

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. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

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

Not applicable.

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

Each monthly invoice shall include the following:

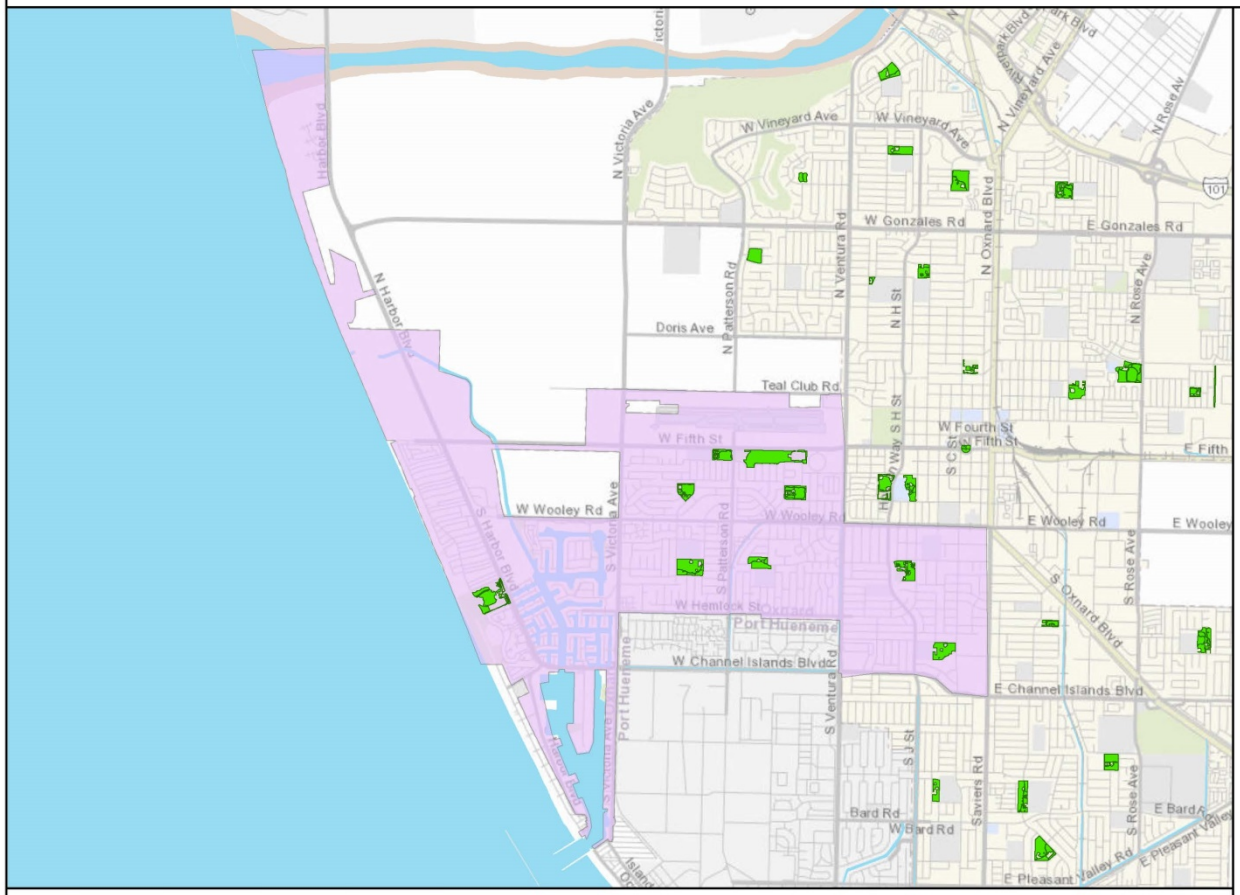
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 3

	Monthly Cost
Region 3	**$24,107.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 3



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF

APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 3 (77.12 Turf Acres)

0 0.5 1 2 3 Miles

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

INSURANCE EXHIBIT

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.

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. 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 <u>and</u> 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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY)n) INJURY lent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 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, 2020

42. 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 **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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 page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 4

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 4 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $550,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Dave Widjaja

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
Mariposa Landscapes, Inc Attn: Dave Widjaja 6232 Santos Diaz Street Irwindale, CA 91702	City of Oxnard Attn: Kevin Thompson 305 W. Third St, 3rd Floor Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
Dave.widjaja@mariposa-ca.com	kevin.thompsonpw@oxnard.org

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

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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. If either the second or third option is selected in response to (10) on the Cover Page, 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 Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. 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.

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

MARIPOSA LANDSCAPES, INC.

_____ _____
Terry Noriega, President[2] Date

_____ _____
Antonio Valenzuela, Secretary Date

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

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

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 are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

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. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

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.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

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. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

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 lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

R. 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.

S. 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 date and time.

T. 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.

U. Warranties
Not applicable.

V. Daily Work Tickets
Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

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 park.
7. Take extended breaks while at City facilities

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. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

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

Not applicable.

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

Each monthly invoice shall include the following:

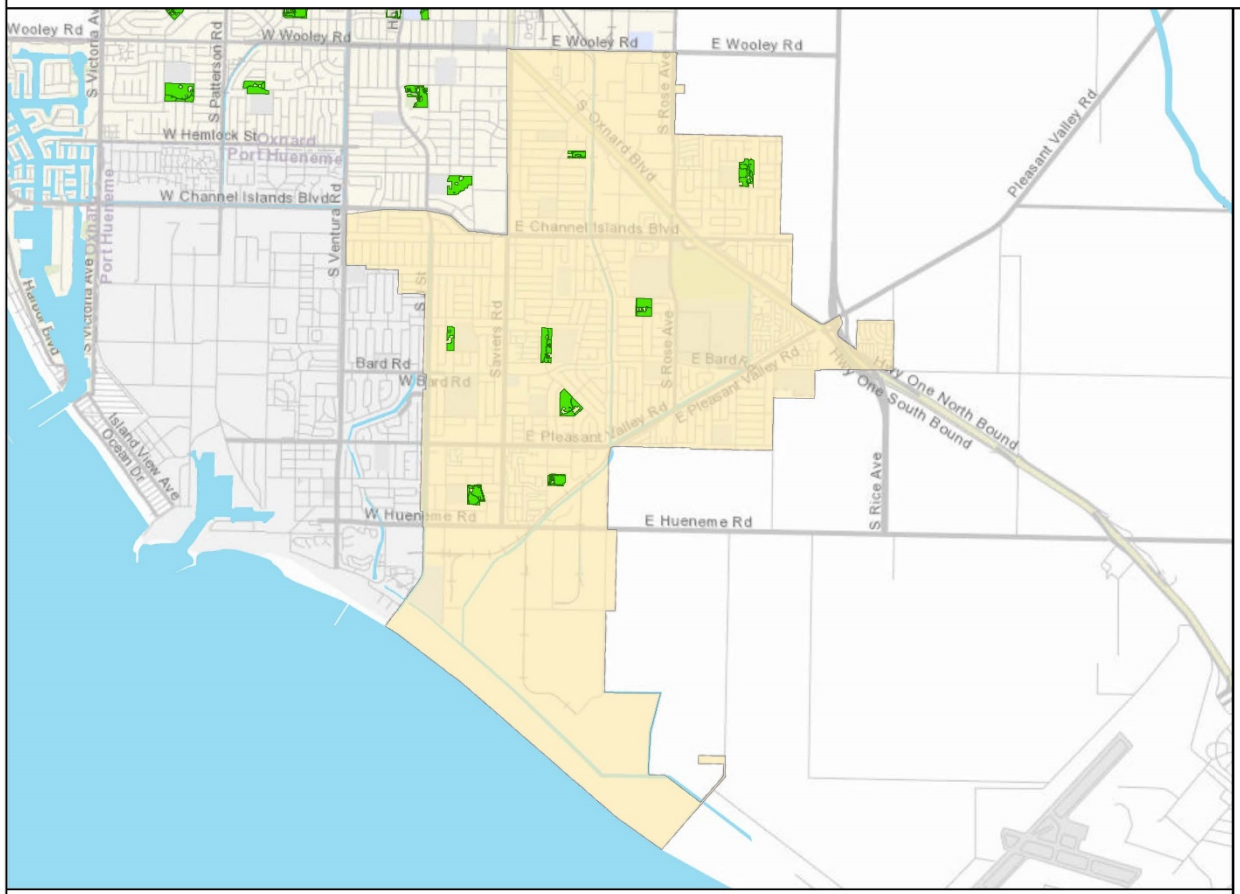
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 4

	Monthly Cost
Region 4	**$13,938.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 4



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS
PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 4 (43.97 Turf Acres)

0 0.5 1 2 3 Miles

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

INSURANCE EXHIBIT
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.

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. 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 <u>and</u> 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.

2/18

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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY)n) INJURY lent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 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, 2020

42. 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 **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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 page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

M A R I P O S A
L A N D S C A P E S I N C

CITY OF
OXNARD
CALIFORNIA

City of Oxnard
Request for Bid
PW21-76

LANDSCAPING SERVICES FOR CITY PARKS (LONG TERM)

Bid Date Due: Friday April 16, 2021

TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com
6232 SANTOS DIAZ ST., IRWINDALE, CA 91702 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49
Our Core Values – Safety • Teamwork • Quality • Integrity

3.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

3.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

3.4 The bid must be submitted by an authorized agent of the submitting entity.

4.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

5.0 COMPANY PROFILE

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

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

BIDDER'S RESPONSE: Mariposa Landscapes, inc. - Business Status: Corporation

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

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:***	*Please see attached

ii. ***BIDDER'S RESPONSE:***	*Please see attached

iii. ***BIDDER'S RESPONSE:***	*Please see attached

iv. ***BIDDER'S RESPONSE:***	*Please see attached

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE:	*Please see attached

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

BIDDER'S RESPONSE:	None

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE:	Terry Noriega, President

F. **Credentials/Resumes/Certifications/Licenses:**

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

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

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education

v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. ***BIDDER'S RESPONSE:***	*Please see attached
ii. ***BIDDER'S RESPONSE:***	*Please see attached
iii. ***BIDDER'S RESPONSE:***	*Please see attached
iv. ***BIDDER'S RESPONSE:***	*Please see attached
v. ***BIDDER'S RESPONSE:***	
vi. ***BIDDER'S RESPONSE:***	

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Company Profile

A. Business Name and Legal Business Status

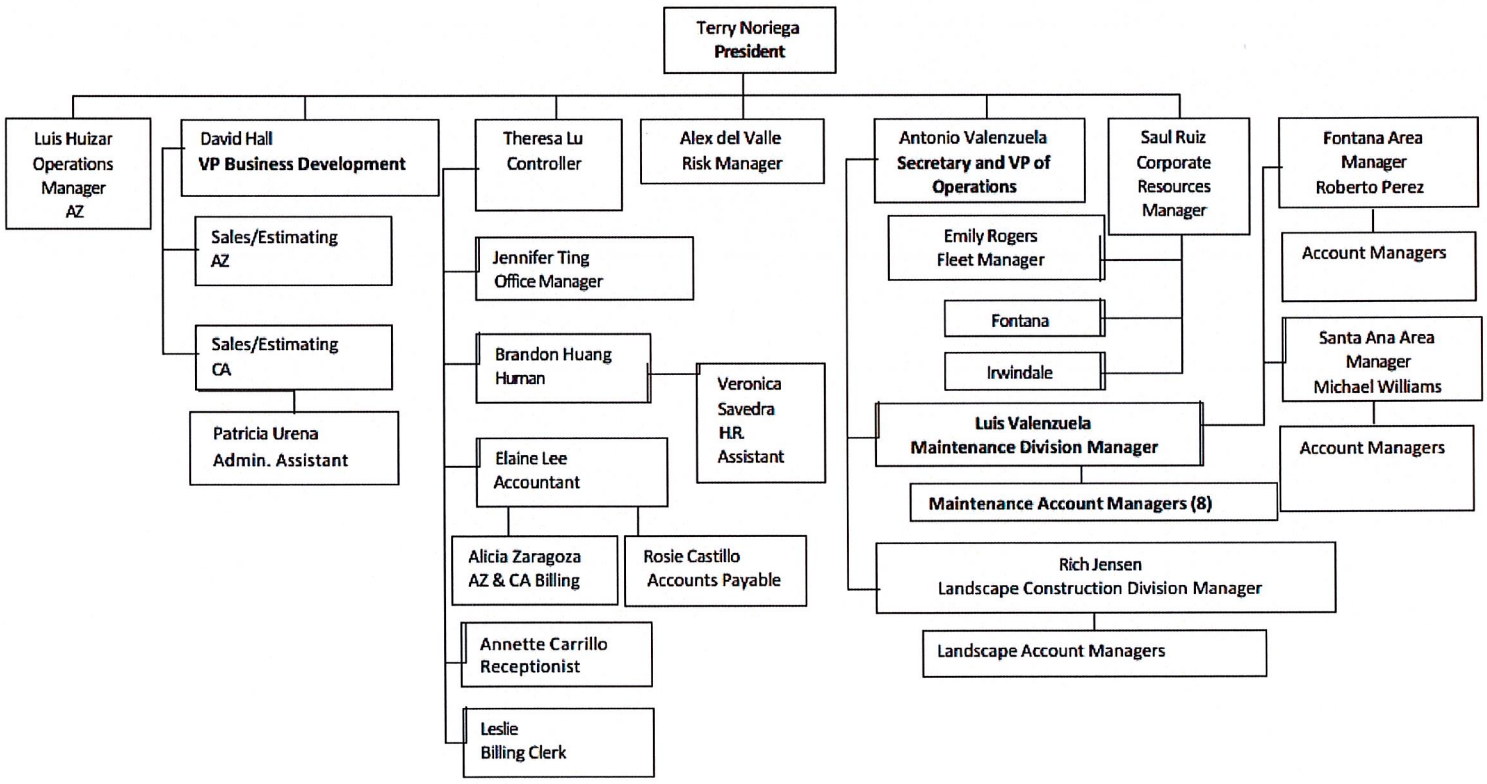
Mariposa Landscapes, Inc.
Business Status: Corporation

B. Company Overview

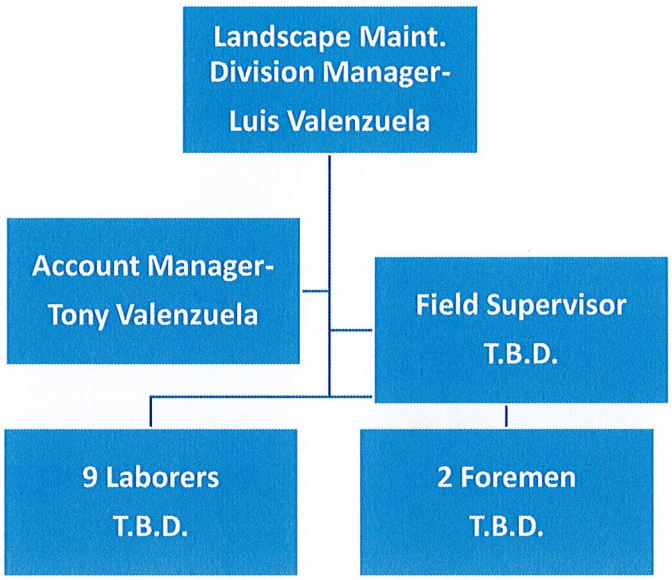
i. Terry Noriega continues to be the sole owner of Mariposa Landscapes, Inc. No contributions have been made to any Elected Officials.

ii. *Company Hierarchy*

ORGANIZATIONAL CHART



Project Specific Organizational Chart



iii. In 1977, Terry Noriega, established Mariposa Landscapes, Inc. in Rosemead, California. Mariposa Landscapes, Inc. has been in business under the present name for 24 years. Prior, Mariposa Landscapes Inc. conducted business under the name Mariposa Horticulture Enterprises for a duration of 20 years.

Mariposa Landscapes, Inc. has over 40 years of experience conducting the type of work as that required by the City of Oxnard for many other municipalities.

Mariposa is a full-service landscape company, with both Construction, complete Tree Service Operations, and Interior Plant Maintenance Divisions. In addition to the required C-27 license, we carry A, C-61/D-49, and C-31 licenses. This diversity of capabilities and proven expertise is not found with other landscape maintenance competitors.

We have over 400 employees including Certified Irrigators, Certified Landscape Techs, Certified Arborists and Pest Control Advisors. Mariposa owns 90% of all vehicles and equipment used in its operations. Our entire fleet of equipment is less than 5 years old and well maintained by our in-house mechanics who can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules. We are available 24 hours a day through the answering service to address emergency call outs.

iv. Our organizational structure with local accountabilities, and strategically located operating yards, have also helped us to deliver the highest levels of service and quality to our clients. We have a total of 8 offices located within Southern California. Should we be awarded, this contract will be serviced from our Somis office location. Staff allocation varies according to season. We currently have up to 20 employees.

C. Interest in Other Business

Terry Noriega, President of Mariposa Landscapes, Inc., is also President of Mariposa Tree Management.

D. Litigation

None

E. Members Authorized to Negotiate and Execute an Agreement

Terry Noriega, President
Antonio Valenzuela, Secretary

F. Credentials/Resumes/Certifications/Licenses

Mariposa has experienced dedicated professionals who make up the management and supervisory personnel. All employees receive ongoing training through a detailed training program. The combination of qualified dedicated management and well-trained workers enables us to provide professional levels of landscape installation and maintenance.

i. Luis Valenzuela – Landscape Maintenance Division Manager, Southern California

- Over 24 years of experience in landscape and construction operations
- Qualified Applicator Certificate: Category B
- Certified Landscape Technician: Irrigation
- Certified Arborist: International Society of Arboriculture: # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Luis Valenzuela is the Landscape Maintenance Division Manager for the Southern California region. He will be the person overlooking the Account Manager. He will also be one of the primary contacts for the City of Oxnard. Luis has over 24 years of work experience in landscape and construction operation conducting and overseeing Public Works, Commercial and Residential work. He brings forth vast experience in all aspects of irrigation: maintaining, repairing and diagnosis, maintenance, and arbor care.

Luis is responsible for all aspects of project management with an emphasis on safety, high quality work, operational efficiency, and exemplary customer service. He, along with the Account Manager and Foreman will conduct walk-throughs to ensure that punch lists are completed and will institute improvements to enhance the quality of work.

ii. <u>Tony Valenzuela- Account Manager</u>

- Qualified Applicator License: Category B, C
- Certified Landscape Technician
- Ornamental Maintenance
- Certified Playground Safety Inspector
- Irrigation Troubleshooting
- Certified Landscape Professional (in progress)
- Smart Water Manager
- Qualified Water Efficient Landscaper

Tony Valenzuela will be the person in-charge and responsible for project management, communication with Foreman, maintenance crew and will also serve as a primary contact with the City of Oxnard. He has over 10 years of work experience conducting and overseeing Public Works, Commercial and Residential landscape maintenance work.

Tony is responsible for all aspects of project management, emphasizing safety, high quality work, operational efficiency, and exemplary customer service. He also conducts walk-throughs to ensure that punch lists are completed and institutes improvements to enhance the quality of work.

ADDENDUM 1

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

The City reserves the right to award to multiple vendors. Awards will be based on lowest responsive and responsible bidder per region. Being awarded one region does not guarantee award of all regions. A single award may be issued, if a single vendor is the lowest bidder for all regions. Vendors are not required to bid on all regions to be considered for award. Vendors should bid based on their capacity. Vendors must have the capacity to service all regions the vendor chooses to submit a bid on that is included in this solicitation.

Scheduled Landscape Maintenance

The Vendor(s) shall provide weekly Landscape Maintenance Services within the City's Parks.

	Extended monthly cost for weekly services
Region 1	$11,969.00
Region 2	$10,823.00
Region 3	$24,107.00
Region 4	$13,938.00
Hourly Rate for as-needed tasks	**$** 56.00/**hour**
Material markup rate for as-needed tasks	15 **%**

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	03/31/2021	#03	
#02		#04	

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

ATTACHMENT B
COMPANY INFORMATION

Name of Company: Mariposa Landscapes, Inc.

Address: 6232 Santos Diaz Street, Irwindale, CA 91702

Service to provide: Landscape Maintenance Services

Main Point of Contact: Dave Widjaja

Fed Tax ID: 95-4245898 City Tax ID:

E-mail: dave.widjaja@mariposa-ca.com Phone: (626) 960-0196

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

10.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

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

a. ***BIDDER'S RESPONSE:*** Luis Valenzuela-Division Manager, Tony Valenzuela-Account Manager

b. ***BIDDER'S RESPONSE:*** *Please refer to Credentials/Resumes/Certifications/Licenses section of the submitted Bid Proposal

c. ***BIDDER'S RESPONSE:*** *Please refer to Credentials/Resumes/Certifications/Licenses section of the submitted Bid Proposal

d. ***BIDDER'S RESPONSE:***

e. ***BIDDER'S RESPONSE:***

CERTIFICATIONS

I, Terry Noriega, a duly authorized agent of Mariposa Landscapes, Inc.

Printed Name of Agent/Officer **Name of Organization**

hereby certify that Mariposa Landscapes, Inc. by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: 04/13/2021

Title of Agent/Officer: President

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

ATTACHMENT C
REFERENCES

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

Reference 1	
Company name:	City of Newport Beach
Address:	592 Superior Ave., Newport Beach, CA 92660
Contact person:	Kevin Pekar
Email address:	kpekar@newportbeachca.gov
Telephone address:	(949) 644-3069
Project name:	Landscape Maintenance
Dates worked performed:	2016-Present
Summary of scope of services:	Irrigation maint., Turf Maint., shrub maint., vine and tree maint., hardscape maint., drinking fountain maint., specialty/sports athletic area maint.,
Project cost:	$2,781,530.49

Reference 2	
Company name:	City of Tustin
Address:	300 Centennial Way, Tustin, CA 92780
Contact person:	Christine Zepeda
Email address:	czepeda@tustin.org
Telephone address:	(714) 573-3147
Project name:	Landscape Maintenance of City LMD areas, Parks, Medians, and Facilities
Dates worked performed:	2015 - Current
Summary of scope of services:	Irrigation maint., Turf Maint., Facilities maint., hardscape maint., weed, rodent & pest control, harscape maint., and trash pick up.
Project cost:	$546,204.00

Reference 3	
Company name:	City of Rancho Cucamonga
Address:	9153 9th Street, Rancho Cucamonga, CA 91730
Contact person:	Steve Relph

Email address:	steve.relph@cityofrc.us
Telephone address:	(909) 774-4116
Project name:	Landscape Maintenance of Medians and Parkways
Dates worked performed:	1989 - Current
Summary of scope of services:	Shrub maint., Ground cover, Vine and Landscape mulch maint., Tree maint., Pest control, Hardscapemaint., Restroom maint., Drinking fountain maint.
Project cost:	$1,345,769.28

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

BIDDER'S RESPONSE: Please see attached list

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

BIDDER'S RESPONSE: None

List of awarded contracts- last three years

Year	Amount	Company	Location	Contact	Phone
1/2/2018	$155,916.00	First American Corporate Campus (CW)	City of Santa Ana	John Harlan	(714) 250-6661
1/2/2018	$38,244.00	First American MPOA (CW)	City of Santa Ana	John Harlan	(714) 250-6661
4/1/2018	$125,152.32	RIVCO Regional Parks -2018	Riverside County	Shawn Huggard	(951) 543-5289
5/1/2018	$10,344.00	Flower Sreet Lofts (PCM)	City of Los Angeles	Priscilla Naiman	(213) 880-4276
5/1/2018	$41,529.84	MWD - Etiwanda Reservoir	City of Rancho Cucamonga	John Niedhamer	(909) 228-4973
5/1/2018	$355,440.00	Fillmore Landscape Maintenance	City of Fillmore	David Smallwood	(805) 207-7792
6/5/2018	$38,508.00	Hanson Aggregates - Irwindale	City of Irwindale	Mike Hanna	(626) 945-4861
7/1/2018	$618,154.00	City of Rancho Cucamonga-LMD's	City of Rancho Cucamonga	Steve Relph	(909) 477-2730*4116
7/1/2018	$295,374.00	City of Palm Desert Area 9	City of Palm Desert	Brad Chuck	(760) 423-3392
7/1/2018	$116,224.00	City of Moreno Valley- Zone 2	City of Moreno Valley	Dan Monto	(951) 413-3485
7/1/2018	$236,890.00	City of Moreno Valley-Facilities	City of Moreno Valley	Dan Monto	(951) 413-3485
7/1/2018	$243,835.00	City of Placentia	City of Placentia	Joel Cardenas	(714) 993-8112
7/17/2018	$16,680.00	500 W Wodbury Rd (FCCU)	City of Altadena	Debby Minero	(800) 944-2200
8/1/2018	$38,340.00	Foothill Gardens HOA (8/1/18)	City of Azusa	Pamela Willams	(626) 334-2229
9/1/2018	$21,600.00	Woodglen Apartments (DRES)	City of West Covina	Andrew Heidenreich	(626) 919-8776
9/7/2018	$16,135.00	City of Los Angeles- 7th St.	City of Los Angeles	Alfred Pinnaro	(818) 795-5752
9/7/2018	$21,516.00	City of Los Angeles- West Valley	City of Los Angeles	Alfred Pinnaro	(818) 795-5752
9/10/2018	$202,032.00	The Ziani HOA (SBM)	City of Aliso Viejo	Eron A Kaylor	(949) 672-9075
10/1/2018	$42,984.00	City of Vernon	City of Vernon	Vince Rodriguez	(213) 583-8811
10/1/2018	$78,108.00	City of Gardena	City of Gardena	Wes Ige	(310) 217-9564
10/1/2018	$90,606.00	LAPD Ahmanson Training Ctr	LAPD Ahmanson Training Ctr	Alfred Pinnaro	(818) 795-5752
10/1/2018	$225,000.00	City of Pico Rivera	City of Pico Rivera	Gary Mendibles	(562) 755-3364
10/1/2018	$88,116.00	City of Artesia	City of Artesia	Melissa Burke	(562) 865-6262
10/1/2018	$42,984.00	City of Vernon Grounds Maint.	City of Vernon	Vince Rodriguez	(213) 583-8811
10/15/2018	$7,140.00	Tocino Mountain View HOA - (CMGI)	City of Duarte	Frank Howe	(909) 399-3103
11/15/2018	$3,576.00	HD Supply - Azusa	City of Azusa	Oscar Luna	(951) 256-0838
12/1/2018	$1,000.00	Palm Desert on Call Support Services	City of Palm Desert	Randy Chavez	(760) 246-0611
12/1/2018	$30,000.00	St. Stevens Orthodox Cathedral	City of Alhambra	Robert Kral	(626) 535-1498
12/14/2018	$6,600.00	Mountain Valley Express	City of Paramount	Shawn Medina	(562) 254-0036
2/1/2019	$99,888.00	City of Bell	City of Bell	Robert Linton	(323) 588-6211
2/5/2019	$522,900.00	City of Arcadia	City of Arcadia	Dave Thompson	(626) 256-6676
2/14/2019	$9,780.00	Ayzenberg - Pasadena	City of Pasadena	Michael Lund	(626) 379-6316

List of awarded contracts- last three years

Year	Amount	Company	Location	Contact	Phone
4/22/2019	$238,080.00	Coachella Valley Water District	Coachella Valley Water District	Brice Kirk	(760) 398-2661
5/1/2019	$11,400.00	Greenhill Apartments (DLRM)	City of Thousand Oaks	Sherri Foster	(805) 496-6011
7/1/2019	$125,062.00	City of Monterey Park	City of Monterey Park	Rudy Valenzuela	(626) 926-9010
7/1/2019	$48,924.00	City of Bell- Housing	City of Bell	Christina Pena	(323) 560-1179
7/1/2019	$652,968.00	City of Tustin- Landscape & LLD	City of San Bernardino	Christine Zepeda	(714) 573-3147
7/1/2019	$1,406,914.00	City of Tustin- Gen. Fund	City of Tustin	Christine Zepeda	(714) 573-3147
7/1/2019	$188,136.00	Desert Hot Springs Zone 1 & 2	City of Desert Hot Springs	Nicholas Haecker	(661) 902-9987
7/1/2019	$88,325.00	Moreno Valley- WQB	Moreno Valley	Dan Monto	(951) 413-3485
7/1/2019	$462,521.64	Exposition Park	City of Los Angeles	Ana M Lasso	(213) 448-6981
9/1/2019	$946,620.00	City of Santa Monica	City of Santa Monica	Miguel Ramos	(310) 458-8974
9/1/2019	$166,200.00	Palisades Hills HOA (DRL)	Pacific Palisades	Mitch Sack	310-877-4878
9/1/2019	$78,108.00	SBCTA Rte 210 & Pepper Ave	City of San Bernardino	Tim Kirkley	(909) 884-8276
10/1/2019	$14,880.00	Double Tree Hotel - Monrovia	City of Monrovia	Robert Torres	(323) 402-6508
12/1/2019	$34,740.00	Foothill HOA (IPM)	City of Montebello	Winnie Poon	(626) 677-8866
12/20/2019	$97,128.00	Cal-American	City of Rosemead	Louie Romero	(626) 286-9420
1/1/2020	$2,150,783.16	City of Fontana	City of Fontana	Sergio Quiroz	(909) 350-6704
1/1/2020	$1,268,734.00	City of Fontana- Area 3	City of Fontana	Michael Springer	(626) 224-4875
1/1/2020	$2,150,783.16	City of Fontana - Area 2	City of Fontana	Sergio Quiroz	(909) 350-6704
2/18/2020	$55,068.00	City of Santa Paula- Harding Park	City of Santa Paula	Ulises Valenzuela	(805) 933-4226
3/1/2020	$64,380.36	Los Angles Public Libraries	City of Los Angles	Alexander Tagle	(213) 228-7463
3/1/2020	$50,268.00	La Public Libraries- Western	City of Los Angles	Alexander Tagle	(213) 228-7463
3/1/2020	$15,600.00	Amazon Moreno Valley (MMCP)	Moreno Valley	Angela Vangorkum	(951) 710-3013
3/1/2020	$8,496.00	Slauson and Industry - Pico Rivera (LBA)	City of Pico Rivera	Brandie Osborn	(805) 208-3034
5/1/2020	$105,552.00	City of Irwindale	City of Irwindale	Elizabeth Rodriguez	(626) 653-3692
5/1/2020	$20,940.00	Meadowbrook Senior Living (DS)	City of Agoura Hills	Troy Byington	(818) 991-3544
7/1/2020	$293,203.56	City of Rancho Cucamonga LMD-4R	City of Rancho Cucamonga	Steve Relph	(909) 477-2730*4116
7/1/2020	$61,752.00	Indio Water Authority	City of Indio	Miguel Pena	(706) 250-4317
8/7/2020	$115,643.04	Riverside County Sheriff (BDUN)	Riverside County	John Mylles	(951) 212-2655
8/10/2020	$32,752.20	Riverside County Sheriff (FONT)	Riverside County	John Mylles	(951) 212-2655
9/1/2020	$255,672.00	LACOPW Medians - Altadena	County of Los Angeles	Amber Turner	(626) 458-4199
9/1/2020	$252,396.00	LACOPW Medians - Compton	County of Los Angeles	Amber Turner	(626) 458-4199
9/4/2020	$27,060.00	Old Dominion Freightline (IRW)	City of Irwindale	Eddie Oftelie	(626) 303-9500
10/12/2020	$641,360.00	City of Los Angeles-North Central	City of Los Angeles	Hector Banuelos	(213) 847-3110
11/1/2020	$250,260.00	City of Rancho Mirage- Housing	City of Rancho Mirage	Joseph Carpenter	(760) 770-3210
11/1/2020	$20,700.00	Waste Management (Arrow Hwy BDPK)	Baldwin Park	Cheryl Lautman	(626) 856-1217
12/1/2020	$11,820.00	Belmont Village Hollwwood (DS)	Hollywood	Matthew Balsavich	(442) 204-4229
1/1/2021	$54,155.00	City of Moreno Valley-Det. Basin	City of Moreno Valley	Hoang Nguyen	(951) 413-3485
1/1/2021	$92,196.00	City of Brea	City of Brea	Bill Bowlus	(714) 990-7694
1/1/2021	$16,800.00	Belmont Village - Thousand Oaks (DS)	City of Thousand Oaks	Chris Calderon	(805) 496-9301

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

1. If so, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Terry Noriega

depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)

of Mariposa Landscapes, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

Terry Noriega, President

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On April 14, 2021 before me, D. Jones, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

D. JONES
Notary Public - California
Los Angeles County
Commission # 2350322
My Comm. Expires Mar 29, 2025

Signature _____ **(Seal)**

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

NOT APPLICABLE

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: _____

Physical Address: _____

Phone: _____ E-Mail: _____

Date Principal Business Address Established: _____ No. of Company Employees at this address: _____

If less than 36 months, list previous City of Oxnard location: _____

City Business License No.: _____ Taxpayer Identification No. (TIN): _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): _____

_____

_____

Signature of Company Official Date

_____

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

ADDENDUM NO. 1
LANDSCAPING SERVICES FOR CITY PARKS – LONG TERM

March 31, 2021

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this Addenda on behalf of the company listed below.

Signed: Dated: 04/16/2021

Print Name: Terry Noriega Title: President

Company: Mariposa Landscapes, Inc.

Email: tracey.rendon@mariposa-ca.com

ADDENDUM NO. 1

1.0 This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

1.1 To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

2.0 Clarification from the City:

Page 14 should state, "The Vendor(s) shall provide weekly Landscape Maintenance Services within the City Parks"

The cost table should state "Extended monthly cost for weekly services."

Addendum 1 – Attachment A on the following page.

ADDENDUM 1

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

The City reserves the right to award to multiple vendors. Awards will be based on lowest responsive and responsible bidder per region. Being awarded one region does not guarantee award of all regions. A single award may be issued, if a single vendor is the lowest bidder for all regions. Vendors are not required to bid on all regions to be considered for award. Vendors should bid based on their capacity. Vendors must have the capacity to service all regions the vendor chooses to submit a bid on that is included in this solicitation.

Scheduled Landscape Maintenance

The Vendor(s) shall provide weekly Landscape Maintenance Services within the City's Parks.

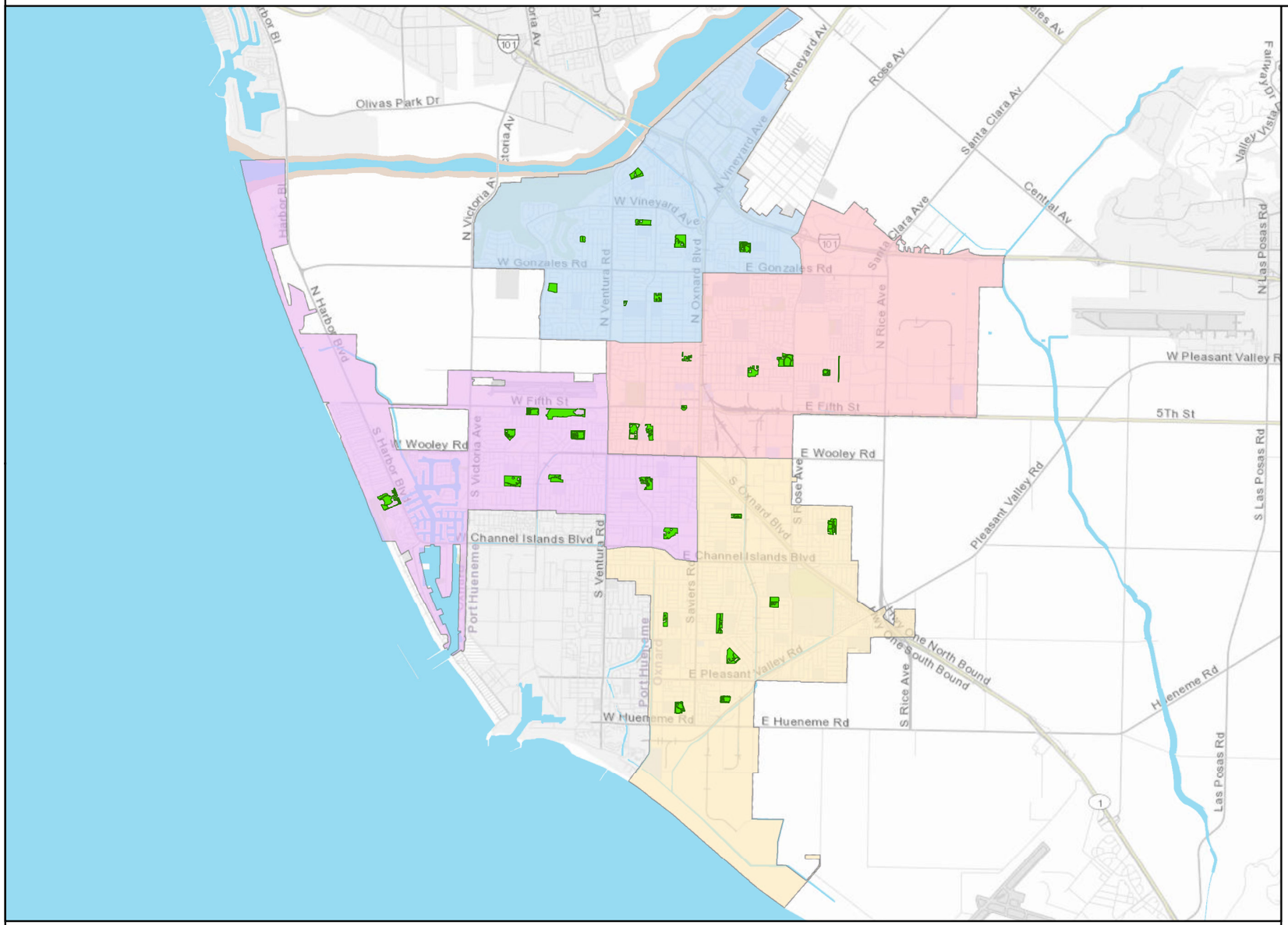
	Extended monthly cost for weekly services
Region 1	
Region 2	
Region 3	
Region 4	
Hourly Rate for as-needed tasks	**$ /hour**
Material markup rate for as-needed tasks	**%**

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	03/31/2021	#03	_____
#02	_____	#04	_____

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

GENERAL SERVICES PARK TURF MAINTENANCE REGIONS



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF 33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF

APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

- General Services Parks Turf Areas
- Region 1 (37.34 Turf Acres)
- Region 2 (33.51 Turf Acres)
- Region 3 (77.12 Turf Acres)
- Region 4 (43.97 Turf Acres)

0 0.5 1 2 3 4 5 6 Miles

N W E S

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11

DATE: June 29, 2021

TO: City Council

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

SUBJECT: Stryker Flex Financial Purchase Order for $196,639.26 to purchase 10 (ten) LUCAS chest compression systems.

RECOMMENDATION

That the City Council authorize the Mayor to execute a Purchase Order with Stryker Flex Financial in the amount of $196,639.26 for the purchase of ten (10) LUCAS chest compression systems.
(This item did not originate in Committee.)

BACKGROUND

Traditional cardiopulmonary resuscitation (CPR) is a physically challenging, labor intensive process. The type of CPR performed by the Oxnard Fire Department's emergency medical service providers is known as high performance or "pit crew" style CPR. This type of CPR requires no less than three providers, in very close proximity to the patient, dedicated solely to the task of performing chest compressions and mechanical ventilation.

The COVID -19 Pandemic has created new challenges for prehospital providers. The introduction of enhanced respiratory and droplet PPE created new burden on the already arduous task of CPR. Added risk from aerosol generating procedures such as mechanical ventilation, and placement of advanced airways introduced new layers of risk to first responders. In response to the rapidly evolving pandemic, new guidance on the performance of CPR in the COVID-19 environment was released by the American Heart Association. These guidelines detailed methods for all levels of responders with a focus on high quality CPR while introducing protective measures for rescuers. Some of the ideas were novel such as placement of full body plastic barriers and cloth wash towels over the faces of victims for the layperson performing CPR. Other recommendations for professional rescuers leveraged previously available, tested technology to develop guidance that would become the standard for resuscitation in the COVID environment. These recommendations called for swift acceptance and application in an effort to slow the spread of the disease.

The LUCAS chest compression systems, mechanical CPR device enables a reduction in the number of rescuers within the immediate proximity of aerosolized droplets during resuscitation. The device also reduces the risk of accidental personal protective equipment breaches resulting from movement and sweat during the resuscitation. The mechanical CPR devices enable the delivery of high quality, consistent CPR in camped, tight locations or during technical rescue. In the pandemic response the LUCAS and other mechanical CPR devices have been recommended as a gold standard practice by the American Heart Association for its ability to reduce first responder risk.

DISCUSSION

On February 2, 2021 City Council passed Resolution #15,415 accepting a $100,000 grant from the Martin V. and Martha K. Smith Foundation for the purchase of LUCAS chest compression systems. The grant requires 100% matching funds

which allows for the purchase of ten (10) LUCAS chest compression systems.

Stryker is the sole-source provider for Emergency Response Services for LUCAS chest compression systems for the United States and Canada. LUCAS systems are the only mechanical CPR devices manufactured that integrate into the quality control software used by Oxnard Fire Department Emergency Medical Services.

A purchase order in the amount of $196,639.26 is required for the purchase of the ten (10) LUCAS chest compression systems.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for ten (10) LUCAS chest compression systems is $196,639.26. The Martin V. and Martha K. Smith Foundation has donated $100,000 for the purchase of the systems with a 100% matching requirement. The cost of five (5) systems is $98,319.63 and will be charged to the Smith Foundation internal project 772286, account 517-2290-8711.86-06. The cost share for five (5) additional systems, in the amount of $98,319.63, will be charged to Fire Suppression General Fund budget, account 101-2201-802.86-06.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amy Van Atta, Management Analyst II, Jaime Villa, EMS Coordinator

ATTACHMENTS

1. PO 8159 Stryker Flex Financial

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 008159

DATE: 6/9/2021

VENDOR PHONE: (800)733-2383
VENDOR FAX: (369)389-5550
VENDOR #: 10579
VENDOR ADDRESS: STRYKER FLEX FINANCIAL
3800 EAST CENTRE AVE
PORTAGE, MI 49002

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
05/19/2021	0000005466	05/19/2021	ANTONIO CORTEZ
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	5	LUCAS CPR DEVICES		
	98,319.63 / DL		1.0000	98,319.63
2	5	LUCAS DEVICES AND BATTERIES		
	98,319.63 / DL		1.0000	98,319.63

NO BTC RQRD*AM
$103,176 PENDING XFR FR 8109 & 8357 101-2201
COUNCIL DATE: June 29, 2021
PO TO BE RATIFIED/PURCHASE EXPENSE FOR FY20-21
TOTAL IN AGGEGATE $239,849.24.
20-71 - LIFEPAK 15 MONITORS $35,099 (PO 7883)
20-96 - 3 MODEM/EKG MONITORS $8,110.99 (PO 7937)

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 008159

DATE: 6/9/2021

VENDOR PHONE: (800)733-2383
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	Multiple Accounts		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT **$196,639.26**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. _____
John C. Zaragoza, Mayor

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 008159

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05/19/2021	0000005466	05/19/2021	ANTONIO CORTEZ

FOB	ACCOUNT NUMBER	AUTHORIZED BY
	Multiple Accounts	PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
10122018028606		98,319.63
57122908718606	772286	98,319.63

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 OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.12

DATE: June 29, 2021

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Delegation of Retirement Plan Functions.

RECOMMENDATION

That the City Council adopt a resolution:
1. Appointing the Administrator for the City's 457(b) and 401(a) plans; and
2. Delegating amendment authority over the City's 457(b) and 401(a) plans.

(Finance & Governance Committee approved 3-0.)

BACKGROUND

The City sponsors the City of Oxnard 401(a) Plan ("401(a) Plan") and the City of Oxnard 457(b) Deferred Compensation Plan ("457(b) Plan")(together, the "Plans"). The Plans, which are active, are defined contribution retirement plans that provide tax-deferred benefits to eligible employees of the City. The Plans are similar to 401(k) plans but are specific to public employees. In August 2019, the Plans were moved to Voya Financial, as approved by City Council in April 2019. Prior to that, there were multiple plan providers including Nationwide, ICMA-RC and MassMutual.

DISCUSSION

Under the terms of the Plans, an "Administrator" is responsible for their day-to-day management. This responsibility encompasses the following functions, among others:

1. determining eligibility of individuals to participate or remain a participant in the plan;
2. authorizing distributions to plan participants;
3. maintaining all necessary records for the administration of the plan;
4. maintaining practices and procedures necessary to administer the plan;
5. selecting the menu of investment funds to be offered under the plan; and
6. assisting participants with rights, benefits, or elections available under the plan.

When the Plans were established, the Plan document for each was silent as to who was designated as Administrator. For reasons detailed below, the Administrator should be formally designated via resolution by the governing body. The purpose of the attached resolution is to assign the day-to-day role of Administrator to the City Manager or his designee.

Under California law, when performing its functions, the Administrator must satisfy certain fiduciary duties. These include, among others: a duty to act solely in the interest of participants and beneficiaries (commonly known as "duty of loyalty"); and a duty to act with the care, skill, prudence, and diligence expected of a knowledgeable prudent person (commonly known as "duty of prudence"). The Administrator is liable for any failure to conform to these

duties.

City staff contracted with the law firm Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury") to obtain legal guidance concerning the role of the Administrator. Based upon Pillsbury's guidance, staff recommends appointing the City Manager or his/her designee to serve as Administrator. Absent such an appointment, under the Plans' terms, the City Council is effectively the Administrator with the attendant duties and responsibilities. These functions are outside the City Council's regular role. Pillsbury advised that appointing a day-to-day Administrator is consistent with widely accepted best practices.

The Plans require that the City Council periodically review the performance of the Plans under the appointed Administrator. Accordingly, the attached resolution contains a new requirement for the Administrator to, at least once per calendar year, update the City Council concerning relevant aspects of the Plans' operation.

Delegation of Authority to Amend 457(b) Plan and 401(a) Plan

Under federal tax laws, the City must operate the 401(a) and 457(b) Plans in accordance with the Plans' terms. From time to time, the City may need to amend the Plans. The reasons for amending are varied and may include, for example, to conform to changes in the laws governing the Plans (most common) or to increase or decrease benefits in accordance with changes to an employee bargaining group's memorandum of understanding (MOU) as approved by the City Council. Under the Plans' current terms, only the City Council has authority to amend the Plans for such routine administrative reasons.

The attached resolution delegates to the City Manager or his/her designee authority to adopt any amendment to the Plans, but only if the amendment is administrative in nature and meets one or more of the following criteria:

- The amendment does not increase the City or a Plan's costs.
- The amendment is necessary or appropriate to comply with applicable laws.
- The amendment is necessary or appropriate to maintain a Plan's tax-qualified or eligible status.
- The amendment makes technical changes conforming a Plan's terms to its operation.
- The amendment clarifies the meaning of a Plan.
- The amendment is necessary to implement a change in benefits provided under an MOU or resolution approved by City Council.

The City Council retains sole authority to adopt more substantive amendments not described above. **Any benefit changes under the Plans can only be made with City Council approval.**

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

1. Exh A to Attch 1 - 401(a) Plan Amendment
2. Exh B to Attch 1 - 457(b) Plan Amendment.final
3. FGC Presentation Plan Administrator 6-8-21
4. Attachment 1 - Resolution v2
5. FGC Presentation Plan Administrator 6-29-21 v2

AMENDMENT TO THE
CITY OF OXNARD 401(a) DEFERRED COMPENSATION PLAN

The City of Oxnard 401(a) Plan, as amended and restated by signature dated December 2, 2019 (the "Plan"), is hereby amended as follows, effective as of January 1, 2021:

1. Section 5.1(b) of the Basic Plan Document is amended to add the following to the end of that section:

   The Employer may delegate all or any part of its fiduciary responsibilities to the Administrator, other than the Employer's duty to review the performance of the Administrator pursuant to Section 5.1(c).

2. Section 6.1(a) of the Basic Plan Document is amended to add the following to the end of that section:

   The Employer may delegate to the Administrator or other authorized officer of the Employer the authority to make any modifications or amendments to the Plan that are necessary or appropriate to meet the requirements of the Code or the regulations thereunder, or that would facilitate the operations of the Plan, provided such modifications or amendments do not significantly increase or decrease benefit levels or costs.

IN WITNESS WHEREOF, this amendment to the Plan is adopted, effective as of the date set forth above.

CITY OF OXNARD

By: _____

Title: City Manager

AMENDMENT TO THE
CITY OF OXNARD 457(b) DEFERRED COMPENSATION PLAN

The City of Oxnard 457(b) Deferred Compensation Plan, as amended and restated effective September 2, 2019 (the "Plan"), is hereby amended as follows, effective as of January 1, 2021:

1. Section 5.1(b) of the basic plan document is amended to add the following to the end of that section:

   > The Employer may delegate all or any part of its fiduciary responsibilities to the Administrator, except for the Employer's duty to review the performance of the Administrator pursuant to Section 5.1(c).

2. Section 6.1(a) of the basic plan document is amended to add the following to the end of that section:

   > The Employer may delegate to the Administrator or other authorized officer of the Employer the authority to make any modifications or amendments to the Plan that are necessary or appropriate to meet the requirements of the Code or the regulations thereunder, or that would facilitate the operations of the Plan, provided such modifications or amendments do not significantly increase or decrease benefit levels or costs.

IN WITNESS WHEREOF, this amendment to the Plan is adopted, effective as of the date set forth above.

CITY OF OXNARD

By: _____

Title: City Manager

DELEGATION OF RETIREMENT PLAN FUNCTIONS

Presented to the Finance and Governance Committee

Mike More, Human Resources Manager

June 8, 2021

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council adopt a resolution:

- Appointing the Administrator for the City's 457(b) and 401(a) plans
- Delegating amendment authority over the City's 457(b) and 401(a) plans

BACKGROUND

- The City sponsors 457(b) and 401(a) defined contribution retirement plans for the benefit of eligible employees
  - The plans allow employees to defer a portion of salary for retirement
  - Like a 401(k) but for public sector employees
  - The plans have been with Voya Financial since August 2019
  - Prior to 2019 there were multiple providers (Nationwide, ICMA-RC, MassMutual)
- No designation of “Administrator” in original plan documents
- Administrator is responsible for day-to-day operations of the plans:
  - Determines eligibility of individuals to participate or remain a participant in the plans
  - Authorizes distributions to plan participants
  - Maintains all necessary records for the administration of the plans
  - Maintains practices and procedures necessary to administer the plans
  - Selects the menu of investment funds to be offered under the plans
  - Assists participants with rights, benefits, or elections available under the plans
- Administrator should be formally designated by City Council

ROLES AND RESPONSIBILITIES

- Outside counsel Pillsbury Winthrop Shaw Pittman LLP recommended the following:
  - Appoint City Manager or his/her designee to serve as Administrator (best practice)
  - Administrative role is outside the normal duties/responsibilities of City Council
  - Create a mechanism to require the Administrator to annually file a report with the City Council on each plan's operation
- Administrator acts as a fiduciary
  - A fiduciary is a person or organization that acts on behalf of another person or persons, putting their clients' interest ahead of their own
    - Duty to act solely in the interest of participants
    - Duty to act with care, skill, prudence, and diligence
- Governing body (City Council) oversees Administrator

PLAN ADMINISTRATOR DELEGATED AUTHORITY

- **Conduct day-to-day operations of the plans**
  - Determines eligibility of individuals to participate or remain a participant in the plans
  - Authorizes distributions to plan participants
  - Maintains all necessary records for the administration of the plans
  - Maintains practices and procedures necessary to administer the plans
  - Selects the menu of investment funds to be offered under the plans
  - Assists participants with rights, benefits, or elections available under the plans
- **Adopt administrative plan amendments if:**
  - It does not increase the City or plan's costs
  - It is necessary or appropriate to comply with applicable laws
  - It is necessary or appropriate to maintain the plan's tax-qualified or eligible status
  - It makes technical changes conforming the plan's terms to its operation
  - It clarifies the meaning of the plan

The Plan Administrator **cannot** increase or decrease benefits under the plans without City Council approval (e.g., new MOU)

RECOMMENDATION

- That the Finance and Governance Committee recommend that the City Council adopt a resolution:
  - Appointing the Administrator for the City's 457(b) and 401(a) plans
  - Delegating amendment authority over the City's 457(b) and 401(a) plans

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DELEGATING DUTIES AND RESPONSIBILITIES OVER CITY-SPONSORED RETIREMENT PLANS

WHEREAS, the City of Oxnard (the "City") sponsors two active defined contribution retirement plans for the benefit of eligible employees, the City of Oxnard 401(a) Plan ("401(a) Plan") and the City of Oxnard 457(b) Deferred Compensation Plan ("457(b) Plan") (each, a "Plan" and collectively, the "Plans"); and

WHEREAS, the 401(a) Plan and 457(b) Plan each provide that an "Administrator" is responsible for administering the Plans, is fully empowered to perform its administrative functions, and has a duty to perform its functions for the benefit of participants and beneficiaries; and

WHEREAS, the 401(a) Plan and 457(b) Plan further provide that the City Council has sole authority to amend the Plan; and

WHEREAS, the Finance and Governance Committee recommends that the City Council appoint an Administrator for the 401(a) Plan and 457(b) Plan and delegate authority to the appropriate City officer to adopt certain amendments to the Plans; and

WHEREAS, the City Council has carefully reviewed the recommendations of the Finance and Governance Committee and finds that said recommendations are desirable in the interest of maintaining an efficient municipal organization; and

WHEREAS, the City Council wishes to amend the 401(a) Plan and 457(b) Plan to implement such recommendations; and

WHEREAS, the City Council further wishes to reserve the right to delegate all or any part of the City's fiduciary responsibilities under the 401(a) Plan and 457(b) Plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.

2. The 401(a) Plan is amended in the form attached hereto as Exhibit A, which amendment is hereby adopted and approved.

3. The 457(b) Plan is amended in the form attached hereto as Exhibit B, which amendment is hereby adopted and approved.

4. The City Manager, or his or her designee, is hereby appointed as Administrator for the 401(a) Plan and the 457(b) Plan.

5. The City Manager, or his or her designee, is hereby authorized to adopt amendments to the 401(a) Plan and the 457(b) Plan, but only if the amendment is administrative in nature and meets one or more of the following criteria:

    a. The amendment does not increase the City or Plan's costs.
    b. The amendment is necessary or appropriate to comply with applicable laws.
    c. The amendment is necessary or appropriate to maintain the Plan's tax-qualified or eligible status.
    d. The amendment makes technical changes conforming the Plan's terms to its operation.
    e. The amendment clarifies the meaning of the Plan.
    f. The amendment is necessary to implement a change in benefits provided under an MOU or resolution approved by City Council.

6. At least once per calendar year, the Administrator must report to the City Council on the operation and financial aspects of the 401(a) Plan and the 457(b) Plan.

7. The City Manager is hereby authorized and empowered to execute the amendments attached as Exhibits A and B and to take all other appropriate steps to carry out the purpose and intent of these resolutions.

PASSED AND ADOPTED THIS ___ day of _____ 2021, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

DELEGATION OF RETIREMENT PLAN FUNCTIONS

City Council

Mike More, Human Resources Manager

June 29, 2021

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council adopt a resolution:

- Appointing the Administrator for the City's 457(b) and 401(a) plans
- Delegating amendment authority over the City's 457(b) and 401(a) plans

BACKGROUND

- The City sponsors 457(b) and 401(a) defined contribution retirement plans for the benefit of eligible employees
  - The plans allow employees to defer a portion of salary for retirement
  - Like a 401(k) but for public sector employees
  - The plans have been with Voya Financial since August 2019
  - Prior to 2019 there were multiple providers (Nationwide, ICMA-RC, MassMutual)
- No designation of “Administrator” in original plan documents
- Administrator is responsible for day-to-day operations of the plans:
  - Determines eligibility of individuals to participate or remain a participant in the plans
  - Authorizes distributions to plan participants
  - Maintains all necessary records for the administration of the plans
  - Maintains practices and procedures necessary to administer the plans
  - Selects the menu of investment funds to be offered under the plans
  - Assists participants with rights, benefits, or elections available under the plans
- Administrator should be formally designated by City Council

ROLES AND RESPONSIBILITIES

- Outside counsel Pillsbury Winthrop Shaw Pittman LLP recommended the following:
  - Appoint City Manager or his/her designee to serve as Administrator (best practice)
  - Administrative role is outside the normal duties/responsibilities of City Council
  - Create a mechanism to require the Administrator to annually file a report with the City Council on each plan's operation
- Administrator acts as a fiduciary
  - A fiduciary is a person or organization that acts on behalf of another person or persons, putting their clients' interest ahead of their own
    - Duty to act <u>solely</u> in the interest of participants
    - Duty to act with care, skill, prudence, and diligence
- Governing body (City Council) oversees Administrator

PLAN ADMINISTRATOR DELEGATED AUTHORITY

- **Conduct day-to-day operations of the plans**
  - Determines eligibility of individuals to participate or remain a participant in the plans
  - Authorizes distributions to plan participants
  - Maintains all necessary records for the administration of the plans
  - Maintains practices and procedures necessary to administer the plans
  - Selects the menu of investment funds to be offered under the plans
  - Assists participants with rights, benefits, or elections available under the plans
- **Adopt administrative plan amendments if:**
  - It does not increase the City or plan's costs
  - It is necessary or appropriate to comply with applicable laws
  - It is necessary or appropriate to maintain the plan's tax-qualified or eligible status
  - It makes technical changes conforming the plan's terms to its operation
  - It clarifies the meaning of the plan
  - It is necessary to implement a change in benefits provided under an MOU or resolution approved by City Council

The Plan Administrator **cannot** increase or decrease benefits under the plans without City Council approval (e.g., new MOU)

RECOMMENDATION

- That the City Council adopt a resolution:
  - Appointing the Administrator for the City's 457(b) and 401(a) plans
  - Delegating amendment authority over the City's 457(b) and 401(a) plans

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.13

DATE: June 29, 2021

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Initial Repayment of Infrastructure Use Fee Monies.

RECOMMENDATION

That the City Council approve a budget appropriation request for the current fiscal year, FY 2020-21, to transfer $5,000,000 from the General Fund to the utility enterprise funds as an initial repayment of Infrastructure Use Fee monies. (Item did not originate in Committee.)

BACKGROUND

As published on June 9, 2021, the FY 2021-22 Proposed Budget document contained FY 2020-21 year-end projections for General Fund (101) expenditures plus transfers out that assumed a $5,000,000 initial repayment to the three utility enterprise funds (Water, Wastewater, and Environmental Resources), consistent with the 7-year repayment schedule the City requested of Ventura County Superior Court in conjunction with Infrastructure Use Fee litigation.

Even though on June 14 the Court rejected the City's proposed repayment schedule -- granting three years, instead of seven- staff still recommends proceeding with the FY 2020-21 initial repayment of $5,000,000.

The attached budget appropriation request provides details by fund.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

As assumed in the FY 2021-22 Proposed Budget document, the recommended $5,000,000 transfer out from the General Fund in to the three utility enterprise funds would -- assuming all other aspects of the projections actually occur- result in a projected ending available fund balance at June 30, 2021 for the General Fund (101) of $20.8 million, or 14.3 percent of expenditures plus transfers out.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kevin Riper, Chief Financial Officer

ATTACHMENTS

1. BA - FY20-21 IUF

REQUEST FOR BUDGET APPROPRIATION

Department: City Manager **Date:** June 29, 2021
Project/Program Manager: Alex Nguyen **Phone:**

Reason for Appropriation:
Infrastructure Use Fees (IUF) Repayment from General Fund to Enterprise Funds

Accounts and Descriptions		AMOUNT
Fund: 101- GENERAL FUND		
Expenditures/Transfers Out		
NONDEPARTMENTAL (1001 & 1002)		
101-1002-808.87-39	TSFR TO ENTERPRISE FUNDS-IUF	(5,000,000)
	Sub-total Expenditures	(5,000,000)
	Net Change to Fund Balance	**(5,000,000)**
Fund: 601-WATER OPERATING FUND		
Revenues/Transfers In		
WATER PROCUREMENT (6010)		
601-6010-711.79-39	TSFR FR GEN FUND-IUF	2,125,735
	Sub-total Revenues	2,125,735
	Net Change to Fund Balance	**2,125,735**
Fund: 611-W/W COLLECTION OPERATING		
Revenues/Transfers In		
WW COLLECTION SYST. MAINT. (6103)		
611-6103-711.79-39	TSFR FR GEN FUND-IUF	749,204
	Sub-total Revenues	749,204
	Net Change to Fund Balance	**749,204**
Fund: 621-W/W TREATMENT OPRNS		
Revenues/Transfers In		
W/W TREATMENT PLANT MAINT. (6205)		
621-6205-711.79-39	TSFR FR GEN FUND-IUF	749,204
	Sub-total Revenues	749,204
	Net Change to Fund Balance	**749,204**
Fund: 631-SOLID WASTE OPERATING		
Revenues/Transfers In		
ER ADMINISTRATION & PLANNING (6301)		
631-6301-711.79-39	TSFR FR GEN FUND-IUF	1,375,857
	Sub-total Revenues	1,375,857
	Net Change to Fund Balance	**1,375,857**
	Net Appropriation Change	**0**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

ACM

REQUIRES CITY COUNCIL AUTHORIZATION
BA# (Finance Use Only)_____ BA Doc# (Finance Use Only)_____ Revised : 2/23/2012

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1

DATE: June 29, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Special Tax Levy for Community Facility District No. 5 for Fiscal Year 2021/22.

RECOMMENDATION

That the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 5, approve the special tax rate of $2,987,495.10 within CFD No. 5 (Riverpark) for Fiscal Year 2021/22 and to amend the FY 2021/22 Proposed Budget to:
1. Decrease the Proposed Revenues (Maximum Special Tax) for CFD No. 5 in Fund 174 by $2,062,638 from $5,050,134 to $2,987,496;
2. Decrease the Proposed Expenditures for CFD No. 5 in Fund 174 by $2,012,552 from $5,732,468 to $3,719,916; and
3. Decrease the General Fund Transfer-In Revenue by $1,607,520 for the Fire Protection Services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/D4zEj-8NfB0

BACKGROUND

On September 13, 2005, City Council adopted Resolution No. 12936 (the "Resolution of Formation") establishing Community Facilities District (CFD) No. 5, for the Riverpark community. On September 20, 2005, City Council adopted Ordinance No. 2701 to levy a special tax to pay costs of the services, improvements, and operating expenses as outlined in the formation documents. Each fiscal year thereafter, as required by Government Code, the City Council must adopt a resolution levying the special tax rate for that fiscal year. This annual resolution allows for adjusting the tax levy by CPI and, as necessary, to pay for the current levels of service and to pay for any additional services and capital improvements.

CFD No. 5 is authorized to pay for all types of services pursuant to Government Code Section 53313, which includes the following:

- Maintenance of parks, parkways, and open space
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities
- Flood and storm protection services
- Ongoing administrative fees
- Police protection services
- Fire protection and suppression services
- Ambulance and paramedic services
- Local Park, recreation, parkway, and open-space facilities

As prescribed by the formation documents, the amount of special taxes collected depends on the Land Use Class, of which 13 different classes are identified. The classes vary based on type of property (residential vs. non-residential), use (single family vs. multi-family), and square footage. Categories of the different property types are listed in Attachment 1.

Each year, the maximum special tax is increased by a minimum of 2% and a maximum of 5% based on the consumer price index (CPI). In years when CPI exceeds 5% the maximum increase is capped. Conversely, in years when CPI is less than 2%, the Maximum Special Tax is increased by 2%. While this range impacts the adjustments to the maximum special tax amount, it does not necessarily align with the amount of special tax that is levied. Therefore, the City may elect to levy a special tax that is less than the maximum.

On June 1, 2021, the City Council adopted a resolution to levy the tax rate for the various Land Use Classes in CFD No. 5 for Fiscal Year 2021/2022. The estimated special tax would generate $5 million, which represents 84% of the Maximum Special Tax.

DISCUSSION

On June 8, 2021, the Finance and Governance Committee requested staff investigate options that would reduce the tax rate for fiscal year 2021/2022 in CFD No. 5. As a result of this review, it was determined that a few items could be addressed.

First, CFD No. 5 has an estimated fund balance of $4.3 million. This fund balance is being retained to finance future capital projects including the construction of a new control room for the Central Park Fountain, and the replacement of storm drain filtration devices. Costs for these projects will reduce the fund balance, but there will still be a balance. Pursuant to the CFD No. 5 Reserve Study, $732,420 is being transferred from fund balance to operating. In the future, the recommendation is to maintain a fund balance of $2.8 million.

Second, CFD No. 5 supports Fire Protection Services in the Riverpark community. While this service was identified in the formation documents, it is not aligned with citywide operations. Typically, fire protection services are funded from the City's General Fund. Since the CFD 5 Fund has been contributing an annual transfer to the General Fund for these respective services, staff is recommending this annual transfer expense be eliminated in the CFD 5 Fund. This will reduce the General Fund Transfer-In revenues by $1,607,520 for the continued service.

Third, the budget category for "on-call and contingency costs" provides for the ability to address unforeseen improvements and repairs. While funding is necessary to address a variety of issues (broken irrigation, fallen trees, emergency repairs, additional janitorial services, etc.), staff believes the budget can be reduced by $400,000 for this allocation.

Should the City Council decide to move forward with the recommendations, the resulting changes would reduce the special taxes in CFD No. 5 from $5 million to $3 million, which is 50% of the Maximum Special Tax. These changes are illustrated in Attachment 1.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The Resolution for the Fiscal Year 2021/2022 special tax was adopted by the City Council on June 1, 2021. City Council does have the ability to adjust the special tax amount prior to the City's submission to the County Assessor on July 6, 2021. Staff is recommending the City Council approve the total special tax of $2,987,495.10 for Fiscal Year 2021/2022.

This reduced special tax amount includes:

- Eliminating the Fire Protection Services transfer from CFD No. 5 of $1,607,520 and shifting it to the General Fund.
- Reducing budget for on-call services and contingency totaling $400,000.
- Utilize fund balance to offset the overall tax levy by shifting $732,420.
- Decrease the Ventura County Collection Fee by $5,031.97, which is calculated as a percentage of total tax levy. Because the overall special tax is being reduced, so is the Collection Fee.

CFD 5 Riverpark FY 2021/22 Proposed Budget	
REVENUES:	
Current Proposed Budget	$5,050,134
Reduction in Special Tax Levy	(2,062,638)
Revised FY 2021/22 Special Tax Revenues	**$2,987,496**
EXPENDITURES:	
Current Proposed Budget	$5,732,468
Elimination of Fire CFD No. 5 to General Fund	(1,607,520)
Reduction in Maint. Contract/Contingency/Shop & Field	(400,000)
Reduction in County Property Tax Admin Fee	(5,032)
Total Reductions	**($2,012,552)**
Revised FY 2021/22 Appropriations	**$3,719,916**
Net Difference funded from Available Fund Balance	**($732,420)**

COMMITTEE OUTCOME

The initial agenda report to levy the special tax for CFD 5 was approved by Council on June 1, 2021.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. CFD 5 Assessment Update
2. Oxnard CFD 5 FY 21/22 Cost Recovery Analysis (Revised)
3. Oxnard CFD 5 (Riverpark) Preliminary Special Tax Roll FY 21-22 (Revised)
4. CFD 5 Riverpark Presentation

CFD No. 5 - RiverPark

Property Assessments

Land Use Class	Description	Residential Floor Area	Per	FY 2020-21 Actual Rate	FY 2021-22 Actual Rate	Actual Rate Year-to-Year Change $	FY 2021-22 Maximum Rate	FY 2021-22 Actual vs Max. Rate
1	SFR Attached	< 1,400	Unit	$1,599.44	$952.75	($646.69)	$1,905.32	50%
2	SFR Attached	1,400-1,699	Unit	$1,966.02	$1,171.11	($794.91)	$2,341.99	50%
3	SFR Attached	1,700-1,999	Unit	$2,151.48	$1,281.58	($869.90)	$2,562.91	50%
4	SFR Attached	2,000-2,199	Unit	$2,525.28	$1,504.25	($1,021.03)	$3,008.18	50%
5	SFR Attached	≥ 2,200	Unit	$2,710.72	$1,614.72	($1,096.00)	$3,229.11	50%
6	SFR Detached	< 1,750	Unit	$2,344.54	$1,396.58	($947.96)	$2,792.88	50%
7	SFR Detached	1,750-2,099	Unit	$2,656.88	$1,582.64	($1,074.24)	$3,164.96	50%
8	SFR Detached	2,100-2,299	Unit	$2,890.28	$1,721.67	($1,168.61)	$3,442.99	50%
9	SFR Detached	2,300-2,799	Unit	$3,334.50	$1,986.27	($1,348.23)	$3,972.14	50%
10	SFR Detached	≥ 2,800	Unit	$3,806.10	$2,267.19	($1,538.91)	$4,533.93	50%
11	Affordable Units	NA	Unit	$582.30	$346.87	($235.43)	$693.67	50%
12	High Density	NA	Unit	$579.58	$345.24	($234.34)	$690.41	50%
13	Non-Residential	NA	Permit SqFt	$0.17	$0.10	($0.07)	$0.20	50%
	Undeveloped	NA	Acre	N/A	$14,885.82	$14,885.82	$29,768.66	50%

CITY OF OXNARD
CFD 5 (Riverpark)
2021/22 Fiscal Year Cost Recovery Analysis

Description	2021/22 Amount	2020/21 Amount	Increase/(Decrease)
Maintenance Staff Costs (PM & Insp)	$330,597.00	$229,744.00	$100,853.00
Maintenance Contracts	1,600,000.00	1,030,780.00	569,220.00
Maintenance Services (1)	0.00	0.00	0.00
Contingency	150,000.00	785,000.00	(635,000.00)
Utilities	630,822.00	721,243.00	(90,421.00)
Flood and Storm Protection Services	0.00	0.00	0.00
Police Protection Services	250,000.00	250,000.00	0.00
Fire Protection Services	0.00	1,607,520.00	(1,607,520.00)
Shop and Field/Custodial/Office	121,000.00	200,322.00	(79,322.00)
Vehicles and Equipment	0.00	20,000.00	(20,000.00)
Equipment Maintenance	21,853.00	28,070.00	(6,217.00)
Admin Staff	166,276.00	166,276.00	0.00
Data Processing/Phone Charges	42,996.00	72,076.00	(29,080.00)
Ambulance/Paramedic Services	0.00	0.00	0.00
Subtotal	$3,313,544.00	$5,111,031.00	($1,797,487.00)
Agency administrative costs	See above	See above	
Indirect Costs	$386,312.00	$362,515.00	$23,797.00
County collection fees 2)	7,968.00	11,327.60	(3,359.60)
Administration costs	4,000.00	3,986.25	13.75
Administration expenses	1,000.00	119.67	880.33
Other costs (fixed liability)	7,092.00	7,092.00	0.00
Subtotal	$406,372.00	$385,040.52	$21,331.48
Del. management charges	$0.00	$15.50	($15.50)
Manual adjustments	0.00	0.00	0.00
Special tax levy credit (3)	(732,420.00)	(1,131,616.50)	399,196.50
Capital Projects	0.00	0.00	0.00
Rounding adjustments	0.00	(28.22)	28.22
Subtotal	($732,420.00)	($1,131,629.22)	$399,209.22
Total Annual Levy	**$2,987,496.00**	**$4,364,442.30**	**($1,376,946.30)**
County Apportionment (4)	**$2,979,528.00**	**$4,360,456.05**	**($1,380,928.05)**
Parcels Levied	1,896	1,895	1
Total Maximum Special Tax - Developed (5)	$5,974,374.32	$5,839,423.31	$134,951.01

(1) Total amount consolidated for these two items under Park Maintenance for report purposes only.
(2) Total Annual Levy reduced by the collection fee taken by the County Auditor-Controller.
(3) Special Tax credit is the surplus fund balance.
(4) Amount to be disbursed by Tax Collector if 100% collection is made.
(5) Estimated for 2021/22.

Fund/Account	6/30/2021	6/30/2020	Notes
Cash held by Treasurer Other			
Total			

Levy Approval

Signature Date

City of Oxnard

Riverpark CFD 5

Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-033-095	110 RIVERPARK BLVD	$356.16
132-0-033-105	210 RIVERPARK BLVD	1,784.84
132-0-110-335	700 FOREST PARK BLVD	138,096.44
132-0-110-535	750 CLYDE RIVER PL	46,952.78
132-0-131-025	3085 NIMES LN	1,582.64
132-0-131-035	3075 NIMES LN	1,582.64
132-0-131-045	3065 NIMES LN	1,396.58
132-0-131-055	3055 NIMES LN	1,396.58
132-0-131-065	3045 NIMES LN	1,582.64
132-0-131-075	3035 NIMES LN	1,582.64
132-0-131-085	423 GARONNE ST	1,582.64
132-0-131-095	425 GARONNE ST	1,582.64
132-0-131-105	427 GARONNE ST	1,396.58
132-0-131-115	429 GARONNE ST	1,396.58
132-0-131-125	431 GARONNE ST	1,582.64
132-0-131-135	433 GARONNE ST	1,582.64
132-0-132-025	3155 NIMES LN	1,582.64
132-0-132-035	3145 NIMES LN	1,582.64
132-0-132-045	3135 NIMES LN	1,396.58
132-0-132-055	3125 NIMES LN	1,396.58
132-0-132-065	3115 NIMES LN	1,582.64
132-0-132-075	3105 NIMES LN	1,582.64
132-0-133-015	3154 MOSS LANDING BLVD	1,582.64
132-0-133-025	3156 MOSS LANDING BLVD	1,986.26
132-0-133-035	3158 MOSS LANDING BLVD	1,986.26
132-0-133-045	3160 MOSS LANDING BLVD	1,986.26
132-0-133-055	3162 MOSS LANDING BLVD	1,582.64
132-0-133-065	3164 MOSS LANDING BLVD	1,986.26
132-0-133-075	428 LAKEVIEW CT	1,582.64
132-0-133-085	426 LAKEVIEW CT	1,986.26
132-0-133-095		1,986.26
132-0-133-105	422 LAKEVIEW CT	1,986.26
132-0-133-115	420 LAKEVIEW CT	1,582.64
132-0-133-125	418 LAKEVIEW CT	1,986.26
132-0-133-135	416 LAKEVIEW CT	1,986.26
132-0-133-145	414 LAKEVIEW CT	1,582.64
132-0-133-155	412 LAKEVIEW CT	1,986.26
132-0-133-165	410 LAKEVIEW CT	1,986.26
132-0-133-175	411 KIAWAH RIVER DR	1,986.26
132-0-133-185	413 KIAWAH RIVER DR	1,986.26
132-0-133-195	415 KIAWAH RIVER DR	1,582.64
132-0-133-205	417 KIAWAH RIVER DR	1,986.26

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-133-215	419 KIAWAH RIVER DR	1,986.26
132-0-133-225	421 KIAWAH RIVER DR	1,582.64
132-0-133-235	423 KIAWAH RIVER DR	1,986.26
132-0-133-245	425 KIAWAH RIVER DR	1,986.26
132-0-133-255	427 KIAWAH RIVER DR	1,986.26
132-0-133-265	429 KIAWAH RIVER DR	1,582.64
132-0-134-015	3104 NIMES LN	1,582.64
132-0-134-025	3114 NIMES LN	1,582.64
132-0-134-035	3124 NIMES LN	1,396.58
132-0-134-045	3134 NIMES LN	1,396.58
132-0-134-055	3144 NIMES LN	1,582.64
132-0-134-065	3154 NIMES LN	1,582.64
132-0-134-085	3163 ORLEANS LN	1,281.58
132-0-134-095	3153 ORLEANS LN	1,171.10
132-0-134-105	3143 ORLEANS LN	1,171.10
132-0-134-115	3133 ORLEANS LN	1,171.10
132-0-134-125	3123 ORLEANS LN	1,171.10
132-0-134-135	3113 ORLEANS LN	1,281.58
132-0-134-145	3103 ORLEANS LN	1,281.58
132-0-135-015	409 GARONNE ST	1,582.64
132-0-135-025	411 GARONNE ST	1,582.64
132-0-135-035	413 GARONNE ST	1,396.58
132-0-135-045	415 GARONNE ST	1,396.58
132-0-135-055	417 GARONNE ST	1,582.64
132-0-135-065	419 GARONNE ST	1,582.64
132-0-135-075	3034 NIMES LN	1,582.64
132-0-135-085	3044 NIMES LN	1,582.64
132-0-135-095	3054 NIMES LN	1,396.58
132-0-135-105	3064 NIMES LN	1,396.58
132-0-135-115	3074 NIMES LN	1,582.64
132-0-135-125	3084 NIMES LN	1,582.64
132-0-135-145	3093 ORLEANS LN	1,281.58
132-0-135-155	3083 ORLEANS LN	1,171.10
132-0-135-165	3073 ORLEANS LN	1,171.10
132-0-135-175	3063 ORLEANS LN	1,171.10
132-0-135-185	3053 ORLEANS LN	1,171.10
132-0-135-195	3043 ORLEANS LN	1,281.58
132-0-135-205	3033 ORLEANS LN	1,281.58
132-0-140-015	359 LAKEVIEW CT	1,986.26
132-0-140-025	357 LAKEVIEW CT	1,721.66
132-0-140-035	355 LAKEVIEW CT	1,721.66
132-0-140-045	353 LAKEVIEW CT	1,721.66

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-140-055	341 LAKEVIEW CT	1,721.66
132-0-140-065	339 LAKEVIEW CT	1,721.66
132-0-140-075	337 LAKEVIEW CT	1,986.26
132-0-140-085	335 LAKEVIEW CT	1,721.66
132-0-140-095	331 LAKEVIEW CT	1,721.66
132-0-140-105	329 LAKEVIEW CT	1,986.26
132-0-140-115	327 LAKEVIEW CT	1,721.66
132-0-140-125	325 LAKEVIEW CT	1,986.26
132-0-140-135	323 LAKEVIEW CT	1,721.66
132-0-140-145	321 LAKEVIEW CT	1,986.26
132-0-140-155	319 LAKEVIEW CT	1,721.66
132-0-140-165	317 LAKEVIEW CT	1,721.66
132-0-140-175	315 LAKEVIEW CT	1,721.66
132-0-140-185	313 LAKEVIEW CT	1,986.26
132-0-140-195	311 LAKEVIEW CT	1,986.26
132-0-140-215	3161 THAMES RIVER DR	1,582.64
132-0-140-225	3159 THAMES RIVER DR	1,986.26
132-0-140-235	3157 THAMES RIVER DR	1,986.26
132-0-140-245	3155 THAMES RIVER DR	1,986.26
132-0-140-255	3153 THAMES RIVER DR	1,582.64
132-0-140-265	3151 THAMES RIVER DR	1,986.26
132-0-140-275	319 KIAWAH RIVER DR	1,986.26
132-0-140-285	321 KIAWAH RIVER DR	1,582.64
132-0-140-295	323 KIAWAH RIVER DR	1,986.26
132-0-140-305	325 KIAWAH RIVER DR	1,986.26
132-0-140-315	327 KIAWAH RIVER DR	1,582.64
132-0-140-325	329 KIAWAH RIVER DR	1,986.26
132-0-140-345	354 LAKEVIEW CT	1,986.26
132-0-140-355	352 LAKEVIEW CT	1,582.64
132-0-140-365	350 LAKEVIEW CT	1,986.26
132-0-140-375	348 LAKEVIEW CT	1,986.26
132-0-140-385	346 LAKEVIEW CT	1,986.26
132-0-140-395	344 LAKEVIEW CT	1,582.64
132-0-140-405	342 LAKEVIEW CT	1,986.26
132-0-140-415	340 LAKEVIEW CT	1,986.26
132-0-140-425	338 LAKEVIEW CT	1,582.64
132-0-140-435	336 LAKEVIEW CT	1,986.26
132-0-140-445	334 LAKEVIEW CT	1,986.26
132-0-140-455	328 LAKEVIEW CT	1,986.26
132-0-140-465	326 LAKEVIEW CT	1,582.64
132-0-140-475	324 LAKEVIEW CT	1,986.26
132-0-140-485	322 LAKEVIEW CT	1,986.26

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-140-495	320 LAKEVIEW CT	1,582.64
132-0-140-505	318 LAKEVIEW CT	1,986.26
132-0-140-515	333 KIAWAH RIVER DR	1,281.58
132-0-140-525	335 KIAWAH RIVER DR	1,171.10
132-0-140-535	337 KIAWAH RIVER DR	1,171.10
132-0-140-545	339 KIAWAH RIVER DR	1,171.10
132-0-140-555	341 KIAWAH RIVER DR	1,171.10
132-0-140-565	343 KIAWAH RIVER DR	1,281.58
132-0-140-575	347 KIAWAH RIVER DR	1,281.58
132-0-140-585	349 KIAWAH RIVER DR	1,171.10
132-0-140-595	351 KIAWAH RIVER DR	1,171.10
132-0-140-605	353 KIAWAH RIVER DR	1,171.10
132-0-140-615	355 KIAWAH RIVER DR	1,171.10
132-0-140-625	357 KIAWAH RIVER DR	1,171.10
132-0-140-635	359 KIAWAH RIVER DR	1,281.58
132-0-150-035	344 KIAWAH RIVER DR	1,396.58
132-0-150-045	334 KIAWAH RIVER DR	1,582.64
132-0-150-055	324 KIAWAH RIVER DR	1,396.58
132-0-150-065	314 KIAWAH RIVER DR	1,396.58
132-0-150-075	304 KIAWAH RIVER DR	1,582.64
132-0-150-085	3111 THAMES RIVER DR	1,396.58
132-0-150-095	3109 THAMES RIVER DR	1,396.58
132-0-150-105	3107 THAMES RIVER DR	1,396.58
132-0-150-115	3105 THAMES RIVER DR	1,396.58
132-0-150-125	3103 THAMES RIVER DR	1,396.58
132-0-150-135	3101 THAMES RIVER DR	1,582.64
132-0-150-145	303 JAVA PL	1,582.64
132-0-150-155	313 JAVA PL	1,396.58
132-0-150-165	323 JAVA PL	1,582.64
132-0-150-175	333 JAVA PL	1,582.64
132-0-150-185	343 JAVA PL	1,396.58
132-0-150-205	342 JAVA PL	1,396.58
132-0-150-215	332 JAVA PL	1,582.64
132-0-150-225	322 JAVA PL	1,582.64
132-0-150-235	312 JAVA PL	1,396.58
132-0-150-245	302 JAVA PL	1,582.64
132-0-150-255	3051 THAMES RIVER DR	1,582.64
132-0-150-265	3049 THAMES RIVER DR	1,582.64
132-0-150-275	3047 THAMES RIVER DR	1,396.58
132-0-150-285	3045 THAMES RIVER DR	1,396.58
132-0-150-295	3043 THAMES RIVER DR	1,582.64
132-0-150-305	3041 THAMES RIVER DR	1,582.64

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City of Oxnard
Riverpark CFD 5
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APN	Site Address	FY 2021/22 Levy Total
132-0-150-315	301 INDUS PL	1,582.64
132-0-150-325	311 INDUS PL	1,396.58
132-0-150-335	321 INDUS PL	1,582.64
132-0-150-345	331 INDUS PL	1,582.64
132-0-150-355	341 INDUS PL	1,396.58
132-0-150-365	3060 ROIA LN	1,281.58
132-0-150-375	3062 ROIA LN	1,171.10
132-0-150-385	3064 ROIA LN	1,171.10
132-0-150-395	3066 ROIA LN	1,171.10
132-0-150-405	3068 ROIA LN	1,171.10
132-0-150-415	3070 ROIA LN	1,281.58
132-0-150-425	3072 ROIA LN	1,281.58
132-0-150-435	3100 ROIA LN	1,281.58
132-0-150-445	3102 ROIA LN	1,171.10
132-0-150-455	3104 ROIA LN	1,171.10
132-0-150-465	3106 ROIA LN	1,171.10
132-0-150-475	3108 ROIA LN	1,171.10
132-0-150-485	3110 ROIA LN	1,171.10
132-0-150-495	3112 ROIA LN	1,281.58
132-0-170-125	2905 ROCKY MOUNTAIN DR	1,504.24
132-0-170-135	2903 ROCKY MOUNTAIN DR	1,504.24
132-0-170-145	2901 ROCKY MOUNTAIN DR	1,504.24
132-0-170-155	2907 ROCKY MOUNTAIN DR	1,504.24
132-0-170-165	2909 ROCKY MOUNTAIN DR	1,504.24
132-0-170-175	2911 ROCKY MOUNTAIN DR	1,504.24
132-0-170-185	2925 ROCKY MOUNTAIN DR	1,504.24
132-0-170-195	2923 ROCKY MOUNTAIN DR	1,504.24
132-0-170-205	2921 ROCKY MOUNTAIN DR	1,504.24
132-0-170-215	2927 ROCKY MOUNTAIN DR	1,504.24
132-0-170-225	2929 ROCKY MOUNTAIN DR	1,504.24
132-0-170-235	2931 ROCKY MOUNTAIN DR	1,504.24
132-0-170-245	313 DANVERS RIVER ST	1,171.10
132-0-170-255	311 DANVERS RIVER ST	1,281.58
132-0-170-265	309 DANVERS RIVER ST	1,504.24
132-0-170-275	307 DANVERS RIVER ST	1,504.24
132-0-170-285	305 DANVERS RIVER ST	1,281.58
132-0-170-295	303 DANVERS RIVER ST	1,281.58
132-0-170-305	301 DANVERS RIVER ST	1,504.24
132-0-170-315	318 ELK RIVER ST	1,171.10
132-0-170-325	316 ELK RIVER ST	1,281.58
132-0-170-335	314 ELK RIVER ST	1,504.24
132-0-170-345	312 ELK RIVER ST	1,504.24

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-170-355	310 ELK RIVER ST	1,281.58
132-0-170-365	308 ELK RIVER ST	1,171.10
132-0-170-375	373 FEATHER RIVER PL	1,504.24
132-0-170-385	371 FEATHER RIVER PL	1,504.24
132-0-170-395	369 FEATHER RIVER PL	1,504.24
132-0-170-405	367 FEATHER RIVER PL	1,504.24
132-0-170-415	365 FEATHER RIVER PL	1,504.24
132-0-170-425	363 FEATHER RIVER PL	1,504.24
132-0-170-435	361 FEATHER RIVER PL	1,504.24
132-0-170-445	355 FEATHER RIVER PL	1,504.24
132-0-170-455	353 FEATHER RIVER PL	1,504.24
132-0-170-465	351 FEATHER RIVER PL	1,504.24
132-0-170-475	349 FEATHER RIVER PL	1,504.24
132-0-170-485	347 FEATHER RIVER PL	1,504.24
132-0-170-495	345 FEATHER RIVER PL	1,504.24
132-0-170-505	343 FEATHER RIVER PL	1,504.24
132-0-170-515	341 FEATHER RIVER PL	1,171.10
132-0-170-525	339 FEATHER RIVER PL	1,281.58
132-0-170-535	337 FEATHER RIVER PL	1,504.24
132-0-170-545	335 FEATHER RIVER PL	1,504.24
132-0-170-555	333 FEATHER RIVER PL	1,281.58
132-0-170-565	331 FEATHER RIVER PL	1,171.10
132-0-170-575	321 FEATHER RIVER PL	1,504.24
132-0-170-585	319 FEATHER RIVER PL	1,504.24
132-0-170-595	317 FEATHER RIVER PL	1,504.24
132-0-170-605	315 FEATHER RIVER PL	1,504.24
132-0-170-615	316 FEATHER RIVER PL	1,504.24
132-0-170-625	318 FEATHER RIVER PL	1,504.24
132-0-170-635	320 FEATHER RIVER PL	1,504.24
132-0-170-645	319 ELK RIVER ST	1,504.24
132-0-170-655	317 ELK RIVER ST	1,504.24
132-0-170-665	315 ELK RIVER ST	1,504.24
132-0-170-675	313 ELK RIVER ST	1,504.24
132-0-180-175	351 FOREST PARK BLVD	1,171.10
132-0-180-185	349 FOREST PARK BLVD	346.86
132-0-180-195	347 FOREST PARK BLVD	346.86
132-0-180-205	345 FOREST PARK BLVD	346.86
132-0-180-215	343 FOREST PARK BLVD	346.86
132-0-180-225	341 FOREST PARK BLVD	1,171.10
132-0-180-235	335 FOREST PARK BLVD	1,171.10
132-0-180-245	333 FOREST PARK BLVD	346.86
132-0-180-255	331 FOREST PARK BLVD	346.86

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City of Oxnard
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Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-180-265	321 FOREST PARK BLVD	346.86
132-0-180-275	319 FOREST PARK BLVD	346.86
132-0-180-285	317 FOREST PARK BLVD	1,171.10
132-0-180-295	315 FOREST PARK BLVD	346.86
132-0-180-305	313 FOREST PARK BLVD	346.86
132-0-180-315	311 FOREST PARK BLVD	1,171.10
132-0-180-325	309 FOREST PARK BLVD	346.86
132-0-180-335	307 FOREST PARK BLVD	346.86
132-0-180-345	305 FOREST PARK BLVD	346.86
132-0-180-355	303 FOREST PARK BLVD	346.86
132-0-180-365	301 FOREST PARK BLVD	1,171.10
132-0-180-375	3001 THAMES RIVER DR	346.86
132-0-180-385	3011 THAMES RIVER DR	346.86
132-0-180-395	3021 THAMES RIVER DR	346.86
132-0-180-405	3031 THAMES RIVER DR	346.86
132-0-180-415	3042 SHENANDOAH DR	1,171.10
132-0-180-425	3032 SHENANDOAH DR	346.86
132-0-180-435	3022 SHENANDOAH DR	346.86
132-0-180-445	3012 SHENANDOAH DR	346.86
132-0-180-455	3002 SHENANDOAH DR	346.86
132-0-180-465	3003 SHENANDOAH DR	1,171.10
132-0-180-475	3013 SHENANDOAH DR	346.86
132-0-180-485	3023 SHENANDOAH DR	346.86
132-0-180-495	3033 SHENANDOAH DR	346.86
132-0-180-505	3043 SHENANDOAH DR	346.86
132-0-180-515	3053 SHENANDOAH DR	1,171.10
132-0-180-525	3054 ROIA LN	1,171.10
132-0-180-535	3044 ROIA LN	346.86
132-0-180-545	3034 ROIA LN	346.86
132-0-180-555	3024 ROIA LN	346.86
132-0-180-565	3014 ROIA LN	346.86
132-0-180-575	3004 ROIA LN	1,171.10
132-0-180-585	3005 ROIA LN	1,171.10
132-0-180-595	3015 ROIA LN	346.86
132-0-180-605	3025 ROIA LN	346.86
132-0-180-615	3035 ROIA LN	346.86
132-0-180-625	3045 ROIA LN	346.86
132-0-180-635	3055 ROIA LN	1,171.10
132-0-180-645	3056 PALISADES PARK DR	1,171.10
132-0-180-655	3046 PALISADES PARK DR	346.86
132-0-180-665	3036 PALISADES PARK DR	346.86
132-0-180-675	3026 PALISADES PARK DR	346.86

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-180-685	3016 PALISADES PARK DR	346.86
132-0-180-695	3006 PALISADES PARK DR	1,171.10
132-0-180-705	400 INDUS PL	1,171.10
132-0-180-715	410 INDUS PL	346.86
132-0-180-725	420 INDUS PL	346.86
132-0-180-735	3020 ORLEANS DR	346.86
132-0-180-745	3010 ORLEANS DR	346.86
132-0-180-755	3000 ORLEANS DR	1,171.10
132-0-180-765	405 GARONNE ST	1,171.10
132-0-180-775	403 GARONNE ST	346.86
132-0-180-785	401 GARONNE ST	346.86
132-0-190-015	321 COLORADO RIVER PL	346.86
132-0-190-025	331 COLORADO RIVER PL	346.86
132-0-190-035	341 COLORADO RIVER PL	346.86
132-0-190-045	351 COLORADO RIVER PL	346.86
132-0-190-055	391 COLORADO RIVER PL	346.86
132-0-190-065	381 COLORADO RIVER PL	346.86
132-0-190-075	371 COLORADO RIVER PL	346.86
132-0-190-085	361 COLORADO RIVER PL	346.86
132-0-190-095	2800 RIVERPARK BLVD	346.86
132-0-190-105	2802 RIVERPARK BLVD	346.86
132-0-190-115	2804 RIVERPARK BLVD	346.86
132-0-190-125	2820 RIVERPARK BLVD	346.86
132-0-190-135	2818 RIVERPARK BLVD	346.86
132-0-190-145	2816 RIVERPARK BLVD	346.86
132-0-190-155	2814 RIVERPARK BLVD	346.86
132-0-190-165	2812 RIVERPARK BLVD	346.86
132-0-190-175	2810 RIVERPARK BLVD	346.86
132-0-190-185	2821 SMOKY MOUNTAIN DR	1,171.10
132-0-190-195	2819 SMOKY MOUNTAIN DR	346.86
132-0-190-205	2817 SMOKY MOUNTAIN DR	346.86
132-0-190-215	2815 SMOKY MOUNTAIN DR	346.86
132-0-190-225	2813 SMOKY MOUNTAIN DR	346.86
132-0-190-235	2811 SMOKY MOUNTAIN DR	346.86
132-0-190-245	2801 SMOKY MOUNTAIN DR	346.86
132-0-190-255	2803 SMOKY MOUNTAIN DR	346.86
132-0-190-265	2805 SMOKY MOUNTAIN DR	346.86
132-0-190-275	2835 SMOKY MOUNTAIN DR	346.86
132-0-190-285	2833 SMOKY MOUNTAIN DR	346.86
132-0-190-295	2831 SMOKY MOUNTAIN DR	346.86
132-0-190-305	2830 RIVERPARK BLVD	1,281.58
132-0-190-315	2832 RIVERPARK BLVD	1,171.10

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City of Oxnard
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Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-190-325	2834 RIVER PARK BLVD	346.86
132-0-190-335	392 DANVERS RIVER ST	346.86
132-0-190-345	382 DANVERS RIVER ST	1,171.10
132-0-190-355	372 DANVERS RIVER ST	346.86
132-0-190-365	362 DANVERS RIVER ST	346.86
132-0-190-375	322 DANVERS RIVER ST	346.86
132-0-190-385	332 DANVERS RIVER ST	346.86
132-0-190-395	342 DANVERS RIVER ST	346.86
132-0-190-405	352 DANVERS RIVER ST	346.86
132-0-200-015	2716 RIVERPARK BLVD	1,281.58
132-0-200-025	2714 RIVERPARK BLVD	1,171.10
132-0-200-035	2712 RIVERPARK BLVD	1,171.10
132-0-200-045	2710 RIVERPARK BLVD	1,171.10
132-0-200-055	2720 RIVERPARK BLVD	1,281.58
132-0-200-065	2722 RIVERPARK BLVD	1,171.10
132-0-200-075	2724 RIVERPARK BLVD	1,171.10
132-0-200-085	2726 RIVERPARK BLVD	1,171.10
132-0-200-095	2734 RIVERPARK BLVD	346.86
132-0-200-105	2732 RIVERPARK BLVD	346.86
132-0-200-115	2730 RIVERPARK BLVD	346.86
132-0-200-125	390 COLORADO RIVER PL	346.86
132-0-200-135	380 COLORADO RIVER PL	346.86
132-0-200-145	370 COLORADO RIVER PL	346.86
132-0-200-155	360 COLORADO RIVER PL	346.86
132-0-200-165	320 COLORADO RIVER PL	1,171.10
132-0-200-175	330 COLORADO RIVER PL	346.86
132-0-200-185	340 COLORADO RIVER PL	346.86
132-0-200-195	350 COLORADO RIVER PL	346.86
132-0-200-205	2735 SMOKY MOUNTAIN DR	346.86
132-0-200-215	2733 SMOKY MOUNTAIN DR	346.86
132-0-200-225	2731 SMOKY MOUNTAIN DR	346.86
132-0-200-235	2721 SMOKY MOUNTAIN DR	1,281.58
132-0-200-245	2723 SMOKY MOUNTAIN DR	1,171.10
132-0-200-255	2725 SMOKY MOUNTAIN DR	1,171.10
132-0-200-265	2727 SMOKY MOUNTAIN DR	1,171.10
132-0-200-275	2717 SMOKY MOUNTAIN DR	1,281.58
132-0-200-285	2715 SMOKY MOUNTAIN DR	1,171.10
132-0-200-295	2713 SMOKY MOUNTAIN DR	1,171.10
132-0-200-305	2711 SMOKY MOUNTAIN DR	1,171.10
132-0-200-455	2701 SMOKY MOUNTAIN DR	952.74
132-0-200-465	2703 SMOKY MOUNTAIN DR	952.74
132-0-200-475	2705 SMOKY MOUNTAIN DR	952.74

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City of Oxnard
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Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-200-485	2700 RIVERPARK BLVD	1,171.10
132-0-200-495	2702 RIVERPARK BLVD	1,171.10
132-0-200-505	2704 RIVERPARK BLVD	1,281.58
132-0-200-515	341 AMERICAN RIVER CT	1,171.10
132-0-200-525	343 AMERICAN RIVER CT	952.74
132-0-200-535	345 AMERICAN RIVER CT	952.74
132-0-200-545	347 AMERICAN RIVER CT	952.74
132-0-200-555	357 AMERICAN RIVER CT	1,171.10
132-0-200-565	355 AMERICAN RIVER CT	1,171.10
132-0-200-575	353 AMERICAN RIVER CT	1,171.10
132-0-200-585	351 AMERICAN RIVER CT	1,281.58
132-0-210-345	300 BIG SUR RIVER PL	952.74
132-0-210-355	302 BIG SUR RIVER PL	952.74
132-0-210-365	304 BIG SUR RIVER PL	952.74
132-0-210-375	306 BIG SUR RIVER PL	952.74
132-0-210-385	308 BIG SUR RIVER PL	952.74
132-0-210-395	310 BIG SUR RIVER PL	952.74
132-0-210-405	301 AMERICAN RIVER CT	952.74
132-0-210-415	303 AMERICAN RIVER CT	952.74
132-0-210-425	305 AMERICAN RIVER CT	952.74
132-0-210-435	307 AMERICAN RIVER CT	952.74
132-0-210-445	309 AMERICAN RIVER CT	952.74
132-0-210-455	311 AMERICAN RIVER CT	952.74
132-0-210-465	312 BIG SUR RIVER PL	952.74
132-0-210-475	314 BIG SUR RIVER PL	952.74
132-0-210-485	316 BIG SUR RIVER PL	952.74
132-0-210-495	318 BIG SUR RIVER PL	1,171.10
132-0-210-505	313 AMERICAN RIVER CT	952.74
132-0-210-515	315 AMERICAN RIVER CT	952.74
132-0-210-525	317 AMERICAN RIVER CT	952.74
132-0-210-535	319 AMERICAN RIVER CT	1,171.10
132-0-210-545	330 BIG SUR RIVER PL	952.74
132-0-210-555	328 BIG SUR RIVER PL	952.74
132-0-210-565	326 BIG SUR RIVER PL	952.74
132-0-210-575	324 BIG SUR RIVER PL	952.74
132-0-210-585	322 BIG SUR RIVER PL	952.74
132-0-210-595	320 BIG SUR RIVER PL	952.74
132-0-210-605	331 AMERICAN RIVER CT	952.74
132-0-210-615	329 AMERICAN RIVER CT	952.74
132-0-210-625	327 AMERICAN RIVER CT	952.74
132-0-210-635	325 AMERICAN RIVER CT	952.74
132-0-210-645	323 AMERICAN RIVER CT	952.74

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APN	Site Address	FY 2021/22 Levy Total
132-0-210-655	321 AMERICAN RIVER CT	952.74
132-0-230-195	500 FOREST PARK BLVD	38,667.00
132-0-230-205	500 FOREST PARK BLVD	38,667.00
132-0-230-225	470 FOREST PARK BLVD	81,131.64
132-0-230-235	401 DANVERS RIVER DR	18,297.76
132-0-251-015	648 FLATHEAD RIVER ST	1,171.10
132-0-251-025	646 FLATHEAD RIVER ST	1,171.10
132-0-251-035	644 FLATHEAD RIVER ST	1,171.10
132-0-251-045	642 FLATHEAD RIVER ST	1,171.10
132-0-251-055	640 FLATHEAD RIVER ST	1,171.10
132-0-251-065	638 FLATHEAD RIVER ST	1,171.10
132-0-251-075	636 FLATHEAD RIVER ST	1,171.10
132-0-251-085	634 FLATHEAD RIVER ST	1,171.10
132-0-251-095	632 FLATHEAD RIVER ST	1,171.10
132-0-251-105	630 FLATHEAD RIVER ST	1,171.10
132-0-251-115	628 FLATHEAD RIVER ST	1,171.10
132-0-251-125	626 FLATHEAD RIVER ST	1,171.10
132-0-251-135	624 FLATHEAD RIVER ST	1,171.10
132-0-251-145	622 FLATHEAD RIVER ST	1,171.10
132-0-251-155	620 FLATHEAD RIVER ST	1,171.10
132-0-251-165	614 FLATHEAD RIVER ST	1,171.10
132-0-251-175	612 FLATHEAD RIVER ST	1,171.10
132-0-251-185	610 FLATHEAD RIVER ST	1,171.10
132-0-251-195	608 FLATHEAD RIVER ST	1,171.10
132-0-251-205	606 FLATHEAD RIVER ST	1,171.10
132-0-251-215	604 FLATHEAD RIVER ST	1,171.10
132-0-251-225	602 FLATHEAD RIVER ST	1,171.10
132-0-251-235	600 FLATHEAD RIVER ST	1,171.10
132-0-251-245	514 FLATHEAD RIVER ST	1,171.10
132-0-251-255	512 FLATHEAD RIVER ST	1,171.10
132-0-251-265	510 FLATHEAD RIVER ST	1,171.10
132-0-251-275	508 FLATHEAD RIVER ST	1,171.10
132-0-251-285	506 FLATHEAD RIVER ST	1,171.10
132-0-251-295	504 FLATHEAD RIVER ST	1,171.10
132-0-251-305	502 FLATHEAD RIVER ST	1,171.10
132-0-251-315	500 FLATHEAD RIVER ST	1,171.10
132-0-251-325	3007 MOONLIGHT PARK AVE	1,614.70
132-0-251-335	3005 MOONLIGHT PARK AVE	1,614.70
132-0-251-345	3003 MOONLIGHT PARK AVE	1,614.70
132-0-251-355	3001 MOONLIGHT PARK AVE	1,614.70
132-0-251-365	639 FOREST PARK BLVD	1,504.24
132-0-251-375	637 FOREST PARK BLVD	1,281.58

Slight variances may occur due to rounding

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City of Oxnard
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Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-251-385	635 FOREST PARK BLVD	1,281.58
132-0-251-395	633 FOREST PARK BLVD	1,504.24
132-0-251-405	631 FOREST PARK BLVD	1,281.58
132-0-251-415	629 FOREST PARK BLVD	1,281.58
132-0-251-425	627 FOREST PARK BLVD	1,504.24
132-0-251-435	625 FOREST PARK BLVD	1,504.24
132-0-251-445	623 FOREST PARK BLVD	1,281.58
132-0-251-455	621 FOREST PARK BLVD	1,504.24
132-0-251-465	519 FOREST PARK BLVD	1,504.24
132-0-251-475	517 FOREST PARK BLVD	1,281.58
132-0-251-485	515 FOREST PARK BLVD	1,504.24
132-0-251-495	513 FOREST PARK BLVD	1,504.24
132-0-251-505	511 FOREST PARK BLVD	1,281.58
132-0-251-515	509 FOREST PARK BLVD	1,281.58
132-0-251-525	507 FOREST PARK BLVD	1,504.24
132-0-251-535	505 FOREST PARK BLVD	1,504.24
132-0-251-545	503 FOREST PARK BLVD	1,281.58
132-0-251-555	501 FOREST PARK BLVD	1,504.24
132-0-251-565	617 FOREST PARK BLVD	1,504.24
132-0-251-575	615 FOREST PARK BLVD	1,281.58
132-0-251-585	613 FOREST PARK BLVD	1,504.24
132-0-251-595	611 FOREST PARK BLVD	1,504.24
132-0-251-605	609 FOREST PARK BLVD	1,281.58
132-0-251-615	607 FOREST PARK BLVD	1,281.58
132-0-251-625	605 FOREST PARK BLVD	1,504.24
132-0-251-635	603 FOREST PARK BLVD	1,504.24
132-0-251-645	601 FOREST PARK BLVD	1,504.24
132-0-251-655	3008 N OXNARD BLVD	1,504.24
132-0-251-665	3010 N OXNARD BLVD	1,504.24
132-0-251-675	3012 N OXNARD BLVD	1,504.24
132-0-251-685	3014 N OXNARD BLVD	1,504.24
132-0-252-015	614 GREEN RIVER ST	1,171.10
132-0-252-025	612 GREEN RIVER ST	1,171.10
132-0-252-035	610 GREEN RIVER ST	1,171.10
132-0-252-045	608 GREEN RIVER ST	1,171.10
132-0-252-055	606 GREEN RIVER ST	1,171.10
132-0-252-065	604 GREEN RIVER ST	1,171.10
132-0-252-075	602 GREEN RIVER ST	1,171.10
132-0-252-085	3025 MOSS LANDING BLVD	1,171.10
132-0-252-095	3023 MOSS LANDING BLVD	1,171.10
132-0-252-105	3021 MOSS LANDING BLVD	1,171.10
132-0-252-115	3019 MOSS LANDING BLVD	1,171.10

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City of Oxnard
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APN	Site Address	FY 2021/22 Levy Total
132-0-252-125	3017 MOSS LANDING BLVD	1,171.10
132-0-252-135	3015 MOSS LANDING BLVD	1,171.10
132-0-252-145	3013 MOSS LANDING BLVD	1,171.10
132-0-252-155	3011 MOSS LANDING BLVD	1,171.10
132-0-252-165	603 FLATHEAD RIVER ST	1,171.10
132-0-252-175	605 FLATHEAD RIVER ST	1,171.10
132-0-252-185	607 FLATHEAD RIVER ST	1,171.10
132-0-252-195	609 FLATHEAD RIVER ST	1,171.10
132-0-252-205	611 FLATHEAD RIVER ST	1,171.10
132-0-252-215	613 FLATHEAD RIVER ST	1,171.10
132-0-252-225	615 FLATHEAD RIVER ST	1,171.10
132-0-252-235	646 GREEN RIVER ST	1,171.10
132-0-252-245	644 GREEN RIVER ST	1,171.10
132-0-252-255	642 GREEN RIVER ST	1,171.10
132-0-252-265	640 GREEN RIVER ST	1,171.10
132-0-252-275	638 GREEN RIVER ST	1,171.10
132-0-252-285	636 GREEN RIVER ST	1,171.10
132-0-252-295	634 GREEN RIVER ST	1,171.10
132-0-252-305	630 GREEN RIVER ST	1,171.10
132-0-252-315	628 GREEN RIVER ST	1,171.10
132-0-252-325	624 GREEN RIVER ST	1,171.10
132-0-252-335	622 GREEN RIVER ST	1,171.10
132-0-252-345	620 GREEN RIVER ST	1,171.10
132-0-252-355	625 FLATHEAD RIVER ST	1,171.10
132-0-252-365	627 FLATHEAD RIVER ST	1,171.10
132-0-252-375	629 FLATHEAD RIVER ST	1,171.10
132-0-252-385	631 FLATHEAD RIVER ST	1,171.10
132-0-252-395	633 FLATHEAD RIVER ST	1,171.10
132-0-252-405	637 FLATHEAD RIVER ST	1,171.10
132-0-252-415	639 FLATHEAD RIVER ST	1,171.10
132-0-252-425	641 FLATHEAD RIVER ST	1,171.10
132-0-252-435	643 FLATHEAD RIVER ST	1,171.10
132-0-252-445	645 FLATHEAD RIVER ST	1,171.10
132-0-252-455	647 FLATHEAD RIVER ST	1,171.10
132-0-252-465	649 FLATHEAD RIVER ST	1,171.10
132-0-252-475	3020 N OXNARD BLVD	1,504.24
132-0-252-485	3022 N OXNARD BLVD	1,281.58
132-0-252-495	3024 N OXNARD BLVD	1,281.58
132-0-252-505	3026 N OXNARD BLVD	1,504.24
132-0-252-515	3028 N OXNARD BLVD	1,504.24
132-0-252-525	3030 N OXNARD BLVD	1,281.58
132-0-252-535	3032 N OXNARD BLVD	1,504.24

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APN	Site Address	FY 2021/22 Levy Total
132-0-260-015	416 GREEN RIVER ST	1,171.10
132-0-260-025	414 GREEN RIVER ST	1,171.10
132-0-260-035	412 GREEN RIVER ST	1,171.10
132-0-260-045	410 GREEN RIVER ST	1,171.10
132-0-260-055	408 GREEN RIVER ST	1,171.10
132-0-260-065	407 FLATHEAD RIVER ST	1,171.10
132-0-260-075	417 FLATHEAD RIVER ST	1,171.10
132-0-260-085	427 FLATHEAD RIVER ST	1,171.10
132-0-260-095	437 FLATHEAD RIVER ST	1,171.10
132-0-260-105	447 FLATHEAD RIVER ST	1,171.10
132-0-260-115	457 FLATHEAD RIVER ST	1,171.10
132-0-260-125	3010 MOONLIGHT PARK AVE	1,171.10
132-0-260-135	3012 MOONLIGHT PARK AVE	1,171.10
132-0-260-145	3014 MOONLIGHT PARK AVE	1,171.10
132-0-260-155	3016 MOONLIGHT PARK AVE	1,171.10
132-0-260-165	3018 MOONLIGHT PARK AVE	1,171.10
132-0-260-175	3020 MOONLIGHT PARK AVE	1,171.10
132-0-260-185	3022 MOONLIGHT PARK AVE	1,171.10
132-0-260-195	406 GARONNE ST	1,614.70
132-0-260-205	404 GARONNE ST	1,614.70
132-0-260-215	402 GARONNE ST	1,614.70
132-0-260-225	400 GARONNE ST	1,614.70
132-0-260-235	401 FOREST PARK BLVD	1,614.70
132-0-260-245	403 FOREST PARK BLVD	1,614.70
132-0-260-255	405 FOREST PARK BLVD	1,614.70
132-0-260-265	407 FOREST PARK BLVD	1,614.70
132-0-260-275	409 FOREST PARK BLVD	1,614.70
132-0-260-285	411 FOREST PARK BLVD	1,614.70
132-0-260-295	413 FOREST PARK BLVD	1,614.70
132-0-260-305	415 FOREST PARK BLVD	1,614.70
132-0-260-315	417 FOREST PARK BLVD	1,614.70
132-0-260-355	421 FOREST PARK BLVD	1,614.70
132-0-260-365	423 FOREST PARK BLVD	1,614.70
132-0-260-375	425 FOREST PARK BLVD	1,614.70
132-0-260-385	427 FOREST PARK BLVD	1,614.70
132-0-260-395	3006 MOONLIGHT PARK AVE	1,614.70
132-0-260-405	3004 MOONLIGHT PARK AVE	1,614.70
132-0-260-415	3002 MOONLIGHT PARK AVE	1,614.70
132-0-260-425	3000 MOONLIGHT PARK AVE	1,614.70
132-0-260-435	431 FOREST PARK BLVD	1,614.70
132-0-260-445	433 FOREST PARK BLVD	1,614.70
132-0-260-455	435 FOREST PARK BLVD	1,614.70

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APN	Site Address	FY 2021/22 Levy Total
132-0-260-465	437 FOREST PARK BLVD	1,614.70
132-0-260-475	439 FOREST PARK BLVD	1,614.70
132-0-260-485	441 FOREST PARK BLVD	1,614.70
132-0-260-495	443 FOREST PARK BLVD	1,614.70
132-0-260-515		2,858.26
132-0-260-525		2,858.26
132-0-260-535		1,905.50
132-0-260-545		1,905.50
132-0-271-015		952.74
132-0-271-025		952.74
132-0-271-035		952.74
132-0-271-045		952.74
132-0-271-055		952.74
132-0-271-065		952.74
132-0-271-075		952.74
132-0-271-085		952.74
132-0-271-095		952.74
132-0-271-105		952.74
132-0-271-115		952.74
132-0-271-125		952.74
132-0-271-135		952.74
132-0-271-145		952.74
132-0-271-155	714 FLATHEAD RIVER ST	1,171.10
132-0-271-165	712 FLATHEAD RIVER ST	1,171.10
132-0-271-175	710 FLATHEAD RIVER ST	1,171.10
132-0-271-185	708 FLATHEAD RIVER ST	1,171.10
132-0-271-195	706 FLATHEAD RIVER ST	1,171.10
132-0-271-205	704 FLATHEAD RIVER ST	1,171.10
132-0-271-215	702 FLATHEAD RIVER ST	1,171.10
132-0-271-225		952.74
132-0-271-235		952.74
132-0-271-245		952.74
132-0-271-255		952.74
132-0-271-265		952.74
132-0-271-275		952.74
132-0-271-285	3013 N OXNARD BLVD	1,504.24
132-0-271-295	3011 N OXNARD BLVD	1,504.24
132-0-271-305	3009 N OXNARD BLVD	1,504.24
132-0-271-315	3007 N OXNARD BLVD	1,504.24
132-0-271-325	701 FOREST PARK BLVD	1,504.24
132-0-271-335	703 FOREST PARK BLVD	1,281.58
132-0-271-345		1,504.24

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APN	Site Address	FY 2021/22 Levy Total
132-0-271-355	707 FOREST PARK BLVD	1,504.24
132-0-271-365	709 FOREST PARK BLVD	1,281.58
132-0-271-375	711 FOREST PARK BLVD	1,281.58
132-0-271-385	713 FOREST PARK BLVD	1,504.24
132-0-271-395	717 FOREST PARK BLVD	1,504.24
132-0-271-405	719 FOREST PARK BLVD	1,281.58
132-0-271-415	721 FOREST PARK BLVD	1,504.24
132-0-271-425	723 FOREST PARK BLVD	1,504.24
132-0-271-435	725 FOREST PARK BLVD	1,281.58
132-0-271-445	727 FOREST PARK BLVD	1,281.58
132-0-271-455	729 FOREST PARK BLVD	1,504.24
132-0-271-465	731 FOREST PARK BLVD	1,504.24
132-0-271-475	735 FOREST PARK BLVD	1,281.58
132-0-271-485	737 FOREST PARK BLVD	1,504.24
132-0-271-495	749 FOREST PARK BLVD	1,504.24
132-0-271-505	751 FOREST PARK BLVD	1,504.24
132-0-271-515	753 FOREST PARK BLVD	1,504.24
132-0-271-525	755 FOREST PARK BLVD	1,281.58
132-0-271-535	757 FOREST PARK BLVD	1,281.58
132-0-271-545	759 FOREST PARK BLVD	1,504.24
132-0-271-555	761 FOREST PARK BLVD	1,504.24
132-0-271-565	763 FOREST PARK BLVD	1,281.58
132-0-271-575	765 FOREST PARK BLVD	1,504.24
132-0-271-585	3010 VENTURA RD	1,504.24
132-0-271-595	3012 VENTURA RD	1,504.24
132-0-271-605	3014 VENTURA RD	1,504.24
132-0-271-615	3016 VENTURA RD	1,504.24
132-0-272-015		952.74
132-0-272-025		952.74
132-0-272-035		952.74
132-0-272-045		952.74
132-0-272-055		952.74
132-0-272-065		952.74
132-0-272-075		952.74
132-0-272-085		952.74
132-0-272-095		952.74
132-0-272-105		952.74
132-0-272-115		952.74
132-0-272-125		952.74
132-0-272-135		952.74
132-0-272-145		952.74
132-0-272-155		952.74

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APN	Site Address	FY 2021/22 Levy Total
132-0-272-165		952.74
132-0-272-175		952.74
132-0-272-185		952.74
132-0-272-195		952.74
132-0-272-205		952.74
132-0-272-215		952.74
132-0-272-225		952.74
132-0-272-235		952.74
132-0-272-245		952.74
132-0-272-255		952.74
132-0-272-265		952.74
132-0-272-275		952.74
132-0-272-285		952.74
132-0-272-295		952.74
132-0-272-305		952.74
132-0-272-315		952.74
132-0-272-325		952.74
132-0-272-335		952.74
132-0-272-345		952.74
132-0-272-355		7,622.04
132-0-272-375	3033 N OXNARD BLVD	1,504.24
132-0-272-385	3031 N OXNARD BLVD	1,281.58
132-0-272-395	3029 N OXNARD BLVD	1,504.24
132-0-272-405	3027 N OXNARD BLVD	1,504.24
132-0-272-415	3025 N OXNARD BLVD	1,281.58
132-0-272-425	3023 N OXNARD BLVD	1,281.58
132-0-272-435	3021 N OXNARD BLVD	1,504.24
132-0-272-445		4,763.76
132-0-272-455		6,669.28
132-0-280-015	470 GARONNE ST	1,171.10
132-0-280-025	468 GARONNE ST	1,171.10
132-0-280-035	466 GARONNE ST	952.74
132-0-280-045	464 GARONNE ST	952.74
132-0-280-055	462 GARONNE ST	1,171.10
132-0-280-065	460 GARONNE ST	1,171.10
132-0-280-075	430 GARONNE ST	1,171.10
132-0-280-085	428 GARONNE ST	1,171.10
132-0-280-095	426 GARONNE ST	952.74
132-0-280-105	424 GARONNE ST	952.74
132-0-280-115	422 GARONNE ST	1,171.10
132-0-280-125	420 GARONNE ST	1,171.10
132-0-280-135	421 GREEN RIVER ST	1,171.10

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Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-280-145	423 GREEN RIVER ST	1,171.10
132-0-280-155	425 GREEN RIVER ST	952.74
132-0-280-165	427 GREEN RIVER ST	952.74
132-0-280-175	429 GREEN RIVER ST	1,171.10
132-0-280-185	431 GREEN RIVER ST	1,171.10
132-0-280-195		1,171.10
132-0-280-205	463 GREEN RIVER ST	1,171.10
132-0-280-215	465 GREEN RIVER ST	952.74
132-0-280-225	467 GREEN RIVER ST	952.74
132-0-280-235	469 GREEN RIVER ST	1,171.10
132-0-280-245	471 GREEN RIVER ST	1,171.10
132-0-280-275		4,247.74
132-0-280-305		3,076.62
132-0-280-315		3,076.62
132-0-280-325		3,076.62
132-0-280-335		3,076.62
132-0-290-015	550 GARONNE ST	1,171.10
132-0-290-025	548 GARONNE ST	952.74
132-0-290-035	546 GARONNE ST	952.74
132-0-290-045	544 GARONNE ST	952.74
132-0-290-055	542 GARONNE ST	952.74
132-0-290-065	540 GARONNE ST	1,171.10
132-0-290-075	530 GARONNE ST	1,171.10
132-0-290-085	528 GARONNE ST	1,171.10
132-0-290-095	526 GARONNE ST	952.74
132-0-290-105	524 GARONNE ST	952.74
132-0-290-115	522 GARONNE ST	1,171.10
132-0-290-125	520 GARONNE ST	1,171.10
132-0-290-135	521 GREEN RIVER ST	1,171.10
132-0-290-145	523 GREEN RIVER ST	1,171.10
132-0-290-155	525 GREEN RIVER ST	952.74
132-0-290-165	527 GREEN RIVER ST	952.74
132-0-290-175	529 GREEN RIVER ST	1,171.10
132-0-290-185	531 GREEN RIVER ST	1,171.10
132-0-290-195	601 GREEN RIVER ST	1,171.10
132-0-290-205	603 GREEN RIVER ST	952.74
132-0-290-215	605 GREEN RIVER ST	952.74
132-0-290-225	607 GREEN RIVER ST	952.74
132-0-290-235	609 GREEN RIVER ST	952.74
132-0-290-245	611 GREEN RIVER ST	1,171.10
132-0-290-275		6,153.24
132-0-290-285		2,123.86

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APN	Site Address	FY 2021/22 Levy Total
132-0-290-295		4,247.74
132-0-290-305		4,029.38
132-0-300-015		12,306.50
132-0-300-025		6,153.24
132-0-300-045		10,401.00
132-0-300-055		8,495.48
132-0-311-025	2850 N OXNARD BLVD	14,786.42
132-0-311-055	2766 SEAGLASS WAY	6,745.62
132-0-311-105	400 TOWN CENTER DR	6,807.62
132-0-311-115	681 TOWN CENTER DR	574.38
132-0-311-125	691 TOWN CENTER DR	342.18
132-0-311-135	598 TOWN CENTER DR	793.50
132-0-311-175		65,732.52
132-0-311-185	656 TOWN CENTER WAY	5,102.40
132-0-311-195	670 TOWN CENTER WAY	372.28
132-0-320-035	295 RIVERPARK BLVD	18,643.00
132-0-320-045	287 RIVERPARK BLVD	22,785.90
132-0-320-055	287 RIVERPARK BLVD	6,904.82
132-0-330-015	361 RIVERPARK BLVD	346.86
132-0-330-025	361 RIVERPARK BLVD	346.86
132-0-330-035	361 RIVERPARK BLVD	346.86
132-0-330-045	361 RIVERPARK BLVD	346.86
132-0-330-055	361 RIVERPARK BLVD	346.86
132-0-330-065	361 RIVERPARK BLVD	346.86
132-0-330-075	361 RIVERPARK BLVD	346.86
132-0-330-085	361 RIVERPARK BLVD	346.86
132-0-330-095	361 RIVERPARK BLVD	346.86
132-0-330-105	361 RIVERPARK BLVD	346.86
132-0-330-115	361 RIVERPARK BLVD	346.86
132-0-330-125	361 RIVERPARK BLVD	346.86
132-0-340-015	359 RIVERPARK BLVD	346.86
132-0-340-025	359 RIVERPARK BLVD	346.86
132-0-340-035	359 RIVERPARK BLVD	346.86
132-0-340-045	359 RIVERPARK BLVD	346.86
132-0-340-055	359 RIVERPARK BLVD	346.86
132-0-340-065	359 RIVERPARK BLVD	346.86
132-0-340-075	359 RIVERPARK BLVD	346.86
132-0-340-085	359 RIVERPARK BLVD	346.86
132-0-340-095	359 RIVERPARK BLVD	346.86
132-0-340-105	359 RIVERPARK BLVD	346.86
132-0-340-115	359 RIVERPARK BLVD	346.86
132-0-340-125	359 RIVERPARK BLVD	346.86

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APN	Site Address	FY 2021/22 Levy Total
132-0-350-015	357 RIVERPARK BLVD	346.86
132-0-350-025	357 RIVERPARK BLVD	346.86
132-0-350-035	357 RIVERPARK BLVD	346.86
132-0-350-045	357 RIVERPARK BLVD	346.86
132-0-350-055	357 RIVERPARK BLVD	346.86
132-0-350-065	357 RIVERPARK BLVD	346.86
132-0-350-075	357 RIVERPARK BLVD	346.86
132-0-350-085	357 RIVERPARK BLVD	346.86
132-0-350-095	357 RIVERPARK BLVD	346.86
132-0-350-105	357 RIVERPARK BLVD	346.86
132-0-350-115	357 RIVERPARK BLVD	346.86
132-0-350-125	357 RIVERPARK BLVD	346.86
132-0-360-015	355 RIVERPARK BLVD	346.86
132-0-360-025	355 RIVERPARK BLVD	346.86
132-0-360-035	355 RIVERPARK BLVD	346.86
132-0-360-045	355 RIVERPARK BLVD	346.86
132-0-360-055	355 RIVERPARK BLVD	346.86
132-0-360-065	355 RIVERPARK BLVD	346.86
132-0-360-075	355 RIVERPARK BLVD	346.86
132-0-360-085	355 RIVERPARK BLVD	346.86
132-0-360-095	355 RIVERPARK BLVD	346.86
132-0-360-105	355 RIVERPARK BLVD	346.86
132-0-360-115	355 RIVERPARK BLVD	346.86
132-0-360-125	355 RIVERPARK BLVD	346.86
132-0-370-015	353 RIVERPARK BLVD	346.86
132-0-370-025	353 RIVERPARK BLVD	346.86
132-0-370-035	353 RIVERPARK BLVD	346.86
132-0-370-045	353 RIVERPARK BLVD	346.86
132-0-370-055	353 RIVERPARK BLVD	346.86
132-0-370-065	353 RIVERPARK BLVD	346.86
132-0-370-075	353 RIVERPARK BLVD	346.86
132-0-370-085	353 RIVERPARK BLVD	346.86
132-0-370-095	353 RIVERPARK BLVD	346.86
132-0-370-105	353 RIVERPARK BLVD	346.86
132-0-370-115	353 RIVERPARK BLVD	346.86
132-0-370-125	353 RIVERPARK BLVD	346.86
132-0-380-015	351 RIVERPARK BLVD	346.86
132-0-380-025	351 RIVERPARK BLVD	346.86
132-0-380-035	351 RIVERPARK BLVD	346.86
132-0-380-045	351 RIVERPARK BLVD	346.86
132-0-380-055	351 RIVERPARK BLVD	346.86
132-0-380-065	351 RIVERPARK BLVD	346.86

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APN	Site Address	FY 2021/22 Levy Total
132-0-380-075	351 RIVERPARK BLVD	346.86
132-0-380-085	351 RIVERPARK BLVD	346.86
132-0-380-095	351 RIVERPARK BLVD	346.86
132-0-380-105	351 RIVERPARK BLVD	346.86
132-0-380-115	351 RIVERPARK BLVD	346.86
132-0-380-125	351 RIVERPARK BLVD	346.86
132-0-390-015	323 RIVERPARK BLVD	346.86
132-0-390-025	323 RIVERPARK BLVD	346.86
132-0-390-035	323 RIVERPARK BLVD	346.86
132-0-390-045	323 RIVERPARK BLVD	346.86
132-0-390-055	323 RIVERPARK BLVD	346.86
132-0-390-065	323 RIVERPARK BLVD	346.86
132-0-390-075	323 RIVERPARK BLVD	346.86
132-0-390-085	323 RIVERPARK BLVD	346.86
132-0-390-095	323 RIVERPARK BLVD	346.86
132-0-390-105	323 RIVERPARK BLVD	346.86
132-0-390-115	323 RIVERPARK BLVD	346.86
132-0-390-125	323 RIVERPARK BLVD	346.86
132-0-400-015	321 RIVERPARK BLVD	346.86
132-0-400-025	321 RIVERPARK BLVD	346.86
132-0-400-035	321 RIVERPARK BLVD	346.86
132-0-400-045	321 RIVERPARK BLVD	346.86
132-0-400-055	321 RIVERPARK BLVD	346.86
132-0-400-065	321 RIVERPARK BLVD	346.86
132-0-400-075	321 RIVERPARK BLVD	346.86
132-0-400-085	321 RIVERPARK BLVD	346.86
132-0-400-095	321 RIVERPARK BLVD	346.86
132-0-400-105	321 RIVERPARK BLVD	346.86
132-0-400-115	321 RIVERPARK BLVD	346.86
132-0-400-125	321 RIVERPARK BLVD	346.86
132-0-410-015	319 RIVERPARK BLVD	346.86
132-0-410-025	319 RIVERPARK BLVD	346.86
132-0-410-035	319 RIVERPARK BLVD	346.86
132-0-410-045	319 RIVERPARK BLVD	346.86
132-0-410-055	319 RIVERPARK BLVD	346.86
132-0-410-065	319 RIVERPARK BLVD	346.86
132-0-410-075	319 RIVERPARK BLVD	346.86
132-0-410-085	319 RIVERPARK BLVD	346.86
132-0-410-095	319 RIVERPARK BLVD	346.86
132-0-410-105	319 RIVERPARK BLVD	346.86
132-0-410-115	319 RIVERPARK BLVD	346.86
132-0-410-125	319 RIVERPARK BLVD	346.86

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-430-015	317 RIVERPARK BLVD	346.86
132-0-430-025	317 RIVERPARK BLVD	346.86
132-0-430-035	317 RIVERPARK BLVD	346.86
132-0-430-045	317 RIVERPARK BLVD	346.86
132-0-430-055	317 RIVERPARK BLVD	346.86
132-0-430-065	317 RIVERPARK BLVD	346.86
132-0-430-075	317 RIVERPARK BLVD	346.86
132-0-430-085	317 RIVERPARK BLVD	346.86
132-0-430-095	317 RIVERPARK BLVD	346.86
132-0-430-105	317 RIVERPARK BLVD	346.86
132-0-430-115	317 RIVERPARK BLVD	346.86
132-0-430-125	317 RIVERPARK BLVD	346.86
132-0-440-015	315 RIVERPARK BLVD	346.86
132-0-440-025	315 RIVERPARK BLVD	346.86
132-0-440-035	315 RIVERPARK BLVD	346.86
132-0-440-045	315 RIVERPARK BLVD	346.86
132-0-440-055	315 RIVERPARK BLVD	346.86
132-0-440-065	315 RIVERPARK BLVD	346.86
132-0-440-075	315 RIVERPARK BLVD	346.86
132-0-440-085	315 RIVERPARK BLVD	346.86
132-0-440-095	315 RIVERPARK BLVD	346.86
132-0-440-105	315 RIVERPARK BLVD	346.86
132-0-440-115	315 RIVERPARK BLVD	346.86
132-0-440-125	315 RIVERPARK BLVD	346.86
132-0-450-015	313 RIVERPARK BLVD	346.86
132-0-450-025	313 RIVERPARK BLVD	346.86
132-0-450-035	313 RIVERPARK BLVD	346.86
132-0-450-045	313 RIVERPARK BLVD	346.86
132-0-450-055	313 RIVERPARK BLVD	346.86
132-0-450-065	313 RIVERPARK BLVD	346.86
132-0-450-075	313 RIVERPARK BLVD	346.86
132-0-450-085	313 RIVERPARK BLVD	346.86
132-0-450-095	313 RIVERPARK BLVD	346.86
132-0-450-105	313 RIVERPARK BLVD	346.86
132-0-450-115	313 RIVERPARK BLVD	346.86
132-0-450-125	313 RIVERPARK BLVD	346.86
132-0-460-015	311 RIVERPARK BLVD	346.86
132-0-460-025	311 RIVERPARK BLVD	346.86
132-0-460-035	311 RIVERPARK BLVD	346.86
132-0-460-045	311 RIVERPARK BLVD	346.86
132-0-460-055	311 RIVERPARK BLVD	346.86
132-0-460-065	311 RIVERPARK BLVD	346.86

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City of Oxnard
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Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
132-0-460-075	311 RIVERPARK BLVD	346.86
132-0-460-085	311 RIVERPARK BLVD	346.86
132-0-460-095	311 RIVERPARK BLVD	346.86
132-0-460-105	311 RIVERPARK BLVD	346.86
132-0-460-115	311 RIVERPARK BLVD	346.86
132-0-460-125	311 RIVERPARK BLVD	346.86
132-0-470-015	901 TOWN CENTER DR	29,345.48
132-0-470-025	901 TOWN CENTER DR	9,085.62
132-0-470-125		7,984.36
133-0-110-035	764 NILE RIVER DR	1,582.64
133-0-110-045	762 NILE RIVER DR	1,582.64
133-0-110-055	760 NILE RIVER DR	1,396.58
133-0-110-065	758 NILE RIVER DR	1,396.58
133-0-110-075	756 NILE RIVER DR	1,582.64
133-0-110-085	754 NILE RIVER DR	1,582.64
133-0-110-095	752 NILE RIVER DR	1,582.64
133-0-110-105	750 NILE RIVER DR	1,582.64
133-0-110-115	748 NILE RIVER DR	1,396.58
133-0-110-125	746 NILE RIVER DR	1,396.58
133-0-110-135	744 NILE RIVER DR	1,582.64
133-0-110-145	742 NILE RIVER DR	1,582.64
133-0-110-155	741 NILE RIVER DR	1,582.64
133-0-110-165	743 NILE RIVER DR	1,582.64
133-0-110-175	745 NILE RIVER DR	1,396.58
133-0-110-185	747 NILE RIVER DR	1,396.58
133-0-110-195	749 NILE RIVER DR	1,582.64
133-0-110-205	751 NILE RIVER DR	1,582.64
133-0-110-215	753 NILE RIVER DR	1,582.64
133-0-110-225	755 NILE RIVER DR	1,582.64
133-0-110-235	757 NILE RIVER DR	1,396.58
133-0-110-245	759 NILE RIVER DR	1,396.58
133-0-110-255	761 NILE RIVER DR	1,582.64
133-0-110-265	763 NILE RIVER DR	1,582.64
133-0-110-275	762 OWENS RIVER DR	1,582.64
133-0-110-285	760 OWENS RIVER DR	1,582.64
133-0-110-295	758 OWENS RIVER DR	1,396.58
133-0-110-305	756 OWENS RIVER DR	1,396.58
133-0-110-315	754 OWENS RIVER DR	1,582.64
133-0-110-325	752 OWENS RIVER DR	1,582.64
133-0-110-335	750 OWENS RIVER DR	1,582.64
133-0-110-345	748 OWENS RIVER DR	1,582.64
133-0-110-355	746 OWENS RIVER DR	1,396.58

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-110-365	744 OWENS RIVER DR	1,396.58
133-0-110-375	742 OWENS RIVER DR	1,582.64
133-0-110-385	740 OWENS RIVER DR	1,582.64
133-0-120-015	580 OWENS RIVER DR	1,986.26
133-0-120-025	574 OWENS RIVER DR	1,986.26
133-0-120-035	570 OWENS RIVER DR	1,986.26
133-0-120-045	564 OWENS RIVER DR	1,986.26
133-0-120-055	560 OWENS RIVER DR	1,986.26
133-0-120-065	544 OWENS RIVER DR	1,986.26
133-0-120-075	540 OWENS RIVER DR	1,582.64
133-0-120-085	534 OWENS RIVER DR	1,986.26
133-0-120-095	530 OWENS RIVER DR	1,986.26
133-0-120-105	524 OWENS RIVER DR	1,582.64
133-0-120-115	520 OWENS RIVER DR	1,986.26
133-0-120-125	3359 KINGS CANYON DR	1,582.64
133-0-120-135	3357 KINGS CANYON DR	1,986.26
133-0-120-145	3355 KINGS CANYON DR	1,986.26
133-0-120-155	3353 KINGS CANYON DR	1,582.64
133-0-120-165	3351 KINGS CANYON DR	1,986.26
133-0-120-175	511 NILE RIVER DR	1,986.26
133-0-120-185	515 NILE RIVER DR	1,582.64
133-0-120-195	521 NILE RIVER DR	1,986.26
133-0-120-205	525 NILE RIVER DR	1,986.26
133-0-120-215	531 NILE RIVER DR	1,582.64
133-0-120-225	535 NILE RIVER DR	1,582.64
133-0-120-235	541 NILE RIVER DR	1,986.26
133-0-120-245	545 NILE RIVER DR	1,582.64
133-0-120-255	551 NILE RIVER DR	1,986.26
133-0-120-265	555 NILE RIVER DR	1,986.26
133-0-120-275	561 NILE RIVER DR	1,986.26
133-0-120-285	3400 N OXNARD BLVD	1,986.26
133-0-120-295	3410 N OXNARD BLVD	1,582.64
133-0-120-305	3420 N OXNARD BLVD	1,986.26
133-0-120-315	3430 N OXNARD BLVD	1,986.26
133-0-120-325	3440 N OXNARD BLVD	1,582.64
133-0-120-335	554 NILE RIVER DR	1,986.26
133-0-120-345	550 NILE RIVER DR	1,986.26
133-0-120-355	544 NILE RIVER DR	1,582.64
133-0-120-365	540 NILE RIVER DR	1,986.26
133-0-120-375	534 NILE RIVER DR	1,986.26
133-0-120-385	530 NILE RIVER DR	1,582.64
133-0-120-395	524 NILE RIVER DR	1,986.26

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-120-405	520 NILE RIVER DR	1,986.26
133-0-120-415	514 NILE RIVER DR	1,582.64
133-0-120-425	510 NILE RIVER DR	1,986.26
133-0-120-435	504 NILE RIVER DR	1,582.64
133-0-120-445	500 NILE RIVER DR	1,986.26
133-0-120-545	3350 MOSS LANDING BLVD	952.74
133-0-120-555	3352 MOSS LANDING BLVD	1,171.10
133-0-120-565	3354 MOSS LANDING BLVD	952.74
133-0-120-575	3356 MOSS LANDING BLVD	952.74
133-0-120-585	3358 MOSS LANDING BLVD	1,171.10
133-0-120-595	3360 MOSS LANDING BLVD	952.74
133-0-120-605	3362 MOSS LANDING BLVD	952.74
133-0-120-615	3364 MOSS LANDING BLVD	1,171.10
133-0-120-625	3366 MOSS LANDING BLVD	952.74
133-0-120-635	3368 MOSS LANDING BLVD	1,171.10
133-0-120-645	3370 MOSS LANDING BLVD	1,171.10
133-0-120-655	3372 MOSS LANDING BLVD	952.74
133-0-120-665	3374 MOSS LANDING BLVD	952.74
133-0-120-675	3376 MOSS LANDING BLVD	1,171.10
133-0-120-685	3378 MOSS LANDING BLVD	952.74
133-0-120-695	3380 MOSS LANDING BLVD	952.74
133-0-120-705	3382 MOSS LANDING BLVD	1,171.10
133-0-120-715	3384 MOSS LANDING BLVD	952.74
133-0-120-725	3360 N OXNARD BLVD	952.74
133-0-120-735	3362 N OXNARD BLVD	1,171.10
133-0-120-745	3364 N OXNARD BLVD	952.74
133-0-120-755	3366 N OXNARD BLVD	952.74
133-0-120-765	3368 N OXNARD BLVD	1,171.10
133-0-120-775	3370 N OXNARD BLVD	952.74
133-0-120-785	3386 MOSS LANDING BLVD	952.74
133-0-120-795	3388 MOSS LANDING BLVD	952.74
133-0-120-805	3390 MOSS LANDING BLVD	1,171.10
133-0-130-015	3152 MOSS LANDING BLVD	1,171.10
133-0-130-025	3148 MOSS LANDING BLVD	1,281.58
133-0-130-035	3142 MOSS LANDING BLVD	1,281.58
133-0-130-045	3130 MOSS LANDING BLVD	1,281.58
133-0-130-055	3124 MOSS LANDING BLVD	1,281.58
133-0-130-065	3118 MOSS LANDING BLVD	1,281.58
133-0-130-075	3112 MOSS LANDING BLVD	1,281.58
133-0-130-085	3106 MOSS LANDING BLVD	1,171.10
133-0-130-095	3050 MOSS LANDING BLVD	1,171.10
133-0-130-105	3048 MOSS LANDING BLVD	1,281.58

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-130-115	3046 MOSS LANDING BLVD	1,281.58
133-0-130-125	3044 MOSS LANDING BLVD	1,281.58
133-0-130-135	3042 MOSS LANDING BLVD	1,281.58
133-0-130-145	3040 MOSS LANDING BLVD	1,281.58
133-0-130-155	3038 MOSS LANDING BLVD	1,281.58
133-0-130-165	3036 MOSS LANDING BLVD	1,171.10
133-0-130-175	3120 LONDON LN	952.74
133-0-130-185	3122 LONDON LN	1,281.58
133-0-130-195	3124 LONDON LN	1,281.58
133-0-130-205	3126 LONDON LN	1,281.58
133-0-130-215	3132 LONDON LN	1,281.58
133-0-130-225	3134 LONDON LN	952.74
133-0-130-235	3143 MOSS LANDING BLVD	952.74
133-0-130-245	3139 MOSS LANDING BLVD	1,281.58
133-0-130-255	3131 MOSS LANDING BLVD	1,281.58
133-0-130-265	3127 MOSS LANDING BLVD	1,281.58
133-0-130-275	3123 MOSS LANDING BLVD	1,281.58
133-0-130-285	3119 MOSS LANDING BLVD	952.74
133-0-130-295	3100 LONDON LN	1,171.10
133-0-130-305	3102 LONDON LN	1,281.58
133-0-130-315	3104 LONDON LN	1,281.58
133-0-130-325	3106 LONDON LN	1,281.58
133-0-130-335	3108 LONDON LN	1,281.58
133-0-130-345	3110 LONDON LN	1,281.58
133-0-130-355	3112 LONDON LN	1,281.58
133-0-130-365	3114 LONDON LN	1,171.10
133-0-130-375	3117 MOSS LANDING BLVD	1,171.10
133-0-130-385	3115 MOSS LANDING BLVD	1,281.58
133-0-130-395	3113 MOSS LANDING BLVD	1,281.58
133-0-130-405	3111 MOSS LANDING BLVD	1,281.58
133-0-130-415	3109 MOSS LANDING BLVD	1,281.58
133-0-130-425	3107 MOSS LANDING BLVD	1,281.58
133-0-130-435	3105 MOSS LANDING BLVD	1,281.58
133-0-130-445	3103 MOSS LANDING BLVD	1,171.10
133-0-130-455	3049 MOSS LANDING BLVD	1,171.10
133-0-130-465	3047 MOSS LANDING BLVD	1,281.58
133-0-130-475	3045 MOSS LANDING BLVD	1,281.58
133-0-130-485	3043 MOSS LANDING BLVD	1,281.58
133-0-130-495	3041 MOSS LANDING BLVD	1,281.58
133-0-130-505	3039 MOSS LANDING BLVD	1,171.10
133-0-130-515	3050 LONDON LN	1,171.10
133-0-130-525	3048 LONDON LN	1,281.58

Slight variances may occur due to rounding

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Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-130-535	3046 LONDON LN	1,281.58
133-0-130-545	3044 LONDON LN	1,281.58
133-0-130-555	3042 LONDON LN	1,281.58
133-0-130-565	3040 LONDON LN	1,171.10
133-0-130-575	533 GARONNE ST	1,171.10
133-0-130-585	531 GARONNE ST	1,281.58
133-0-130-595	529 GARONNE ST	1,281.58
133-0-130-605	527 GARONNE ST	1,281.58
133-0-130-615	525 GARONNE ST	1,281.58
133-0-130-625	523 GARONNE ST	1,281.58
133-0-130-635	521 GARONNE ST	1,171.10
133-0-140-015	3100 VENTURA RD	1,171.10
133-0-140-025	3102 VENTURA RD	1,171.10
133-0-140-035	3104 VENTURA RD	1,171.10
133-0-140-045	3106 VENTURA RD	1,171.10
133-0-140-055	3108 VENTURA RD	952.74
133-0-140-065	3110 VENTURA RD	1,281.58
133-0-140-075	3112 VENTURA RD	1,281.58
133-0-140-085	3114 VENTURA RD	952.74
133-0-140-095	3116 VENTURA RD	1,171.10
133-0-140-105	3118 VENTURA RD	1,171.10
133-0-140-115	3121 LISBON LN	1,171.10
133-0-140-125	3119 LISBON LN	1,171.10
133-0-140-135	3117 LISBON LN	952.74
133-0-140-145	3115 LISBON LN	1,281.58
133-0-140-155	3113 LISBON LN	1,281.58
133-0-140-165	3111 LISBON LN	952.74
133-0-140-175	3109 LISBON LN	1,171.10
133-0-140-185	3107 LISBON LN	1,171.10
133-0-140-195	3105 LISBON LN	1,171.10
133-0-140-205	3103 LISBON LN	1,171.10
133-0-140-215	3120 VENTURA RD	1,171.10
133-0-140-225	3122 VENTURA RD	1,171.10
133-0-140-235	3124 VENTURA RD	1,281.58
133-0-140-245	3126 VENTURA RD	952.74
133-0-140-255	3128 VENTURA RD	952.74
133-0-140-265	3130 VENTURA RD	1,281.58
133-0-140-275	3132 VENTURA RD	1,171.10
133-0-140-285	3134 VENTURA RD	1,171.10
133-0-140-295	3137 LISBON LN	1,171.10
133-0-140-305	3135 LISBON LN	1,171.10
133-0-140-315	3133 LISBON LN	1,281.58

Slight variances may occur due to rounding

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Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-140-325	3131 LISBON LN	952.74
133-0-140-335	3129 LISBON LN	952.74
133-0-140-345	3127 LISBON LN	1,281.58
133-0-140-355	3125 LISBON LN	1,171.10
133-0-140-365	3123 LISBON LN	1,171.10
133-0-140-375	3117 VENTURA RD	1,171.10
133-0-140-385	3119 VENTURA RD	1,171.10
133-0-140-395	3121 VENTURA RD	1,171.10
133-0-140-405	3123 VENTURA RD	1,171.10
133-0-140-415	3125 VENTURA RD	952.74
133-0-140-425	3127 VENTURA RD	1,281.58
133-0-140-435	3129 VENTURA RD	1,281.58
133-0-140-445	3131 VENTURA RD	952.74
133-0-140-455	3133 VENTURA RD	1,171.10
133-0-140-465	3135 VENTURA RD	1,171.10
133-0-140-475	3136 VENTURA RD	1,171.10
133-0-140-485	3138 VENTURA RD	1,171.10
133-0-140-495	3140 VENTURA RD	952.74
133-0-140-505	3142 VENTURA RD	1,281.58
133-0-140-515	3144 VENTURA RD	1,281.58
133-0-140-525	3146 VENTURA RD	952.74
133-0-140-535	3148 VENTURA RD	1,171.10
133-0-140-545	3150 VENTURA RD	1,171.10
133-0-140-555	3152 VENTURA RD	1,171.10
133-0-140-565	3154 VENTURA RD	1,171.10
133-0-140-575	3157 LISBON LN	1,171.10
133-0-140-585	3155 LISBON LN	1,171.10
133-0-140-595	3153 LISBON LN	1,171.10
133-0-140-605	3151 LISBON LN	1,171.10
133-0-140-615	3149 LISBON LN	952.74
133-0-140-625	3147 LISBON LN	1,281.58
133-0-140-635	3145 LISBON LN	1,281.58
133-0-140-645	3143 LISBON LN	952.74
133-0-140-655	3141 LISBON LN	1,171.10
133-0-140-665	3139 LISBON LN	1,171.10
133-0-140-675	3139 VENTURA RD	1,171.10
133-0-140-685	3137 VENTURA RD	1,171.10
133-0-140-695	3141 VENTURA RD	952.74
133-0-140-705	3143 VENTURA RD	1,281.58
133-0-140-715	3147 VENTURA RD	952.74
133-0-140-725	3145 VENTURA RD	1,281.58
133-0-140-735	3149 VENTURA RD	1,171.10

Slight variances may occur due to rounding

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APN	Site Address	FY 2021/22 Levy Total
133-0-140-745	3151 VENTURA RD	1,171.10
133-0-140-755	3155 VENTURA RD	1,171.10
133-0-140-765	3153 VENTURA RD	1,171.10
133-0-140-775	735 GARRONE ST	1,171.10
133-0-140-785	737 GARRONE LN	1,281.58
133-0-140-795	739 GARONNE ST	1,281.58
133-0-140-805	741 GARONNE ST	1,281.58
133-0-140-815	743 GARONNE ST	1,281.58
133-0-140-825	745 GARONNE LN	1,281.58
133-0-140-835	747 GARRONE ST	1,171.10
133-0-150-015	3163 MOSS LANDING BLVD	1,281.58
133-0-150-025	3161 MOSS LANDING BLVD	1,281.58
133-0-150-035	3159 MOSS LANDING BLVD	952.74
133-0-150-045	3157 MOSS LANDING BLVD	1,281.58
133-0-150-055	3155 MOSS LANDING BLVD	1,281.58
133-0-150-065	3153 MOSS LANDING BLVD	952.74
133-0-150-075	3150 LONDON LN	952.74
133-0-150-085	3152 LONDON LN	1,281.58
133-0-150-095	3154 LONDON LN	1,281.58
133-0-150-105	3158 LONDON LN	952.74
133-0-150-115	3160 LONDON LN	1,281.58
133-0-150-125	3162 LONDON LN	1,281.58
133-0-150-135	3169 MOSS LANDING BLVD	1,281.58
133-0-150-145	3167 MOSS LANDING BLVD	1,281.58
133-0-150-155	3165 MOSS LANDING BLVD	952.74
133-0-150-165	3225 MOSS LANDING BLVD	1,281.58
133-0-150-175	3223 MOSS LANDING BLVD	1,281.58
133-0-150-185	3221 MOSS LANDING BLVD	952.74
133-0-150-195	3164 LONDON LN	952.74
133-0-150-205	3166 LONDON LN	1,281.58
133-0-150-215	3168 LONDON LN	1,281.58
133-0-150-225	3237 MOSS LANDING BLVD	1,281.58
133-0-150-235	3235 MOSS LANDING BLVD	1,281.58
133-0-150-245	3233 MOSS LANDING BLVD	952.74
133-0-150-255	3231 MOSS LANDING BLVD	1,281.58
133-0-150-265	3229 MOSS LANDING BLVD	1,281.58
133-0-150-275	3227 MOSS LANDING BLVD	952.74
133-0-150-285	3220 LONDON LN	952.74
133-0-150-295	3222 LONDON LN	1,281.58
133-0-150-305	3224 LONDON LN	1,281.58
133-0-150-315	3234 LONDON LN	952.74
133-0-150-325	3230 LONDON LN	1,281.58

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-150-335	3232 LONDON LN	1,281.58
133-0-170-015	738 OWENS RIVER DR	1,721.66
133-0-170-025	736 OWENS RIVER DR	1,721.66
133-0-170-035	734 OWENS RIVER DR	1,582.64
133-0-170-045	732 OWENS RIVER DR	1,396.58
133-0-170-055	730 OWENS RIVER DR	1,396.58
133-0-170-065	728 OWENS RIVER DR	1,582.64
133-0-170-075	726 OWENS RIVER DR	1,582.64
133-0-170-085	724 OWENS RIVER DR	1,582.64
133-0-170-095	722 OWENS RIVER DR	1,582.64
133-0-170-105	720 OWENS RIVER DR	1,396.58
133-0-170-115	718 OWENS RIVER DR	1,396.58
133-0-170-125	716 OWENS RIVER DR	1,582.64
133-0-170-135	714 OWENS RIVER DR	1,582.64
133-0-170-145	712 OWENS RIVER DR	1,582.64
133-0-170-155	710 OWENS RIVER DR	1,582.64
133-0-170-165	708 OWENS RIVER DR	1,396.58
133-0-170-175	706 OWENS RIVER DR	1,396.58
133-0-170-185	704 OWENS RIVER DR	1,582.64
133-0-170-195	702 OWENS RIVER DR	1,582.64
133-0-170-205	700 OWENS RIVER DR	1,582.64
133-0-170-215	701 NILE RIVER DR	1,396.58
133-0-170-225	703 NILE RIVER DR	1,582.64
133-0-170-235	705 NILE RIVER DR	1,582.64
133-0-170-245	707 NILE RIVER DR	1,396.58
133-0-170-255	709 NILE RIVER DR	1,396.58
133-0-170-265	711 NILE RIVER DR	1,582.64
133-0-170-275	713 NILE RIVER DR	1,582.64
133-0-170-285	715 NILE RIVER DR	1,396.58
133-0-170-295	717 NILE RIVER DR	1,582.64
133-0-170-305	719 NILE RIVER DR	1,582.64
133-0-170-315	721 NILE RIVER DR	1,396.58
133-0-170-325	723 NILE RIVER DR	1,396.58
133-0-170-335	725 NILE RIVER DR	1,582.64
133-0-170-345	727 NILE RIVER DR	1,582.64
133-0-170-355	729 NILE RIVER DR	1,582.64
133-0-170-365	731 NILE RIVER DR	1,582.64
133-0-170-375	733 NILE RIVER DR	1,396.58
133-0-170-385	735 NILE RIVER DR	1,396.58
133-0-170-395	737 NILE RIVER DR	1,721.66
133-0-170-405	734 NILE RIVER DR	1,582.64
133-0-170-415	732 NILE RIVER DR	1,721.66

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-170-425	730 NILE RIVER DR	1,582.64
133-0-170-435	728 NILE RIVER DR	1,396.58
133-0-170-445	726 NILE RIVER DR	1,396.58
133-0-170-455	724 NILE RIVER DR	1,582.64
133-0-170-465	722 NILE RIVER DR	1,721.66
133-0-170-475	720 NILE RIVER DR	1,721.66
133-0-170-485	718 NILE RIVER DR	1,582.64
133-0-170-495	716 NILE RIVER DR	1,396.58
133-0-170-505	714 NILE RIVER DR	1,396.58
133-0-170-515	712 NILE RIVER DR	1,582.64
133-0-170-525	710 NILE RIVER DR	1,582.64
133-0-170-535	708 NILE RIVER DR	1,582.64
133-0-170-545	706 NILE RIVER DR	1,582.64
133-0-180-015	696 OWENS RIVER DR	1,986.26
133-0-180-025	694 OWENS RIVER DR	1,582.64
133-0-180-035	692 OWENS RIVER DR	1,986.26
133-0-180-045	690 OWENS RIVER DR	1,986.26
133-0-180-055	688 OWENS RIVER DR	1,986.26
133-0-180-065	686 OWENS RIVER DR	1,582.64
133-0-180-075	684 OWENS RIVER DR	1,986.26
133-0-180-085	682 OWENS RIVER DR	1,986.26
133-0-180-095	680 OWENS RIVER DR	1,582.64
133-0-180-105	676 OWENS RIVER DR	1,582.64
133-0-180-115	674 OWENS RIVER DR	1,986.26
133-0-180-125		1,986.26
133-0-180-135	670 OWENS RIVER DR	1,582.64
133-0-180-145	668 OWENS RIVER DR	1,986.26
133-0-180-155	664 OWENS RIVER DR	1,986.26
133-0-180-165	662 OWENS RIVER DR	1,986.26
133-0-180-175	660 OWENS RIVER DR	1,582.64
133-0-180-185	658 OWENS RIVER DR	1,986.26
133-0-180-195	3441 N OXNARD BLVD	1,986.26
133-0-180-205	3431 N OXNARD BLVD	1,986.26
133-0-180-215	3421 N OXNARD BLVD	1,986.26
133-0-180-225	3411 N OXNARD BLVD	1,582.64
133-0-180-235	3401 N OXNARD BLVD	1,986.26
133-0-180-245	665 NILE RIVER DR	1,986.26
133-0-180-255	669 NILE RIVER DR	1,986.26
133-0-180-265	671 NILE RIVER DR	1,582.64
133-0-180-275	673 NILE RIVER DR	1,986.26
133-0-180-285	675 NILE RIVER DR	1,986.26
133-0-180-295	677 NILE RIVER DR	1,986.26

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-180-305	679 NILE RIVER DR	1,986.26
133-0-180-315	681 NILE RIVER DR	1,986.26
133-0-180-325	683 NILE RIVER DR	1,986.26
133-0-180-335	685 NILE RIVER DR	1,582.64
133-0-180-345	687 NILE RIVER DR	1,986.26
133-0-180-355	689 NILE RIVER DR	1,986.26
133-0-180-365	691 NILE RIVER DR	1,986.26
133-0-180-375	693 NILE RIVER DR	1,986.26
133-0-180-385	695 NILE RIVER DR	1,582.64
133-0-180-395	697 NILE RIVER DR	1,986.26
133-0-180-405	696 NILE RIVER DR	1,582.64
133-0-180-415	694 NILE RIVER DR	1,582.64
133-0-180-425	692 NILE RIVER DR	1,582.64
133-0-180-435	690 NILE RIVER DR	1,582.64
133-0-180-445	688 NILE RIVER DR	1,396.58
133-0-180-455	686 NILE RIVER DR	1,396.58
133-0-180-465	684 NILE RIVER DR	1,582.64
133-0-180-475	682 NILE RIVER DR	1,582.64
133-0-180-485	680 NILE RIVER DR	1,582.64
133-0-180-495	678 NILE RIVER DR	1,582.64
133-0-180-505	676 NILE RIVER DR	1,396.58
133-0-180-515	674 NILE RIVER DR	1,396.58
133-0-180-525	672 NILE RIVER DR	1,582.64
133-0-180-535	670 NILE RIVER DR	1,582.64
133-0-180-555	3309 N VENTURA RD	952.74
133-0-180-565	3311 N VENTURA RD	1,171.10
133-0-180-575	3313 N VENTURA RD	1,171.10
133-0-180-585	3315 N VENTURA RD	952.74
133-0-180-595	3317 N VENTURA RD	1,171.10
133-0-180-605	3319 N VENTURA RD	952.74
133-0-180-615	3321 N VENTURA RD	952.74
133-0-180-625	3323 VENTURA BLVD	1,171.10
133-0-180-635	3325 N VENTURA RD	952.74
133-0-180-645	3327 N VENTURA RD	952.74
133-0-180-655	3329 N VENTURA RD	1,171.10
133-0-180-665	3331 N VENTURA RD	952.74
133-0-180-675	3333 N VENTURA RD	952.74
133-0-180-685	3335 N VENTURA RD	1,171.10
133-0-180-695	3337 N VENTURA RD	1,171.10
133-0-180-705	3339 N VENTURA RD	952.74
133-0-180-715	3341 N VENTURA RD	1,171.10
133-0-180-725	3343 N VENTURA RD	952.74

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-180-735	3345 N VENTURA RD	1,171.10
133-0-180-745	3347 N VENTURA RD	952.74
133-0-180-755	3349 N VENTURA RD	1,171.10
133-0-180-765	3361 N OXNARD BLVD	952.74
133-0-180-775	3363 N OXNARD BLVD	1,171.10
133-0-180-785	3365 N OXNARD BLVD	1,171.10
133-0-180-795	3367 N OXNARD BLVD	952.74
133-0-180-805	3369 N OXNARD BLVD	1,171.10
133-0-180-815	3371 N OXNARD BLVD	952.74
133-0-220-015	3240 LONDON LN	1,281.58
133-0-220-025	3242 LONDON LN	1,281.58
133-0-220-035	3244 LONDON LN	952.74
133-0-220-045	3251 MOSS LANDING BLVD	952.74
133-0-220-055	3247 MOSS LANDING BLVD	1,281.58
133-0-220-065	3245 MOSS LANDING BLVD	1,281.58
133-0-220-075	3243 MOSS LANDING BLVD	1,281.58
133-0-220-085	3241 MOSS LANDING BLVD	1,281.58
133-0-220-095	3239 MOSS LANDING BLVD	952.74
133-0-220-105	3230 N OXNARD BLVD	952.74
133-0-220-115	3240 N OXNARD BLVD	1,281.58
133-0-220-125	3250 N OXNARD BLVD	1,281.58
133-0-220-135	3248 LONDON LN	1,281.58
133-0-220-145	3250 LONDON LN	1,281.58
133-0-220-155	3246 LONDON LN	952.74
133-0-220-165	3253 MOSS LANDING BLVD	952.74
133-0-220-175	3257 MOSS LANDING BLVD	1,281.58
133-0-220-185	3255 MOSS LANDING BLVD	1,281.58
133-0-220-195	3252 LONDON LN	1,281.58
133-0-220-205	3254 LONDON LN	1,281.58
133-0-220-215	3256 LONDON LN	952.74
133-0-220-225	3259 MOSS LANDING BLVD	952.74
133-0-220-235	3263 MOSS LANDING BLVD	1,281.58
133-0-220-245	3261 MOSS LANDING BLVD	1,281.58
133-0-220-255	3258 LONDON LN	1,281.58
133-0-220-265	3260 LONDON LN	1,281.58
133-0-220-275	3262 LONDON LN	952.74
133-0-220-285	3265 MOSS LANDING BLVD	952.74
133-0-220-295	3269 MOSS LANDING BLVD	1,281.58
133-0-220-305	3267 MOSS LANDING BLVD	1,281.58
133-0-220-315	3264 LONDON LN	1,281.58
133-0-220-325	3266 LONDON LN	1,281.58
133-0-220-335	3268 LONDON LN	952.74

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-220-345	3275 MOSS LANDING BLVD	952.74
133-0-220-355	3273 MOSS LANDING BLVD	1,281.58
133-0-220-365	3271 MOSS LANDING BLVD	1,281.58
133-0-220-375	3253 LONDON LN	1,171.10
133-0-220-385	3251 LONDON LN	1,504.24
133-0-220-395	3249 LONDON LN	1,281.58
133-0-220-405	3245 LONDON LN	1,281.58
133-0-220-415	3247 LONDON LN	1,504.24
133-0-220-425	3243 LONDON LN	1,171.10
133-0-220-435	3260 N OXNARD BLVD	1,281.58
133-0-220-445	3270 N OXNARD BLVD	1,504.24
133-0-220-455	3280 N OXNARD BLVD	1,171.10
133-0-220-465	3241 LONDON LN	1,171.10
133-0-220-475	3239 LONDON LN	1,504.24
133-0-220-485	3237 LONDON LN	1,281.58
133-0-220-495	3235 LONDON LN	1,171.10
133-0-220-505	3233 LONDON LN	1,504.24
133-0-220-515	3231 LONDON LN	1,281.58
133-0-220-525	3161 LODON LN	1,281.58
133-0-220-535	3159 LONDON LN	1,504.24
133-0-220-545	3157 LONDON LN	1,171.10
133-0-220-555	3155 LONDON LN	1,281.58
133-0-220-565	3153 LONDON LN	1,504.24
133-0-220-575	3151 LONDON LN	1,171.10
133-0-220-595	3166 N OXNARD BLVD	1,281.58
133-0-220-605	3168 N OXNARD BLVD	1,504.24
133-0-220-615	3170 N OXNARD BLVD	1,171.10
133-0-220-625	3160 N OXNARD BLVD	1,171.10
133-0-220-635	3162 N OXNARD BLVD	1,504.24
133-0-220-645	3164 N OXNARD BLVD	1,281.58
133-0-230-015	601 GARONNE ST	1,171.10
133-0-230-025	611 GARONNE ST	1,281.58
133-0-230-035	621 GARONNE ST	1,281.58
133-0-230-045	631 GARONNE ST	1,281.58
133-0-230-055	641 GARONNE ST	1,281.58
133-0-230-065	651 GARONNE ST	1,281.58
133-0-230-075	661 GARONNE ST	1,171.10
133-0-230-085	3100 N OXNARD BLVD	1,614.70
133-0-230-095	3102 N OXNARD BLVD	1,504.24
133-0-230-105	3104 N OXNARD BLVD	1,504.24
133-0-230-115	3106 N OXNARD BLVD	1,504.24
133-0-230-125	3108 N OXNARD BLVD	1,504.24

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-230-135	3110 N OXNARD BLVD	1,614.70
133-0-230-145	3112 N OXNARD BLVD	1,614.70
133-0-230-155	3114 N OXNARD BLVD	1,504.24
133-0-230-165	3116 N OXNARD BLVD	1,504.24
133-0-230-175	3118 N OXNARD BLVD	1,614.70
133-0-230-185	3135 LONDON LN	1,171.10
133-0-230-195	3133 LONDON LN	1,281.58
133-0-230-205	3131 LONDON LN	1,281.58
133-0-230-215	3125 LONDON LN	1,281.58
133-0-230-225	3123 LONDON LN	1,281.58
133-0-230-235	3121 LONDON LN	1,171.10
133-0-230-245	3115 LONDON LN	1,171.10
133-0-230-255	3113 LONDON LN	1,281.58
133-0-230-265	3111 LONDON LN	1,281.58
133-0-230-275	3109 LONDON LN	1,281.58
133-0-230-285	3107 LONDON LN	1,281.58
133-0-230-295	3105 LONDON LN	1,281.58
133-0-230-305	3103 LONDON LN	1,281.58
133-0-230-315	3101 LONDON LN	1,171.10
133-0-230-325	3051 LONDON LN	1,171.10
133-0-230-335	3049 LONDON LN	1,281.58
133-0-230-345	3047 LONDON LN	1,281.58
133-0-230-355	3045 LONDON LN	1,281.58
133-0-230-365	3039 LONDON LN	1,281.58
133-0-230-375	3037 LONDON LN	1,171.10
133-0-230-385	3122 N OXNARD BLVD	1,614.70
133-0-230-395	3124 N OXNARD BLVD	1,504.24
133-0-230-405	3126 N OXNARD BLVD	1,504.24
133-0-230-415	3128 N OXNARD BLVD	1,504.24
133-0-230-425	3130 N OXNARD BLVD	1,504.24
133-0-230-435	3132 N OXNARD BLVD	1,614.70
133-0-241-015	661 SEINE RIVER WAY	1,582.64
133-0-241-025	665 SEINE RIVER WAY	1,396.58
133-0-241-035	669 SEINE RIVER WAY	1,582.64
133-0-241-045	671 SEINE RIVER WAY	1,582.64
133-0-241-055	675 SEINE RIVER WAY	1,396.58
133-0-241-065	679 SEINE RIVER WAY	1,582.64
133-0-241-075	681 SEINE RIVER WAY	1,396.58
133-0-241-085	683 SEINE RIVER WAY	1,582.64
133-0-241-095	685 SEINE RIVER WAY	1,582.64
133-0-241-105	3560 ALBION DR	1,582.64
133-0-241-115	3564 ALBION DR	1,396.58

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-241-125	3574 ALBION DR	1,582.64
133-0-241-135	3584 ALBION DR	1,396.58
133-0-241-145	3594 ALBION DR	1,582.64
133-0-241-155	678 TIBER RIVER WAY	1,396.58
133-0-241-165	676 TIBER RIVER WAY	1,582.64
133-0-241-175	674 TIBER RIVER WAY	1,582.64
133-0-241-185	672 TIBER RIVER WAY	1,582.64
133-0-241-195	670 TIBER RIVER WAY	1,396.58
133-0-241-205	668 TIBER RIVER WAY	1,582.64
133-0-241-215	664 TIBER RIVER WAY	1,396.58
133-0-241-225	662 TIBER RIVER WAY	1,582.64
133-0-242-015	647 SEINE RIVER WAY	1,396.58
133-0-242-025	657 SEINE RIVER WAY	1,582.64
133-0-242-035	658 TIBER RIVER WAY	1,582.64
133-0-242-045	648 TIBER RIVER WAY	1,582.64
133-0-242-055	638 TIBER RIVER WAY	1,396.58
133-0-243-015	663 TIBER RIVER WAY	1,582.64
133-0-243-025	665 TIBER RIVER WAY	1,582.64
133-0-243-035		1,396.58
133-0-243-045	669 TIBER RIVER WAY	1,582.64
133-0-243-055	671 TIBER RIVER WAY	1,396.58
133-0-243-065	673 TIBER RIVER WAY	1,396.58
133-0-243-085	675 TIBER RIVER WAY	1,396.58
133-0-243-095	677 TIBER RIVER WAY	1,396.58
133-0-243-105	678 WHALEN WAY	1,986.26
133-0-243-115	676 WHALEN WAY	1,721.66
133-0-243-125	674 WHALEN WAY	1,582.64
133-0-243-135	672 WHALEN WAY	1,986.26
133-0-243-145	670 WHALEN WAY	1,721.66
133-0-243-155	668 WHALEN WAY	1,986.26
133-0-243-165	664 WHALEN WAY	1,582.64
133-0-244-015	619 TIBER RIVER WAY	1,582.64
133-0-244-025	629 TIBER RIVER WAY	1,721.66
133-0-244-035	639 TIBER RIVER WAY	1,986.26
133-0-244-045	649 TIBER RIVER WAY	1,582.64
133-0-244-055	650 WHALEN WAY	1,986.26
133-0-244-065	640 WHALEN WAY	1,721.66
133-0-244-075	630 WHALEN WAY	1,582.64
133-0-244-085	620 WHALEN WAY	1,721.66
133-0-245-015	601 WHALEN WAY	1,986.26
133-0-245-025	611 WHALEN WAY	1,582.64
133-0-245-035	621 WHALEN WAY	1,721.66

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-245-045	631 WHALEN WAY	1,986.26
133-0-245-055	641 WHALEN WAY	1,582.64
133-0-245-065	651 WHALEN WAY	1,721.66
133-0-245-075	665 WHALEN WAY	1,986.26
133-0-245-085	667 WHALEN WAY	1,721.66
133-0-245-095	669 WHALEN WAY	1,582.64
133-0-245-105	671 WHALEN WAY	1,721.66
133-0-245-115	673 WHALEN WAY	1,582.64
133-0-245-125	675 WHALEN WAY	1,986.26
133-0-245-135	677 WHALEN WAY	1,721.66
133-0-245-145	678 XANADU WAY	1,721.66
133-0-245-155	676 XANADU WAY	1,986.26
133-0-245-165	674 XANADU WAY	1,582.64
133-0-245-175	672 XANADU WAY	1,986.26
133-0-245-185	670 XANADU WAY	1,721.66
133-0-245-195	668 XANADU WAY	1,582.64
133-0-245-215	662 XANADU WAY	1,986.26
133-0-245-225	652 XANADU WAY	1,721.66
133-0-245-235	642 XANADU WAY	1,582.64
133-0-245-245	632 XANADU WAY	1,721.66
133-0-245-255	622 XANADU WAY	1,986.26
133-0-245-265	612 XANADU WAY	1,582.64
133-0-246-035	679 XANADU WAY	1,582.64
133-0-246-045	677 XANADU WAY	1,721.66
133-0-246-055	675 XANADU WAY	1,986.26
133-0-246-065	673 XANADU WAY	1,582.64
133-0-246-075	669 XANADU WAY	1,986.26
133-0-246-085	663 XANADU WAY	1,721.66
133-0-246-095	653 XANADU WAY	1,582.64
133-0-246-105	643 XANADU WAY	1,986.26
133-0-246-115	633 XANADU WAY	1,721.66
133-0-246-125	623 XANADU WAY	1,986.26
133-0-246-135	613 XANADU WAY	1,582.64
133-0-246-145	603 XANADU WAY	1,721.66
133-0-251-015	515 RIO GRANDE WAY	1,721.66
133-0-251-025	525 RIO GRANDE WAY	1,582.64
133-0-251-035		1,986.26
133-0-251-045	545 RIO GRANDE WAY	1,582.64
133-0-251-055	555 RIO GRANDE WAY	1,721.66
133-0-251-065	565 RIO GRANDE WAY	1,986.26
133-0-251-075	3500 N OXNARD BLVD	1,582.64
133-0-251-085	3512 N OXNARD BLVD	1,582.64

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
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APN	Site Address	FY 2021/22 Levy Total
133-0-251-095	3522 N OXNARD BLVD	1,582.64
133-0-251-105	3532 N OXNARD BLVD	1,396.58
133-0-251-115	3542 N OXNARD BLVD	1,582.64
133-0-251-125	566 SEINE RIVER WAY	1,986.26
133-0-251-135	556 SEINE RIVER WAY	1,721.66
133-0-251-145	546 SEINE RIVER WAY	1,986.26
133-0-251-155	536 SEINE RIVER WAY	1,582.64
133-0-251-165	526 SEINE RIVER WAY	1,986.26
133-0-251-175	516 SEINE RIVER WAY	1,721.66
133-0-251-185	3541 KINGS CANYON DR	1,582.64
133-0-251-195	3531 KINGS CANYON DR	1,582.64
133-0-251-205	3521 KINGS CANYON DR	1,582.64
133-0-251-215	3511 KINGS CANYON DR	1,396.58
133-0-251-225	3501 KINGS CANYON DR	1,582.64
133-0-252-015	507 SEINE RIVER WAY	1,582.64
133-0-252-025	517 SEINE RIVER WAY	1,396.58
133-0-252-035	527 SEINE RIVER WAY	1,582.64
133-0-252-045	537 SEINE RIVER WAY	1,582.64
133-0-252-055	547 SEINE RIVER WAY	1,396.58
133-0-252-065	557 SEINE RIVER WAY	1,582.64
133-0-252-075	567 SEINE RIVER WAY	1,582.64
133-0-252-085	577 SEINE RIVER WAY	1,582.64
133-0-252-095	607 SEINE RIVER WAY	1,396.58
133-0-252-105	617 SEINE RIVER WAY	1,582.64
133-0-252-115	627 SEINE RIVER WAY	1,396.58
133-0-252-125	637 SEINE RIVER WAY	1,582.64
133-0-252-135	628 TIBER RIVER WAY	1,582.64
133-0-252-145	618 TIBER RIVER WAY	1,396.58
133-0-252-155	608 TIBER RIVER WAY	1,582.64
133-0-252-165	600 TIBER RIVER WAY	1,396.58
133-0-252-175	568 TIBER RIVER WAY	1,582.64
133-0-252-185	558 TIBER RIVER WAY	1,582.64
133-0-252-195	548 TIBER RIVER WAY	1,582.64
133-0-252-205	538 TIBER RIVER WAY	1,396.58
133-0-252-215	528 TIBER RIVER WAY	1,582.64
133-0-252-225	518 TIBER RIVER WAY	1,396.58
133-0-252-235	508 TIBER RIVER WAY	1,582.64
133-0-252-245	3591 KINGS CANYON DR	1,582.64
133-0-252-255	3581 KINGS CANYON DR	1,396.58
133-0-252-265	3571 KINGS CANYON DR	1,582.64
133-0-252-275	3561 KINGS CANYON DR	1,396.58
133-0-252-285	3551 KINGS CANYON DR	1,582.64

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-253-015	509 TIBER RIVER WAY	1,582.64
133-0-253-025	519 TIBER RIVER WAY	1,721.66
133-0-253-035	529 TIBER RIVER WAY	1,986.26
133-0-253-045	539 TIBER RIVER WAY	1,582.64
133-0-253-055	549 TIBER RIVER WAY	1,986.26
133-0-253-065	559 TIBER RIVER WAY	1,721.66
133-0-253-075	601 TIBER RIVER WAY	1,582.64
133-0-253-085	609 TIBER RIVER WAY	1,986.26
133-0-253-095	610 WHALEN WAY	1,986.26
133-0-253-105	600 WHALEN WAY	1,582.64
133-0-253-115	550 WHALEN WAY	1,721.66
133-0-253-125	540 WHALEN WAY	1,582.64
133-0-253-135	530 WHALEN WAY	1,986.26
133-0-253-145	520 WHALEN WAY	1,582.64
133-0-253-155	510 WHALEN WAY	1,721.66
133-0-254-015	511 WHALEN WAY	1,986.26
133-0-254-025	521 WHALEN WAY	1,582.64
133-0-254-035	531 WHALEN WAY	1,721.66
133-0-254-045	541 WHALEN WAY	1,986.26
133-0-254-055	551 WHALEN WAY	1,721.66
133-0-254-065	561 WHALEN WAY	1,582.64
133-0-254-075	602 XANADU WAY	1,986.26
133-0-254-085	600 XANADU WAY	1,721.66
133-0-254-095	552 XANADU WAY	1,986.26
133-0-254-105	542 XANADU WAY	1,582.64
133-0-254-115	532 XANADU WAY	1,721.66
133-0-254-125	522 XANADU WAY	1,986.26
133-0-254-135	512 XANADU WAY	1,582.64
133-0-255-015	573 XANADU WAY	1,986.26
133-0-255-025	563 XANADU WAY	1,582.64
133-0-255-035	543 XANADU WAY	1,721.66
133-0-260-025	3460 N OXNARD BLVD	1,582.64
133-0-260-035	3462 N OXNARD BLVD	1,396.58
133-0-260-045	3472 N OXNARD BLVD	1,582.64
133-0-260-055	3482 N OXNARD BLVD	1,396.58
133-0-260-065	3492 N OXNARD BLVD	1,582.64
133-0-260-075	564 RIO GRANDE WAY	1,721.66
133-0-260-085	554 RIO GRANDE WAY	1,986.26
133-0-260-095	544 RIO GRANDE WAY	1,582.64
133-0-260-105	534 RIO GRANDE WAY	1,721.66
133-0-260-115	524 RIO GRANDE WAY	1,582.64
133-0-260-125	514 RIO GRANDE WAY	1,986.26

Slight variances may occur due to rounding

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City of Oxnard
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Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-260-135	3491 KINGS CANYON DR	1,582.64
133-0-260-145	3481 KINGS CANYON DR	1,396.58
133-0-260-155	3471 KINGS CANYON DR	1,582.64
133-0-260-165	3461 KINGS CANYON DR	1,396.58
133-0-260-175	3451 KINGS CANYON DR	1,582.64
133-0-260-185	513 PLATTE WAY	1,986.26
133-0-260-195	523 PLATTE WAY	1,582.64
133-0-260-205	533 PLATTE WAY	1,721.66
133-0-260-215	543 PLATTE WAY	1,582.64
133-0-260-225	553 PLATTE WAY	1,721.66
133-0-260-235	563 PLATTE WAY	1,986.26
133-0-260-245	3459 N OXNARD BLVD	1,582.64
133-0-260-255	3457 N OXNARD BLVD	1,396.58
133-0-260-265	3455 N OXNARD BLVD	1,582.64
133-0-260-275	3453 N OXNARD BLVD	1,582.64
133-0-260-285	3451 N OXNARD BLVD	1,396.58
133-0-260-295	3450 N OXNARD BLVD	1,582.64
133-0-260-305	3452 N OXNARD BLVD	1,396.58
133-0-260-315	3454 N OXNARD BLVD	1,582.64
133-0-260-325	3456 N OXNARD BLVD	1,396.58
133-0-260-335	3458 N OXNARD BLVD	1,582.64
133-0-260-345	592 PLATTE WAY	1,721.66
133-0-260-355	588 PLATTE WAY	1,986.26
133-0-260-365	572 PLATTE WAY	1,582.64
133-0-260-375	562 PLATTE WAY	1,721.66
133-0-260-385	552 PLATTE WAY	1,986.26
133-0-260-395	542 PLATTE WAY	1,721.66
133-0-260-405		1,582.64
133-0-260-415	522 PLATTE WAY	1,721.66
133-0-260-425	512 PLATTE WAY	1,986.26
133-0-260-435	3441 KINGS CANYON DR	1,582.64
133-0-260-445	3431 KINGS CANYON DR	1,396.58
133-0-260-455	3421 KINGS CANYON DR	1,582.64
133-0-260-465	3411 KINGS CANYON DR	1,582.64
133-0-260-475	3401 KINGS CANYON DR	1,396.58
133-0-260-485	511 OWENS RIVER DR	1,986.26
133-0-260-495	521 OWENS RIVER DR	1,721.66
133-0-260-505	531 OWENS RIVER DR	1,986.26
133-0-260-515	541 OWENS RIVER DR	1,582.64
133-0-260-525	551 OWENS RIVER DR	1,986.26
133-0-260-535	561 OWENS RIVER DR	1,721.66
133-0-260-545	571 OWENS RIVER DR	1,582.64

Slight variances may occur due to rounding

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City of Oxnard
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Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-260-555	581 OWENS RIVER DR	1,721.66
133-0-260-565	591 OWENS RIVER DR	1,986.26
133-0-271-015	659 OWENS RIVER DR	1,721.66
133-0-271-025	661 OWENS RIVER DR	1,986.26
133-0-271-035	663 OWENS RIVER DR	1,582.64
133-0-271-045	665 OWENS RIVER DR	1,986.26
133-0-271-055	667 OWENS RIVER DR	1,721.66
133-0-271-065	669 OWENS RIVER DR	1,986.26
133-0-271-075	671 OWENS RIVER DR	1,582.64
133-0-271-085	673 OWENS RIVER DR	1,986.26
133-0-271-095	675 OWENS RIVER DR	1,582.64
133-0-271-105	681 OWENS RIVER DR	1,986.26
133-0-271-115	683 OWENS RIVER DR	1,582.64
133-0-271-125	685 OWENS RIVER DR	1,986.26
133-0-271-135	687 OWENS RIVER DR	1,721.66
133-0-271-145	689 OWENS RIVER DR	1,986.26
133-0-271-155	691 OWENS RIVER DR	1,582.64
133-0-271-165	693 OWENS RIVER DR	1,721.66
133-0-271-175	695 OWENS RIVER DR	1,986.26
133-0-271-195	692 PLATTE WAY	1,986.26
133-0-271-205	690 PLATTE WAY	1,582.64
133-0-271-215	688 PLATTE WAY	1,721.66
133-0-271-225	686 PLATTE WAY	1,582.64
133-0-271-235	684 PLATTE WAY	1,986.26
133-0-271-245	682 PLATTE WAY	1,582.64
133-0-271-255	680 PLATTE WAY	1,986.26
133-0-271-265	678 PLATTE WAY	1,721.66
133-0-271-275	676 PLATTE WAY	1,986.26
133-0-271-285	674 PLATTE WAY	1,582.64
133-0-271-295	672 PLATTE WAY	1,986.26
133-0-271-305	670 PLATTE WAY	1,721.66
133-0-271-315	668 PLATTE WAY	1,986.26
133-0-271-325	664 PLATTE WAY	1,582.64
133-0-271-335	662 PLATTE WAY	1,721.66
133-0-271-345	660 PLATTE WAY	1,986.26
133-0-272-015	665 PLATTE WAY	1,721.66
133-0-272-025	667 PLATTE WAY	1,986.26
133-0-272-035	669 PLATTE WAY	1,582.64
133-0-272-045	671 PLATTE WAY	1,986.26
133-0-272-055	673 PLATTE WAY	1,582.64
133-0-272-065	675 PLATTE WAY	1,721.66
133-0-272-075	679 PLATTE WAY	1,986.26

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
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APN	Site Address	FY 2021/22 Levy Total
133-0-272-085	3414 ALBION DR	1,582.64
133-0-272-095	3424 ALBION DR	1,582.64
133-0-272-105	3434 ALBION DR	1,396.58
133-0-272-115	3444 ALBION DR	1,582.64
133-0-272-125	3454 ALBION DR	1,582.64
133-0-272-135	3464 ALBION DR	1,396.58
133-0-272-145	3474 ALBION DR	1,582.64
133-0-272-155	680 RIO GRANDE WAY	1,986.26
133-0-272-165	678 RIO GRANDE WAY	1,721.66
133-0-272-175	676 RIO GRANDE WAY	1,582.64
133-0-272-185	674 RIO GRANDE WAY	1,721.66
133-0-272-195	672 RIO GRANDE WAY	1,582.64
133-0-272-205	670 RIO GRANDE WAY	1,721.66
133-0-272-215	3495 N OXNARD BLVD	1,582.64
133-0-272-225	3493 N OXNARD BLVD	1,396.58
133-0-272-235	3483 N OXNARD BLVD	1,582.64
133-0-272-245	3473 N OXNARD BLVD	1,396.58
133-0-272-255	3463 N OXNARD BLVD	1,582.64
133-0-273-015	671 RIO GRANDE WAY	1,986.26
133-0-273-025	673 RIO GRANDE WAY	1,582.64
133-0-273-035	675 RIO GRANDE WAY	1,721.66
133-0-273-045	677 RIO GRANDE WAY	1,986.26
133-0-273-055	3500 ALBION DR	1,582.64
133-0-273-065	3514 ALBION DR	1,396.58
133-0-273-075	3524 ALBION DR	1,582.64
133-0-273-085	3534 ALBION DR	1,396.58
133-0-273-095	3544 ALBION DR	1,582.64
133-0-273-105	3554 ALBION DR	1,582.64
133-0-273-115	684 SEINE RIVER WAY	1,986.26
133-0-273-125	682 SEINE RIVER WAY	1,721.66
133-0-273-135	680 SEINE RIVER WAY	1,721.66
133-0-273-145	3533 N OXNARD BLVD	1,582.64
133-0-273-155	3523 N OXNARD BLVD	1,396.58
133-0-273-165	3513 N OXNARD BLVD	1,582.64
133-0-273-175	3503 N OXNARD BLVD	1,582.64
133-0-273-185	3501 N OXNARD BLVD	1,396.58
133-0-280-015	3243 LISBON LN	952.74
133-0-280-025	3241 LISBON LN	1,281.58
133-0-280-035	3239 LISBON LN	1,281.58
133-0-280-045	3246 N VENTURA RD	1,281.58
133-0-280-055	3248 N VENTURA RD	1,281.58
133-0-280-065	3250 N VENTURA RD	952.74

Slight variances may occur due to rounding

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Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-280-075	3237 LISBON LN	952.74
133-0-280-085	3235 LISBON LN	1,281.58
133-0-280-095	3233 LISBON LN	1,281.58
133-0-280-105	3240 N VENTURA RD	952.74
133-0-280-115	3242 N VENTURA RD	1,281.58
133-0-280-125	3244 N VENTURA RD	1,281.58
133-0-280-135	3231 LISBON LN	952.74
133-0-280-145	3229 LISBON LN	1,281.58
133-0-280-155	3227 LISBON LN	1,281.58
133-0-280-165	3234 N VENTURA RD	952.74
133-0-280-175	3236 N VENTURA RD	1,281.58
133-0-280-185	3238 N VENTURA RD	1,281.58
133-0-280-195	3225 LISBON LN	1,281.58
133-0-280-205	3223 LISBON LN	1,281.58
133-0-280-215	3221 LISBON LN	952.74
133-0-280-225	3228 N VENTURA RD	952.74
133-0-280-235	3230 N VENTURA RD	1,281.58
133-0-280-245	3232 N VENTURA RD	1,281.58
133-0-280-255	3221 N OXNARD BLVD	1,281.58
133-0-280-265	3211 N OXNARD BLVD	1,504.24
133-0-280-275	3201 N OXNARD BLVD	1,171.10
133-0-280-285	3202 LISBON LN	1,171.10
133-0-280-295	3204 LISBON LN	1,504.24
133-0-280-305	3206 LISBON LN	1,281.58
133-0-280-315	3208 LISBON LN	1,281.58
133-0-280-325	3210 LISBON LN	1,504.24
133-0-280-335	3212 LISBON LN	1,171.10
133-0-280-345	3251 N OXNARD BLVD	1,171.10
133-0-280-355	3241 N OXNARD BLVD	1,504.24
133-0-280-365	3231 N OXNARD BLVD	1,281.58
133-0-280-375	3214 LISBON LN	1,171.10
133-0-280-385	3216 LISBON LN	1,504.24
133-0-280-395	3218 LISBON LN	1,281.58
133-0-280-405	3220 LISBON LN	1,281.58
133-0-280-415	3222 LISBON LN	1,504.24
133-0-280-425	3224 LISBON LN	1,171.10
133-0-290-015	3215 N VENTURA RD	952.74
133-0-290-025	3213 N VENTURA RD	1,171.10
133-0-290-035	3211 N VENTURA RD	952.74
133-0-290-045	3209 N VENTURA RD	1,171.10
133-0-290-055	3207 N VENTURA RD	1,171.10
133-0-290-065	3205 N VENTURA RD	952.74

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APN	Site Address	FY 2021/22 Levy Total
133-0-290-075	3227 N VENTURA RD	952.74
133-0-290-085	3225 N VENTURA RD	1,171.10
133-0-290-095	3223 N VENTURA RD	952.74
133-0-290-105	3221 N VENTURA RD	952.74
133-0-290-115	3219 N VENTURA RD	1,171.10
133-0-290-125	3217 N VENTURA RD	952.74
133-0-290-135	3239 N VENTURA RD	952.74
133-0-290-145	3237 N VENTURA RD	1,171.10
133-0-290-155	3235 N VENTURA RD	952.74
133-0-290-165	3233 N VENTURA RD	1,171.10
133-0-290-175	3231 N VENTURA RD	1,171.10
133-0-290-185	3229 N VENTURA RD	952.74
133-0-290-195	3251 N VENTURA RD	952.74
133-0-290-205	3249 N VENTURA RD	1,171.10
133-0-290-215	3247 N VENTURA RD	952.74
133-0-290-225	3245 N VENTURA RD	952.74
133-0-290-235	3243 N VENTURA RD	1,171.10
133-0-290-245	3241 N VENTURA RD	952.74
133-0-290-255	3219 LISBON LN	1,171.10
133-0-290-265	3217 LISBON LN	1,504.24
133-0-290-275	3215 LISBON LN	1,281.58
133-0-290-285	3222 N VENTURA RD	1,281.58
133-0-290-295	3224 N VENTURA RD	1,504.24
133-0-290-305	3226 N VENTURA RD	1,171.10
133-0-290-315	3213 LISBON LN	1,281.58
133-0-290-325	3211 LISBON LN	1,504.24
133-0-290-335	3209 LISBON LN	1,171.10
133-0-290-345	3210 N VENTURA RD	1,281.58
133-0-290-355	3212 N VENTURA RD	1,504.24
133-0-290-365	3214 N VENTURA RD	1,171.10
133-0-290-375	3216 N VENTURA RD	1,281.58
133-0-290-385	3218 N VENTURA RD	1,504.24
133-0-290-395	3220 N VENTURA RD	1,171.10
133-0-290-405	3207 LISBON LN	1,281.58
133-0-290-415	3205 LISBON LN	1,504.24
133-0-290-425	3203 LISBON LN	1,171.10
133-0-290-435	3204 N VENTURA RD	1,171.10
133-0-290-445	3206 N VENTURA RD	1,504.24
133-0-290-455	3208 N VENTURA RD	1,281.58
133-0-300-015	3121 N OXNARD BLVD	1,614.70
133-0-300-025	3123 N OXNARD BLVD	1,504.24
133-0-300-035	3125 N OXNARD BLVD	1,504.24

Slight variances may occur due to rounding

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City of Oxnard
Riverpark CFD 5
Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-300-045	3127 N OXNARD BLVD	1,614.70
133-0-300-055	3131 N OXNARD BLVD	1,614.70
133-0-300-065	3133 N OXNARD BLVD	1,504.24
133-0-300-075	3141 N OXNARD BLVD	1,504.24
133-0-300-085	3151 N OXNARD BLVD	1,614.70
133-0-300-095	3156 LISBON LN	1,171.10
133-0-300-105	3154 LISBON LN	1,171.10
133-0-300-115	3152 LISBON LN	1,171.10
133-0-300-125	3150 LISBON LN	1,171.10
133-0-300-135	3148 LISBON LN	952.74
133-0-300-145	3146 LISBON LN	1,281.58
133-0-300-155	3144 LISBON LN	1,281.58
133-0-300-165	3142 LISBON LN	952.74
133-0-300-175	3140 LISBON LN	1,171.10
133-0-300-185	3138 LISBON LN	1,171.10
133-0-300-195	3128 LISBON LN	952.74
133-0-300-205	3126 LISBON LN	1,281.58
133-0-300-215	3124 LISBON LN	1,171.10
133-0-300-225	3122 LISBON LN	1,171.10
133-0-300-235	701 GARRONE ST	1,171.10
133-0-300-245	703 GARONNE LN	1,281.58
133-0-300-255	705 GARONNE ST	1,281.58
133-0-300-265	709 GARONNE ST	1,281.58
133-0-300-275	711 GARONNE ST	1,281.58
133-0-300-285	713 GARONNE LN	1,281.58
133-0-300-295	715 GARONNE ST	1,171.10
133-0-300-305	3120 LISBON LN	1,171.10
133-0-300-315	3118 LISBON LN	1,171.10
133-0-300-325	3116 LISBON LN	952.74
133-0-300-335	3114 LISBON LN	1,281.58
133-0-300-345	3112 LISBON LN	1,281.58
133-0-300-355	3110 LISBON LN	952.74
133-0-300-365	3108 LISBON LN	1,171.10
133-0-300-375	3106 LISBON LN	1,171.10
133-0-300-385	3104 LISBON LN	1,171.10
133-0-300-395	3102 LISBON LN	1,171.10
133-0-300-405	3136 LISBON LN	1,171.10
133-0-300-415	3134 LISBON LN	1,171.10
133-0-300-425	3132 LISBON LN	1,281.58
133-0-300-435	3130 LISBON LN	952.74
133-0-300-445	3101 N OXNARD BLVD	1,614.70
133-0-300-455	3103 N OXNARD BLVD	1,504.24

Slight variances may occur due to rounding

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City of Oxnard

Riverpark CFD 5

Preliminary Special Tax Roll for Fiscal Year 2021/22

APN	Site Address	FY 2021/22 Levy Total
133-0-300-465	3105 N OXNARD BLVD	1,504.24
133-0-300-475	3107 N OXNARD BLVD	1,614.70
133-0-300-485	3111 N OXNARD BLVD	1,614.70
133-0-300-495	3113 N OXNARD BLVD	1,504.24
133-0-300-505	3115 N OXNARD BLVD	1,504.24
133-0-300-515	3117 N OXNARD BLVD	1,614.70
1,896 Accounts		**$2,987,476.36**
1,896 Total Accounts		**$2,987,476.36**

Slight variances may occur due to rounding

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Special Tax Levy
Community Facility Districts No. 5 - RiverPark
Fiscal Year 2021/22

City Council
June 29, 2021

Craig Beck
Interim Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 5, approve the special tax rate of $2,987,495.10 within CFD No. 5 (Riverpark) for Fiscal Year 2021/22 and to amend the FY 2021/22 Proposed Budget to:

1. Decrease the Proposed Revenues (Maximum Special Tax) for CFD No. 5 in Fund 174 by $2,062,638 from $5,050,134 to $2,987,496;

- Decrease the Proposed Expenditures for CFD No. 5 in Fund 174 by $2,012,552 from $5,732,468 to $3,719,916; and
- Decrease the General Fund Transfer-In Revenue by $1,607,520 for Fire Protection Services.

BACKGROUND

- Community Facilities District (CFD) No. 5 - Riverpark was adopted by City Council Resolution No. 12936 (the “Resolution of Formation”) in 2005.
- The Resolution provided different types of services and improvements that could be funded by the District, including:
  - Maintenance of parks, parkways, and open space
  - Recreation programs, library services, schools, museums and cultural facilities
  - Flood and storm protection services
  - Police protection services
  - Fire protection services
  - Ambulance and paramedic services

Maximum Assessment vs Actual Assessment

- The Resolution of Formation details a process for increasing the maximum assessment each year. It is calculated by using the regional Consumer Price Index (CPI) and is limited to a maximum increase of 5% and a minimum increase of 2%.

- While the maximum assessment (max. capacity) is increased each year, the “Actual” assessment (special tax levy) is not limited by the 2% - 5% range.

- Good practice to increase max capacity, but align actual assessment with planned budget needs.

DISCUSSION

- **June 1, 2021:** City Council adopted a resolution to levy the tax rate for the various Land Use Classes in CFD No. 5 for FY 2021/22
- **June 8, 2021:** Finance and Governance Committee requested staff investigate options to reduce the CFD No. 5 tax rate for FY 2021/22
- Staff Provided an update to Council at the June 15, 2021 meeting
  - CFD No. 5 can use fund balance of $732,420
  - General Fund can take over Fire Protection Services in the Riverpark community ($1.6 million)
  - Reduce budget for “on-call and contingency costs” ($400,000)

DISCUSSION

- City Council does have the ability to adjust the special tax amount prior to the City's submission to the County Assessor on July 6, 2021.

- Staff is recommending the City Council approve the recommendations and approve a new reduced total special tax for CFD No. 5 of $2,987,495 for FY 2021/22

CFD 5 Riverpark FY 2021/22 Revised Proposed Budget

REVENUES:	
Current Proposed Budget	$5,050,134
Reduction in Special Tax Levy	(2,062,638)
Revised FY 2021/22 Special Tax Revenues	**$2,987,496**
EXPENDITURES:	
Current Proposed Budget	$5,732,468
Elimination of Fire CFD No. 5 to General Fund	(1,607,520)
Reduction in Maint. Contract/Contingency/Shop & Field	(400,000)
Reduction in County Property Tax Admin Fee	(5,032)
Revised FY 2021/22 Appropriations	**$3,719,916**
Net Difference funded from Available Fund Balance	**($732,420)**

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2

DATE: June 29, 2021

TO: City Council, Housing Authority Board

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Adoption of Fiscal Year 2021-22 Operating and Capital Improvement Budget. (0/20/20)

RECOMMENDATION

1. That the City Council adopt the following resolutions:
   a. A resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2021-22;
   b. A resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2021 in accordance with the Operating Budget for the Fiscal Year 2021-22;
   c. A resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the Attached Classification and Salary Schedule;
   d. A resolution of the City Council of the City of Oxnard Establishing Financial Management Policies;
   e. A resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2021-22; and
2. That the Housing Board of Commissioners adopt a Resolution Approving the Housing Authority's Operating Budget for the Fiscal Year 2021-22.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation videos: https://youtu.be/P0b_ZcFQDTw
https://youtu.be/7vuUw3mcNC4

BACKGROUND

On May 26th, the City Manager previewed the proposed budget to the Inter-Neighborhood Council Forum and on June 1st, a budget preview was presented to the City Council. On June 15th, a public hearing was conducted on the proposed budget.

After the conclusion of the public hearing on June 15th, the City Council directed staff to make two sets of changes to the proposed budget. The first change was for CFD #5 Riverpark Maintenance Fund (174), as detailed in Agenda Item K-13 "Special Tax Levy for Community Facility District No. 5 for Fiscal Year 2021/22" elsewhere on this agenda.

The second change directed by the City Council was to transfer $7 million from the Street Maintenance Fund (105) to the three utility enterprise funds (Water, Wastewater, and Environmental Resources (solid waste)) in proportionate shares in conjunction with a recent ruling by Ventura County Superior Court that the General Fund (101) and the Street Maintenance Fund must repay infrastructure use fees to the utility enterprise funds over three years, rather than over the seven years the City requested. For details, see Agenda Item L-6 from the City Council meeting of May 4, 2021.

Tables 1 and 2 below list the impact on revenues and expenditures, respectively, for each fund affected by the City Council's direction.

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's Operating and Capital Improvement Budget for Fiscal Year 2021-22.

The proposed budget resolution for Fiscal Year 2021-22 includes appropriations recommended for approval by City Council in the amount of $605,436,232, an increase of $4,987,448 from $600,448,784 by funding source.

Table 1 - Revenue

	Proposed prior to Hearing	Revised per. public hearing / CFD#5 Item	Revenue Changes
General Fund 101	201,184,553	**199,577,033**	(1,607,520)
CFD #5 Riverpark Maintenance Fund 174	5,050,134	**2,987,496**	(2,062,638)
Water Operating Fund 601	65,349,834	**68,325,862**	2,976,028
Wastewater Collection Operating Fund 611	43,067,407	**44,116,293**	1,048,886
Wastewater Treatment Operating Fund 621	31,843,482	**32,892,368**	1,048,886
Solid Waste Operating Fund 631	51,206,868	**53,133,068**	1,926,200
		Net Changes to Total Revenues	**3,329,842**
	Total of Current Proposed (prior to hearing)	598,652,325	
	Revenue Changes	3,329,842	
	Revised Total Proposed Revenues (for adoption)	601,982,167	

Table 2 - Expenditure/Appropriation

	Proposed prior to Hearing	Revised per. public hearing / CFD#5 Item	Expense Changes
Street Maintenance Fund 105	3,214,023	**10,214,023**	7,000,000
CFD #5 Riverpark Maintenance Fund 174	5,732,468	**3,719,916**	(2,012,552)
		Net Changes to Total Expenses	**4,987,448**
	Total City Funds Proposed Expenses (prior to hearing)	600,448,784	
	Expense Changes	4,987,448	
	Revised Total Proposed Revenues (for adoption)	605,436,232	
	Non-City Housing Author	32,304,153	
	Total of All Funds Expense Revised (with Housing Authority)	637,740,385	

2. 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 2021-22.

The authorized position resolution establishes the number of positions (full-time equivalents) authorized by City Council, in each department.

3. A Resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the Attached Classification Salary Schedule.

The City Classification and Salary schedule establishes the type and kind of City employment classifications and the

appropriated salary range for each position.

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

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.

5. A Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2021-22.

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 FY2021-22 is $393,826,276. The City will be substantially below this limit next fiscal year. The actual proceeds of taxes subject to this limit for Oxnard total $194,593,080.

6. A Resolution of the Housing Authority of the City of Oxnard Approving the Housing Authority's Operating and Capital Budget for Fiscal Year 2021-22.

The proposed Housing Authority's budget resolution for Fiscal Year 2021-22 in the amount of $32,304,153 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 21/22 for the period of July 1, 2021 through June 30, 2022 has been approved by the DOF.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

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

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

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

FINANCIAL IMPACT

Approval of the resolutions will continue to provide core services to the community, and restore many services and programs previously reduced or eliminated.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I, Beth Vo, Budget Manager, Kevin Riper, Chief Financial Officer

ATTACHMENTS

1. City Operating Budget
2. Authorizing Full Time Equiv Positions
3. Resolution for Classification and Salary Listing
4. Resolution Establishing Financial Management Policies
5. Resolution Establishing Appropriation Limit
6. Resolution Approving Housing Authority Budget

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE CITY OPERATING AND CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR 2021-2022

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating and Capital Budget for fiscal year 2021-2022; 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 and Capital Improvement Budget and the funds included therein for the period of July 1, 2021 through June 30, 2022 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2021-2022 of required City operations, services, and capital improvements. Such budgets are hereby proposed as follows:

Funds	FY2021-22 Proposed Budget
General Fund Group	
101-GENERAL FUND	200,784,155
103-GENERAL FUND-OPD TRAINING	162,935
104-HALF CENT SALES TAX	18,107,661
105-STREET MAINTENANCE	10,214,023
114-STORM WATER MANAGEMENT	1,948,479
301-CAPITAL OUTLAY FUND	8,937,600
641-PERFORMING ARTS CNTR FUND	242,857
651-GOLF COURSE OPERATING	4,355,050
General Fund Group	**244,752,760**
Landscape Maintenance & Community Facilities Districts	
121-WATERWAYS ASSESSMENT DIST	441,968
124-LMD #3-RIVER RIDGE	111,896
125-LMD #4-BEACH MAIN COL/HOT	49,744
128-LMD #10-COUNTRY CLUB	25,449
129-LMD #11-ST. TROPAZ	7,731
131-LMD #12-STANDARD PACIFIC	22,563

132-LMD #14-CALIFORNIA COVE	35,835
133-LMD #16-LIGHTHOUSE	21,229
134-LMD #13-FD562-LE VILLAGE	19,488
143-LMD #23- GREYSTONE	6,631
144-LMD #24- VINEYARDS	25,068
145-LMD #25-THE POINTE	24,089
147-LMD #27- ROSE ISLAND	26,507
148-LMD #28- HARBORSIDE	96,119
151-LMD #30- HAAS AUTOMATION	76,978
152-LMD #31-RANCHO DE LA ROSA	100,655
153-LMD #32-OAK PARK	30,435
154-LMD #33-RIO DEL SOL	65,744
156-LMD. #34-SUNRISE POINTE	83,778
157-LMD #36-VILLA SANTA CRUZ	167,602
158-LMD #37-PACIFIC BREEZE	45,098
159-LMD #38-ALDEA DEL MAR	151,437
160-LMD #39-EL SUENO/PROMESA	323,886
161-LMD #39-D.R. HORTON	99,351
162-LMD #40-CANTADA	143,611
163-LMD #41-PACIFIC C0VE	46,796
164-LMD #42-CANTABRIA/CORONAD	227,134
165-LMD #43-GREENBELT(PARCRO)	117,358
170-L/M DIST.-COMBINING FUNDS	988,311
172-LMD ADMINISTRATION	1,249,861
173-CFD #4-SEABRIDGE MAINT	1,098,624
174-CFD #5-RIVERPARK MAINT	3,719,916
175-CFD #2-WESTPORT MAINT	663,497
176-CFD #6-NORTHSHORE MAINT	22,633
177-WATERWAYS AD ZONE #2	50,239
Landscape Maintenance& Community Facilities Districts	**10,387,261**

Special Revenue Funds

117-CALHOME PROGRAM-STATE GRT	120,000
118-AIR POLLUTION BUYDOWN FEE	9,457
119-PUBLIC SAFETY RETIREMENT	14,585,532
181-STATE GAS TAX	6,209,929
182-TRAFFIC SAFETY FUND	587,489
185-RMRA Gas Tax (2032 h (2))	6,798,787
210-TRANSPORTATION GRNT-STATE	3,783,000
212-TDA/LTF8-CIP FUND-99400a	473,846
213-TDA/LTF4-TRANS.FND-99400c	1,107,016

214-TDA/LTF3-BI/PED FND-99234	933
219-STATE/LOCAL-MY GRANTS	126,017
243-EMERGENCY SHELTER GRANT	219,551
261-FEDERAL TERM GRANTS FUND	173,547
263-RSVP	107,539
272-21ST CENTURY CLCP-ASESP	3,803,299
275-FED.TRANSPORT. MY GRANTS	4,462,105
285-CDBG ENTITLEMENT	2,615,741
295-HUD HOME	864,831
313-2009 LEASE PURCHASE EQUIP	3,510,000
314-2014 LEASE REVENUE BOND	895
351-PARK FEES-QUIMBY RESERVE	10,801
352-PARK ACQ & DEVELOP FEES	756
353-STORM DRAIN FACILITY FEE	68,441
354-CIRCULATION SYS.IMPR.FEES	4,461,639
355-CAPITAL GROWTH FEES-RESID	419,845
356-CAP GROWTH FEES-NONRESID	139,992
370-CUPA OPERATING FUND	1,124,369
371-HOUSING-IN-LIEU FEES	346,636
372-AFFORD.RENTAL HOUSING FND	43,525
420-HOUSING SET-ASIDE	132,454
481-CITY-DOWNTOWN IMPROVEMENT	500,342
547-ART IN PUBLIC PLACE TRUST	15,114
571-CONTRIBUTIONS TRUST	2,200,000
Special Revenue Funds	**59,023,428**

Assessment District Funds

513-ASSESSMENT DIST. 2000-1	188,474
514-RICE/101 INTER.ASSES.DIST	948,253
520-CFD #3-SEABRIDGE/MANDALAY	1,872,754
537-COMM.FAC.DIST. 2000-3	571,768
538-CFD #1-WESTPORT	682,351
Assessment District Funds	**4,263,600**

Enterprise Funds

601-WATER OPERATING FUND	87,852,949
603-RESOURCE DEVELOPMENT FEE	526,432
605-WATER CAP. FACILITY FUND	1,687,433
606-WATER RESOURCE FEE	1,357
608-SECURITY-CONTAM.PREV.FUND	1,946,173
611-W/W COLLECTION OPERATING	42,720,161

613-W/W COLL CONNECTION FEE	1,009,970
617-W/W COLL.BOND FUNDED CIPS	22,575,000
621-W/W TREATMENT OPRNS	25,155,408
623-W/W TREATMENT CONNECT FEE	9,440
631-SOLID WASTE OPERATING	63,142,696
638-ER SEC & CONTAMINATION	163,000
Enterprise Funds	**246,790,019**
Internal Service Funds	
701-PUBL LIAB & PROP DAMAGE	5,011,927
702-WORKERS COMPENSATION FUND	9,813,466
725-CUSTOMER BILLING OPR FUND	2,532,099
731-INFORMATION TECHNOLOGY	8,182,649
735-FACILTIES MAINTENANCE	5,573,510
741-FLEET SERVICES FUND	9,105,513
Internal Service Funds	**40,219,164**
Total of All City Funds	**605,436,232**
Less: Capital Outlay Fund	8,937,600
Less: Wastewater Operating Transfer	27,057,566
Less: Internal Service Funds	40,219,164
Net Adjusted Appropriations	**529,221,902**

2. To the extent funds are available, any unused appropriations at the end of fiscal year 2020-2021 in active capital improvement projects and multi-year programs are hereby re-appropriated for continued use in fiscal year 2021-2022.

3. The Council authorizes the City Manager to transfer and make adjustment of interfund transfers at the close of fiscal year 2020-2021, to eliminate cash deficits in funds when necessary including: Utility Enterprise Funds, Capital Growth Funds, Impact Fee Funds, Assessment District Funds, Grant Funds, Debt Service Funds, and all other funds that may need such adjustments.

4. Multi-year capital projects or programs funded by Measure O Half-Cent Sales Tax are included in the budget and are hereby re-appropriated to fiscal year 2021-22. In fiscal year 2014-15, 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 capital improvement projects at the end of fiscal year 2020-2021, except for balances reallocated as part of the budget process, are hereby re-appropriated for continuing use in fiscal year 2021-2022 and all estimated revenues from such approved grants and capital improvement projects for fiscal year 2020-2021 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 2020-2021 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 2020-2021, not otherwise provided for in City Council budget policies or re-appropriated above, are hereby appropriated to the General Fund Operating Reserve on June 29, 2021. Current projections, however, do not anticipate any such excess.

8. Staff is directed to correct any clerical errors in the proposed budget document.

9. Staff is directed to ensure that the final proposed budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2021-2022 shall contain all revisions made by the City Council prior to final budget adoption.

10. The City Manager or designee is authorized to approve any appropriation transfers between departments within a fund. Any 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 I.D.3 and .4.)

11. Adoption of this resolution provides Council the authority to expend any and all funds appropriated for purposes as determined in the budget.

PASSED AND ADOPTED on this 29th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, 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, 2021 IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2021-2022 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 2021-2022.

PASSED AND ADOPTED this 29th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

Department	Title	FY 20/21 Revised	Proposed Changes	FY 21/22 Proposed
CITY ATTORNEY	ADMINISTRATIVE LEGAL SECRETARY I	0	1	1
	ASSISTANT CITY ATTORNEY	2		2
	CHIEF ASSISTANT CITY ATTORNEY	1		1
	CITY ATTORNEY	1		1
	DEPUTY CITY ATTORNEY I	1		1
	DEPUTY CITY ATTORNEY II	1	2	3
	LAW OFFICE MANAGER	1		1
	PARALEGAL	1		1
CITY ATTORNEY DEPT TOTAL		**8**	**3**	**11**
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	7		7
	EXECUTIVE ASSISTANT I	1		1
CITY COUNCIL TOTAL		**8**	**0**	**8**
CITY MANAGER	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE ASSISTANT	1	-1	0
	ASSISTANT CITY MANAGER	2		2
	CITY MANAGER	1		1
	COMMUNICATIONS COORDINATOR	1	1	2
	COMMUNICATIONS & MARKETING MANAGER	1		1
	EXECUTIVE ASSISTANT II	1		1
	PROJECT MANAGER	1	2	3
CITY MANAGER DEPT TOTAL		**9**	**2**	**11**
NEIGHBORHOOD SERVICES	OFFICE ASSISTANT II	1		1
NEIGHBORHOOD SERVICES TOTAL		**1**	**0**	**1**
CITY MANAGER DEPT TOTAL		**10**	**2**	**12**
COMMUNITY DEVELOPMENT	ADMINISTRATIVE SECRETARY I	1		1
	ADMINISTRATIVE SECRETARY III	3	-1	2
	ADMINISTRATIVE TECHNICIAN	0	2	2
	ASSISTANT DIRECTOR OF COMMUNITY DEV.	1		1
	ASSISTANT TRAFFIC ENGINEER	1	-1	0
	BUILDING INSPECTOR II	5		5
	CIVIL ENGINEER	1	1	2
	CODE COMPLIANCE INSPECTOR I	2	-1	1
	CODE COMPLIANCE INSPECTOR II	5	1	6
	CODE COMPLIANCE MANAGER	1		1
	CONSTRUCTION INSPECTOR II	3		3
	DATA ENTRY OPERATOR II	1	-1	0
	DEPUTY BUILDING OFFICIAL	2	-1	1
	DEVELOPMENT SERVICES MANAGER	1	-1	0
	ELECTRICAL INSPECTOR	1		1
	JUNIOR CIVIL ENGINEER	1	-1	0
	OFFICE ASSISTANT II	3	2	5
	MANAGEMENT ANALYST I	0	1	1
	PERMIT COORDINATOR	1		1
	PERMIT TECHNICIAN	3		3
	PLANNING AND SUSTAINABILITY MANAGER	1		1

Department	Title	FY 20/21 Revised	Proposed Changes	FY 21/22 Proposed
	PLAN CHECK ENGINEER	2		2
	PLANS EXAMINER II	1		1
	PROJECT MANAGER	1	-1	0
	SR. CODE COMPLIANCE INSPECTOR	1	1	2
	SR. CONSTRUCTION INSPECTOR	1		1
	SUPERVISING BUILDING INSPECTOR	1		1
	SUPERVISING CIVIL ENGINEER	1	1	2
COMMUNITY DEVELOPMENT TOTAL		**45**	**1**	**46**
DEVELOPMENT SUPPORT	ADMINISTRATIVE ASSISTANT	0	1	1
	ADMINISTRATIVE TECHNICIAN	2	-1	1
	COMMUNITY DEVELOPMENT DIRECTOR	1		1
	ECONOMIC DEVELOPMENT MANAGER	1	-1	0
	MANAGEMENT ANALYST III	1		1
DEVELOPMENT SUPPORT TOTAL		**5**	**-1**	**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
	PLANNING TECHNICIAN	1		1
	PRINCIPAL PLANNER	2		2
	SR. PLANNER	1	1	2
LAND USE PLAN & ENV PROTC TOTAL		**12**	**1**	**13**
COMMUNITY DEVELOPMENT TOTAL		**62**	**1**	**63**
CULTURAL & COMMUNITY SERVICES				
LIBRARY	ADMINISTRATIVE ASSISTANT	1		1
	CITY LIBRARIAN	1		1
	LIBRARY CIRCULATION SUPERVISOR	0	1	1
	LIBRARIAN I	6		6
	LIBRARIAN II	1		1
	LIBRARIAN III	3	1	4
	LIBRARY AIDE I	5.5		5.5
	LIBRARY AIDE II	5		5
	LIBRARY MONITOR	1		1
	OFFICE ASSISTANT II	1		1
LIBRARY SERVICES TOTAL		**24.5**	**2**	**26.5**
RECREATION SERVICES	ADMINISTRATIVE ASSISTANT	1	1	2
	ADMINISTRATIVE SECRETARY II	1	-1	0
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	0	1	1
	COMMUNITY SERVICES MANAGER	1	1	2
	CULTURAL & COMMUNITY SVCS DIR	1		1
	CULTURAL & COMMUNITY SVCS ASST. DIR	0	1	1
	MANAGEMENT ANALYST I	2		2
	MANAGEMENT ANALYST II	0	1	1
	OFFICE ASSISTANT II	1.75	0.25	2
	RECREATION SUPERVISOR	2	2	4

Department	Title	FY 20/21 Revised	Proposed Changes	FY 21/22 Proposed
	RECREATION/HUMAN SERV COORD	14	0	14
	RECREATION/HUMAN SERV LEADER I	1		1
	RECREATION/HUMAN SERV LEADER II	4	-3	1
	RECREATION/HUMAN SERV LEADER III	25	3.75	28.75
RECREATION SERVICES TOTAL		**54.75**	**7**	**61.75**
CULTURAL & COMMUNITY SVCS TOTAL		**79.25**	**9**	**88.25**
DEPT OF BILLING AND LICENSING	ACCOUNT CLERK I	1		1
	ACCOUNT CLERK II	2		2
	ACCOUNT CLERK III	1		1
	ASSISTANT CITY TREASURER / Dir. Rev & Lic	1		1
	BILLING & LICENSING SUPERVISOR	2		2
	CODE COMPLIANCE INSPECTOR I	1		1
	CUSTOMER SERVICE ACCT TECH	2		2
	CUSTOMER SERVICE REP II	7	1	8
	REVENUE COLLECTION TECHNICIAN	1		1
	SR. CUSTOMER SERVICE REP	1		1
DEPT OF BILLING AND LICENSING TOTAL		**19**	**1**	**20**
FINANCE DEPARTMENT	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	4		4
	ACCOUNTANT II	2		2
	ACCOUNTING TECHNICIAN	2		2
	ADMINISTRATIVE ASSISTANT (C)	2		2
	ASSISTANT CHIEF FIN OFFICER	2		2
	BUDGET MANAGER	1		1
	BUYER	3	1	4
	BUYER LIMITED TERM (1/15/21-2/15/23)	0.5		0.5
	CHIEF FINANCIAL OFFICER	1		1
	CONTROLLER	1		1
	FINANCIAL ANALYST I	1		1
	FINANCIAL ANALYST II	3		3
	FINANCIAL ANALYST III	1	1	2
	SENIOR MANAGER, INTERNAL CONTROL	1		1
	MAIL CLERK	1.5		1.5
	MANAGEMENT ACCOUNTANT/AUDITOR	2		2
	MANAGEMENT ANALYST LIMITED TERM (1/15/21-1/15/24)	1.5		1.5
	PURCHASING MANAGER	1		1
FINANCE DEPARTMENT TOTAL		**33.5**	**2**	**35.5**
FIRE DEPARTMENT	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	2		2
	ASSISTANT FIRE CHIEF	1		1
	BATTALION CHIEF	5		5
	COMMUNITY PARAMEDIC	1		1
	CUPA MANAGER	1		1
	DATA ENTRY OPERATOR II	0	1	1
	EMS COORDINATOR	1		1
	EMERGENCY SERVICES MANAGER	1		1
	FIRE CAPTAIN	32		32
	FIRE CHIEF	1		1

Department	Title	FY 20/21 Revised	Proposed Changes	FY 21/22 Proposed
	FIRE ENGINEER	30		30
	FIRE ENVIRONMENTAL SPEC I	2		2
	FIRE ENVIRONMENTAL SPEC II	2		2
	FIRE INSPECTOR/INVESTIGATOR (Sworn)	4		4
	FIRE INSPECTOR II (Non-Sworn)	2		2
	FIREFIGHTER	44		44
	MANAGEMENT ANALYST II	1		1
	PARAMEDIC LIMITED TERM	1		1
	PLANS EXAMINER II	1		1
FIRE DEPARTMENT TOTAL		**133**	**1**	**134**
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
	ASSISTANT DIRECTOR OF HOUSING	0	1	1
	ASSISTANT DIRECTOR OF HOUSING & REDEVELOPMENT	0	1	1
	CONSTRUCTION PROJECT COORDINATOR	1		1
	COMPUTER NETWORK ENGINEER III	1		1
	CUSTODIAN	2	-2	0
	DIRECTOR OF HOUSING & REDEVELOPMENT	0	1	1
	FAC MAINT WORKER I	1	-1	0
	FAC MAINT WORKER II	3	-1	2
	GROUNDSWORKER I	1		1
	GROUNDSWORKER II	3		3
	HOUSING CONTRACT ADMIN	1		1
	HOUSING DIRECTOR	1	-1	0
	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	2
	OFFICE ASSISTANT I	4	-2	2
	OFFICE ASSISTANT II	7	-2	5
	PROJECT MANAGER	0	1	1
	RESIDENT SERVICES COORDINATOR	1		1
	SR. HOUSING MAINTENANCE WORKER	2	-1	1
	SR. HOUSING SPECIALIST	4	-1	3
HOUSING AUTHORITY TOTAL		**62**	**-6**	**56**
HOUSING SERVICES	ACCOUNTING MANAGER	1		1
	ADMINISTRATIVE SECRETARY III	0	1	1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMPLIANCE SERVICES MANAGER	1		1
	ECONOMIC DEVELOPMENT MANAGER	0	1	1
	GRANTS COORDINATOR	1		1
	GRANTS SPECIALIST I	1		1

Department	Title	FY 20/21 Revised	Proposed Changes	FY 21/22 Proposed
	HOMELESS ASSISTANCE PGM COORD	1		1
	HOMELESS PROGRAMS ASSISTANT	0	1	1
	HOUSING REHABILITATION PROGRAM MANAGER	1		1
	PROJECT MANAGER	0	1	1
	REHAB LOAN SPECIALIST	2		2
HOUSING SERVICES TOTAL		**9**	**4**	**13**
HOUSING DEPARTMENT TOTAL		**71**	**-2**	**69**
HUMAN RESOURCES DEPARTMENT	ADMINISTRATIVE ASSISTANT (C)	2		2
	ASSITANT HR DIRECTOR (C)	1		1
	HEALTH/SAFETY/TRAINING OFFICER	1		1
	HUMAN RESOURCES ANALYST I (C)	2		2
	HUMAN RESOURCES ANALYST II (C)	4	1	5
	HUMAN RESOURCES DIRECTOR	1		1
	HUMAN RESOURCES MANAGER (C)	1	1	2
	HUMAN RESOURCES TECHNICIAN (C)	3	4	7
	PAYROLL TECHNICIAN (C)	2		2
	PRINCIPAL HR ANALYST (C)	0	1	1
	SR. HUMAN RESOURCES ANALYST (C)	2	-1	1
HUMAN RESOURCES DEPARTMENT TOTAL		**19**	**6**	**25**
INFORMATION SVS OPERATION	ADMINISTRATIVE ASSISTANT	0	1	1
	ASSISTANT INFO. TECHNOLOGY DIRECTOR	0	1	1
	COMPUTER NETWORK ENGINEER I	1		1
	COMPUTER NETWORK ENGINEER II	5		5
	COMPUTER NETWORK ENGINEER III	7	-1	6
	CYBER SECURITY OFFICER	0	1	1
	GEOGRAPHIC INFO SYSTEMS TECH III	1		1
	INFO. TECHNOLOGY DIRECTOR	1		1
	INFO. TECHNOLOGY MANAGER	0	1	1
	PRODUCTION SUPERVISOR	0	1	1
	PRODUCTION TECHNICIAN	0	2	2
	PROGRAMMER ANALYST	6		6
	SYSTEMS ADMINISTRATOR	6		6
	SYSTEMS ANALYST II	1		1
	SYSTEMS ANALYST III	1		1
INFORMATION SVS OPERATION TOTAL		**29**	**6**	**35**
NON-DEPARTMENTAL	CITY TREASURER	1		1
NON-DEPARTMENTAL TOTAL		**1**	**0**	**1**
POLICE DEPARTMENT	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	0	1	1
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	1	-1	0
	ADMINISTRATIVE SVC'S ASSISTANT	2		2
	ANIMAL SAFETY OFFICER	2		2
	ASSISTANT POLICE CHIEF	2		2
	COMMUNITY AFFAIRS MANAGER	1		1
	COMMUNITY SERVICE OFFICER	9	2	11
	CRIME ANALYSIS DATA TECHNICIAN	2		2
	CRIME ANALYST I	2		2
	CRIME ANALYST II	1		1

Department	Title	FY 20/21 Revised	Proposed Changes	FY 21/22 Proposed
	CROSSING GUARD	6		6
	EVIDENCE TECHNICIAN I	2		2
	MISSING PERSONS SPECIALIST	1		1
	OFFICE ASSISTANT II	1		1
	POLICE CALL TAKER	4	-2	2
	POLICE CHIEF	1		1
	POLICE COMMANDER	8		8
	POLICE FINANCE/GRANTS MANAGER	1		1
	POLICE OFFICER I/PUBLIC SAFETY TRAINEE	72		72
	POLICE OFFICER II	97		97
	POLICE OFFICER III	28		28
	POLICE RECORDS MANAGER	1		1
	POLICE RECORDS SUPERVISOR	1		1
	POLICE RECORDS TECHNICIAN II	14		14
	POLICE RECORDS TECHNICIAN III	2		2
	POLICE SERGEANT	30		30
	POLICE SERVICE OFFICER	6		6
	POLICE WORD PROCESSOR II	6		6
	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	0	2	2
	PUBLIC SAFETY DISPATCHER II	19		19
	PUBLIC SAFETY DISPATCHER III	5		5
	SEX REGISTRANT SPECIALIST	1		1
	SR. POLICE SERVICE OFFICER	1		1
	SR. TRAFFIC SERVICE ASST	1		1
	SUPERVISING ANIMAL SAFETY OFFICER	1		1
	TRAFFIC SERVICE ASST II	14		14
POLICE DEPARTMENT TOTAL		**356**	**2**	**358**
PUBLIC WORKS				
ENVIRONMENTAL RESOURCES	ACCOUNT CLERK III	4		4
	ACCOUNTING TECHNICIAN	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	CALL CENTER MANAGER	1		1
	CHIEF OF COLLECTIONS	1		1
	CONTAINER SERVICE WORKER	2		2
	CUSTOMER SERVICE REP I	2		2
	CUSTOMER SERVICE REP II	13		13
	ENVIRONMENTAL RESOURCES SUPV	5	2	7
	ENVIRON RESOURCES DIVISION MANAGER	1		1
	EQUIPMENT OPERATOR	12		12
	HEALTH, SAFETY & TRAINING OFFICER	1		1
	MAINTENANCE WORKER TRAINEE	22	2	24
	MANAGEMENT ANALYST III	1		1
	MRF DISPATCHER	3	-2	1
	MRF MANAGER	1		1
	MRF MACHINERY OPERATOR	3		3
	MRF MECHANIC	3		3

Department	Title	FY 20/21 Revised	Proposed Changes	FY 21/22 Proposed
	OFFICE ASSISTANT II	1		1
	OUTREACH/EDUCATION SPECIALIST	1		1
	RECYLCLING MANAGER	1		1
	ROUTE CHECKER	5		5
	SOLID WASTE EQUIP OPER II	49		49
	SOLID WASTE TRANS OPERATOR	14		14
	SORTER	26		26
	TREATMENT PLANT ELECTRICIAN	1		1
ENVIRONMENTAL RESOURCE TOTAL		**177**	**2**	**179**
FACILITIES MAINTENANCE SERVICES	CONSTRUCTION PROJECT MANAGER	1		1
	CUSTODIAL SUPERVISOR	1		1
	CUSTODIAN	11		11
	SR. CUSTODIAN	2		2
	FAC MAINT WORKER II	6		6
	FACILITIES SUPERVISOR	1		1
	HVAC TECHNICIAN	2		2
	MAINTENANCE CARPENTER	2		2
	MAINTENANCE ELECTRICIAN	2		2
	MAINTENANCE PLUMBER	1		1
	MAINTENANCE SERVICES MANAGER	1		1
	SR. FACILITIES MAINTENANCE WORKER	2		2
FACILITIES MAINTENANCE SERVICES TOTAL		**32**	**0**	**32**
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	6		6
	FLEET SERVICES MECHANIC II	9		9
	FLEET SERVICES MECHANIC SPVR	1		1
	SR. FLEET SERVICES MECHANIC	4		4
	TIRE REPAIRER	1		1
FLEET SERVICES OPERATION TOTAL		**25**	**0**	**25**
MAINTENANCE SERVICES	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	CONSTRUCTION PROJECT COORDINATOR	1		1
	EQUIPMENT OPERATOR	5		5
	GRAFFITI ACTION COORDINATOR	1		1
	GROUNDSWORKER I	26		26
	GROUNDSWORKER II	7		7
	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	2	3
	SR. GROUNDSWORKER	3		3
	SR. STREET MAINT WORKER	4		4
	SR. TREE TRIMMER	1		1
	STREET MAINT SUPERVISOR	0	1	1

Department	Title	FY 20/21 Revised	Proposed Changes	FY 21/22 Proposed
	STREET MAINT WKR I	1	4	5
	STREET MAINT WKR II	3		3
	STREETS MANAGER	1		1
	TRAFFIC SAFETY MAINT WKR	2		2
	TREE TRIMMER I	1		1
MAINTENANCE SERVICES TOTAL		**68**	**7**	**75**
PUBLIC WORKS ADMINISTRATION	ACCOUNT CLERK II	2.5		2.5
	ADMINISTRATIVE LEGAL ASSISTANT (C)	1		1
	ADMINISTRATIVE SERVICES MANAGER	1		1
	ADMINISTRATIVE TECHNICIAN	2		2
	ASSISTANT DIRECTOR PUBLIC WORKS	3		3
	FINANCIAL ANALYST I	1		1
	GRANTS COORDINATOR	1		1
	MANAGEMENT ANALYST II	1		1
	MANAGEMENT ANALYST III	1		1
	PUBLIC WORKS DIRECTOR	1		1
	UTILITIES FINANCE OFFICER	1		1
PUBLIC WORKS ADMINISTRATION TOTAL		**15.5**	**0**	**15.5**
SPECIAL DISTRICTS	SPECIAL DISTRICTS MANAGER	1		1
	LANDSCAPE INSPECTOR II	3		3
	ADMINISTRATIVE TECHNICIAN	1		1
	PROJECT MANAGER	2		2
	FINANCIAL ANALYST II	1		1
SPECIAL DISTRICTS TOTAL		**8**	**0**	**8**
ENGINEERING & MAINTENANCE SERVICES	ADMINISTRATIVE TECHNICIAN	1		1
	ASSISTANT CIVIL ENGINEER	1		1
	CITY ENGINEER	1		1
	CIVIL ENGINEER	1		1
	CONSTRUCTION INSPECTOR I	1		1
	CONSTRUCTION INSPECTOR II	3		3
	CONSTRUCTION PROJECT COORDINATOR	0	1	1
	ENGINEERING TECHNICIAN II	1	1	2
	JUNIOR CIVIL ENGINEER	1		1
	MANAGEMENT ANALYST I	0	1	1
	MANAGEMENT ANALYST II	1		1
	PROJECT MANAGER	3		3
	SR. CONSTRUCTION INSPECTOR	1		1
	SUPERVISING CIVIL ENGINEER	3		3
ENGINEERING & MAINTENANCE SERIVICES TOTAL		**18**	**3**	**21**
TRAFFIC ENGINEERING				
	ASSISTANT TRAFFIC ENGINEER	0	2	2
	ASSOCIATE TRAFFIC ENGINEER	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 PLANNER	1		1
TRAFFIC ENGINEERING TOTAL		**9**	**2**	**11**

Department	Title	FY 20/21 Revised	Proposed Changes	FY 21/22 Proposed
WATER OPERATION	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	CHIEF OPERATOR	2		2
	ELECTRICIAN/INSTRUMENTATION TECH	1		1
	MAINTENANCE WORKER TRAINEE	1		1
	MANAGEMENT ANALYST II	1		1
	METER READER	6		6
	METER REPAIR WORKER	3		3
	OUTREACH/EDUCATION SPECIALIST	1		1
	SCADA/PROGRAMS SUPERVISOR	1		1
	SR. BACKFLOW SPECIALIST	1		1
	SR. METER READER	1		1
	SR. METER REPAIRER WORKER	1		1
	SR. WATER DISTRIBUTION OPERATOR	4		4
	SR. WATER MECHANIC	1		1
	SR. WATER TREATMENT OPERATOR	3		3
	WATER CONSERV/OUTREACH COORDINATOR	1		1
	WATER CONSERV/OUTREACH SUPERVISOR	1		1
	WATER CONSERV/OUTREACH TECH	1		1
	WATER DISTRIBUTION OPERATOR I	11		11
	WATER DISTRIBUTION OPERATOR II	6		6
	WATER DIVISION MANAGER	1		1
	WATER OPERATOR IN TRAINING	0	1	1
	WATER OPERATORS MANAGER/CHIEF OPERATOR	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		**60**	**1**	**61**
RECYCLE WATER	ADMINISTRATIVE SECRETARY III	1		1
	ADVANCED WATER TREATMENT OP III	4		4
	CHIEF PLANT OPERATOR	1		1
	SR. ADVANCED WATER TREATMENT OPERATOR	1		1
	SR. ADVANCED WATER TREATMENT MECHANIC	1		1
	TREATMENT PLANT ELECTRICIAN	1		1
	WASTEWATER OP IN TRAINING	1		1
	WASTEWATER OPERATOR III	1		1
RECYCLE WATER TOTAL		**11**	**0**	**11**
STORM WATER	SR. WASTEWATER ENVIR SPECIALIST	1		1
	TECHNICAL SVCS/WTR QUALITY MGR	1		1
	WASTEWATER COLLECT OPERATOR II	1		1
	WASTEWATER ENVIRONMENTAL SPEC	1		1
STORM WATER TOTAL		**4**	**0**	**4**

Department	Title	FY 20/21 Revised	Proposed Changes	FY 21/22 Proposed
WASTEWATER COLLECTION	MANAGEMENT ANALYST II	1		1
	SR. WASTEWATER COLLECTION OPERATOR	2		2
	SR. WASTEWATER ENVIR SPECIALIST	1		1
	WASTEWATER COLLECTIONS MANAGER	1		1
	WASTEWATER COLLECT OPERATOR I	3		3
	WASTEWATER COLLECT OPERATOR II	4		4
	WASTEWATER ENVIRONMENTAL SPEC	5		5
	WASTEWATER INFRASTRUCTURE MANAGER	1		1
	WASTEWATER MAINTENANCE MANAGER	1		1
WASTEWATER COLLECTION TOTAL		**19**	**0**	**19**
WASTEWATER TREATMENT	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ELECTRICIAN/INSTRUMENTATION TECH	2		2
	LABORATORY ASSISTANT	1		1
	LABORATORY SUPERVISOR	1		1
	LABORATORY TECHNICIAN	3		3
	POWER PROD. OPERATOR II	2		2
	PROJECT MANAGER	1		1
	SR. WASTEWATER ELECTRICIAN	1		1
	SR. WASTEWATER MECHANIC	2		2
	SR. WASTEWATER OPERATOR	4		4
	TREATMENT PLANT ELECTRICIAN	2		2
	UTILITIES SUPERVISOR	1		1
	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		**50**	**0**	**50**
PUBLIC WORKS DEPARTMENT TOTAL		**496.5**	**15**	**511.5**
GRAND TOTAL		**1328.25**	**46**	**1374.25**

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING CLASSIFICATION AND SALARY SCHEDULES 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, 2021.

PASSED AND ADOPTED THIS 29th day of June, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD
CLASSIFICATION AND SALARY LISTING
EFFECTIVE Feb. 02, 2021

	Class Code													
Account Clerk I	7102	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472		
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78		
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18		
Account Clerk II	7105	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	16.9672	17.8156	18.7063	19.6418	20.6238	21.6551	22.7378	23.8746	25.0684	26.3218		
		BIWEEKLY	1357.38	1425.25	1496.50	1571.34	1649.90	1732.41	1819.02	1909.97	2005.47	2105.74		
		ANNUAL	35291.78	37056.45	38909.10	40854.94	42897.50	45042.61	47294.62	49659.17	52142.27	54749.34		
Account Clerk III	7108	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	18.6263	19.5575	20.5355	21.5622	22.6403	23.7724	24.9612	26.2091	27.5195	28.8954		
		BIWEEKLY	1490.10	1564.60	1642.84	1724.98	1811.22	1901.79	1996.90	2096.73	2201.56	2311.63		
		ANNUAL	38742.70	40679.60	42713.84	44849.38	47091.82	49446.59	51919.30	54514.93	57240.56	60102.43		
Accountant I	7120	A63	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	25.2526	26.5155	27.8411	29.2332	30.6948	32.2297	33.8412	35.5332	37.3098	39.1752		
		BIWEEKLY	2020.21	2121.24	2227.29	2338.66	2455.58	2578.38	2707.30	2842.66	2984.78	3134.02		
		ANNUAL	52525.41	55152.24	57909.49	60805.06	63845.18	67037.78	70389.70	73909.06	77604.38	81484.42		
Accountant II	7123	A80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	28.0587	29.4615	30.9347	32.4814	34.1055	35.8108	37.6013	39.4815	41.4554	43.5283		
		BIWEEKLY	2244.70	2356.92	2474.78	2598.51	2728.44	2864.86	3008.10	3158.52	3316.43	3482.26		
		ANNUAL	58362.10	61279.92	64344.18	67561.31	70939.44	74486.46	78210.70	82121.52	86227.23	90538.86		
Accounting Manager	7208	M48	Lower	Upper										
		Hourly	37.9013	62.8938										
		BIWEEKLY	3032.10	5031.50										
		ANNUAL	78834.70	130819.10										
Accounting Technician	7114	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	22.4467	23.569	24.7473	25.9849	27.2841	28.6483	30.0807	31.5849	33.1641	34.8221		
		BIWEEKLY	1795.74	1885.52	1979.78	2078.79	2182.73	2291.86	2406.46	2526.79	2653.13	2785.77		
		ANNUAL	46689.14	49023.52	51474.38	54048.59	56750.93	59588.46	62567.86	65696.59	68981.33	72429.97		
Accounting Technician (C)	11137	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	23.3799	24.5488	25.7763	27.0652	28.4184	29.8393	31.3312	32.8979	34.5428	36.2699	38.0834	39.9877
		BIWEEKLY	1870.39	1963.91	2062.10	2165.22	2273.47	2387.14	2506.50	2631.83	2763.43	2901.59	3046.68	3199.02
		ANNUAL	48630.24	51061.58	53614.71	56295.62	59110.19	62065.74	65168.89	68427.65	71849.06	75441.39	79213.56	83174.42
Administrative Assistant	1535	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	25.1926	26.4523	27.7748	29.1637	30.6217	32.1529	33.7606	35.4486	37.2211	39.0821		
		BIWEEKLY	2015.41	2116.18	2221.98	2333.10	2449.74	2572.23	2700.85	2835.89	2977.69	3126.57		
		ANNUAL	52400.61	55020.78	57771.58	60660.50	63693.14	66878.03	70222.05	73733.09	77419.89	81290.77		
Administrative Assistant (C)	1538	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	26.7384	28.0752	29.4791	30.9530	32.5007	34.1257	35.8319	37.6234	39.5048	41.4801	43.5542	45.7316
		BIWEEKLY	2139.07	2246.02	2358.33	2476.24	2600.06	2730.05	2866.55	3009.88	3160.39	3318.41	3484.33	3658.53
		ANNUAL	55615.93	58396.51	61316.48	64382.24	67601.54	70981.42	74530.35	78256.77	82170.06	86278.63	90592.69	95121.82
Administrative Legal Assistant	1309	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	26.7384	28.0752	29.4791	30.9530	32.5007	34.1257	35.8319	37.6234	39.5048	41.4801	43.5542	45.7316
		BIWEEKLY	2139.07	2246.02	2358.33	2476.24	2600.06	2730.05	2866.55	3009.88	3160.39	3318.41	3484.33	3658.53
		ANNUAL	55615.93	58396.51	61316.48	64382.24	67601.54	70981.42	74530.35	78256.77	82170.06	86278.63	90592.69	95121.82
Administrative Legal Secretary I	1300	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	16.9603	17.8084	18.6987	19.6337	20.6155	21.6462	22.7284	23.8649	25.0582	26.3110	27.6266	29.0080
		BIWEEKLY	1356.83	1424.67	1495.90	1570.69	1649.24	1731.70	1818.27	1909.19	2004.65	2104.88	2210.13	2320.64
		ANNUAL	35277.50	37041.48	38893.32	40838.00	42880.24	45024.10	47275.07	49639.00	52121.02	54726.98	57463.33	60336.63
Administrative Legal Secretary II	1301	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	18.8446	19.7868	20.7761	21.8151	22.9057	24.0510	25.2537	26.5163	27.8422	29.2341	30.6959	32.2306
		BIWEEKLY	1507.57	1582.95	1662.09	1745.21	1832.46	1924.08	2020.29	2121.30	2227.38	2338.73	2455.67	2578.45
		ANNUAL	39196.77	41156.57	43214.34	45375.39	47643.87	50026.07	52527.66	55153.84	57911.78	60806.99	63847.42	67039.64
Administrative Legal Secretary III	1302	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	20.9385	21.9854	23.0848	24.2390	25.4507	26.7233	28.0595	29.4624	30.9356	32.4824	34.1064	35.8119
		BIWEEKLY	1675.08	1758.83	1846.78	1939.12	2036.06	2137.86	2244.76	2356.99	2474.85	2598.60	2728.52	2864.95
		ANNUAL	43552.04	45729.62	48016.36	50417.05	52937.56	55584.46	58363.68	61281.79	64346.04	67563.49	70941.41	74488.73
Administrative Secretary I	11138	A12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	14.9344	15.6811	16.4652	17.2886	18.1530	19.0607	20.0137	21.0143	22.0651	23.1683		
		BIWEEKLY	1194.75	1254.49	1317.22	1383.09	1452.24	1524.86	1601.10	1681.14	1765.21	1853.46		
		ANNUAL	31063.55	32616.69	34247.62	35960.29	37758.24	39646.26	41628.50	43709.74	45895.41	48190.06		
Administrative Secretary II	11144	A19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	16.5936	17.4234	18.2945	19.2092	20.1697	21.1781	22.2371	23.3489	24.5164	25.7422		
		BIWEEKLY	1327.49	1393.87	1463.56	1536.74	1613.58	1694.25	1778.97	1867.91	1961.31	2059.38		
		ANNUAL	34514.69	36240.67	38052.56	39955.14	41952.98	44050.45	46253.17	48565.71	50994.11	53543.78		
Administrative Secretary III	11150	A26	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	18.4375	19.3593	20.3272	21.3437	22.4108	23.5313	24.7078	25.9433	27.2405	28.6025		
		BIWEEKLY	1475.00	1548.74	1626.18	1707.50	1792.86	1882.50	1976.62	2075.46	2179.24	2288.20		
		ANNUAL	38350.00	40267.34	42280.58	44394.90	46614.46	48945.10	51392.22	53962.06	56660.24	59493.20		

Administrative Services Assistant	14119	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	26.7384	28.0752	29.4791	30.9530	32.5007	34.1257	35.8319	37.6234	39.5048	41.4801	43.5542	45.7316
		BIWEEKLY	2139.07	2246.02	2358.33	2476.24	2600.06	2730.05	2866.55	3009.88	3160.39	3318.41	3484.33	3658.53
		ANNUAL	55615.93	58396.51	61316.48	64382.24	67601.54	70981.42	74530.35	78256.77	82170.06	86278.63	90592.69	95121.82
Administrative Services Manager	4533	M87	Lower	Upper										
		Hourly	51.7833	85.1051										
		BIWEEKLY	4142.66	6808.41										
		ANNUAL	107709.26	177018.61										
Administrative Technician	1533	A36	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	20.1540	21.1618	22.2199	23.3309	24.4975	25.7222	27.0083	28.3588	29.7768	31.2656		
		BIWEEKLY	1612.32	1692.94	1777.59	1866.47	1959.80	2057.78	2160.66	2268.70	2382.14	2501.25		
		ANNUAL	41920.32	44016.54	46217.39	48528.27	50954.80	53502.18	56177.26	58986.30	61935.74	65032.45		
Advanced Water Treatment Operator III	20124	BHM 115	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	31.2523	32.8468	34.5219	36.2834	38.1340	40.0791	42.1238					
		BIWEEKLY	2500.18	2627.74	2761.75	2902.67	3050.72	3206.33	3369.90					
		ANNUAL	65004.78	68321.34	71805.55	75469.47	79318.72	83364.53	87617.50					
			Lower	Upper										
After School Program Instructor (EH)	15116	Hourly	15.0000	16.1534										
			Lower	Upper										
After School Site Leader (EH)	15118	Hourly	17.3800	18.7163										
Animal Safety Officer	14150	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464					
		BIWEEKLY	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71					
		ANNUAL	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51					
Assistant Chief Financial Officer	7216	M88	Lower	Upper										
		Hourly	53.2110	87.3897										
		BIWEEKLY	4256.88	6991.18										
		ANNUAL	110678.88	181770.58										
Assistant City Attorney	1311	M89	Lower	Upper										
		Hourly	56.4507	92.5434										
		BIWEEKLY	4516.06	7403.47										
		ANNUAL	117417.46	192490.27										
Assistant City Clerk	1402	M11	Lower	Upper										
		Hourly	26.3586	44.4254										
		BIWEEKLY	2108.69	3554.03										
		ANNUAL	54825.89	92404.83										
Assistant City Manager	1202	E11	Lower	Upper										
		Hourly	91.0545	125.2001										
		BIWEEKLY	7284.36	10016.01										
		ANNUAL	189393.36	260416.21										
Assistant City Treasurer / Dir. Rev & Lic	7309	E06	Lower	Upper										
		Hourly	63.2050	86.9068										
		BIWEEKLY	5056.40	6952.54										
		ANNUAL	131466.40	180766.14										
Assistant Civil Engineer	5129	A94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	35.6940	37.4786	39.3524	41.3201	43.3861	45.5553	47.8330	50.2247	52.7361	55.3728		
		BIWEEKLY	2855.52	2998.29	3148.19	3305.61	3470.89	3644.42	3826.64	4017.98	4218.89	4429.82		
		ANNUAL	74243.52	77955.49	81852.99	85945.81	90243.09	94755.02	99492.64	104467.38	109691.09	115175.42		
Assistant Director of Community Dev.	4524	M89	Lower	Upper										
		Hourly	56.4507	92.5434										
		BIWEEKLY	4516.06	7403.47										
		ANNUAL	117417.46	192490.27										
Assistant Director of Housing	4527	M67	Lower	Upper										
		Hourly	51.2210	77.6074										
		BIWEEKLY	4097.68	6208.59										
		ANNUAL	106539.68	161423.39										
Assistant Director of Housing & Redevelopment	4528	M67	Lower	Upper										
		Hourly	51.2210	77.6074										
		BIWEEKLY	4097.68	6208.59										
		ANNUAL	106539.68	161423.39										
Assistant Director of Public Works	4538	M89	Lower	Upper										
		Hourly	56.4507	92.5434										
		BIWEEKLY	4516.06	7403.47										
		ANNUAL	117417.46	192490.27										
Assistant Fire Chief (Non-Shift)	14317	PS2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8				
		Hourly	63.78	67.0331	70.4521	74.0464	77.8232	81.7923	85.8818	90.1758				
		BIWEEKLY	5102.4	5362.648	5636.168	5923.712	6225.856	6543.384	6870.544	7214.064				
		ANNUAL	132662.4	139428.848	146540.37	154016.51	161872.26	170127.984	178634.14	187565.66				

Assistant Fire Chief (Shift)	14317	PS4	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
		Hourly	45.5572	47.8808	50.3231	52.8902	55.5881	58.423	61.3444	64.4112	
		BIWEEKLY	5102.4064	5362.6496	5636.1872	5923.7024	6225.8672	6543.376	6870.5728	7214.0544	
		ANNUAL	132662.57	139428.89	146540.87	154016.26	161872.55	170127.776	178634.89	187565.41	
Assistant Human Resources Director	12119	M67	Lower	Upper							
		Hourly	51.2210	77.6074							
		BIWEEKLY	4097.68	6208.59							
		ANNUAL	106539.68	161423.39							
Assistant Info. Technology Director	12121	M67	Lower	Upper							
		Hourly	51.2210	77.6074							
		BIWEEKLY	4097.68	6208.59							
		ANNUAL	106539.68	161423.39							
Assistant Plan Check Engineer	13244	A94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	35.6940	37.4786	39.3524	41.3201	43.3861	45.5553	47.8330	50.2247	52.7361	55.3728
		BIWEEKLY	2855.52	2998.29	3148.19	3305.61	3470.89	3644.42	3826.64	4017.98	4218.89	4429.82
		ANNUAL	74243.52	77955.49	81852.99	85945.81	90243.09	94755.02	99492.64	104467.38	109691.09	115175.42
Assistant Planner	13105	A69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	26.3129	27.6286	29.0101	30.4606	31.9837	33.5828	35.262	37.0251	38.8761	40.8202
		BIWEEKLY	2105.03	2210.29	2320.81	2436.85	2558.70	2686.62	2820.96	2962.01	3110.09	3265.62
		ANNUAL	54730.83	57467.49	60341.01	63358.05	66526.10	69852.22	73344.96	77012.21	80862.29	84906.02
Assistant Police Chief	14229	PS6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	72.2206	75.9044	79.7762	83.8459	88.1229	92.6171	97.2481	102.1101		
		BIWEEKLY	5777.65	6072.35	6382.10	6707.67	7049.83	7409.37	7779.85	8168.81		
		ANNUAL	150218.85	157881.15	165934.50	174399.47	183295.63	192643.57	202276.05	212389.01		
Assistant Design Traffic Engineer	18127	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	33.9943	35.694	37.4785	39.3526	41.3201	43.3861	45.5553	47.8331	50.2247	52.7361
		BIWEEKLY	2719.54	2855.52	2998.28	3148.21	3305.61	3470.89	3644.42	3826.65	4017.98	4218.89
		ANNUAL	70708.14	74243.52	77955.28	81853.41	85945.81	90243.09	94755.02	99492.85	104467.38	109691.09
Assistant Traffic Engineer	18127	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	33.9943	35.694	37.4785	39.3526	41.3201	43.3861	45.5553	47.8331	50.2247	52.7361
		BIWEEKLY	2719.54	2855.52	2998.28	3148.21	3305.61	3470.89	3644.42	3826.65	4017.98	4218.89
		ANNUAL	70708.14	74243.52	77955.28	81853.41	85945.81	90243.09	94755.02	99492.85	104467.38	109691.09
Associate Planner	13108	A83	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	29.2367	30.6985	32.2335	33.845	35.5372	37.3141	39.1798	41.1389	43.1959	45.3556
		BIWEEKLY	2338.94	2455.88	2578.68	2707.60	2842.98	2985.13	3134.38	3291.11	3455.67	3628.45
		ANNUAL	60812.34	63852.88	67045.68	70397.60	73917.38	77613.33	81493.98	85568.91	89847.47	94339.65
Associate Traffic Design Engineer	18117	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	37.7713	39.66	41.6429	43.7251	45.9115	48.2068	50.6172	53.1481	55.8056	58.5958
		BIWEEKLY	3021.70	3172.80	3331.43	3498.01	3672.92	3856.54	4049.38	4251.85	4464.45	4687.66
		ANNUAL	78564.30	82492.80	86617.23	90948.21	95495.92	100270.14	105283.78	110548.05	116075.65	121879.26
AWPF Operations Manager / Chief Plant Operator	20143	M62	Lower	Upper							
		Hourly	41.6902	72.1345							
		BIWEEKLY	3335.22	5770.76							
		ANNUAL	86715.62	150039.76							
Battalion Chief (Non-Shift)	14314	PS1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
		Hourly	53.4528	56.18	59.0453	62.0574	65.2231	68.5498	71.9769	75.576	
		BIWEEKLY	4276.22	4494.40	4723.62	4964.59	5217.85	5483.98	5758.15	6046.08	
		ANNUAL	111181.82	116854.40	122814.22	129079.39	135664.05	142583.58	149711.95	157198.08	
Battalion Chief (Shift)	14314	PS3	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
		Hourly	38.1805	40.1284	42.1753	44.3268	46.5879	48.964	51.4121	53.9829	
		BIWEEKLY	4276.22	4494.38	4723.63	4964.60	5217.84	5483.97	5758.16	6046.08	
		ANNUAL	111181.62	116853.90	122814.47	129079.64	135663.96	142583.17	149712.04	157198.20	
Billing & Licensing Supervisor	7312	M11	Lower	Upper							
		Hourly	26.3586	44.4254							
		BIWEEKLY	2108.69	3554.03							
		ANNUAL	54825.89	92404.83							
Budget Manager	7210	M62	Lower	Upper							
		Hourly	41.6902	72.1345							
		BIWEEKLY	3335.22	5770.76							
		ANNUAL	86715.62	150039.76							
Building Inspector I	13203	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	27.9857	29.4133	30.9138	32.4906	34.1482	35.8898	37.7204		
		BIWEEKLY	2238.86	2353.06	2473.10	2599.25	2731.86	2871.18	3017.63		
		ANNUAL	58210.26	61179.66	64300.70	67580.45	71028.26	74650.78	78458.43		
Building Inspector II	13206	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670		
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36		
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36		

Buyer &	8311	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Buyer Limited Term	8310	Hourly	21.9559	23.0537	24.2064	25.4168	26.6875	28.0221	29.423	30.8942	32.439	34.0609
		BIWEEKLY	1756.47	1844.30	1936.51	2033.34	2135.00	2241.77	2353.84	2471.54	2595.12	2724.87
		ANNUAL	45668.27	47951.70	50349.31	52866.94	55510.00	58285.97	61199.84	64259.94	67473.12	70846.67

Call Center Manager	16119	M36	Lower	Upper
		Hourly	34.3867	57.2708
		BIWEEKLY	2750.94	4581.66
		ANNUAL	71524.34	119123.26
Chief Assistant City Attorney	1307	M99	Lower	Upper
		Hourly	90.0113	97.1706
		BIWEEKLY	7200.90	7773.65
		ANNUAL	187223.50	202114.85
Chief Financial Officer	7215	E14	Lower	Upper
		Hourly	87.2811	120.0116
		BIWEEKLY	6982.49	9600.93
		ANNUAL	181544.69	249624.13
Chief of Collections	16120	M36	Lower	Upper
		Hourly	34.3867	57.2708
		BIWEEKLY	2750.94	4581.66
		ANNUAL	71524.34	119123.26
Chief Operator	20137	M32	Lower	Upper
		Hourly	33.0358	55.1096
		BIWEEKLY	2642.86	4408.77
		ANNUAL	68714.46	114627.97
City Attorney	1314	E12	Lower	Upper
		Hourly	109.3439	122.4995
		BIWEEKLY	8747.51	9799.96
		ANNUAL	227435.31	254798.96
City Clerk	1405	E03	Lower	Upper
		Hourly	55.1235	75.7947
		BIWEEKLY	4409.88	6063.58
		ANNUAL	114656.88	157652.98

City Corp Leader Trainee I Extra Help	31514	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28

City Corp Student Trainee Extra Help	31515		Lower	Upper
		Hourly	9.35	11
		BIWEEKLY	748.00	880.00
		ANNUAL	19448.00	22880.00
City Council	1102	BIWEEKLY	785.08	
		ANNUAL	20412.08	
City Engineer	4537	M89	Lower	Upper
		Hourly	56.4507	92.5434
		BIWEEKLY	4516.06	7403.47
		ANNUAL	117417.46	192490.27
City Librarian	10128	M38	Lower	Upper
		Hourly	35.1170	58.4394
		BIWEEKLY	2809.36	4675.15
		ANNUAL	73043.36	121553.95
City Manager	1208	E13	Lower	Upper
		Hourly	137.0193	137.0193
		BIWEEKLY	10961.54	10961.54
		ANNUAL	285000.14	285000.14
City Surveyor	5110	M34	Lower	Upper
		Hourly	33.6963	56.1663
		BIWEEKLY	2695.70	4493.30
		ANNUAL	70088.30	116825.90
City Treasurer*	7305	E03	Lower	Upper
(Effective until November 2020 Election		Hourly	55.1235	75.7947
Certification)		BIWEEKLY	4409.88	6063.58
		ANNUAL	114656.88	157652.98
City Treasurer*	7305	BIWEEKLY	785.08	
(Effective after November 2020 Election		ANNUAL	20412.08	
Certification)				

Civil Engineer	5132	A98	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	39.0738	41.0275	43.0788	45.2328	47.4945	49.8691	52.3627	54.9807	57.7297	60.6163
		BIWEEKLY	3125.90	3282.20	3446.30	3618.62	3799.56	3989.53	4189.02	4398.46	4618.38	4849.30
		ANNUAL	81273.50	85337.20	89603.90	94084.22	98788.56	103727.73	108914.42	114359.86	120077.78	126081.90

Code Compliance Inspector I	13232	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	25.7157	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612		
		BIWEEKLY	2057.26	2162.22	2272.49	2388.44	2510.26	2638.30	2772.90		
		ANNUAL	53488.66	56217.62	59084.69	62099.44	65266.86	68595.90	72095.30		
Code Compliance Inspector II	13233	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874		
		BIWEEKLY	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99		
		ANNUAL	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79		
Code Compliance Manager	13240	M40	Lower	Upper							
		Hourly	35.7924	59.5203							
		BIWEEKLY	2863.39	4761.62							
		ANNUAL	74448.19	123802.22							
Communications Coordinator	14145	M14	Lower	Upper							
		Hourly	27.1134	45.6337							
		BIWEEKLY	2169.07	3650.70							
		ANNUAL	56395.87	94918.10							
Communications & Marketing Manager	2121	M51	Lower	Upper							
		Hourly	38.7443	64.2471							
		BIWEEKLY	3099.54	5139.77							
		ANNUAL	80588.14	133633.97							
Community Affairs Manager	14126	M38	Lower	Upper							
		Hourly	35.1170	58.4394							
		BIWEEKLY	2809.36	4675.15							
		ANNUAL	73043.36	121553.95							
Community Development Director	4520	E09	Lower	Upper							
		Hourly	74.0128	101.7678							
		BIWEEKLY	5921.02	8141.42							
		ANNUAL	153946.62	211677.02							
Community Paramedic	14318	BCE 62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	18.6097	19.5587	20.5570	21.6053	22.7075	23.8657	25.0829		
		BIWEEKLY	1488.78	1564.70	1644.56	1728.42	1816.60	1909.26	2006.63		
		ANNUAL	38708.18	40682.10	42758.56	44939.02	47231.60	49640.66	52172.43		
Community Service Officer	14200	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9049	20.9002	21.9451	23.0424	24.1947	25.4043	26.6745	28.0082	29.4088	30.8792
		BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34
		ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74
Community Services Manager	15124	M29	Lower	Upper							
		Hourly	32.4264	54.1342							
		BIWEEKLY	2594.11	4330.74							
		ANNUAL	67446.91	112599.14							
Compliance Services Manager	9214	M29	Lower	Upper							
		Hourly	32.4264	54.1342							
		BIWEEKLY	2594.11	4330.74							
		ANNUAL	67446.91	112599.14							
Computer Network Engineer I	3119	A32	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.6347	20.6165	21.6471	22.7294	23.866	25.0593	26.3124	27.628	29.0093	30.4598
		BIWEEKLY	1570.78	1649.32	1731.77	1818.35	1909.28	2004.74	2104.99	2210.24	2320.74	2436.78
		ANNUAL	40840.18	42882.32	45025.97	47277.15	49641.28	52123.34	54729.79	57466.24	60339.34	63356.38
Computer Network Engineer II	3118	A49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	23.0996	24.2546	25.4675	26.7408	28.0779	29.4818	30.9559	32.5036	34.129	35.8353
		BIWEEKLY	1847.97	1940.37	2037.40	2139.26	2246.23	2358.54	2476.47	2600.29	2730.32	2866.82
		ANNUAL	48047.17	50449.57	52972.40	55620.86	58402.03	61322.14	64388.27	67607.49	70988.32	74537.42
Computer Network Engineer III	3117	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7194	29.1055	30.5607	32.0887	33.6932	35.3779	37.1469	39.0041	40.9543	43.0020
		BIWEEKLY	2217.55	2328.44	2444.86	2567.10	2695.46	2830.23	2971.75	3120.33	3276.34	3440.16
		ANNUAL	57656.35	60539.44	63566.26	66744.50	70081.86	73586.03	77265.55	81128.53	85184.94	89444.16
Computer Operator	3121	A49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	23.0996	24.2546	25.4675	26.7408	28.0779	29.4818	30.9559	32.5036	34.129	35.8353
		BIWEEKLY	1847.97	1940.37	2037.40	2139.26	2246.23	2358.54	2476.47	2600.29	2730.32	2866.82
		ANNUAL	48047.17	50449.57	52972.40	55620.86	58402.03	61322.14	64388.27	67607.49	70988.32	74537.42
Construction & Maint. Engineer	17117	M66	Lower	Upper							
		Hourly	42.8461	70.8057							
		BIWEEKLY	3427.688	5664.456							
		ANNUAL	89119.888	147275.856							
Construction Inspector I	13202	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	27.9857	29.4133	30.9138	32.4906	34.1482	35.8898	37.7204		
		BIWEEKLY	2238.86	2353.06	2473.10	2599.25	2731.86	2871.18	3017.63		
		ANNUAL	58210.26	61179.66	64300.70	67580.45	71028.26	74650.78	78458.43		

Construction Inspector II	13204	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670			
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36			
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36			
Construction Project Coordinator	13226	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.1926	26.4523	27.7748	29.1637	30.6217	32.1529	33.7606	35.4486	37.2211	39.0821
		BIWEEKLY	2015.41	2116.18	2221.98	2333.10	2449.74	2572.23	2700.85	2835.89	2977.69	3126.57
		ANNUAL	52400.61	55020.78	57771.58	60660.50	63693.14	66878.03	70222.05	73733.09	77419.89	81290.77
Construction Project Manager	13227	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Consultant			Lower	Upper								
		Hourly	25	100								
		BIWEEKLY	2000	8000								
		ANNUAL	52000	208000								
Container Service Worker	16111	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464			
		BIWEEKLY	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71			
		ANNUAL	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51			
Controller	7211	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Crime Analysis Data Technician	14121	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9049	20.9002	21.9451	23.0424	24.1947	25.4043	26.6745	28.0082	29.4088	30.8792
		BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34
		ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74
Crime Analyst I	14120	A48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.9673	24.1156	25.3214	26.5876	27.9169	29.3128	30.7784	32.3173	33.9332	35.6300
		BIWEEKLY	1837.38	1929.25	2025.71	2127.01	2233.35	2345.02	2462.27	2585.38	2714.66	2850.40
		ANNUAL	47771.98	50160.45	52668.51	55302.21	58067.15	60970.62	64019.07	67219.98	70581.06	74110.40
Crime Analyst II	14123	A64	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.5192	26.7953	28.1351	29.5419	31.019	32.5699	34.1985	35.9085	37.7039	39.5891
		BIWEEKLY	2041.54	2143.62	2250.81	2363.35	2481.52	2605.59	2735.88	2872.68	3016.31	3167.13
		ANNUAL	53079.94	55734.22	58521.01	61447.15	64519.52	67745.39	71132.88	74689.68	78424.11	82345.33
Crossing Guard	14102	A00	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	9.3612	9.8294	10.3209	10.837	11.3786	11.9476	12.5451	13.1724	13.8308	14.5223
		BIWEEKLY	748.90	786.35	825.67	866.96	910.29	955.81	1003.61	1053.79	1106.46	1161.78
		ANNUAL	19471.30	20445.15	21467.47	22540.96	23667.49	24851.01	26093.81	27398.59	28768.06	30206.38
Cultural & Comm. Srvcs. Asst. Director	10133	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Cultural & Comm. Srvcs. Director	10132	E06	Lower	Upper								
		Hourly	63.2050	86.9068								
		BIWEEKLY	5056.40	6952.54								
		ANNUAL	131466.40	180766.14								
CUPA Manager	14310	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Custodial Supervisor	6120	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Custodian	6114	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	15.9508	16.7642	17.6195	18.5181	19.4627	20.4558	21.4989			
		BIWEEKLY	1276.06	1341.14	1409.56	1481.45	1557.02	1636.46	1719.91			
		ANNUAL	33177.66	34869.54	36648.56	38517.65	40482.42	42548.06	44717.71			
Customer Service Acct Tech	7141	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.4467	23.569	24.7473	25.9849	27.2841	28.6483	30.0807	31.5849	33.1641	34.8221
		BIWEEKLY	1795.74	1885.52	1979.78	2078.79	2182.73	2291.86	2406.46	2526.79	2653.13	2785.77
		ANNUAL	46689.14	49023.52	51474.38	54048.59	56750.93	59588.46	62567.86	65696.59	68981.33	72429.97
Customer Service Rep I	7138	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18

Customer Service Rep II	7139	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.9672	17.8156	18.7063	19.6418	20.6238	21.6551	22.7378	23.8746	25.0684	26.3218
		BIWEEKLY	1357.38	1425.25	1496.50	1571.34	1649.90	1732.41	1819.02	1909.97	2005.47	2105.74
		ANNUAL	35291.78	37056.45	38909.10	40854.94	42897.50	45042.61	47294.62	49659.17	52142.27	54749.34
Cyber Security Officer	3122	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Data Entry Operator I	6110	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18
Data Entry Operator II	11114	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.9672	17.8156	18.7063	19.6418	20.6238	21.6551	22.7378	23.8746	25.0684	26.3218
		BIWEEKLY	1357.38	1425.25	1496.50	1571.34	1649.90	1732.41	1819.02	1909.97	2005.47	2105.74
		ANNUAL	35291.78	37056.45	38909.10	40854.94	42897.50	45042.61	47294.62	49659.17	52142.27	54749.34
Deputy Building Official	13213	M74	Lower	Upper								
		Hourly	45.0287	74.2983								
		BIWEEKLY	3602.30	5943.86								
		ANNUAL	93659.70	154540.46								
Deputy City Attorney I	1306	M48	Lower	Upper								
		Hourly	37.9013	62.8938								
		BIWEEKLY	3032.10	5031.50								
		ANNUAL	78834.70	130819.10								
Deputy City Attorney II	1308	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Deputy City Manager	7219	E08	Lower	Upper								
		Hourly	70.5239	96.9705								
		BIWEEKLY	5641.91	7757.64								
		ANNUAL	146689.71	201698.64								
Deputy Housing Director	9160	M66	Lower	Upper								
		Hourly	42.8461	70.8057								
		BIWEEKLY	3427.69	5664.46								
		ANNUAL	89119.89	147275.86								
Design & Construction Srvcs Mngr	4542	M83	Lower	Upper								
		Hourly	48.6327	80.0676								
		BIWEEKLY	3890.62	6405.41								
		ANNUAL	101156.02	166540.61								
Development Services Director	4525	E09	Lower	Upper								
		Hourly	74.0128	101.7678								
		BIWEEKLY	5921.02	8141.42								
		ANNUAL	153946.62	211677.02								
Development Services Manager	4517	M87	Lower	Upper								
		Hourly	51.7833	85.1051								
		BIWEEKLY	4142.66	6808.41								
		ANNUAL	107709.26	177018.61								
Director of Housing & Redevelopment	9213	E82	Lower	Upper								
		Hourly	63.8399	110.4510								
		BIWEEKLY	5107.19	8836.08								
		ANNUAL	132786.99	229738.08								
Disaster Preparedness Coordinator	14315	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Downtown Revitalization Manager	7203	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Draft/Graph Technician II	5114	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.4156	25.6367	26.9185	28.2644	29.6776	31.1615	32.7195	34.3556	36.0734	37.877
		BIWEEKLY	1953.25	2050.94	2153.48	2261.15	2374.21	2492.92	2617.56	2748.45	2885.87	3030.16
		ANNUAL	50784.45	53324.34	55990.48	58789.95	61729.41	64815.92	68056.56	71459.65	75032.67	78784.16
Economic Development Manager	14316	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								

Electrical Inspector	13201	BIO 126.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	34.8343	36.6117	38.4792	40.4416	42.5046	44.6722	46.9507
		BIWEEKLY	2786.74	2928.94	3078.34	3235.33	3400.37	3573.78	3756.06
		ANNUAL	72455.34	76152.34	80036.74	84118.53	88409.57	92918.18	97657.46
Electrician/Instrumentation Tech	19163	BHF 112.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	30.2292	31.7716	33.3918	35.0952	36.8849	38.7667	40.7447
		BIWEEKLY	2418.34	2541.73	2671.34	2807.62	2950.79	3101.34	3259.58
		ANNUAL	62876.74	66084.93	69454.94	72998.02	76720.59	80634.74	84748.98
Emergency Med. Srvcs. Coord	14312	M44	Lower	Upper					
		Hourly	36.9014	61.2949					
		BIWEEKLY	2952.11	4903.59					
		ANNUAL	76754.91	127493.39					
Emergency Services Manager	14316	M44	Lower	Upper					
		Hourly	36.9014	61.2949					
		BIWEEKLY	2952.11	4903.59					
		ANNUAL	76754.91	127493.39					

Engineer	5133	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	37.7713	39.66	41.6429	43.7251	45.9115	48.2068	50.6172	53.1481	55.8056	58.5958
		BIWEEKLY	3021.70	3172.80	3331.43	3498.01	3672.92	3856.54	4049.38	4251.85	4464.45	4687.66
		ANNUAL	78564.30	82492.80	86617.23	90948.21	95495.92	100270.14	105283.78	110548.05	116075.65	121879.26
Engineer Technician I	5115	A41	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	21.9742	23.0729	24.2265	25.4378	26.7097	28.0452	29.4474	30.9196	32.4657	34.089
		BIWEEKLY	1757.94	1845.83	1938.12	2035.02	2136.78	2243.62	2355.79	2473.57	2597.26	2727.12
		ANNUAL	45706.34	47991.63	50391.12	52910.62	55556.18	58334.02	61250.59	64312.77	67528.66	70905.12
Engineering Tech II	5120	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.4156	25.6367	26.9185	28.2644	29.6776	31.1615	32.7195	34.3556	36.0734	37.8770
		BIWEEKLY	1953.25	2050.94	2153.48	2261.15	2374.21	2492.92	2617.56	2748.45	2885.87	3030.16
		ANNUAL	50784.45	53324.34	55990.48	58789.95	61729.41	64815.92	68056.56	71459.65	75032.67	78784.16
Engineering Technician I/Survey Crew	5516	A41	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	21.9742	23.0729	24.2265	25.4378	26.7097	28.0452	29.4474	30.9196	32.4657	34.089
		BIWEEKLY	1757.94	1845.83	1938.12	2035.02	2136.78	2243.62	2355.79	2473.57	2597.26	2727.12
		ANNUAL	45706.34	47991.63	50391.12	52910.62	55556.18	58334.02	61250.59	64312.77	67528.66	70905.12
Engineering Technician II/Survey Crew	5519	A57	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.4156	25.6367	26.9185	28.2644	29.6776	31.1615	32.7195	34.3556	36.0734	37.8770
		BIWEEKLY	1953.25	2050.94	2153.48	2261.15	2374.21	2492.92	2617.56	2748.45	2885.87	3030.16
		ANNUAL	50784.45	53324.34	55990.48	58789.95	61729.41	64815.92	68056.56	71459.65	75032.67	78784.16

Environmental Resources Division Mgr	16121	M87	Lower	Upper
		Hourly	51.7833	85.1051
		BIWEEKLY	4142.66	6808.41
		ANNUAL	107709.26	177018.61
Environmental Resources/ MRF Manager	16129	M87	Lower	Upper
		Hourly	51.7833	85.1051
		BIWEEKLY	4142.66	6808.41
		ANNUAL	107709.26	177018.61
Environmental Resources Supervisor	16122	M19	Lower	Upper
		Hourly	28.7197	48.2037
		BIWEEKLY	2297.58	3856.30
		ANNUAL	59736.98	100263.70

Equipment Operator	17202	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57

Event Attendant I	6102	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Event Attendant II	6104	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.0826	20.0367	21.0386	22.0905	23.195	24.3548	25.5725	26.8512	28.1938	29.6034
		BIWEEKLY	1526.61	1602.94	1683.09	1767.24	1855.60	1948.38	2045.80	2148.10	2255.50	2368.27
		ANNUAL	39691.81	41676.34	43760.29	45948.24	48245.60	50657.98	53190.80	55850.50	58643.10	61575.07
Event Attendant III	6108	A36	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	20.1540	21.1618	22.2199	23.3309	24.4975	25.7222	27.0083	28.3588	29.7768	31.2656
		BIWEEKLY	1612.32	1692.94	1777.59	1866.47	1959.80	2057.78	2160.66	2268.70	2382.14	2501.25
		ANNUAL	41920.32	44016.54	46217.39	48528.27	50954.80	53502.18	56177.26	58986.30	61935.74	65032.45
Event Coordinator	6111	A46	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.6732	23.807	24.9971	26.2472	27.5595	28.9374	30.3842	31.9035	33.4988	35.1736
		BIWEEKLY	1813.86	1904.56	1999.77	2099.78	2204.76	2314.99	2430.74	2552.28	2679.90	2813.89
		ANNUAL	47160.26	49518.56	51993.97	54594.18	57323.76	60189.79	63199.14	66359.28	69677.50	73161.09

Evidence Technician I	14161	A53	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	23.7328	24.9196	26.1655	27.4739	28.8474	30.2899	31.8044	33.3947	35.0644	36.8176		
		BIWEEKLY	1898.62	1993.57	2093.24	2197.91	2307.79	2423.19	2544.35	2671.58	2805.15	2945.41		
		ANNUAL	49364.22	51832.77	54424.24	57145.71	60002.59	63002.99	66153.15	69460.98	72933.95	76580.61		
Evidence Technician II	14163	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	26.2848	27.5991	28.9791	30.4280	31.9494	33.5469	35.2242	36.9854	38.8348	40.7765		
		BIWEEKLY	2102.78	2207.93	2318.33	2434.24	2555.95	2683.75	2817.94	2958.83	3106.78	3262.12		
		ANNUAL	54672.38	57406.13	60276.53	63290.24	66454.75	69777.55	73266.34	76929.63	80776.38	84815.12		
Executive Assistant I	11174	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	29.4121	30.8827	32.4270	34.0483	35.7506	37.5380	39.4150	41.3859	43.4551	45.6279	47.9093	50.3048
		BIWEEKLY	2352.97	2470.62	2594.16	2723.87	2860.05	3003.04	3153.20	3310.87	3476.41	3650.23	3832.75	4024.38
		ANNUAL	61177.09	64236.01	67448.24	70820.51	74361.30	78079.11	81983.27	86082.70	90386.55	94906.10	99651.37	104633.98
Executive Assistant II	11177	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	30.8827	32.4269	34.0482	35.7506	37.5380	39.4150	41.3858	43.4551	45.6278	47.9092	50.3046	52.8199
		BIWEEKLY	2470.62	2594.15	2723.86	2860.05	3003.04	3153.20	3310.86	3476.41	3650.23	3832.74	4024.37	4225.59
		ANNUAL	64236.01	67448.02	70820.29	74361.30	78079.11	81983.27	86082.49	90386.55	94905.88	99651.16	104633.67	109865.39
Facilities Maint Supervisor	6159	M19	Lower	Upper										
		Hourly	28.7197	48.2037										
		BIWEEKLY	2297.58	3856.30										
		ANNUAL	59736.98	100263.70										
Facilities Maint Worker I	6126	BCE 62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	18.6097	19.5587	20.5570	21.6053	22.7075	23.8657	25.0829					
		BIWEEKLY	1488.78	1564.70	1644.56	1728.42	1816.60	1909.26	2006.63					
		ANNUAL	38708.18	40682.10	42758.56	44939.02	47231.60	49640.66	52172.43					
Facilities Maint Worker II	6129	BDE 72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	20.2531	21.2858	22.3719	23.5131	24.7123	25.9730	27.2979					
		BIWEEKLY	1620.25	1702.86	1789.75	1881.05	1976.98	2077.84	2183.83					
		ANNUAL	42126.45	44274.46	46533.55	48907.25	51401.58	54023.84	56779.63					
Financial Analyst I	7126	M14	Lower	Upper										
		Hourly	27.1134	45.6337										
		BIWEEKLY	2169.07	3650.70										
		ANNUAL	56395.87	94918.10										
Financial Analyst II	7129	M22	Lower	Upper										
		Hourly	29.8068	49.9431										
		BIWEEKLY	2384.54	3995.45										
		ANNUAL	61998.14	103881.65										
Financial Analyst III	7132	M29	Lower	Upper										
		Hourly	32.4264	54.1342										
		BIWEEKLY	2594.11	4330.74										
		ANNUAL	67446.91	112599.14										
Financial Services Manager	7204	M62	Lower	Upper										
		Hourly	41.6902	72.1345										
		BIWEEKLY	3335.22	5770.76										
		ANNUAL	86715.62	150039.76										
Fire Captain	14311	FC1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	40.9783	43.0681	45.2643	47.5731	49.9992	52.5493						
		BIWEEKLY	3278.26	3445.45	3621.14	3805.85	3999.94	4203.94						
		ANNUAL	85234.86	89581.65	94149.74	98952.05	103998.34	109302.54						
Fire Captain (Shift)	14311	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	3445.36	3621.08	3805.75	3999.89	4203.89						
		ANNUAL	85232.49	89579.24	94148.16	98949.47	103997.13	109301.05						
Fire Chief	14320	E10	Lower	Upper										
		Hourly	78.1864	107.5065										
		BIWEEKLY	6254.91	8600.52										
		ANNUAL	162627.71	223613.52										
Fire Engineer	14305	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352						
		BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82						
		ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22						
Fire Engineer (Shift)	14305	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	25.1399	26.4217	27.7694	29.186	30.6747	32.2395						
		BIWEEKLY	2815.67	2959.23	3110.17	3268.83	3435.57	3610.82						
		ANNUAL	73207.39	76939.99	80864.49	84989.63	89324.73	93881.42						
Fire Environmental Specialist I	14303	FA1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	30.8862	32.4613	34.1176	35.8577	37.6864	39.6083						
		BIWEEKLY	2470.90	2596.90	2729.41	2868.62	3014.91	3168.66						
		ANNUAL	64243.30	67519.50	70964.61	74584.02	78387.71	82385.26						

Fire Environmental Specialist II	14304	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
		Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352			
		BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82			
		ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22			
Fire Inspector/Investigator	14308	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
		Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352			
		BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82			
		ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22			
Fire Inspector/Investigator (Shift)	14308	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
		Hourly	25.1399	26.4217	27.7694	29.186	30.6747	32.2395			
		BIWEEKLY	2815.67	2959.23	3110.17	3268.83	3435.57	3610.82			
		ANNUAL	73207.39	76939.99	80864.49	84989.63	89324.73	93881.42			
Fire Inspector I (non-sworn)	14306	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	25.7157	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612		
		BIWEEKLY	2057.26	2162.22	2272.49	2388.44	2510.26	2638.30	2772.90		
		ANNUAL	53488.66	56217.62	59084.69	62099.44	65266.86	68595.90	72095.30		
Fire Inspector II (non-sworn)	14307	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874		
		BIWEEKLY	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99		
		ANNUAL	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79		
Firefighter (Shift)	14302	FD2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
		Hourly	22.0617	23.1866	24.3694	25.613	26.9195	28.2918			
		BIWEEKLY	2470.91	2596.90	2729.37	2868.66	3014.98	3168.68			
		ANNUAL	64243.67	67519.38	70963.69	74585.06	78389.58	82385.72			
		X50	Step 1								
Firefighter Trainee &	14300	Hourly	24.9865								
Firefighter Trainee Limited Term	14301	BIWEEKLY	1998.92								
		ANNUAL	51971.92								
Fleet Services Maint Worker	17205	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	18.4254	19.3653	20.3534	21.3913	22.4827	23.6295	24.8348		
		BIWEEKLY	1474.03	1549.22	1628.27	1711.30	1798.62	1890.36	1986.78		
		ANNUAL	38324.83	40279.82	42335.07	44493.90	46764.02	49149.36	51656.38		
Fleet Services Manager	17219	M44	Lower	Upper							
		Hourly	36.9014	61.2949							
		BIWEEKLY	2952.11	4903.59							
		ANNUAL	76754.91	127493.39							
Fleet Service Mechanic I	17207	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114		
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91		
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71		
Fleet Services Mechanic II	17209	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329		
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63		
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43		
Fleet Services Mechanic Supervisor	17212	M16	Lower	Upper							
		Hourly	27.5444	47.5093							
		BIWEEKLY	2203.55	3800.74							
		ANNUAL	57292.35	98819.34							
Fleet Services Operations Manager	17215	M19	Lower	Upper							
		Hourly	28.7197	48.2037							
		BIWEEKLY	2297.58	3856.30							
		ANNUAL	59736.98	100263.70							
Geograph Info Systems Tech I	5117	A50	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	23.1952	24.3549	25.5727	26.8513	28.1939	29.6036	31.0838	32.6379	34.2699	35.9834
		BIWEEKLY	1855.61	1948.39	2045.82	2148.11	2255.51	2368.29	2486.70	2611.03	2741.59	2878.67
		ANNUAL	48245.99	50658.24	53191.26	55850.74	58643.22	61575.47	64654.23	67886.90	71281.29	74845.42
Geograph Info Systems Tech II	5118	A70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	26.4522	27.7747	29.1634	30.6215	32.1525	33.7602	35.4481	37.2207	39.0817	41.0358
		BIWEEKLY	2116.18	2221.98	2333.07	2449.72	2572.20	2700.82	2835.85	2977.66	3126.54	3282.86
		ANNUAL	55020.58	57771.38	60659.87	63692.72	66877.20	70221.22	73732.05	77419.06	81289.94	85354.46
Geograph Info Systems Tech III	1528	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7194	29.1055	30.5607	32.0887	33.6932	35.3779	37.1469	39.0041	40.9543	43.0020
		BIWEEKLY	2217.55	2328.44	2444.86	2567.10	2695.46	2830.23	2971.75	3120.33	3276.34	3440.16
		ANNUAL	57656.35	60539.44	63566.26	66744.50	70081.86	73586.03	77265.55	81128.53	85184.94	89444.16
Graffiti Action Coordinator	15201	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114		
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91		
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71		

Grants Coordinator	7134	M36	Lower	Upper								
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								
Grants Specialist I	7124	A63	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.2526	26.5155	27.8411	29.2332	30.6948	32.2297	33.8412	35.5332	37.3098	39.1752
		BIWEEKLY	2020.21	2121.24	2227.29	2338.66	2455.58	2578.38	2707.30	2842.66	2984.78	3134.02
		ANNUAL	52525.41	55152.24	57909.49	60805.06	63845.18	67037.78	70389.70	73909.06	77604.38	81484.42
Grants Specialist II	7125	A80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	28.0587	29.4615	30.9347	32.4814	34.1055	35.8108	37.6013	39.4815	41.4554	43.5283
		BIWEEKLY	2244.70	2356.92	2474.78	2598.51	2728.44	2864.86	3008.10	3158.52	3316.43	3482.26
		ANNUAL	58362.10	61279.92	64344.18	67561.31	70939.44	74486.46	78210.70	82121.52	86227.23	90538.86
Groundsworker I	15202	BCA 60	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.2433	19.1738	20.1520	21.1795	22.2601	23.3958	24.5888			
		BIWEEKLY	1459.46	1533.90	1612.16	1694.36	1780.81	1871.66	1967.10			
		ANNUAL	37946.06	39881.50	41916.16	44053.36	46301.01	48663.26	51144.70			
Groundsworker II	15205	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.8542	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600			
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80			
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80			
Health, Safety & Training Officer	19177	M26	Lower	Upper								
		Hourly	31.4788	52.6187								
		BIWEEKLY	2518.30	4209.50								
		ANNUAL	65475.90	109446.90								
Homeless Assistance Prog Coord	9150	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Housing Contract Admin	9112	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.1926	26.4523	27.7748	29.1637	30.6217	32.1529	33.7606	35.4486	37.2211	39.0821
		BIWEEKLY	2015.41	2116.18	2221.98	2333.10	2449.74	2572.23	2700.85	2835.89	2977.69	3126.57
		ANNUAL	52400.61	55020.78	57771.58	60660.50	63693.14	66878.03	70222.05	73733.09	77419.89	81290.77
Housing Engineer	5127	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	31.8681	33.4614	35.1344	36.891	38.7357	40.6724	42.7061	44.8414	47.0835	49.4374
		BIWEEKLY	2549.45	2676.91	2810.75	2951.28	3098.86	3253.79	3416.49	3587.31	3766.68	3954.99
		ANNUAL	66285.65	69599.71	73079.55	76733.28	80570.26	84598.59	88828.69	93270.11	97933.68	102829.79
Housing Financial Officer	9159	M48	Lower	Upper								
		Hourly	37.9013	62.8938								
		BIWEEKLY	3032.10	5031.50								
		ANNUAL	78834.70	130819.10								
Housing Inspector	9114	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671			
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37			
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57			
Housing Maint. Superintendent	9123	M38	Lower	Upper								
		Hourly	35.1170	58.4394								
		BIWEEKLY	2809.36	4675.15								
		ANNUAL	73043.36	121553.95								
Housing Maintenance Supervisor	9121	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Housing Modernization Super.	9118	M38	Lower	Upper								
		Hourly	35.1170	58.4394								
		BIWEEKLY	2809.36	4675.15								
		ANNUAL	73043.36	121553.95								
Housing Program Supervisor	9132	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Housing Programs Manager	9208	M51	Lower	Upper								
		Hourly	38.7443	64.2471								
		BIWEEKLY	3099.54	5139.77								
		ANNUAL	80588.14	133633.97								
Housing Rehab. Prog Manager	9202	M38	Lower	Upper								
		Hourly	35.1170	58.4394								
		BIWEEKLY	2809.36	4471.90								
		ANNUAL	73043.36	116269.50								

Housing Specialist I	9105	A44	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	22.3796	23.4987	24.6736	25.9073	27.2027	28.5628	29.9911	31.4905	33.0651	34.7185	
		BIWEEKLY	1790.37	1879.90	1973.89	2072.58	2176.22	2285.02	2399.29	2519.24	2645.21	2777.48	
		ANNUAL	46549.57	48877.30	51321.09	53887.18	56581.62	59410.62	62381.49	65500.24	68775.41	72214.48	
Housing Specialist II	9108	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	24.8666	26.1099	27.4154	28.7861	30.2255	31.7367	33.3235	34.9898	36.7392	38.5762	
		BIWEEKLY	1989.33	2088.79	2193.23	2302.89	2418.04	2538.94	2665.88	2799.18	2939.14	3086.10	
		ANNUAL	51722.53	54308.59	57024.03	59875.09	62869.04	66012.34	69312.88	72778.78	76417.54	80238.50	
Housing Specialist Trainee	9102	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	19.8933	20.8879	21.9324	23.0287	24.1803	25.3895	26.6589	27.9918	29.3913	30.861	
		BIWEEKLY	1591.46	1671.03	1754.59	1842.30	1934.42	2031.16	2132.71	2239.34	2351.30	2468.88	
		ANNUAL	41378.06	43446.83	45619.39	47899.70	50295.02	52810.16	55450.51	58222.94	61133.90	64190.88	
Human Resources Analyst I	12105	M14	Lower	Upper									
		Hourly	27.1134	45.6337									
		BIWEEKLY	2169.07	3650.70									
		ANNUAL	56395.87	94918.10									
Human Resources Analyst II	12107	M22	Lower	Upper									
		Hourly	29.8068	49.9431									
		BIWEEKLY	2384.54	3995.45									
		ANNUAL	61998.14	103881.65									
Human Resources Director	12120	E08	Lower	Upper									
		Hourly	70.5239	96.9705									
		BIWEEKLY	5641.91	7757.64									
		ANNUAL	146689.71	201698.64									
Human Resources Manager	12118	M62	Lower	Upper									
		Hourly	41.6902	72.1345									
		BIWEEKLY	3335.22	5770.76									
		ANNUAL	86715.62	150039.76									
Human Resources Technician	12102	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	26.7384	28.0752	29.4791	30.9531	32.5007	34.1257	35.8320	37.6234	39.5048	41.4801	43.5542	45.7316
		BIWEEKLY	2139.07	2246.02	2358.33	2476.24	2600.06	2730.05	2866.56	3009.88	3160.39	3318.41	3484.33	3658.53
		ANNUAL	55615.93	58396.51	61316.48	64382.36	67601.54	70981.42	74530.48	78256.77	82170.06	86278.63	90592.69	95121.82
HVAC Technician	6150	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291				
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33				
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53				
Information Technology Director	3102	E08	Lower	Upper									
		Hourly	70.5239	96.9705									
		BIWEEKLY	5641.91	7757.64									
		ANNUAL	146689.71	201698.64									
Information Technology Manager	3101	M62	Lower	Upper									
		Hourly	41.6902	72.1345									
		BIWEEKLY	3335.22	5770.76									
		ANNUAL	86715.62	150039.76									
Instrumentation Technician	19162	BHF 112.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7				
		Hourly	30.2292	31.7716	33.3918	35.0952	36.8849	38.7667	40.7447				
		BIWEEKLY	2418.34	2541.73	2671.34	2807.62	2950.79	3101.34	3259.58				
		ANNUAL	62876.74	66084.93	69454.94	72998.02	76720.59	80634.74	84748.98				
Intern - Extra Help			Lower	Upper									
	31516	Hourly	15	30									
		BIWEEKLY	1200.00	2400.00									
		ANNUAL	31200.00	62400.00									
Junior Civil Engineer	5126	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	31.8681	33.4614	35.1344	36.891	38.7357	40.6724	42.7061	44.8414	47.0835	49.4374	
		BIWEEKLY	2549.45	2676.91	2810.75	2951.28	3098.86	3253.79	3416.49	3587.31	3766.68	3954.99	
		ANNUAL	66285.65	69599.71	73079.55	76733.28	80570.26	84598.59	88828.69	93270.11	97933.68	102829.79	
Junior Plan Check Engineer	13245	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	31.8681	33.4614	35.1344	36.891	38.7357	40.6724	42.7061	44.8414	47.0835	49.4374	
		BIWEEKLY	2549.45	2676.91	2810.75	2951.28	3098.86	3253.79	3416.49	3587.31	3766.68	3954.99	
		ANNUAL	66285.65	69599.71	73079.55	76733.28	80570.26	84598.59	88828.69	93270.11	97933.68	102829.79	
Laboratory Assistant	20128	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
		Hourly	21.9559	23.0537	24.2064	25.4168	26.6875	28.0221	29.423	30.8942	32.439	34.0609	
		BIWEEKLY	1756.47	1844.30	1936.51	2033.34	2135.00	2241.77	2353.84	2471.54	2595.12	2724.87	
		ANNUAL	45668.27	47951.70	50349.31	52866.94	55510.00	58285.97	61199.84	64259.94	67473.12	70846.67	
Laboratory Supervisor	20127	M26	Lower	Upper									
		Hourly	31.4788	52.6187									
		BIWEEKLY	2518.30	4209.50									
		ANNUAL	65475.90	109446.90									

Laboratory Technician	20129	A56	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.3800	25.5990	26.8789	28.2230	29.6340	31.1156	32.6715	34.3050	36.0202	37.8213
		BIWEEKLY	1950.40	2047.92	2150.31	2257.84	2370.72	2489.25	2613.72	2744.40	2881.62	3025.70
		ANNUAL	50710.40	53245.92	55908.11	58703.84	61638.72	64720.45	67956.72	71354.40	74922.02	78668.30
Landscape Inspector I	15221	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.8542	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600			
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80			
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80			
Landscape Inspector II	15522	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595			
		BIWEEKLY	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76			
		ANNUAL	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76			
Law Office Manager	1310	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Librarian I	10120	A47	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.6946	23.8295	25.021	26.2719	27.5855	28.9648	30.413	31.9336	33.5303	35.2068
		BIWEEKLY	1815.57	1906.36	2001.68	2101.75	2206.84	2317.18	2433.04	2554.69	2682.42	2816.54
		ANNUAL	47204.77	49565.36	52043.68	54645.55	57377.84	60246.78	63259.04	66421.89	69743.02	73230.14
Librarian II	10123	A62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.2163	26.4771	27.801	29.191	30.6505	32.1831	33.7923	35.4818	37.2558	39.1186
		BIWEEKLY	2017.30	2118.17	2224.08	2335.28	2452.04	2574.65	2703.38	2838.54	2980.46	3129.49
		ANNUAL	52449.90	55072.37	57826.08	60717.28	63753.04	66940.85	70287.98	73802.14	77492.06	81366.69
Librarian III	10125	A79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7377	29.1246	30.5809	32.1099	33.7154	35.4013	37.1714	39.0299	40.9814	43.0304
		BIWEEKLY	2219.02	2329.97	2446.47	2568.79	2697.23	2832.10	2973.71	3122.39	3278.51	3442.43
		ANNUAL	57694.42	60579.17	63608.27	66788.59	70128.03	73634.70	77316.51	81182.19	85241.31	89503.23
Library Aide I	10128	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.4321	16.2037	17.0138	17.8646	18.7579	19.6959	20.6805	21.7146	22.8001	23.9403
		BIWEEKLY	1234.57	1296.30	1361.10	1429.17	1500.63	1575.67	1654.44	1737.17	1824.01	1915.22
		ANNUAL	32098.77	33703.70	35388.70	37158.37	39016.43	40967.47	43015.44	45166.37	47424.21	49795.82
Library Aide II	10111	A21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.0917	17.9462	18.8435	19.7857	20.7749	21.8137	22.9045	24.0496	25.2521	26.5148
		BIWEEKLY	1367.34	1435.70	1507.48	1582.86	1661.99	1745.10	1832.36	1923.97	2020.17	2121.18
		ANNUAL	35550.74	37328.10	39194.48	41154.26	43211.79	45372.50	47641.36	50023.17	52524.37	55150.78
Library Aide III	10114	A28	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	18.7509	19.6885	20.6728	21.7065	22.8159	23.9314	25.1281	26.3844	27.7037	29.0889
		BIWEEKLY	1500.07	1575.08	1653.82	1736.52	1825.27	1914.51	2010.25	2110.75	2216.30	2327.11
		ANNUAL	39001.87	40952.08	42999.42	45149.52	47457.07	49777.31	52266.45	54879.55	57623.70	60504.91
Library Circulation Supervisor	10116	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Library Monitor	10107	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	14.4782	15.2021	15.9622	16.7602	17.5984	18.4784	19.4023	20.3724	21.3908	22.4604
		BIWEEKLY	1158.26	1216.17	1276.98	1340.82	1407.87	1478.27	1552.18	1629.79	1711.26	1796.83
		ANNUAL	30114.66	31620.37	33201.38	34861.22	36604.67	38435.07	40356.78	42374.59	44492.86	46717.63
Library Page - Extra Help			Flat Range									
	31516	Hourly	15.0000									
Library Services Supervisor	10127	M26	Lower	Upper								
		Hourly	31.4788	52.6187								
		BIWEEKLY	2518.30	4209.50								
		ANNUAL	65475.90	109446.90								
Lifeguard I (EH)	31522		Lower	Upper								
		Hourly	16.0000	17.2303								
Lifeguard II (EH)	31523		Lower	Upper								
		Hourly	18.0000	19.3840								
Lifeguard, Senior (EH)	31524		Lower	Upper								
		Hourly	20.0000	21.5378								
Literacy Coordinator	10118	A47	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.6946	23.8295	25.021	26.2719	27.5855	28.9648	30.413	31.9336	33.5303	35.2068
		BIWEEKLY	1815.57	1906.36	2001.68	2101.75	2206.84	2317.18	2433.04	2554.69	2682.42	2816.54
		ANNUAL	47204.77	49565.36	52043.68	54645.55	57377.84	60246.78	63259.04	66421.89	69743.02	73230.14
Mail Clerk	11105	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.4321	16.2037	17.0138	17.8646	18.7579	19.6959	20.6805	21.7146	22.8001	23.9403
		BIWEEKLY	1234.57	1296.30	1361.10	1429.17	1500.63	1575.67	1654.44	1737.17	1824.01	1915.22
		ANNUAL	32098.77	33703.70	35388.70	37158.37	39016.43	40967.47	43015.44	45166.37	47424.21	49795.82

Maintenance Carpenter	6141	BEQ 88	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	23.7483	24.9600	26.2327	27.5709	28.9772	30.4553	32.0088		
		BIWEEKLY	1899.86	1996.80	2098.62	2205.67	2318.18	2436.42	2560.70		
		ANNUAL	49396.46	51916.80	54564.02	57347.47	60272.58	63347.02	66578.30		
Maintenance District Admin.	7130	M29	Lower	Upper							
		Hourly	32.4264	54.1342							
		BIWEEKLY	2594.11	4330.74							
		ANNUAL	67446.91	112599.14							
Maintenance Electrician	6147	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291		
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33		
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53		
Maintenance Plumber	6144	BEQ 88	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	23.7483	24.9600	26.2327	27.5709	28.9772	30.4553	32.0088		
		BIWEEKLY	1899.86	1996.80	2098.62	2205.67	2318.18	2436.42	2560.70		
		ANNUAL	49396.46	51916.80	54564.02	57347.47	60272.58	63347.02	66578.30		
Maintenance Services Manager	4543	M44	Lower	Upper							
		Hourly	36.9014	61.2949							
		BIWEEKLY	2952.11	4903.59							
		ANNUAL	76754.91	127493.39							
Maintenance Worker	6119	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
Housing Authority		Hourly	19.8542	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600		
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80		
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80		
Maintenance Worker Trainee	6123	BAK 45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	15.4816	16.2711	17.1012	17.9736	18.8905	19.8542	20.8668		
		BIWEEKLY	1238.53	1301.69	1368.10	1437.89	1511.24	1588.34	1669.34		
		ANNUAL	32201.73	33843.89	35570.50	37385.09	39292.24	41296.74	43402.94		
Management Accountant/Auditor	7136	M29	Lower	Upper							
		Hourly	32.4264	54.1342							
		BIWEEKLY	2594.11	4330.74							
		ANNUAL	67446.91	112599.14							
Management Analyst I	1544	M14	Lower	Upper							
		Hourly	27.1134	45.6337							
		BIWEEKLY	2169.07	3650.70							
		ANNUAL	56395.87	94918.10							
Management Analyst II &	1547	M22	Lower	Upper							
Management Alanlyst II Limited Term	1551	Hourly	29.8068	49.9431							
		BIWEEKLY	2384.54	3995.45							
		ANNUAL	61998.14	103881.65							
Management Analyst III	1550	M29	Lower	Upper							
		Hourly	32.4264	54.1342							
		BIWEEKLY	2594.11	4330.74							
		ANNUAL	67446.91	112599.14							
Mayor		BIWEEKLY	785.08								
		ANNUAL	20412.08								
Media & Community Rel Manager	2126	M67	Lower	Upper							
		Hourly	51.2210	77.6074							
		BIWEEKLY	4097.68	6208.59							
		ANNUAL	106539.68	161423.39							
Meter Reader	20117	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	19.8542	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600		
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80		
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80		
Meter Repair Worker	20120	BDK 75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249		
		BIWEEKLY	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99		
		ANNUAL	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79		
Missing Persons Specalist	14122	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9049	20.9002	21.9451	23.0424	24.1947	25.4043	26.6745	28.0082	29.4088	30.8792
		BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34
		ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74
MRF Dispatcher	20152	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464		
		BIWEEKLY	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71		
		ANNUAL	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51		
MRF Machinery Operator	20150	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671		
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37		
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57		

MRF Manager	16126	M44	Lower	Upper										
		Hourly	36.9014	61.2949										
		BIWEEKLY	2952.11	4903.59										
		ANNUAL	76754.91	127493.39										
MRF Mechanic	20149	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291					
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33					
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53					
Network Services Coordinator	2110	M14	Lower	Upper										
		Hourly	27.1134	45.6337										
		BIWEEKLY	2169.07	3650.70										
		ANNUAL	56395.87	94918.10										
Office Assistant I	11117	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366		
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28		
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28		
Office Assistant II	11120	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	15.4321	16.2037	17.0138	17.8646	18.7579	19.6959	20.6805	21.7146	22.8001	23.9403		
		BIWEEKLY	1234.57	1296.30	1361.10	1429.17	1500.63	1575.67	1654.44	1737.17	1824.01	1915.22		
		ANNUAL	32098.77	33703.70	35388.70	37158.37	39016.43	40967.47	43015.44	45166.37	47424.21	49795.82		
Operations Manager	20141	M32	Lower	Upper										
		Hourly	33.0358	55.1096										
		BIWEEKLY	2642.86	4408.77										
		ANNUAL	68714.46	114627.97										
Outreach/Education Specialist	16124	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	25.1926	26.4523	27.7748	29.1637	30.6217	32.1529	33.7606	35.4486	37.2211	39.0821		
		BIWEEKLY	2015.41	2116.18	2221.98	2333.10	2449.74	2572.23	2700.85	2835.89	2977.69	3126.57		
		ANNUAL	52400.61	55020.78	57771.58	60660.50	63693.14	66878.03	70222.05	73733.09	77419.89	81290.77		
Paralegal	1304	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	27.3358	28.7026	30.1377	31.6448	33.2269	34.8881	36.6327	38.4643	40.3876	42.4069	44.5271	46.7535
		BIWEEKLY	2186.86	2296.21	2411.02	2531.58	2658.15	2791.05	2930.61	3077.14	3231.01	3392.55	3562.17	3740.28
		ANNUAL	56858.46	59701.45	62686.42	65821.18	69111.97	72567.31	76195.96	80005.75	84006.21	88206.36	92616.37	97247.28
Paramedic Limited Term	14309	BCE 62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	18.6097	19.5587	20.5570	21.6053	22.7075	23.8657	25.0829					
		BIWEEKLY	1488.78	1564.70	1644.56	1728.42	1816.60	1909.26	2006.63					
		ANNUAL	38708.18	40682.10	42758.56	44939.02	47231.60	49640.66	52172.43					
Parks Maintenance Supervisor	15223	M14	Lower	Upper										
		Hourly	27.1134	45.6337										
		BIWEEKLY	2169.07	3650.70										
		ANNUAL	56395.87	94918.10										
Parks Manager	15230	M44	Lower	Upper										
		Hourly	36.9014	61.2949										
		BIWEEKLY	2952.11	4903.59										
		ANNUAL	76754.91	127493.39										
Payroll Technician	12100	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	23.3799	24.5488	25.7763	27.0652	28.4184	29.8393	31.3312	32.8979	34.5428	36.2699	38.0834	39.9877
		BIWEEKLY	1870.39	1963.91	2062.10	2165.22	2273.47	2387.14	2506.50	2631.83	2763.43	2901.59	3046.68	3199.02
		ANNUAL	48630.24	51061.58	53614.71	56295.62	59110.19	62065.74	65168.89	68427.65	71849.06	75441.39	79213.56	83174.42
Permit Coordinator	5108	M29	Lower	Upper										
		Hourly	32.4264	54.1342										
		BIWEEKLY	2594.11	4330.74										
		ANNUAL	67446.91	112599.14										
Permit Technician	5107	A55	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	24.3108	25.5263	26.8025	28.1426	29.5498	31.027	32.5785	34.2074	35.9178	37.7136		
		BIWEEKLY	1944.86	2042.10	2144.20	2251.41	2363.98	2482.16	2606.28	2736.59	2873.42	3017.09		
		ANNUAL	50566.46	53094.70	55749.20	58536.61	61463.58	64536.16	67763.28	71151.39	74709.02	78444.29		
Plan Check Engineer	13246	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	37.7713	39.66	41.6429	43.7251	45.9115	48.2068	50.6172	53.1481	55.8056	58.5958		
		BIWEEKLY	3021.70	3172.80	3331.43	3498.01	3672.92	3856.54	4049.38	4251.85	4464.45	4687.66		
		ANNUAL	78564.30	82492.80	86617.23	90948.21	95495.92	100270.14	105283.78	110548.05	116075.65	121879.26		
Planning & Envirn Srvcs Mngr	13119	M81	Lower	Upper										
		Hourly	47.0606	77.5490										
		BIWEEKLY	3764.85	6203.92										
		ANNUAL	97886.05	161301.92										
Planning & Sustainability Manager	11318	M81	Lower	Upper										
		Hourly	47.0606	77.5490										
		BIWEEKLY	3764.85	6203.92										
		ANNUAL	97886.05	161301.92										

Planning Technician	13103	A52	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	23.3893	24.5586	25.7867	27.0759	28.4297	29.8513	31.3437	32.9111	34.5565	36.2843
		BIWEEKLY	1871.14	1964.69	2062.94	2166.07	2274.38	2388.10	2507.50	2632.89	2764.52	2902.74
		ANNUAL	48649.74	51081.89	53636.34	56317.87	59133.78	62090.70	65194.90	68455.09	71877.52	75471.34
Plans Examiner I	5124	A66	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.7409	27.0279	28.3794	29.7984	31.2881	32.8526	34.4954	36.2200	38.0310	39.9327
		BIWEEKLY	2059.27	2162.23	2270.35	2383.87	2503.05	2628.21	2759.63	2897.60	3042.48	3194.62
		ANNUAL	53541.07	56218.03	59029.15	61980.67	65079.25	68333.41	71750.43	75337.60	79104.48	83060.02
Plans Examiner II	5121	A81	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	28.6010	30.0311	31.5326	33.1093	34.7647	36.5030	38.3282	40.2446	42.2568	44.3697
		BIWEEKLY	2288.08	2402.49	2522.61	2648.74	2781.18	2920.24	3066.26	3219.57	3380.54	3549.58
		ANNUAL	59490.08	62464.69	65587.81	68867.34	72310.58	75926.24	79722.66	83708.77	87894.14	92288.98
Police Call Taker	14109	A19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.5936	17.4234	18.2945	19.2092	20.1697	21.1781	22.2371	23.3489	24.5164	25.7422
		BIWEEKLY	1327.49	1393.87	1463.56	1536.74	1613.58	1694.25	1778.97	1867.91	1961.31	2059.38
		ANNUAL	34514.69	36240.67	38052.56	39955.14	41952.98	44050.45	46253.17	48565.71	50994.11	53543.78
Police Chief	14230	E11	Lower	Upper								
		Hourly	91.0545	125.2001								
		BIWEEKLY	7284.36	10016.01								
		ANNUAL	189393.36	260416.21								
Police Commander	14227	PS5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	60.5273	63.615	66.8597	70.2703	73.8549	77.6215	81.5027	85.5782		
		BIWEEKLY	4842.18	5089.20	5348.78	5621.62	5908.39	6209.72	6520.22	6846.26		
		ANNUAL	125896.78	132319.20	139068.18	146162.22	153618.19	161452.72	169525.62	178002.66		
Police Financial/Grants Mngr	14110	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Police Officer I	14214	P91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	34.9343	36.7162	38.5891	40.5577	42.6264	44.8011				
		BIWEEKLY	2794.74	2937.30	3087.13	3244.62	3410.11	3584.09				
		ANNUAL	72663.34	76369.70	80265.33	84360.02	88662.91	93186.29				
Police Officer II	14217	P91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	34.9343	36.7162	38.5891	40.5577	42.6264	44.8011				
		BIWEEKLY	2794.74	2937.30	3087.13	3244.62	3410.11	3584.09				
		ANNUAL	72663.34	76369.70	80265.33	84360.02	88662.91	93186.29				
Police Officer III	14220	P99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	38.5906	40.5577	42.6264	44.8011	47.0861	49.4878				
		BIWEEKLY	3087.25	3244.62	3410.11	3584.09	3766.89	3959.02				
		ANNUAL	80268.45	84360.02	88662.91	93186.29	97939.09	102934.62				
Police Records Manager	14115	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Police Records Supervisor	14117	M11	Lower	Upper								
		Hourly	26.3586	44.4254								
		BIWEEKLY	2108.69	3554.03								
		ANNUAL	54825.89	92404.83								
Police Records Technician I	14108	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	14.4782	15.2021	15.9622	16.7602	17.5984	18.4784	19.4023	20.3724	21.3908	22.4604
		BIWEEKLY	1158.26	1216.17	1276.98	1340.82	1407.87	1478.27	1552.18	1629.79	1711.26	1796.83
		ANNUAL	30114.66	31620.37	33201.38	34861.22	36604.67	38435.07	40356.78	42374.59	44492.86	46717.63
Police Records Technician II	14111	A17	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.1375	16.9444	17.7914	18.6812	19.6152	20.5959	21.6256	22.7069	23.8424	25.0344
		BIWEEKLY	1291.00	1355.55	1423.31	1494.50	1569.22	1647.67	1730.05	1816.55	1907.39	2002.75
		ANNUAL	33566.00	35244.35	37006.11	38856.90	40799.62	42839.47	44981.25	47230.35	49592.19	52071.55
Police Records Technician III	14114	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Police Sergeant	14223	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	52.0127	54.6654	57.4544		
		BIWEEKLY	3244.62	3410.11	3584.09	3766.89	3959.06	4161.02	4373.23	4596.35		
		ANNUAL	84360.02	88662.91	93186.29	97939.09	102935.46	108186.42	113704.03	119505.15		
Police Service Officer	14202	P72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	30.3134	31.8594	33.4845	35.1926	36.9877	38.8746				
		BIWEEKLY	2425.07	2548.75	2678.76	2815.41	2959.02	3109.97				
		ANNUAL	63051.87	66267.55	69647.76	73200.61	76934.42	80859.17				

Police Word Processor I	14170	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.4234	18.2945	19.2092	20.1697	21.1781	22.2371	23.3489	24.5164	25.7422	27.0292
		BIWEEKLY	1393.87	1463.56	1536.74	1613.58	1694.25	1778.97	1867.91	1961.31	2059.38	2162.34
		ANNUAL	36240.67	38052.56	39955.14	41952.98	44050.45	46253.17	48565.71	50994.11	53543.78	56220.74
Police Word Processor II	14171	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.0826	20.0367	21.0386	22.0905	23.195	24.3548	25.5725	26.8512	28.1938	29.6034
		BIWEEKLY	1526.61	1602.94	1683.09	1767.24	1855.60	1948.38	2045.80	2148.10	2255.50	2368.27
		ANNUAL	39691.81	41676.34	43760.29	45948.24	48245.60	50657.98	53190.80	55850.50	58643.10	61575.07
Police Word Processor III	14172	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	20.7420	21.7793	22.8681	24.0114	25.2121	26.4727	27.7963	29.1861	30.6456	32.1778
		BIWEEKLY	1659.36	1742.34	1829.45	1920.91	2016.97	2117.82	2223.70	2334.89	2451.65	2574.22
		ANNUAL	43143.36	45300.94	47565.65	49943.71	52441.17	55063.22	57816.30	60707.09	63742.85	66929.82
Power Production Operator II	19138	BFM 95.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.5248	26.8270	28.1956	29.6334	31.1452	32.7336	34.4036			
		BIWEEKLY	2041.98	2146.16	2255.65	2370.67	2491.62	2618.69	2752.29			
		ANNUAL	53091.58	55800.16	58646.85	61637.47	64782.02	68085.89	71559.49			
Principal HR Analyst	12114	M48	Lower	Upper								
		Hourly	37.9013	62.8938								
		BIWEEKLY	3032.10	5031.50								
		ANNUAL	78834.70	130819.10								
Principal Planner	13114	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Programmer Analyst	3115	A86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	30.9383	32.4852	34.1094	35.8148	37.6055	39.4859	41.4601	43.5331	45.7097	47.9952
		BIWEEKLY	2475.06	2598.82	2728.75	2865.18	3008.44	3158.87	3316.81	3482.65	3656.78	3839.62
		ANNUAL	64351.66	67569.22	70947.55	74494.78	78219.44	82130.67	86237.01	90548.85	95076.18	99830.02
Production Supervisor	3116	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Production Technician	3114	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7194	29.1055	30.5607	32.0887	33.6932	35.3779	37.1469	39.0041	40.9543	43.0020
		BIWEEKLY	2217.55	2328.44	2444.86	2567.10	2695.46	2830.23	2971.75	3120.33	3276.34	3440.16
		ANNUAL	57656.35	60539.44	63566.26	66744.50	70081.86	73586.03	77265.55	81128.53	85184.94	89444.16
Project Manager	13230	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Property & Evidence Custodian	14201	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	26.2848	27.5991	28.9791	30.4280	31.9494	33.5469	35.2242	36.9854	38.8348	40.7765
		BIWEEKLY	2102.78	2207.93	2318.33	2434.24	2555.95	2683.75	2817.94	2958.83	3106.78	3262.12
		ANNUAL	54672.38	57406.13	60276.53	63290.24	66454.75	69777.55	73266.34	76929.63	80776.38	84815.12
Property & Evidence Technician I	14203	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18
Property & Evidence Technician II	14204	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.9672	17.8156	18.7063	19.6418	20.6238	21.6551	22.7378	23.8746	25.0684	26.3218
		BIWEEKLY	1357.38	1425.25	1496.50	1571.34	1649.90	1732.41	1819.02	1909.97	2005.47	2105.74
		ANNUAL	35291.78	37056.45	38909.10	40854.94	42897.50	45042.61	47294.62	49659.17	52142.27	54749.34
Public Information Assistant	2120	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Public Safety Comm Manager	14748	M66	Lower	Upper								
		Hourly	42.8461	70.8057								
		BIWEEKLY	3427.69	5664.46								
		ANNUAL	89119.89	147275.86								
Public Safety Dispatcher I	14138	P49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	24.6407	25.8976	27.2188	28.6069	30.0664	31.6004				
		BIWEEKLY	1971.26	2071.81	2177.50	2288.55	2405.31	2528.03				
		ANNUAL	51252.66	53867.01	56615.10	59502.35	62538.11	65728.83				
Public Safety Dispatcher II	14141	P59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	27.2188	28.6069	30.0664	31.6004	33.2124	34.906				
		BIWEEKLY	2177.50	2288.55	2405.31	2528.03	2656.99	2792.48				
		ANNUAL	56615.10	59502.35	62538.11	65728.83	69081.79	72604.48				

Public Safety Dispatcher III	14144	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	3101.26	3259.45
		ANNUAL	66081.81	69453.07	72996.35	76719.55	80632.66	84745.65

Public Safety Info Tech Manager	3111	M62	Lower	Upper
		Hourly	41.6902	72.1345
		BIWEEKLY	3335.22	5770.76
		ANNUAL	86715.62	150039.76

Public Safety Trainee	14211	X50	
		Hourly	26
		BIWEEKLY	2080.00
		ANNUAL	54080.00

Public Works Director	4539	E14	Lower	Upper
		Hourly	87.2811	120.0116
		BIWEEKLY	6982.49	9600.93
		ANNUAL	181544.69	249624.13

Purchasing Manager	8312	M62	Lower	Upper
		Hourly	41.6902	72.1345
		BIWEEKLY	3335.22	5770.76
		ANNUAL	86715.62	150039.76

PW Construction Proj. Mngr	13221	M38	Lower	Upper
		Hourly	35.1170	58.4394
		BIWEEKLY	2809.36	4675.15
		ANNUAL	73043.36	121553.95

Recreation Aide I (EH)	31519		Lower	Upper
		Hourly	15.0000	16.1534

Recreation Aide II (EH)	31521		Lower	Upper
		Hourly	17.3800	18.7163

Recreation Supervisor	15123	M19	Lower	Upper
		Hourly	28.7197	48.2037
		BIWEEKLY	2297.58	3856.30
		ANNUAL	59736.98	100263.70

Rec/Human Svcs Coordinator	15120	A42	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.1346	23.2415	24.4034	25.6237	26.9048	28.2501	29.6625	31.1458	32.7029	34.3382
		BIWEEKLY	1770.77	1859.32	1952.27	2049.90	2152.38	2260.01	2373.00	2491.66	2616.23	2747.06
		ANNUAL	46039.97	48342.32	50759.07	53297.30	55961.98	58760.21	61698.00	64783.26	68022.03	71423.46

Recreation Leader I	15111	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28

Recreation Leader II	15113	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18

Recreation Leader III	15114	A21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.0917	17.9462	18.8435	19.7857	20.7749	21.8137	22.9045	24.0496	25.2521	26.5148
		BIWEEKLY	1367.34	1435.70	1507.48	1582.86	1661.99	1745.10	1832.36	1923.97	2020.17	2121.18
		ANNUAL	35550.74	37328.10	39194.48	41154.26	43211.79	45372.50	47641.36	50023.17	52524.37	55150.78

Recycling Manager	16128	M36	Lower	Upper
		Hourly	34.3867	57.2708
		BIWEEKLY	2750.94	4581.66
		ANNUAL	71524.34	119123.26

Recycling Marketing Manager	16127	M36	Lower	Upper
		Hourly	34.3867	57.2708
		BIWEEKLY	2750.94	4581.66
		ANNUAL	71524.34	119123.26

Rehab Construct Specialist I	13217	BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291
		BIWEEKLY	2162.22	2272.49	2284.61	2401.14	2523.60	2652.35	2787.62
		ANNUAL	56217.62	59084.69	59399.81	62429.54	65613.60	68961.15	72478.22

Rehab Construction Spec II	13219	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404
		BIWEEKLY	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23
		ANNUAL	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03

Rehab Loan Assistant	9116	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.8933	20.8879	21.9324	23.0287	24.1803	25.3895	26.6589	27.9918	29.3913	30.861
		BIWEEKLY	1591.46	1671.03	1754.59	1842.30	1934.42	2031.16	2132.71	2239.34	2351.30	2468.88
		ANNUAL	41378.06	43446.83	45619.39	47899.70	50295.02	52810.16	55450.51	58222.94	61133.90	64190.88

Rehab Loan Specialist	9117	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.3531	28.7208	30.1568	31.6645	33.2481	34.9103	36.6558	38.4886	40.413	42.4338
		BIWEEKLY	2188.25	2297.66	2412.54	2533.16	2659.85	2792.82	2932.46	3079.09	3233.04	3394.70
		ANNUAL	56894.45	59739.26	62726.14	65862.16	69156.05	72613.42	76244.06	80056.29	84059.04	88262.30
Resident Services Assistant	9301	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.8666	26.1099	27.4154	28.7861	30.2255	31.7367	33.3235	34.9898	36.7392	38.5762
		BIWEEKLY	1989.33	2088.79	2193.23	2302.89	2418.04	2538.94	2665.88	2799.18	2939.14	3086.10
		ANNUAL	51722.53	54308.59	57024.03	59875.09	62869.04	66012.34	69312.88	72778.78	76417.54	80238.50
Resident Services Coordinator	9304	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.3531	28.7208	30.1568	31.6645	33.2481	34.9103	36.6558	38.4886	40.413	42.4338
		BIWEEKLY	2188.25	2297.66	2412.54	2533.16	2659.85	2792.82	2932.46	3079.09	3233.04	3394.70
		ANNUAL	56894.45	59739.26	62726.14	65862.16	69156.05	72613.42	76244.06	80056.29	84059.04	88262.30
Revenue Collection Technician	7310	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.4467	23.569	24.7473	25.9849	27.2841	28.6483	30.0807	31.5849	33.1641	34.8221
		BIWEEKLY	1795.74	1885.52	1979.78	2078.79	2182.73	2291.86	2406.46	2526.79	2653.13	2785.77
		ANNUAL	46689.14	49023.52	51474.38	54048.59	56750.93	59588.46	62567.86	65696.59	68981.33	72429.97
Route Checker	16114	BGN 105.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.1956	29.6334	31.1452	32.7336	34.4036	36.1586	38.0030			
		BIWEEKLY	2255.65	2370.67	2491.62	2618.69	2752.29	2892.69	3040.24			
		ANNUAL	58646.85	61637.47	64782.02	68085.89	71559.49	75209.89	79046.24			
SCADA Programs Supervisor	12127	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.5760	3856.2960								
		ANNUAL	59736.98	100263.70								
Senior Advisor	1205	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Senior Manager, Internal Control	7212	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Sex Registrant Specialist	14124	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9049	20.9002	21.9451	23.0424	24.1947	25.4043	26.6745	28.0082	29.4088	30.8792
		BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34
		ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74
Shelter Intake Worker - Extra Help	32001	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28
Shelter Manager - Extra Help	32004	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Shelter Monitor - Extra Help	32000	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28
Shelter Navigator - Extra Help	32002	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.4321	16.2037	17.0138	17.8646	18.7579	19.6959	20.6805	21.7146	22.8001	23.9403
		BIWEEKLY	1234.57	1296.30	1361.10	1429.17	1500.63	1575.67	1654.44	1737.17	1824.01	1915.22
		ANNUAL	32098.77	33703.70	35388.70	37158.37	39016.43	40967.47	43015.44	45166.37	47424.21	49795.82
Shelter Supervisor - Extra Help	32003	A42	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.1346	23.2415	24.4034	25.6237	26.9048	28.2501	29.6625	31.1458	32.7029	34.3382
		BIWEEKLY	1770.77	1859.32	1952.27	2049.90	2152.38	2260.01	2373.00	2491.66	2616.23	2747.06
		ANNUAL	46039.97	48342.32	50759.07	53297.30	55961.98	58760.21	61698.00	64783.26	68022.03	71423.46
Solid Waste Compliance Spec	16117	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.2085	26.4944	27.8453	29.2654	30.7583	32.3266	33.9753			
		BIWEEKLY	2016.68	2119.55	2227.62	2341.23	2460.66	2586.13	2718.02			
		ANNUAL	52433.68	55108.35	57918.22	60872.03	63977.26	67239.33	70668.62			
Solid Waste Equip. Operator II	16108	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464			
		BIWEEKLY	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71			
		ANNUAL	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51			
Solid Waste Trans Operator	16112	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597			
		BIWEEKLY	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78			
		ANNUAL	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18			

Sorter	20151	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	15.9508	16.7642	17.6195	18.5181	19.4627	20.4558	21.4989			
		BIWEEKLY	1276.06	1341.14	1409.56	1481.45	1557.02	1636.46	1719.91			
		ANNUAL	33177.66	34869.54	36648.56	38517.65	40482.42	42548.06	44717.71			
Source Control Inspector II	19142	BGB 100.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.8937	28.2660	29.7073	31.2233	32.8156	34.4896	36.2489			
		BIWEEKLY	2151.50	2261.28	2376.58	2497.86	2625.25	2759.17	2899.91			
		ANNUAL	55938.90	58793.28	61791.18	64944.46	68256.45	71738.37	75397.71			
Source Control Technician	19143	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Special Districts Manager	1731	M66	Lower	Upper								
		Hourly	42.8461	70.8057								
		BIWEEKLY	3427.688	5664.456								
		ANNUAL	89119.888	147275.856								
Sr. Administrative Secretary	11165	A35	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9124	20.9079	21.9534	23.0511	24.2035	25.4138	26.6845	28.0187	29.4197	30.8906
		BIWEEKLY	1592.99	1672.63	1756.27	1844.09	1936.28	2033.10	2134.76	2241.50	2353.58	2471.25
		ANNUAL	41417.79	43488.43	45663.07	47946.29	50343.28	52860.70	55503.76	58278.90	61192.98	64252.45
Sr. Advanced Water Treatment Mechanic	20125	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Sr. Advanced Water Treatment Operator	20122	BIR 129.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	35.9402	37.7740	39.7007	41.7257	43.8543	46.0911	48.4423			
		BIWEEKLY	2875.22	3021.92	3176.06	3338.06	3508.34	3687.29	3875.38			
		ANNUAL	74755.62	78569.92	82577.46	86789.46	91216.94	95869.49	100759.98			
Sr. Animal Safety Officer	14152	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597			
		BIWEEKLY	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78			
		ANNUAL	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18			
Sr. Backflow Specialist	20119	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874			
		BIWEEKLY	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99			
		ANNUAL	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79			
Sr. Civil Engineer	5135	A99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	45.2126	47.4733	49.8469	52.3391	54.956	57.7039	60.5892	63.6186	66.7996	70.1395
		BIWEEKLY	3617.01	3797.86	3987.75	4187.13	4396.48	4616.31	4847.14	5089.49	5343.97	5611.16
		ANNUAL	94042.21	98744.46	103681.55	108865.33	114308.48	120024.11	126025.54	132326.69	138943.17	145890.16
Sr. Code Compliance Inspector	13234	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404	42.2930			
		BIWEEKLY	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23	3383.44			
		ANNUAL	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03	87969.44			
Sr. Construction Inspector	13207	BIJ 124.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	34.1482	35.8898	37.7204	39.6449	41.6670	43.7924	46.0262			
		BIWEEKLY	2731.86	2871.18	3017.63	3171.59	3333.36	3503.39	3682.10			
		ANNUAL	71028.26	74650.78	78458.43	82461.39	86667.36	91088.19	95734.50			
Sr. Custodian	6117	BBQ 58	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	17.6195	18.5181	19.4627	20.4558	21.4989	22.5954	23.7483			
		BIWEEKLY	1409.56	1481.45	1557.02	1636.46	1719.91	1807.63	1899.86			
		ANNUAL	36648.56	38517.65	40482.42	42548.06	44717.71	46998.43	49396.46			
Sr. Customer Service Rep	7140	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	18.6263	19.5575	20.5355	21.5622	22.6403	23.7724	24.9612	26.2091	27.5195	28.8954
		BIWEEKLY	1490.10	1564.60	1642.84	1724.98	1811.22	1901.79	1996.90	2096.73	2201.56	2311.63
		ANNUAL	38742.70	40679.60	42713.84	44849.38	47091.82	49446.59	51919.30	54514.93	57240.56	60102.43
Sr. Engr Technician	5122	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7118	29.0973	30.5523	32.0800	33.6840	35.3681	37.1367	38.9934	40.9433	42.9903
		BIWEEKLY	2216.94	2327.78	2444.18	2566.40	2694.72	2829.45	2970.94	3119.47	3275.46	3439.22
		ANNUAL	57640.54	60522.38	63548.78	66726.40	70062.72	73565.65	77244.34	81106.27	85162.06	89419.82
Sr. Engr Tech/Survey Chief	5122	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7118	29.0973	30.5523	32.0800	33.6840	35.3681	37.1367	38.9934	40.9433	42.9903
		BIWEEKLY	2216.94	2327.78	2444.18	2566.40	2694.72	2829.45	2970.94	3119.47	3275.46	3439.22
		ANNUAL	57640.54	60522.38	63548.78	66726.40	70062.72	73565.65	77244.34	81106.27	85162.06	89419.82
Sr. Facilities Maint Worker	6130	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			

Sr. Fleet Services Mechanic	17211	BGV 109	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329	39.4478			
		BIWEEKLY	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63	3155.82			
		ANNUAL	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43	82051.42			
Sr. Groundsworker	15208	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595			
		BIWEEKLY	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76			
		ANNUAL	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76			
Sr. Housing Maint. Worker	9120	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	24.7123	25.9730	27.2983	28.6902	30.1538	31.6925	33.3086			
		BIWEEKLY	1976.98	2077.84	2183.86	2295.22	2412.30	2535.40	2664.69			
		ANNUAL	51401.58	54023.84	56780.46	59675.62	62719.90	65920.40	69281.89			
Sr. Housing Specialist	9111	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.3531	28.7208	30.1568	31.6645	33.2481	34.9103	36.6558	38.4886	40.413	42.4338
		BIWEEKLY	2188.25	2297.66	2412.54	2533.16	2659.85	2792.82	2932.46	3079.09	3233.04	3394.70
		ANNUAL	56894.45	59739.26	62726.14	65862.16	69156.05	72613.42	76244.06	80056.29	84059.04	88262.30
Sr. H.R. Analyst	12113	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Sr. Meter Reader	20118	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595			
		BIWEEKLY	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76			
		ANNUAL	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76			
Sr. Meter Repair Worker	20123	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595	31.0675			
		BIWEEKLY	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76	2485.40			
		ANNUAL	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76	64620.40			
Sr. Planner	13111	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								
Sr. Plans Examiner	5123	A87	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	31.4608	33.0339	34.6856	36.4199	38.241	40.1529	42.1605	44.2686	46.482	48.8061
		BIWEEKLY	2516.86	2642.71	2774.85	2913.59	3059.28	3212.23	3372.84	3541.49	3718.56	3904.49
		ANNUAL	65438.46	68710.51	72146.05	75753.39	79541.28	83518.03	87693.84	92078.69	96682.56	101516.69
Sr. Police Service Officer	14205	P77	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	33.3445	35.0452	36.8328	38.7119	40.6866	42.7617				
		BIWEEKLY	2667.56	2803.62	2946.62	3096.95	3254.93	3420.94				
		ANNUAL	69356.56	72894.02	76612.22	80520.75	84628.13	88944.34				
Sr. Street Maint Worker	17108	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Sr. Traffic Service Assistant	14157	A16	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	18.3475	19.2648	20.2281	21.2395	22.3015	23.4166	24.5872	25.8166	27.1075	28.4629
		BIWEEKLY	1467.80	1541.18	1618.25	1699.16	1784.12	1873.33	1966.98	2065.33	2168.60	2277.03
		ANNUAL	38162.80	40070.78	42074.45	44178.16	46387.12	48706.53	51141.38	53698.53	56383.60	59202.83
Sr. Tree Trimmer	15220	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Sr. Wastewater Collect Operator	19133	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Sr. Wastewater Envir Specialist	19125	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404	42.2930			
		BIWEEKLY	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23	3383.44			
		ANNUAL	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03	87969.44			
Sr. Wastewater Mechanic	19147	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Sr. Wastewater Operator	19156	BGN 105.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.1956	29.6334	31.1452	32.7336	34.4036	36.1586	38.0030			
		BIWEEKLY	2255.65	2370.67	2491.62	2618.69	2752.29	2892.69	3040.24			
		ANNUAL	58646.85	61637.47	64782.02	68085.89	71559.49	75209.89	79046.24			

Sr. Wastewater Electrician	19157	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404	42.2930
		BIWEEKLY	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23	3383.44
		ANNUAL	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03	87969.44
Sr. Water Distribution Operator	20115	BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291
		BIWEEKLY	2162.22	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33
		ANNUAL	56217.62	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53
Sr. Water Mechanic	20121	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329
		BIWEELY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43
Sr. Water Treatment Operator	20116	BIR 129.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	35.9402	37.7740	39.7007	41.7257	43.8543	46.0911	48.4423
		BIWEEKLY	2875.22	3021.92	3176.06	3338.06	3508.34	3687.29	3875.38
		ANNUAL	74755.62	78569.92	82577.46	86789.46	91216.94	95869.49	100759.98
Street Maintenance Supervisor	17111	M14	Lower	Upper					
		Hourly	27.1134	45.6337					
		BIWEEKLY	2169.07	3650.70					
		ANNUAL	56395.87	94918.10					
Street Maintenance Worker I	17102	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	18.0625	18.9841	19.9523	20.9697	22.0397	23.1635	24.3454
		BIWEEKLY	1445.00	1518.73	1596.18	1677.58	1763.18	1853.08	1947.63
		ANNUAL	37570.00	39486.93	41500.78	43616.98	45842.58	48180.08	50638.43
Street Maintenance Worker II	17105	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	19.6575	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950
		BIWEEKLY	1572.60	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60
		ANNUAL	40887.60	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60
Streets Manager	17115	M44	Lower	Upper					
		Hourly	36.9014	61.2949					
		BIWEEKLY	2952.11	4903.59					
		ANNUAL	76754.91	127493.39					
Student Trainee (EH)	31518		Lower	Upper					
		Hourly	11.9000	12.7500					
Supervising Building Inspector	13210	M40	Lower	Upper					
		Hourly	35.7924	59.5203					
		BIWEEKLY	2863.39	4761.62					
		ANNUAL	74448.19	123802.22					
Supervising Civil Engineer	5136	M83	Lower	Upper					
		Hourly	48.6327	80.0676					
		BIWEEKLY	3890.616	6405.408					
		ANNUAL	101156.02	166540.608					
Supervising Animal Safety Officer	14151	BFM 95.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	25.5248	26.8270	28.1956	29.6334	31.1452	32.7336	34.4036
		BIWEEKLY	2041.98	2146.16	2255.65	2370.67	2491.62	2618.69	2752.29
		ANNUAL	53091.58	55800.16	58646.85	61637.47	64782.02	68085.89	71559.49
Systems Administrator	3103	M62	Lower	Upper					
		Hourly	41.6902	72.1345					
		BIWEEKLY	3335.22	5770.76					
		ANNUAL	86715.62	150039.76					
Systems Analyst I	3107	M29	Lower	Upper					
		Hourly	32.4264	54.1342					
		BIWEEKLY	2594.11	4330.74					
		ANNUAL	67446.91	112599.14					
Systems Analyst II	3109	M40	Lower	Upper					
		Hourly	35.7924	59.5203					
		BIWEEKLY	2863.39	4761.62					
		ANNUAL	74448.19	123802.22					
Systems Analyst III	3112	M51	Lower	Upper					
		Hourly	38.7443	64.2471					
		BIWEEKLY	3099.54	5139.77					
		ANNUAL	80588.14	133633.97					
Tech. Servcs/Water Qual Mngr	19148	M62	Lower	Upper					
		Hourly	41.6902	72.1345					
		BIWEEKLY	3335.22	5770.76					
		ANNUAL	86715.62	150039.76					
Tire Repairer	17204	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	18.4254	19.3653	20.3534	21.3913	22.4827	23.6295	24.8348
		BIWEEKLY	1474.03	1549.22	1628.27	1711.30	1798.62	1890.36	1986.78
		ANNUAL	38324.83	40279.82	42335.07	44493.90	46764.02	49149.36	51656.38

Traffic Engineer	18129	M59	Lower	Upper								
		Hourly	40.7731	67.4892								
		BIWEEKLY	3261.85	5399.14								
		ANNUAL	84808.05	140377.54								
Traffic Safety Maint Wkr	18102	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.6575	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950			
		BIWEEKLY	1572.60	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60			
		ANNUAL	40887.60	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60			
Traffic Service Assistant I	14154	A13	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	14.5039	15.2291	15.9906	16.7901	17.6297	18.5112	19.4367	20.4086	21.429	22.5005
		BIWEEKLY	1160.31	1218.33	1279.25	1343.21	1410.38	1480.90	1554.94	1632.69	1714.32	1800.04
		ANNUAL	30168.11	31676.53	33260.45	34923.41	36669.78	38503.30	40428.34	42449.89	44572.32	46801.04
Traffic Service Assistant II	14155	A18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.9543	16.752	17.5895	18.469	19.3926	20.3622	21.3803	22.4494	23.5718	24.7504
		BIWEEKLY	1276.34	1340.16	1407.16	1477.52	1551.41	1628.98	1710.42	1795.95	1885.74	1980.03
		ANNUAL	33184.94	34844.16	36586.16	38415.52	40336.61	42353.38	44471.02	46694.75	49029.34	51480.83
Traffic Signal Repairer I	18104	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671			
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37			
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57			
Traffic Signal Repairer II	18106	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291			
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33			
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53			
Traffic Signal Technician	18108	BHE 112	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	29.5626	31.0704	32.6555	34.3213	36.0720	37.9121	39.8460			
		BIWEEKLY	2365.01	2485.63	2612.44	2745.70	2885.76	3032.97	3187.68			
		ANNUAL	61490.21	64626.43	67923.44	71388.30	75029.76	78857.17	82879.68			
Transport Operator	19123	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Transportation Planner	18130	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Transportation Services Manager	18128	M87	Lower	Upper								
		Hourly	51.7833	85.1051								
		BIWEEKLY	4142.66	6808.41								
		ANNUAL	107709.26	177018.61								
Treatment Plant Electrician	19150	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Tree Trimmer I	15214	BCM 66	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.0791	20.0524	21.0754	22.1503	23.2802	24.4677	25.7157			
		BIWEEKLY	1526.33	1604.19	1686.03	1772.02	1862.42	1957.42	2057.26			
		ANNUAL	39684.53	41708.99	43836.83	46072.62	48422.82	50892.82	53488.66			
Tree Trimmer II	15217	BDO 76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.0754	22.1503	23.2802	24.4677	25.7157	27.0277	28.4061			
		BIWEEKLY	1686.03	1772.02	1862.42	1957.42	2057.26	2162.22	2272.49			
		ANNUAL	43836.83	46072.62	48422.82	50892.82	53488.66	56217.62	59084.69			
Utilities Finance Officer	4535	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Utility Supervisor	19107	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.58	3856.30								
		ANNUAL	59736.98	100263.70								
Video Technician	2106	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Wastewater Collections Manager	19105	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								

Wastewater Collect Operator I	19103	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	19.6575	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950
		BIWEEKLY	1572.60	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60
		ANNUAL	40887.60	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60
Wastewater Collect Operator II	19106	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57
Wastewater Collections Supervisor	19108	M19	Lower	Upper					
		Hourly	28.7197	48.2037					
		BIWEEKLY	2297.58	3856.30					
		ANNUAL	59736.98	100263.70					
Wastewater Division Manager	4545	M87	Lower	Upper					
		Hourly	51.7833	85.1051					
		BIWEEKLY	4142.66	6808.41					
		ANNUAL	107709.26	177018.61					
Wastewater Environmental Spec	19124	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404
		BIWEEKLY	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23
		ANNUAL	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03
Wastewater Infrastructure Manager	20142	M44	Lower	Upper					
		Hourly	36.9014	61.2949					
		BIWEEKLY	2952.11	4903.59					
		ANNUAL	76754.91	127493.39					
Wastewater Maintenance Manager	19169	M32	Lower	Upper					
		Hourly	33.0358	55.1096					
		BIWEEKLY	2642.86	4408.77					
		ANNUAL	68714.46	114627.97					
Wastewater Maintenance Supervisor	19170	M19	Lower	Upper					
		Hourly	28.7197	48.2037					
		BIWEEKLY	2297.58	3856.30					
		ANNUAL	59736.98	100263.70					
Wastewater Mechanic I	19117	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53
Wastewater Mechanic II	19120	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71
Wastewater Operations Mgr/ Chief Operator	19173	M62	Lower	Upper					
		Hourly	41.6902	72.1345					
		BIWEEKLY	3335.22	5770.76					
		ANNUAL	86715.62	150039.76					
Wastewater Operator in Training	19130	BCO 67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	19.2698	20.2531	21.2862	22.3719	23.5131	24.7123	25.9730
		BIWEEKLY	1541.58	1620.25	1702.90	1789.75	1881.05	1976.98	2077.84
		ANNUAL	40081.18	42126.45	44275.30	46533.55	48907.25	51401.58	54023.84
Wastewater Operator I	19126	BEE 82	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	22.3719	23.5131	24.7123	25.9730	27.2979	28.6902	30.1538
		BIWEEKLY	1789.75	1881.05	1976.98	2077.84	2183.83	2295.22	2412.30
		ANNUAL	46533.55	48907.25	51401.58	54023.84	56779.63	59675.62	62719.90
Wastewater Operator II	19129	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	24.7123	25.9730	27.2983	28.6902	30.1538	31.6925	33.3086
		BIWEEKLY	1976.98	2077.84	2183.86	2295.22	2412.30	2535.40	2664.69
		ANNUAL	51401.58	54023.84	56780.46	59675.62	62719.90	65920.40	69281.89
Wastewater Operator III	19128	BFQ 97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	25.9727	27.2975	28.6905	30.1534	31.6919	33.3087	35.0071
		BIWEEKLY	2077.82	2183.80	2295.24	2412.27	2535.35	2664.70	2800.57
		ANNUAL	54023.22	56778.80	59676.24	62719.07	65919.15	69282.10	72814.77
Water Cons./Outreach Coord	20104	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36
Water Cons. & Outreach Supervisor	20101	M19	Lower	Upper					
		Hourly	28.7197	48.2037					
		BIWEEKLY	2297.5760	3856.2960					
		ANNUAL	59736.98	100263.70					

Water Conserv/Outreach Tech	20102	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.0625	18.9841	19.9523	20.9697	22.0397	23.1635	24.3454			
		BIWEEKLY	1445.00	1518.73	1596.18	1677.58	1763.18	1853.08	1947.63			
		ANNUAL	37570.00	39486.93	41500.78	43616.98	45842.58	48180.08	50638.43			
Water Distribution Operator I	20108	BDK 75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249			
		BIWEEKLY	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99			
		ANNUAL	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79			
Water Distribution Operator II	20111	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595	31.0675			
		BIWEEKLY	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76	2485.40			
		ANNUAL	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76	64620.40			
Water Division Manager	20140	M87	Lower	Upper								
		Hourly	51.7833	85.1051								
		BIWEEKLY	4142.66	6808.41								
		ANNUAL	107709.26	177018.61								
Water Infrastructure Manager	20142	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								
Water Operations Manager	20144	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Water Operator in Training	20154	BCO 67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.2698	20.2531	21.2862	22.3719	23.5131	24.7123	25.9730			
		BIWEEKLY	1541.58	1620.25	1702.90	1789.75	1881.05	1976.98	2077.84			
		ANNUAL	40081.18	42126.45	44275.30	46533.55	48907.25	51401.58	54023.84			
Water Reg. Compliance Coord	20104	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670			
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36			
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36			
Water Reg. Compliance Tech I	20113	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.2085	26.4944	27.8453	29.2654	30.7583	32.3266	33.9753			
		BIWEEKLY	2016.68	2119.55	2227.62	2341.23	2460.66	2586.13	2718.02			
		ANNUAL	52433.68	55108.35	57918.22	60872.03	63977.26	67239.33	70668.62			
Water Reg. Compliance Tech II	20114	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Water Resource Manager	20135	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Water Treatment Operator I	20109	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Water Treatment Operator II	20112	BFD 91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783	32.9788			
		BIWEEKLY	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26	2638.30			
		ANNUAL	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86	68595.90			
Water Treatment Operator III	20110	BHM 115.0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.2523	32.8468	34.5219	36.2834	38.1340	40.0791	42.1238			
		BIWEEKLY	2500.18	2627.74	2761.75	2902.67	3050.72	3206.33	3369.90			
		ANNUAL	65004.78	68321.34	71805.55	75469.47	79318.72	83364.53	87617.50			
Word Processor I	11129	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.4234	18.2945	19.2092	20.1697	21.1781	22.2371	23.3489	24.5164	25.7422	27.0292
		BIWEEKLY	1393.87	1463.56	1536.74	1613.58	1694.25	1778.97	1867.91	1961.31	2059.38	2162.34
		ANNUAL	36240.67	38052.56	39955.14	41952.98	44050.45	46253.17	48565.71	50994.11	53543.78	56220.74
Word Processor II	11132	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.0826	20.0367	21.0386	22.0905	23.195	24.3548	25.5725	26.8512	28.1938	29.6034
		BIWEEKLY	1526.61	1602.94	1683.09	1767.24	1855.60	1948.38	2045.80	2148.10	2255.50	2368.27
		ANNUAL	39691.81	41676.34	43760.29	45948.24	48245.60	50657.98	53190.80	55850.50	58643.10	61575.07
Word Processor III	11134	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	20.7420	21.7793	22.8681	24.0114	25.2121	26.4727	27.7963	29.1861	30.6456	32.1778
		BIWEEKLY	1659.36	1742.34	1829.45	1920.91	2016.97	2117.82	2223.70	2334.89	2451.65	2574.22
		ANNUAL	43143.36	45300.94	47565.65	49943.71	52441.17	55063.22	57816.30	60707.09	63742.85	66929.82

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 when financial circumstances are appropriate for a two-year budget. Any 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

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 within the same fund, 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 Program (CIP).

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 Program will be reviewed and approved by City Council during each budget cycle, or as needed based on economic and funding outlooks. Individual projects will be postponed or canceled if their funding fails to materialize. Conversely, individual projects may be moved up on the timeline if their funding materializes sooner than anticipated. City Council will review and approve appropriations at least annually, and also as necessary during the year if funding and timelines change. Appropriation changes will be in accordance with Section I.D.

4. The CIP 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. Public Works 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. For CIP projects paid for by the General Fund, the Finance Department will transfer Council-approved appropriations from the General Fund to the capital project fund from which the capital expenditures are to be made. Most often, this will be Fund 301 Capital Outlay. Such transfers will be made only as actual expenditures occur, not on a fixed regular schedule. Any transfer authorized but not yet made at the end of the fiscal year will be carried-forward into the next fiscal year(s) until project has been completed.

7. To the extent funds are available, any unused appropriations at the end of the fiscal year in active CIP projects will be carried-forward into the next fiscal year(s) until the project has been completed.

8. 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.

B. Capital Project Priorities

1. Public Works staff will evaluate and prioritize each proposed capital project against the following criteria:

   a. Health and Safety: Projects needed to maintain or improve human health or safety.

   b. Asset Preservation: Projects needed to maintain or protect the City's existing assets.

   c. New or Expanded Services: Projects that create something new, like a new park, or increase the capacity of existing facilities, like larger water or sewer lines.

C. Capital Project Management by the Public Works Department

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 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

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 periodically 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 (water, wastewater, environmental resources) 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 user 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 funds, where required, based on invested cash balances.

2. Investment policies will be reviewed annually by the Treasurer's Investment Review Committee and the City Council.

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
- Restricted
- Committed
- Assigned
- Unassigned

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.

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 12 percent (12%) 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. INTERFUND BORROWING POLICIES

A. Interfund borrowing requires City Council approval.

B. Such loans will carry a market rate of interest.

C. Such loans may, at City Council's discretion, include interest-only payments by the borrowing fund for the first year or two.

D. Once principal repayments begin, amortization schedules will be for level or decreasing annual debt service, not for increasing annual debt service.

E. The borrowing fund may prepay all or a portion of the principal and interest at any time, without penalty.

F. The lending fund may call all or part of the loan immediately at the lending fund's discretion, also without penalty.

VII. 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.

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.

   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. Disclosure Counsel – To be selected by RFP periodically.

   c. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.

   d. Municipal 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.

   e. 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.

VIII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with 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 has adopted the historical cost method of fixed asset reporting to comply with GASB. The capitalization policy is $5,000 or more for equipment, $20,000 for buildings and improvements other than buildings, and $100,000 for infrastructure.

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.

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.

IX. 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.

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 50% 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.

X. DEVELOPER DEPOSIT POLICIES

A. The City collects developer deposits often identified in a development agreement (DA) and/or ownership participation agreement (OPA), along with developer deposits and deposit based fees associated with Building and Planning permits. The developer deposits and deposit based fees are used by the City for costs associated with project review and conceptual planning, City staff time, and other third party services required for the project, including, but not limited to, contract planning, engineering, architectural, onsite posting, legal advertising, and attorney review. As charges pertaining to the project accrue, the Department shall keep records of actual staff time and costs of consultant and other third party service providers used.

B. To the extent the City receives deposits from developers as advanced payments to cover staff time and third-party expenses required to issue permits, and these deposits were not accounted for in the Adopted Budget, the Council authorizes the City Manager to administratively appropriate funds to the relevant tracking project and expenditure accounts within the Developer & Other Deposits Fund [Fund 541] up to the amount of the deposits received.

PASSED AND ADOPTED on this 29th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, 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 2021-2022

WHEREAS, Government Code section 7900 provides for the implementation of Article XIIIB 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 2021-2022 is calculated by adjusting the prior fiscal year, 2020-2021; and

WHEREAS, the adjustment factors are:

1. change in the population of the County = -0.70%
2. change in the population of the City = -0.62%
3. change in the per capita income in California = 5.73%; 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 2021-2022 appropriation limit for proceeds of taxes is determined to be $393,826,276 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 2021-2022 is established as $393,826,276 and the "proceeds of taxes" revenue subject to this limitation is $194,593,080, 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.

PASSED AND ADOPTED on this 29th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

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 2021-2022

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, 2021 through June 30, 2022, the Housing Authority hereby adopts the budget and appropriations for fiscal year 2021-2022 summarized as follows:

Programs	FY 2021-2022 Budget
Low Rent Public Housing	$ 7,175,311
Housing Choice Voucher (Section 8) Budget	$25,128,842
Total Cost	$32,304,153

2. Staff is directed to ensure that the final adopted budget document containing the Housing Authority's operating budget for fiscal year 2021-2022 shall contain all revisions made by the Housing Authority prior to final budget adoption.

PASSED AND ADOPTED on this 29th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
John C. Zaragoza, Chairman

ATTEST:

_____
Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

_____
Stephen M. Fischer, General Counsel

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.3

DATE: June 29, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 Mariposa Landscapes, Inc. for Monthly Median Landscape Services. (0/5/5)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute agreements with Garcia's Landscaping Maintenance, Inc. and Mariposa Landscapes, Inc. for a total amount of $6,025,000 for a three-year term ending June 30, 2024:
1. Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a total amount of $1,900,000 in Region 1;
2. Agreement A-8345 with Mariposa Landscapes, Inc. for a total amount of $2,125,000 in Region 2; and
3. Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a total amount of $2,000,000 in Region 3.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/56nJ3kgUMU0

BACKGROUND

After the passing of Measure E in November 2020, staff was given direction to create a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included contracting the monthly maintenance of the parkways and medians of the City arterial streets. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021 and is included in the FY 2021-22 Proposed Budget to be adopted on June 29, 2021.

DISCUSSION

On May 21, 2021, the City released a request for bid (PW 21-73R) for monthly landscape services to City parkways and medians. To ensure work will be done simultaneously throughout the City and to manage the large areas to be maintained, staff divided the City into three (3) regions (agreements) with approximately equal acres of landscape and hardscape in each region.

Region 1 contains 33.3 acres of landscape and 7.4 acres of hardscape
Region 2 contains 31.7 acres of landscape and 10 acres of hardscape
Region 3 contains 28.97 acres of landscape and 9.03 acres of hardscape

Bids were received by the City on June 4, 2021. The City received a total of three (3) responsive bids for these services. Garcia's was the lowest, responsible bidder for regions 1 and 3 while Mariposa was the lowest, responsible bidder for region 2. Each agreement also allows the City to have Garcia's and/or Mariposa do additional spraying services for weed abatement in City-owned vacant lots and undeveloped areas along arterial streets at a time and material rate. These

services will be requested as deemed necessary by staff and budget availability. Garica's and Mariposa meet all required City contractual provisions including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

The request for bid specified the contractors to begin service on August 1, 2021. Staff has negotiated with both vendors regarding start dates. Staff was successful in adjusting the agreement start date with Garcia's to July 1, 2021 for Regions 1 and 2. Mariposa will begin services in Region 2 effective August 1, 2021. Mariposa was unable to adjust the start date due to the procurement of additional equipment required to service the City medians.

Table 1: Bid Results

Monthly Costs for Median Landscape Services per Region	Mariposa Landscapes, Inc.	Garcia's Landscaping Maintenance, Inc.	Natural Green Landscape, Inc.
Region 1	$48,378	$48,000	$50,200
Region 2	$54,864	$62,000	$59,380
Region 3	$55,222	$51,000	$63,750
Non-Selective herbicide Application (per acre)	$1,800	$225	$450
Hourly Rate for As-needed Tasks (per hour)	$40	$40	$40
Material mark-up	15%	15%	15%

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the three (3) agreements with Garcia's and Mariposa is $6,025,000 for a three-year term for monthly landscaping services for City parkways and medians. The annual cost, starting July 1, 2021, will not exceed $2,008,333 and will be allocated from the Public Works Parks budget (101-5705-805-82-09). All costs associated with this agreement will be funded in the General Fund through the Measure E 1.5-cent sales tax revenue and is included in the FY 2021-22 Proposed Budget to be adopted on June 29, 2021. As-needed services will be based on needs and budget availability.

Table 2: Spending Plan per Region

Spending Plan for Monthly Median Landscape Services per Region	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Region 1 Monthly Landscaping (Garcia's)	$576,000	$576,000	$576,000	$1,900,000
Region 1 As-needed services (Garcia's)	$57,333	$57,333	$57,334	
Region 2 Monthly Landscaping (Mariposa)	$603,504	$658,368	$658,368	$2,125,000
Region 2 As-needed services (Mariposa)	$104,829	$49,965	$49,966	
Region 3 Monthly Landscaping (Garcia's)	$612,000	$612,000	$612,000	$2,000,000
Region 3 As-needed services (Garcia's)	$54,666	$54,667	$54,667	
Total	$2,008,332	$2,008,333	$2,008,335	$6,025,000

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Garcia's Median Maintenance A-8344
2. Mariposa Median Maintenance A-8345
3. Garcia's Median Maintenance A-8346
4. Garcia's Landscape - PW21-73R Bid Results
5. Mariposa Landscapes Inc. - PW21-73R Bid Results
6. Region Map
7. Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Landscaping Maintenance, Inc

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 1

(4) Schedule of Services: Monthly Landscaping Maintenance located in Median ways located within Region 1 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $1,900,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Tenley Garcia

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Garcia's Landscaping Maintenance, Inc
Attn: Tenley Garcia
2102 Hughes Drive
Oxnard, CA 93033

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☒ Region 1 Detail Maps
☒ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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. If either the second or third option is selected in response to (10) on the Cover Page, 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 Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. 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.

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

GARCIA'S LANDSCAPING MAINTENANCE, INC.

_____ _____
Pablo Garcia, President[2] Date

_____ _____
Tenley Garcia, Secretary Date

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

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

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 are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

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. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

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.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

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 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. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

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, 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 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 shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

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 prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways 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. 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.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly 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 for approval.

K. 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. 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. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly 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 . 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.

L. 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. Mowing shall occur once a month. 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. 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.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City’s designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. 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.

S. 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 date and time.

T. 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.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

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 parkways and medians
7. Take extended breaks while at City facilities

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. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

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

Not applicable.

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

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

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

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

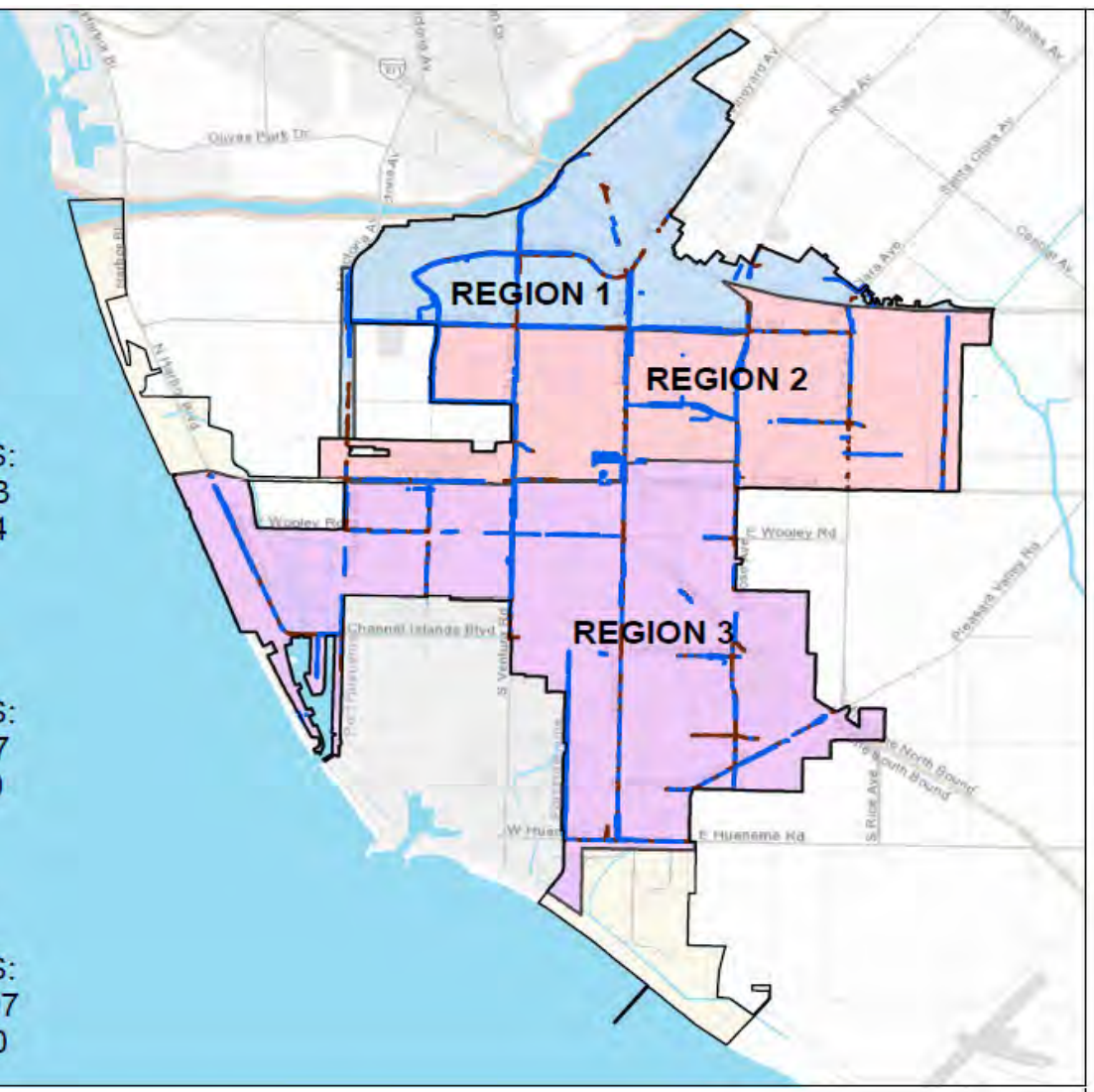
The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 1

	Monthly Cost
Region 1	**$48,000.00**
Non-Selective herbicide applicate	**$225/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**

REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES

TREES ALONG ARTERIAL STREETS: ~6,660 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 0.5 1 2 Miles

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Medians & Parkways
Hardscape

INSURANCE EXHIBIT
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.

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. 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 <u>and</u> 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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY)n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 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, 2020

42. 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 **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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.

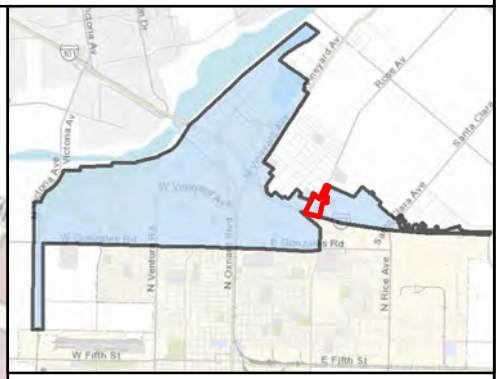
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage 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 page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 1 WORK DETAIL: PAGE 1 OF 33, AUTO CENTER 1



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,621 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,642 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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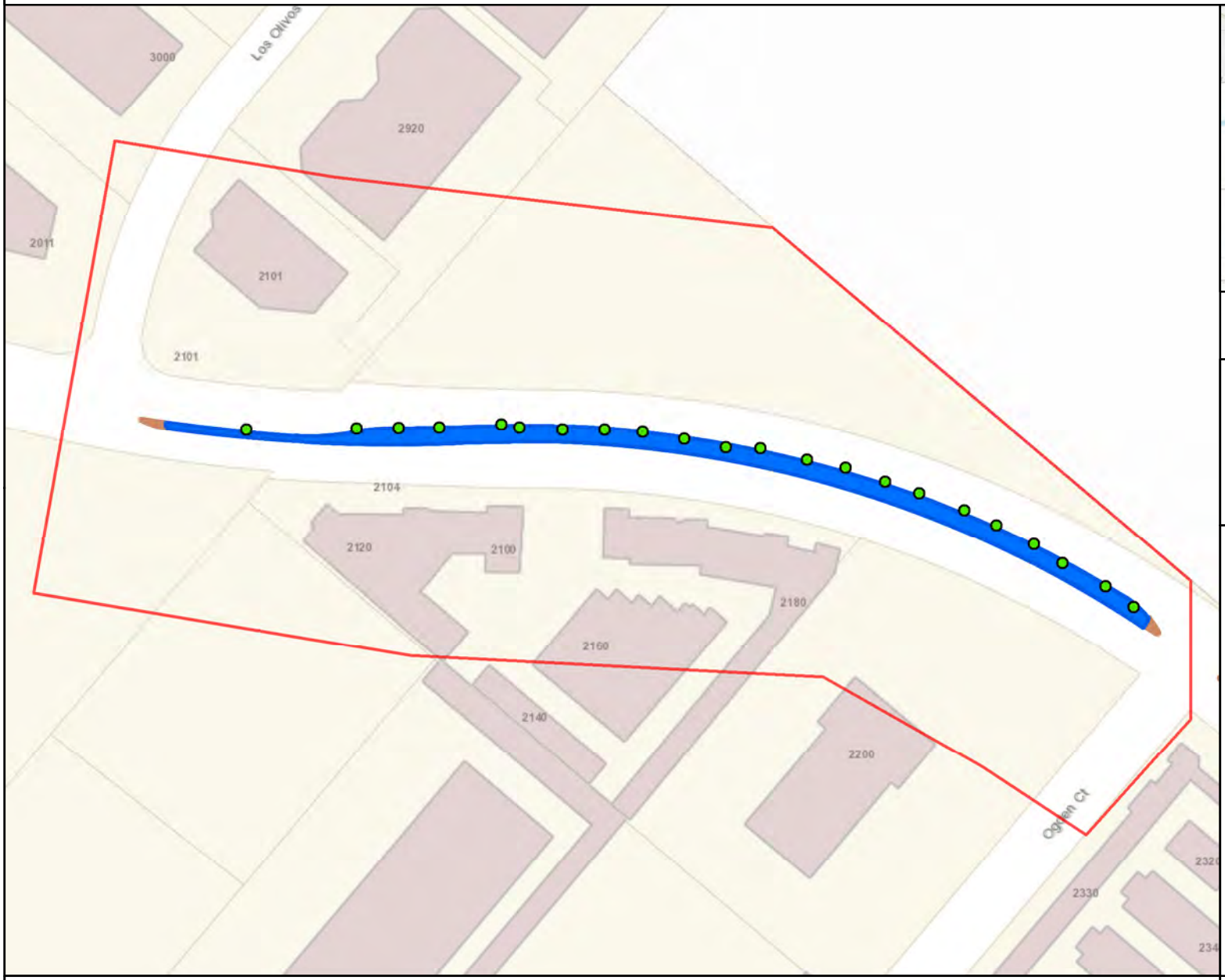
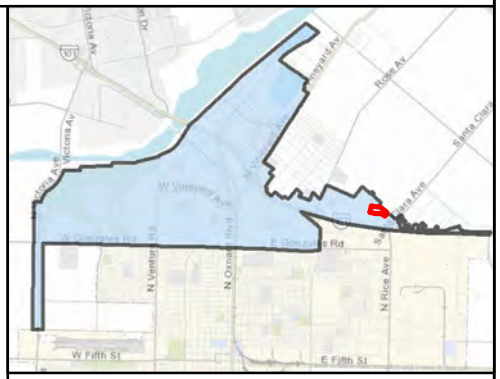
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 2 OF 33, AUTO CENTER 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,328 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~222 SQ FT
~0.01 ACRES

PROJECT TREES:
22 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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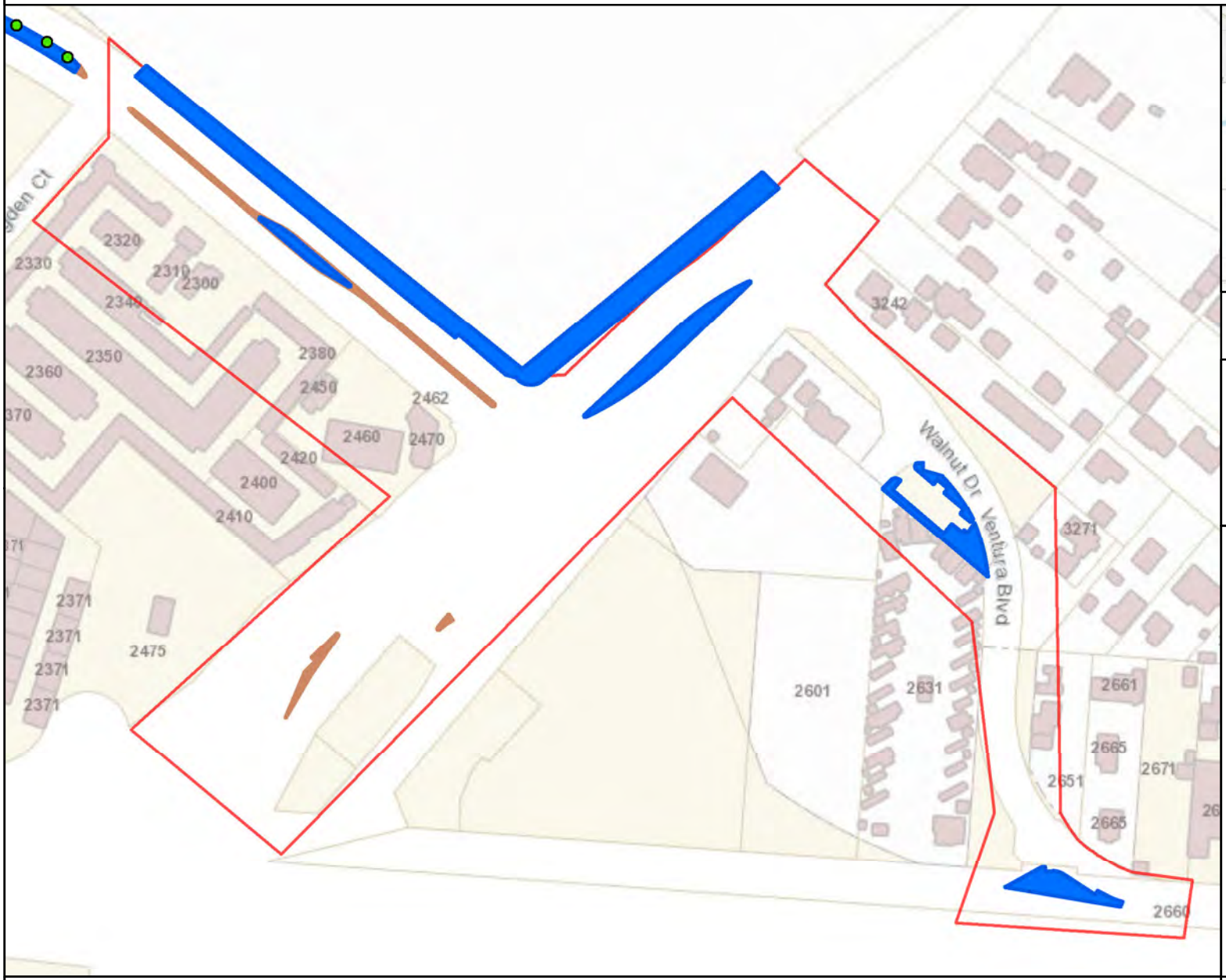
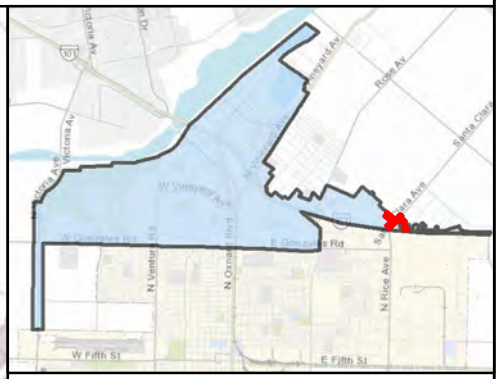
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 3 OF 33, AUTO CENTER 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,861 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,982 SQ FT
~0.09 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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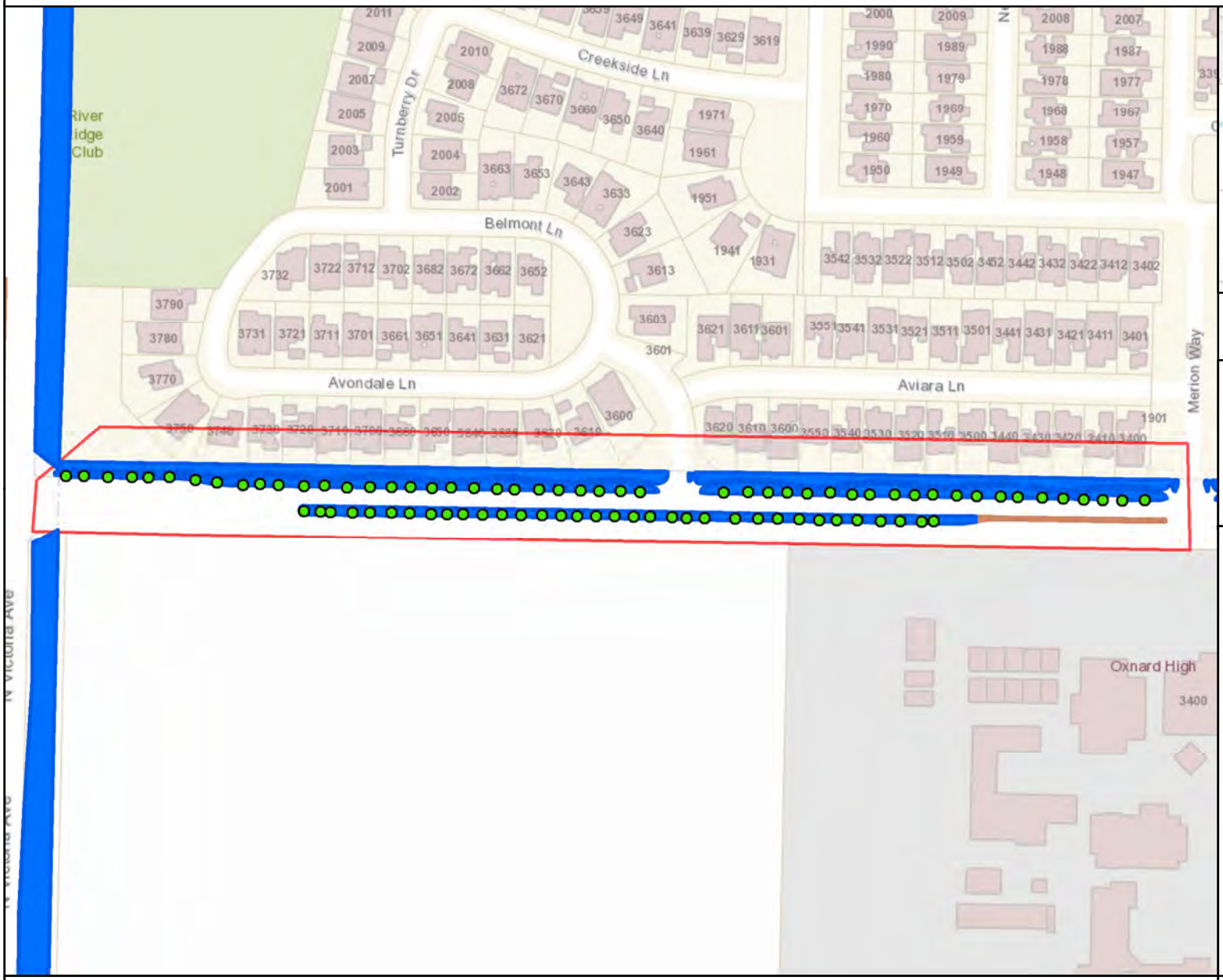
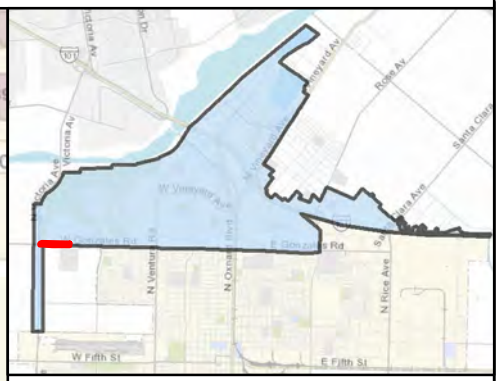
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 4 OF 33, GONZALES 01





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,608 SQ FT
~1.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,446 SQ FT
~0.03 ACRES

PROJECT TREES:
83 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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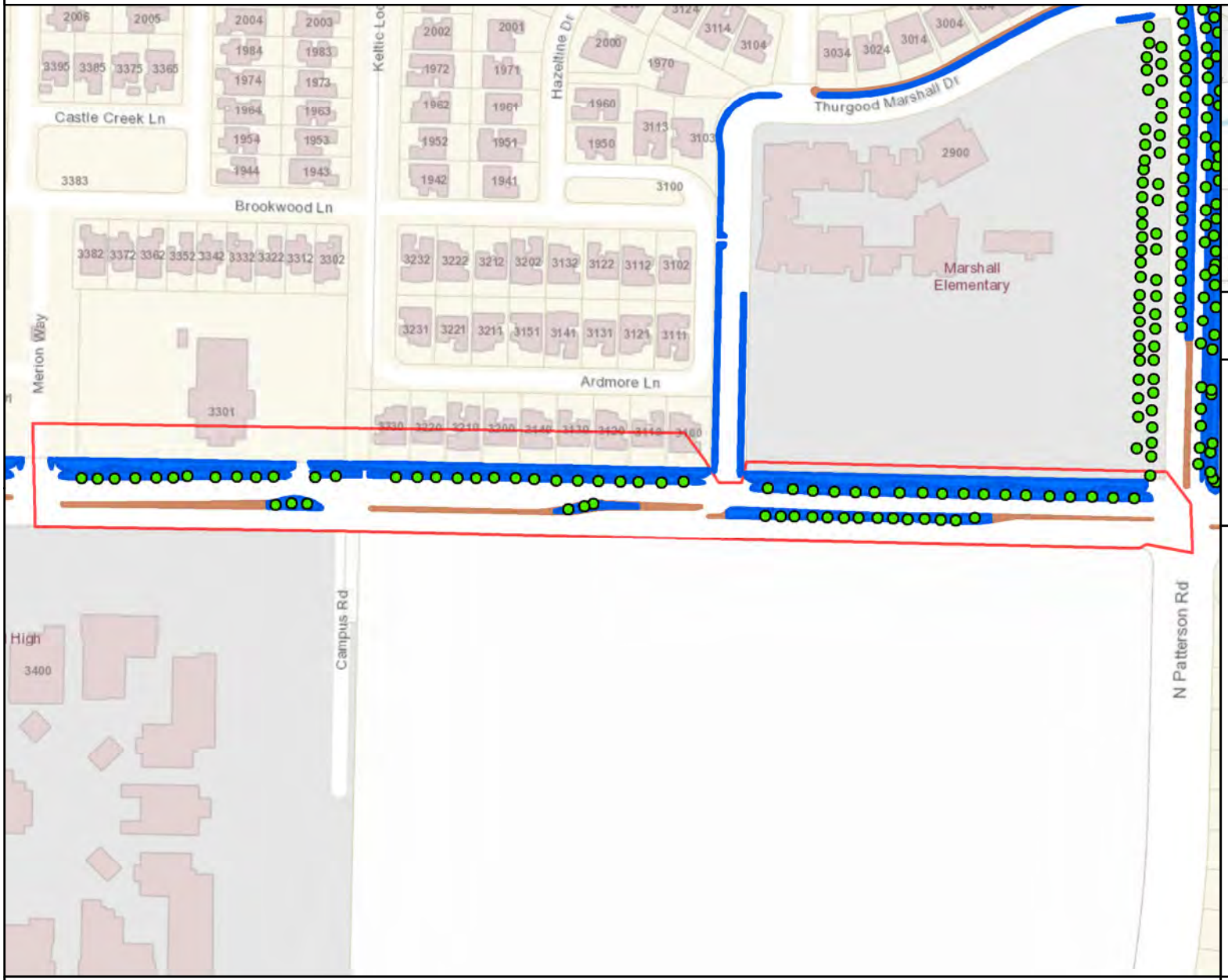
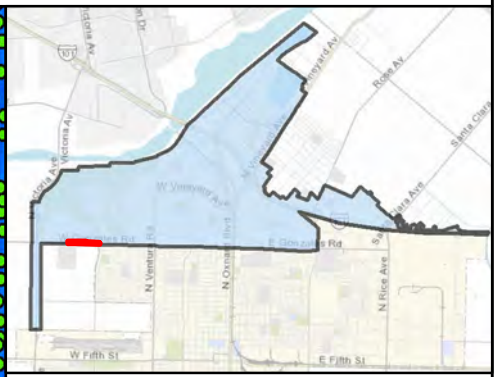
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 5 OF 33, GONZALES 02





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~58,869 SQ FT
~1.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,633 SQ FT
~0.15 ACRES

PROJECT TREES:
67 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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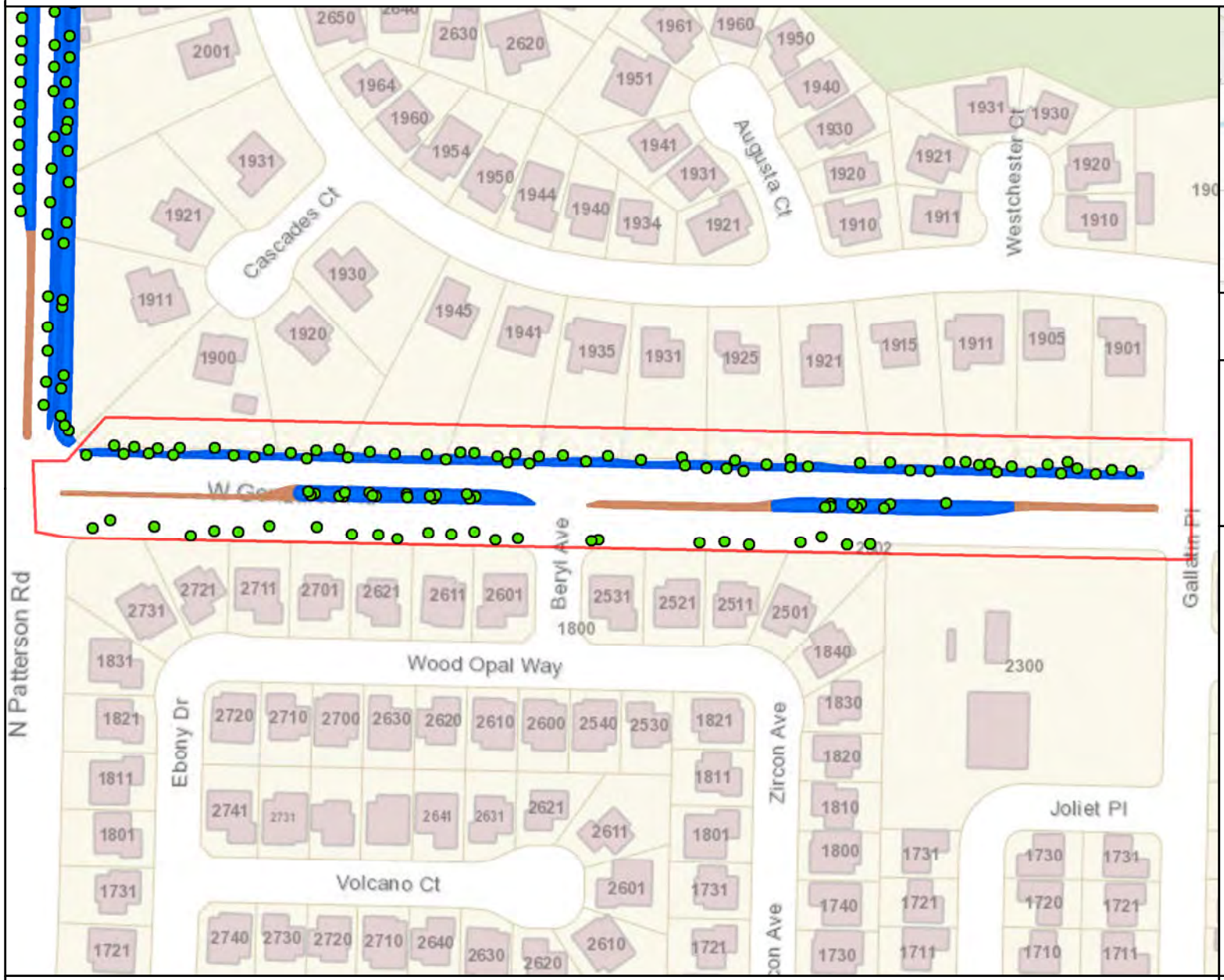
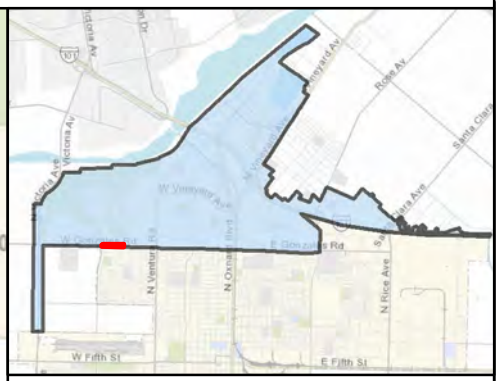
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 6 OF 33, GONZALES 03





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~18,396 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,744 SQ FT
~0.09 ACRES

PROJECT TREES:
111 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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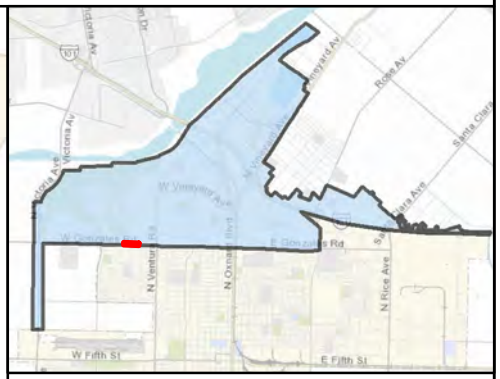
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 7 OF 33, GONZALES 04



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,225 SQ FT
~0.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,537 SQ FT
~0.06 ACRES

PROJECT TREES:
84 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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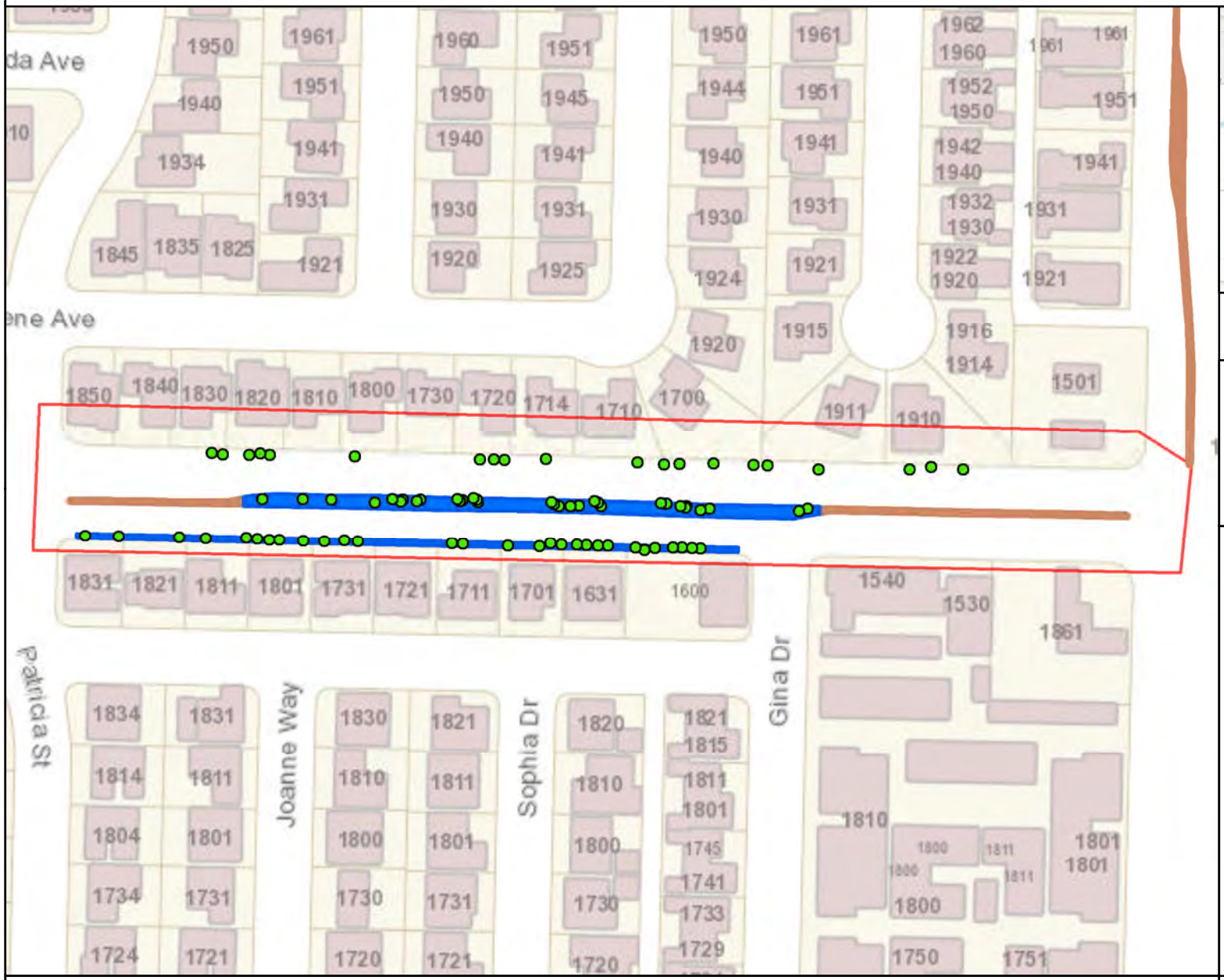
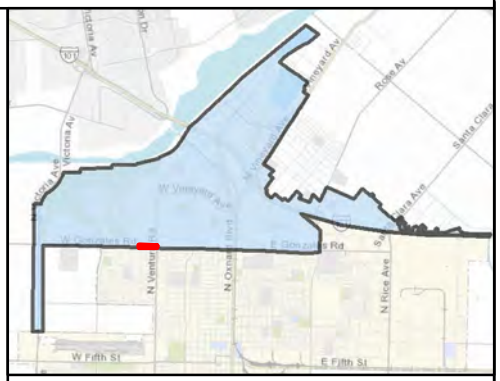
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 8 OF 33, GONZALES 05





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,098 SQ FT
~0.25 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,761 SQ FT
~0.06 ACRES

PROJECT TREES:
81 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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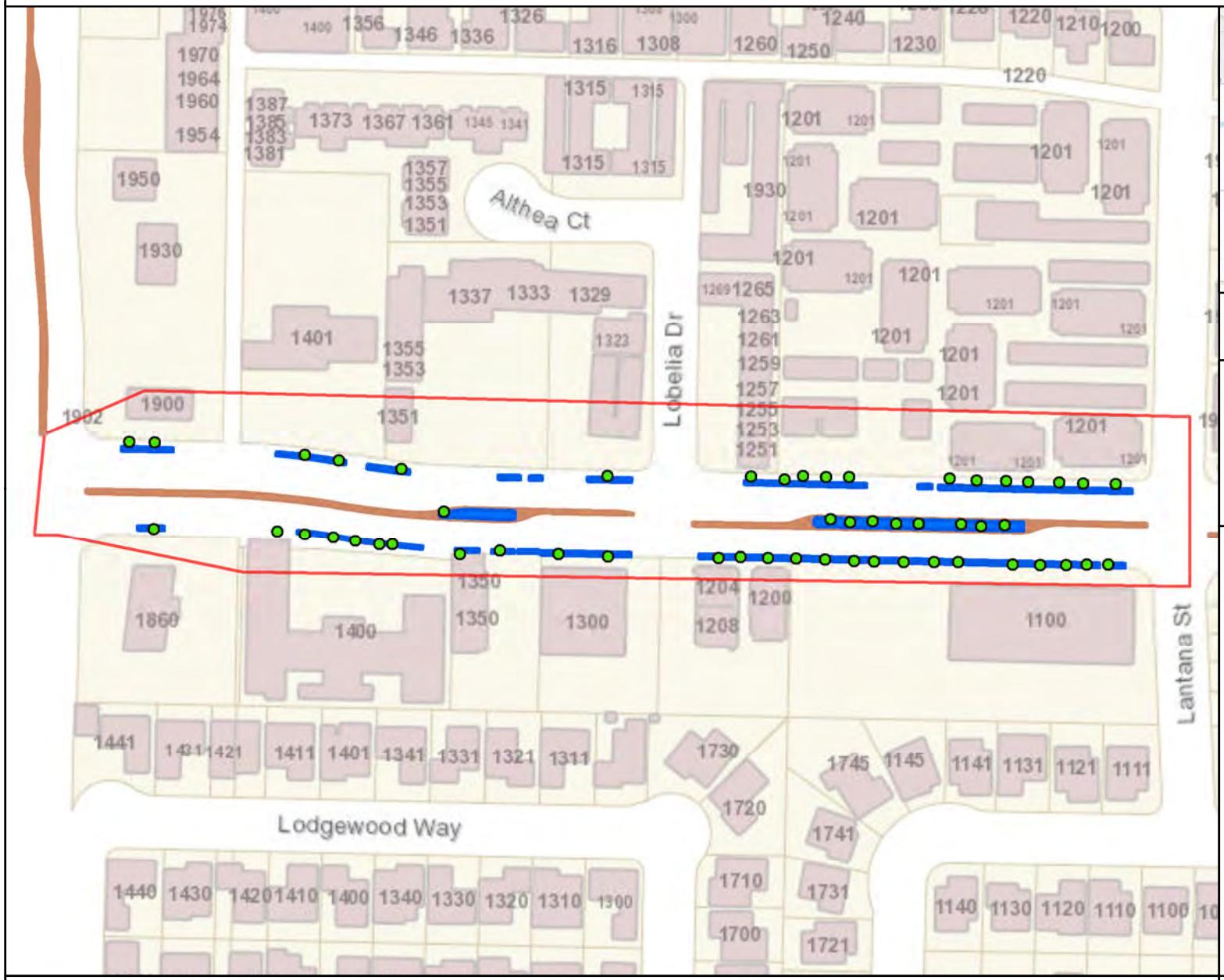
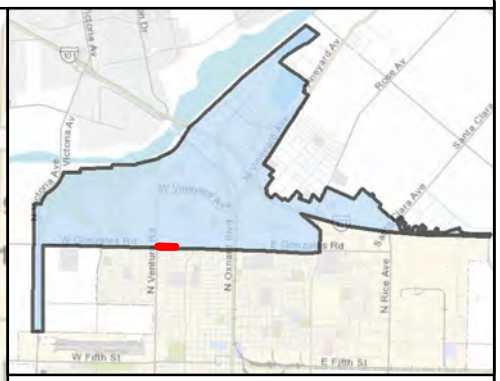
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 9 OF 33, GONZALES 06





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,509 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,307 SQ FT
~0.12 ACRES

PROJECT TREES:
53 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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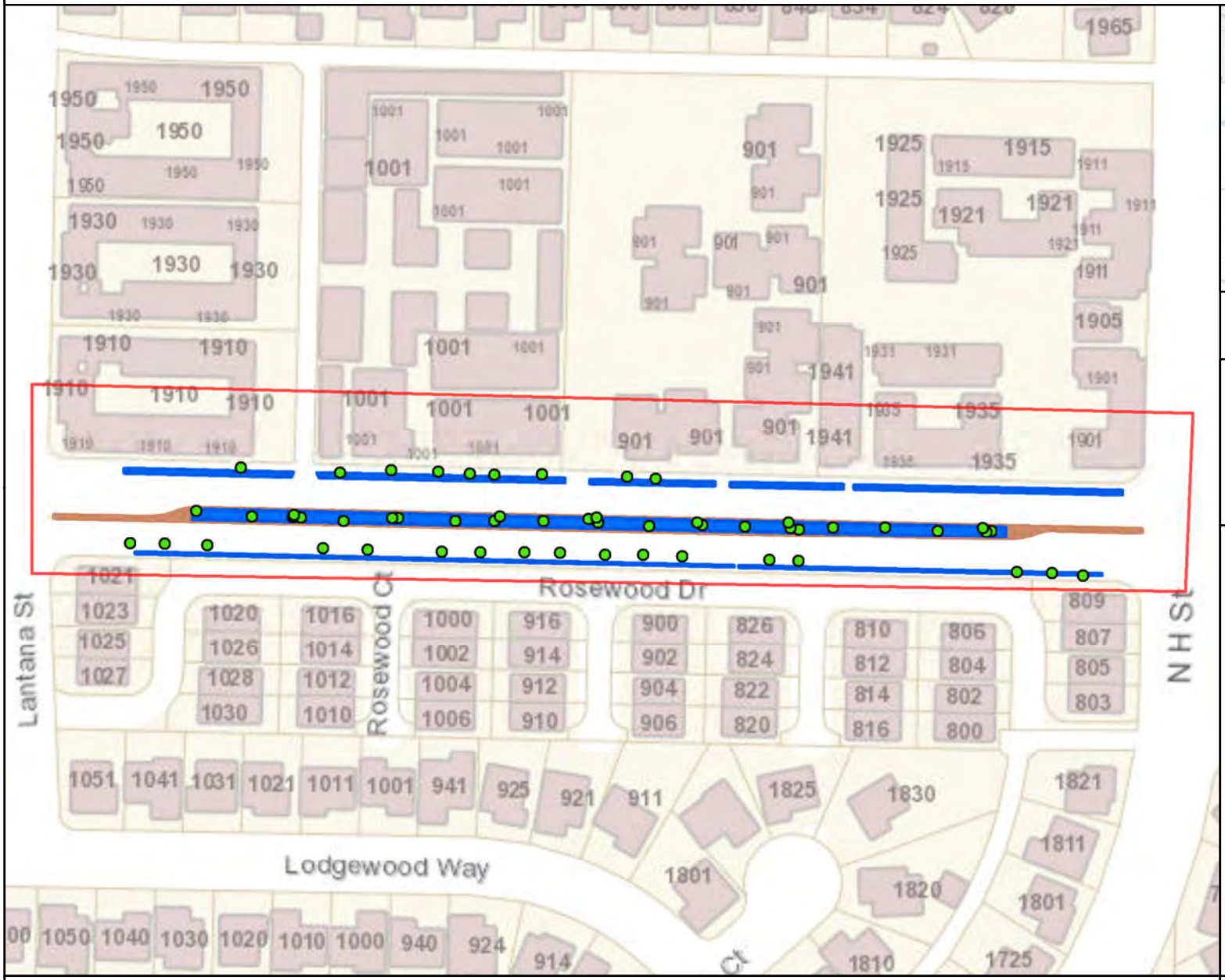
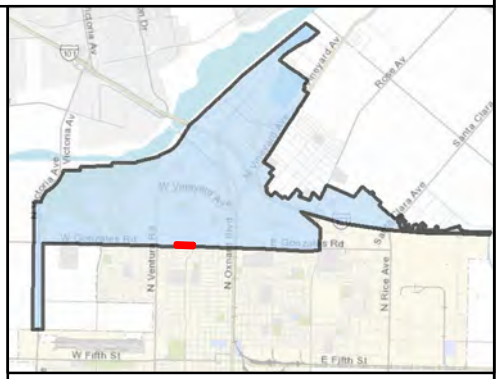
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 10 OF 33, GONZALES 07





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,608 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,834 SQ FT
~0.11 ACRES

PROJECT TREES:
54 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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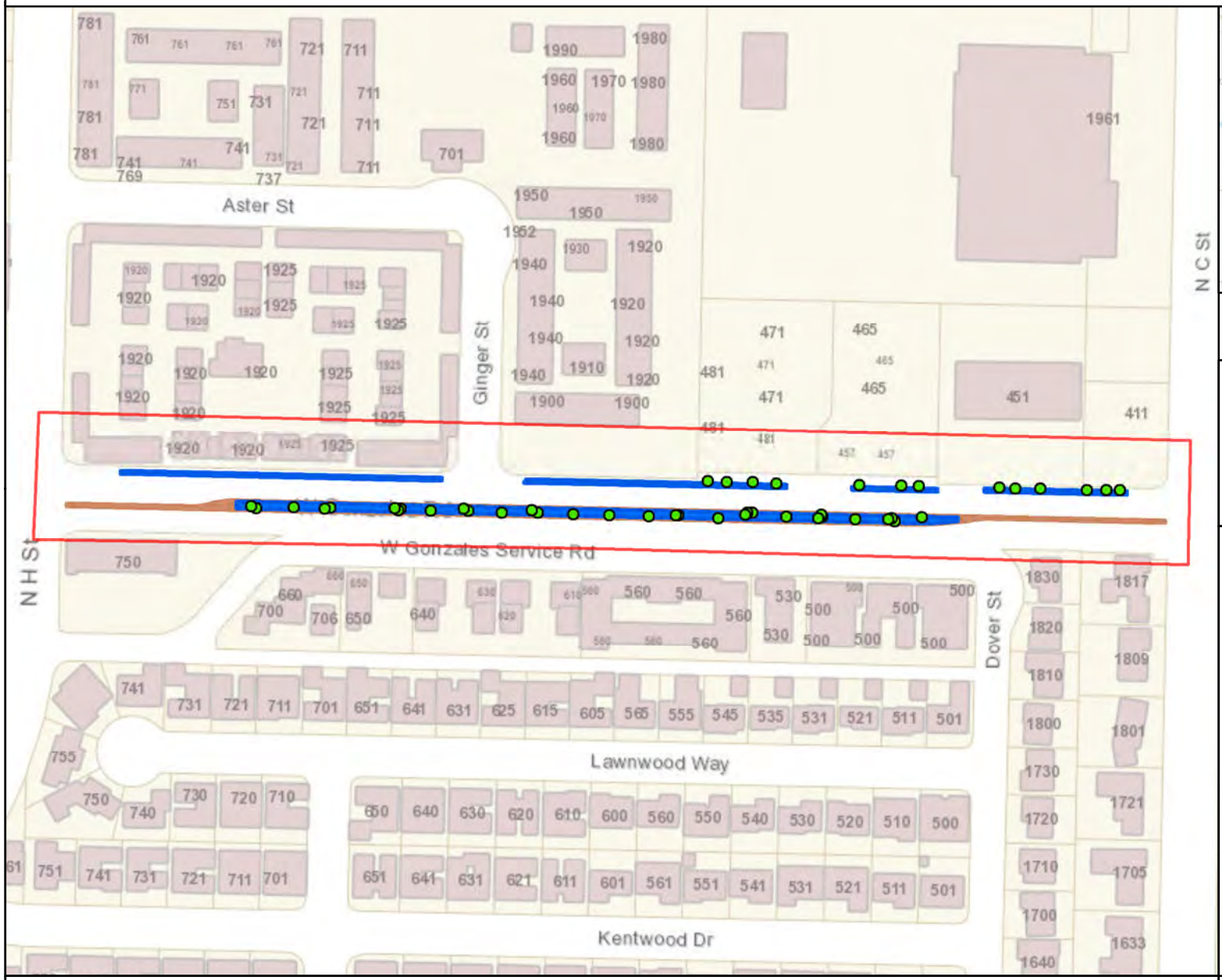
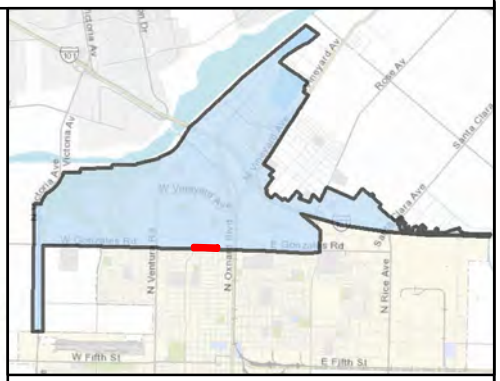
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 11 OF 33, GONZALES 08





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,215 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,594 SQ FT
~0.15 ACRES

PROJECT TREES:
45 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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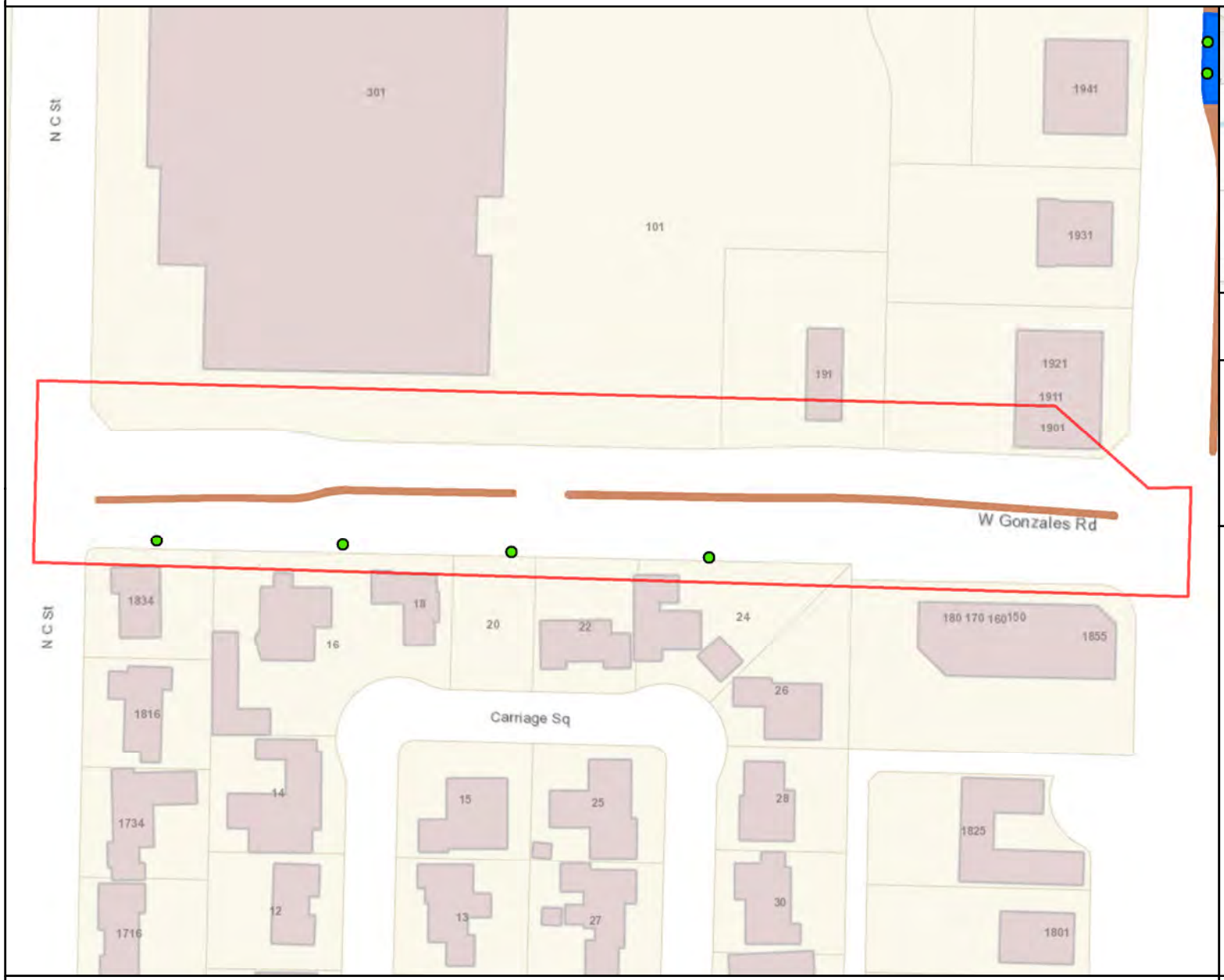
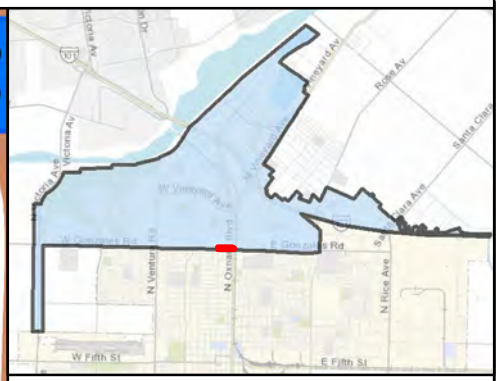
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 12 OF 33, GONZALES 09





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,767 SQ FT
~0.09 ACRES

PROJECT TREES:
4 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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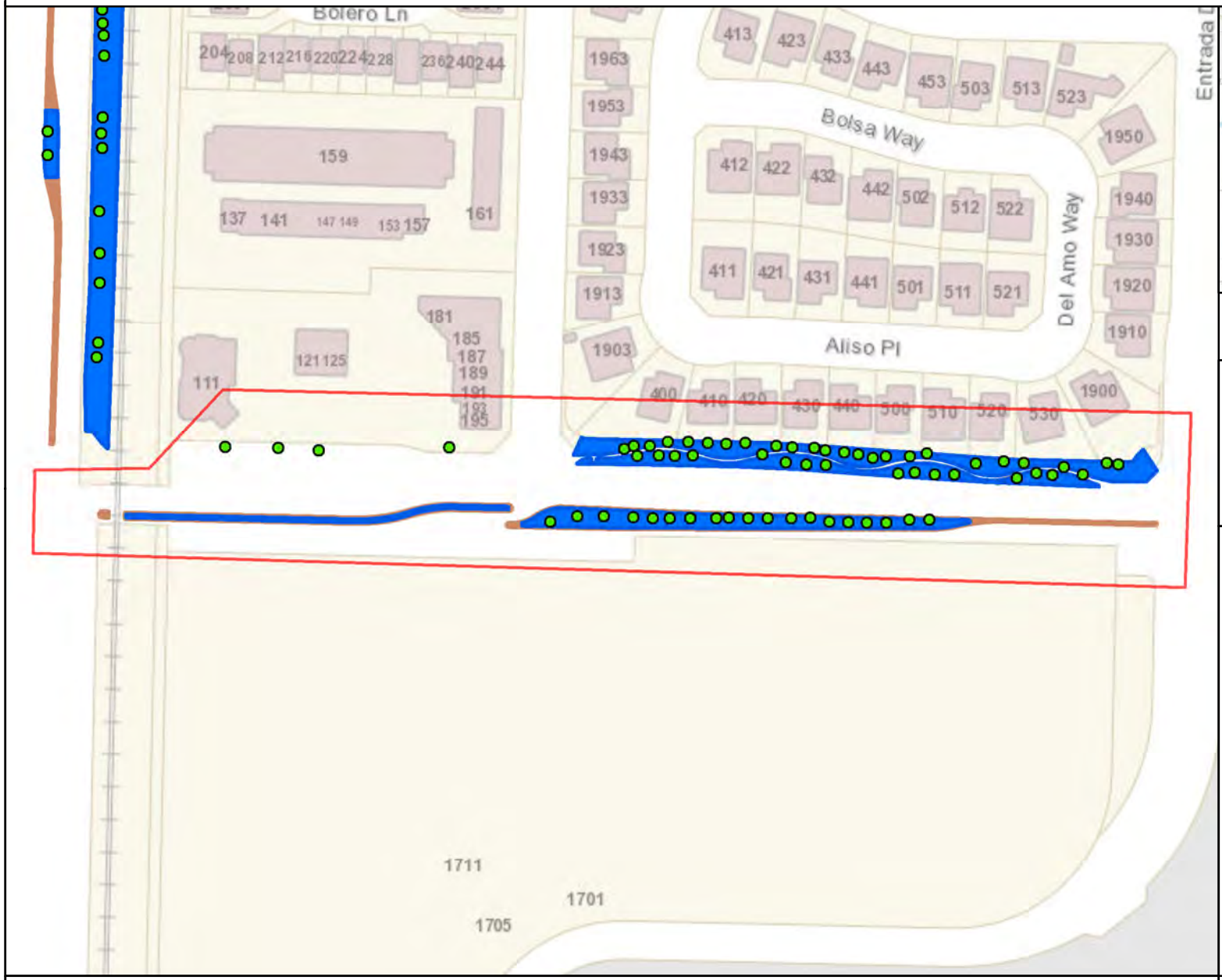
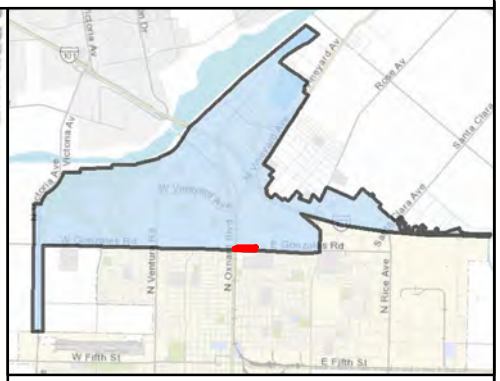
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 13 OF 33, GONZALES 10





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,529 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,330 SQ FT
~0.12 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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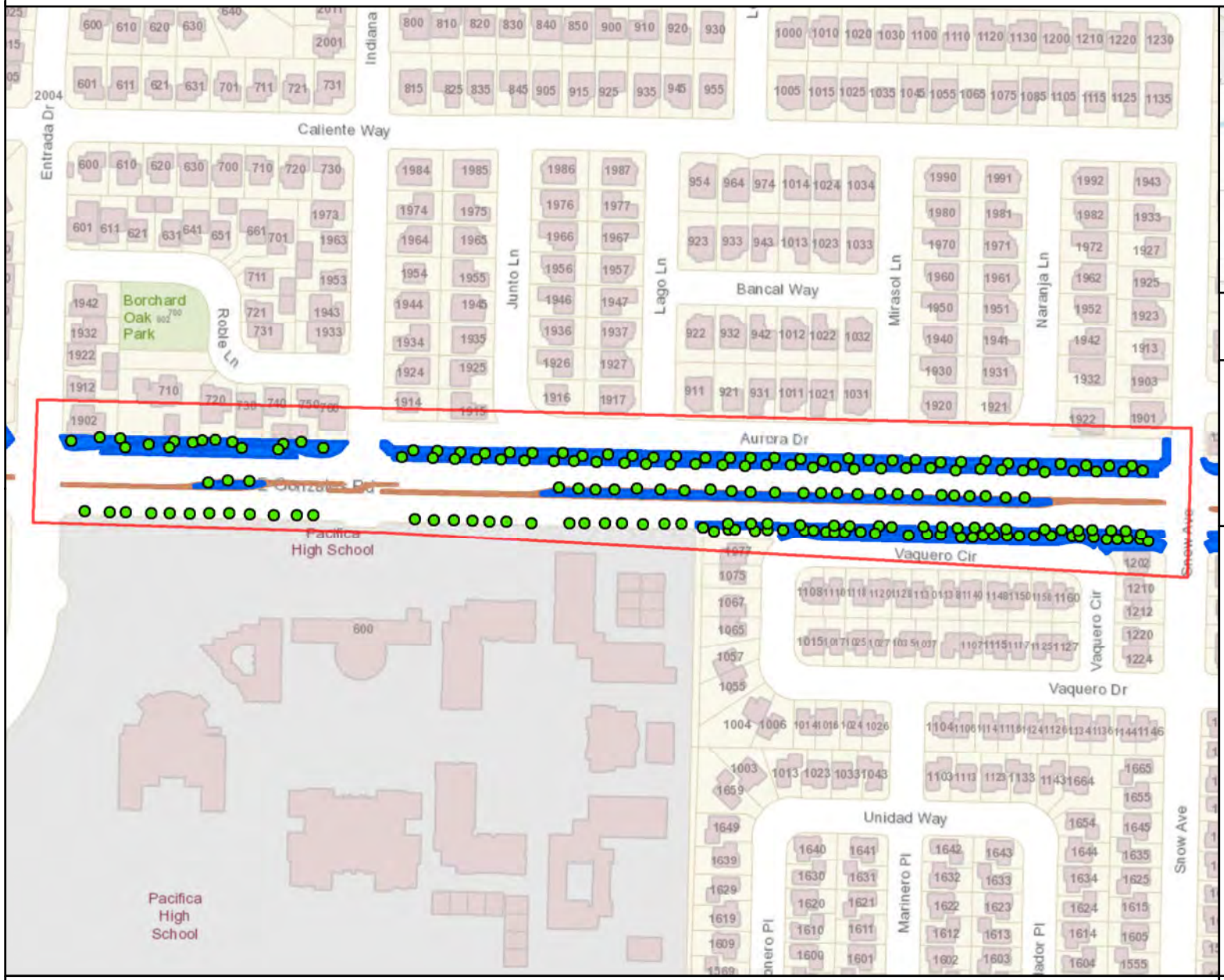
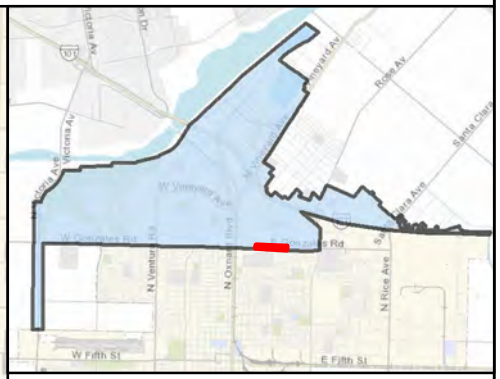
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 14 OF 33, GONZALES 11





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~67,925 SQ FT
~1.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,420 SQ FT
~0.19 ACRES

PROJECT TREES:
186 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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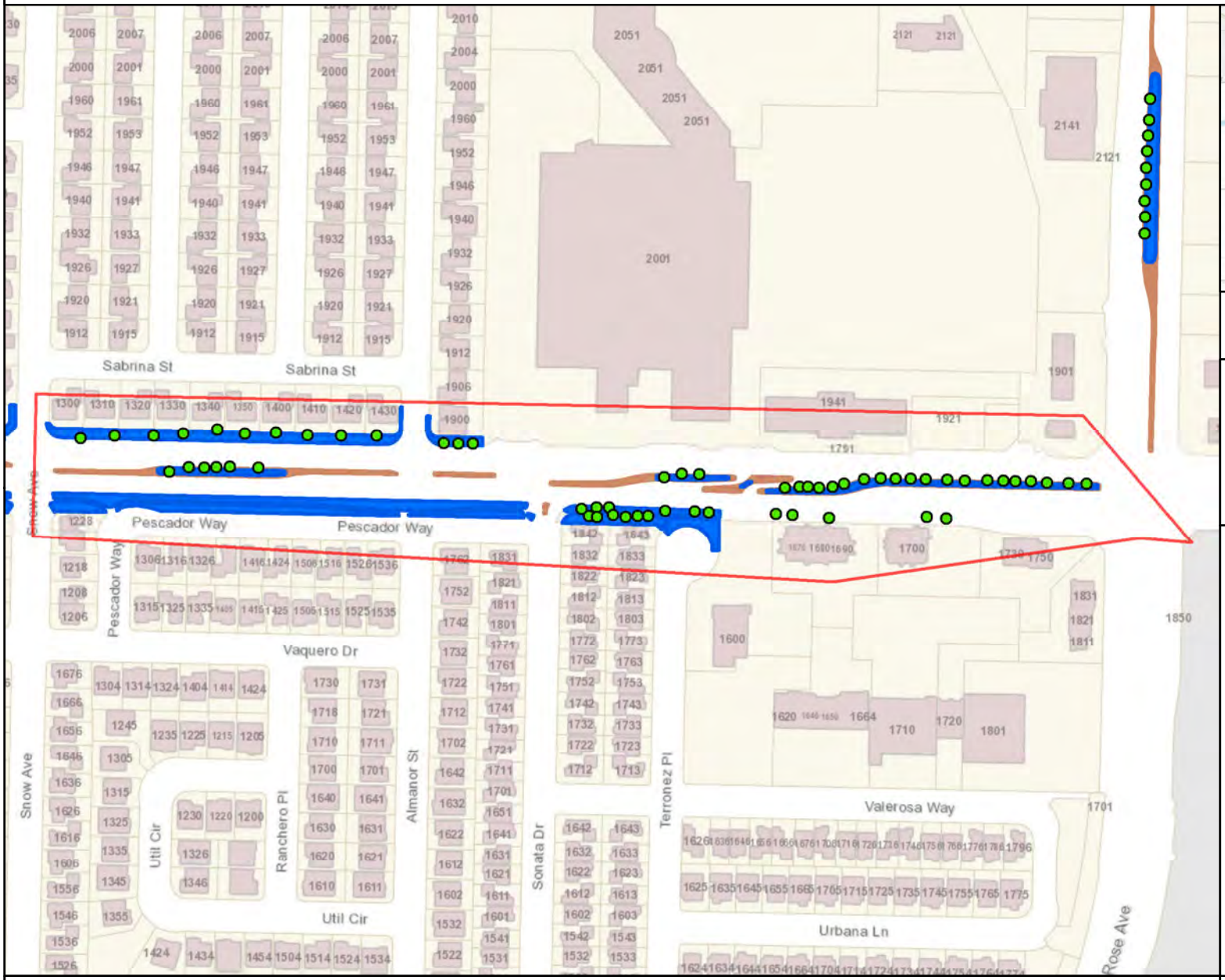
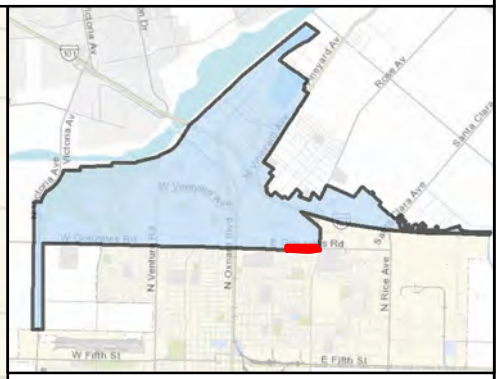
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 15 OF 33, GONZALES 12





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,186 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,371 SQ FT
~0.22 ACRES

PROJECT TREES:
59 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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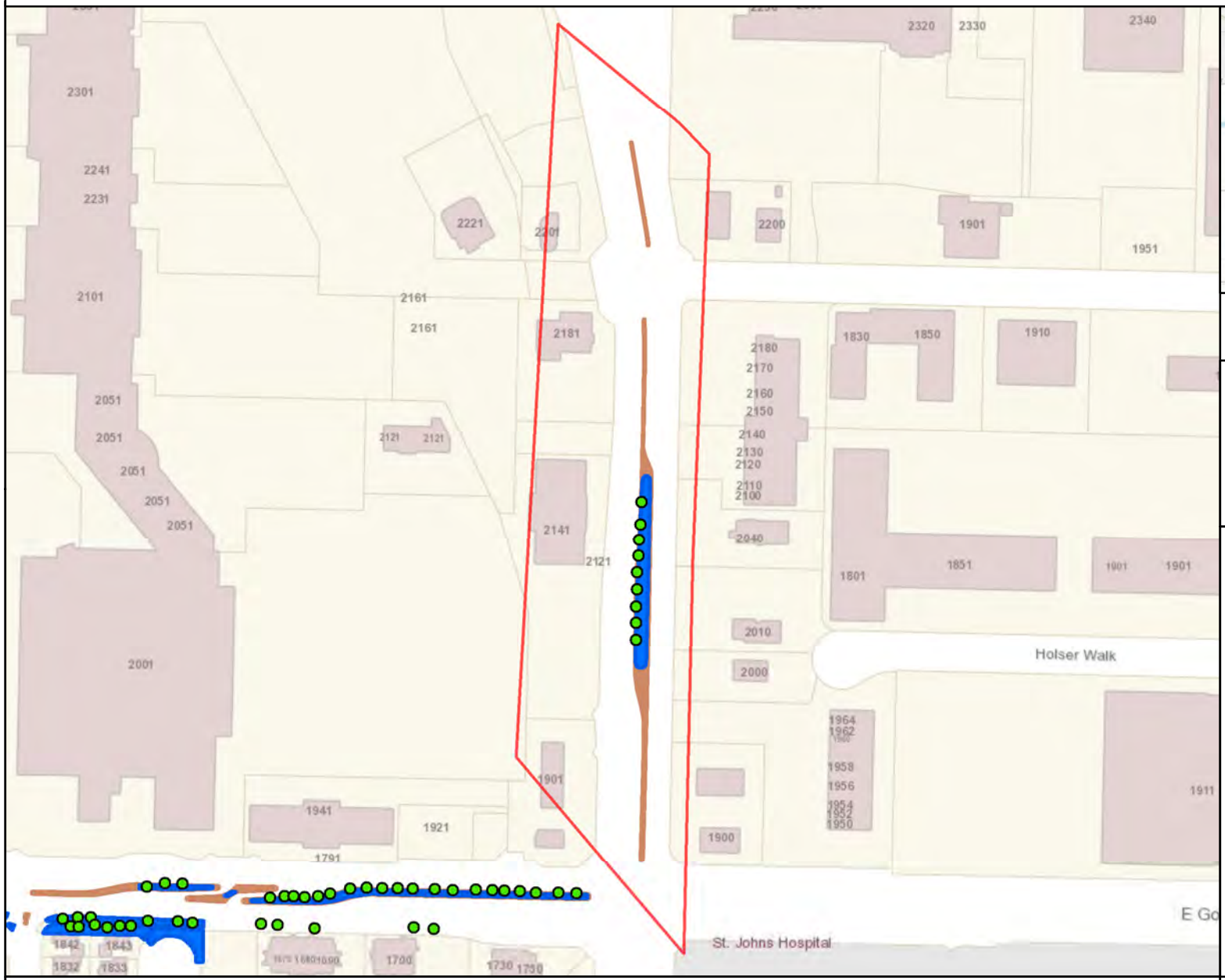
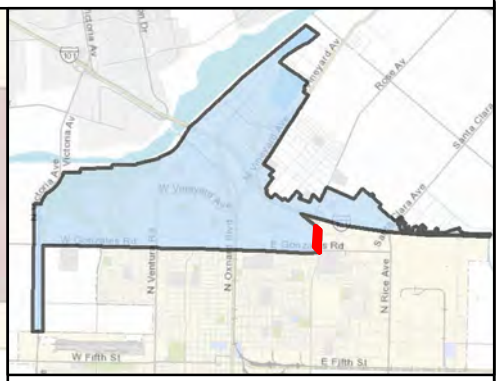
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 16 OF 33, ROSE





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,403 SQ FT
~0.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,775 SQ FT
~0.13 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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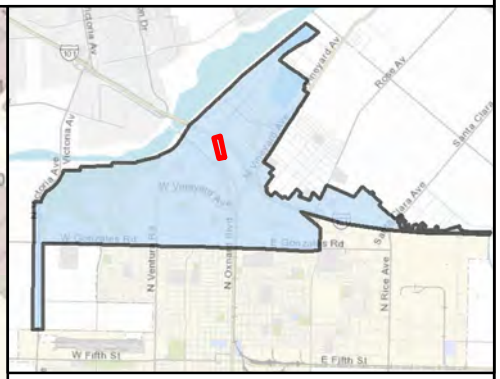
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 17 OF 33, OXNARD BL 1



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,453 SQ FT
~0.33 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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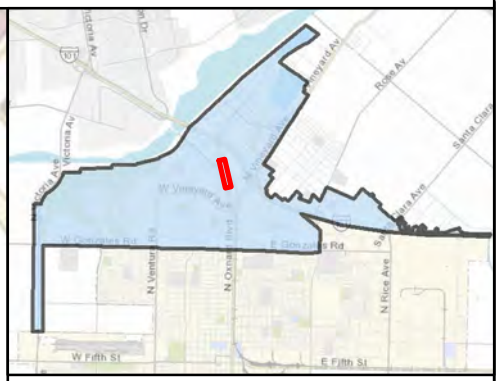
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 18 OF 33, OXNARD BL 2



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,837 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,331 SQ FT
~0.03 ACRES

PROJECT TREES:
45 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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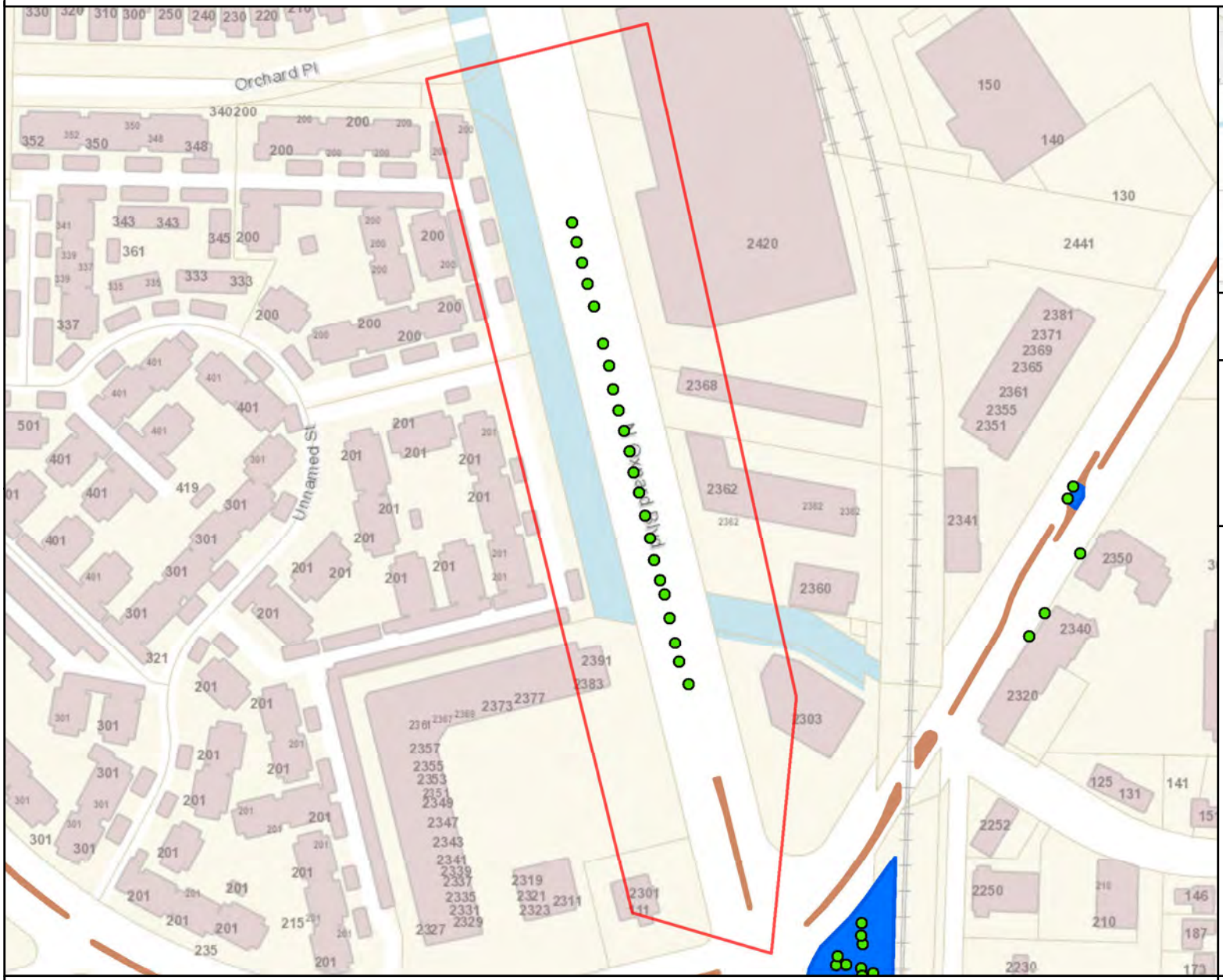
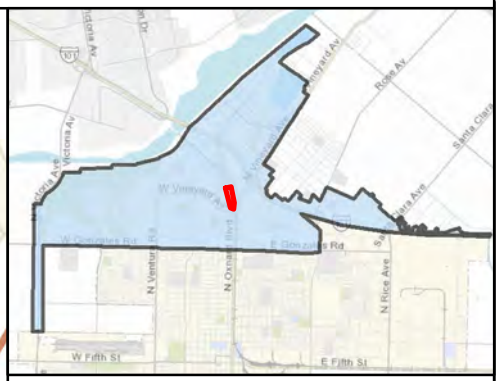
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 19 OF 33, OXNARD BL 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,053 SQ FT
~0.02 ACRES

PROJECT TREES:
22 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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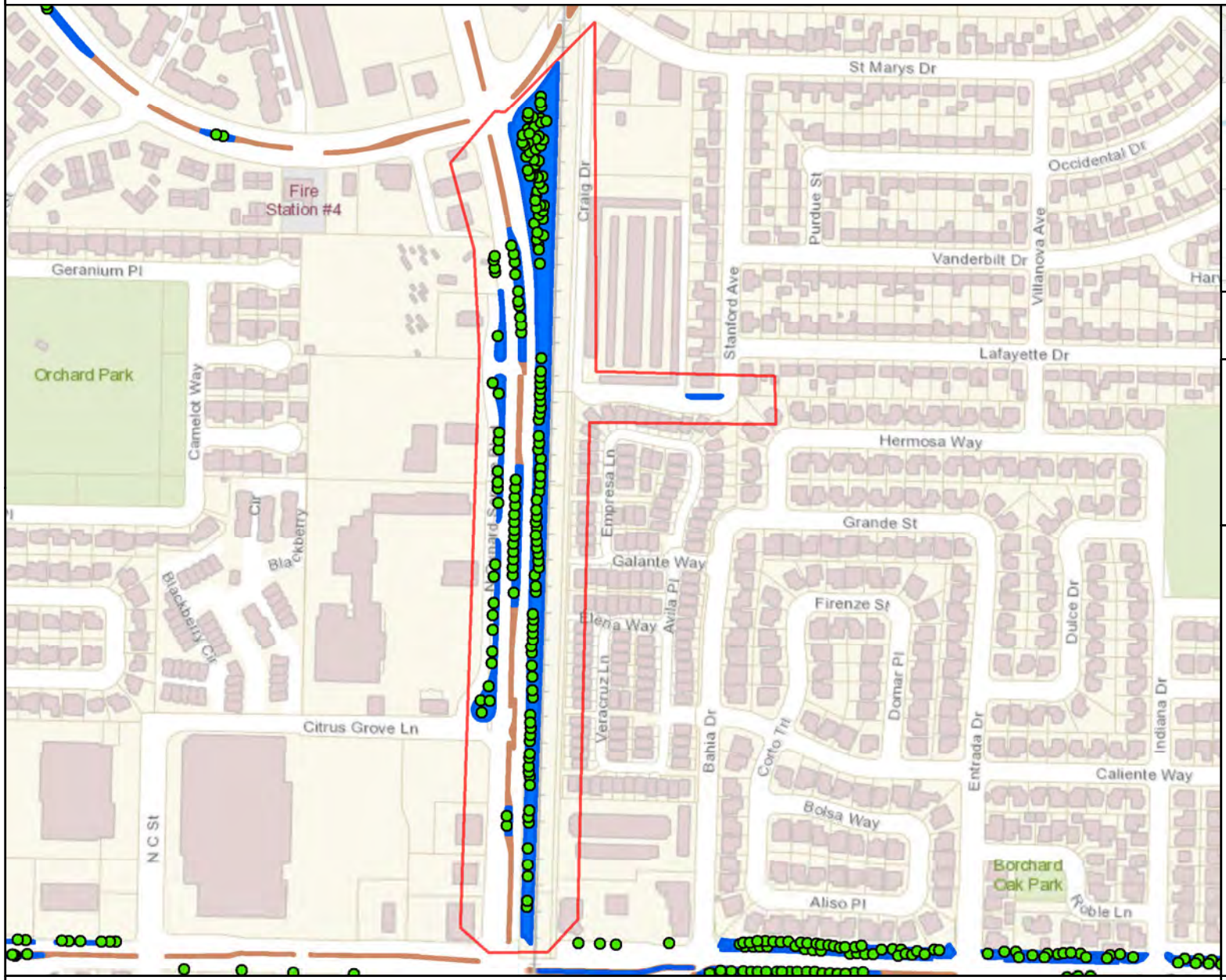
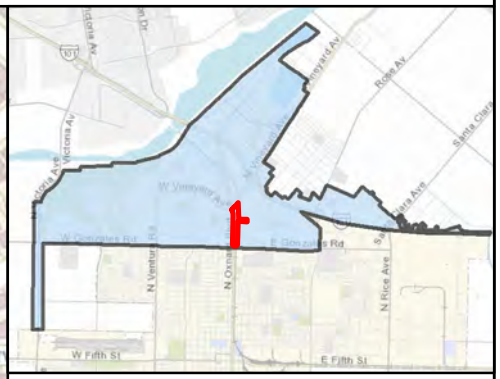
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 20 OF 33, OXNARD BL 4





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~176,589 SQ FT
~4.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,410 SQ FT
~0.22 ACRES

PROJECT TREES:
164 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 Feet

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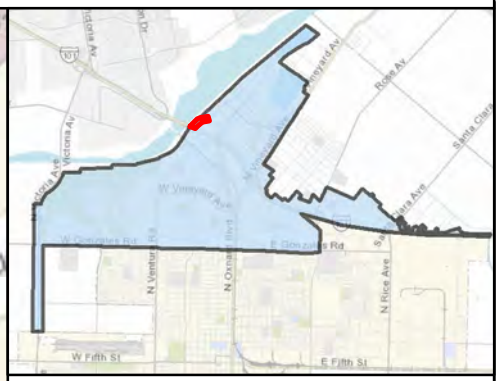
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 21 OF 33, VENTURA 1



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,546 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,266 SQ FT
~0.03 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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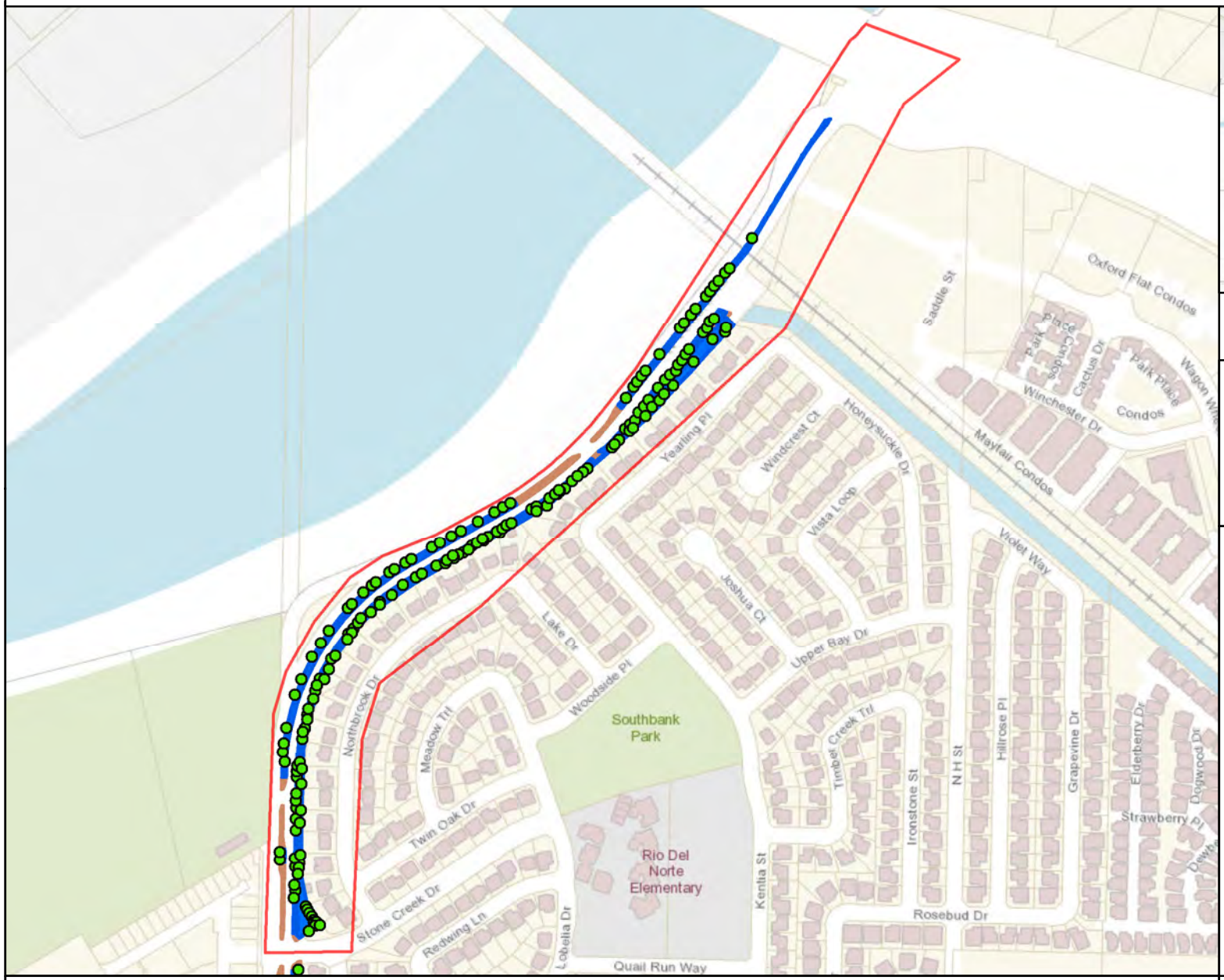
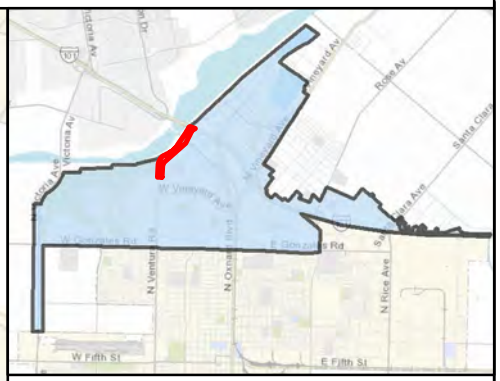
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 22 OF 33, VENTURA 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~110,625 SQ FT
~2.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~34,747 SQ FT
~0.8 ACRES

PROJECT TREES:
168 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

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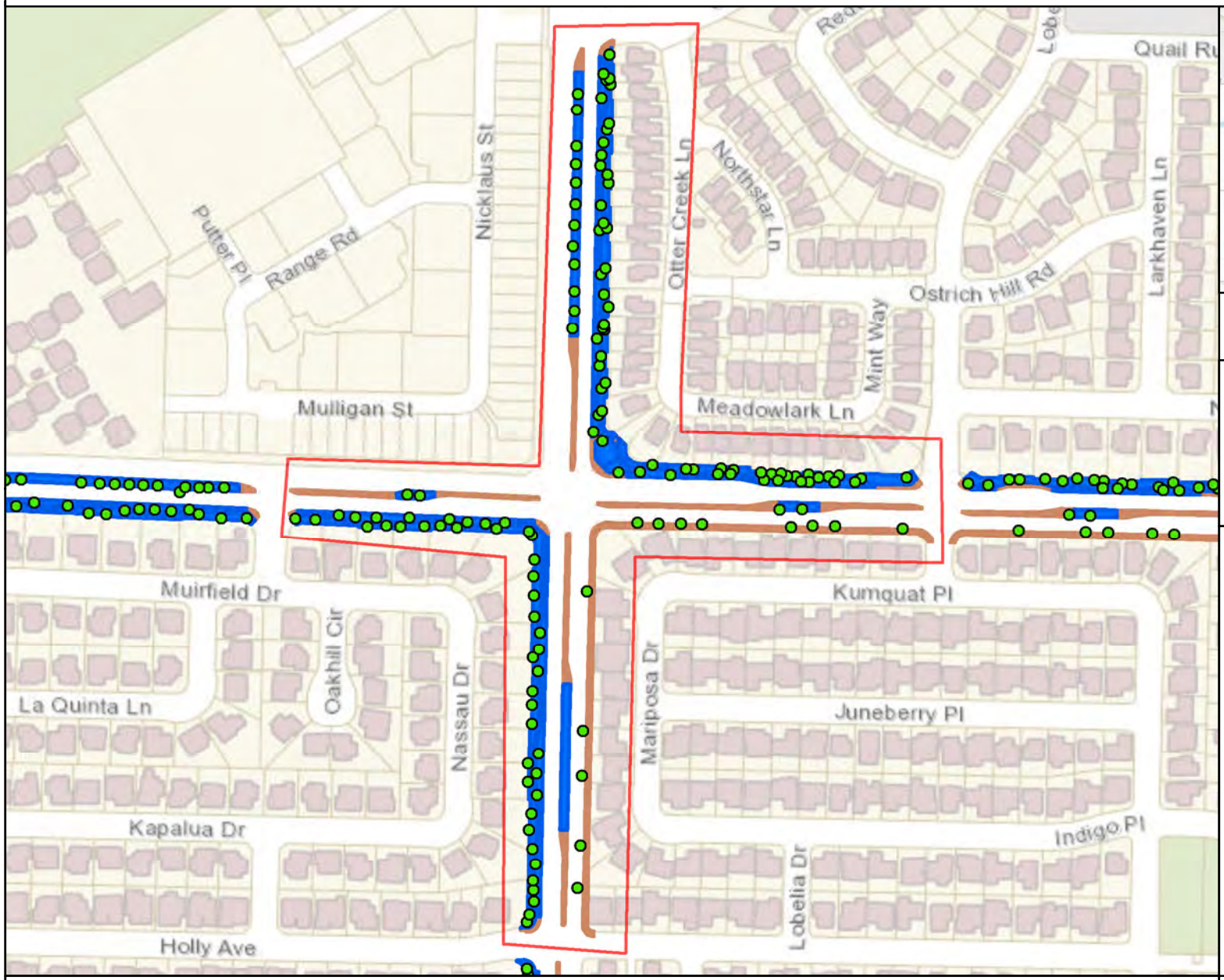
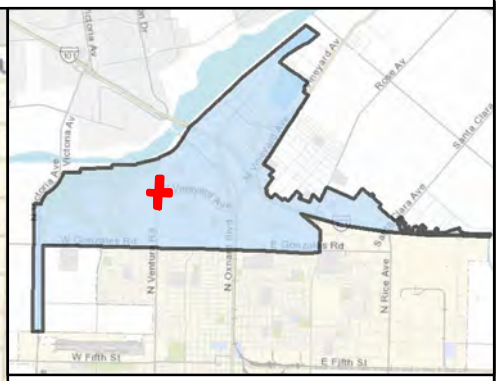
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 23 OF 33, VENTURA 3/ VINEYARD 4





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~87,004 SQ FT
~2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~57,850 SQ FT
~1.33 ACRES

PROJECT TREES:
133 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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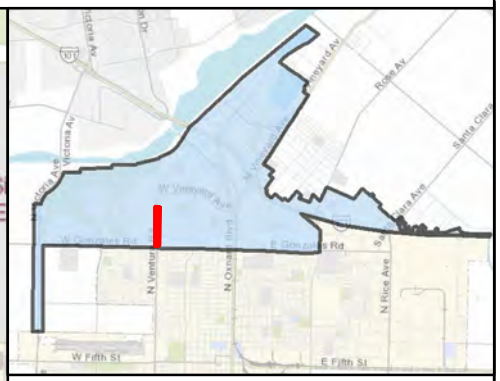
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 24 OF 33, VENTURA 4



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,783 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,420 SQ FT
~0.22 ACRES

PROJECT TREES:
25 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

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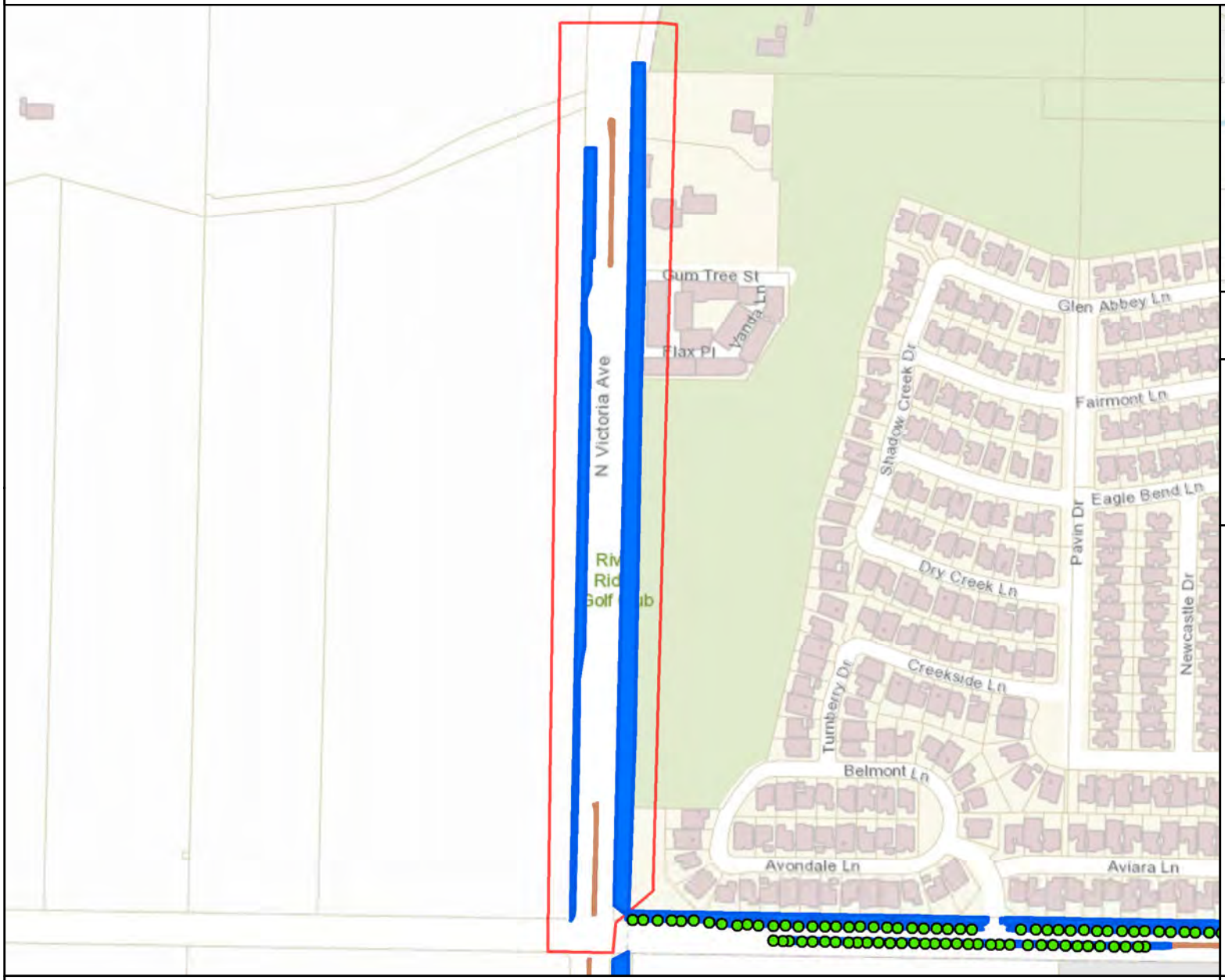
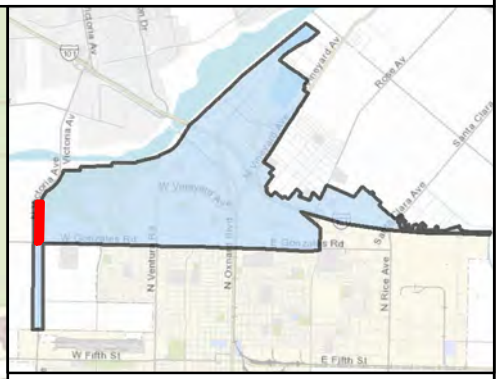
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 25 OF 33, VICTORIA 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~165,430 SQ FT
~3.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,615 SQ FT
~0.08 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

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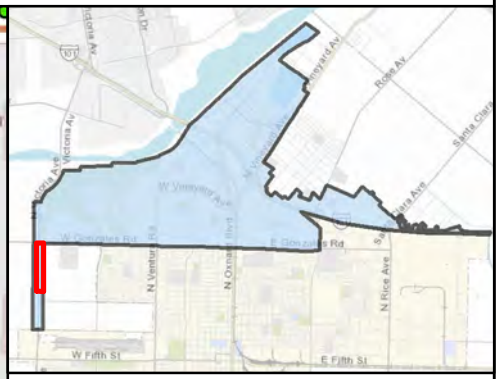
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 26 OF 33, VICTORIA 2



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,184 SQ FT
~1.66 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,719 SQ FT
~0.04 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 Feet

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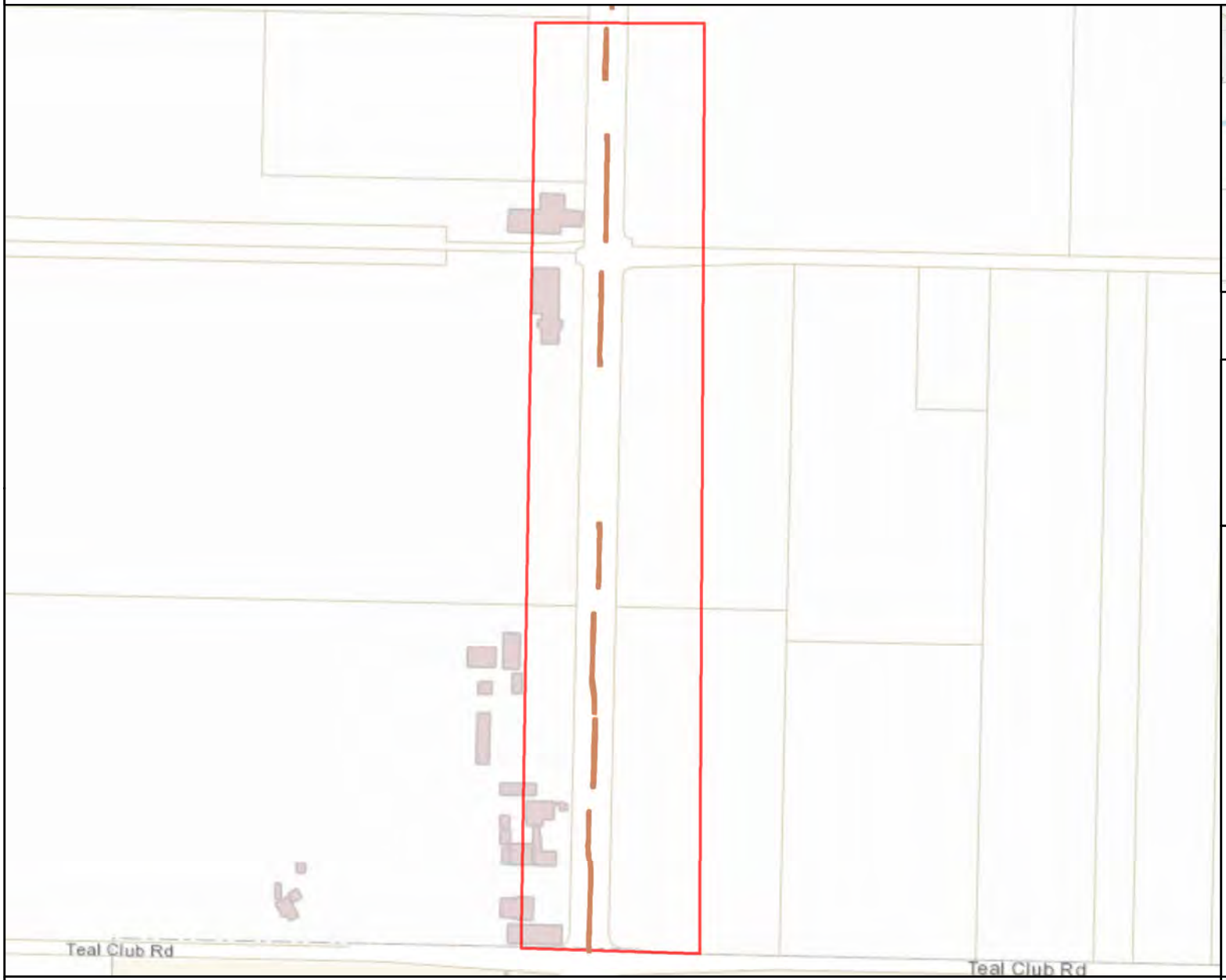
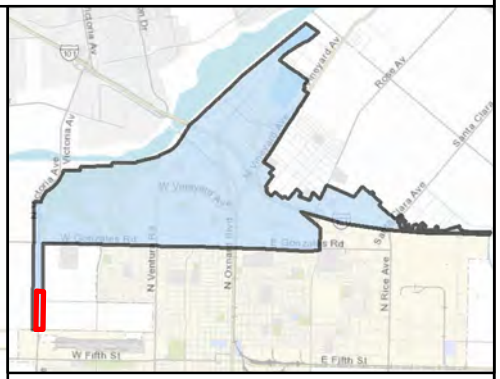
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 27 OF 33, VICTORIA 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,021 SQ FT
~0.18 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

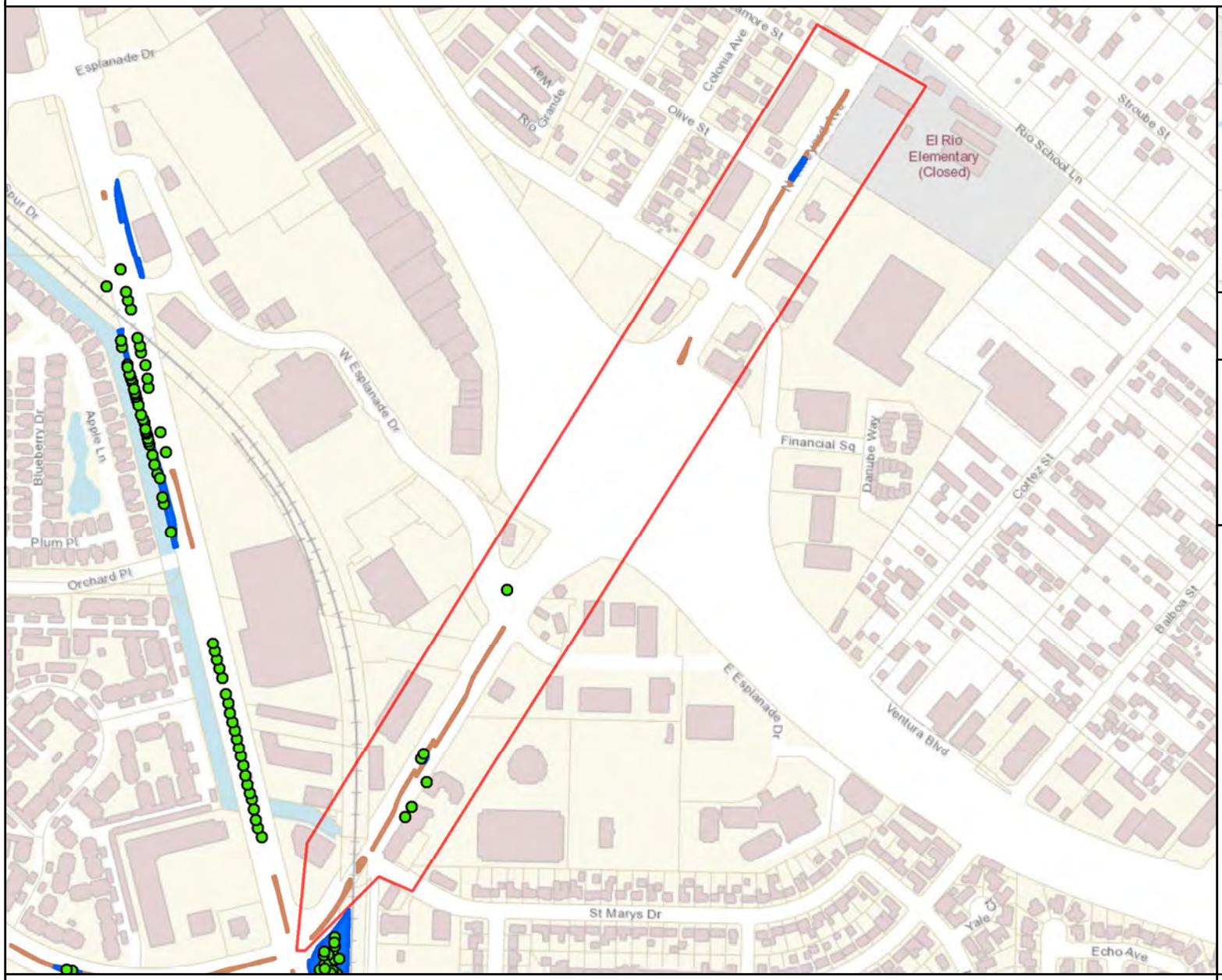
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

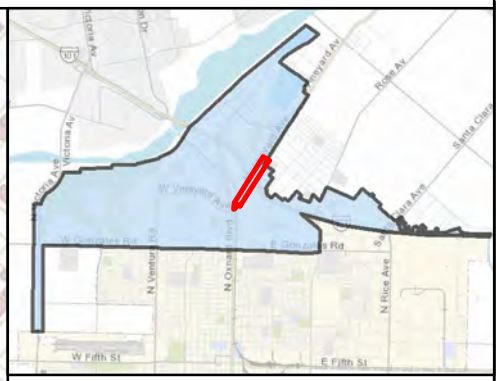
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 28 OF 33, VINEYARD 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,834 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,892 SQ FT
~0.23 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

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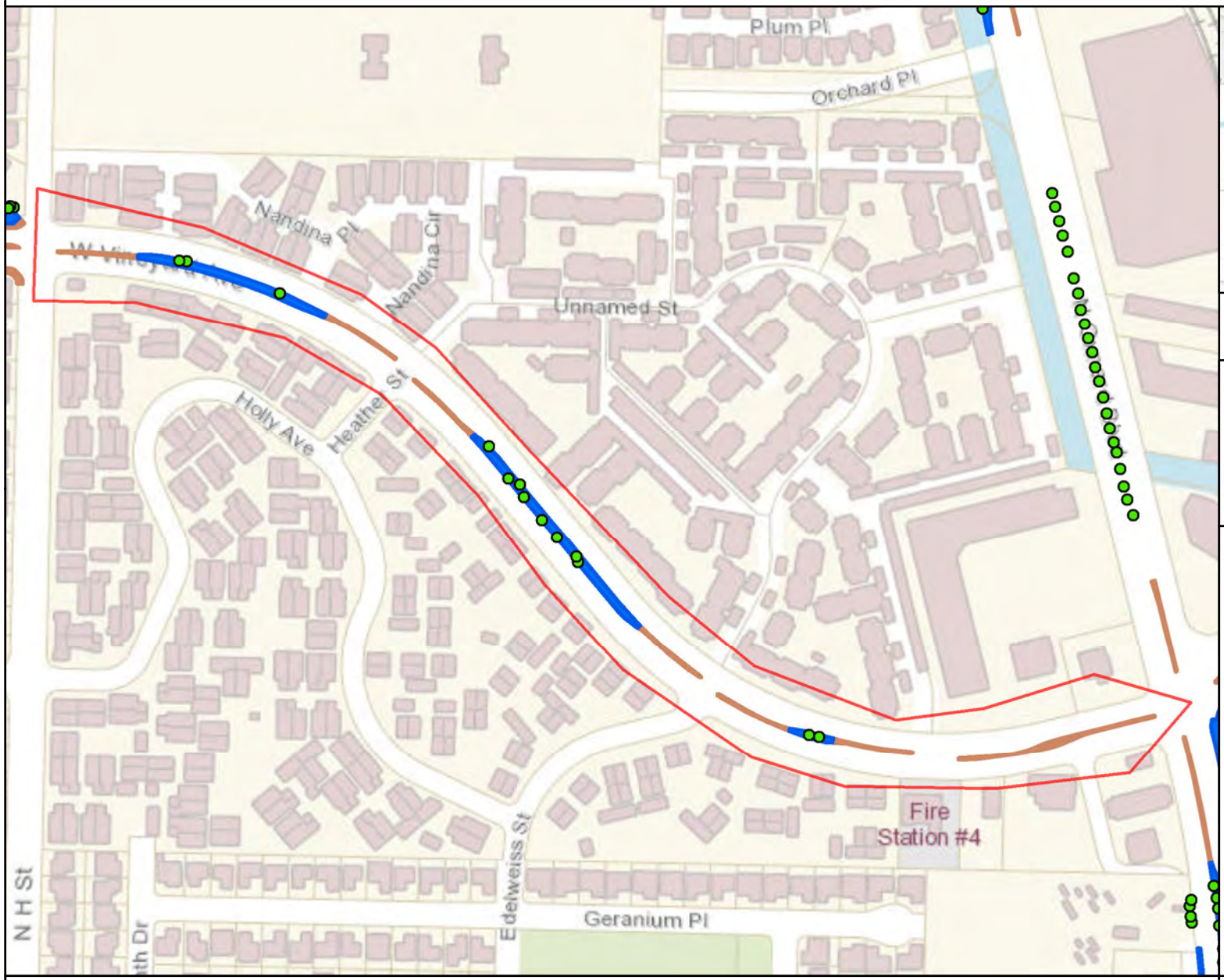
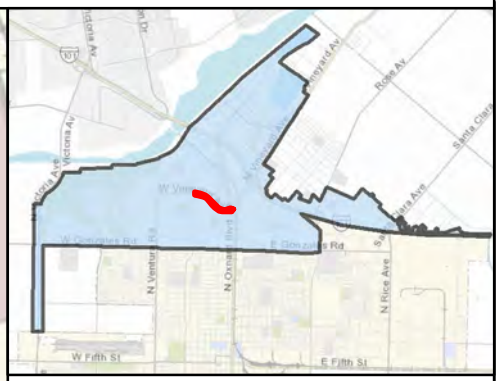
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 29 OF 33, VINEYARD 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,579 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,843 SQ FT
~0.18 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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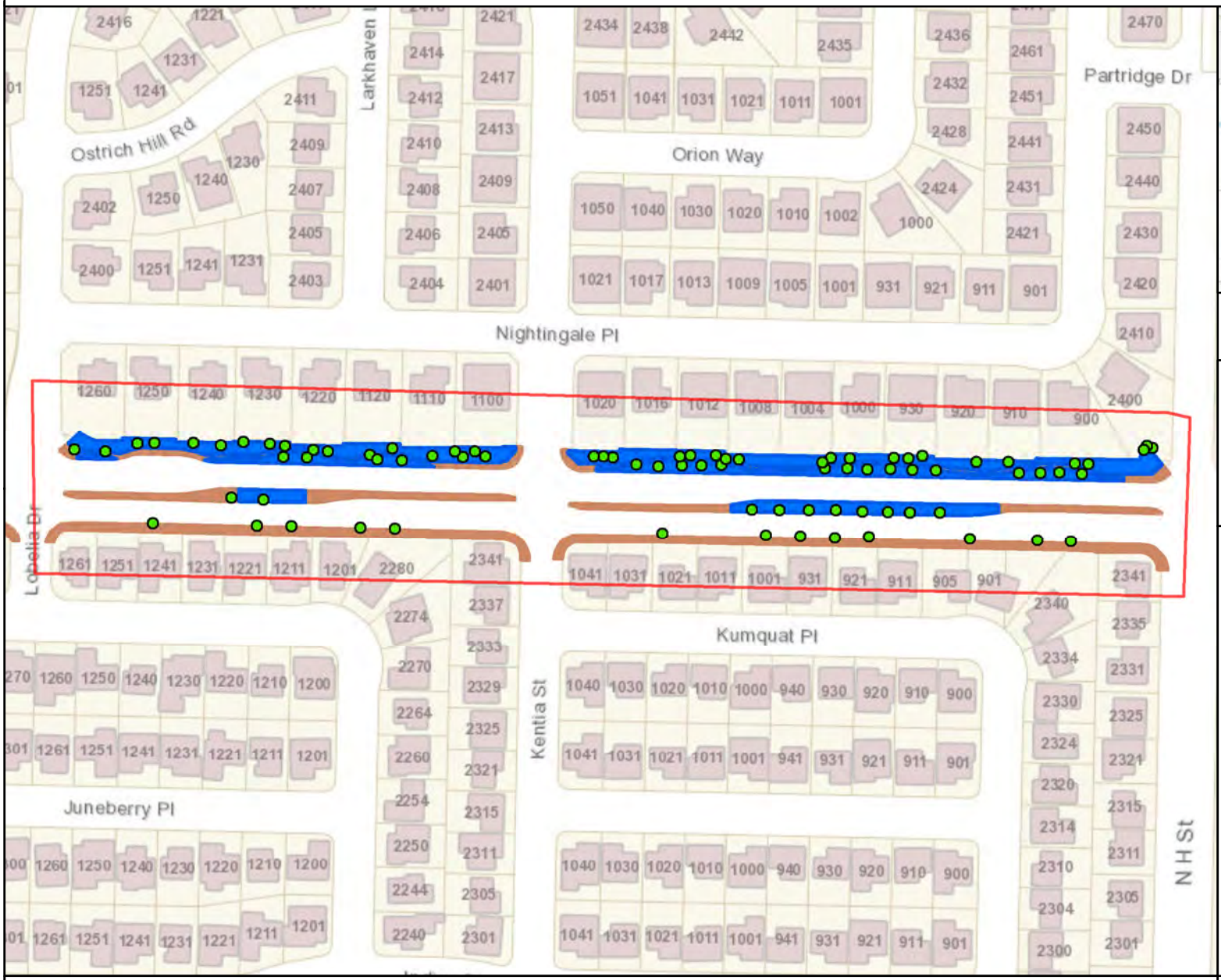
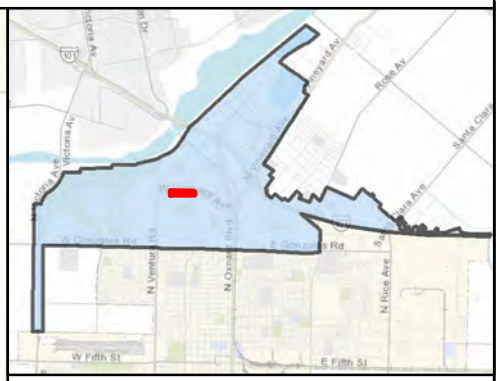
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 30 OF 33, VINEYARD 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~39,839 SQ FT
~0.91 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~33,497 SQ FT
~0.77 ACRES

PROJECT TREES:
81 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

N W E S

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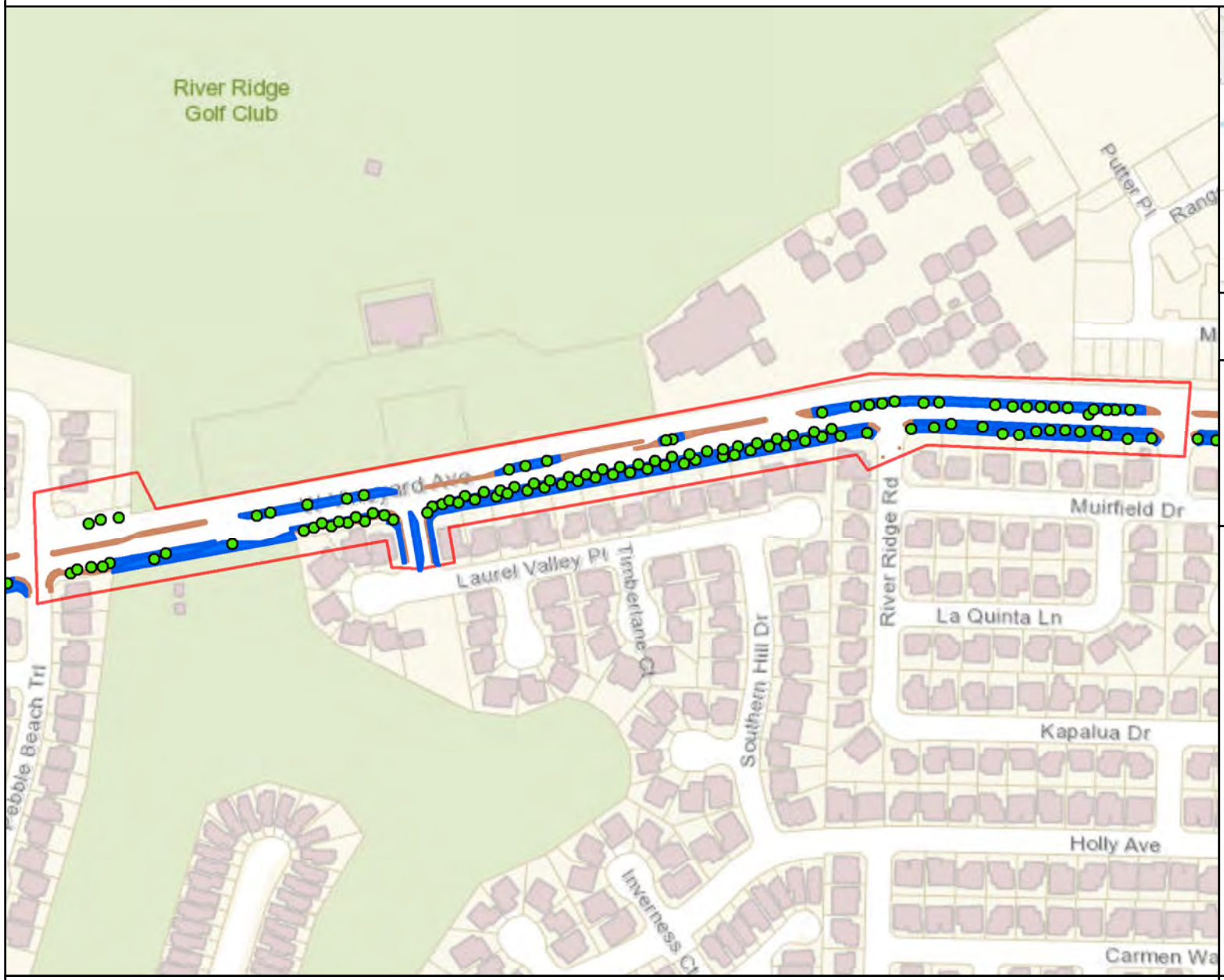
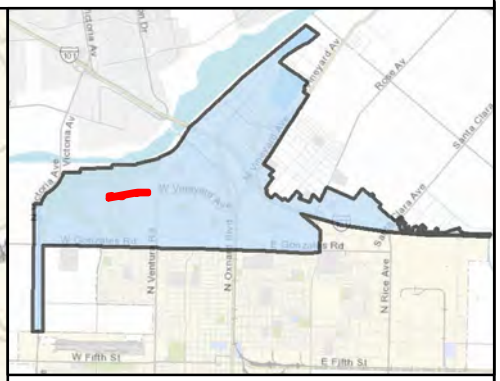
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 31 OF 33, VINEYARD 5





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,616 SQ FT
~1.62 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,918 SQ FT
~0.48 ACRES

PROJECT TREES:
114 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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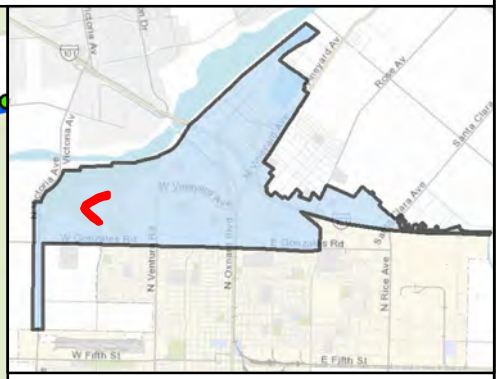
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 32 OF 33, VINEYARD 6



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~111,351 SQ FT
~2.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,844 SQ FT
~0.46 ACRES

PROJECT TREES:
270 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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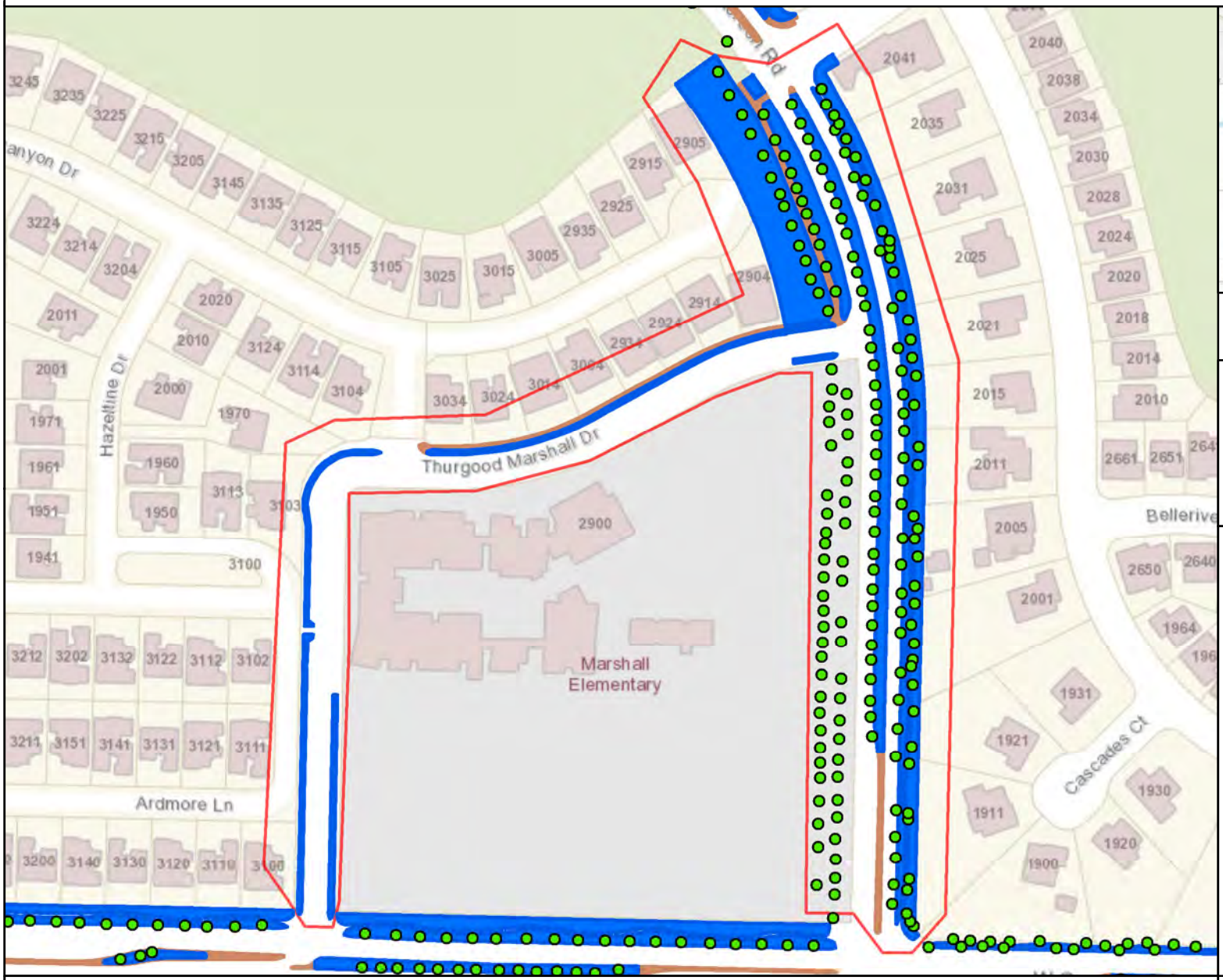
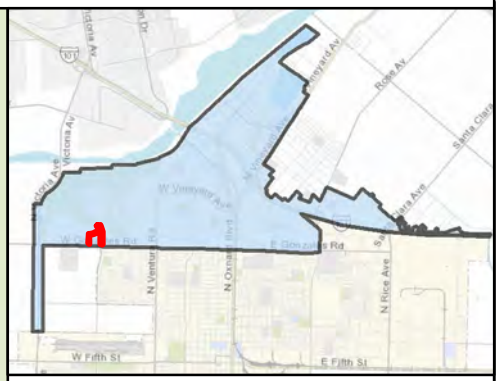
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 33 OF 33, VINEYARD 7/ THURGOOD MARSHALL





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~93,862 SQ FT
~2.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,964 SQ FT
~0.27 ACRES

PROJECT TREES:
181 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: August 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 2

(4) Schedule of Services: Monthly Landscaping Maintenance located in Median ways located within Region 2 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $2,125,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Luis Valenzuela

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes,
Inc Attn: Luis Valenzuela
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☒ Region 2 Detail Maps
☒ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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. If either the second or third option is selected in response to (10) on the Cover Page, 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 Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. 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.

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

MARIPOSA LANDSCAPES, INC.

_____ _____
Terry Noriega, President[2] Date

_____ _____
Antonio Valenzuela, Secretary Date

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

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

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 are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

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. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

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.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

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 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. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

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, 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 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 shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

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 prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways 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. 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.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly 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 for approval.

K. 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. 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. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly 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 . 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.

L. 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. Mowing shall occur once a month. 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. 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.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City’s designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. 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.

S. 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 date and time.

T. 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.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

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 parkways and medians
7. Take extended breaks while at City facilities

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. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

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

Not applicable.

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

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

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

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

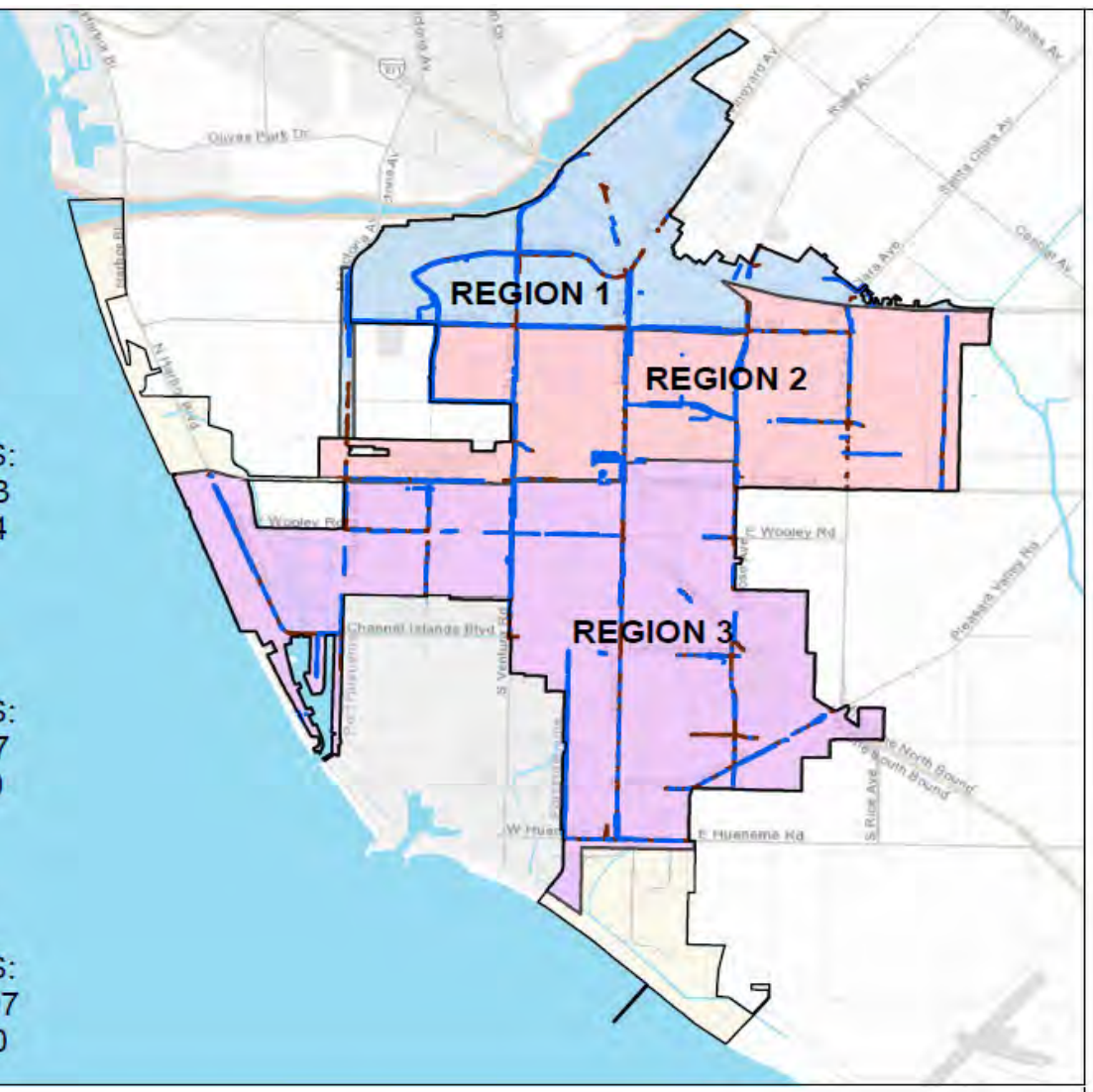
The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 2

	Monthly Cost
Region 2	**$54,864.00**
Non-Selective herbicide applicate	**$1,800/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**

REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES

TREES ALONG ARTERIAL STREETS: ~6,660 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 0.5 1 2 Miles

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Medians & Parkways
Hardscape

INSURANCE EXHIBIT
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.

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. 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 <u>and</u> 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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY)n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 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, 2020

42. 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 **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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.

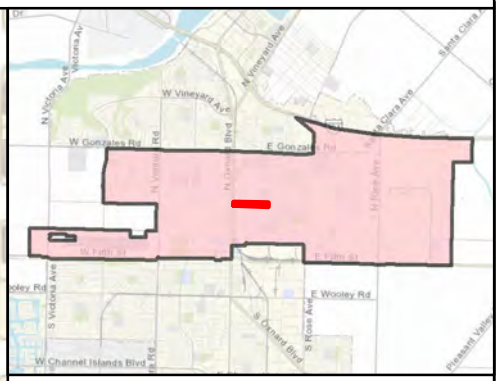
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage 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 page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 2 WORK DETAIL: PAGE 1 OF 49, CAMINO DEL SOL 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~106,882 SQ FT
~2.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,113 SQ FT
~0.44 ACRES

PROJECT TREES:
252 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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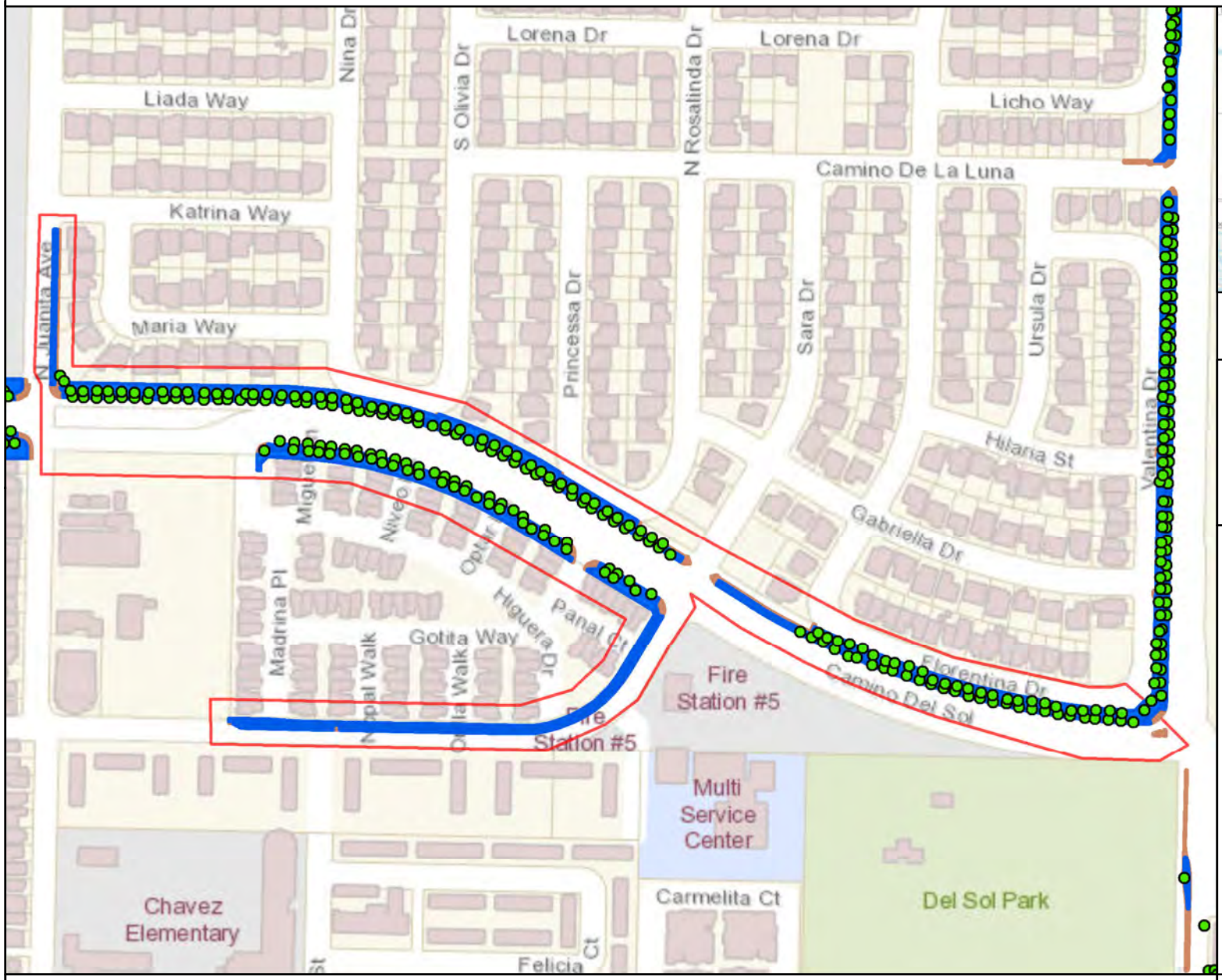
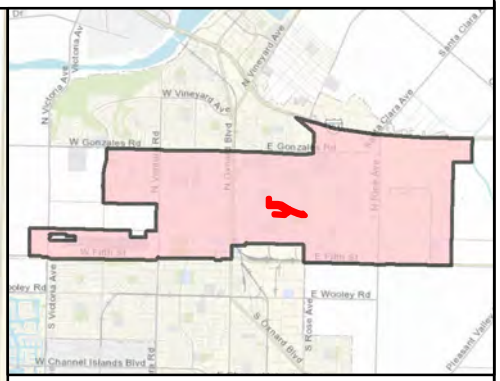
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 2 OF 49, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~101,928 SQ FT
~2.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~29,362 SQ FT
~0.67 ACRES

PROJECT TREES:
206 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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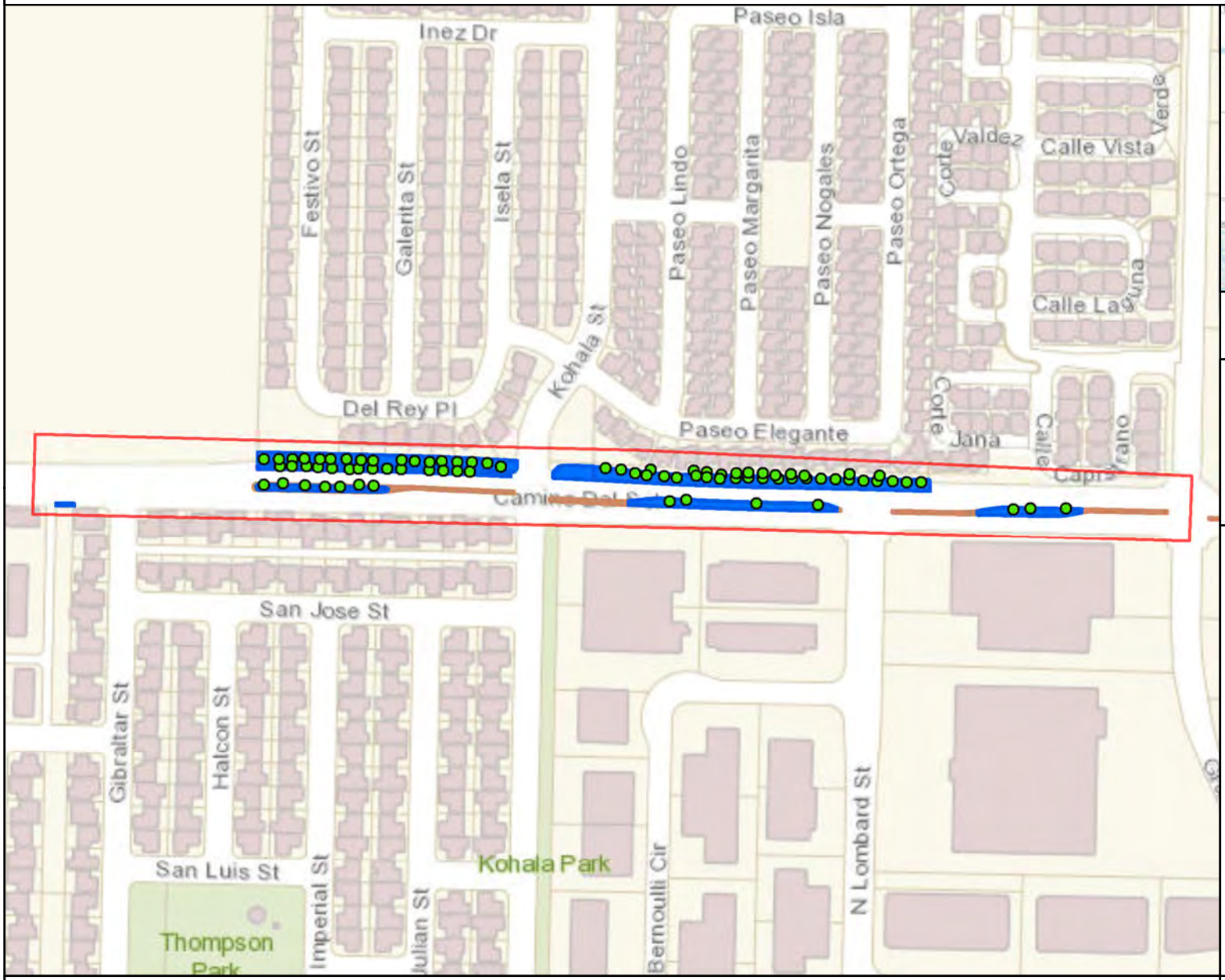
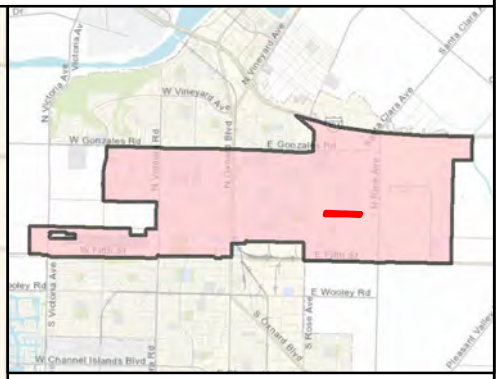
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 3 OF 49, CAMINO DEL SOL 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,259 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,190 SQ FT
~0.12 ACRES

PROJECT TREES:
80 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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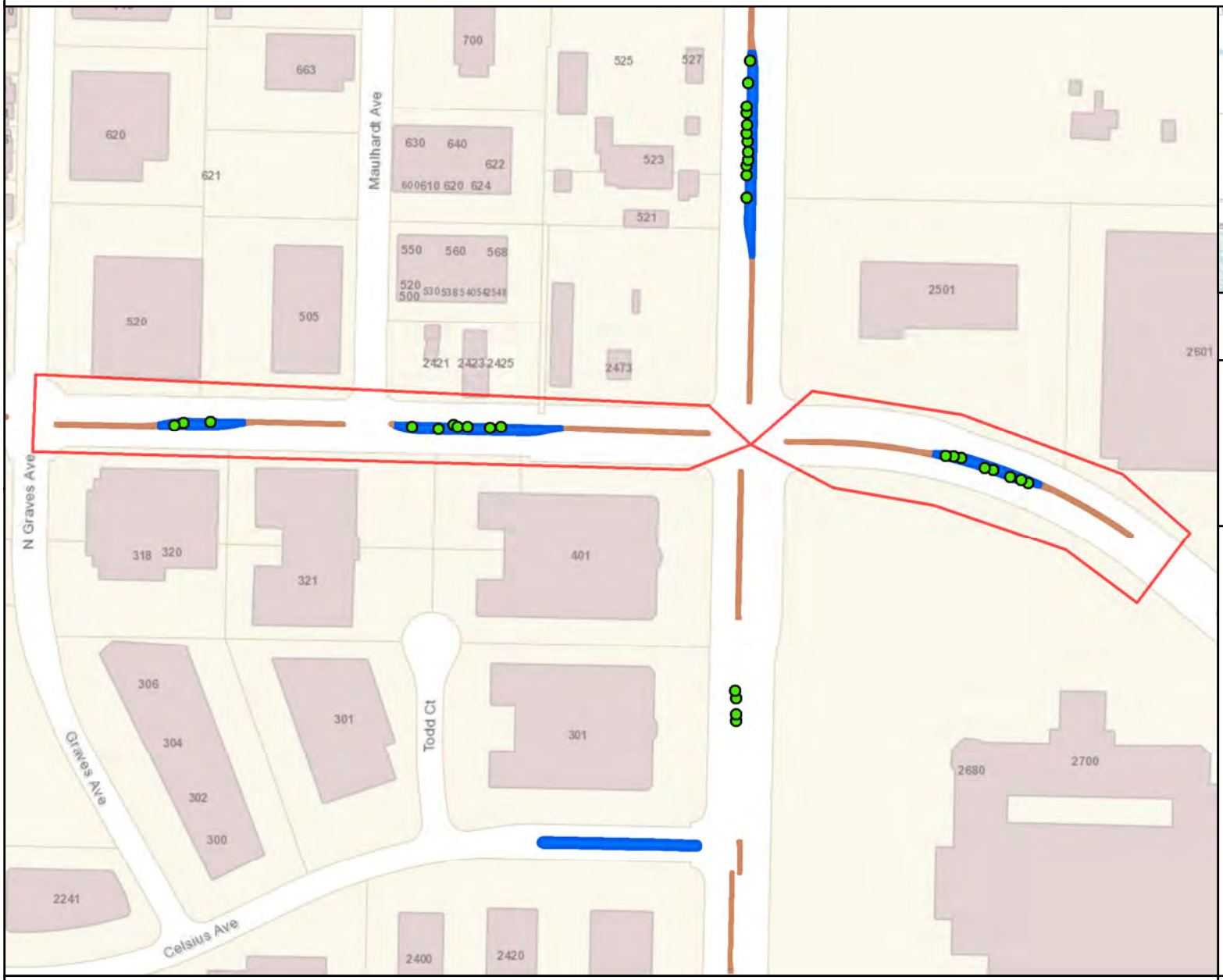
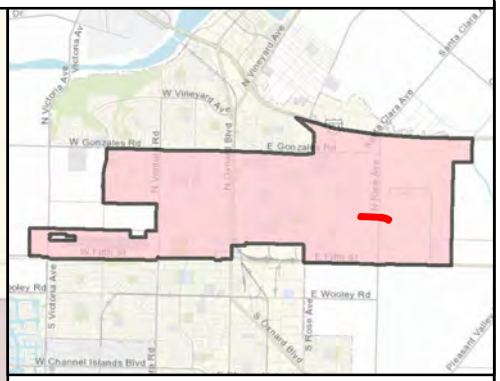
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 4 OF 49, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,369 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,736 SQ FT
~0.11 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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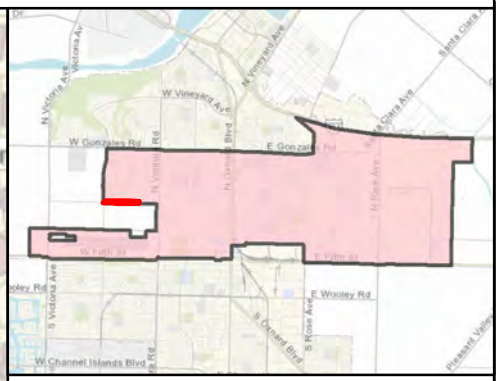
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 5 OF 49, DORIS AVE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~55,788 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~13,920 SQ FT
~0.32 ACRES

PROJECT TREES:
78 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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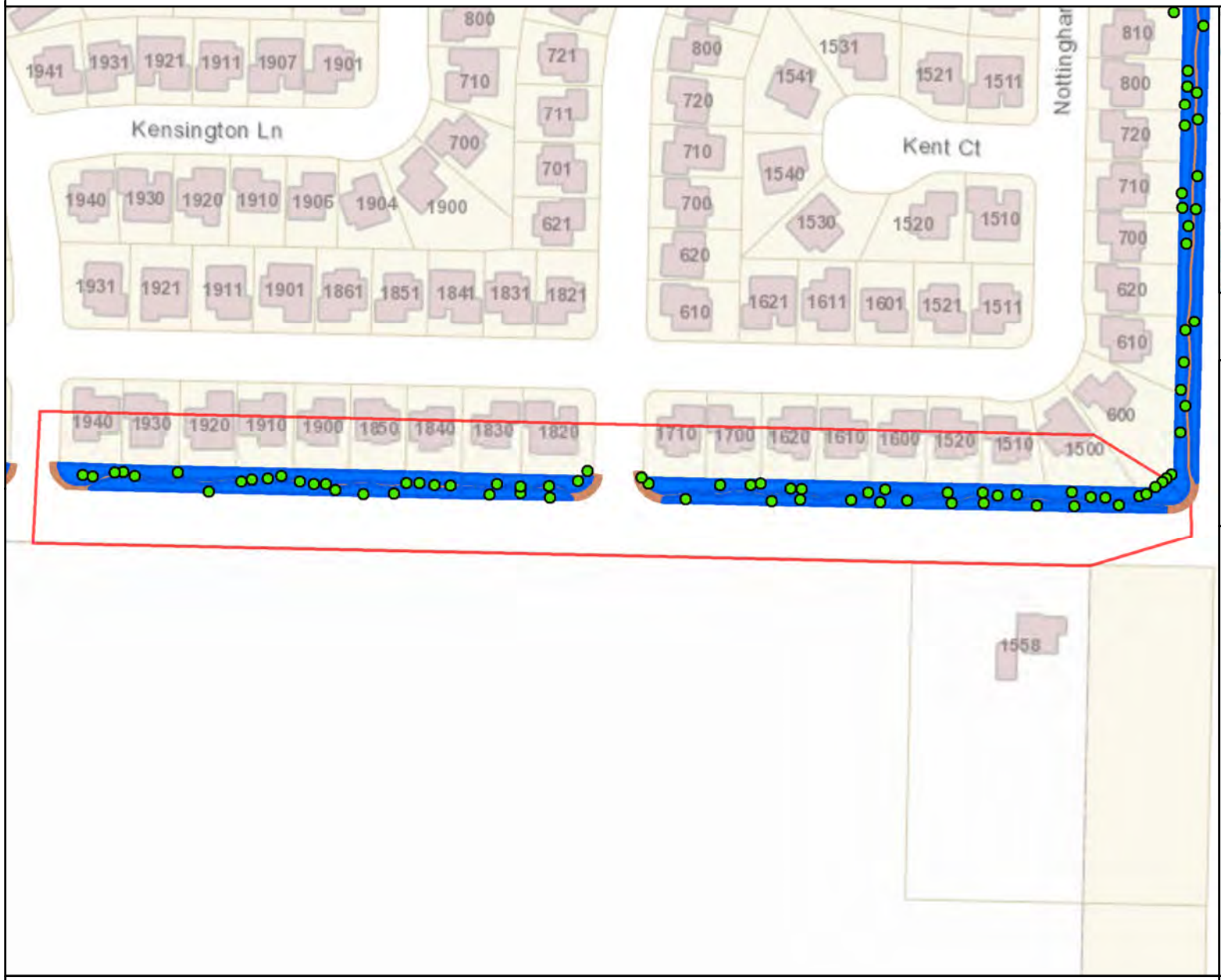
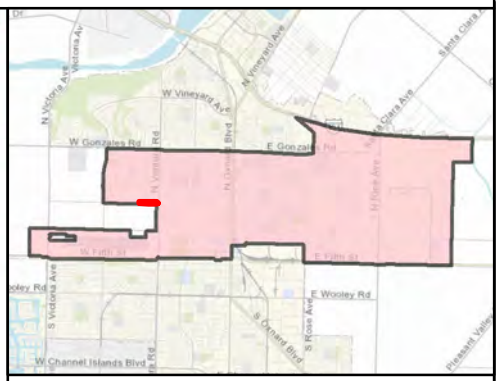
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 6 OF 49, DORIS AVE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,077 SQ FT
~0.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,759 SQ FT
~0.18 ACRES

PROJECT TREES:
60 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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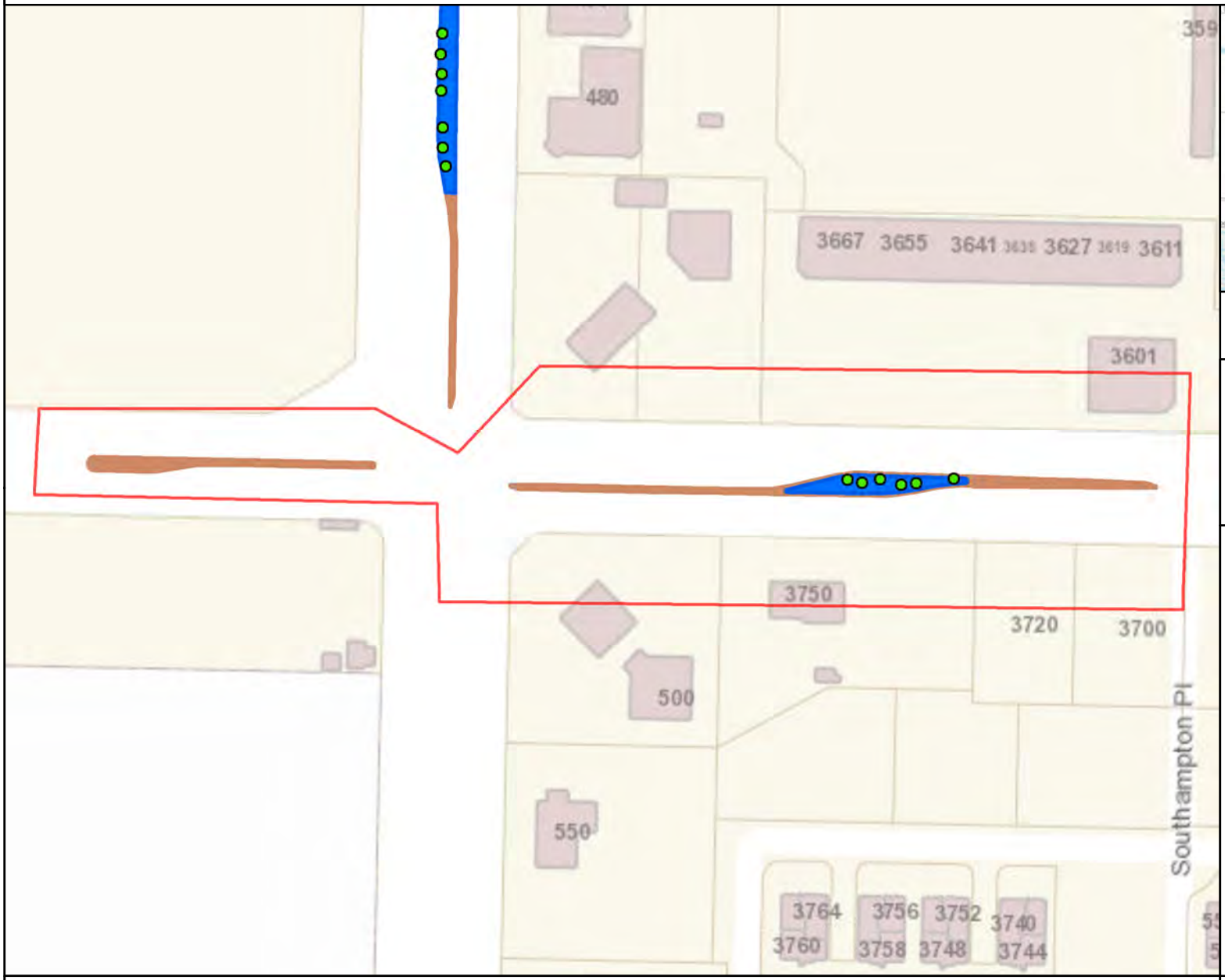
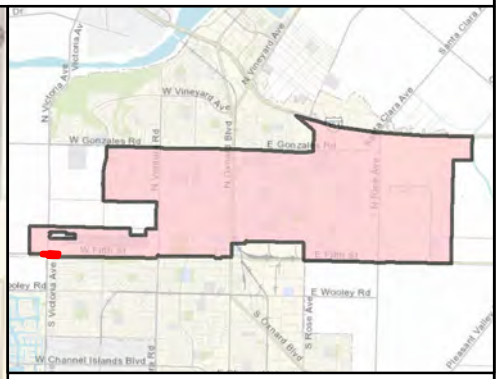
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 7 OF 49, FIFTH ST 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,305 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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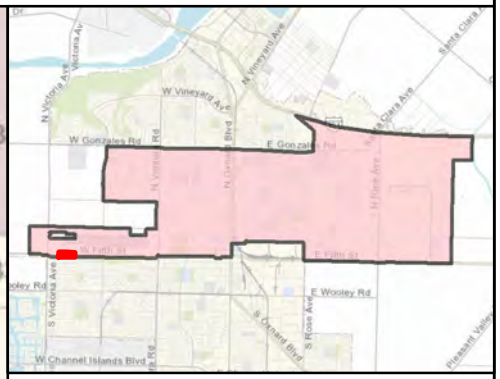
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 8 OF 49, FIFTH ST 02



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,085 SQ FT
~0.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,832 SQ FT
~0.18 ACRES

PROJECT TREES:
40 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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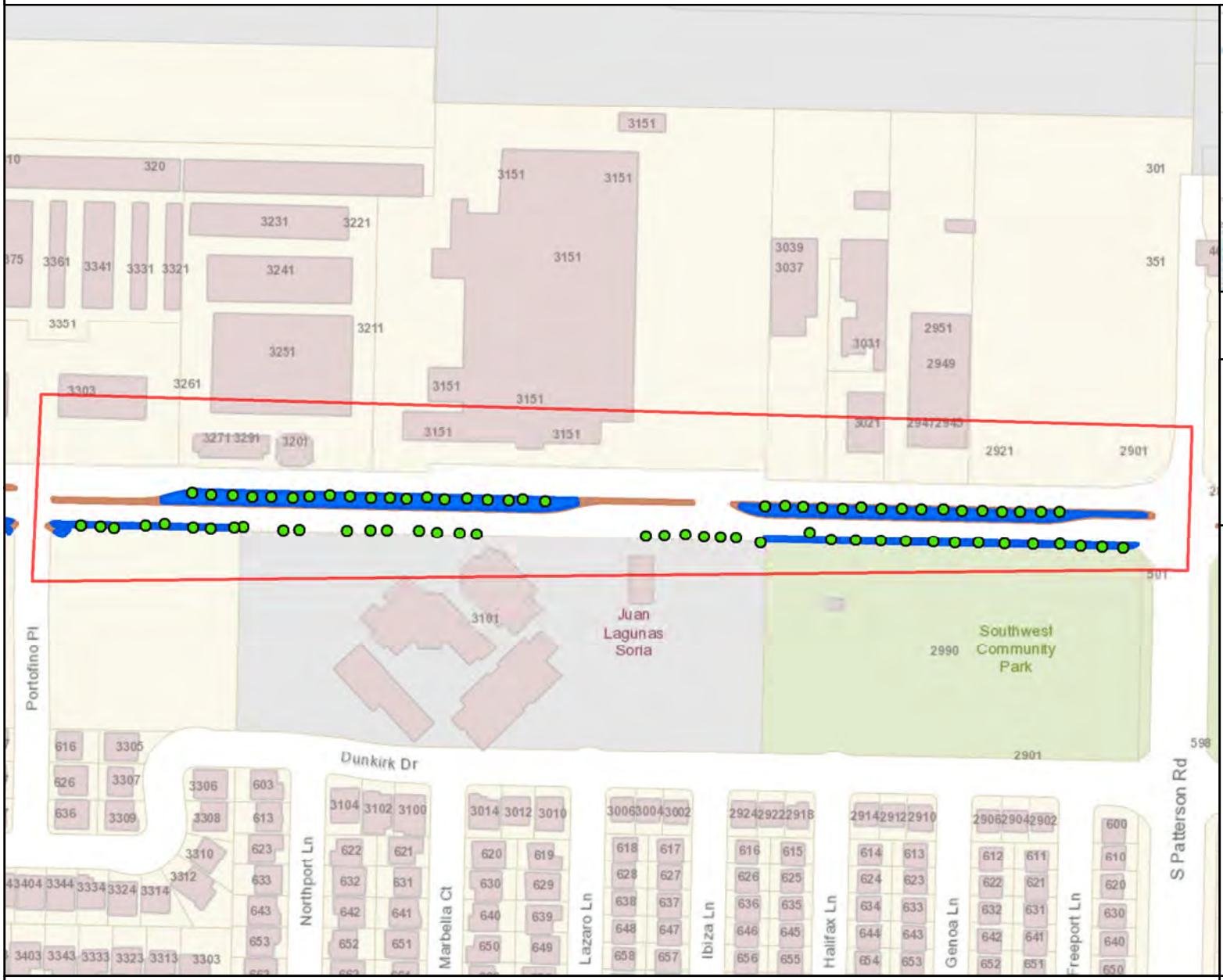
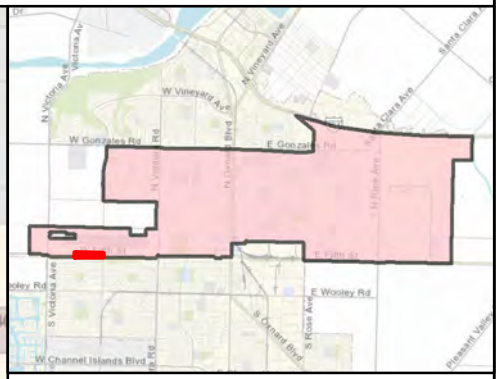
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 9 OF 49, FIFTH ST 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~46,458 SQ FT
~1.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,370 SQ FT
~0.28 ACRES

PROJECT TREES:
74 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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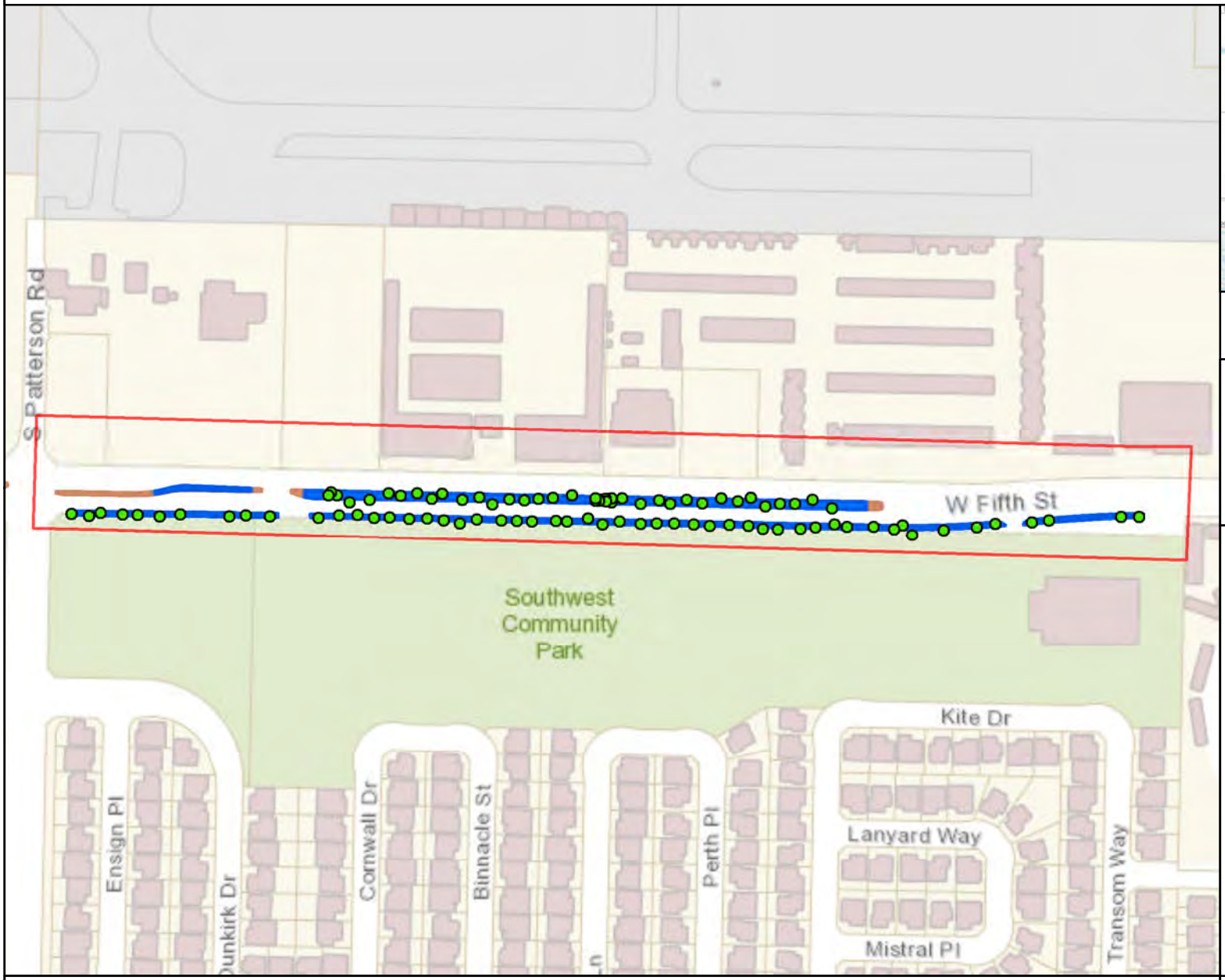
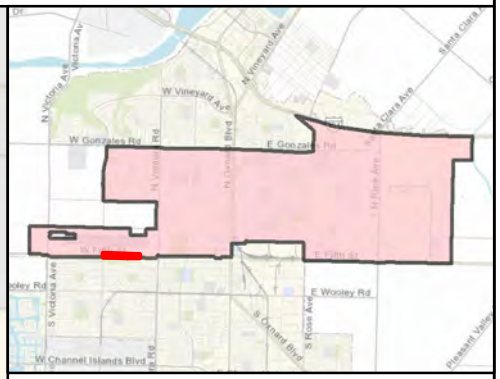
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 10 OF 49, FIFTH ST 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,677 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,163 SQ FT
~0.1 ACRES

PROJECT TREES:
92 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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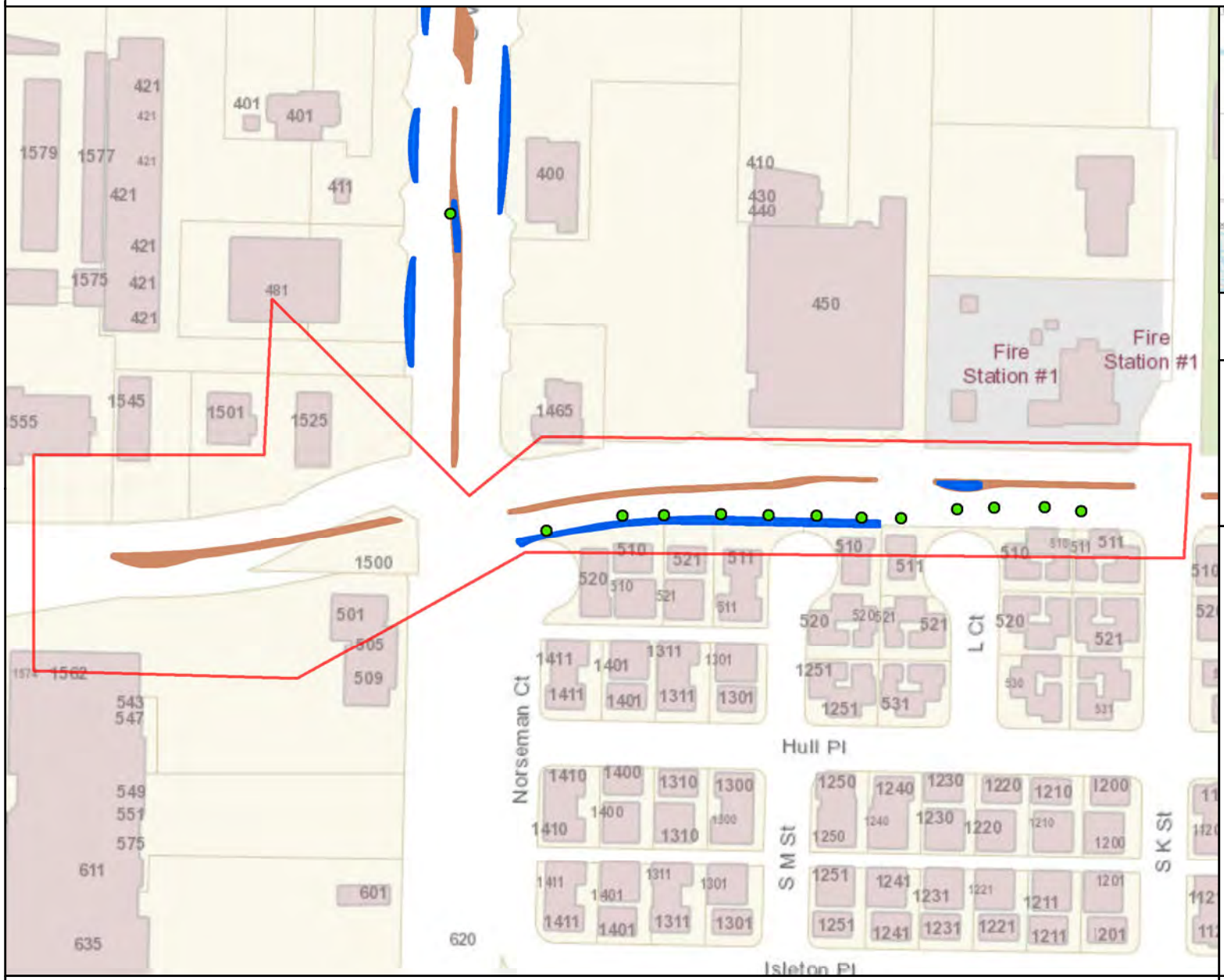
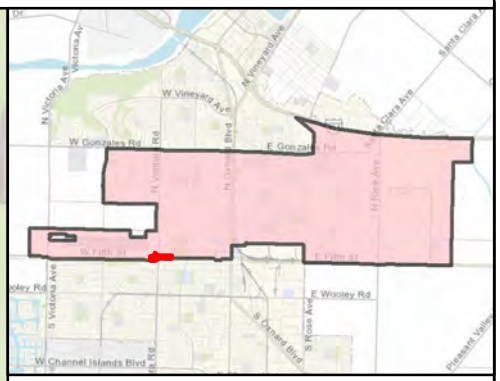
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 11 OF 49, FIFTH ST 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,129 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,162 SQ FT
~0.14 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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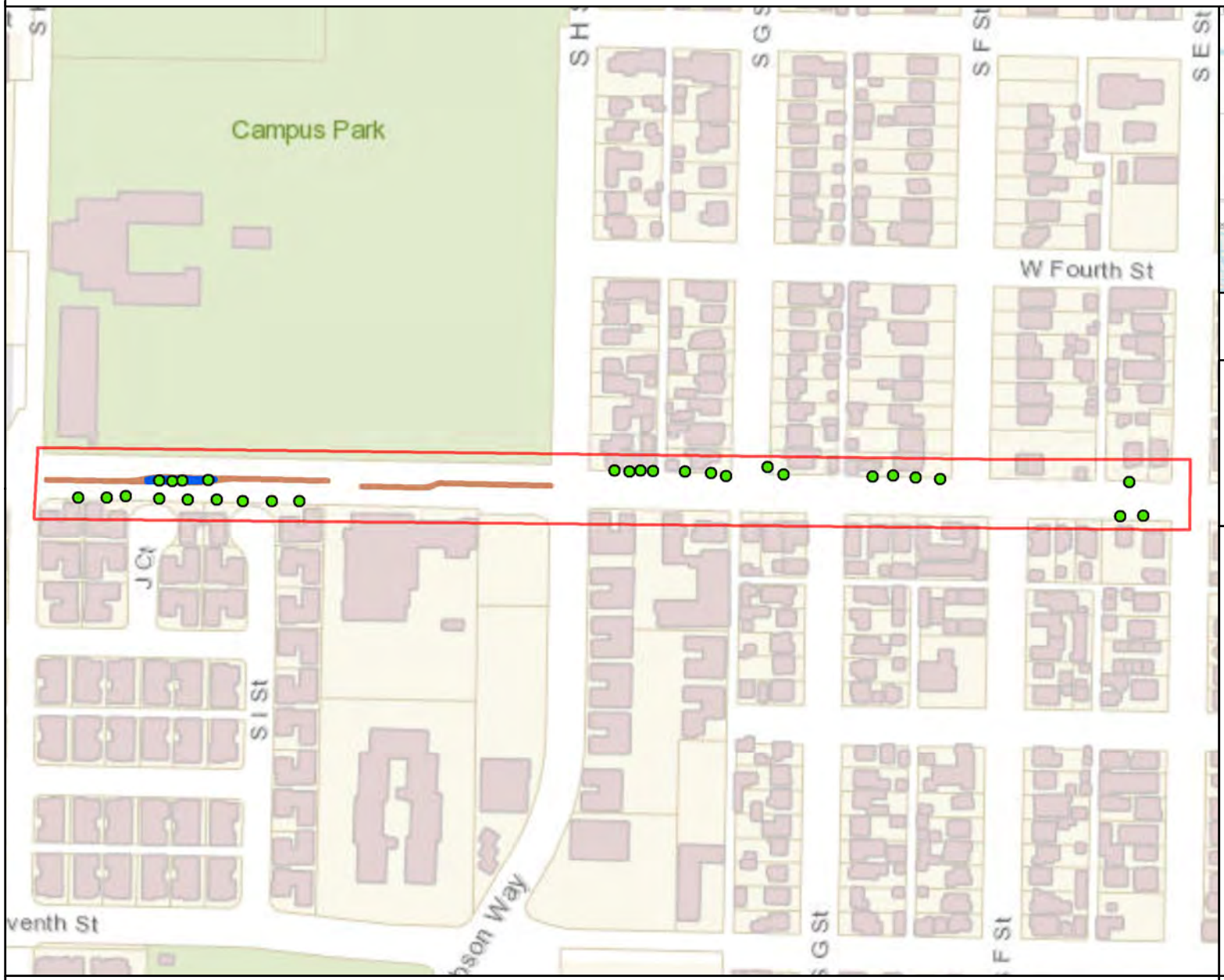
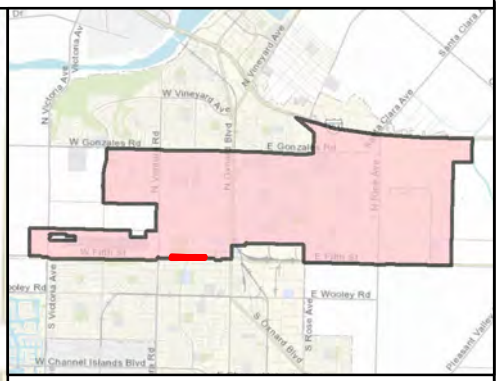
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 12 OF 49, FIFTH ST 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,319 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,195 SQ FT
~0.1 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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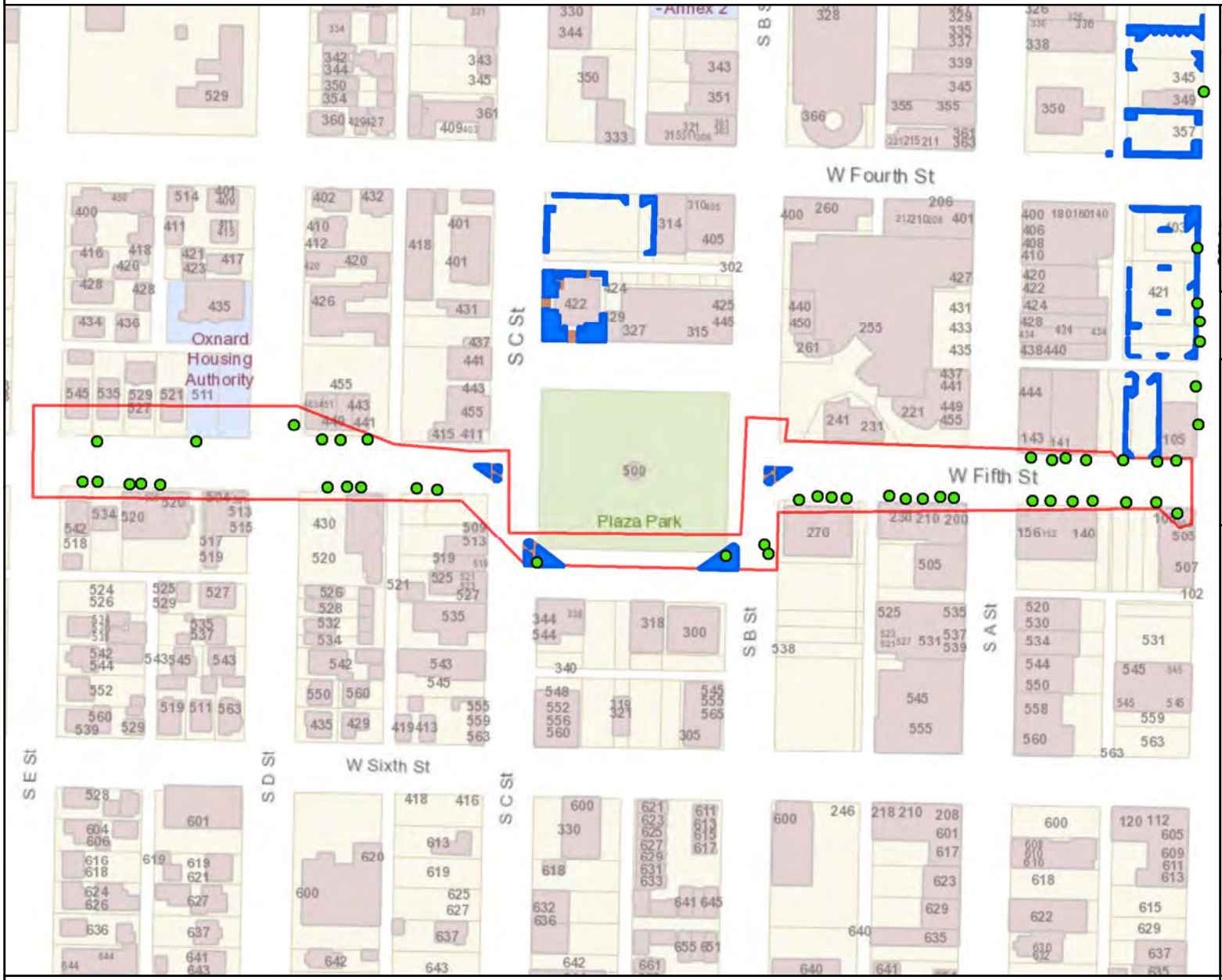
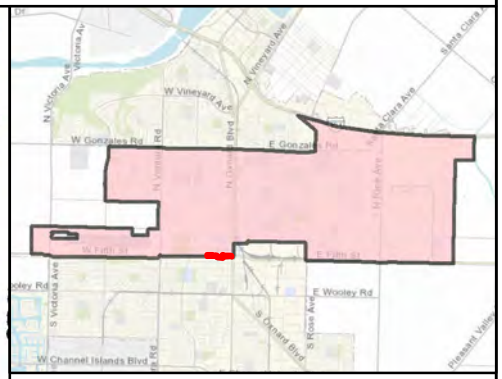
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 13 OF 49, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,237 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,047 SQ FT
~0.02 ACRES

PROJECT TREES:
43 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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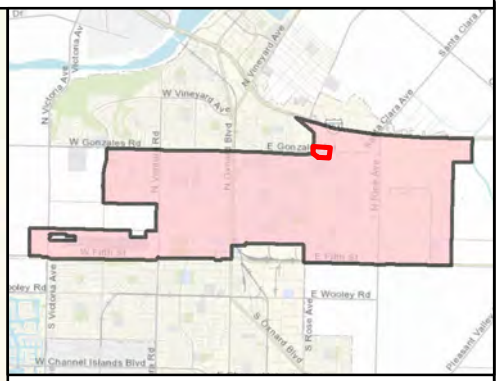
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 14 OF 49, GONZALES 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,718 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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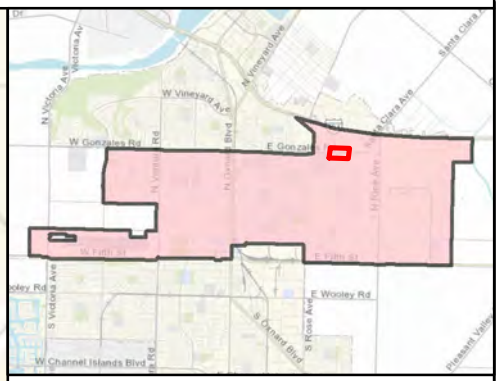
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 15 OF 49, GONZALES 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,338 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,587 SQ FT
~0.13 ACRES

PROJECT TREES:
27 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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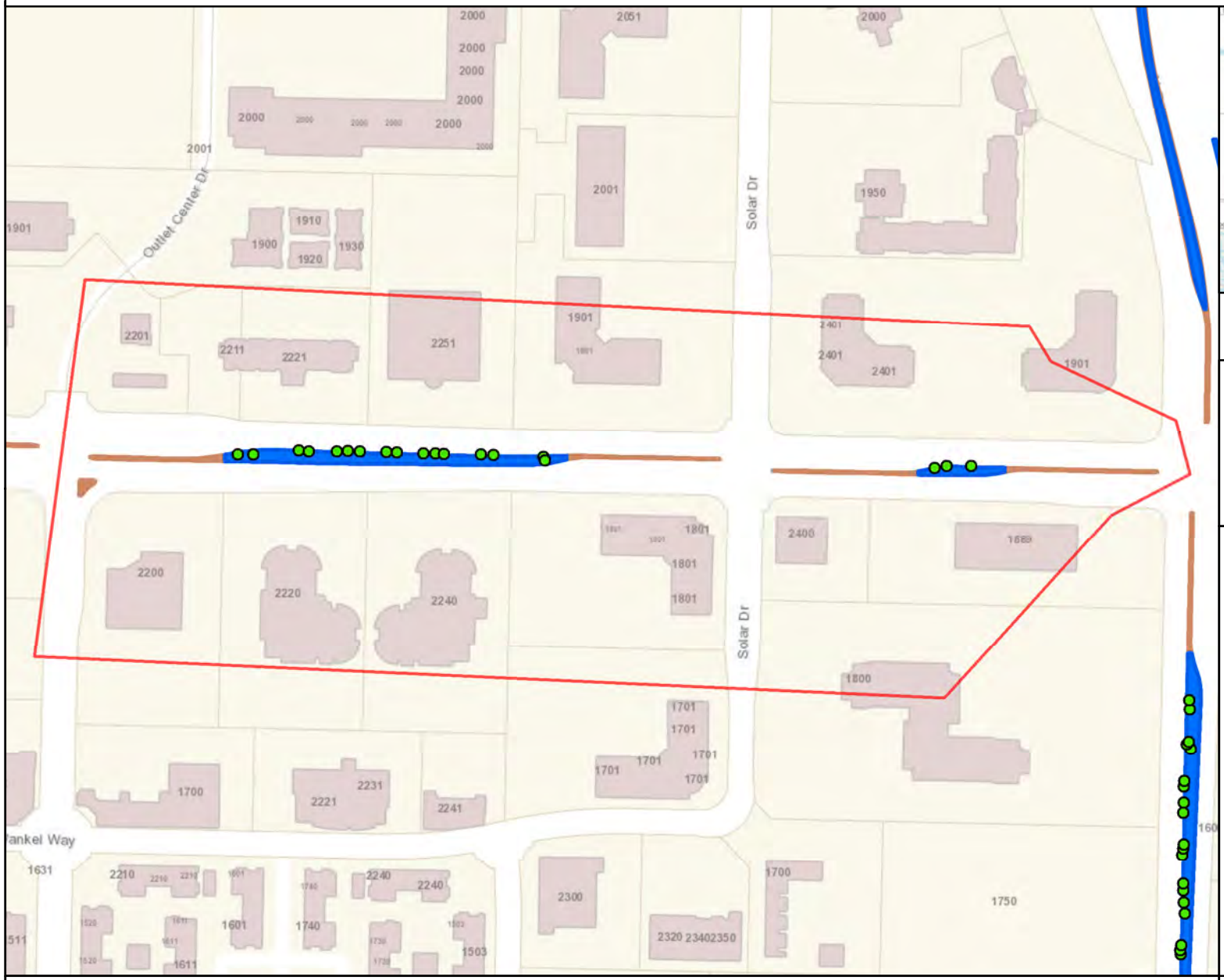
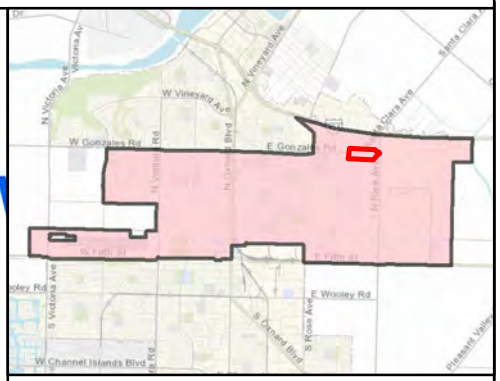
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 16 OF 49, GONZALES 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,135 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,467 SQ FT
~0.1 ACRES

PROJECT TREES:
19 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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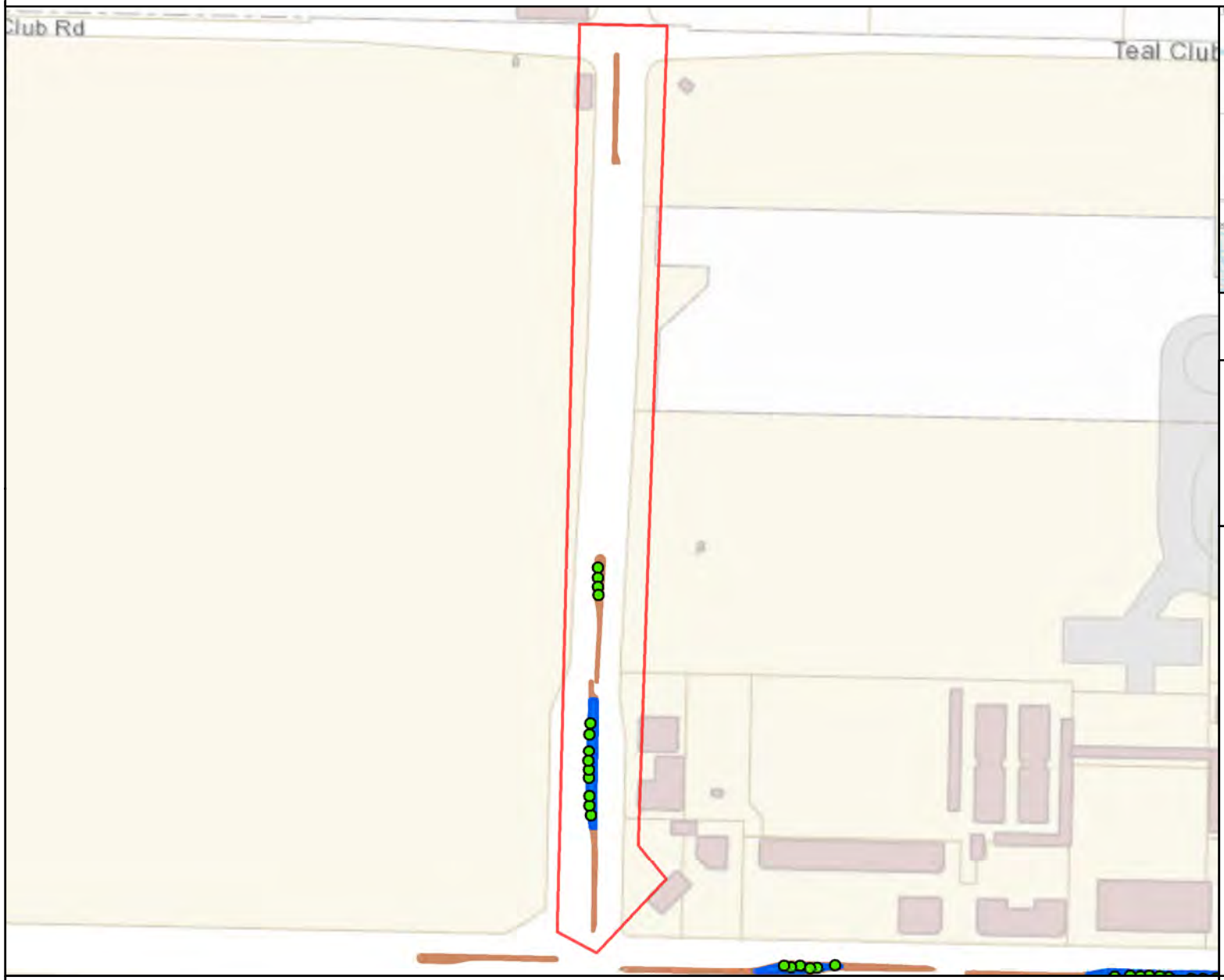
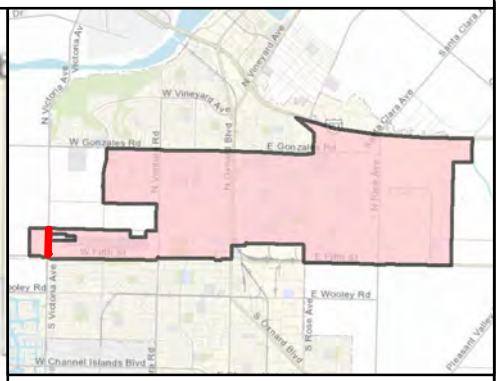
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 17 OF 49, N VICTORIA





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,639 SQ FT
~0.11 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,286 SQ FT
~0.08 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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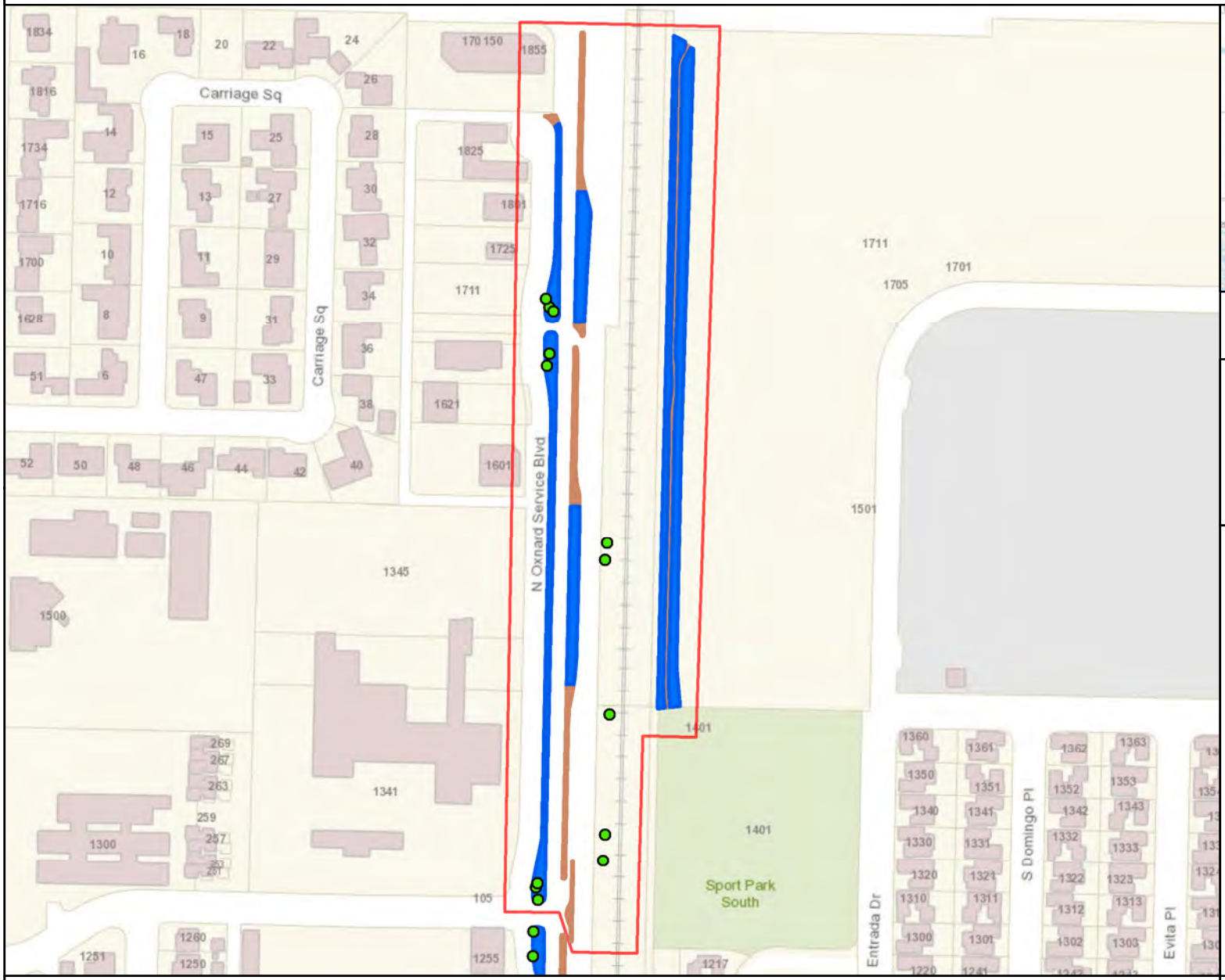
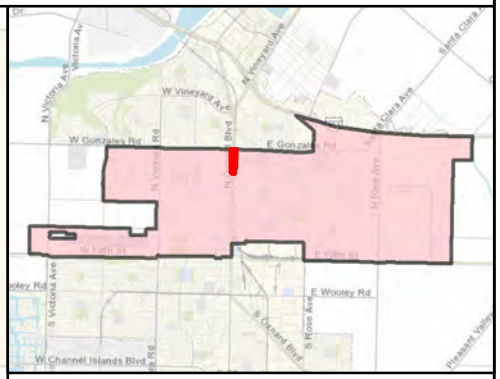
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 18 OF 49, OXNARD BLVD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,985 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,416 SQ FT
~0.47 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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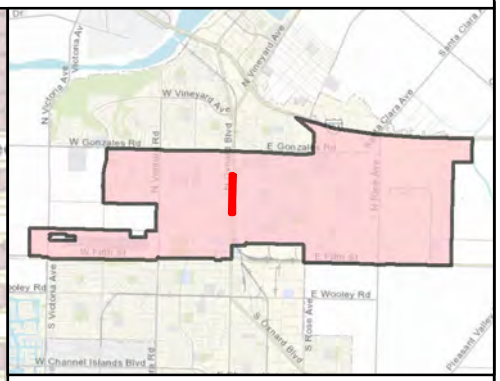
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 19 OF 49, OXNARD BLVD 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,926 SQ FT
~0.78 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,781 SQ FT
~0.34 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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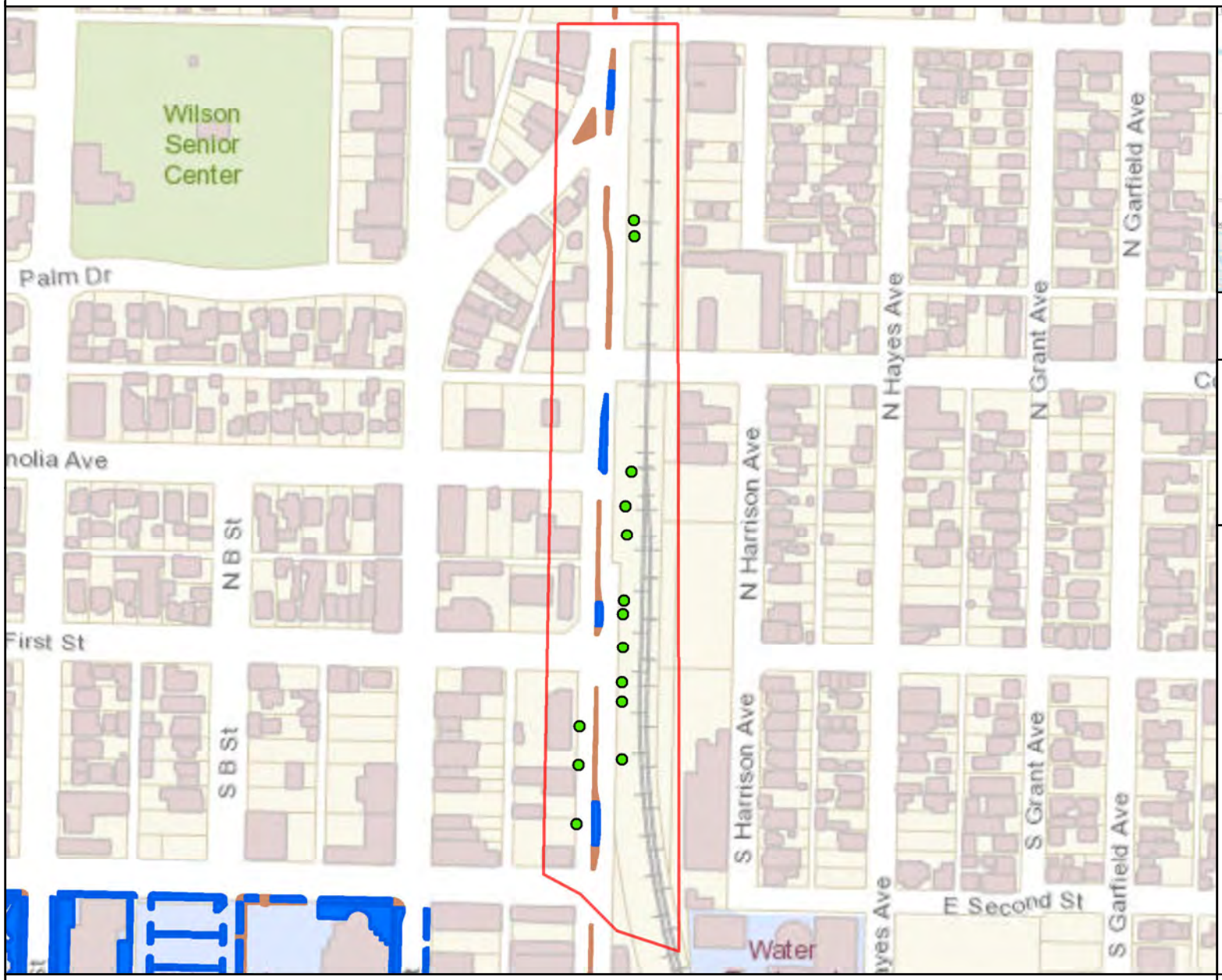
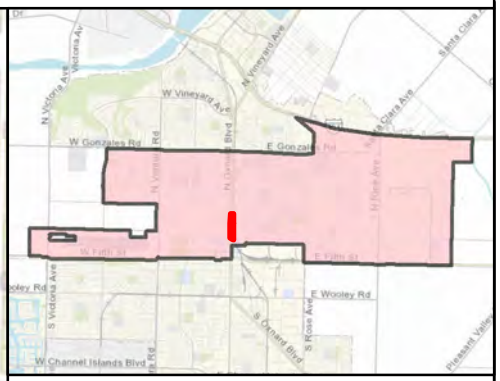
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 20 OF 49, OXNARD BLVD 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,602 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,972 SQ FT
~0.11 ACRES

PROJECT TREES:
14 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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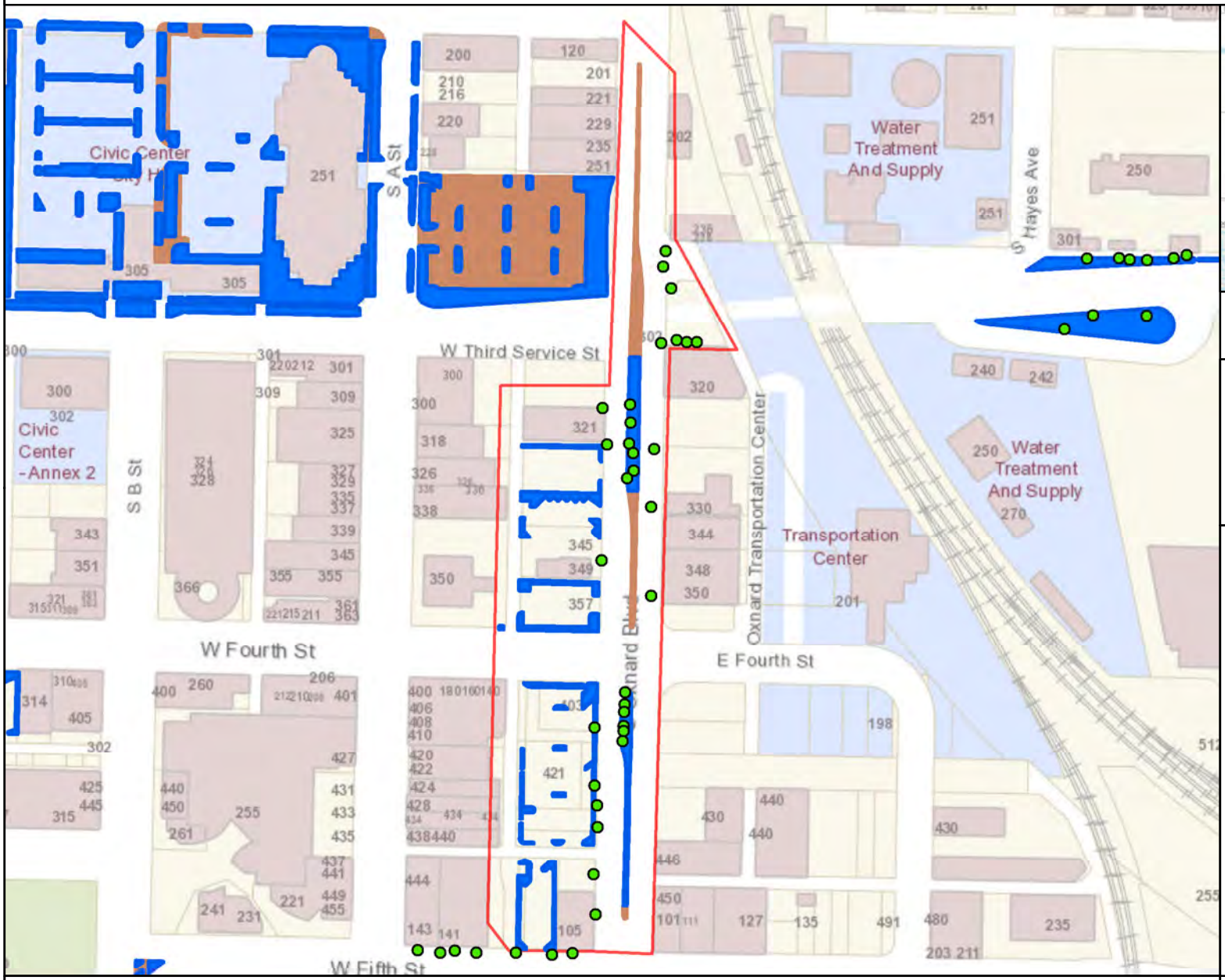
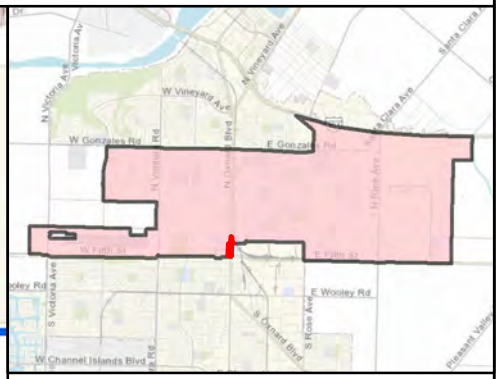
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 21 OF 49, OXNARD BLVD 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,082 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,326 SQ FT
~0.1 ACRES

PROJECT TREES:
31 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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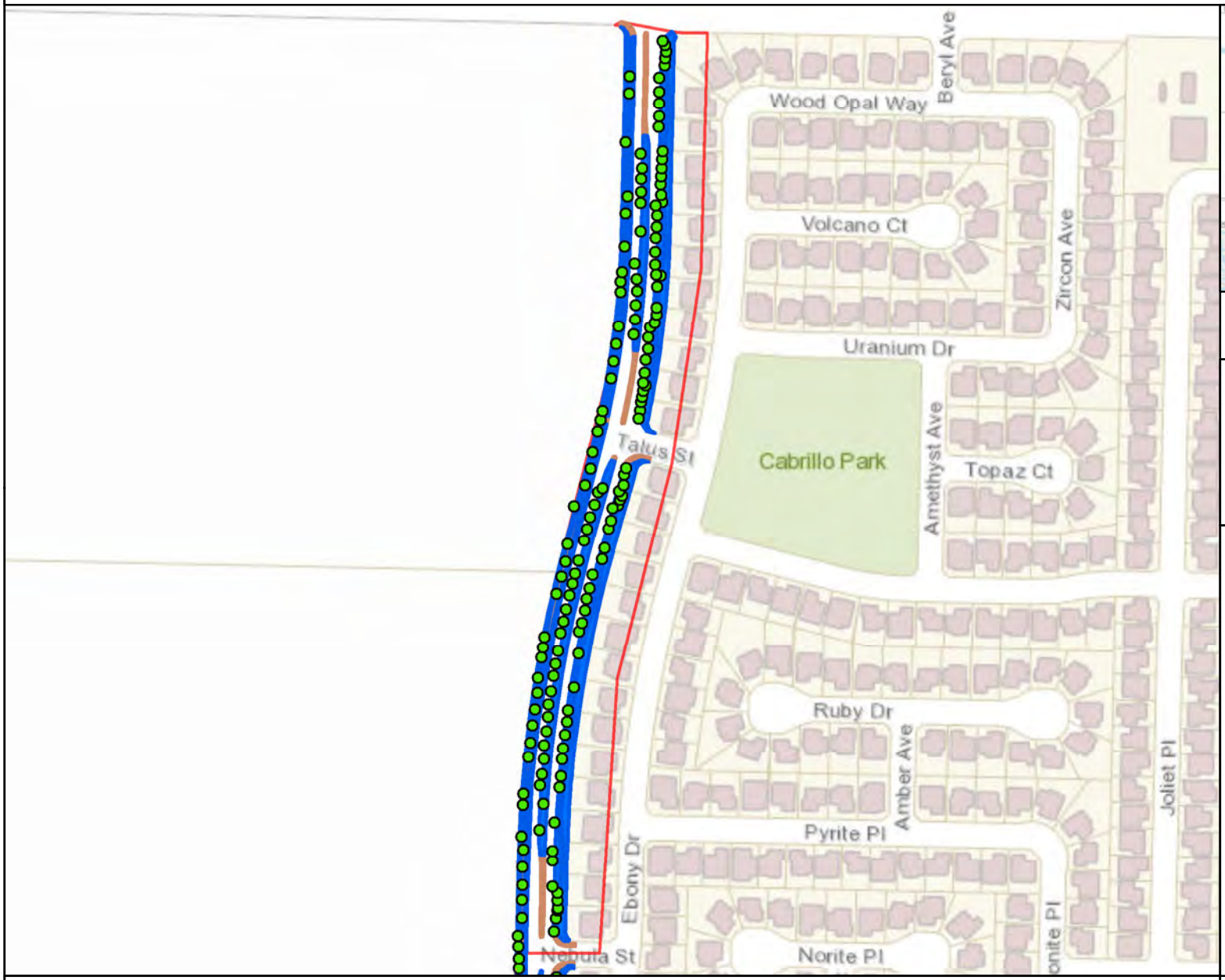
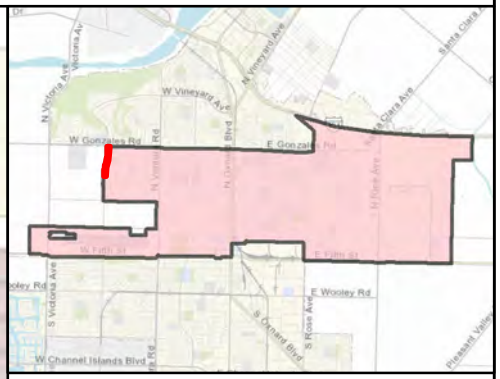
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 22 OF 49, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~98,563 SQ FT
~2.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~31,015 SQ FT
~0.71 ACRES

PROJECT TREES:
159 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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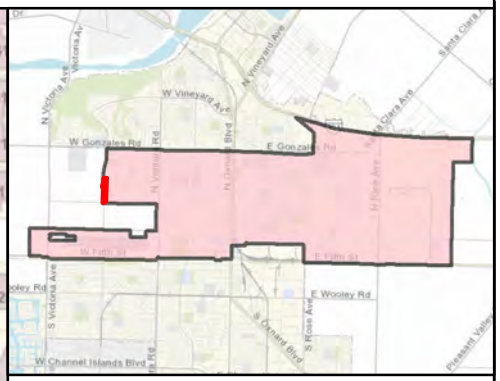
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 23 OF 49, PATTERSON RD 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~77,916 SQ FT
~1.79 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,204 SQ FT
~0.56 ACRES

PROJECT TREES:
93 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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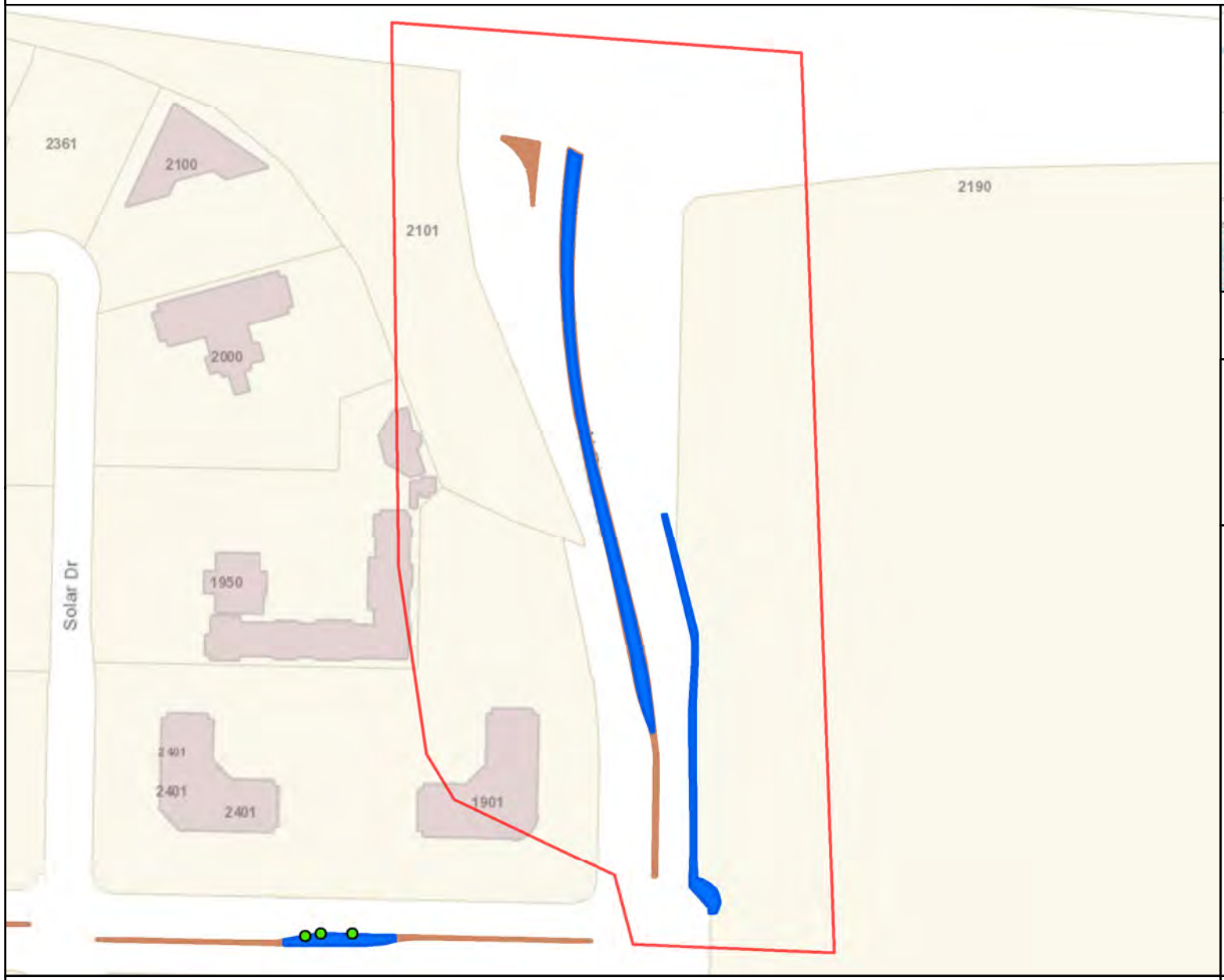
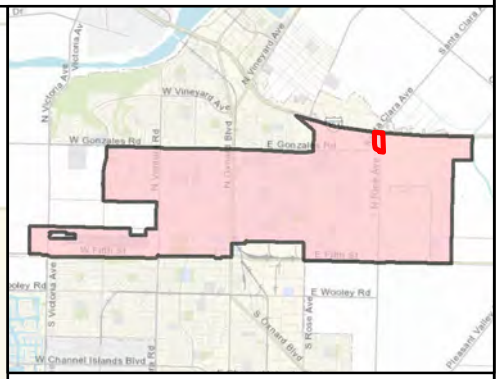
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 24 OF 49, RICE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,840 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,142 SQ FT
~0.14 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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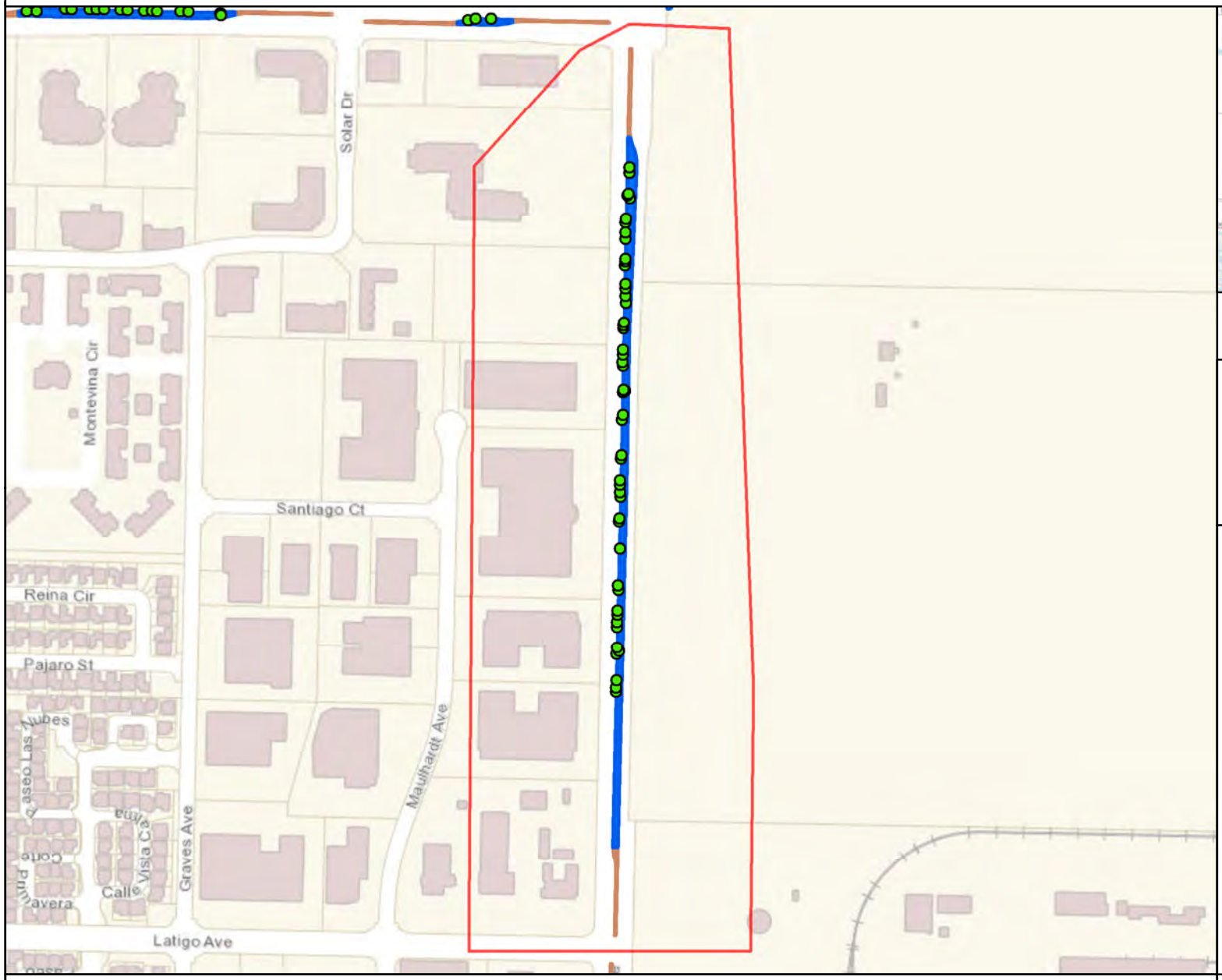
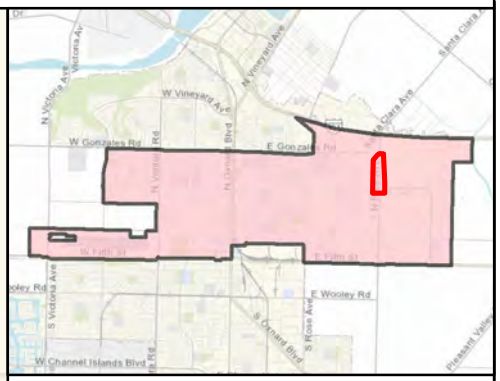
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 25 OF 49, RICE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,542 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,603 SQ FT
~0.06 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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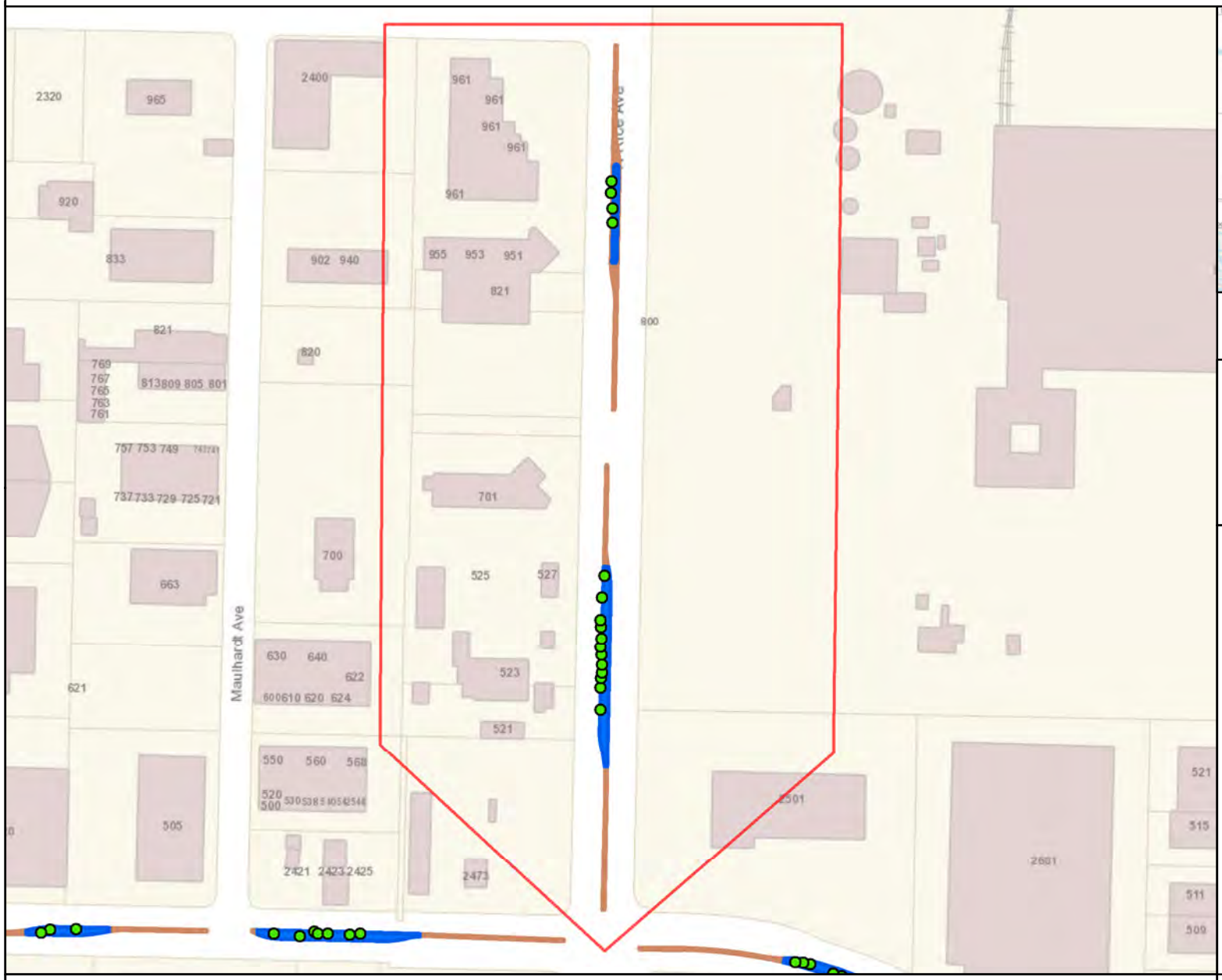
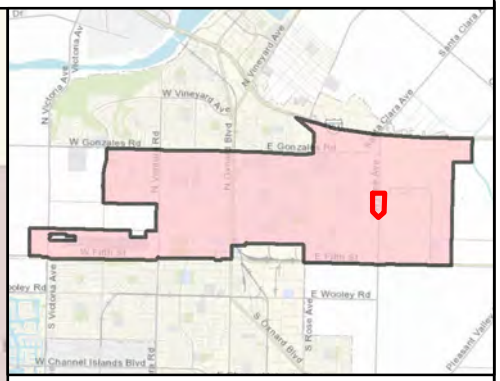
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 26 OF 49, RICE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,941 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,484 SQ FT
~0.13 ACRES

PROJECT TREES:
16 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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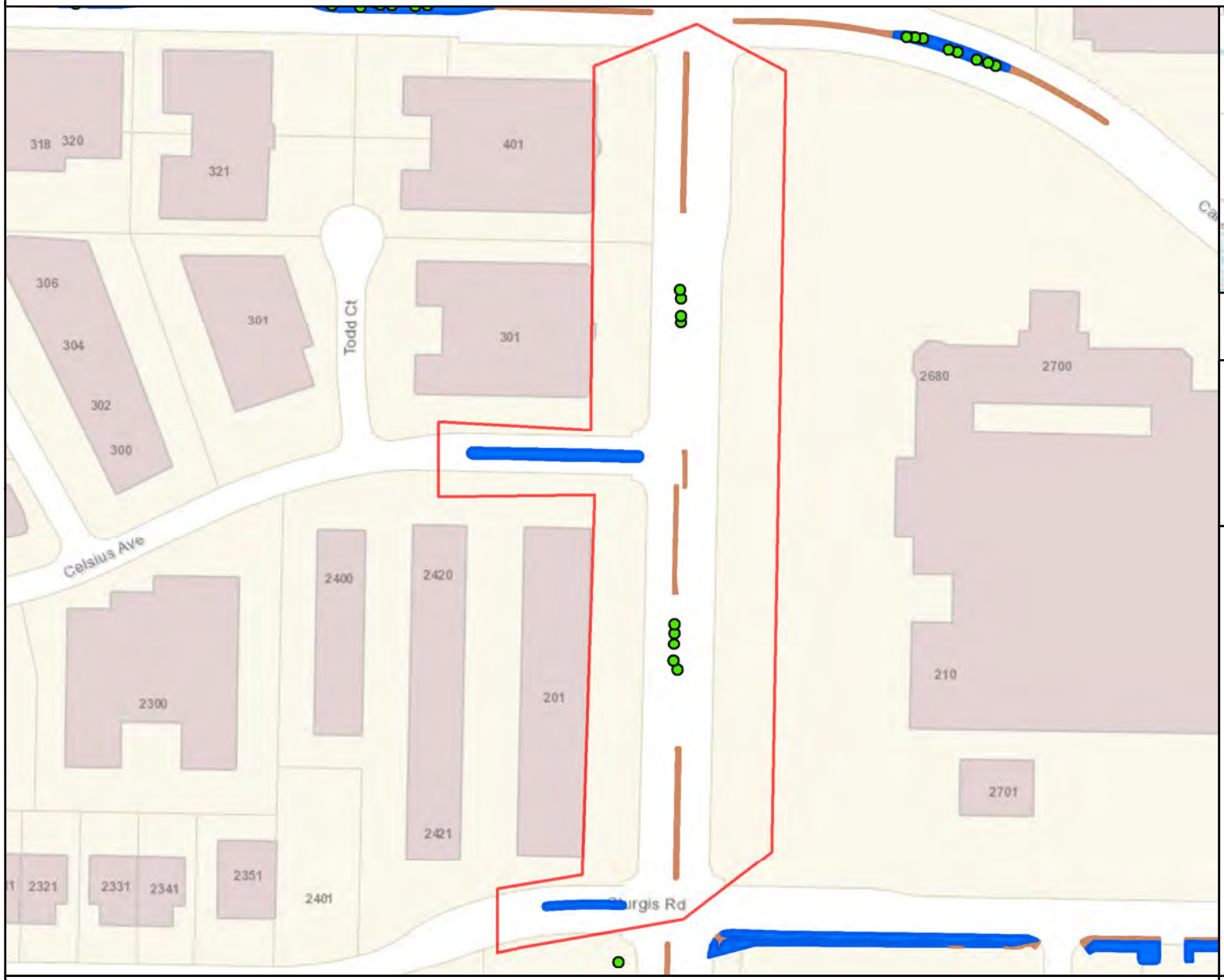
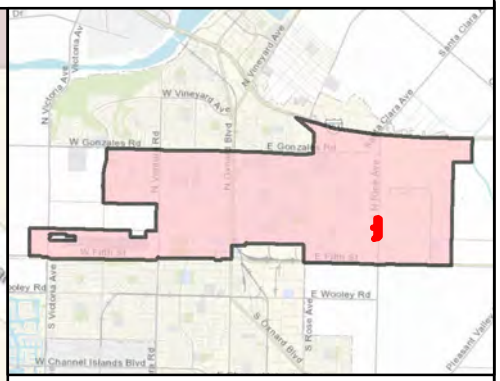
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 27 OF 49, RICE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,934 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,654 SQ FT
~0.06 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

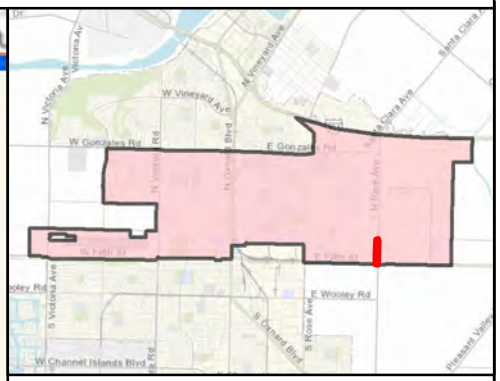
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 28 OF 49, RICE 5



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,756 SQ FT
~0.04 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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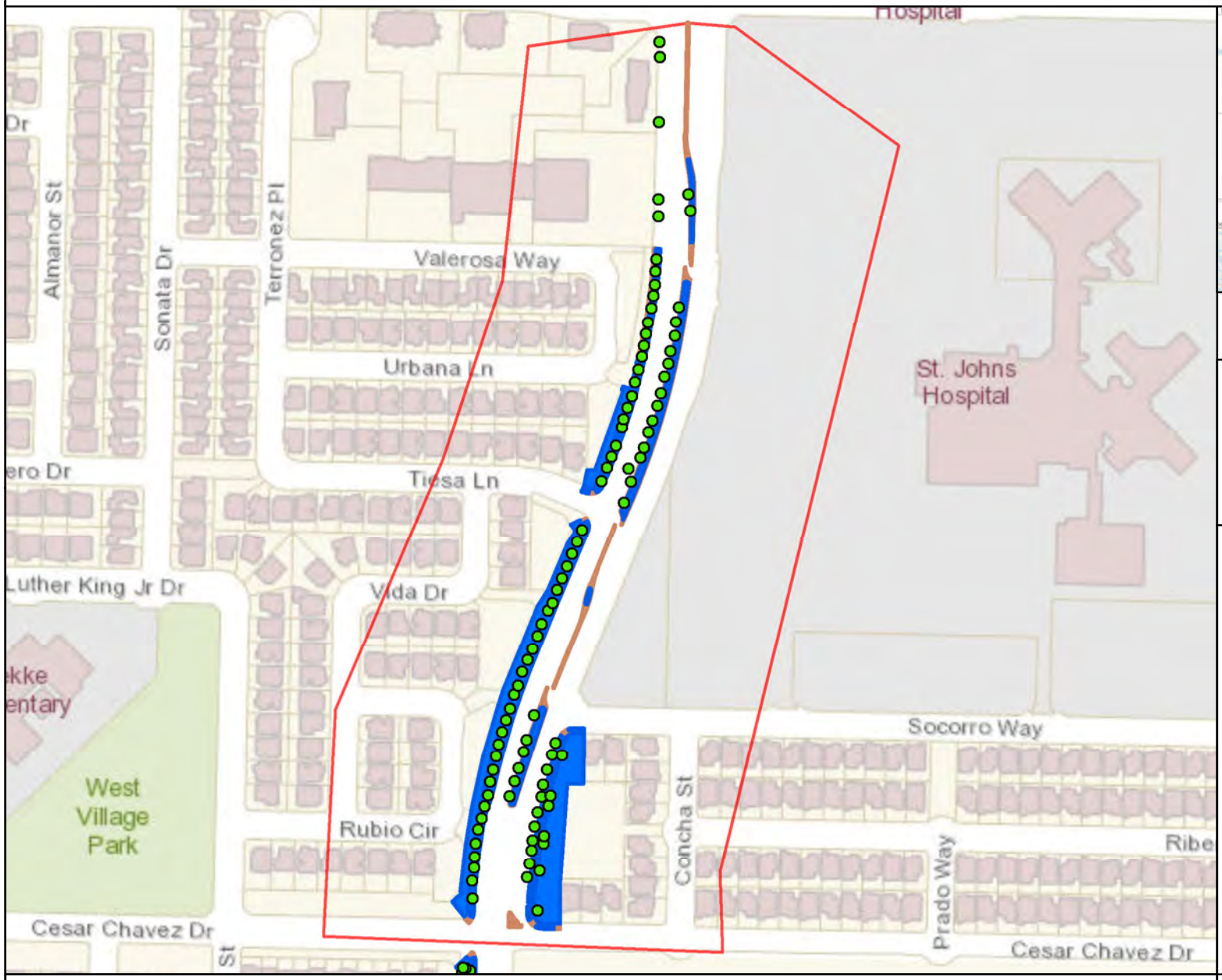
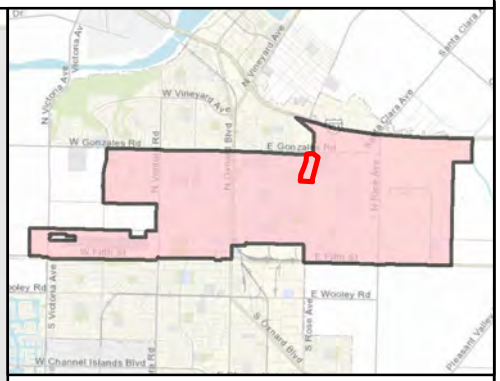
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 29 OF 49, ROSE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,883 SQ FT
~1.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,225 SQ FT
~0.42 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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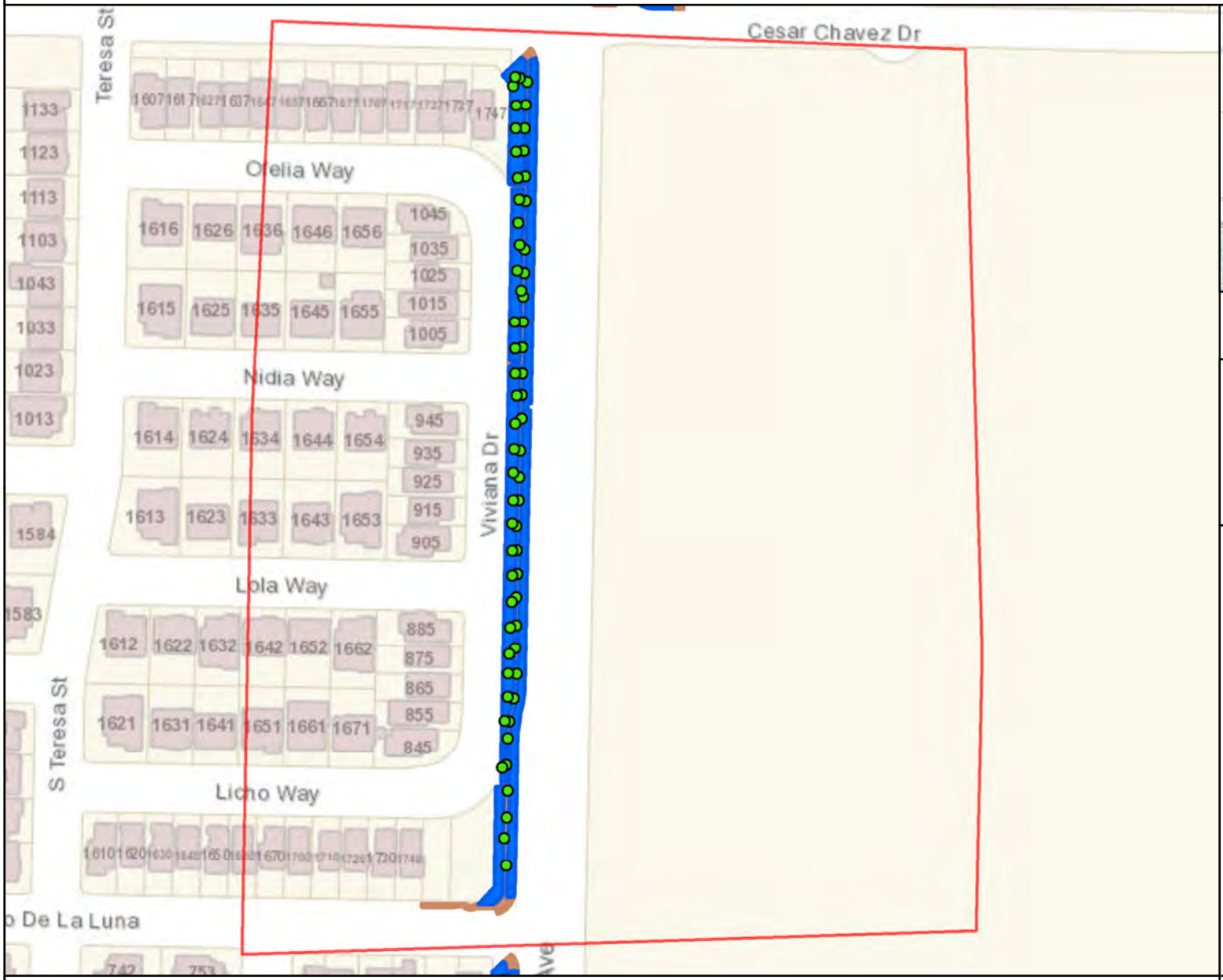
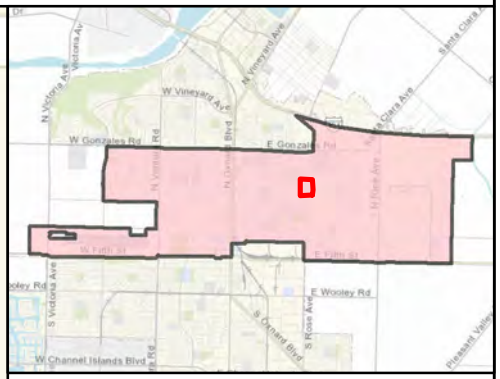
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 30 OF 49, ROSE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,323 SQ FT
~0.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,967 SQ FT
~0.16 ACRES

PROJECT TREES:
62 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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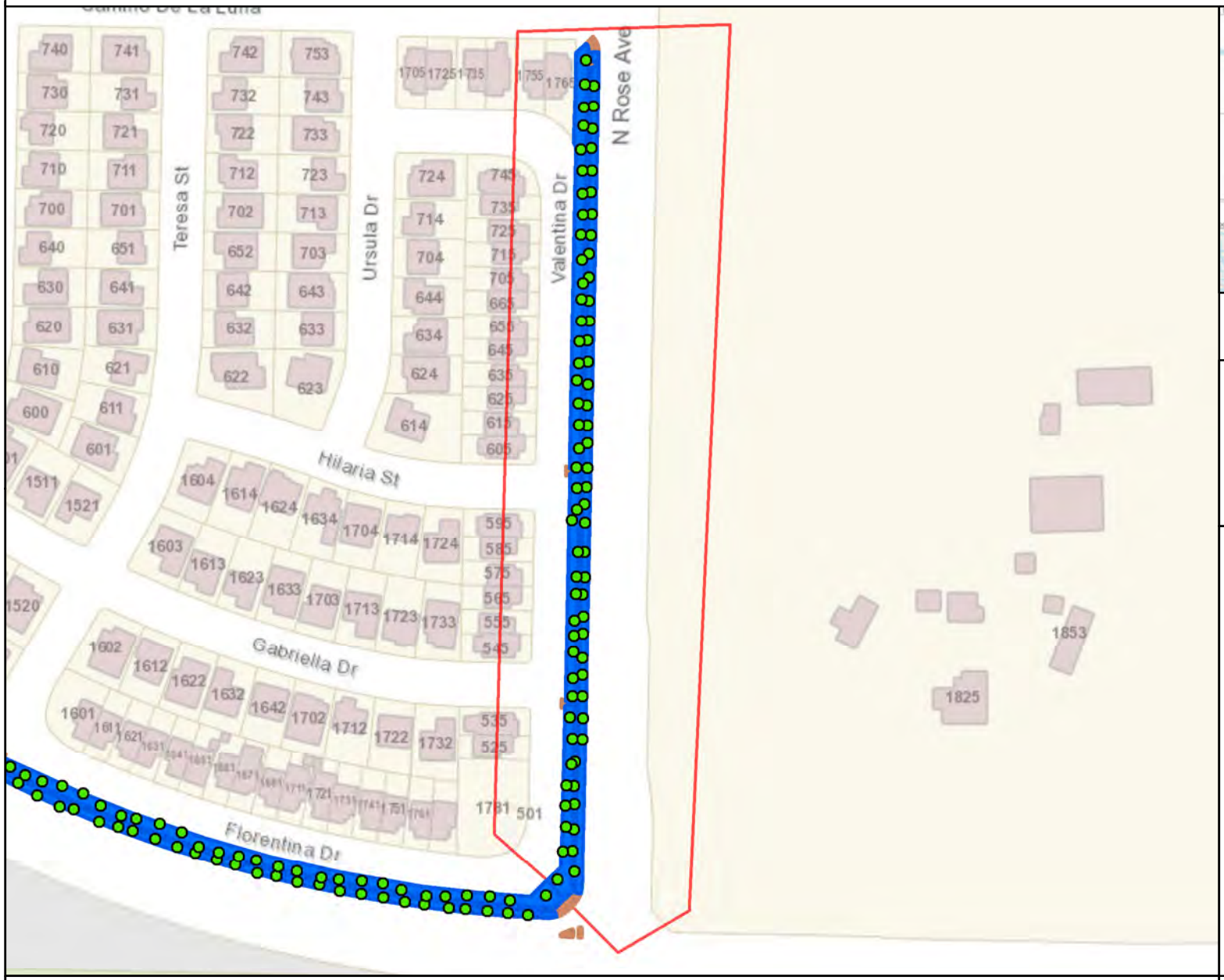
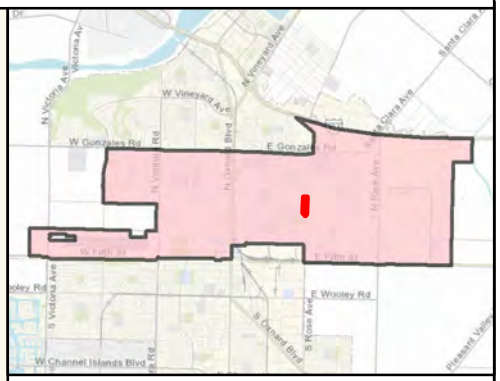
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 31 OF 49, ROSE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,416 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,796 SQ FT
~0.16 ACRES

PROJECT TREES:
77 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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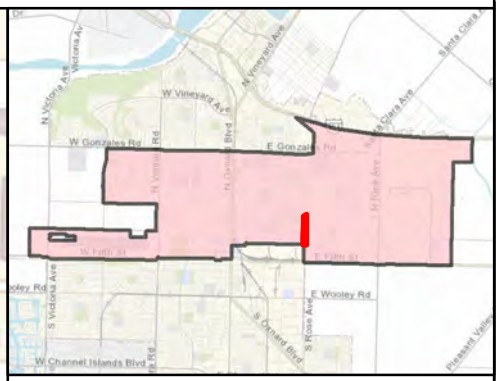
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 32 OF 49, ROSE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,828 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,548 SQ FT
~0.2 ACRES

PROJECT TREES:
56 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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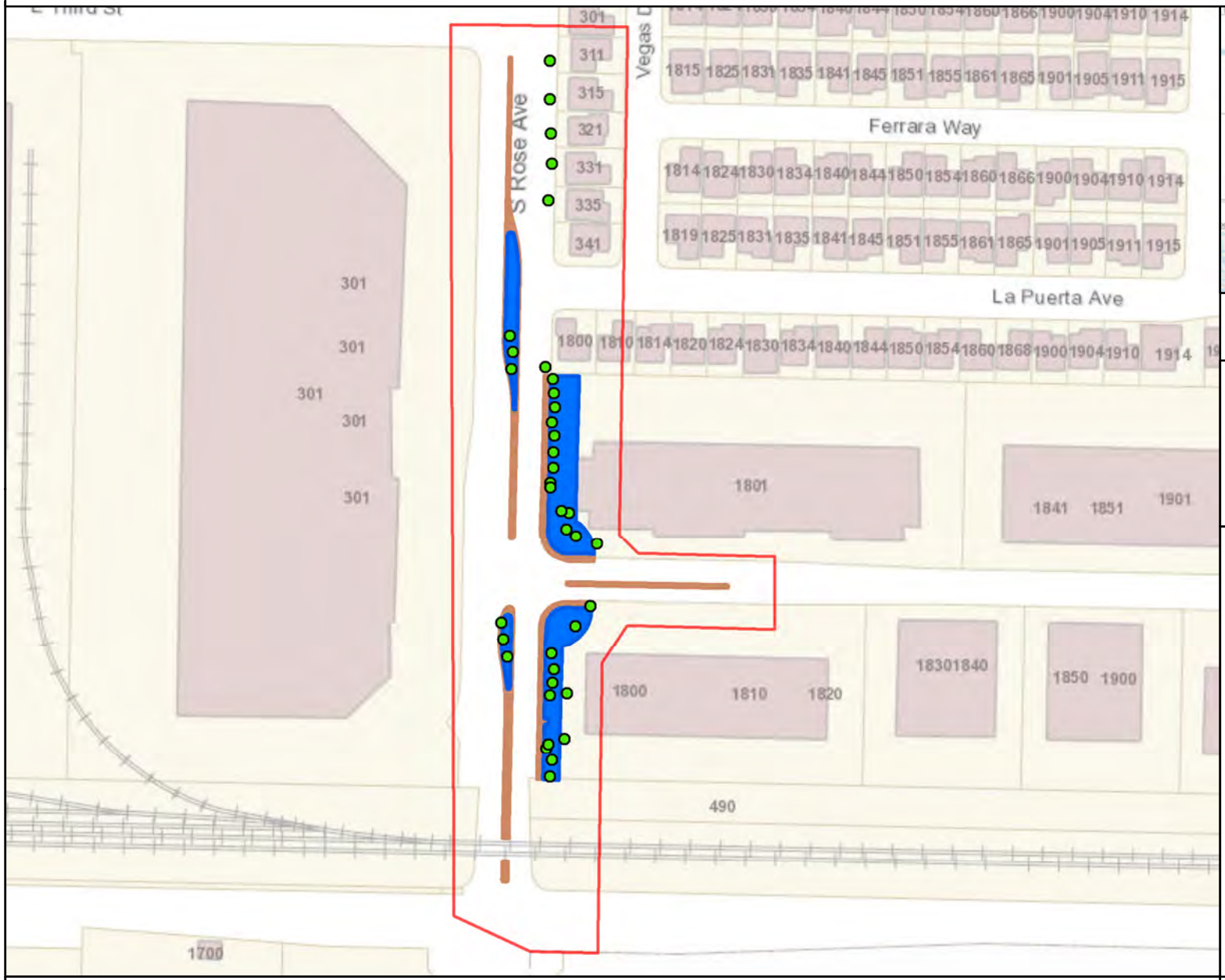
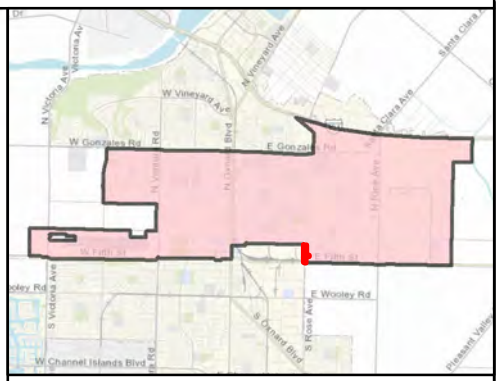
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 33 OF 49, ROSE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,805 SQ FT
~0.48 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,996 SQ FT
~0.28 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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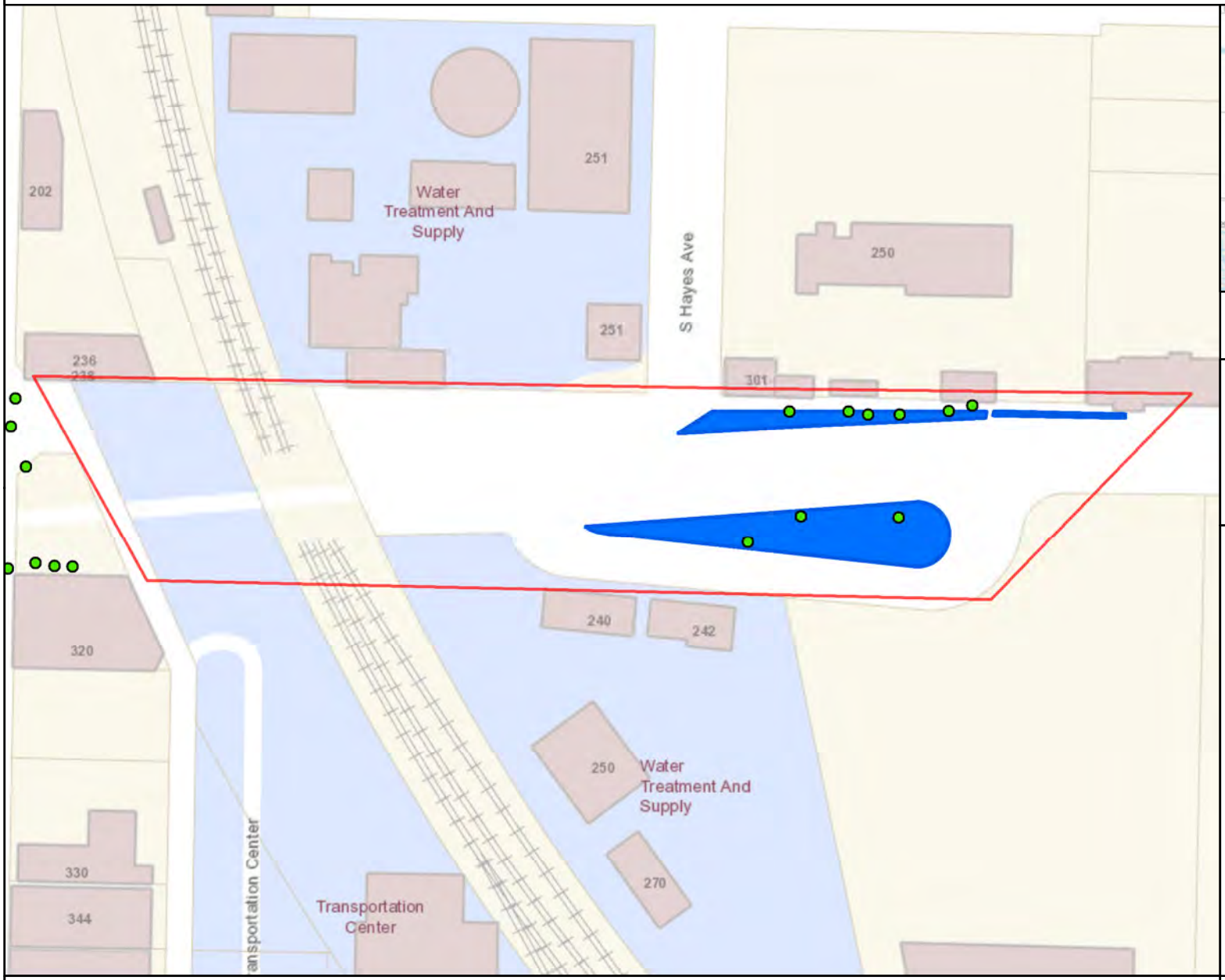
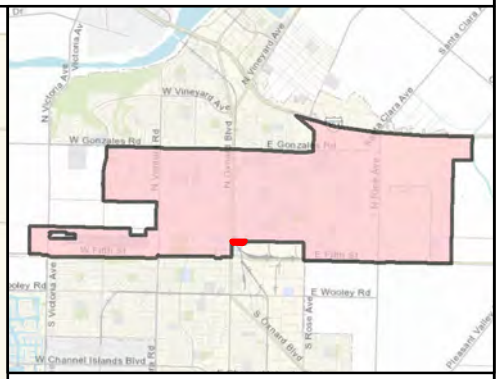
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 34 OF 49, THIRD





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~11,537 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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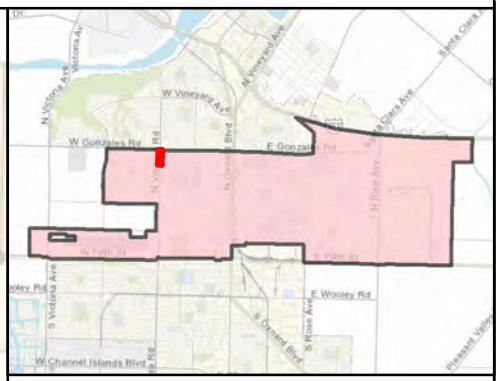
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 35 OF 49, VENTURA RD 01



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,314 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,995 SQ FT
~0.11 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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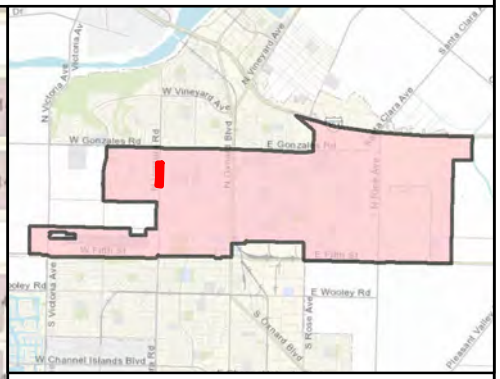
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 36 OF 49, VENTURA RD 02



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~36,645 SQ FT
~0.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,366 SQ FT
~0.1 ACRES

PROJECT TREES:
82 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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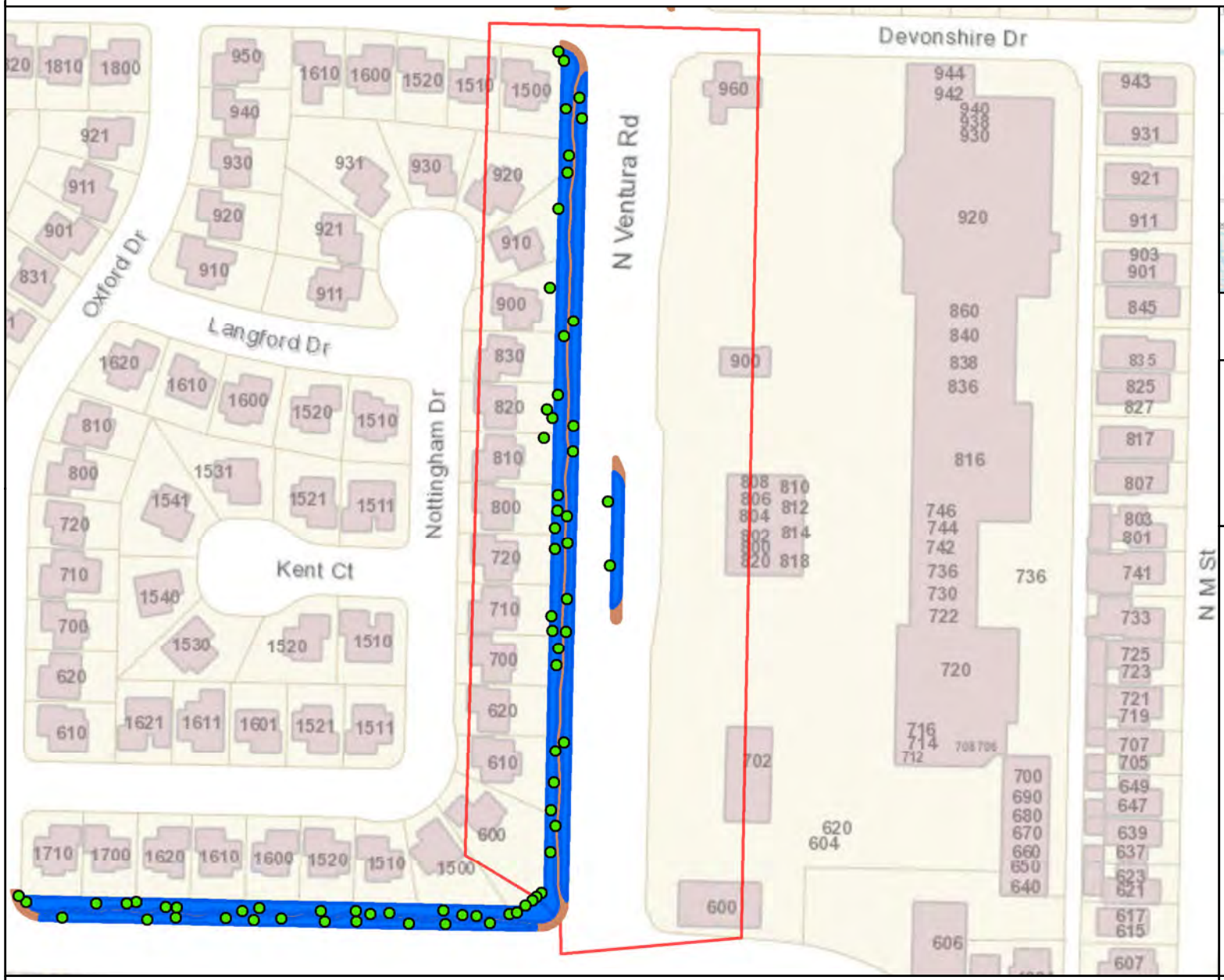
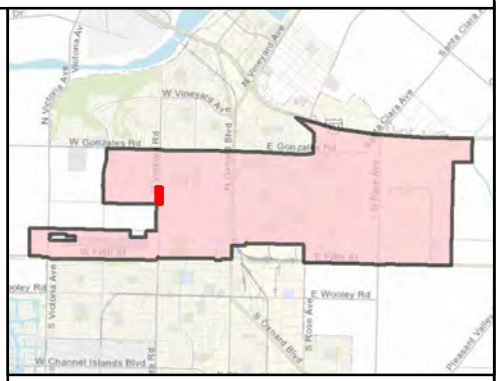
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 37 OF 49, VENTURA RD 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,795 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,283 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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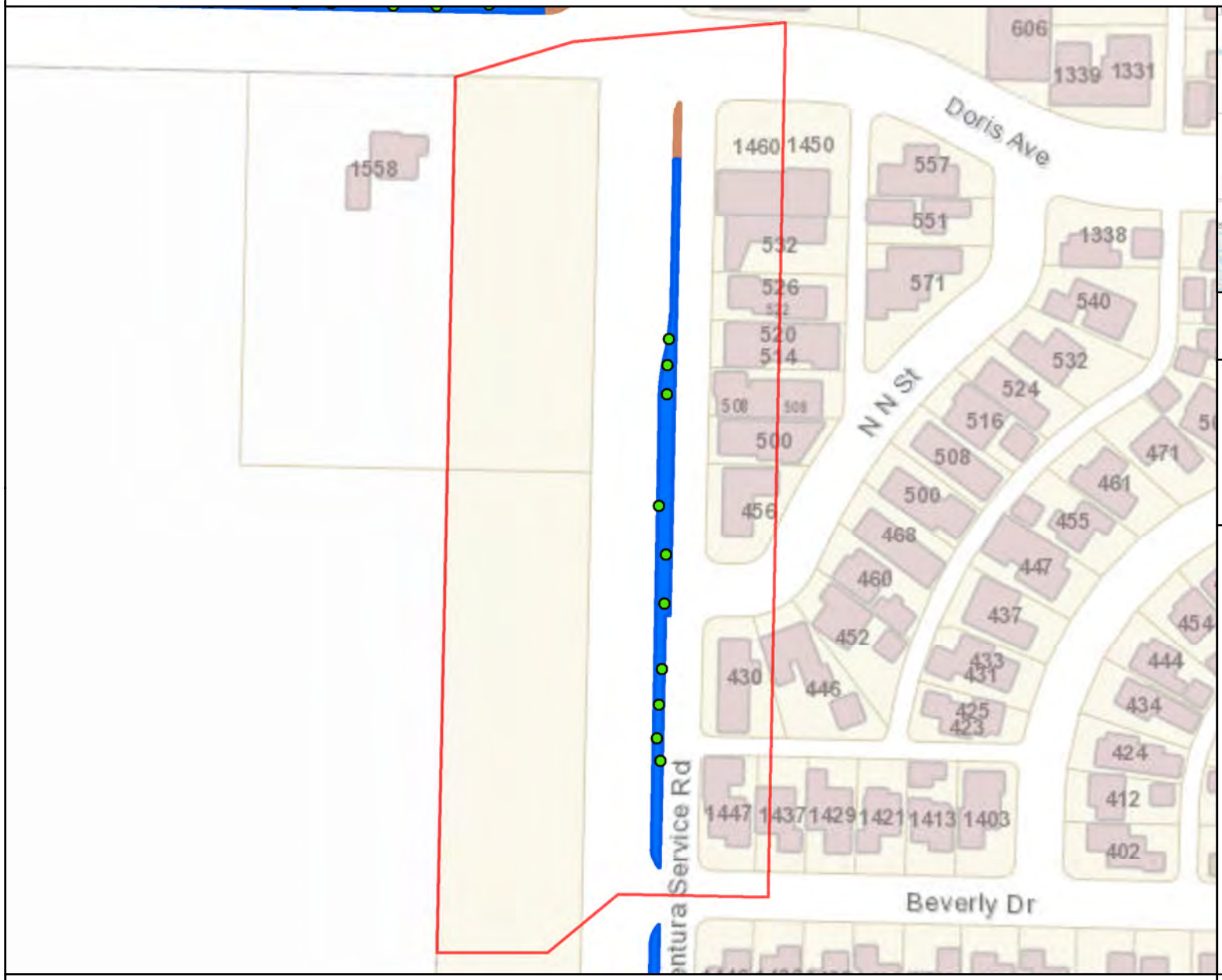
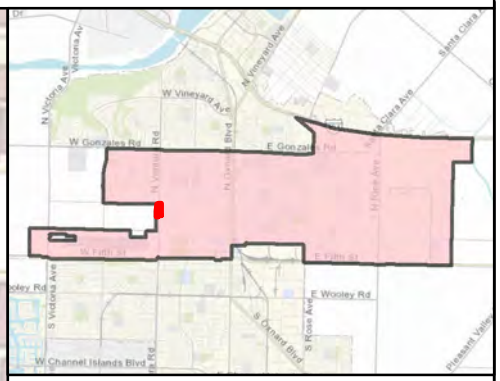
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 38 OF 49, VENTURA RD 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,501 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~314 SQ FT
~0.01 ACRES

PROJECT TREES:
10 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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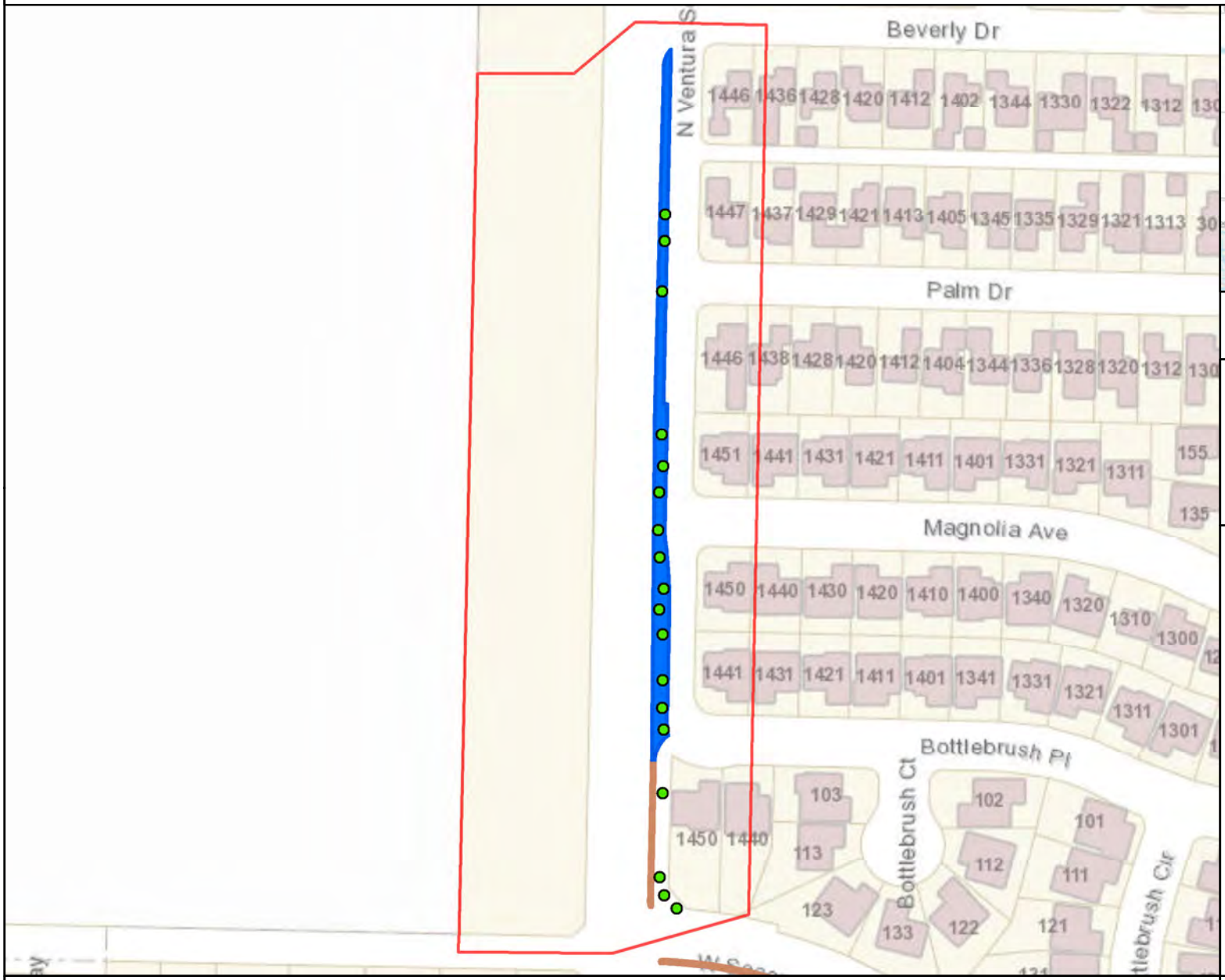
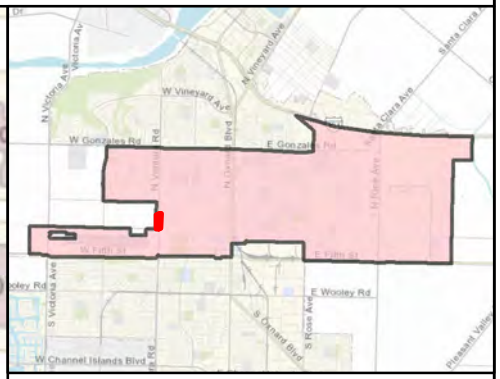
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 39 OF 49, VENTURA RD 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,560 SQ FT
~0.24 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~662 SQ FT
~0.02 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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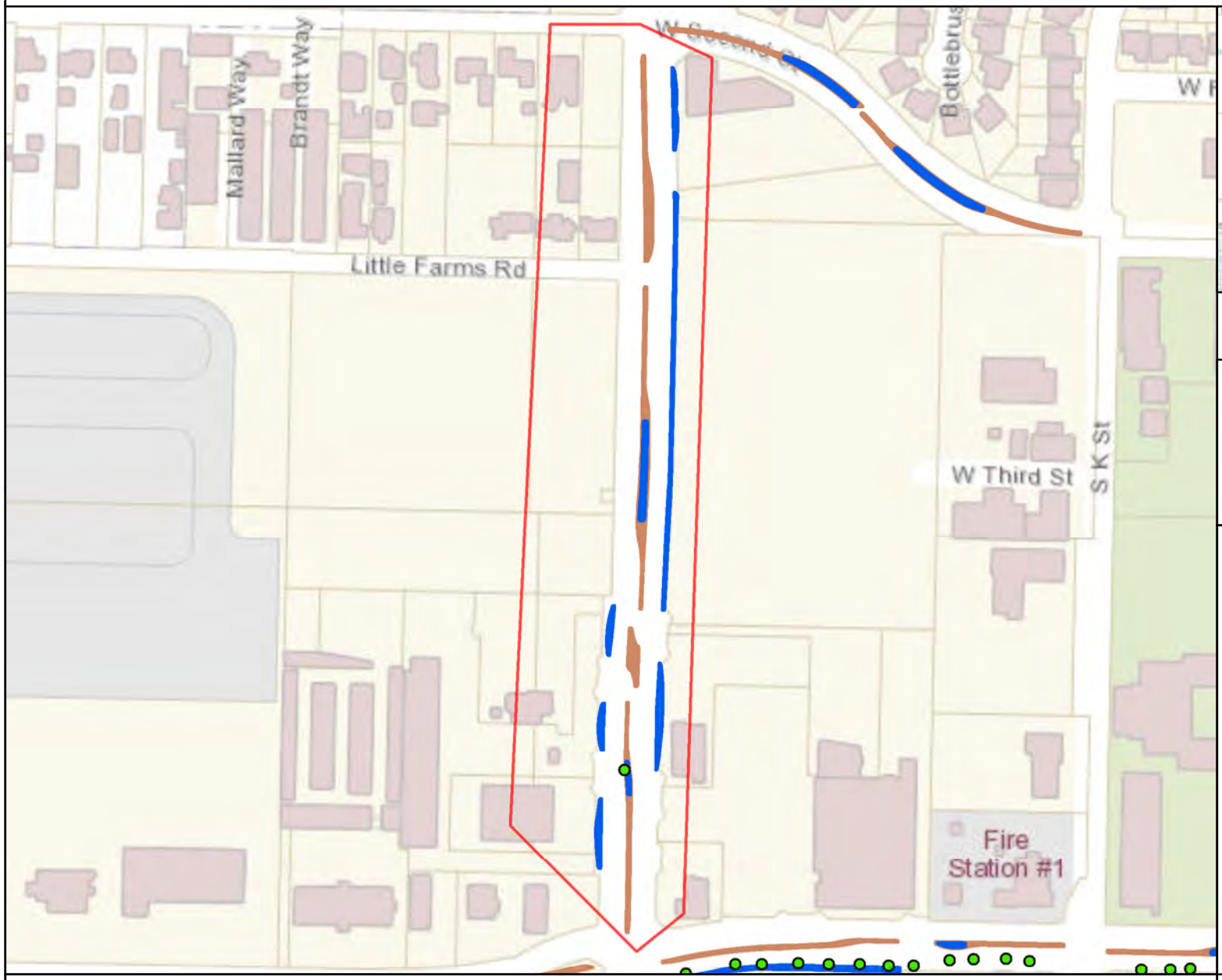
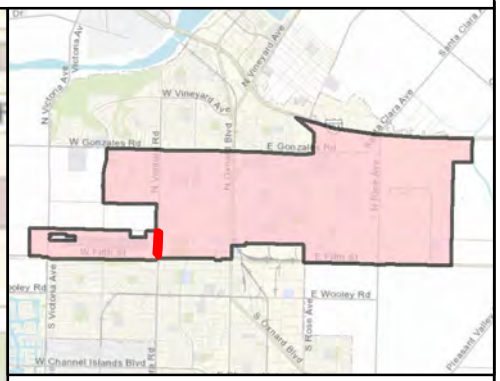
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 40 OF 49, VENTURA RD 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,917 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,612 SQ FT
~0.24 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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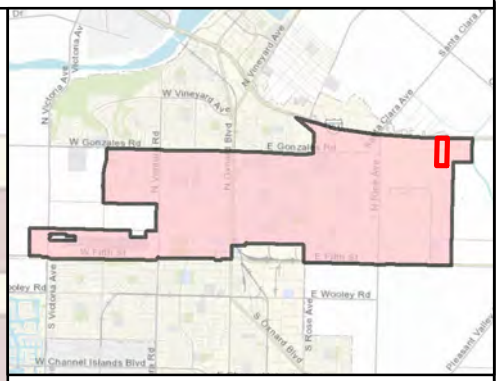
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 41 OF 49, DEL NORTE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,459 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~112 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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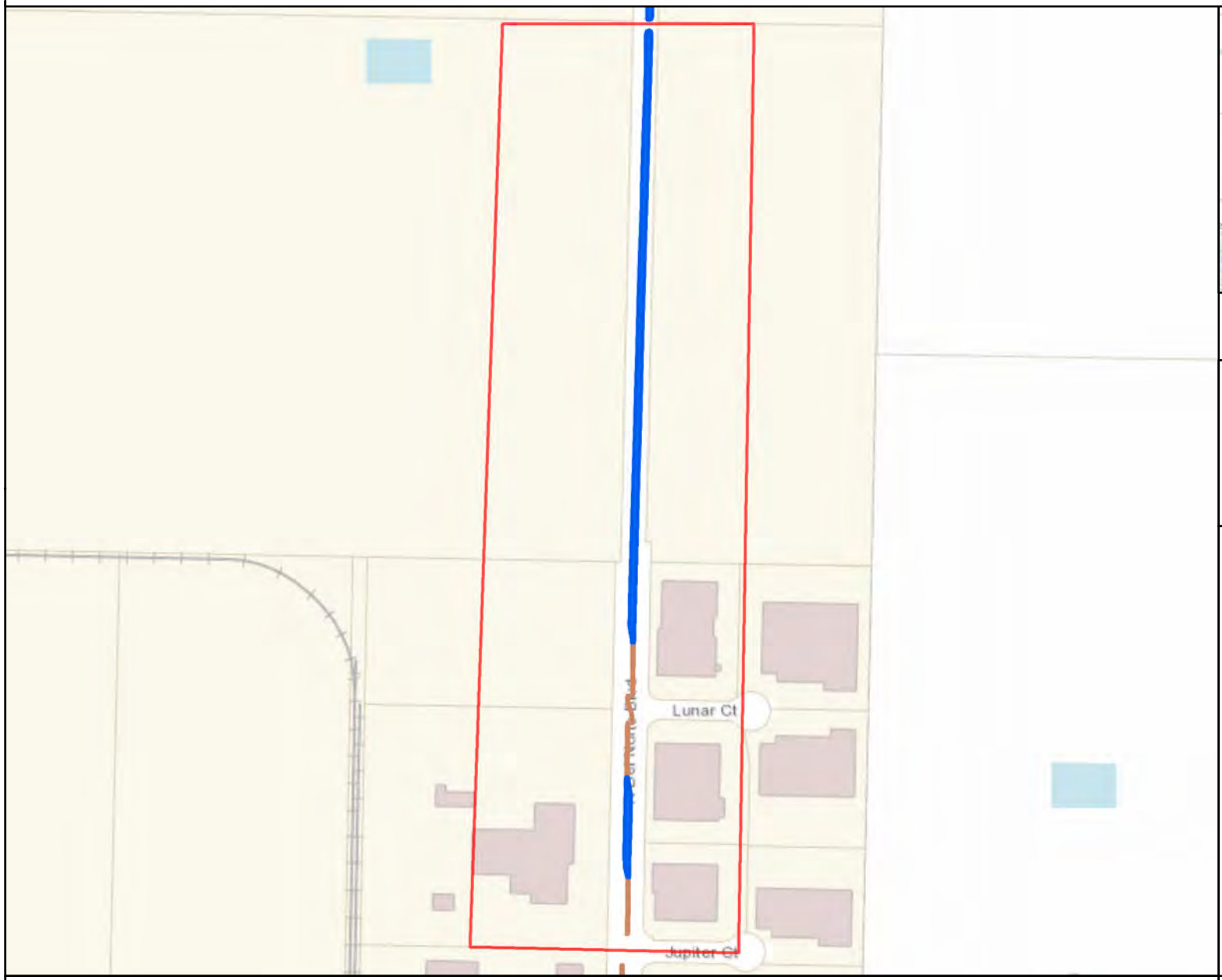
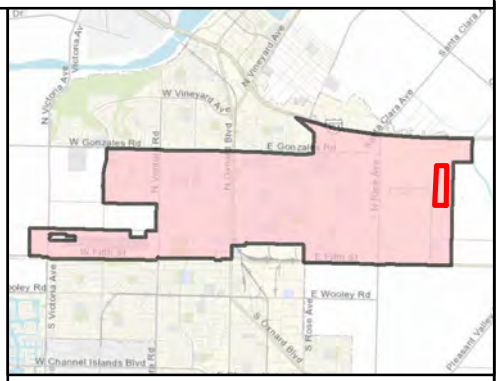
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 42 OF 49, DEL NORTE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,174 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,431 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

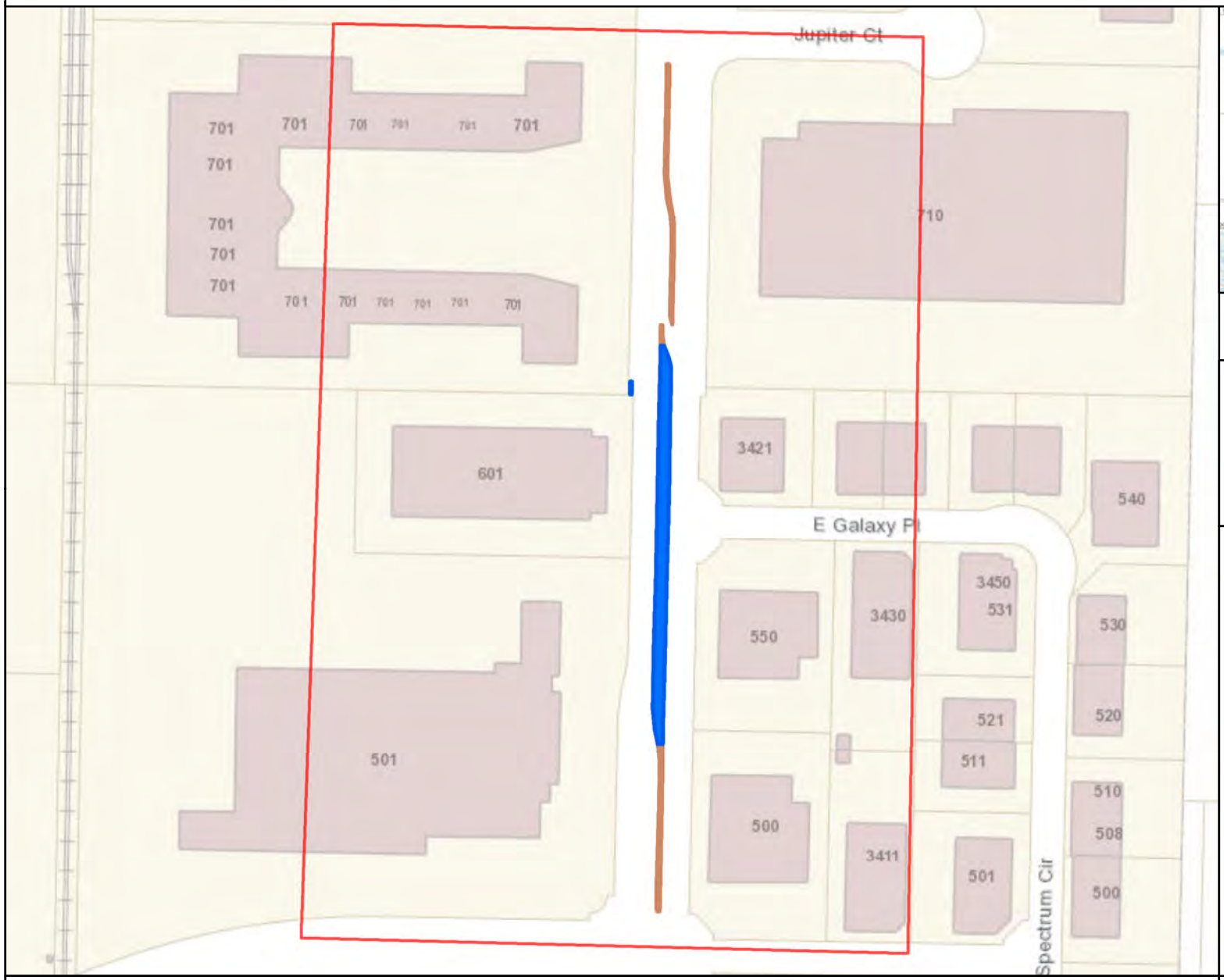
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

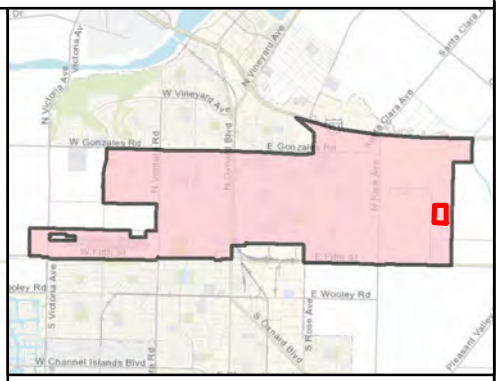
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 43 OF 49, DEL NORTE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,462 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,566 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

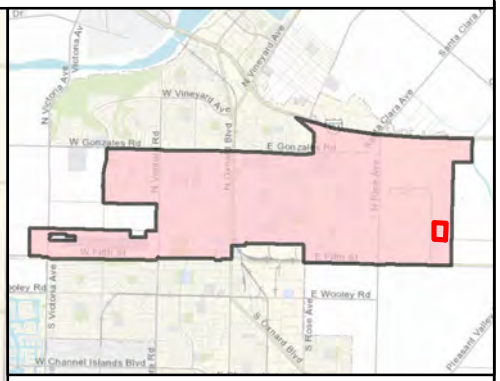
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 44 OF 49, DEL NORTE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,227 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,143 SQ FT
~0.07 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

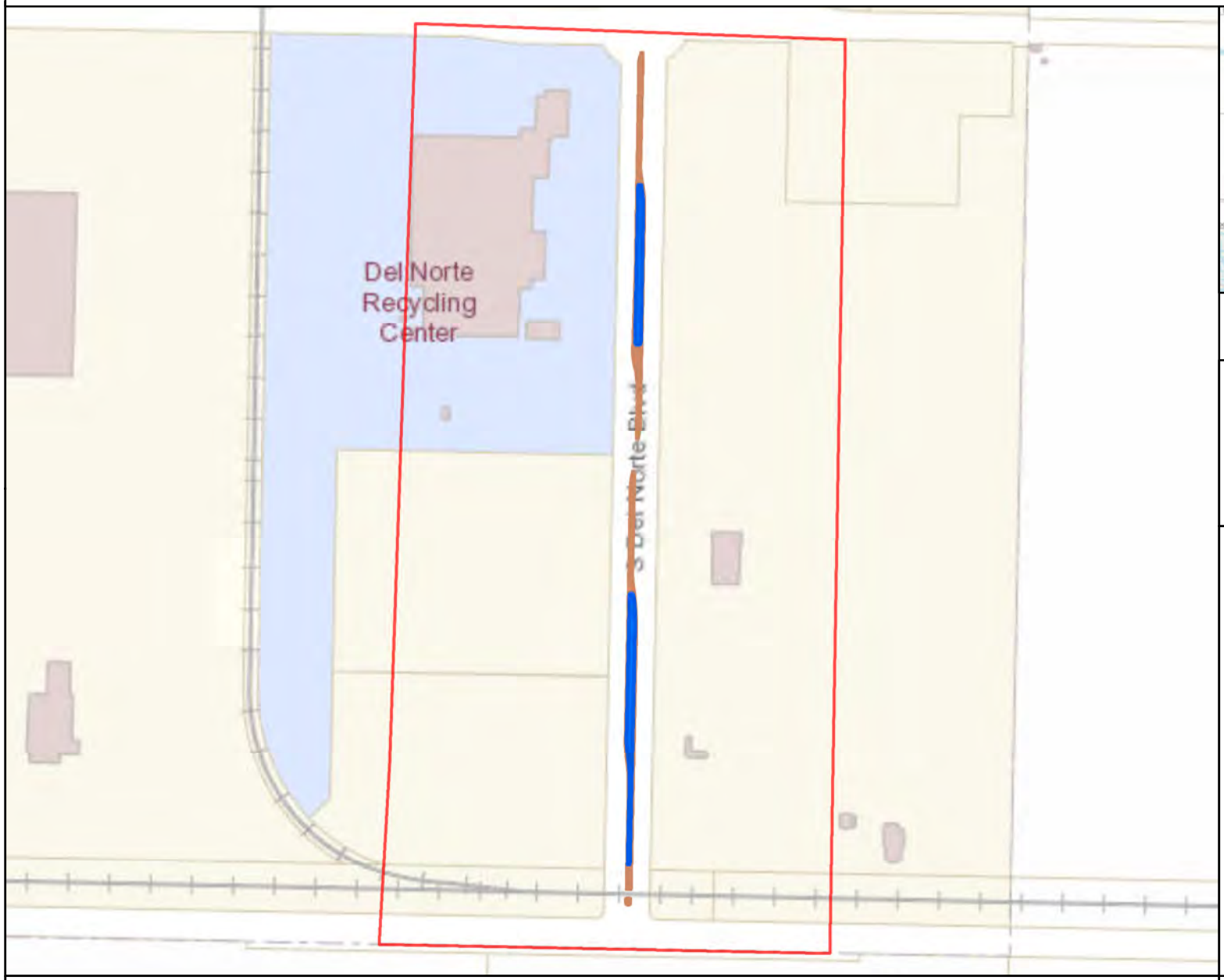
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

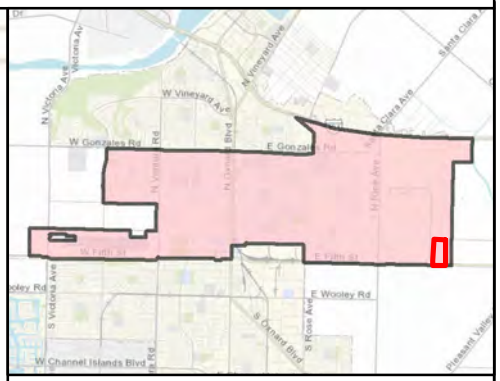
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 45 OF 49, DEL NORTE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~8,125 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~9,224 SQ FT
~0.21 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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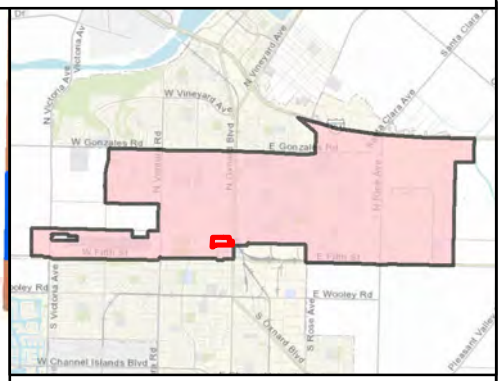
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 46 OF 49, CIVIC CENTER



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,764 SQ FT
~2.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~56,944 SQ FT
~1.31 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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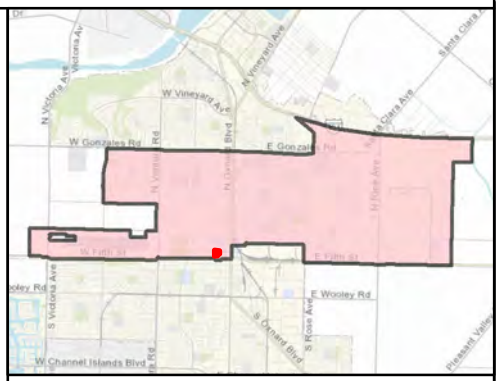
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 47 OF 49, CARNEGIE



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,674 SQ FT
~0.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~700 SQ FT
~0.02 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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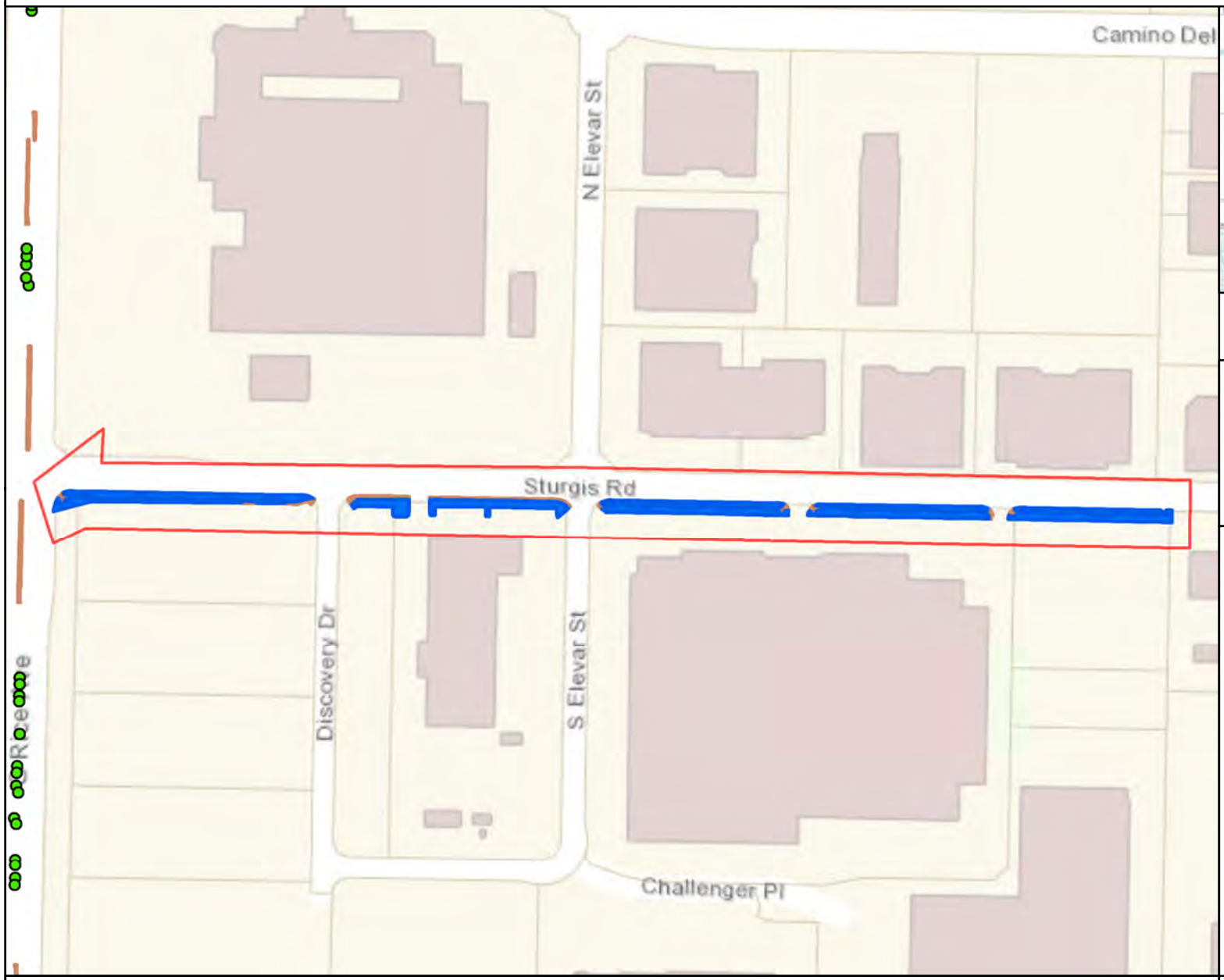
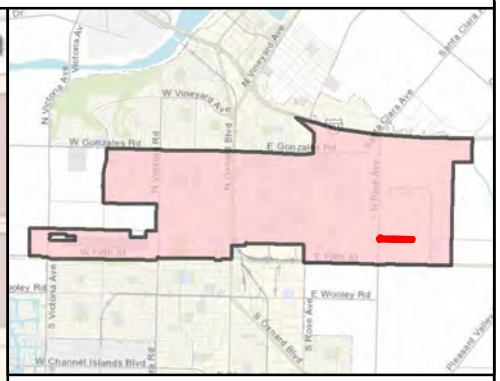
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 48 OF 49, STURGIS 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~38,183 SQ FT
~0.88 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,904 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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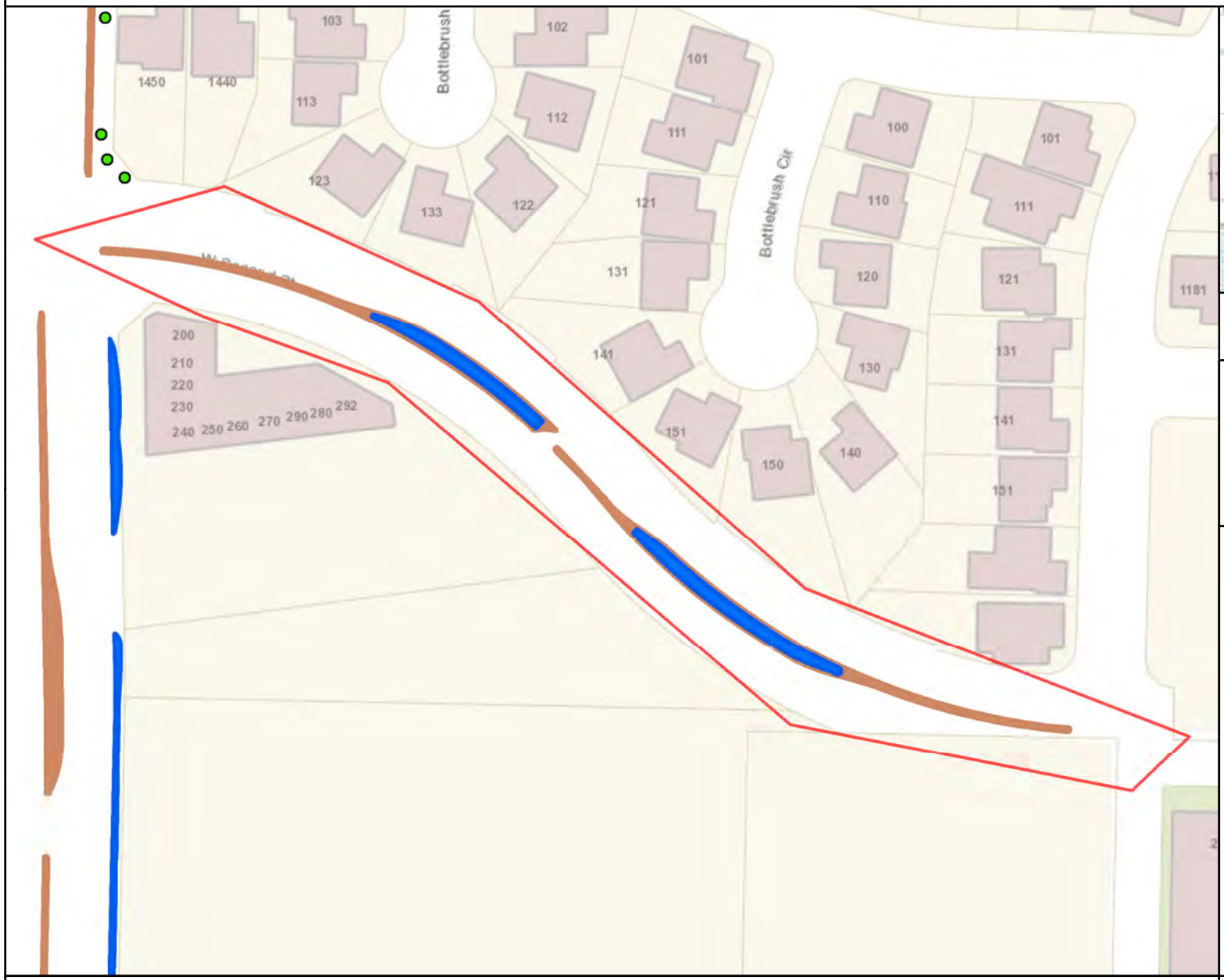
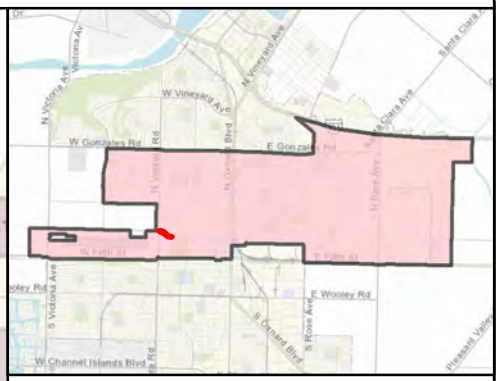
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 49 OF 49, W SECOND ST





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,358 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,580 SQ FT
~0.11 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Landscaping Maintenance, Inc

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 3

(4) Schedule of Services: Monthly Landscaping Maintenance located in Median ways located within Region 3 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $2,000,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Tenley Garcia

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
[redacted] Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Garcia's Landscaping Maintenance, Inc
Attn: Tenley Garcia
2102 Hughes Drive
Oxnard, CA 93033

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

[redacted] Scope of Services Exhibit
[redacted] Rates and Costs Exhibit
☐ Schedule of Services Exhibit
[redacted] Region 3 Detail Maps
[redacted] Living Wage Policy Exhibit
[redacted] Prevailing Wages Exhibit
[redacted] Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. 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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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. If either the second or third option is selected in response to (10) on the Cover Page, 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 Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. 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.

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

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

GARCIA'S LANDSCAPING MAINTENANCE, INC.

_____ _____
Pablo Garcia, President[2] Date

_____ _____
Tenley Garcia, Secretary Date

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

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

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 are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

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. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

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.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

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 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. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

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, 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 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 shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

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 prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways 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. 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.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly 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 for approval.

K. 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. 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. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly 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 . 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.

L. 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. Mowing shall occur once a month. 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. 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.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City’s designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. 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.

S. 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 date and time.

T. 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.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

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 parkways and medians
7. Take extended breaks while at City facilities

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. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

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

Not applicable.

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

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

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

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

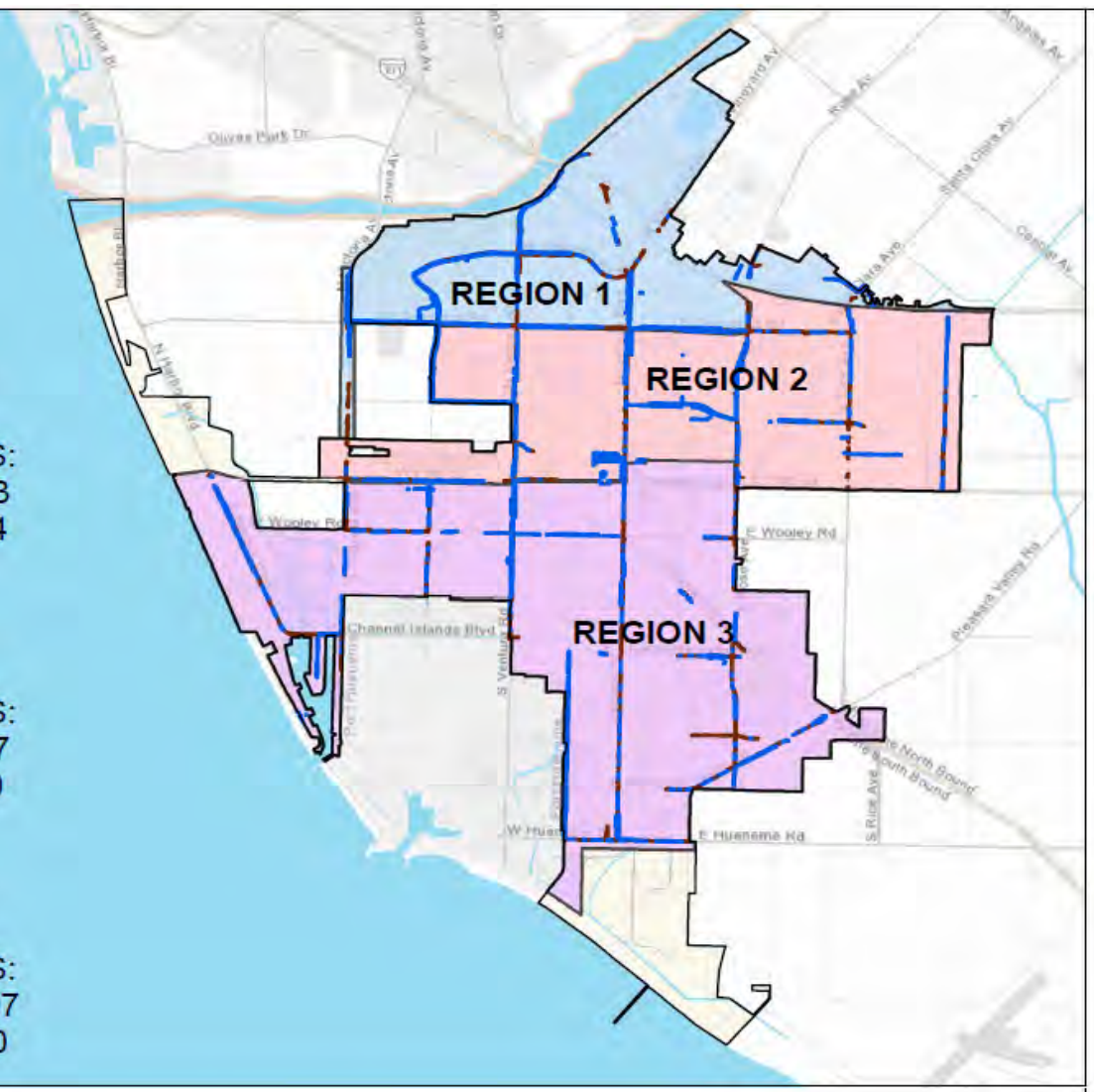
The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 3

	Monthly Cost
Region 3	**$51,000.00**
Non-Selective herbicide applicate	**$225/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**

REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES

TREES ALONG ARTERIAL STREETS: ~6,660 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 0.5 1 2 Miles

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Medians & Parkways
Hardscape

INSURANCE EXHIBIT
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.

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. 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 <u>and</u> 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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY)n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 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, 2020

42. 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 **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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.

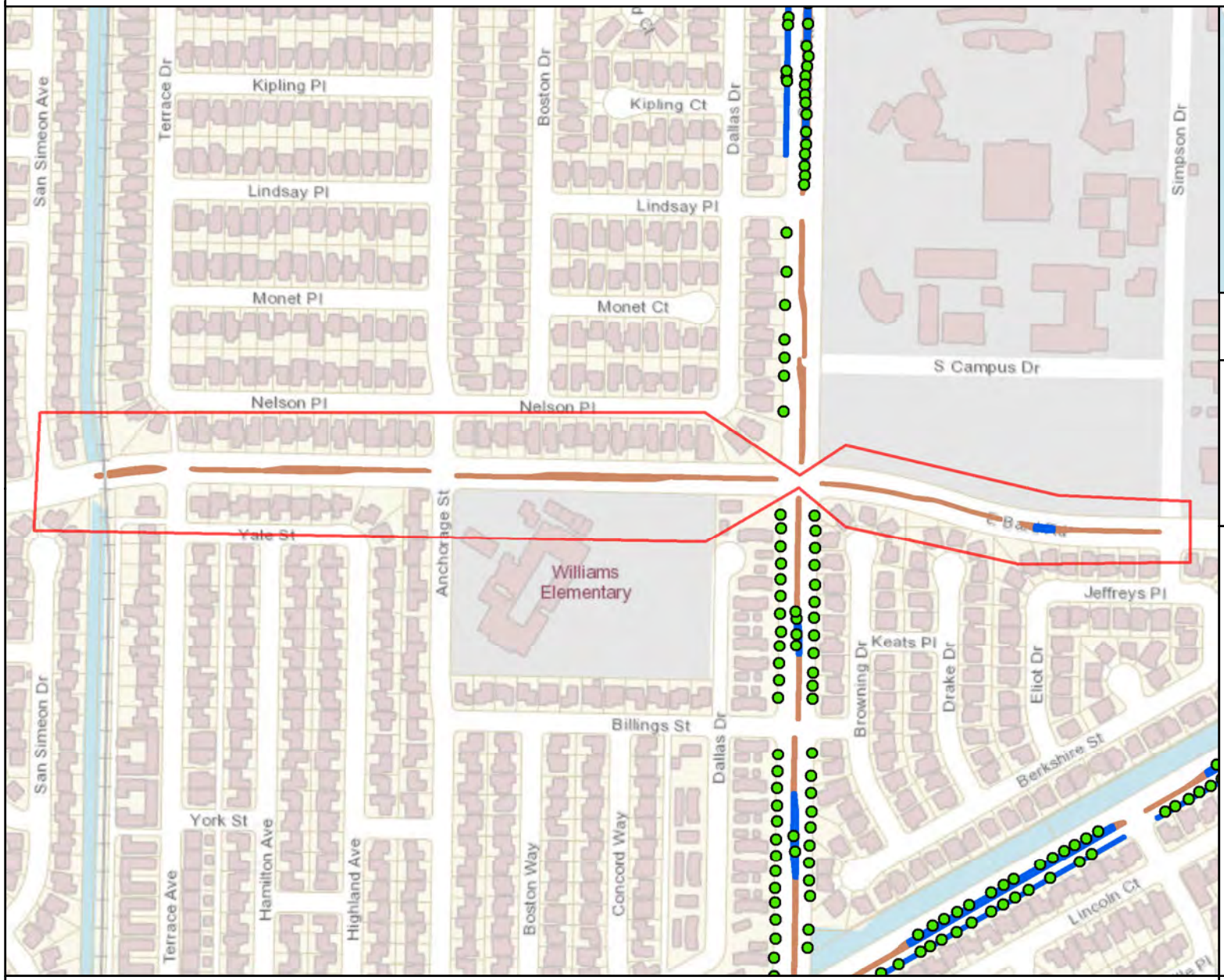
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage 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.

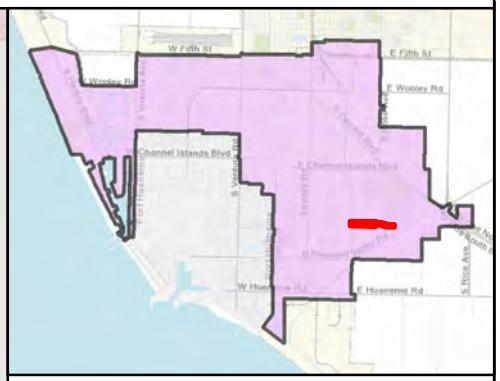
d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor'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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 3 WORK DETAIL: PAGE 1 OF 51, BARD RD





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~771 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,161 SQ FT
~0.42 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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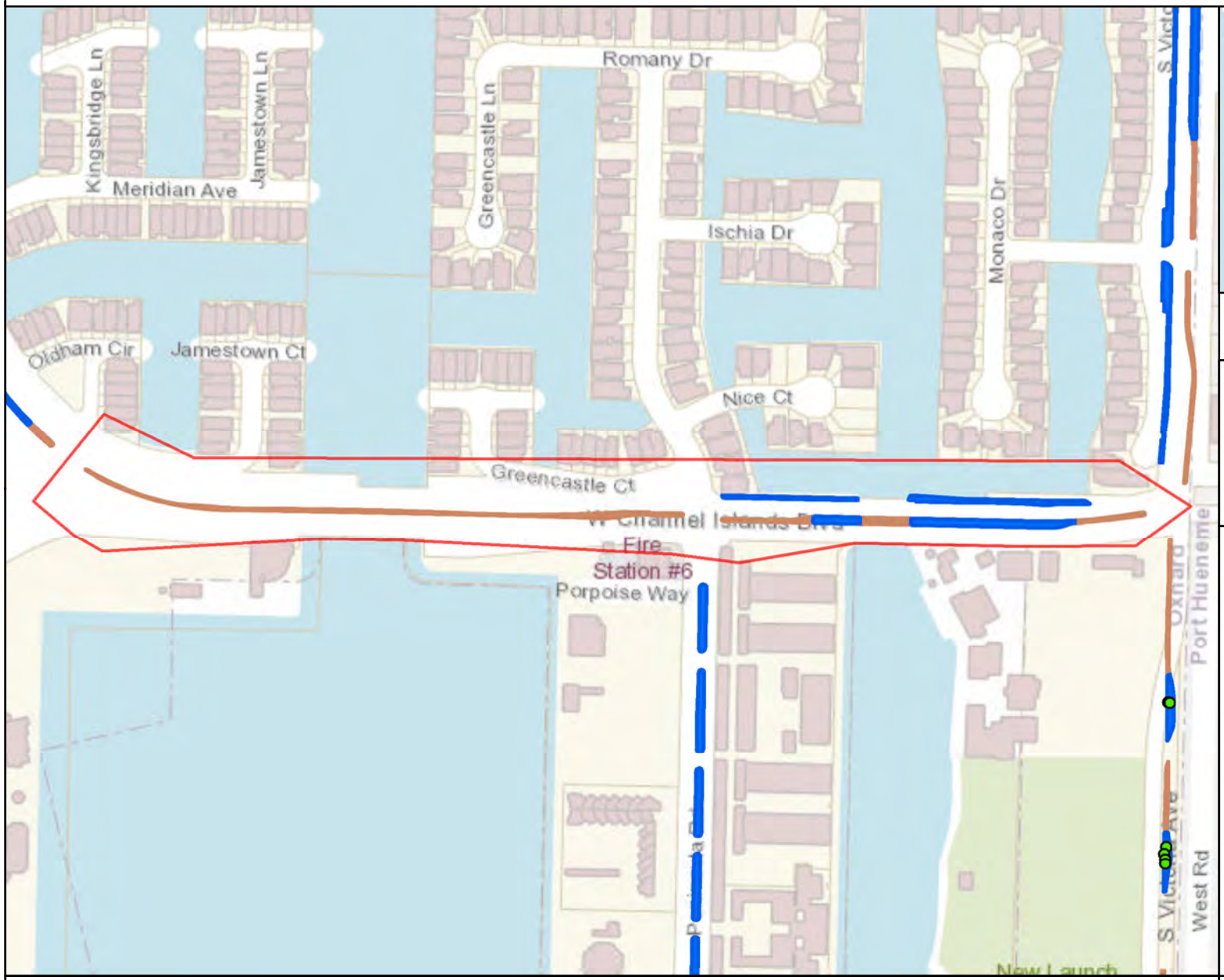
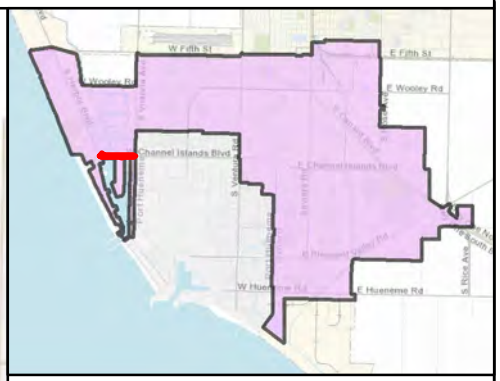
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 2 OF 51, CHANNEL ISLANDS 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,540 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,966 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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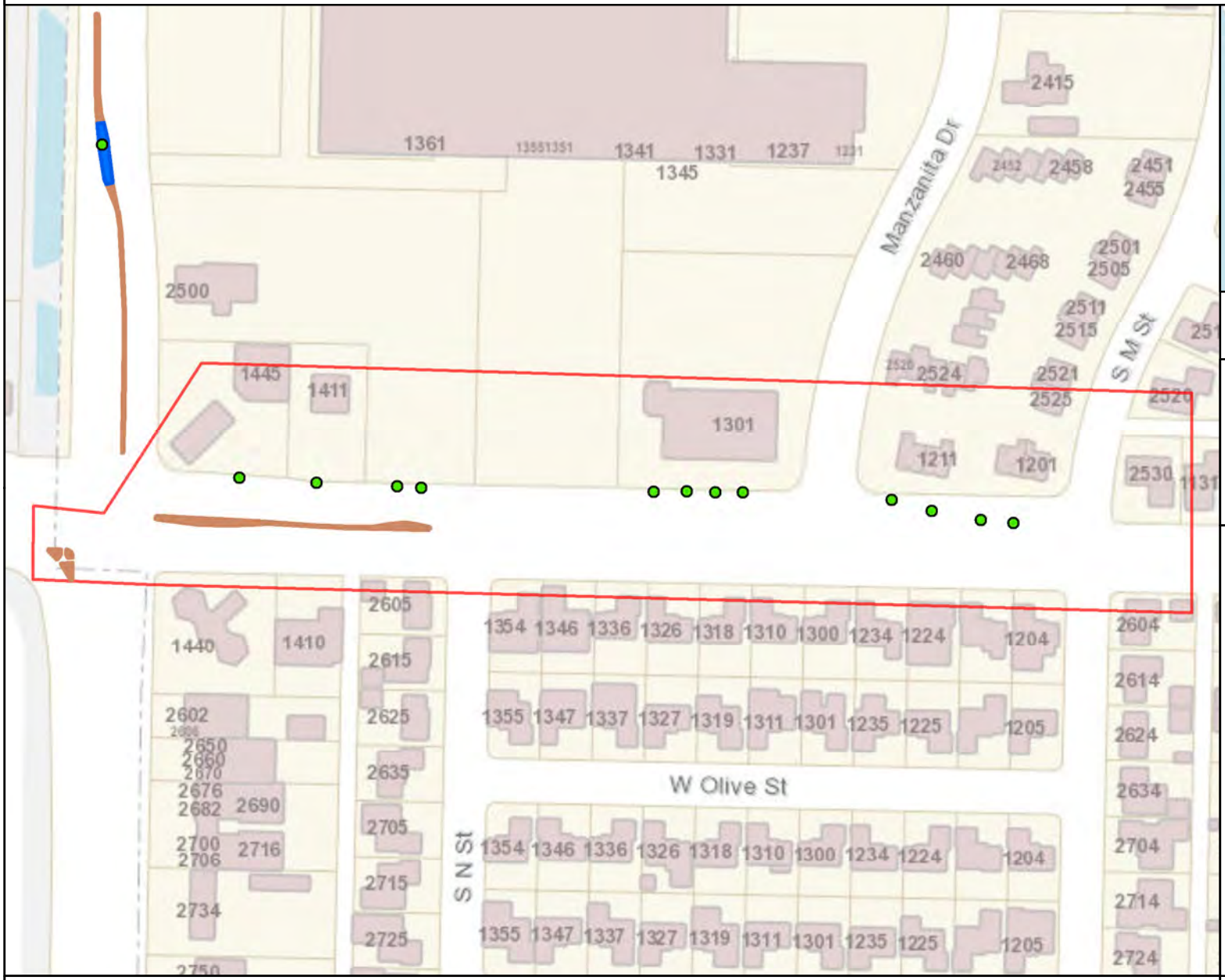
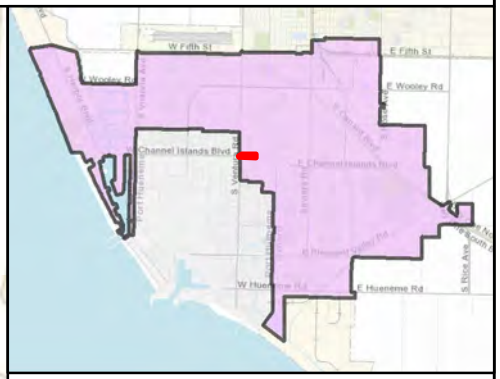
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 3 OF 51, CHANNEL ISLANDS 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,766 SQ FT
~0.04 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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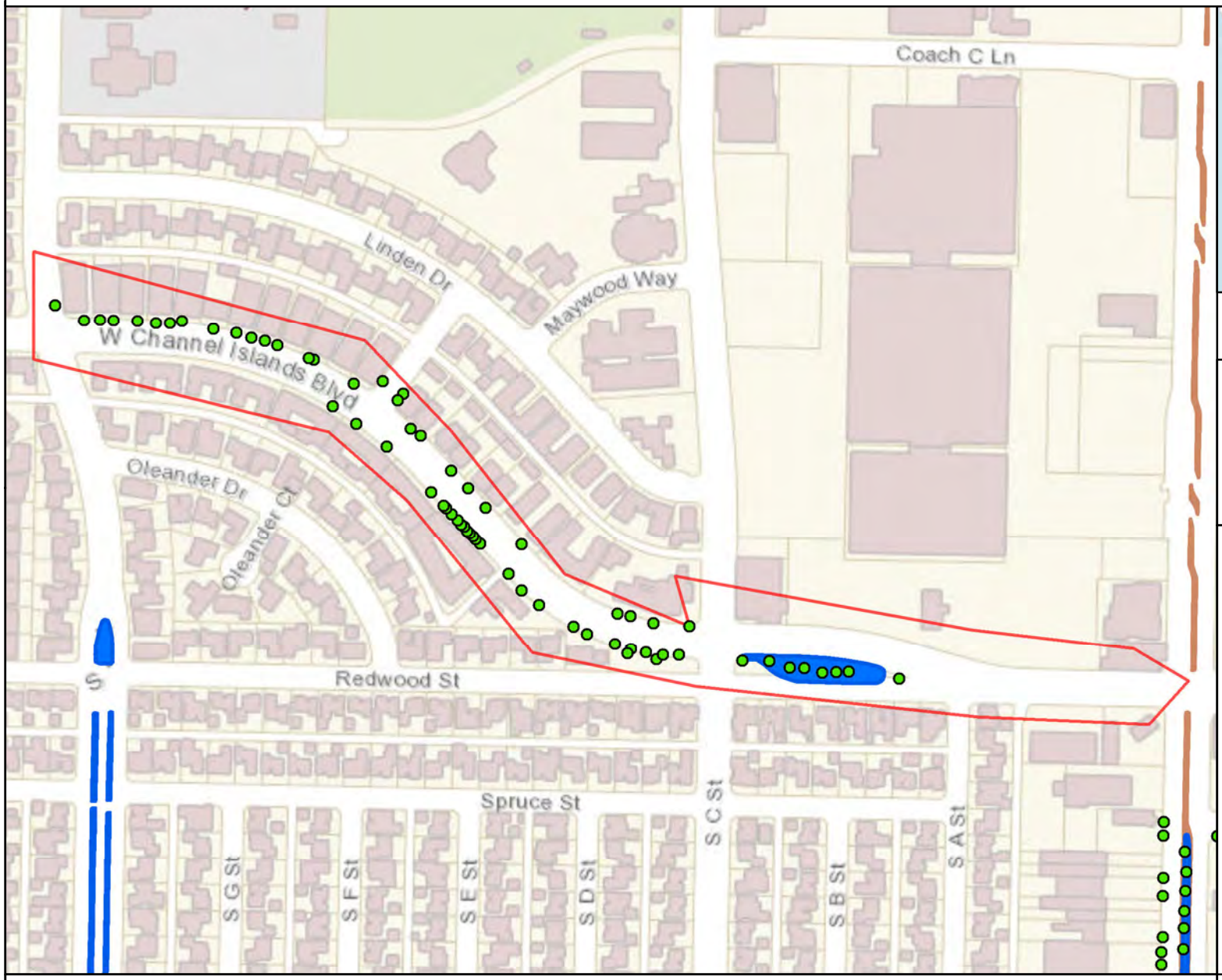
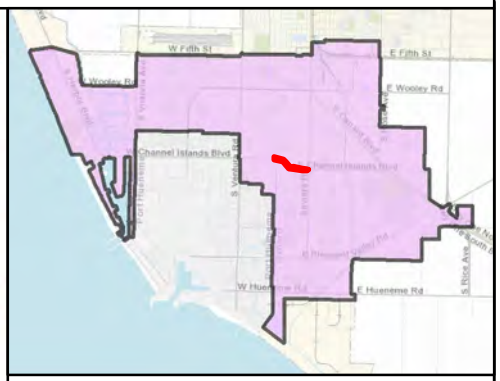
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 4 OF 51, CHANNEL ISLANDS 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,838 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
64 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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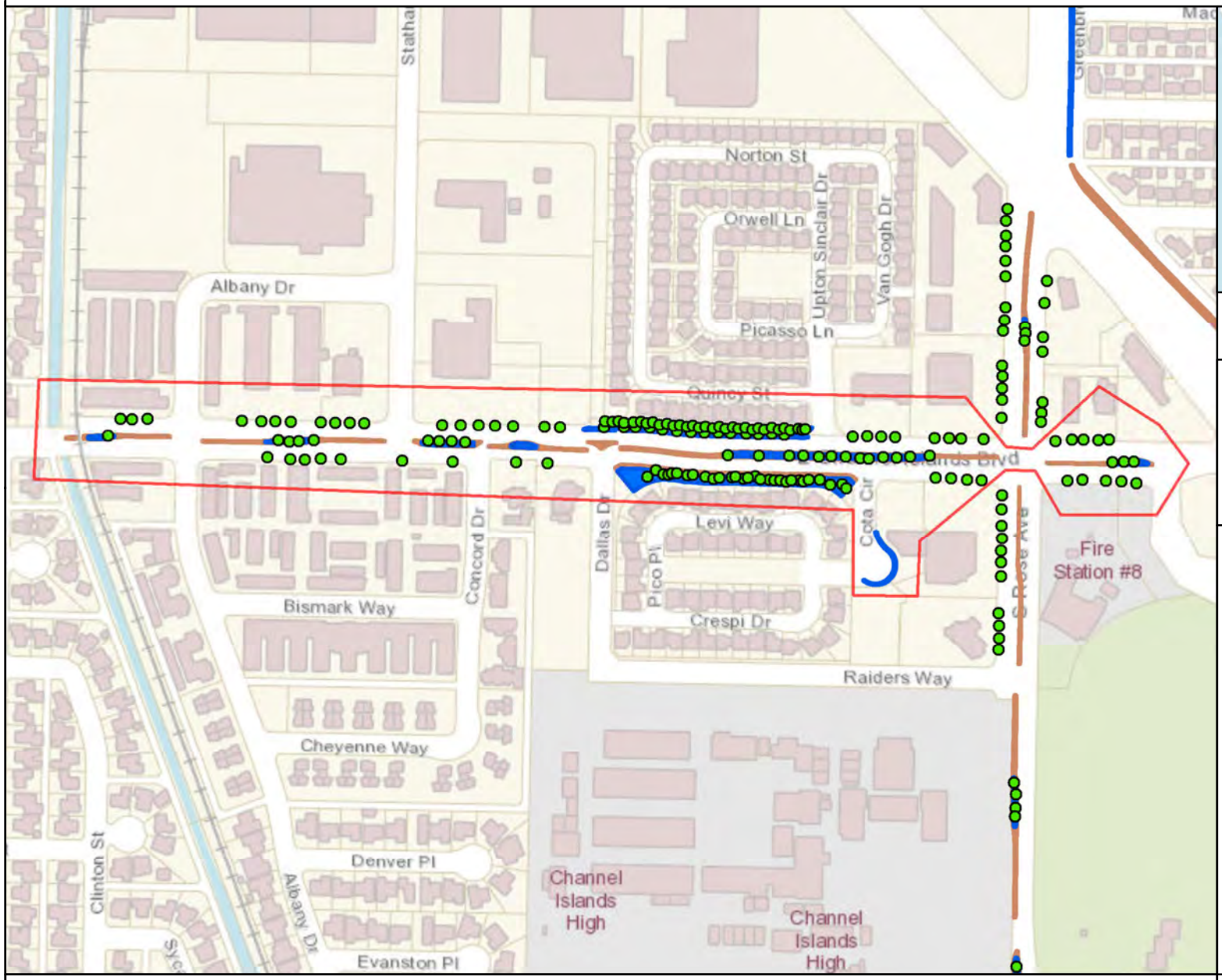
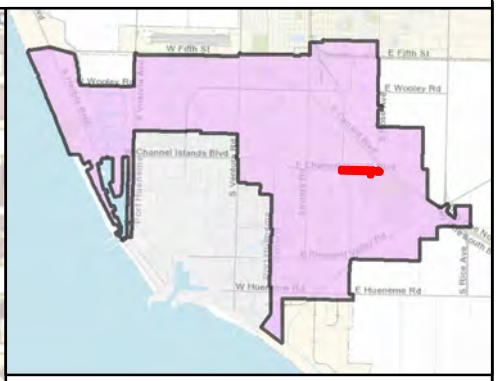
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 5 OF 51, CHANNEL ISLANDS 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~42,753 SQ FT
~0.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,776 SQ FT
~0.43 ACRES

PROJECT TREES:
149 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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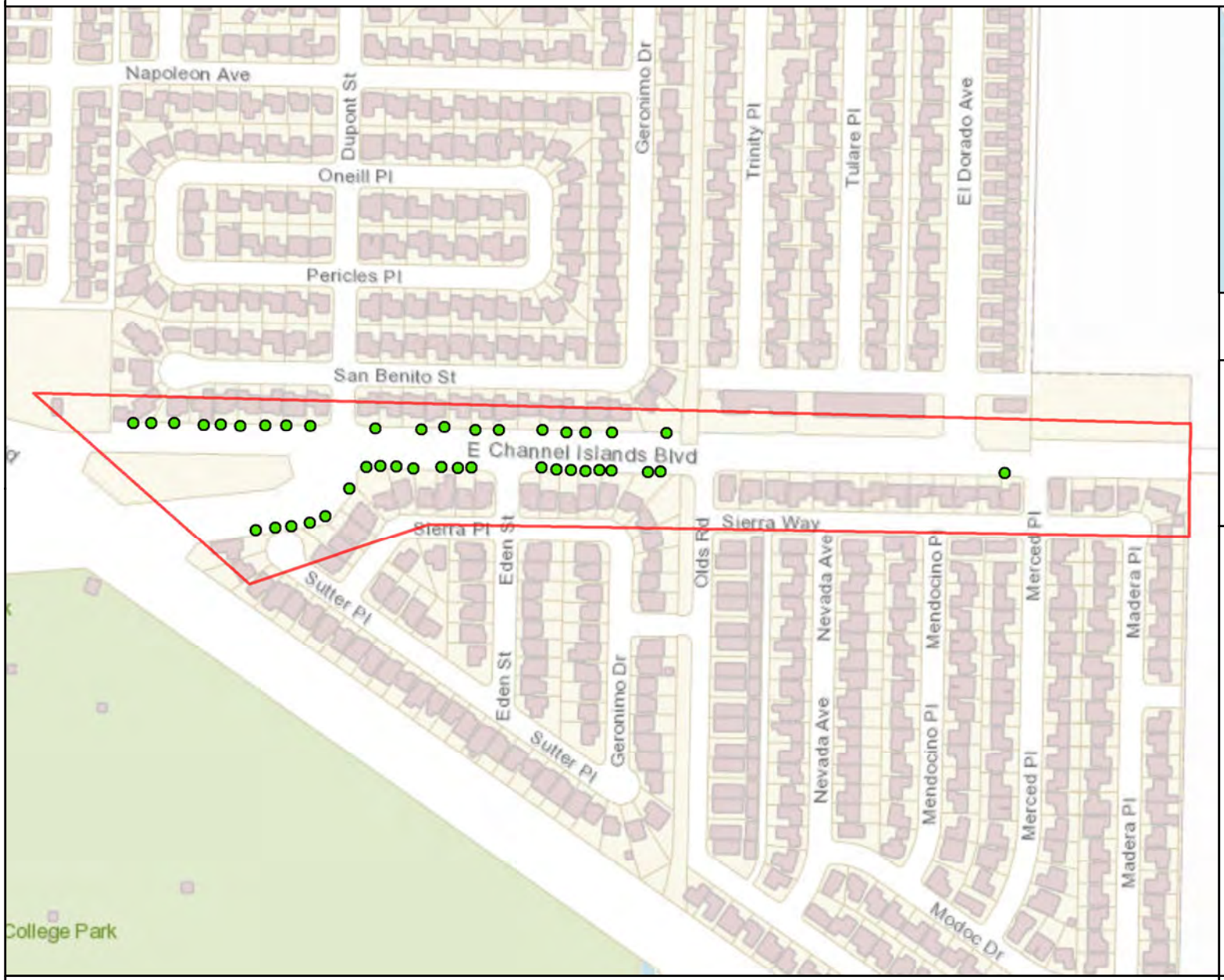
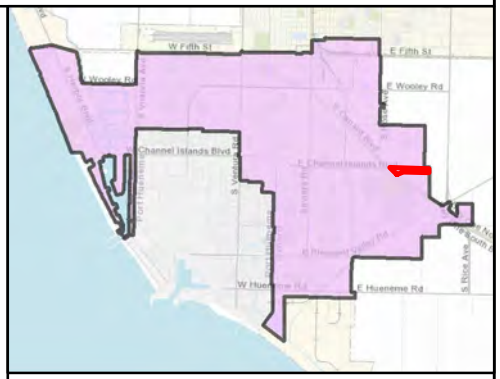
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 6 OF 51, CHANNELS ISLANDS 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
41 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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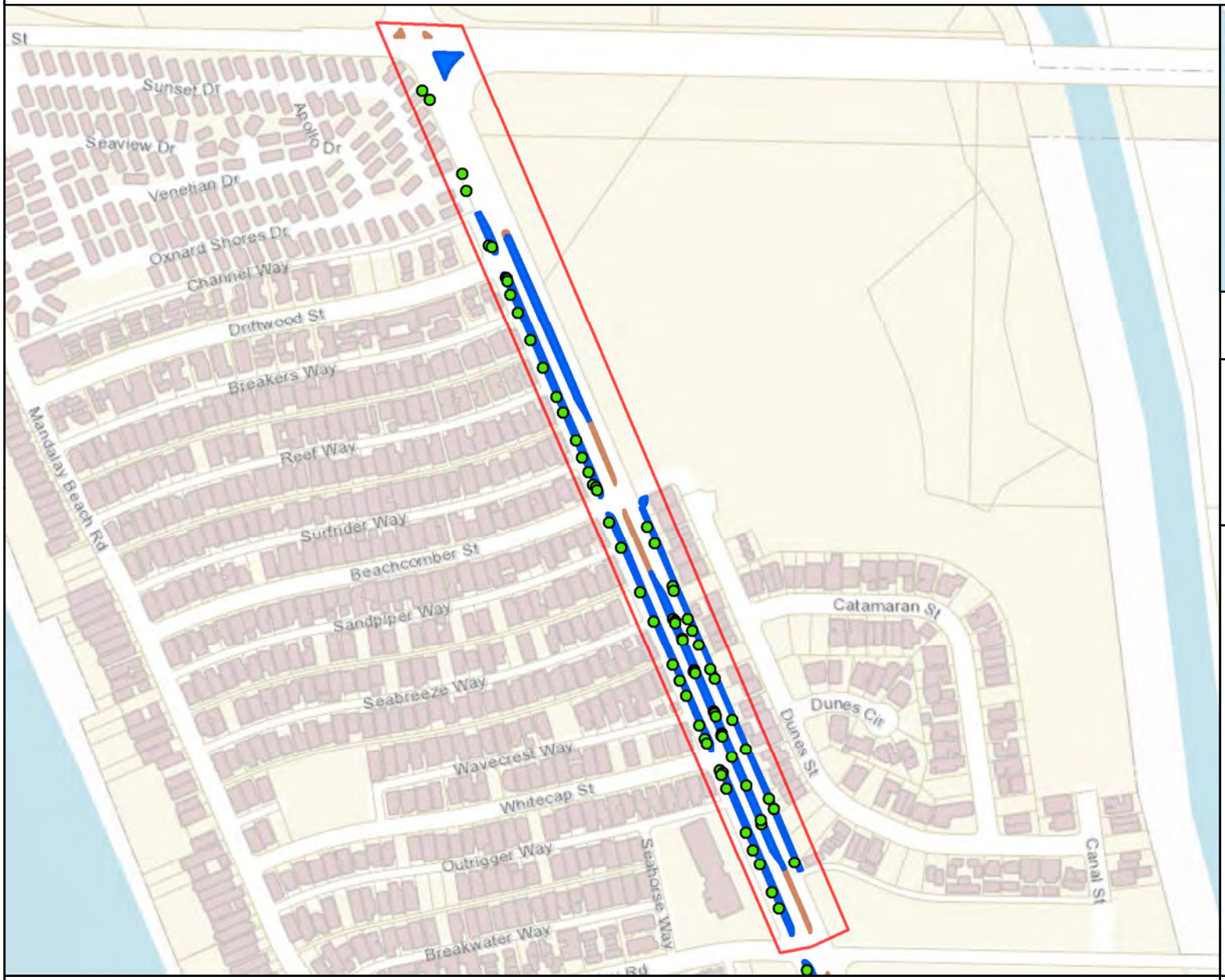
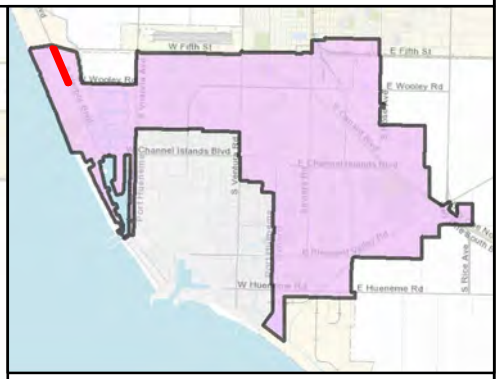
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 7 OF 51, HARBOR 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~66,260 SQ FT
~1.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,133 SQ FT
~0.09 ACRES

PROJECT TREES:
72 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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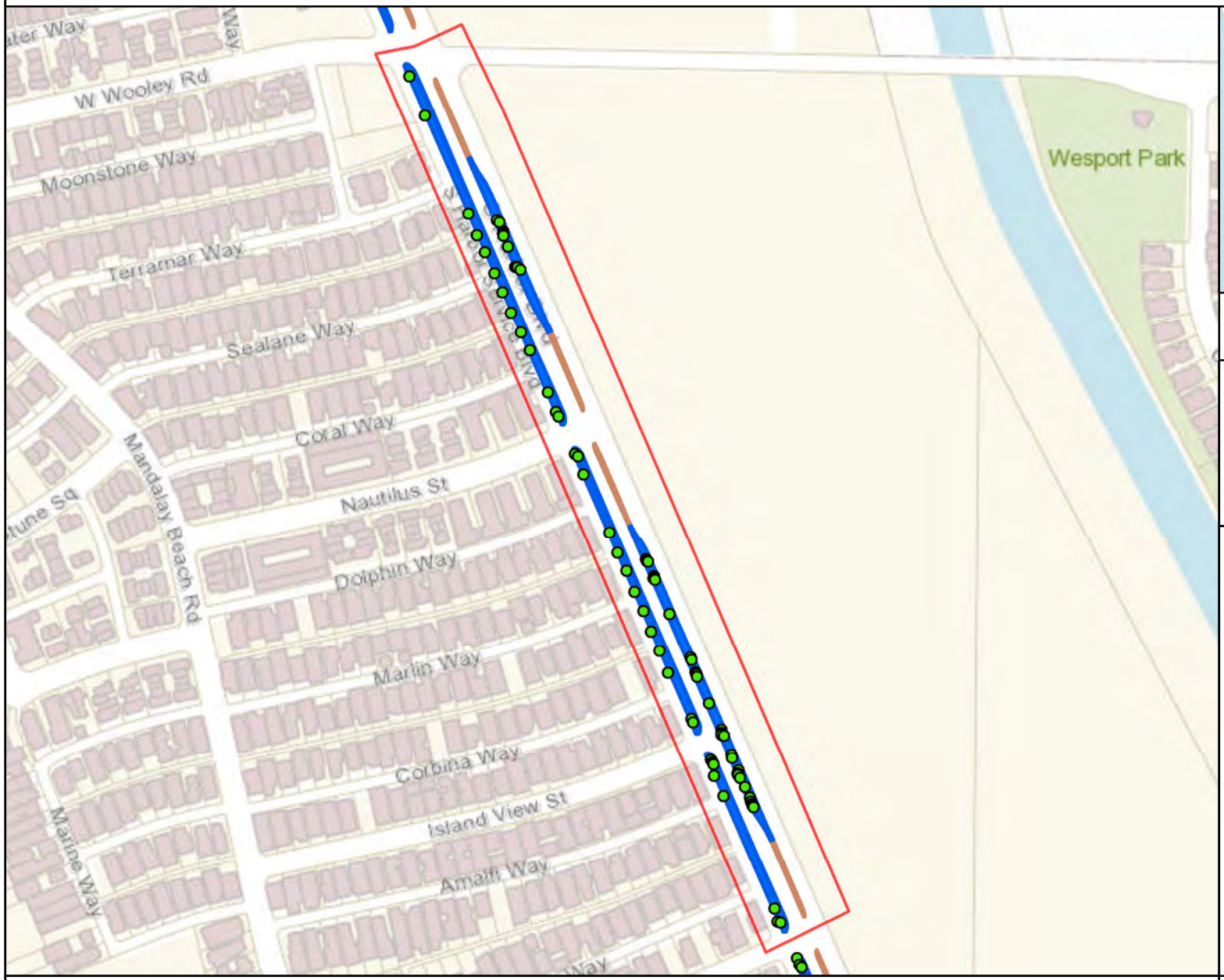
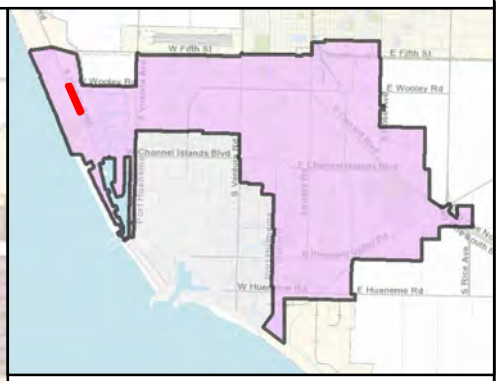
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 8 OF 51, HARBOR 2/ WOOLEY 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,336 SQ FT
~1.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,671 SQ FT
~0.11 ACRES

PROJECT TREES:
72 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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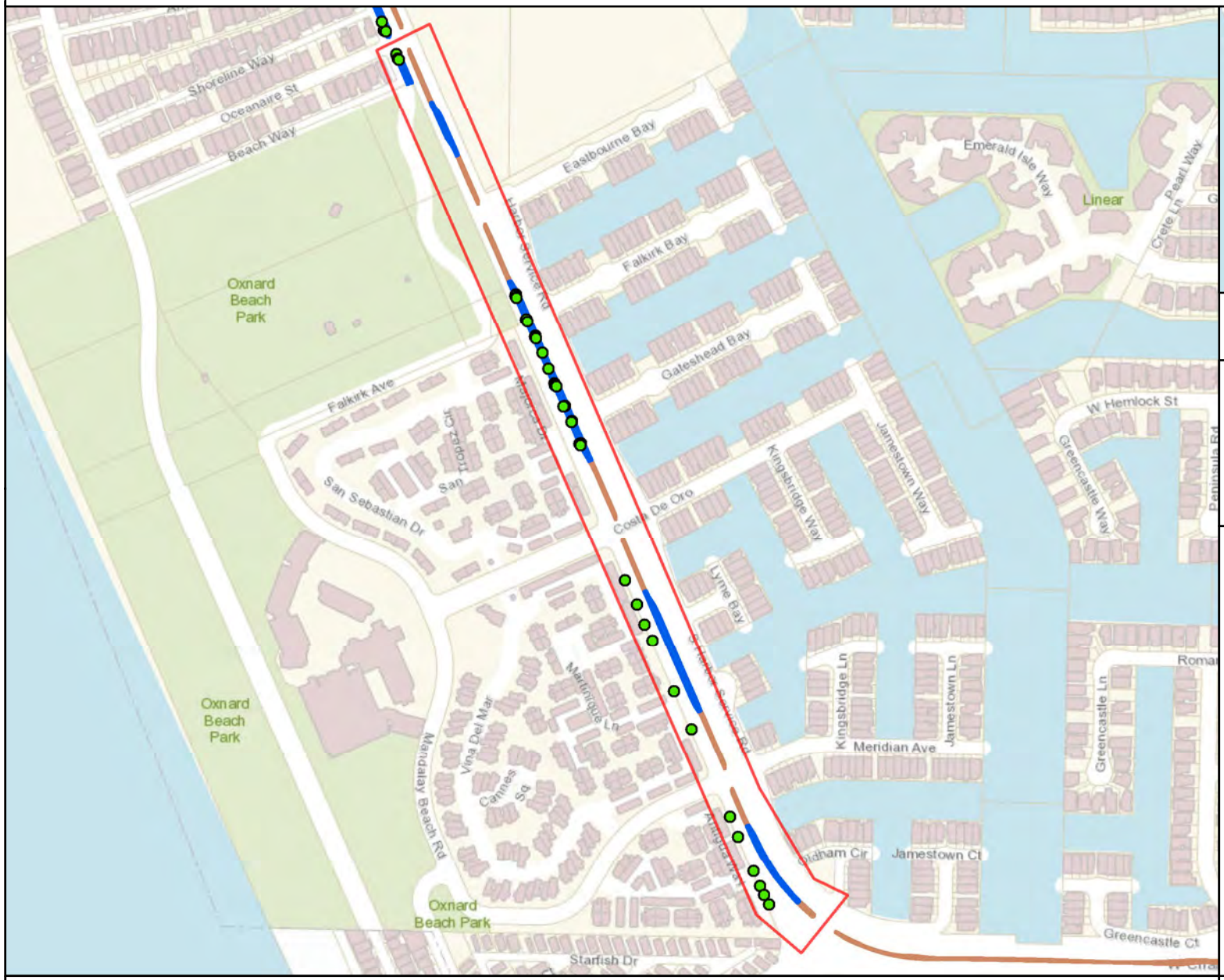
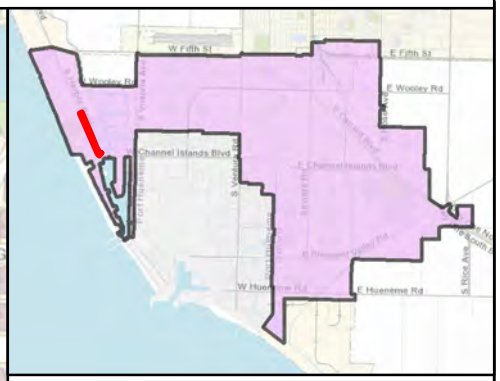
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 9 OF 51, HARBOR 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,452 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,158 SQ FT
~0.21 ACRES

PROJECT TREES:
37 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

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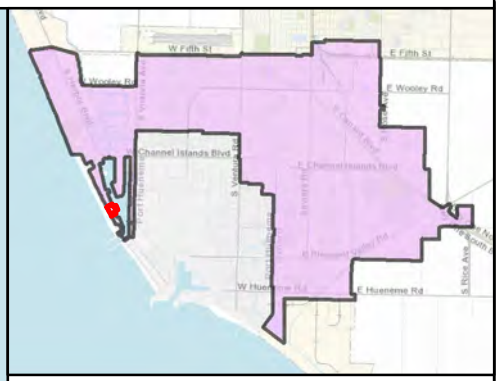
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 10 OF 51, HARBOR 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,838 SQ FT
~0.18 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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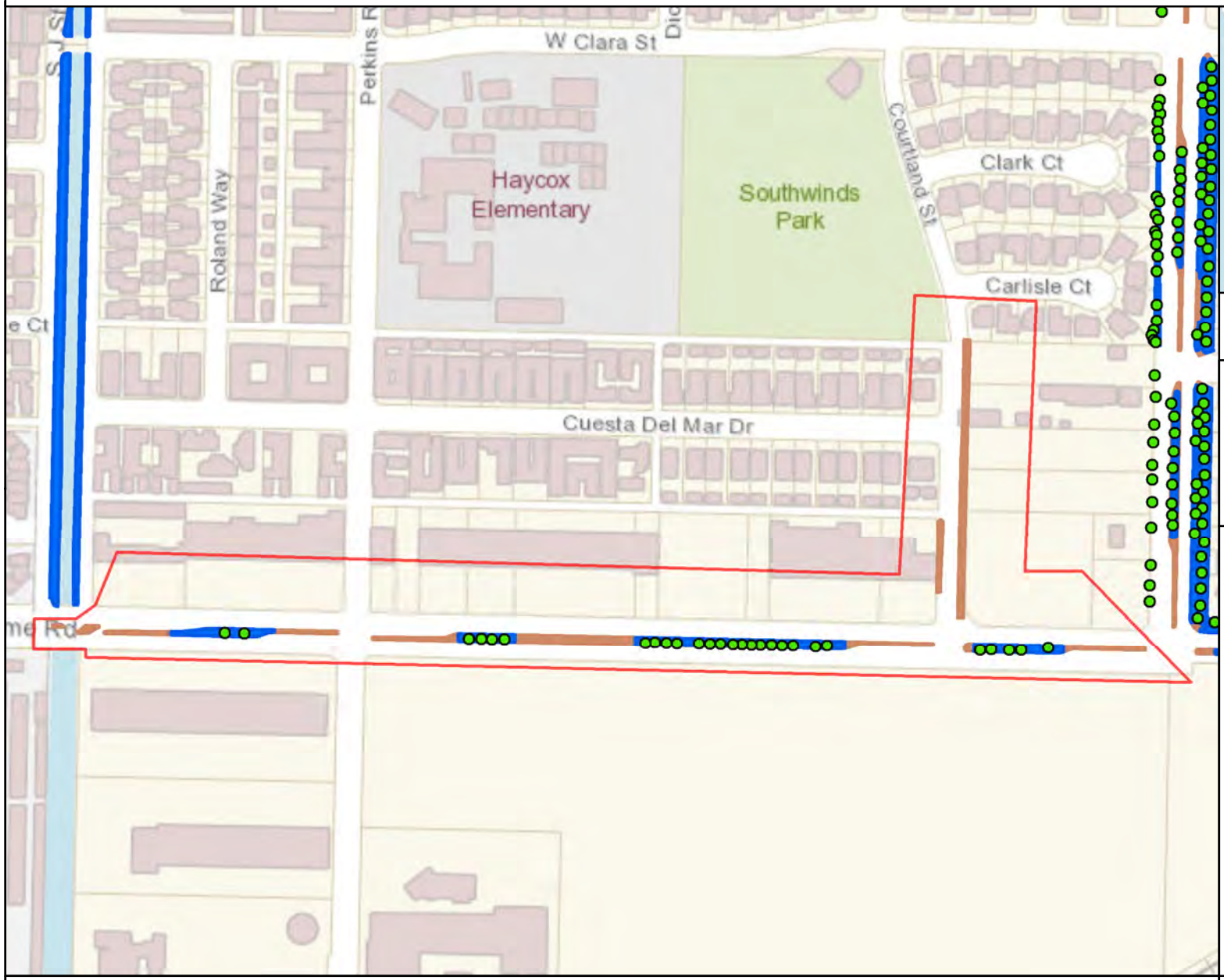
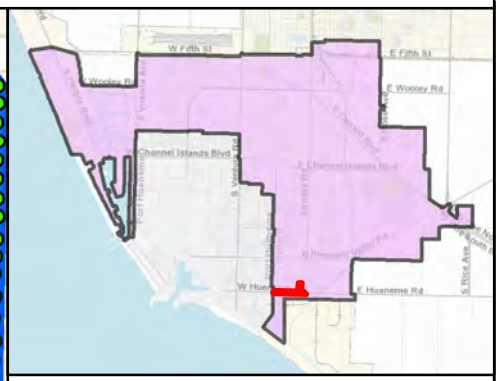
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 11 OF 51, HUENEME RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,295 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,193 SQ FT
~0.42 ACRES

PROJECT TREES:
27 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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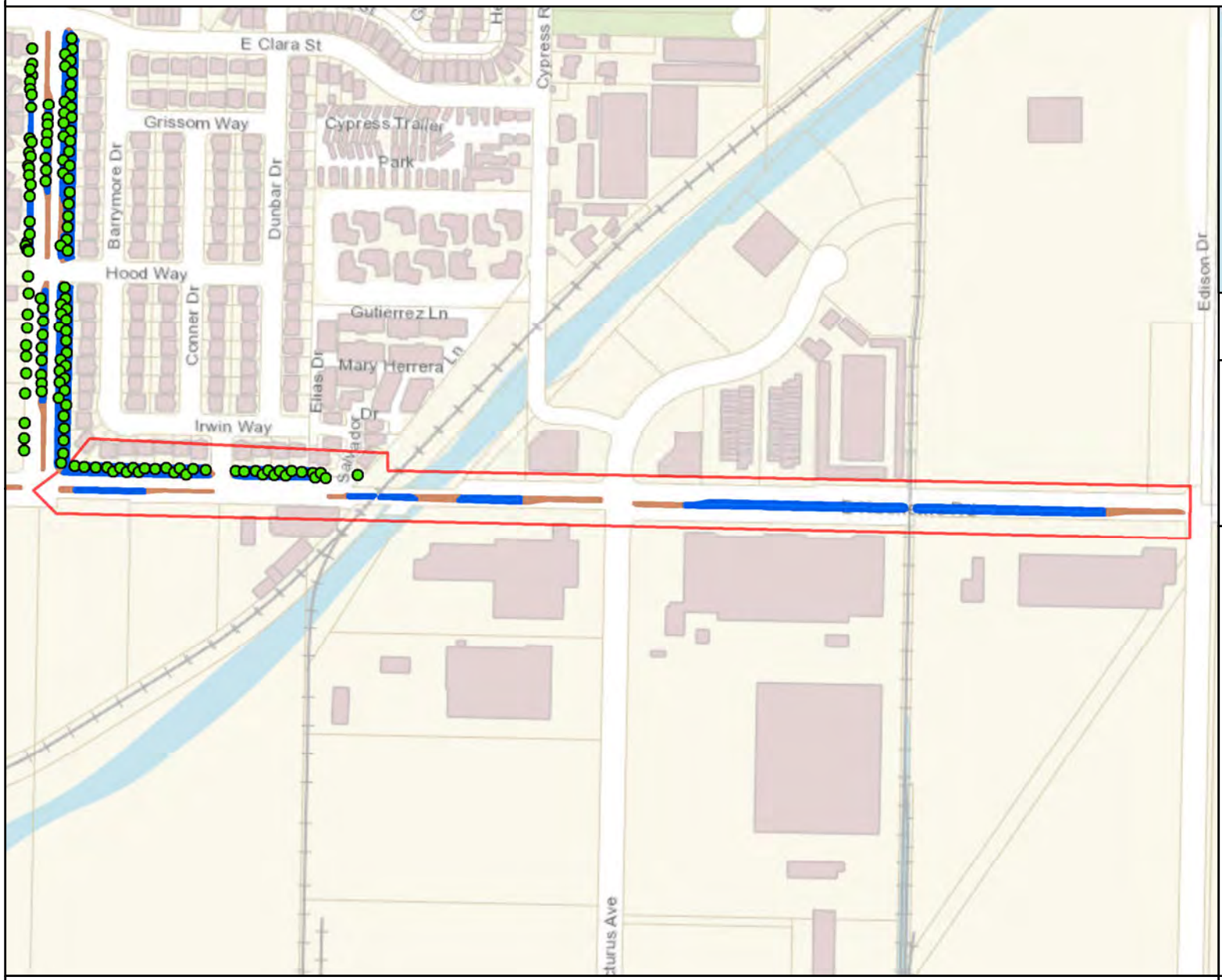
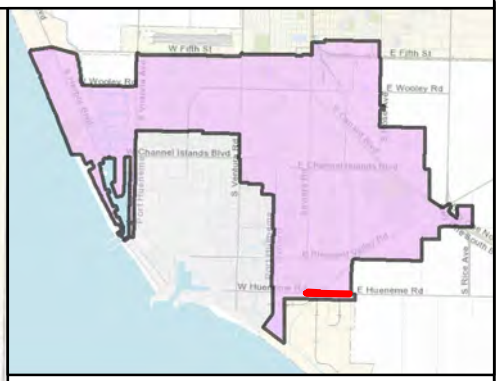
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 12 OF 51, HUENEME RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,760 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,849 SQ FT
~0.27 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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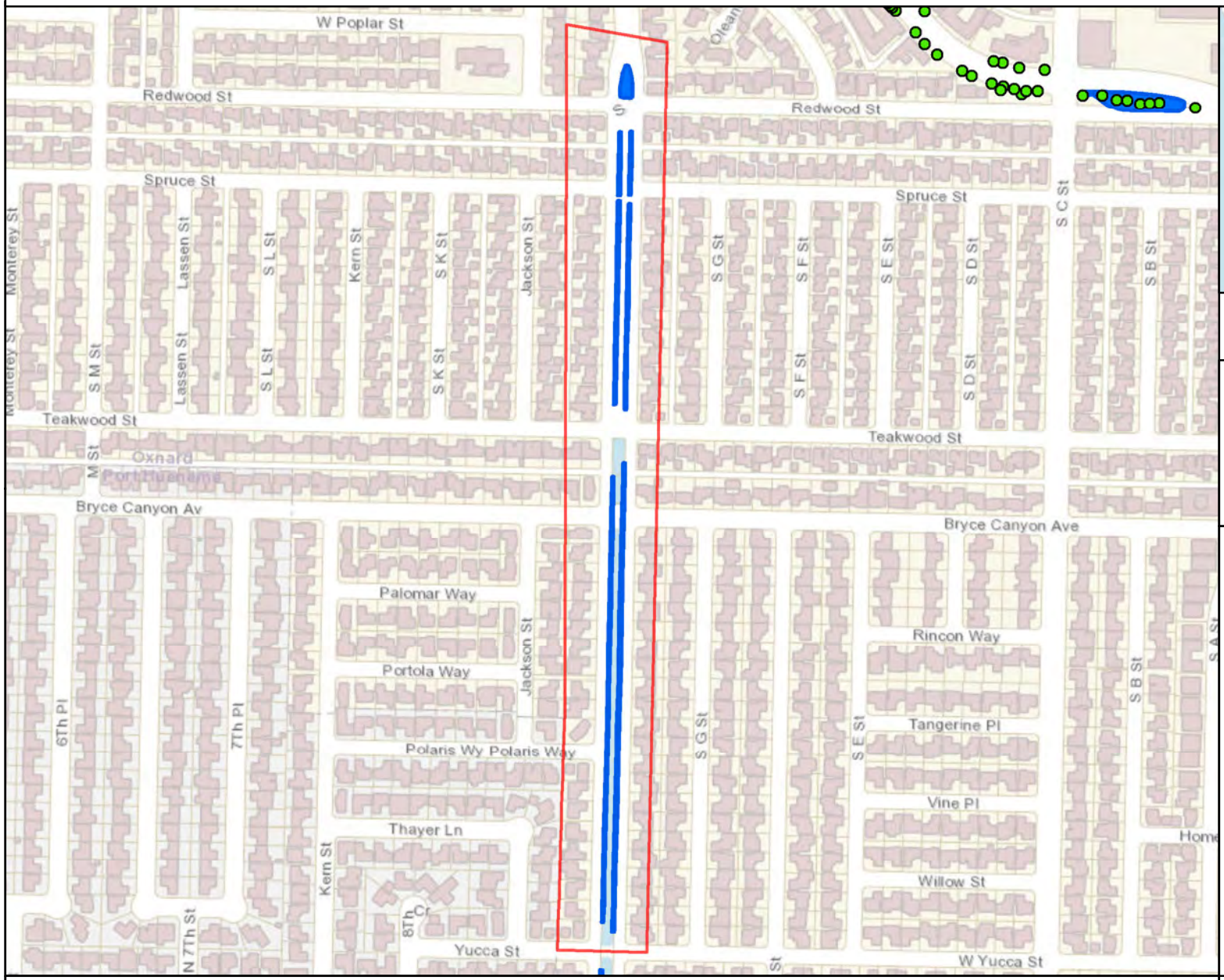
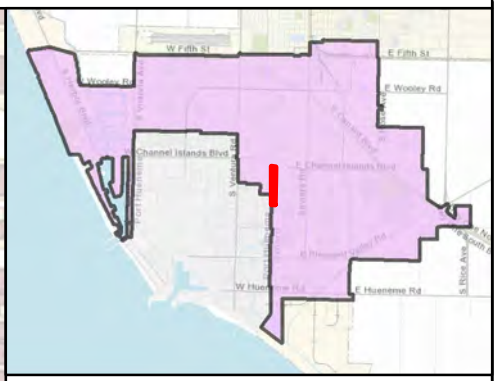
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 13 OF 51, J ST 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,036 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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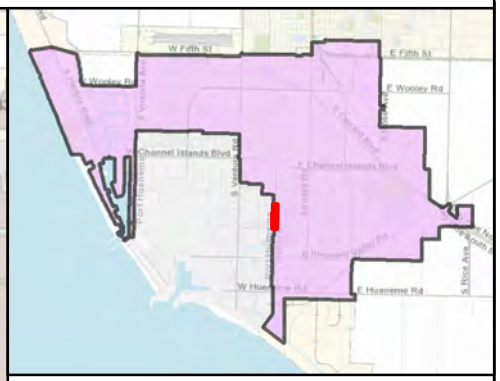
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 14 OF 51, J ST 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~21,887 SQ FT
~0.5 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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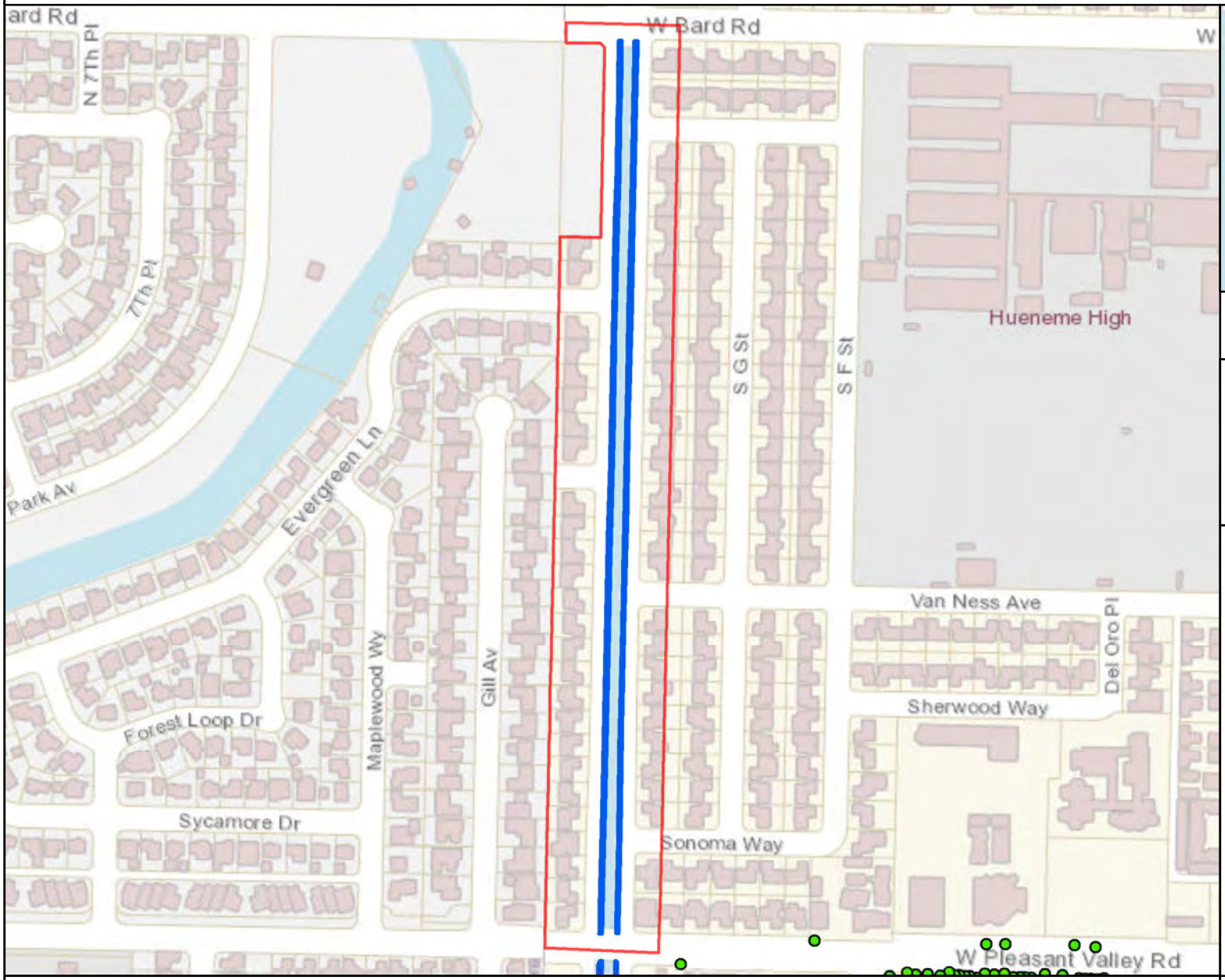
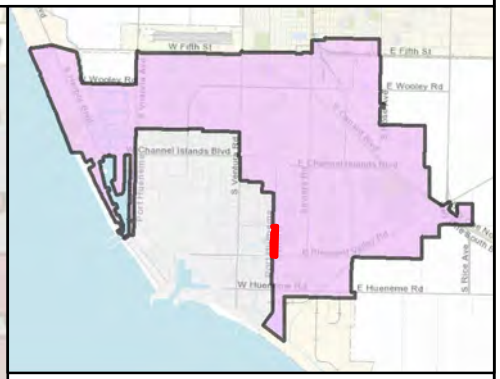
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 15 OF 51, J ST 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,259 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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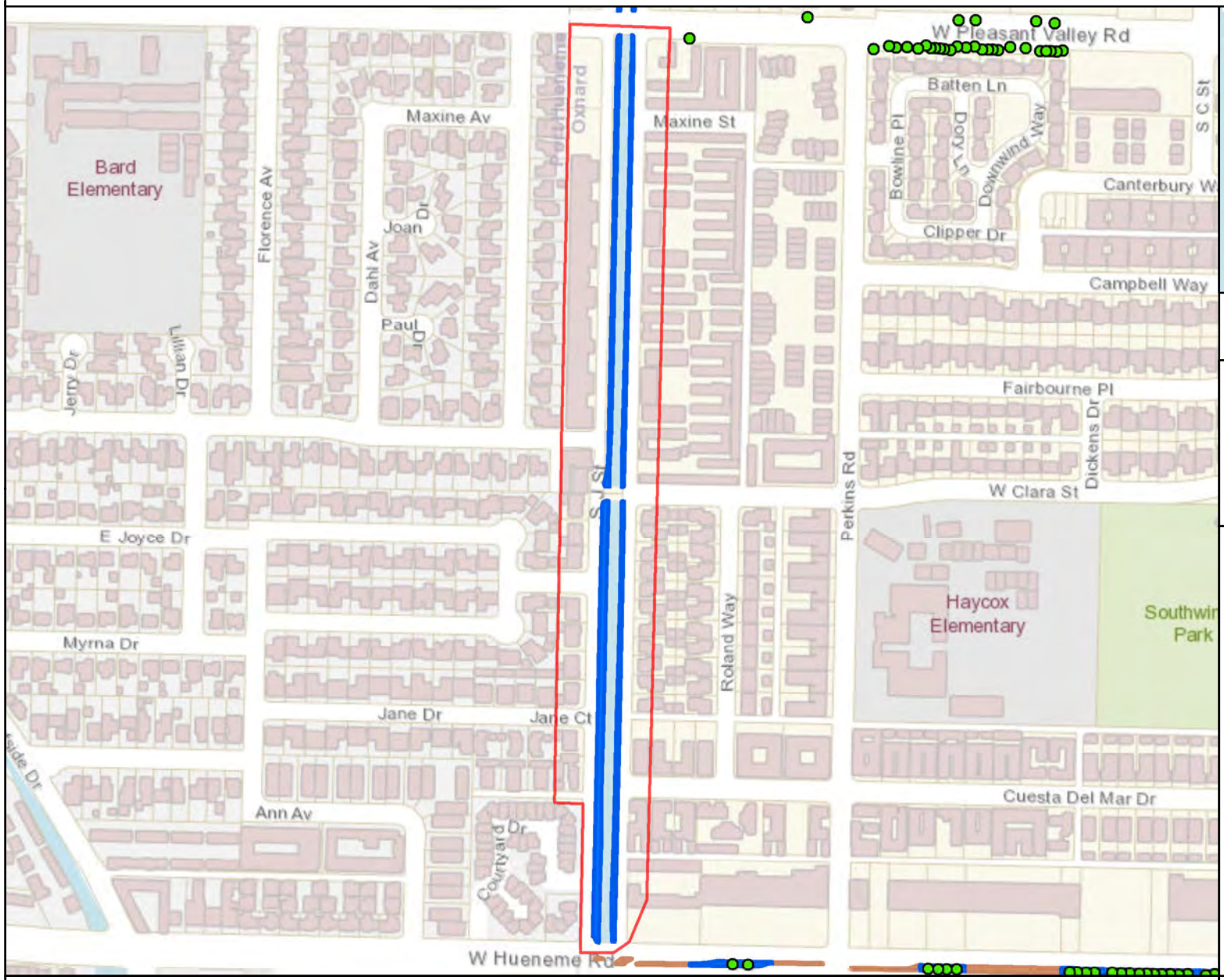
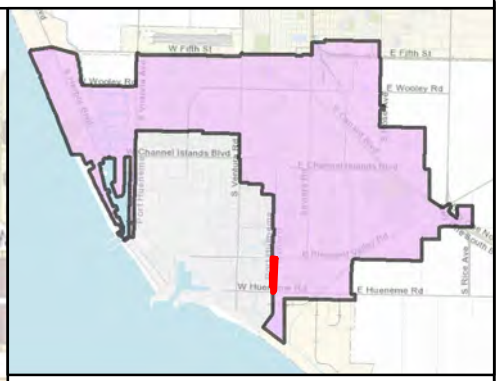
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 16 OF 51, J ST 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~50,190 SQ FT
~1.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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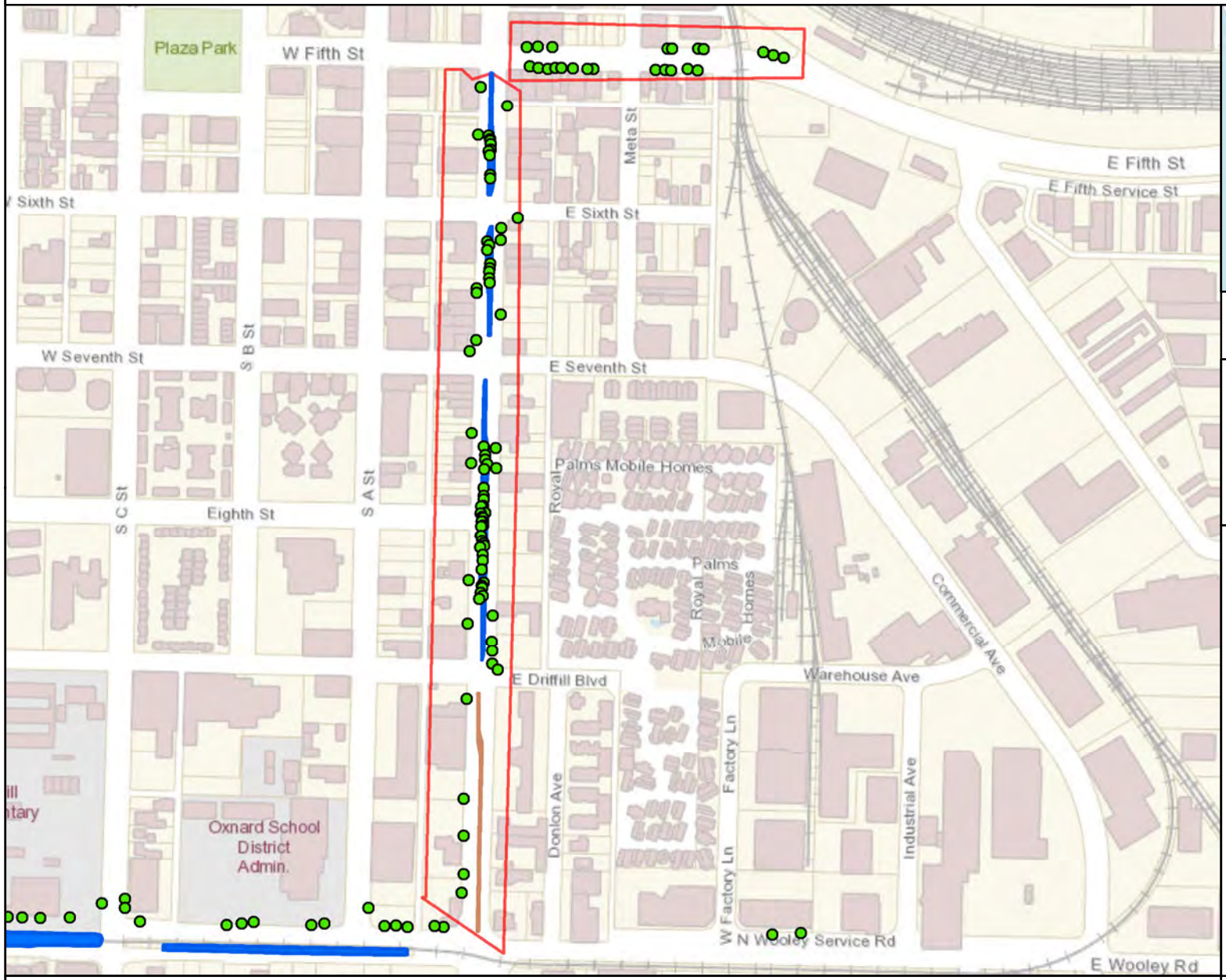
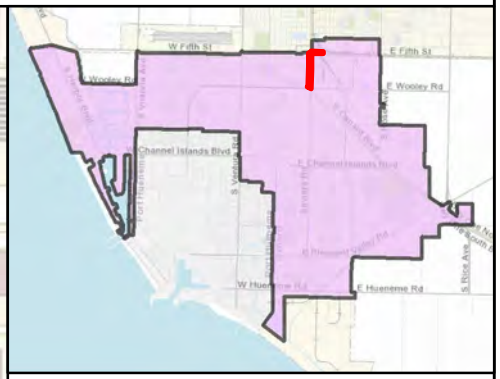
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 17 OF 51, OXNARD BL 1/ FIFTH 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~17,148 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~1,901 SQ FT
~0.04 ACRES

PROJECT TREES:
100 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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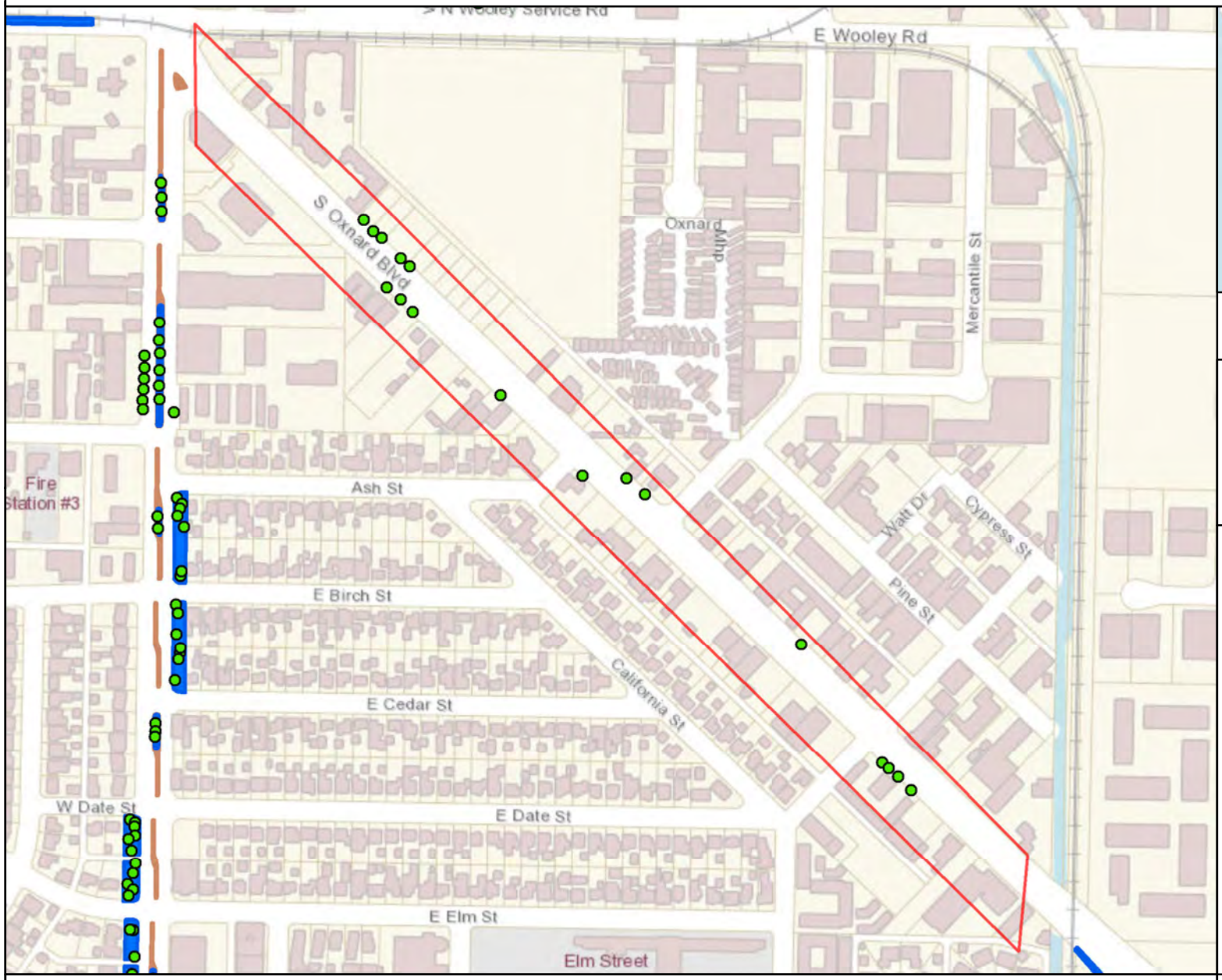
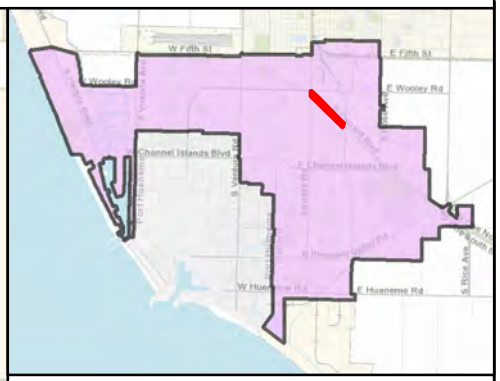
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 18 OF 51, OXNARD BL 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
17 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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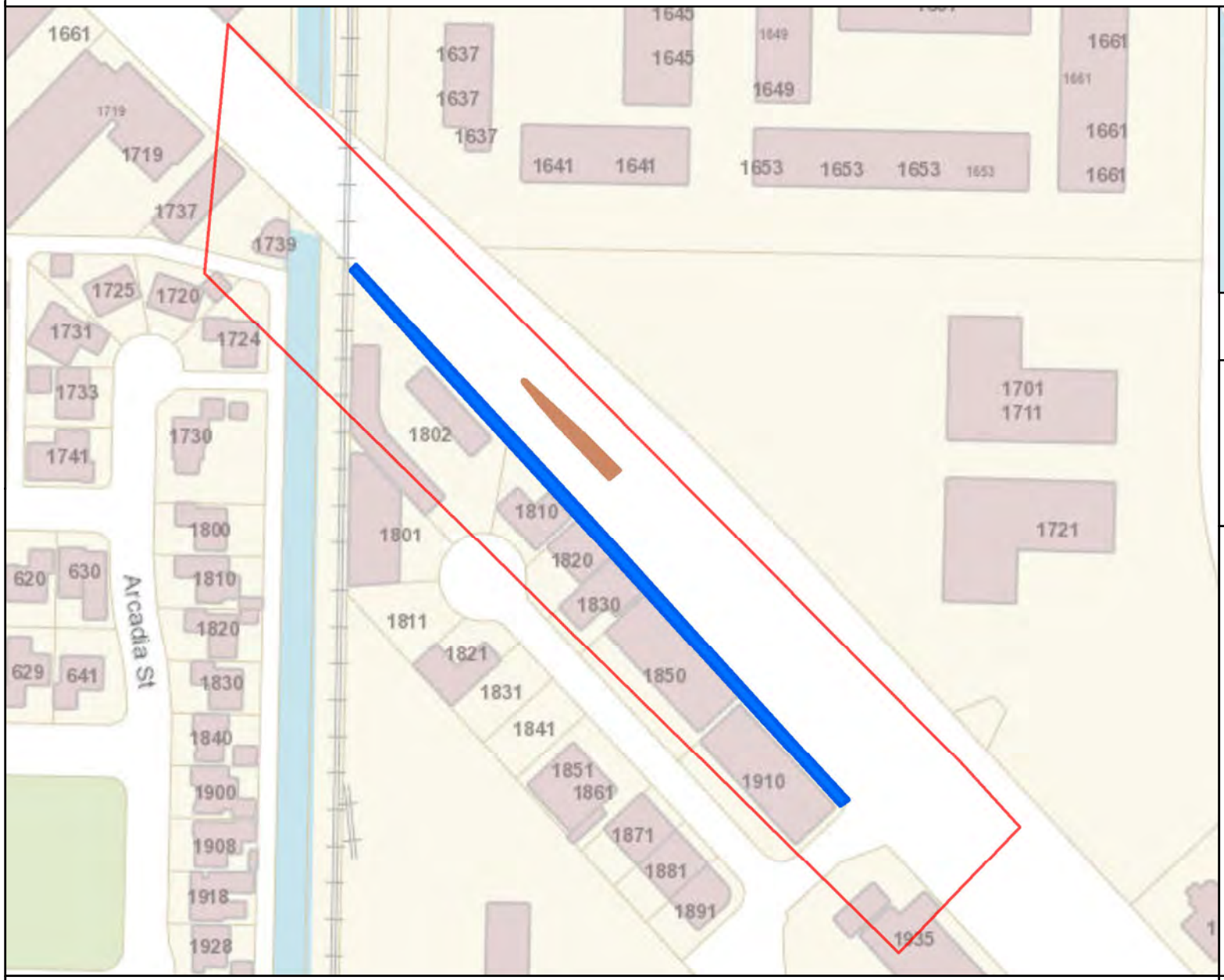
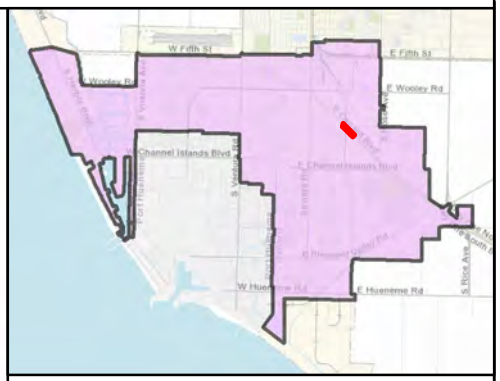
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 19 OF 51, OXNARD BL 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,081 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,784 SQ FT
~0.04 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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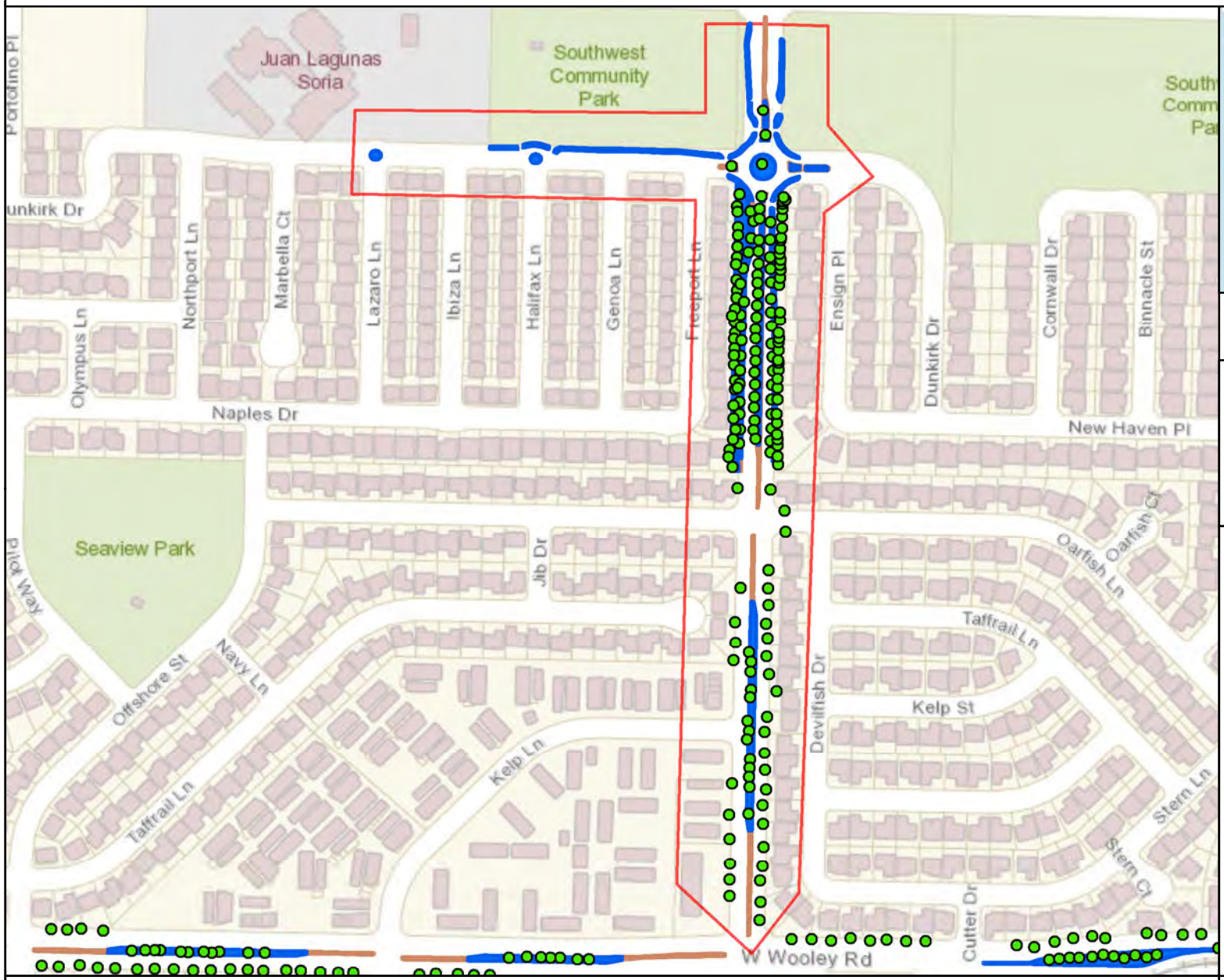
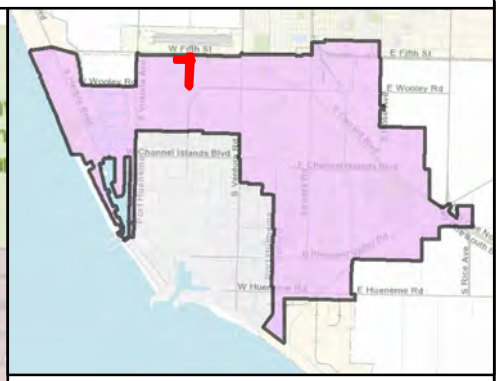
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 20 OF 51, PATTERSON 1/ DUNKIRK





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~56,405 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,679 SQ FT
~0.31 ACRES

PROJECT TREES:
171 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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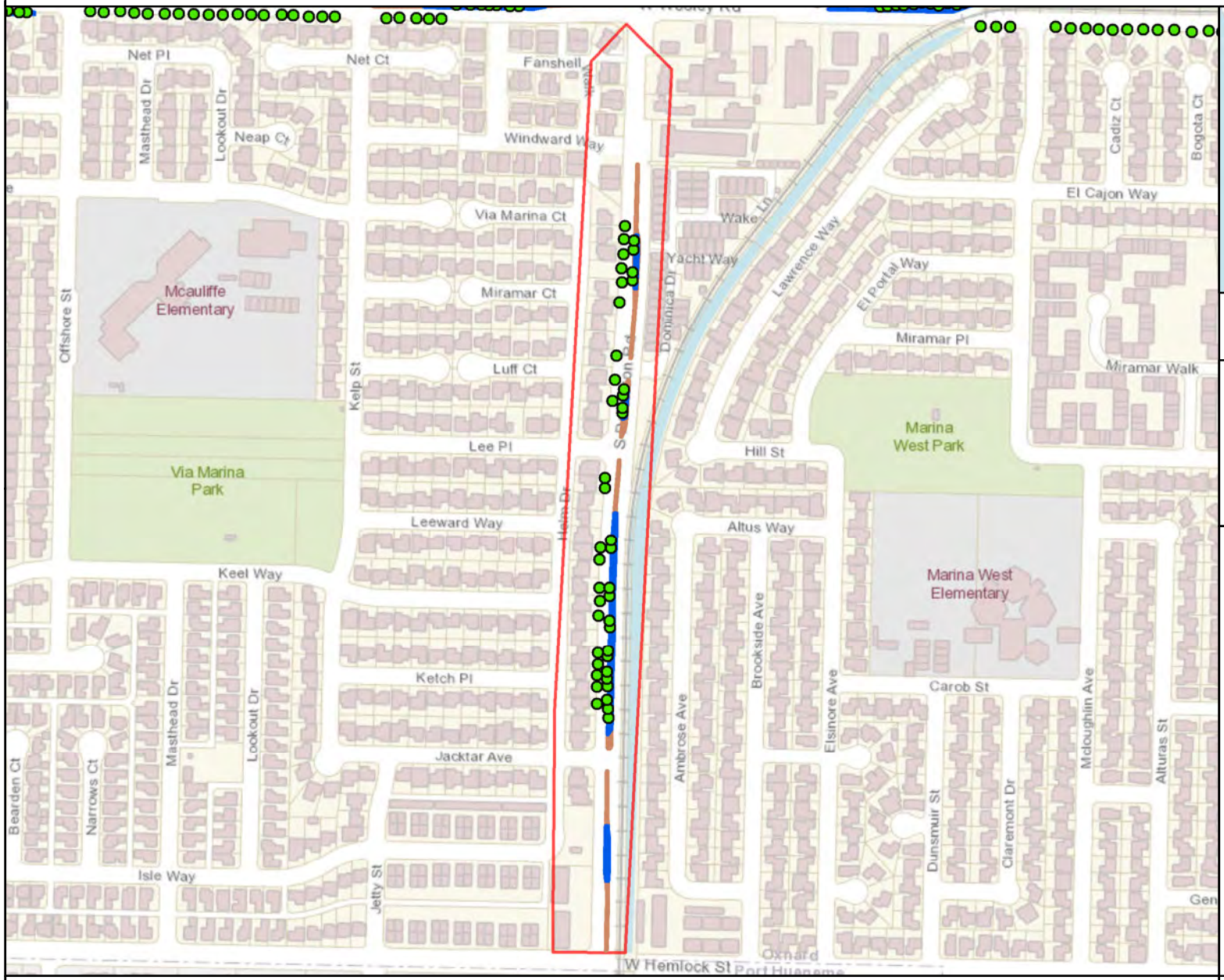
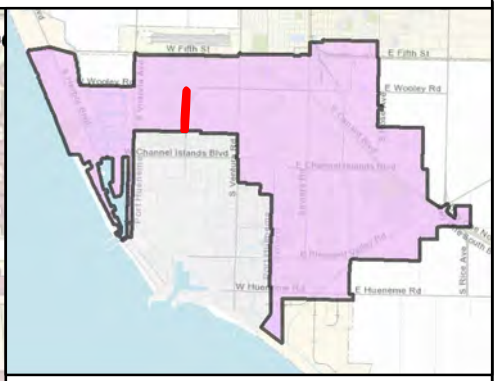
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 21 OF 51, PATTERSON 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,412 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,787 SQ FT
~0.18 ACRES

PROJECT TREES:
43 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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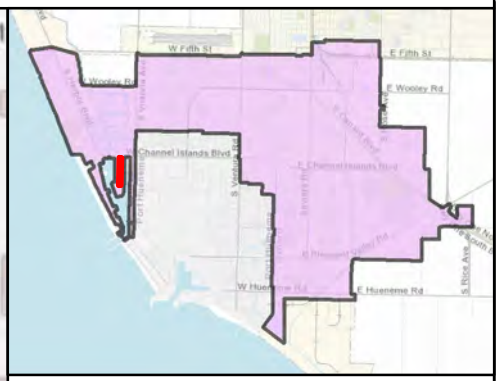
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 22 OF 51, PENINSULA



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~24,122 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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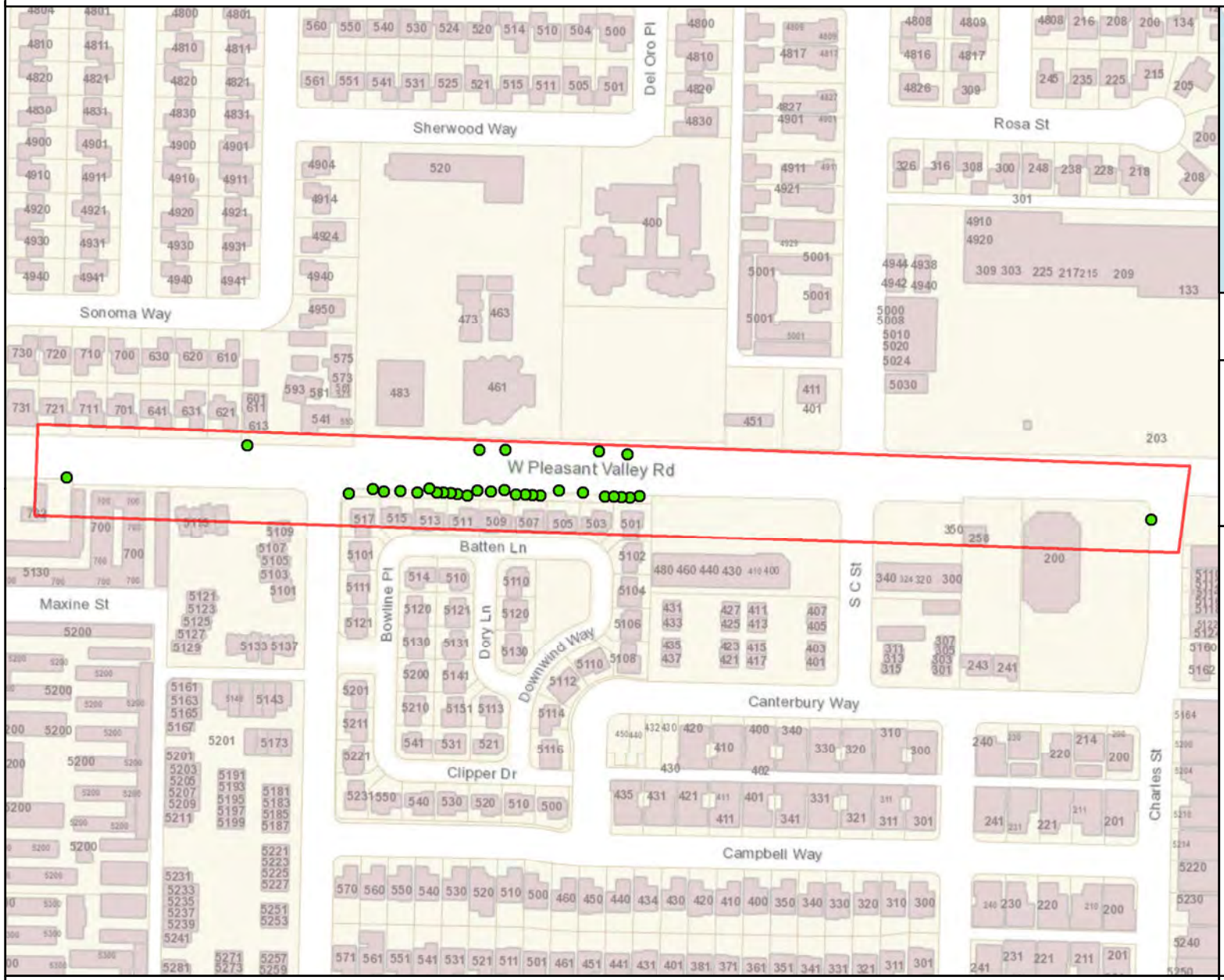
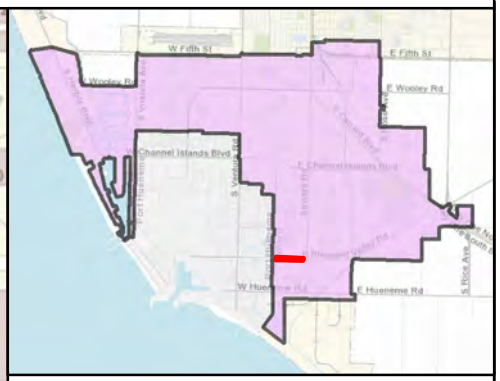
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 23 OF 51, PLEASANT VALLEY RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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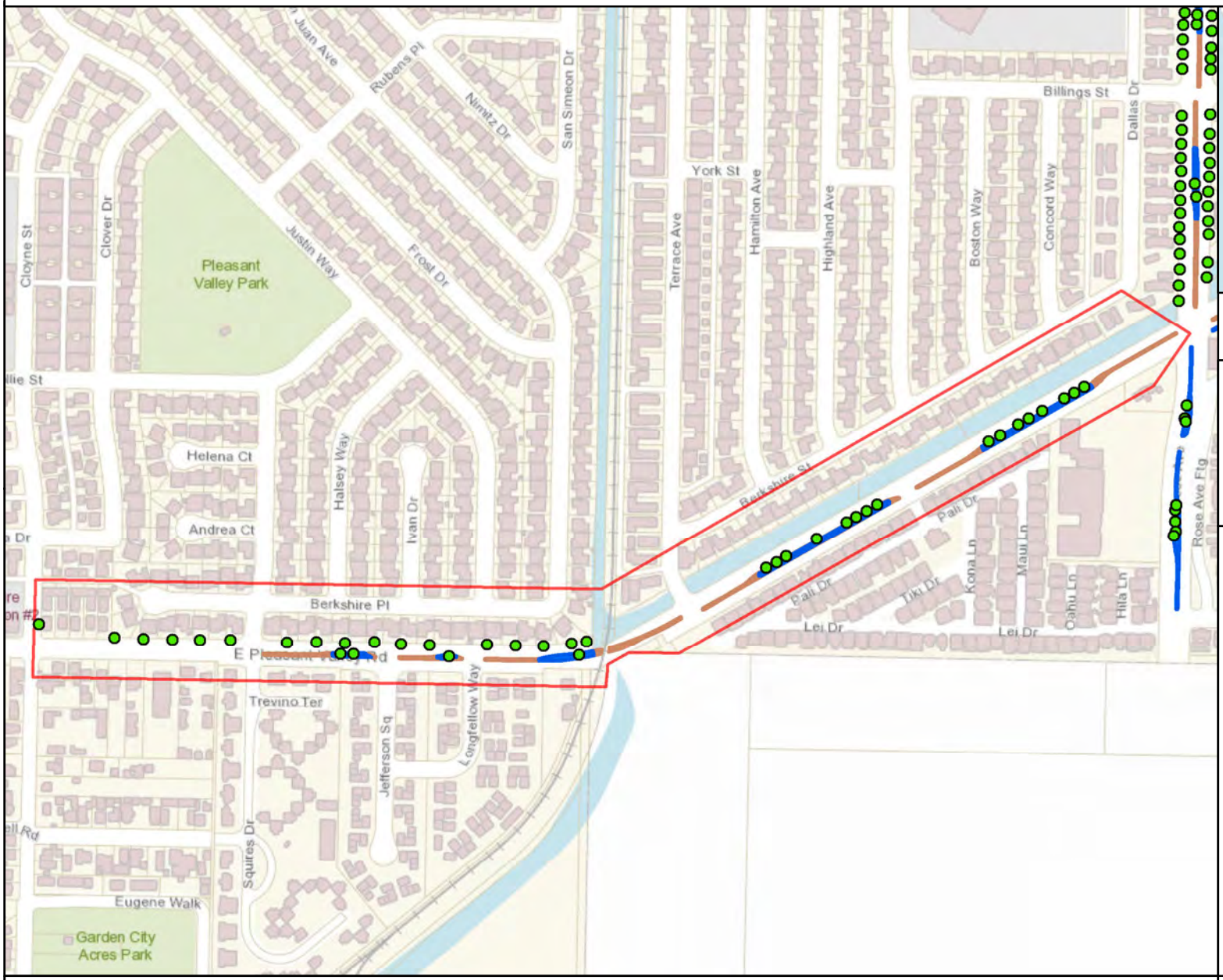
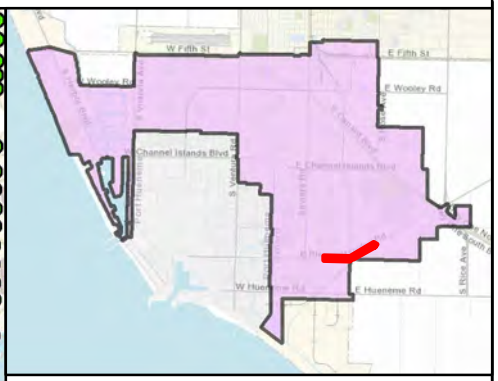
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 24 OF 51, PLEASANT VALLEY RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,548 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,898 SQ FT
~0.3 ACRES

PROJECT TREES:
37 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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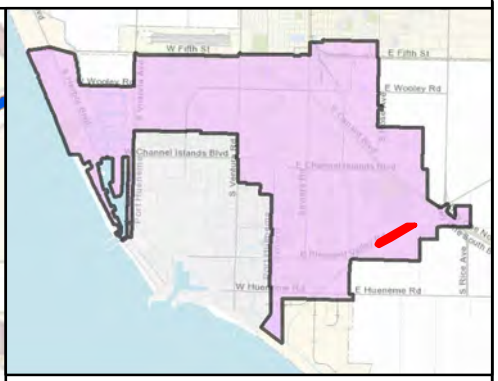
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 25 OF 51, PLEASANT VALLEY RD 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,698 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,120 SQ FT
~0.12 ACRES

PROJECT TREES:
73 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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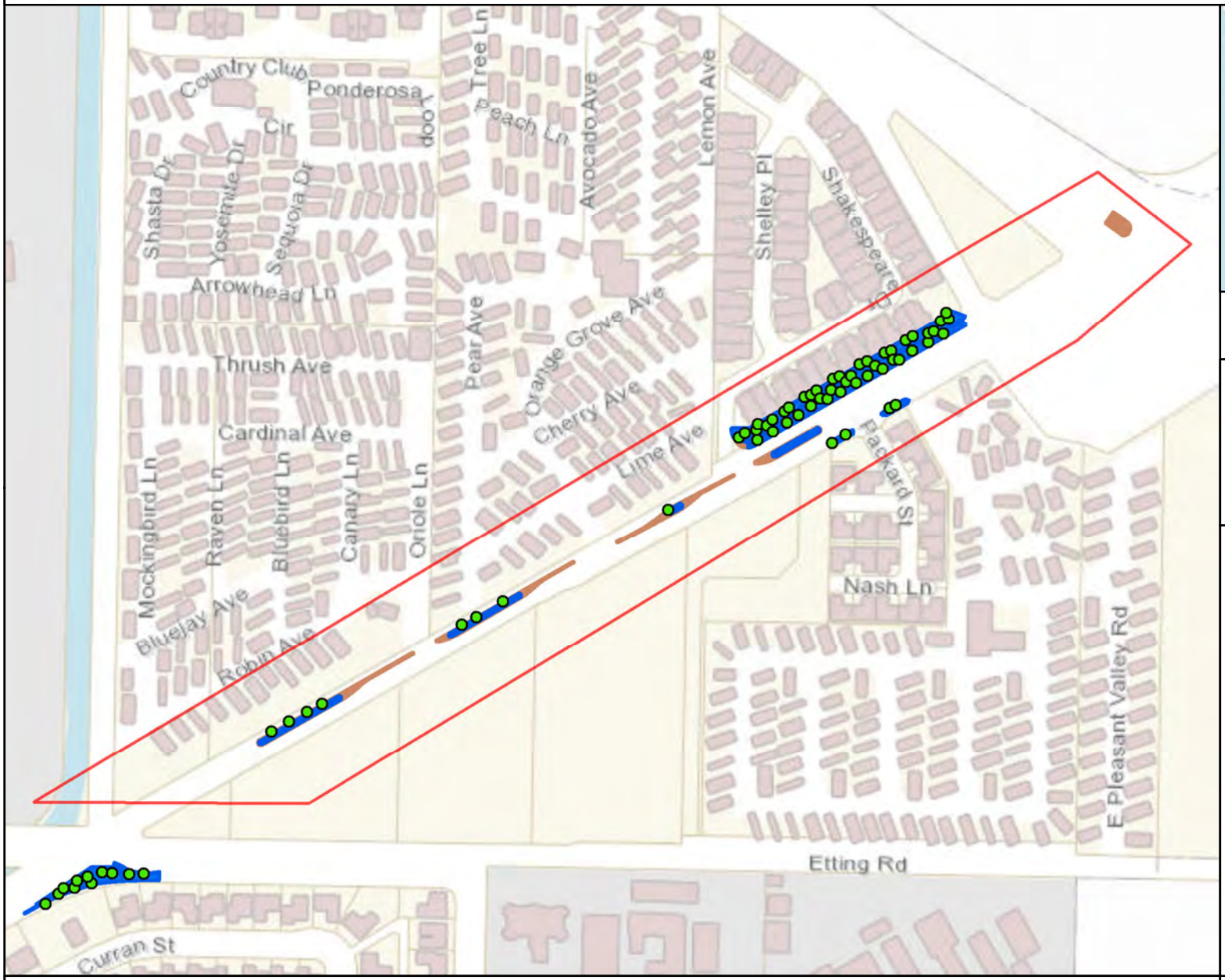
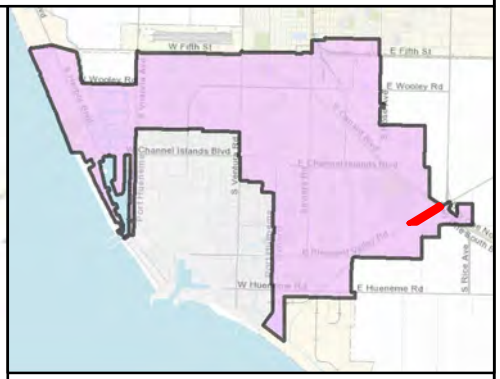
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 26 OF 51, PLEASANT VALLEY RD 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~24,768 SQ FT
~0.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,779 SQ FT
~0.22 ACRES

PROJECT TREES:
56 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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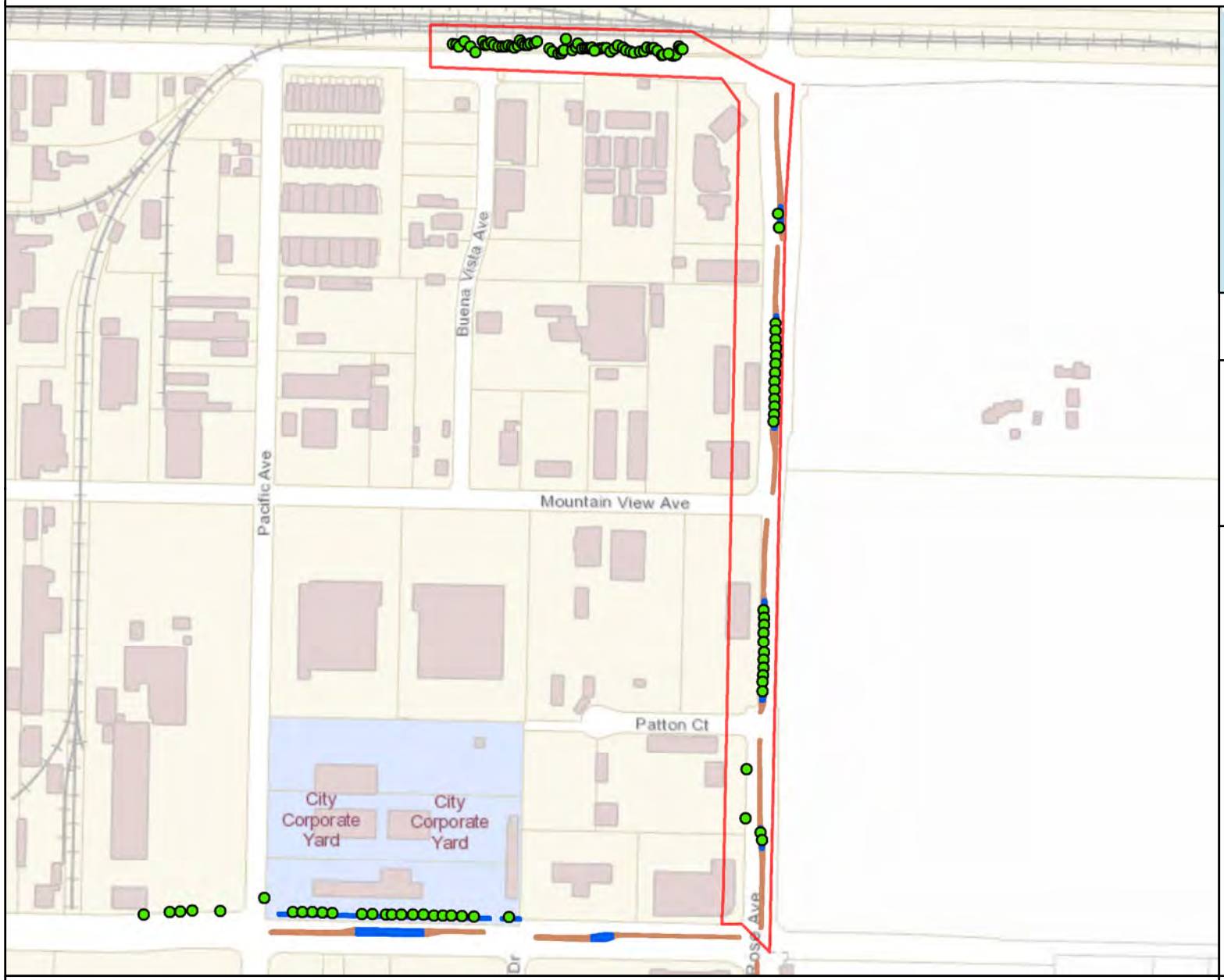
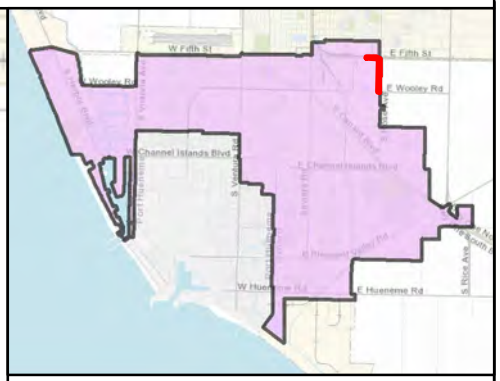
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 27 OF 51, ROSE AVE 1/ FIFTH ST 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,091 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,421 SQ FT
~0.24 ACRES

PROJECT TREES:
97 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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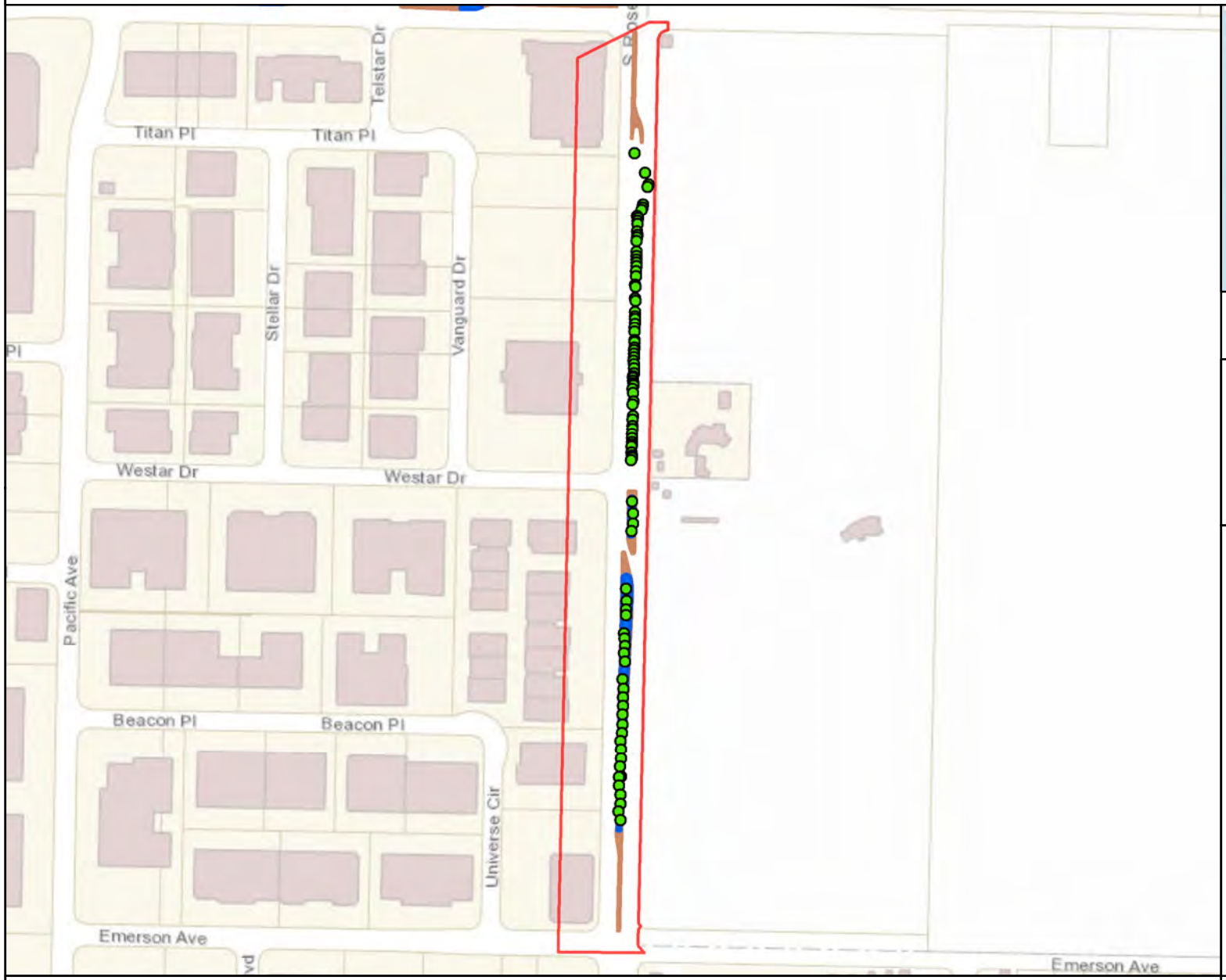
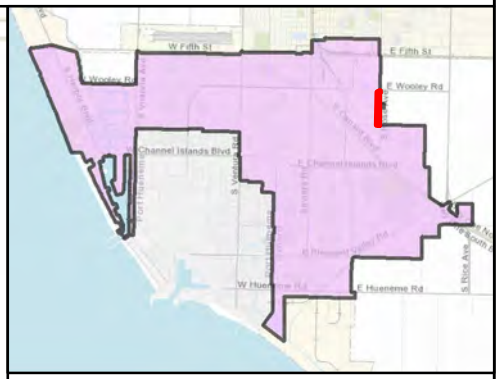
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 28 OF 51, ROSE AVE 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,355 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,187 SQ FT
~0.19 ACRES

PROJECT TREES:
95 TREES

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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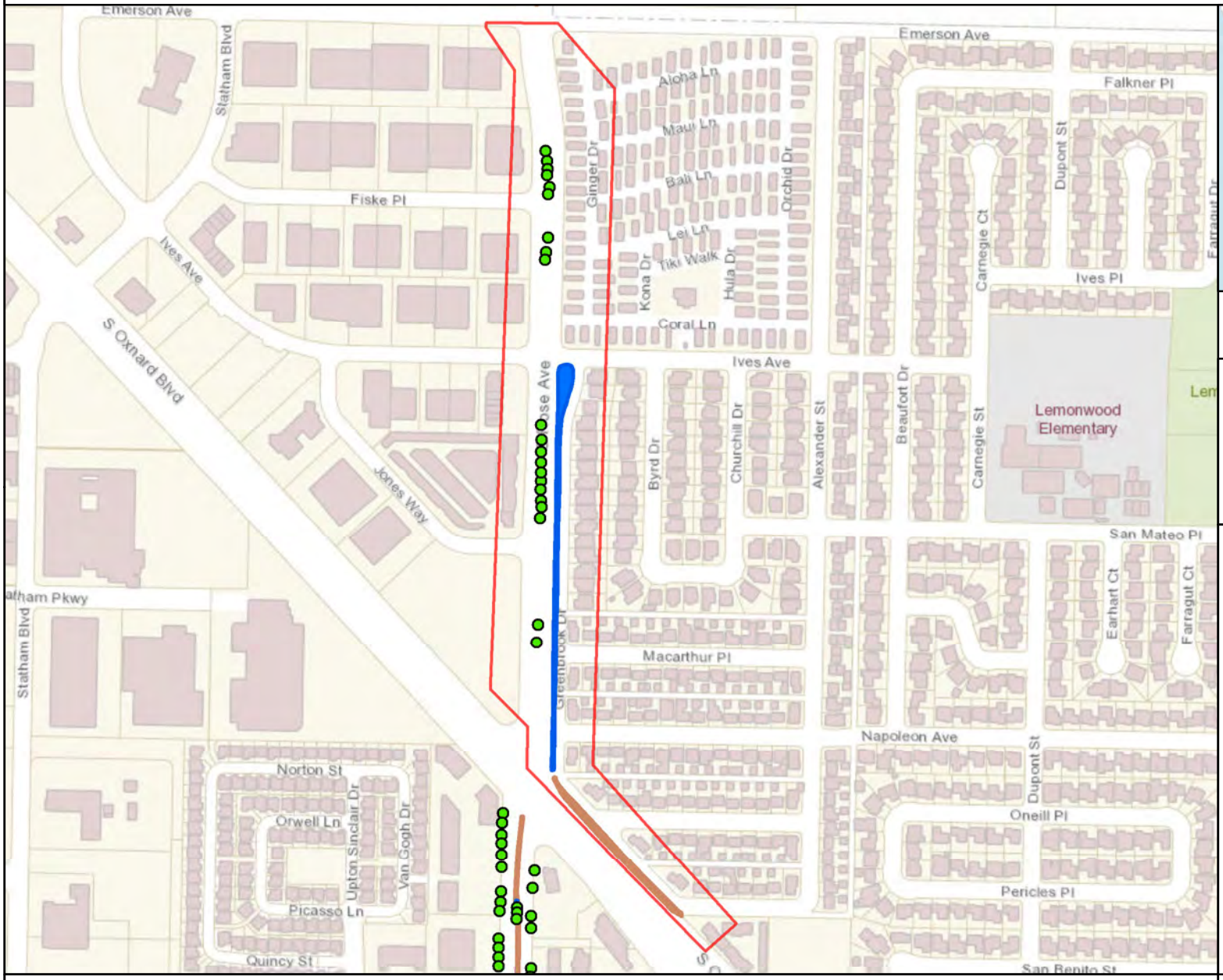
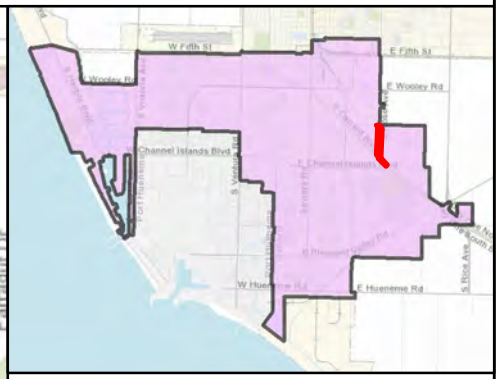
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 29 OF 51, ROSE AVE 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,174 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,899 SQ FT
~0.2 ACRES

PROJECT TREES:
21 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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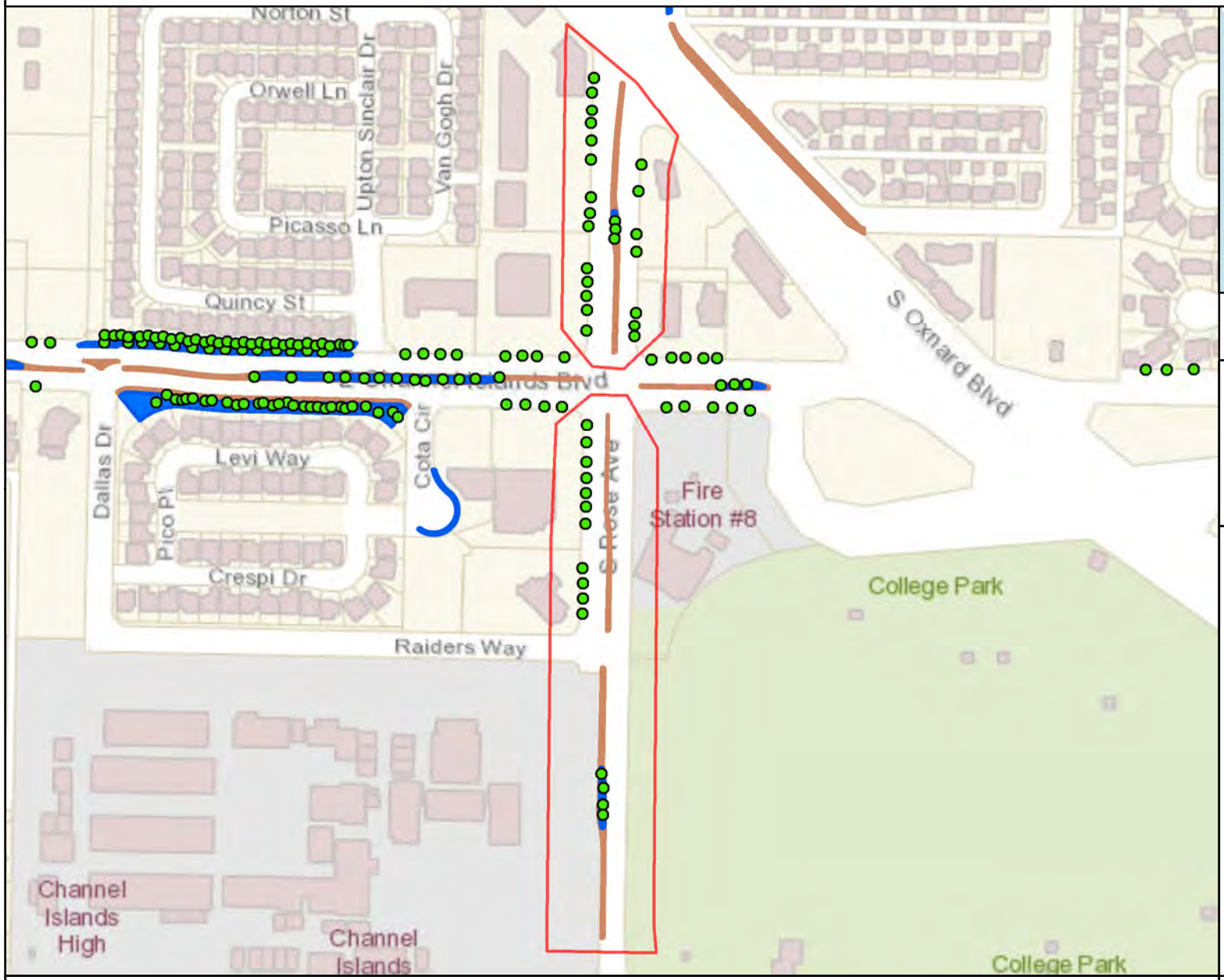
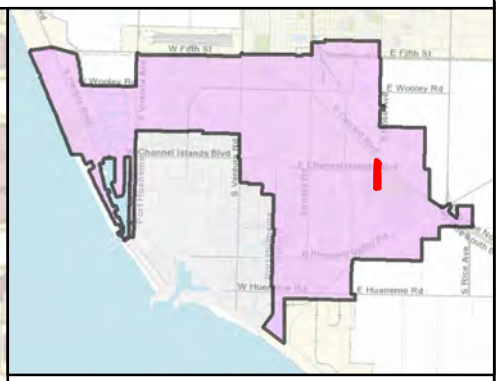
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 30 OF 51, ROSE AVE 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,913 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,950 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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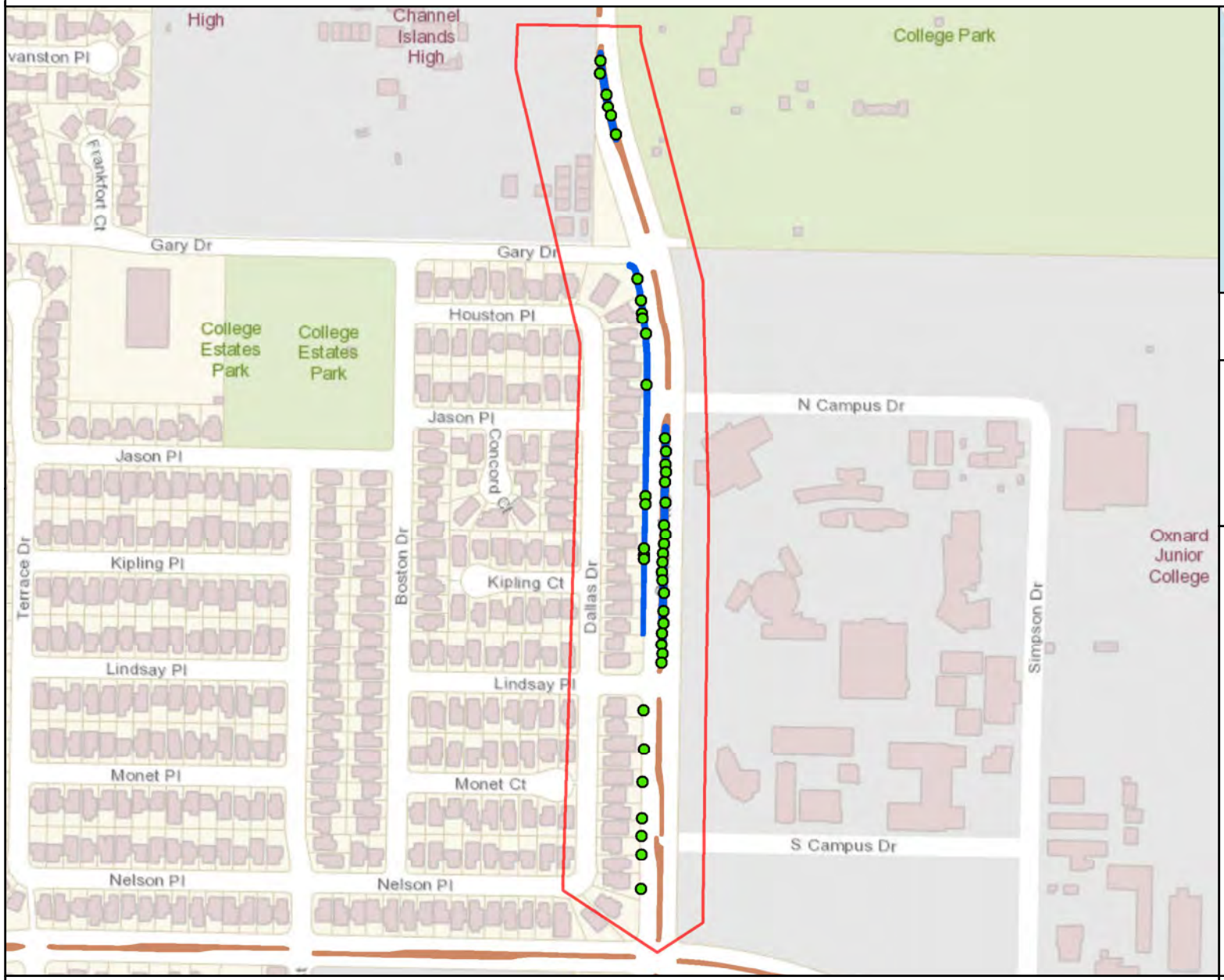
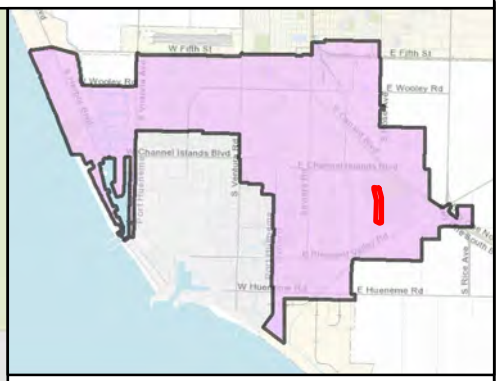
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 31 OF 51, ROSE AVE 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~19,598 SQ FT
~0.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,671 SQ FT
~0.29 ACRES

PROJECT TREES:
44 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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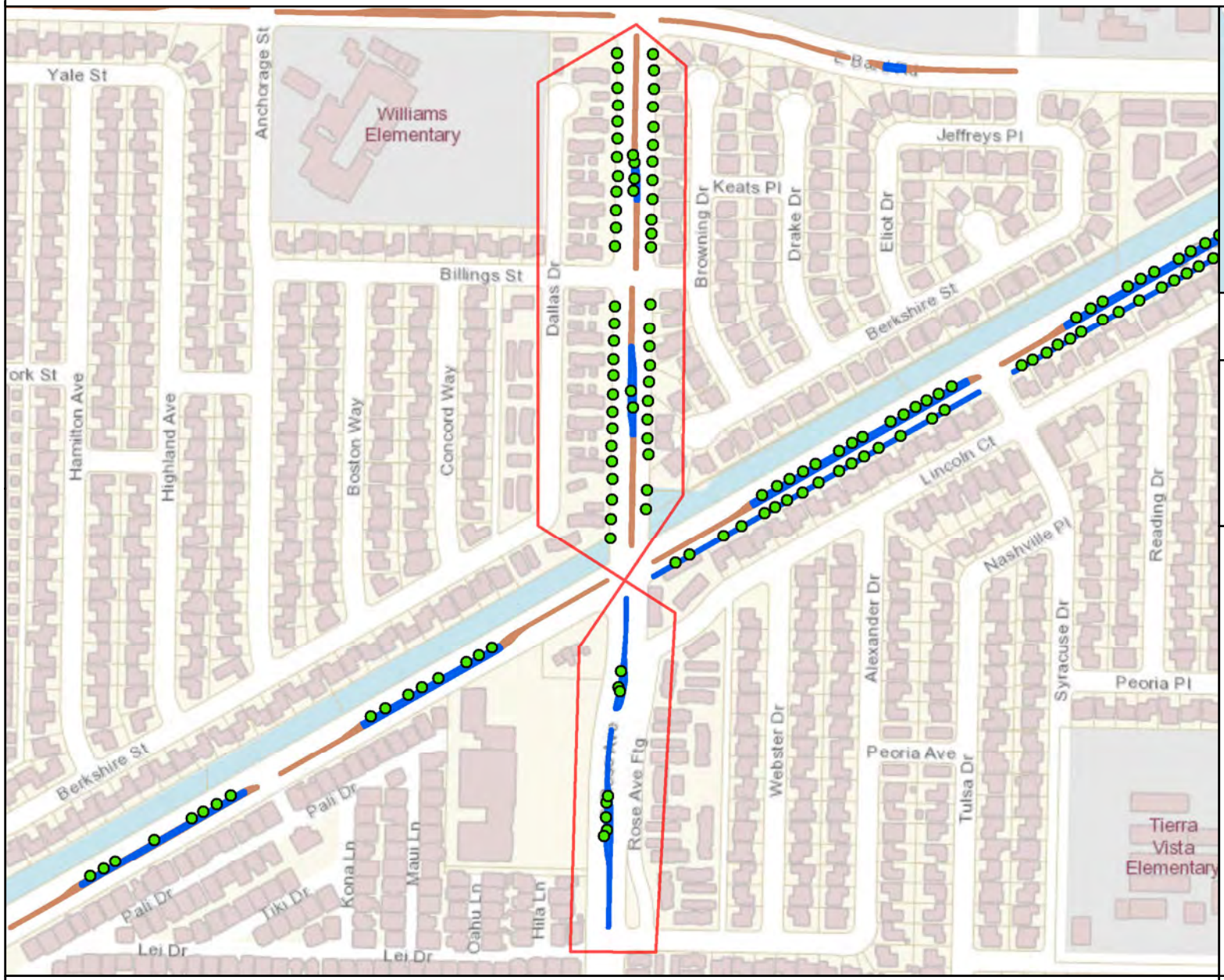
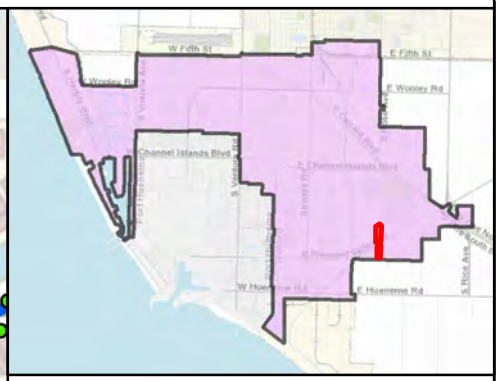
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 32 OF 51, ROSE AVE 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,964 SQ FT
~0.27 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,076 SQ FT
~0.14 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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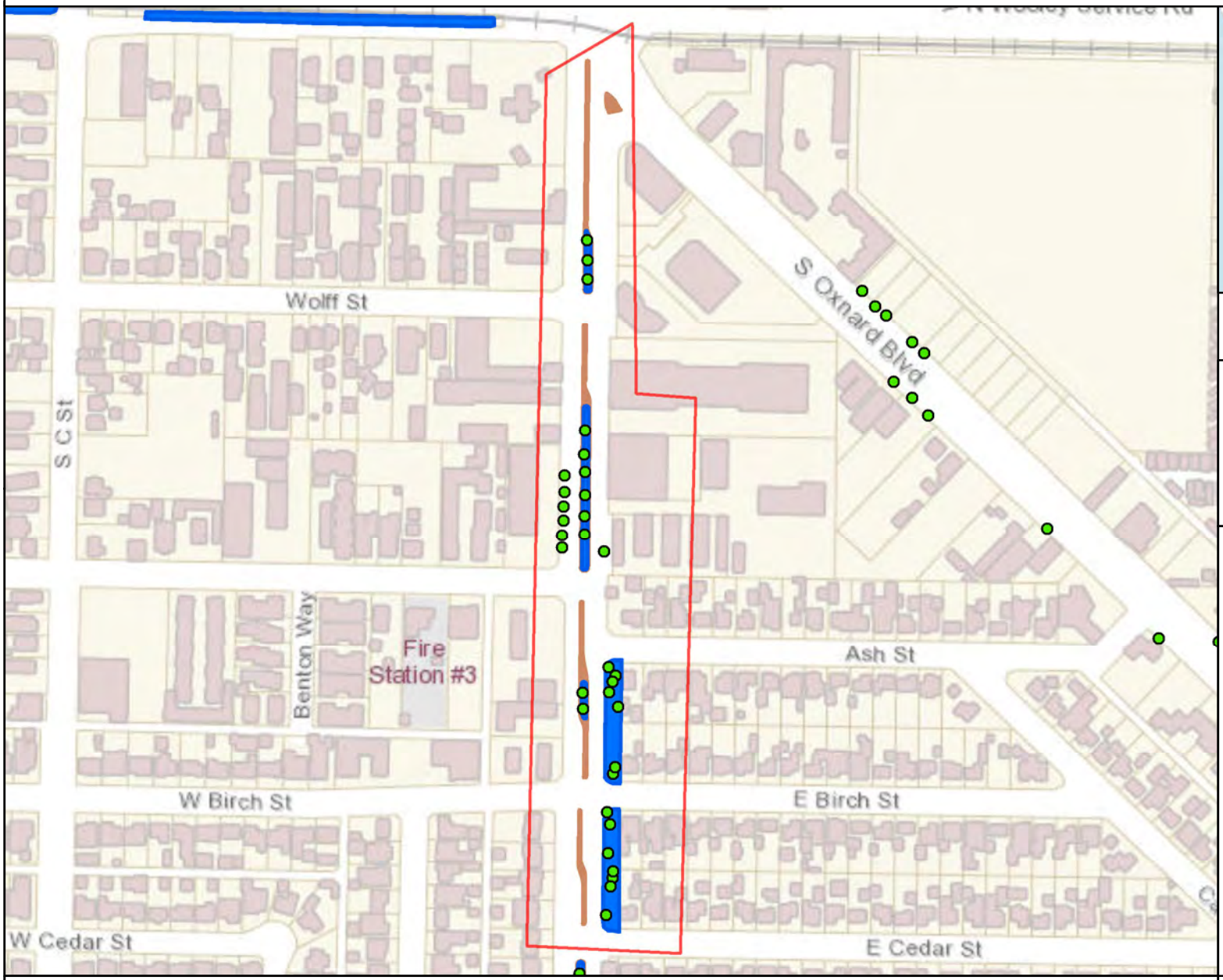
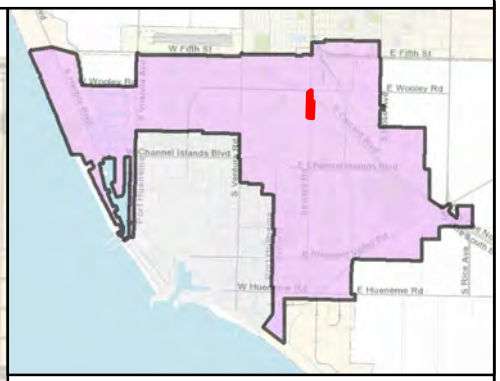
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 33 OF 51, SAVIERS RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,859 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,211 SQ FT
~0.21 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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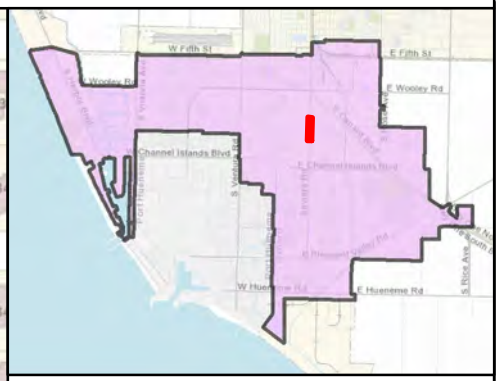
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 34 OF 51, SAVIERS RD 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,888 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,436 SQ FT
~0.15 ACRES

PROJECT TREES:
42 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

0 200 400 600 800 Feet

N W E S

City of Oxnard
Geographic Information Systems
March 2021

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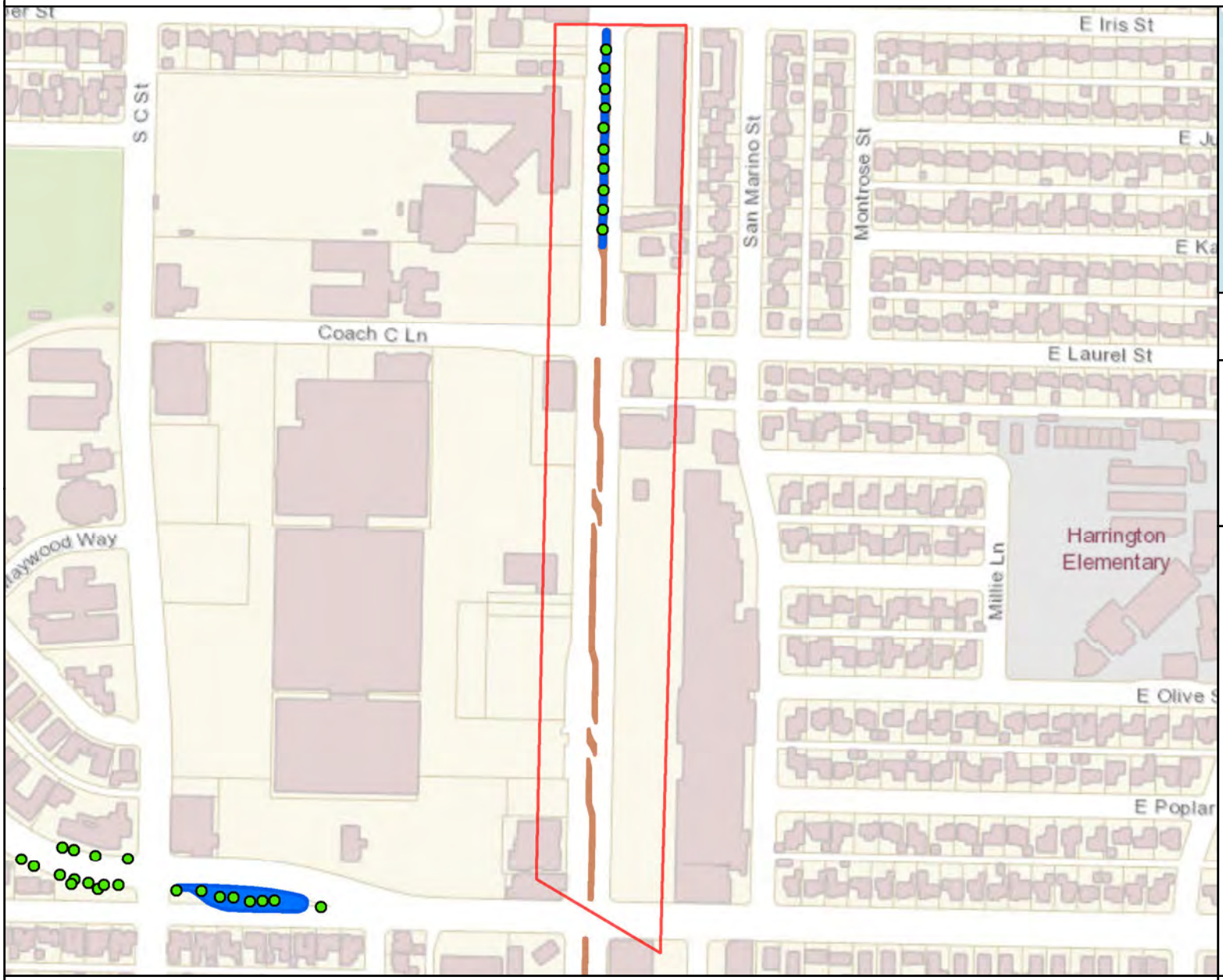
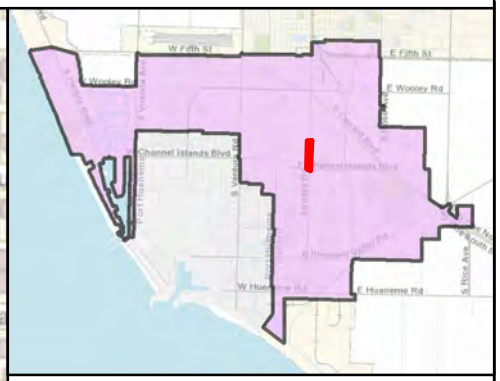
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 35 OF 51, SAVIERS RD 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,985 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,885 SQ FT
~0.25 ACRES

PROJECT TREES:
10 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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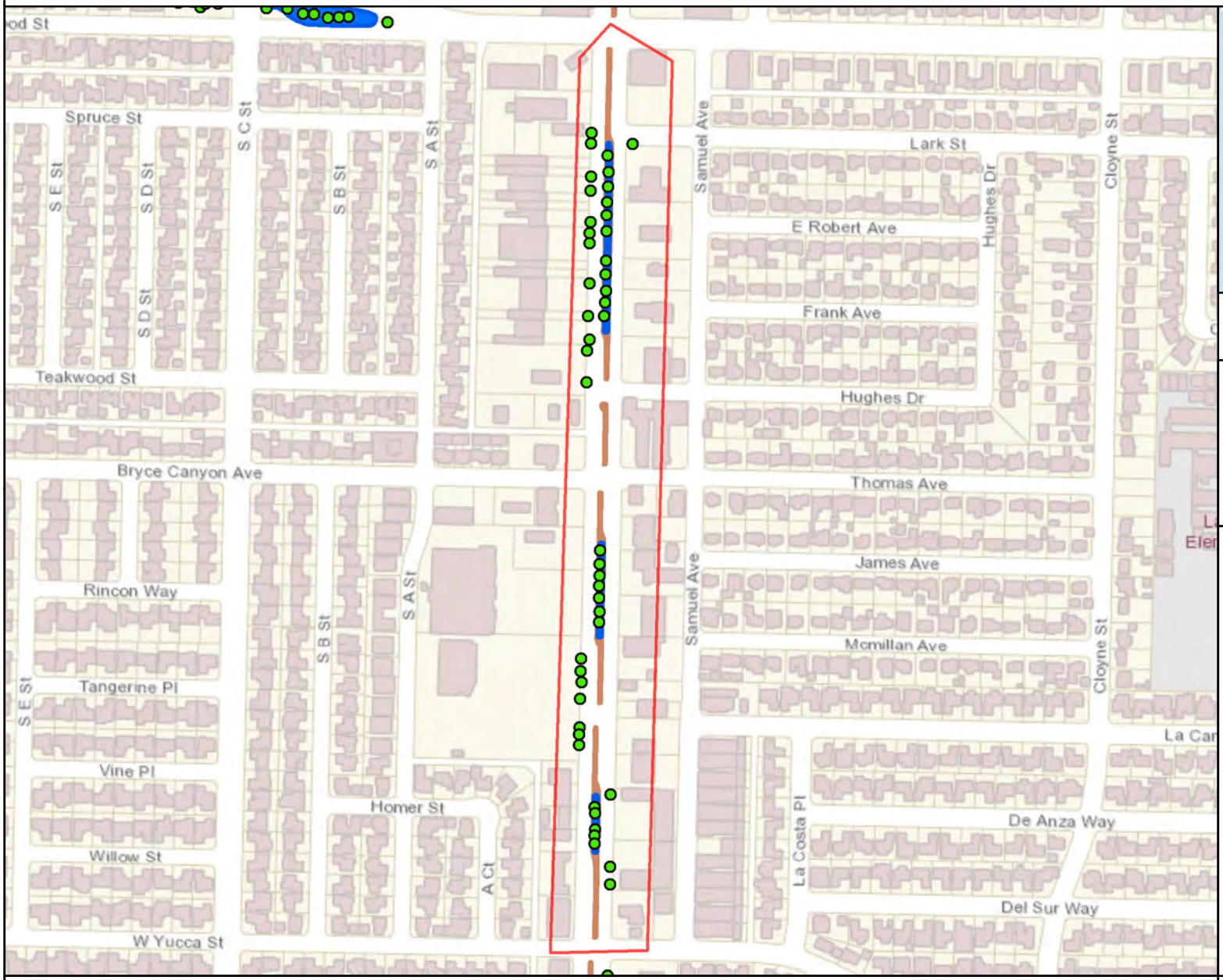
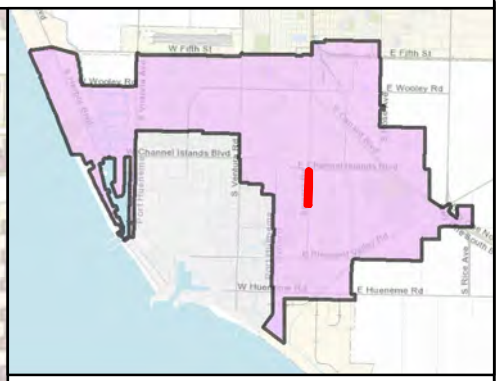
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 36 OF 51, SAVIERS RD 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,602 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~15,405 SQ FT
~0.35 ACRES

PROJECT TREES:
46 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

0 200 400 600 800 1,000 1,200 Feet

N W E S

City of Oxnard
Geographic Information Systems
March 2021

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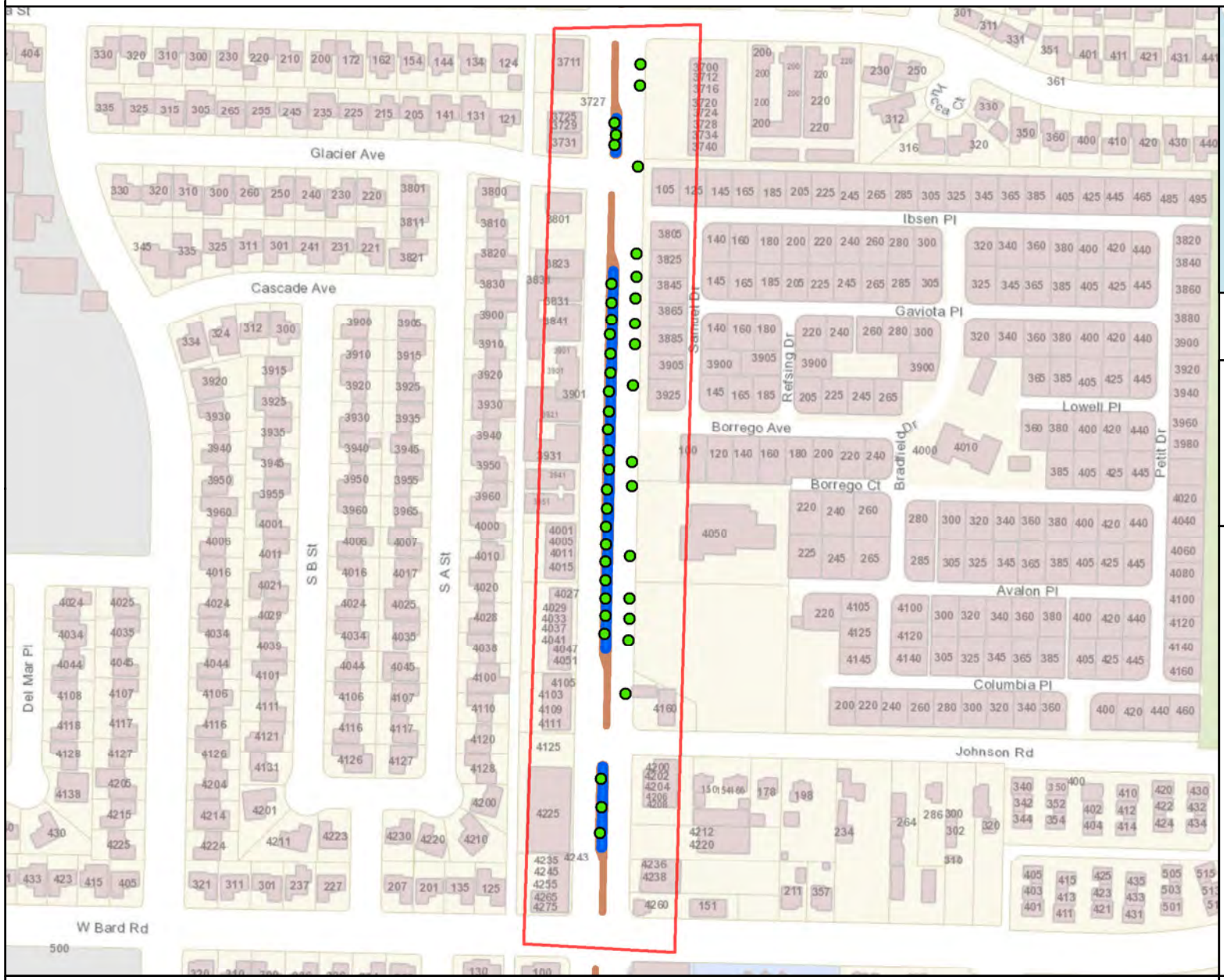
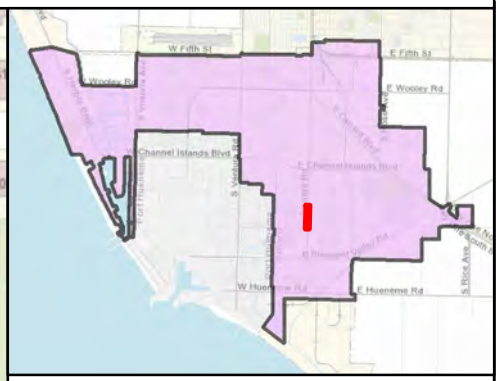
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 37 OF 51, SAVIERS RD 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,160 SQ FT
~0.3 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,635 SQ FT
~0.2 ACRES

PROJECT TREES:
42 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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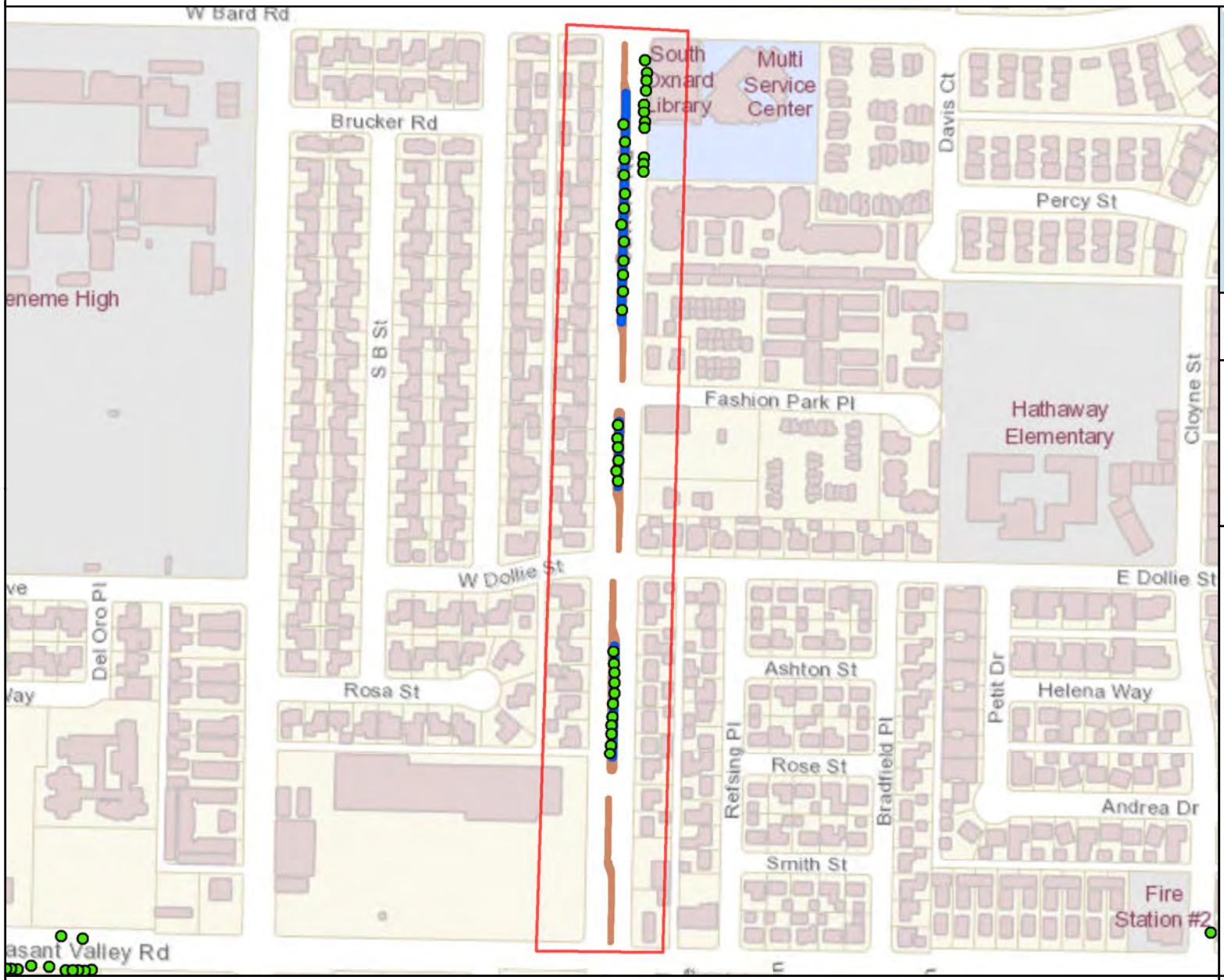
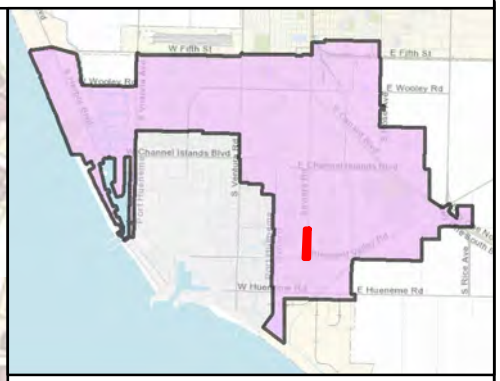
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 38 OF 51, SAVIERS RD 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,509 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,763 SQ FT
~0.34 ACRES

PROJECT TREES:
40 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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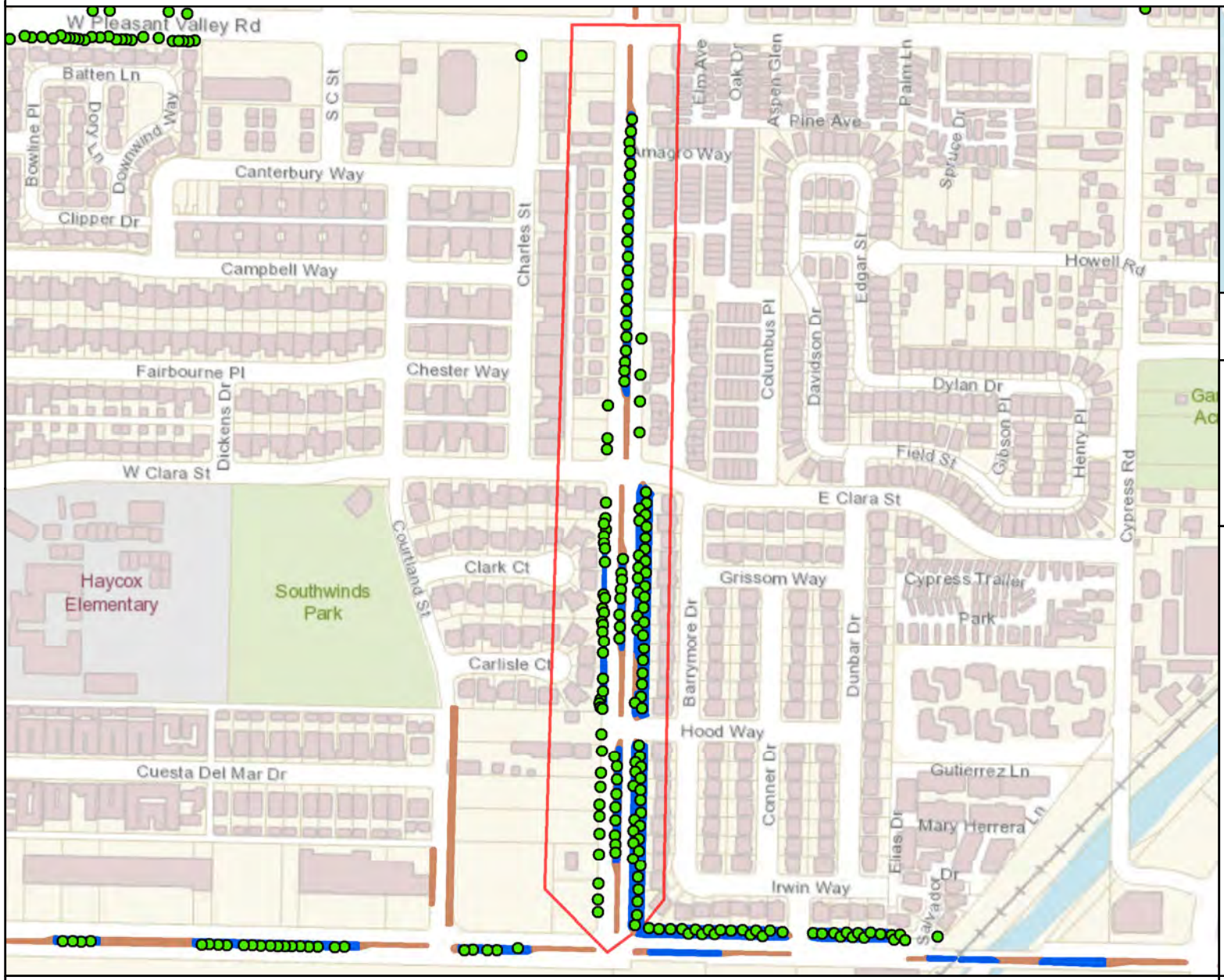
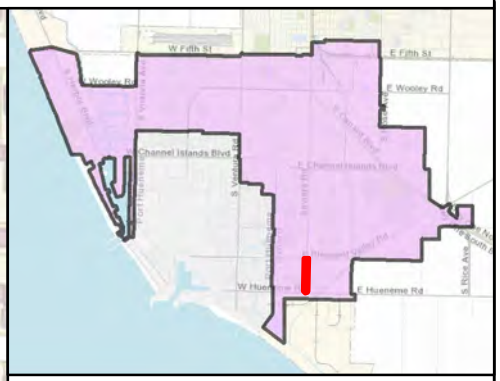
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 39 OF 51, SAVIERS RD 7





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,569 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,290 SQ FT
~0.47 ACRES

PROJECT TREES:
131 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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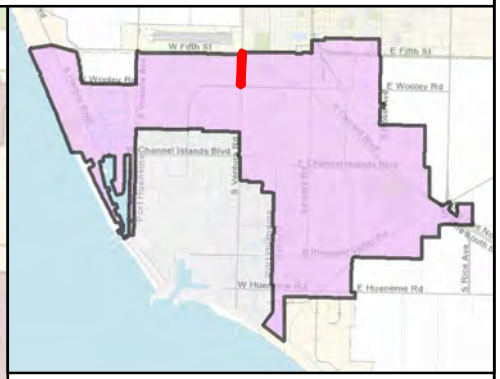
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 40 OF 51, VENTURA 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~79,815 SQ FT
~1.83 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~26,411 SQ FT
~0.61 ACRES

PROJECT TREES:
177 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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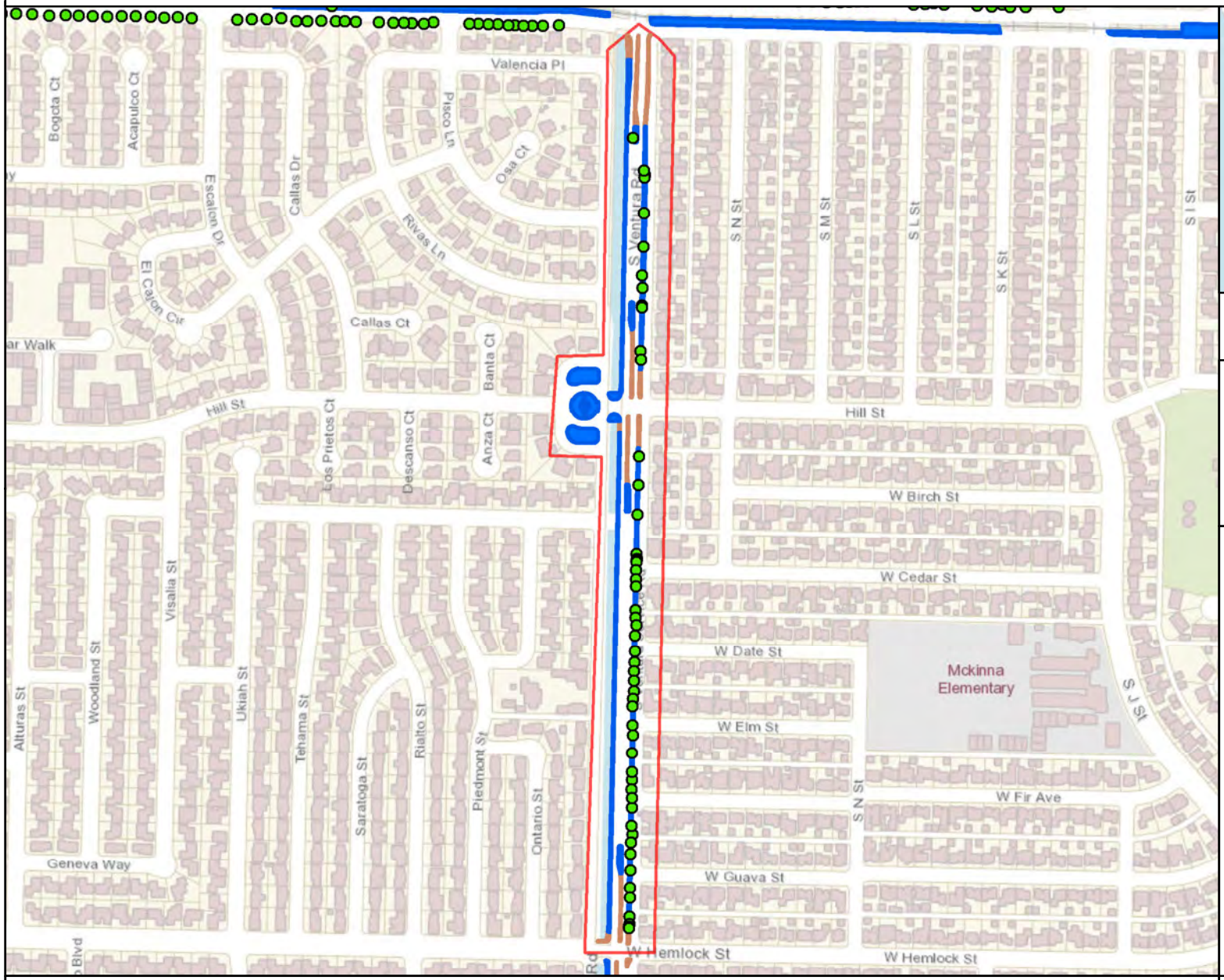
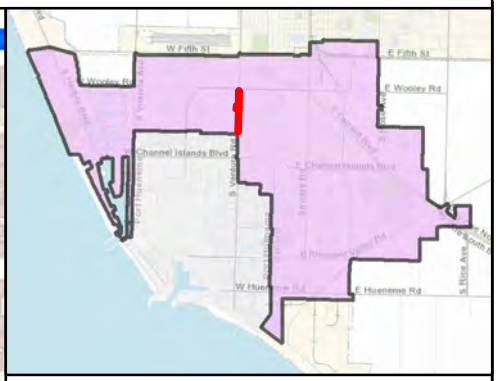
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 41 OF 51, VENTURA 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,941 SQ FT
~1.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,789 SQ FT
~0.22 ACRES

PROJECT TREES:
52 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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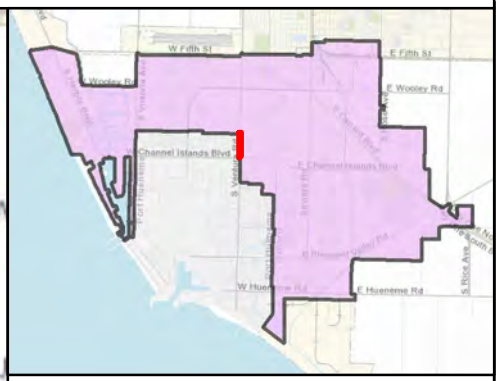
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 42 OF 51, VENTURA 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,433 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,779 SQ FT
~0.18 ACRES

PROJECT TREES:
7 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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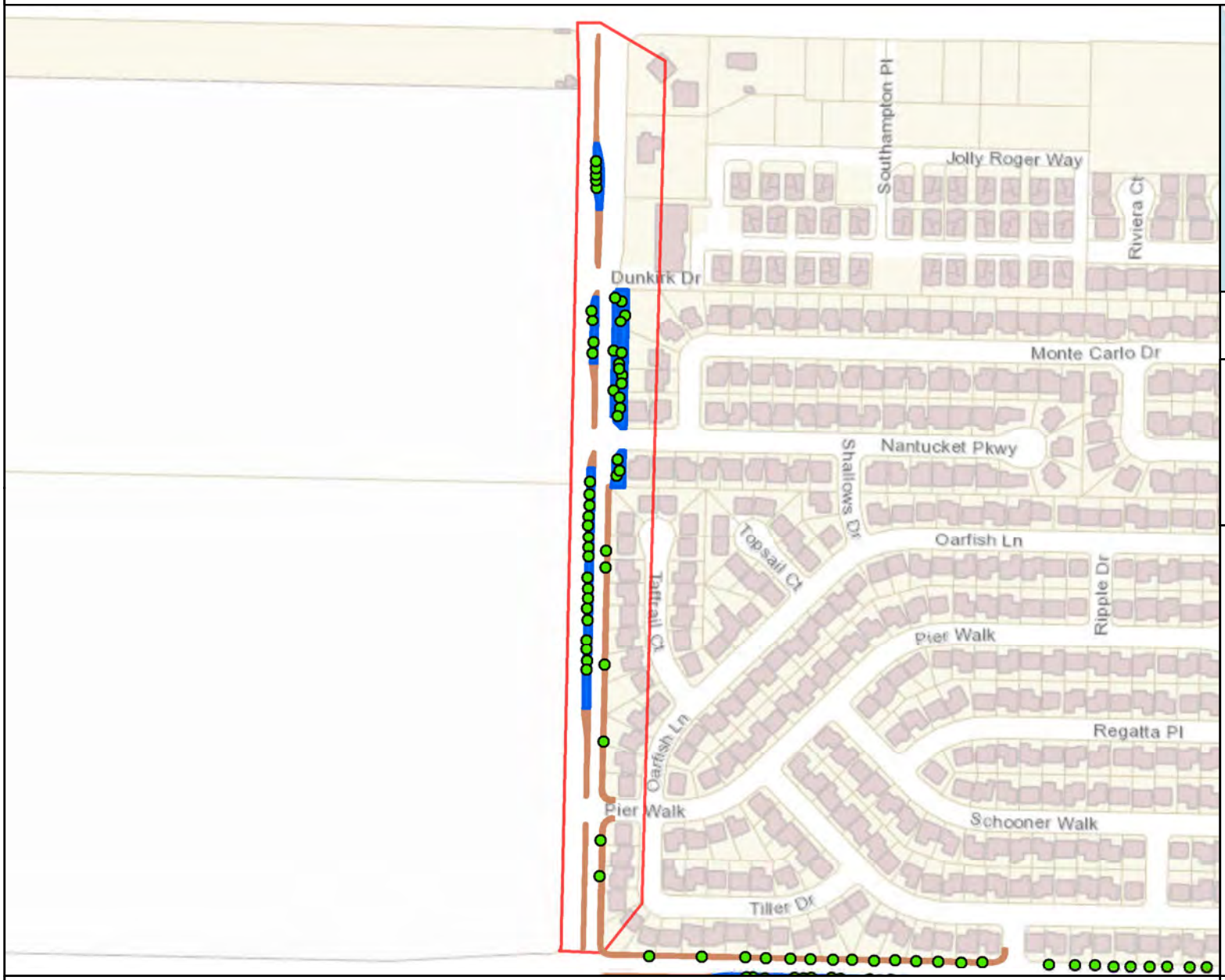
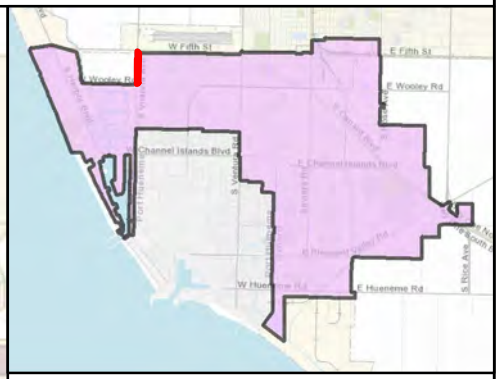
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 43 OF 51, VICTORIA 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,560 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,566 SQ FT
~0.45 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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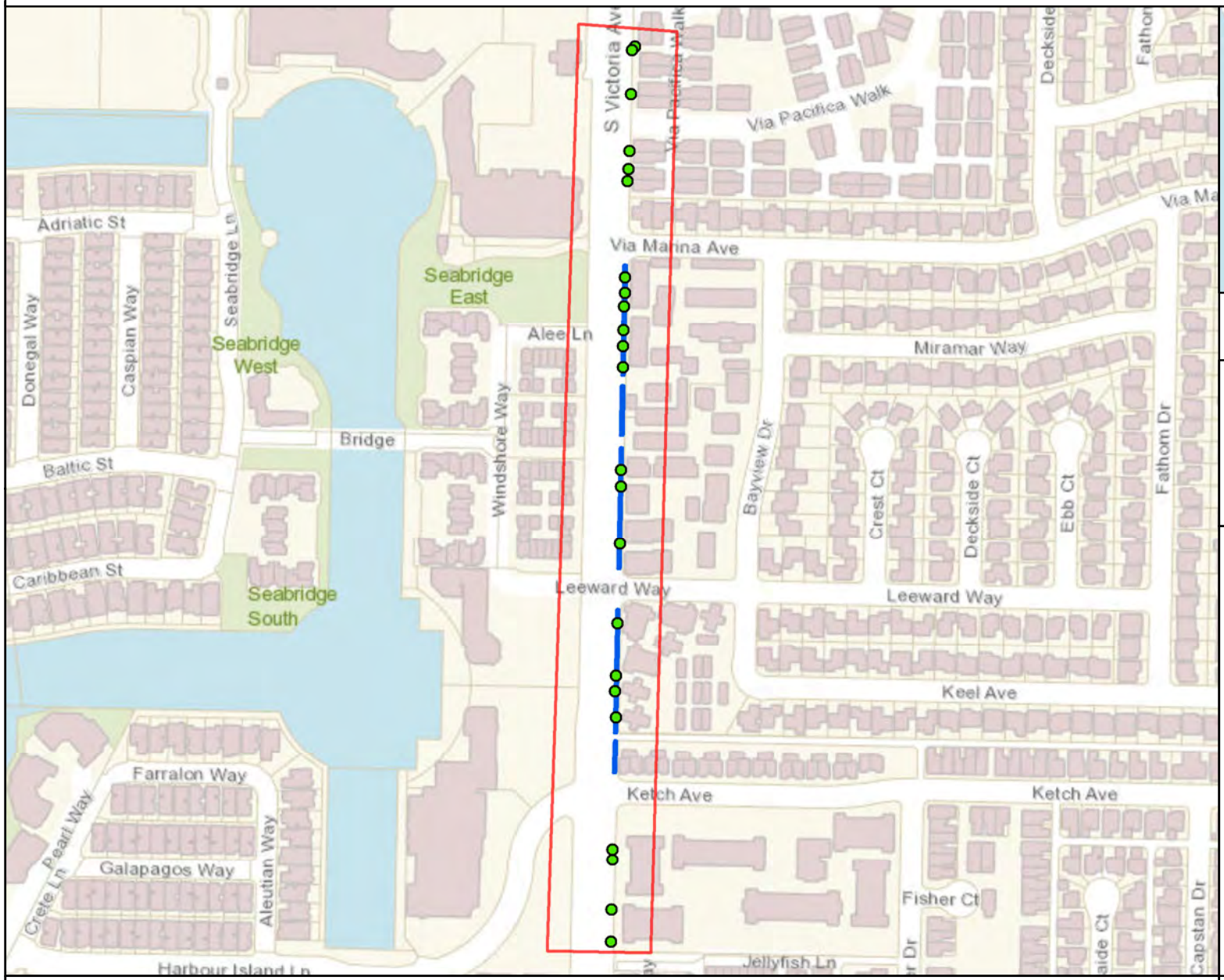
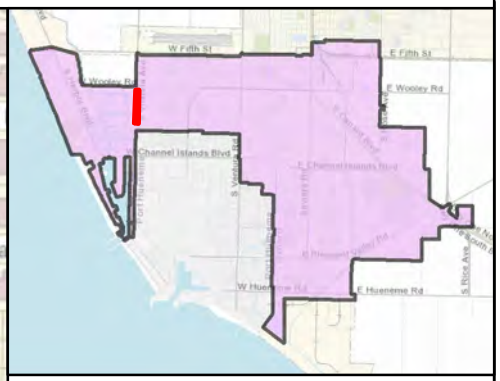
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 44 OF 51, VICTORIA 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,305 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
23 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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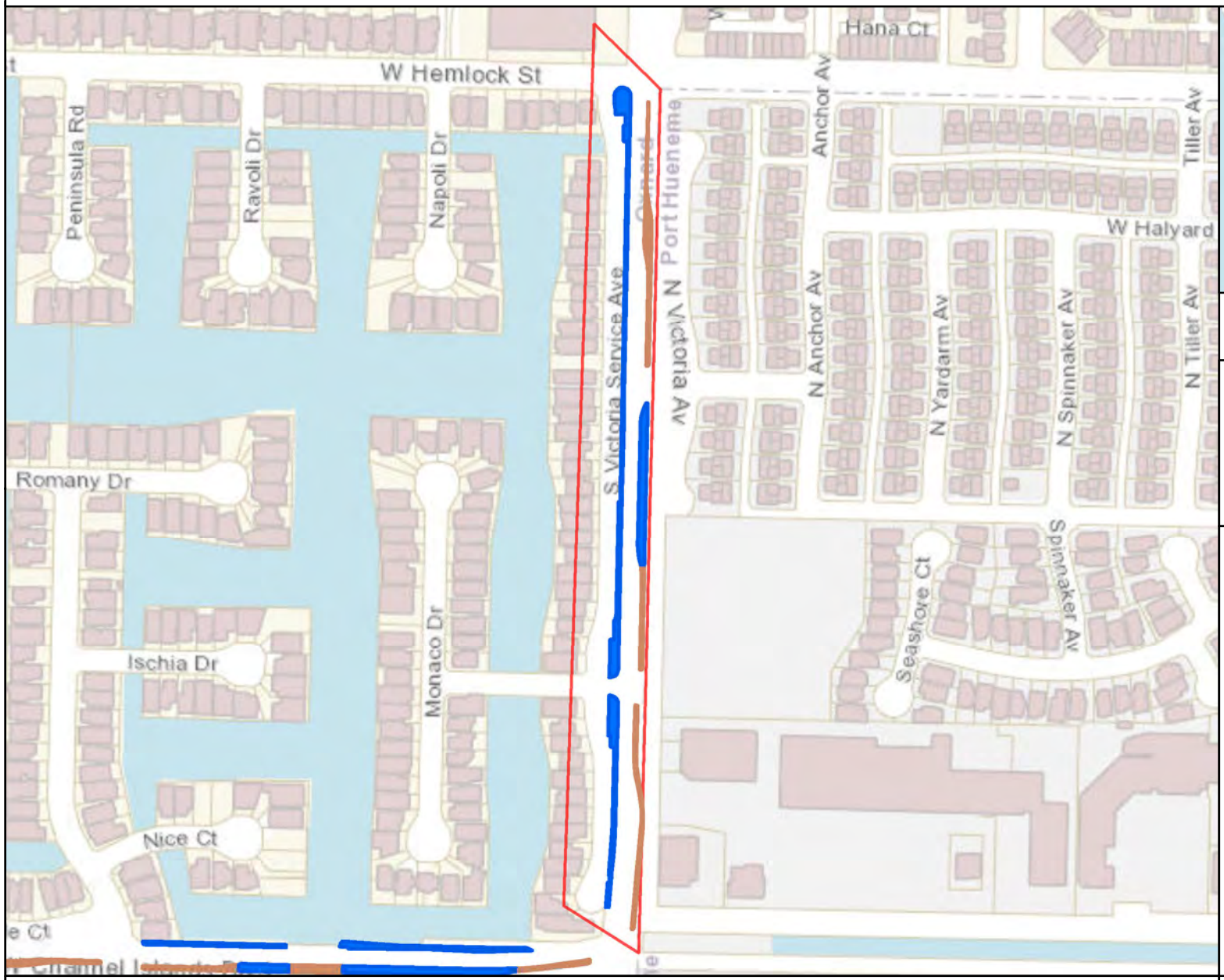
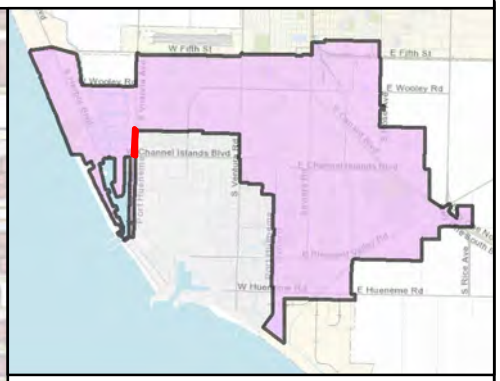
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 45 OF 51, VICTORIA 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,480 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,673 SQ FT
~0.18 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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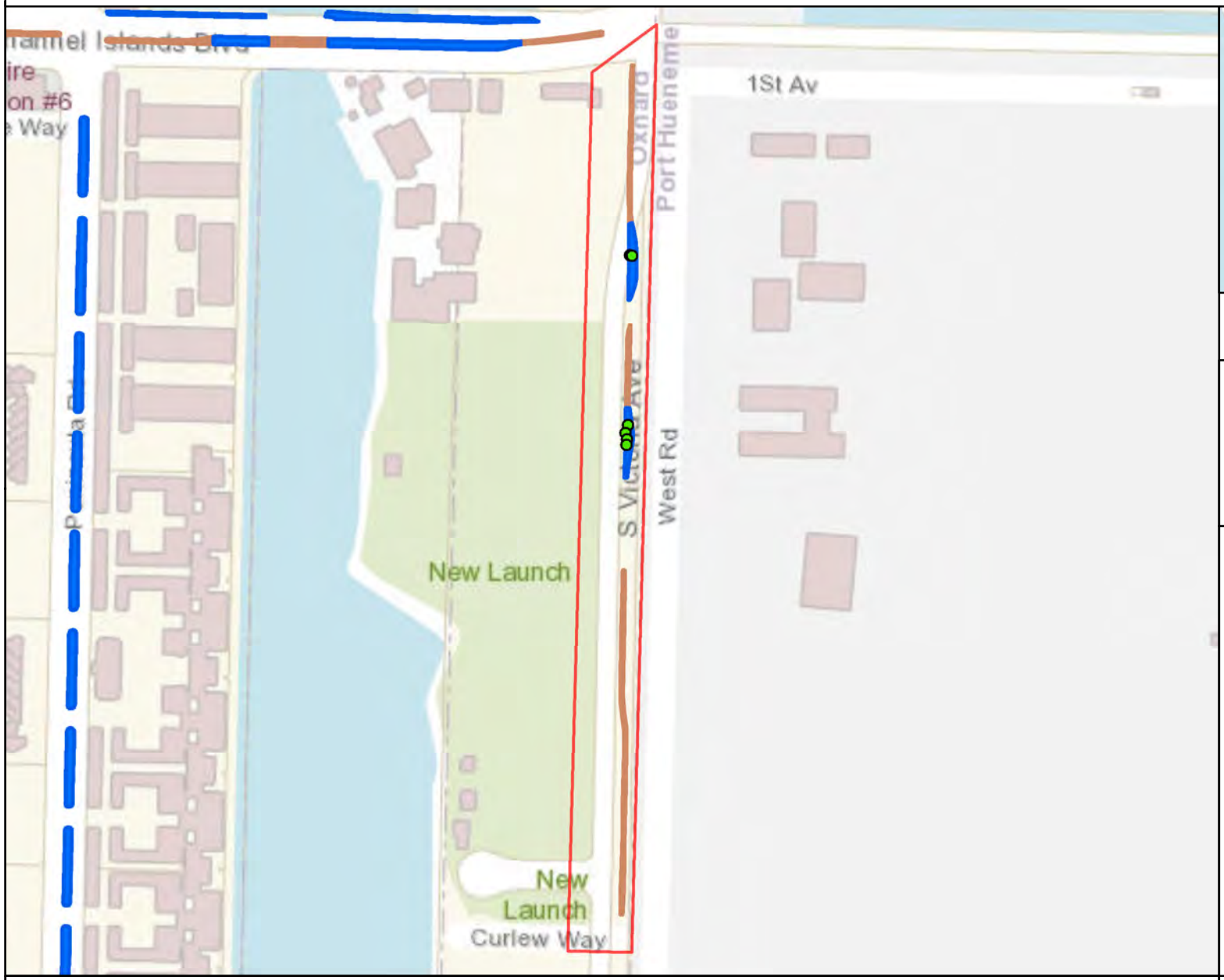
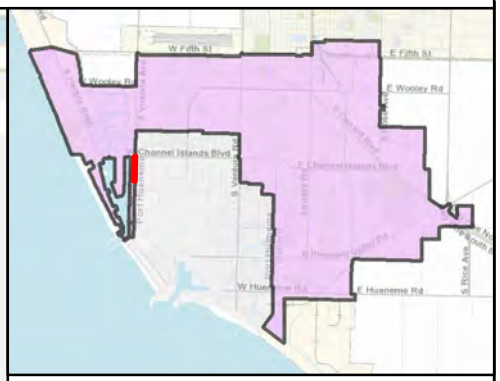
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 46 OF 51, VICTORIA 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~3,620 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~6,496 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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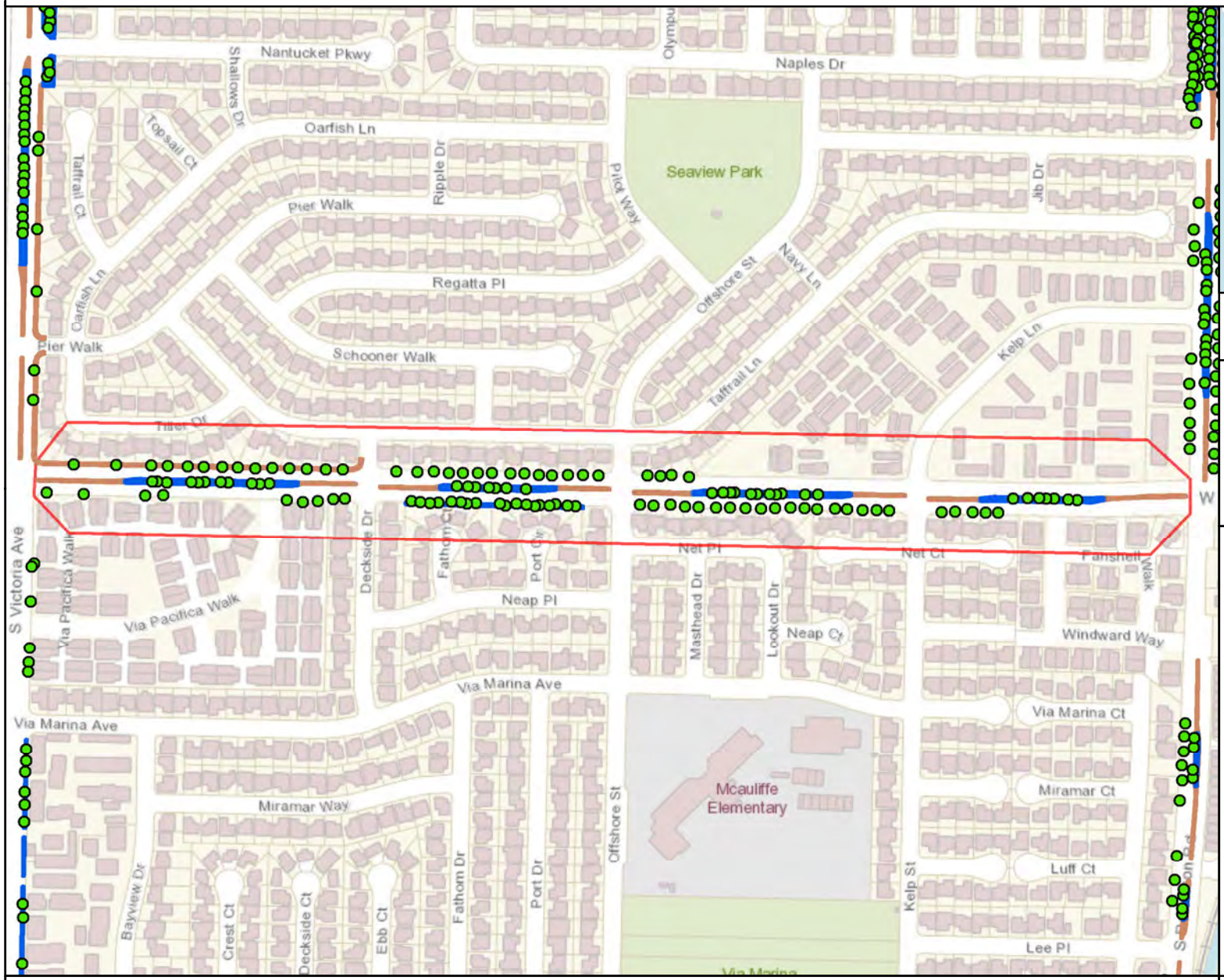
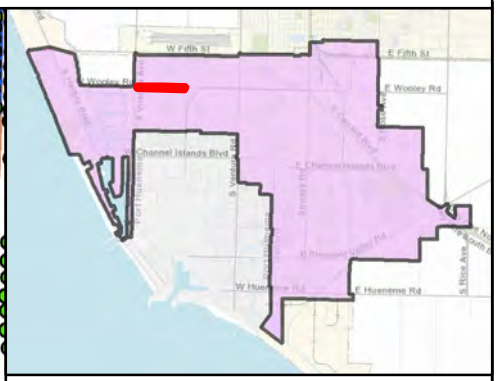
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 47 OF 51, WOOLEY 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,860 SQ FT
~0.71 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~17,365 SQ FT
~0.4 ACRES

PROJECT TREES:
118 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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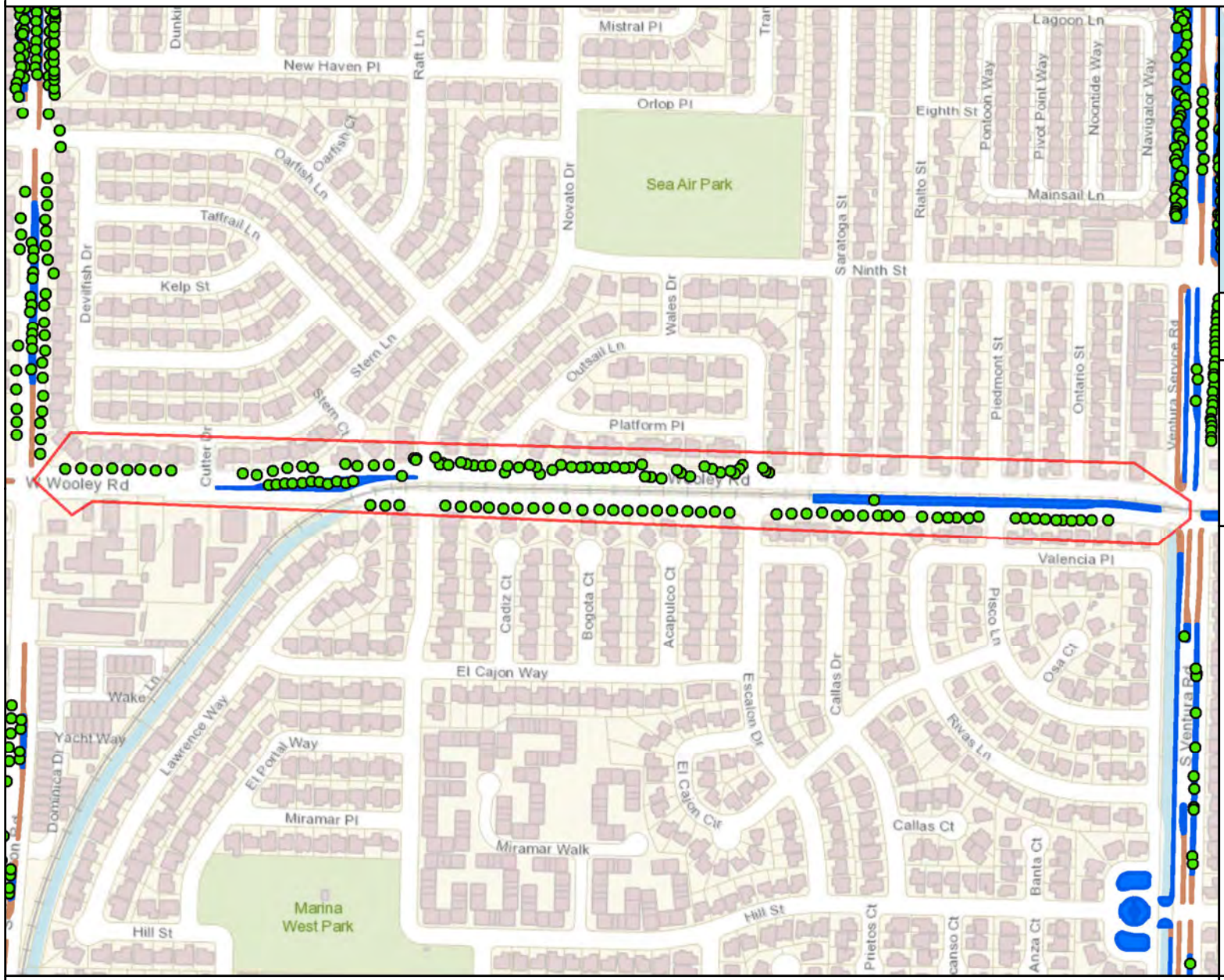
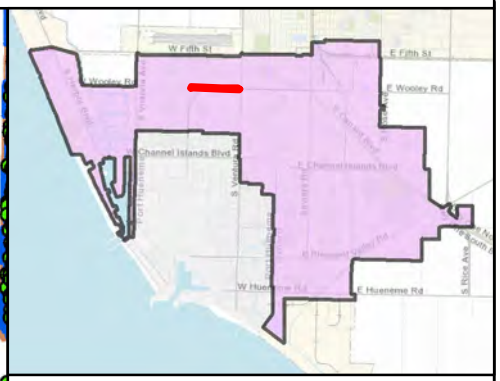
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 48 OF 51, WOOLEY 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~34,887 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
125 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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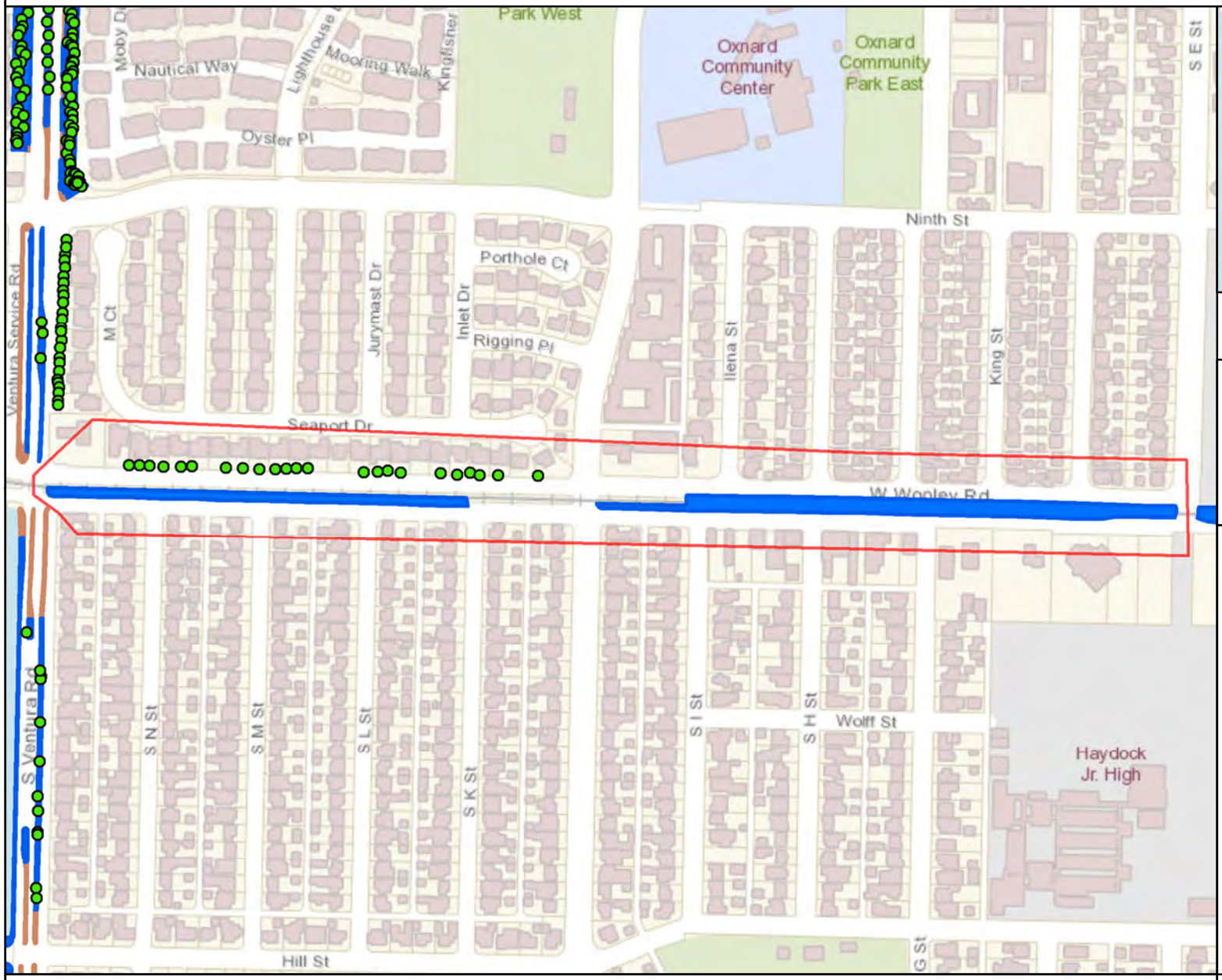
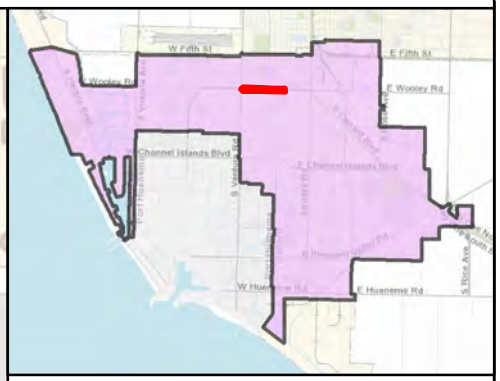
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 49 OF 51, WOOLEY 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~94,522 SQ FT
~2.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
23 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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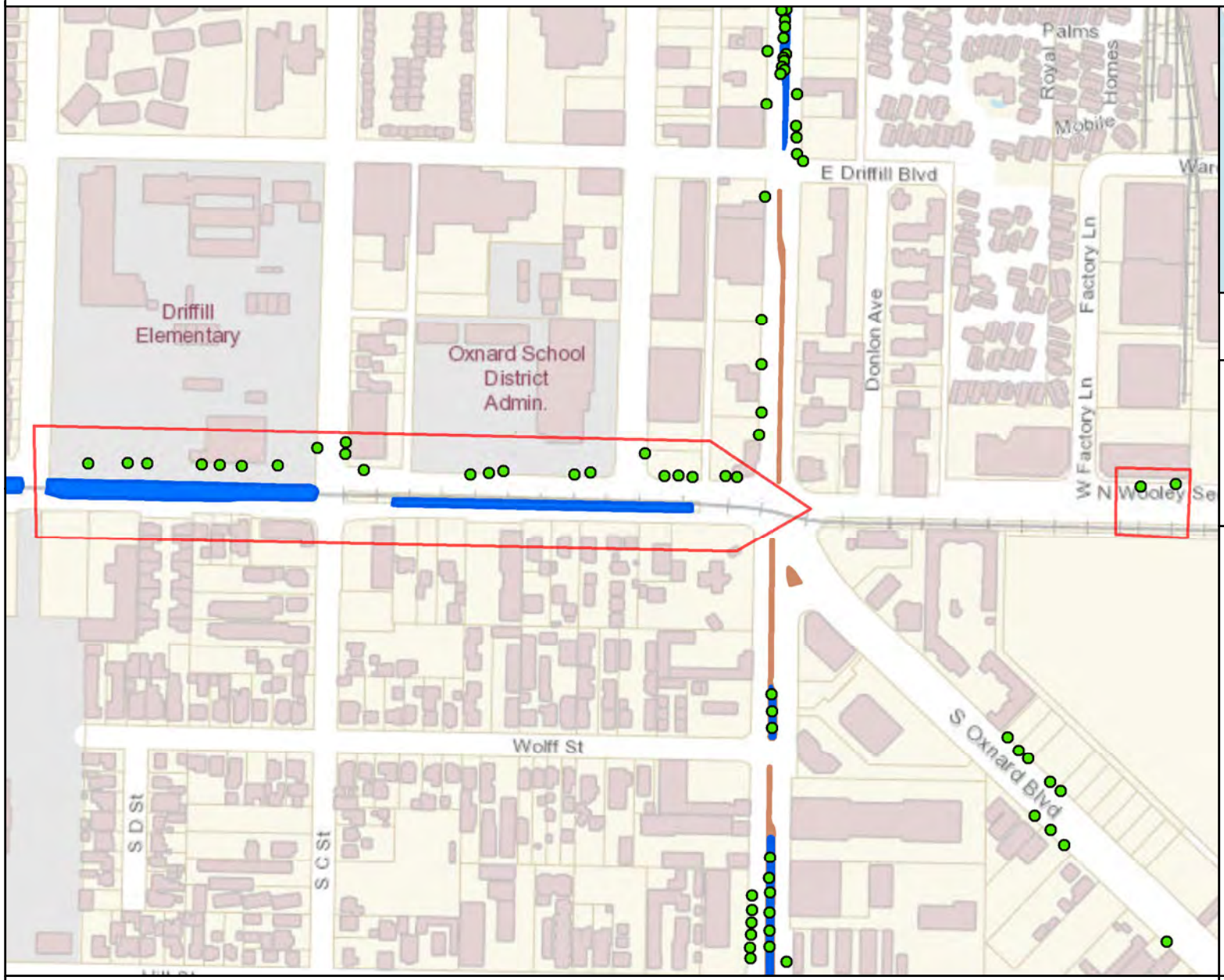
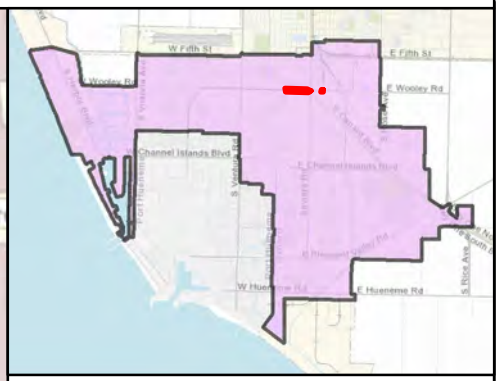
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 50 OF 51, WOOLEY 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,348 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
24 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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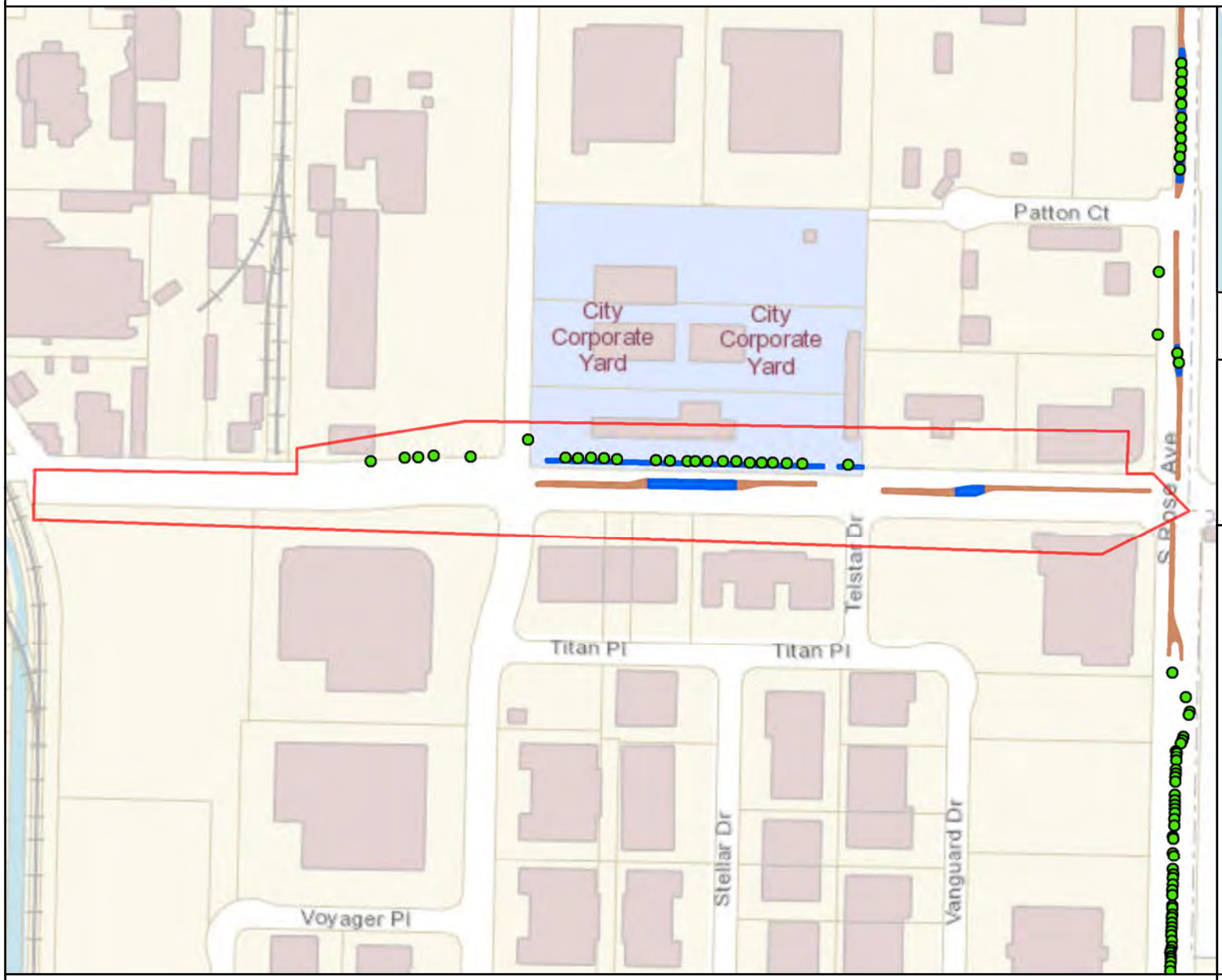
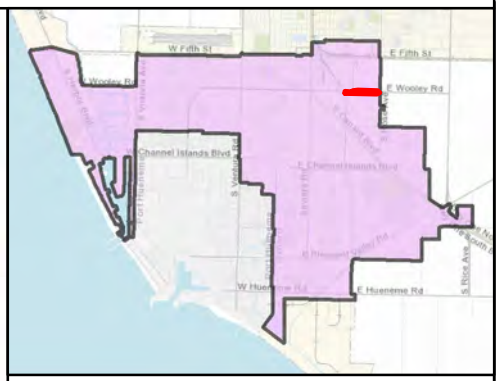
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 51 OF 51, WOOLEY 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,096 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,649 SQ FT
~0.13 ACRES

PROJECT TREES:
24 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Request for Bid
PW21-73R

LANDSCAPE MAINTENANCE SERVICES FOR MEDIANS AND PARKWAYS

Bid Close Date: **June 4, 2021**
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

4.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

4.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

4.4 The bid must be submitted by an authorized agent of the submitting entity.

5.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

6.0 COMPANY PROFILE

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

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

BIDDER'S RESPONSE:	Garcia's Landscaping Maintenance Inc.

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

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** Pablo Garcia, Tenley Garcia, No Contributions

ii. ***BIDDER'S RESPONSE:*** Pablo Garcia, President
Tenley Garcia, Secretary

iii. ***BIDDER'S RESPONSE:*** 38 Years

iv. ***BIDDER'S RESPONSE:*** 167 Lambert St #115 Oxnard, CA 93036

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

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

BIDDER'S RESPONSE: None

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE: Pablo Garcia & Tenley Garcia

F. **Credentials/Resumes/Certifications/Licenses:**

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

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

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences

iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i.	***BIDDER'S RESPONSE:*** Please see attachment, pages 1-5
ii.	***BIDDER'S RESPONSE:***
iii.	***BIDDER'S RESPONSE:***
iv.	***BIDDER'S RESPONSE:***
v.	***BIDDER'S RESPONSE:***
vi.	***BIDDER'S RESPONSE:***

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

The City reserves the right to award to multiple vendors. Awards will be based on lowest bidder per region. Being awarded one region does not guarantee award of all regions. A single award may be issued, if a single vendor is the lowest bidder for all regions. Vendors are not required to bid on all regions to be considered for award. Vendors should bid based on their capacity. Vendors must have the capacity to service all regions the vendor chooses to submit a bid on that is included in this solicitation. If a bidder is awarded more than one region the awarded bidder is expected to have separate crews for each region awarded. Work in each region shall be conducted simultaneously.

Scheduled Landscape Maintenance

The Vendor(s) shall provide monthly Landscape Maintenance Services within the City's medians and parkways.

	Monthly Cost
Region 1	**$48,000**
Region 2	**$62,000**
Region 3	**$51,000**
Non-Selective herbicide application	**$ 225.00 /acre**
Hourly Rate for as-needed tasks	**$ 40 /hour**
Material markup rate for as-needed tasks	**15 %**

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	05/21/2021	#03	05/21/2021
#02	05/21/2021	#04	05/21/2021

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

ATTACHMENT B

COMPANY INFORMATION

Name of Company: GARCIA'S LANDSCAPING MAINTENANCE INC.

Address: 2101 HUGHES DRIVE. OXNARD, CA 93033

Service to provide: LANDSCAPING/MAINTENANCE

Main Point of Contact: TENLEY GARCIA

Fed Tax ID: 45-1172673 City Tax ID: 20-00101816

E-mail: garciasbiz@gmail.com Phone: 805-479-0168

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

11.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

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

a. ***BIDDER'S RESPONSE:*** Please see attachments, Pages 1-5

b. ***BIDDER'S RESPONSE:***

c. ***BIDDER'S RESPONSE:***

d. ***BIDDER'S RESPONSE:***

e. ***BIDDER'S RESPONSE:***

CERTIFICATIONS

I, Tenley Garcia, a duly authorized agent of Garcia's Landscaping Maintenance Inc.

Printed Name of Agent/Officer **Name of Organization**

hereby certify that Garcia's Landscaping Maintenance Inc. by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: 5-28-2021

Title of Agent/Officer: Tenley Garcia, Secretary

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

ATTACHMENT C
REFERENCES

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

Reference 1	
Company name:	Strathmore Paseo, LLC
Address:	101 West Collins St. Oxnard, CA 93036
Contact person:	Lana Krivobarska
Email address:	starthmorepaseo@verizon.net
Telephone address:	805-385-2483
Project name:	Paseo El Prado Apartments
Dates worked performed:	Currently-Weekly Service
Summary of scope of services:	Please see attached, pages 11-15
Project cost:	Monthly $2600.00

Reference 2	
Company name:	Iasset Management, LLC.
Address:	750 Mobil Ave. Camarillo, CA 93010
Contact person:	Jazmin Ariza
Email address:	vpalazzo@iassetmgmt.com
Telephone address:	805-482-8800
Project name:	Villa Palazzo Apartments
Dates worked performed:	Currently-Weekly Service
Summary of scope of services:	Please see attached, Pages 11-15

Project cost:	Monthly $2250.00

Reference 3	
Company name:	Lordon Management
Address:	600 Sunfish Way, Port Hueneme, CA 93041
Contact person:	Andy Santamaria
Email address:	a67sand@aol.com
Telephone address:	805-607-8686
Project name:	Surfside III
Dates worked performed:	Currently-Weekly Service
Summary of scope of services:	Please see attached, pages 11-15
Project cost:	Monthly $4100.00

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

BIDDER'S RESPONSE: Please see attached, pages 6-10.

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

BIDDER'S RESPONSE: None

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No ___X____

1. If so, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Tenley Garcia

depose and say that I am Secretary
("Sole Owner", "A Partner", "President", or other proper title)

of Garcia's Landscaping Maintenance Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTACHMENT F

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Garcia's Landscaping Maintenance Inc.

Physical Address: 2101 Hughes Drive. Oxnard, CA 93036

Phone: 805-479-0168 E-Mail: garciasbiz@gmail.com

Date Principal Business Address Established: 02/2011 No. of Company Employees at this address: 48

If less than 36 months, list previous City of Oxnard location:

City Business License No.: 98183 Taxpayer Identification No. (TIN): 45-1172673

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): Corporate

Signature of Company Official 5-25-2021
Date

Print Name, Title Tenley Garcia, Secretary

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

Garcia's
Landscaping & Maintenance Inc.

Date: May 21, 2021

Re: City of Oxnard Bid PW 21-73R (Landscape Maintenance Services for Medians and Parkways).

Thank you for giving Garcia's Landscaping Maintenance Inc the opportunity to submit a proposal for the landscaping services of the City of Oxnard Medians and Parkways.

The undersigned, as proposer, declares that he/she has carefully examined the location of the proposed work as described, examined and acknowledges the receipt of all Addenda which includes the Specifications and General Provisions, read the instructions to Proposers, and is familiar with all proposal requirements.

We are confident about the improvements and commitment our service and team will make to the appearance of the City of Oxnard.

Our mission is to provide an unequalled landscape solution. The Garcia's Landscaping Maintenance Inc team looks forward on working with you.

Sincerely,

Pablo Garcia
President

Tenley Garcia
Secretary

Garcia's
Landscaping & Maintenance Inc.

Before anything, we thank you for your time and effort in learning about our company. With more than 38 years serving Ventura County in all phases of landscape maintenance, Garcia's Landscaping Maintenance Inc. offers our clients the exceptional commitment and attention that is needed to create and maintain beautiful and healthy outdoor environments. We have a long history of providing professional services and high quality results.

Garcia's Landscaping Maintenance Inc. was built around the principles of providing exceptional service, presenting a professional appearance, and most importantly taking pride in everything we do. We place great emphasis on maintaining good customer relations based on teamwork and communication skills and in particular responding rapidly to queries and requests. We believe that putting our values into practice creates long-term relationship with our customers.

Our team members are our most valuable resource. They are the backbone of our company. Garcia's Landscaping employs over 40 trained landscape professionals, with an average of 15 years tenure with the company. We strive to attract, develop, retain and motivate the best team members. We want to be the employer of choice, a place where people feel included, valued, and supported. We expect the best from our team and thank them for their outstanding performance.

Capabilities Profile

Garcia's Landscaping maintains home owners associations, city parks, streetscapes, slopes, shopping centers, apartment complexes and private estates. Garcia's Landscaping offers fuel modification clearing as well as professional arbor care. We provide a superior product and guarantee customer satisfaction. Our maintenance team proves itself in being proactive in identifying issues and providing solutions within the landscape.

Garcia's Landscaping 38-plus years of experience with large portfolio in maintenance accounts give any property management team the confidence of having Garcia's Landscaping as their maintenance contractor of choice. Our management team has experience in maintaining large accounts and working with property management companies to protect the property assets and provide a beautiful and safe environment for homeowners and the general public. Garcia's Landscaping believes in developing long-term relationships with the communities we maintain by keeping educated and well-trained team

members on sites daily to react to any concerns that may arise and to provide consistent maintenance to the property.

Garcia's Landscaping knows that a beautiful landscaping is often the first impression a customer sees when driving onto a homeowners association or commercial property. Garcia's Landscaping prides itself in adding those special touches to enhance every corner of the landscape and to improve the overall appearance of all our properties. The health of trees is extremely important, especially with southern California's seasonal Santa Ana wind storms. Garcia's Landscaping knows how to trim and manicure these property assets to protect customer's cars and pedestrians from falling trees and branches. Proper trees maintenance and irrigation provide strong branching and deep rooted trees that can withstand the strongest winds and droughts.

Garcia's Landscaping team has extensive experience when it comes to the irrigation needs of every property. In a constantly advancing industry, the Garcia's Landscaping irrigation team is constantly up to date on new products and technology. We create systems that are efficient in water usage, cost, reliability and short/long term maintenance.

Meet the Team

Pablo Garcia: President

Founder of Garcia's Landscaping in 1982, Pablo Garcia began his landscape career with a single lawn mower and a few neighbors as customers. With an entrepreneurial spirit and strong work ethic, Mr. Garcia decided early in his life that landscaping was his passion. Mr. Garcia devoted his time and energy on providing quality work, insuring customer satisfaction and building his landscape company. As President, Mr. Garcia has ultimate responsibility for leading the company towards its strategic goals. These responsibilities include the following:

- Visit job site on a regular basis, observing organization of work, identifying and resolving training issues, and taking necessary actions to ensure quality.
- Understands contract specifications and ensures they are met and maintains customer completion satisfaction.
- Provides most recent plans to field staff at the beginning of the day and provides instructions to ensure Crew Leader and crew are prepared to complete the job.
- Ensures all work is completed in adherence to safety policies and guidelines.
- Identifies business opportunities.
- Development of team members, training, coaching, mentoring to reach potential and established goals for the individual and division.

Tenley Garcia: Vice President/Secretary

Upon graduating from Holly Names University and earning a Bachelor's degree in Business Administration, Tenley joined the business her father had started in 2005 and was tasked with growing the maintenance division. As vice President, Tenley is responsible for the following:

- Responsible for business operations projects including the development of projects and objectives, leading projects initiatives, coordinating resources and staff involvement, providing oversight and direction and ensuring project completion.
- Manages a strong professional relationship with team members and customers.
- Manages and schedules labor, equipments and material to accomplish production goals.
- Maintains sufficient staff to accomplish production schedules and analyzes future needs, forecasting staff and material needs to complete projects.
- Conducts timely performance reviews of direct reports and take corrective action when appropriate.
- Visits job sites on a regular basis to ensure performance meets expectations.
- Oversees the finance, banking, accounting and risk management functions of the company.

Tenley is a licensed California General Contractor and holds her California Qualified Applicator's License (QAL).

Nancy Cortez: Office Manager

Nancy joined Garcia's Landscaping in 2020. She brings more than 10 years of corporate management experience to the Garcia's Landscaping team. She is currently a student at Oxnard College and will soon earn her Associate of Arts. Nancy's responsibilities include the following:

- Maintained weekly payroll for over 40 employees.
- Manage booking tasks.
- Provide excellent customer service to external and internal customers.
- Manage contract provisions, invoices and provide estimates to customers.
- Organize office operations and procedures.
- Assist in the hiring process.

Pedro Aguilar: Maintenance Manager

Pedro is a lifelong native of Ventura County, Oxnard. Pedro started his landscaping career with Garcia's Landscaping 20 years ago. Pedro responsibilities include the following:

- Supervise all landscaping personnel: organizing and directing work. Monitors projects to ensure quality and compliance with job standards.
- Establish and enforces operating procedures and work standards that will ensure adequate performance and personnel safety.
- Provides team with assistance in performing duties as necessary to meet deadlines.
- Answers inquiries from current or prospective customers regarding methods, materials, or price ranges.
- Provides information about landscaping services and costs.
- Prepares service and project estimates based on labor, material, and costs.
- Recommends changes in working conditions or equipment use to increase crew efficiency.

Brenda Garcia: Project Manager

Brenda joined Garcia's Landscaping in 2016. A graduate from Pepperdine University with a Master's in Education, Brenda brings more than 10 years of corporate management experience. Brenda's responsibilities include the following:

- Provides coaching and direction to direct reports to ensure their continued professional growth and development.
- Provide team members with guidance in handling difficult or complex problems or in resolving escalated complaints.
- Manage relationship with vendors.
- Provide efficient and professional administrative and clerical service to colleagues and supervisors.
- Provide weekly field operations/job site inspections.
- Oversee all aspects of office operations.

The Garcia's Landscaping team takes pride of all its team members. Each team member has a special set of skills that are fundamental and of great value to this company. The Garcia's Landscaping team is excited and looks forward on exceeding your expectations.

Garcia's
Landscaping & Maintenance Inc.

Projects currently providing maintenance:

CFD RIVERPARK

c/o City of Oxnard

300 West 3rd St. 2nd Floor. Oxnard, CA 93033

Steve Howlett 805-385-7900 steve.howlett@oxnard.org

Monthly Contract amount $75,980.00

See attached pages 11-15 for schedule services.

Paseo El Prado Apartments

C/O Strathmore Paseo LLC

101 West Collins St. Oxnard, CA 93036

Lana Krivobarska 805-485-4955 pep.sp@verizon.net

Monthly Contract Amount $2600

See attached pages 11-15 for schedule services.

Villa Palazzo Apartments

750 mobil Ave, Camarillo, CA 93010

Jazmin Ariza 805-482-8800 vpalazzo@iassetmgmt.com

Monthly Contract Amount $2250

See attached pages 11-15 for schedule services.

Harbor Village

C/O AMS Realty Inc.

2503-2563 E Harbor Blvd, Ventura, CA 93001

Bea 805-639-0305 no email

Monthly Contract Amount $1498

See attached pages 11-15 for schedule services.

Pacific Pointe HOA

C/O Community Property Management

3703 Shelly Pl. Oxnard, CA 93033

Al Valentini 818-730-6776 avalentini2@hotmail.com

Monthly Contract Amount $2100

See attached pages 11-15 for schedule services.

BuenaVentura MobileHome Estates

11405 Darlin Rd. Ventura, CA 93001

Shawnna Lee 805-647-4175 bvestates@att.net

Monthly Contract Amount $1650.00

See attached pages 11-15 for schedule services.

Landscape Renovation Projects:

U-Haul

Project Completed: March 2017

2420 N. Oxnard Blvd. Oxnard, CA 93036

David Randi 631-748-6213 david_randi@uhaul.com

Original contract amount: $168,000.00

Final cost of project: $168,000.00

Renovation project scope:

1. Remove all unwanted plants, bushes, and sod.
2. Install new irrigation drip system throughout property
3. Prepare soil for planting
4. Install soil amendments
5. Install (2,135) of various plants
6. Install (71) 24-48 gal. trees
7. Install 18,000 sq. ft. of mulch

Paseo El Prado Apartments

Project Completed: August 2017

C/O Strathmore Paseo LLC

101 west Collins St, Oxnard, CA 93036

Susy Martinez 805-485-4955 pep.sp@verizon.net

Original contract amount: $47,170.00

Final cost of project $47,170.00

Renovation project scope:

1. Round-up application to required areas.
2. Remove all unwanted shrub, groundcover and haul away all debris.
3. Remove all unwanted topsoil and dispose of all waste material.
4. Install irrigation system as specified on plans.
5. Rototilling and grading to surface level.
6. Install nitro-redwood soil amendment, gypsum, and fertilizer.
7. Install pre-emergent herbicide for weed control.
8. Install shredded mulch ES-2 throughout the ground cover beds.
9. Install (584) 5 gal. Shrub.

(165) 1 gal. Shrub.

10. 2 yards of DG Granite

Tree Trimming Projects:

Pacific Pointe HOA

Project Completed: April 2019

C/O Community Property Management

3703 Shelly Pl. Oxnard, CA 93033

Al Valentini 818-730-6776 avalentini2@hotmail.com

Original contract amount: $24,000.00

Final cost of project: $24,000.00

Scope of work:

1. Trim (133) Eucalyptus Trees (Top 20% and Thinning 25%).

Thomas Fire-Grant Park Tree Removal Project

Project Completed: Nov 2018

C/O City of Ventura

501 Poli Street. Ventura, CA 93001

Andy Torrez 805-652-4540 atorrez@cityofventura.ca.gov

Original cost of project: $120,000.00

Final cost of project: $120,000.00

Scope of work:

1. Removal of various sized trees along hills and canyons within Grant Park that were destroyed by the Thomas Fire.

ESC SCHOOL TREE PROJECT

Project Completed: April 2019

C/O Ventura Unified School District

255 W. Stanley Ave. #100. Ventura, CA 93001

Richard Saint 805-289-7981 Ext. 1011

Original cost of project: $15,900.00

Final cost of project: $15,900.00

Scope of work:

1. Removal (200) Myoporum trees and stump grind.

Amendt Construction

Project Completed: March 2020

Project Address: 4095 Ashwood Ct. Ventura, CA 93003

Chris Amendt 805-404-0898 grasshopper417@verizon.net

Original contract amount: $21,650.00

Final cost of project $21,650.00

Renovation project scope:

1. Remove all unwanted plants, bushes, and sod.
2. Install new irrigation drip system
3. Prepare soil for planting
4. Install soil amendments
5. Install plants, tree and boulders.
6. Install dry creek bed.

SCHEDULE OF SERVICES

Category	Service	Frequency Per Year
Lawn Care	Mowing and edging	April-October weekly November-March bi-weekly
	Fertilization	3 times annually
	Weed Control	As needed
	Insect/Disease Control	As needed
Ground Cover Area/ Shrub Areas	Edging	12
	Pruning	6
	Weed Control	As needed
	Fertilization	3
Ivy covered walls	Trimmed	As needed
Mulched Areas and Decomposed Areas	Mulching	Yearly
	Inspection of all Areas	On service days
	Weed Control	As needed
Debris Cleanup	Debris	Per visit. Remove gardening generated debris and other debris.
Irrigation System	Watering	As needed within scheduled guidelines

Lawn Care

A. Mowing:

1. Lawns shall be mowed weekly during the growing season and as required, but no less frequently than bi-weekly in the winter months.
2. The height of cutting shall be maintained consistently to prevent scalping or burning. The mowing height shall be appropriate to the turf species and the time of year.
3. Excessive grass clippings shall be collected and disposed of. Adjacent sidewalks and streets shall be clean of clippings. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them.

B. Edging:

1. All lawn edges along sidewalks and curbs shall be edged before each mowing during the active growing season (April through October) and as required for appearance the rest of the year.
2. A monofilament line trimmer shall be used to trim around obstacles with the lawn area. Care shall be taken to insure that the bark of trees and shrubs are not damaged or stripped by the line trimmer.
3. Lawn sprinkler heads shall only be edged to allow proper distribution of water.

C. Fertilization:

Lawns shall be fertilized 3 times a year as warranted with a commercial fertilizer.

D. Weed Control:

1. Pre-Emergent Control
   All areas of natural ground and all turf shall be treated with pre-emergent herbicide in the spring between March 15 and April 15. The pre-emergent must receive ½ inch of rain or be watered within ten days of the application.

2. Post Emergent Control

a. All areas shall be kept free weeds. Chemical or mechanical means may be used as appropriate. Weeds shall be controlled in turf areas.

b. One application of a weed control chemical in the late summer or early fall should be made. Before applying herbicide, the type of weed shall be identified and the control selected accordingly, using the most effective control for the species, the location and the season.

c. Weeds will not be allowed to grow in paved areas such as walls, curbs, gutters, etc. Weeds may be removed naturally or sprayed with herbicide. Dead weeds will be removed from the paved areas.

d. The Contractor will provide the Manager of the Association with the labeling for each herbicide proposed before the product is sprayed. The post-emergent shall be sprayed at the manufacture's recommended rates.

e. Disease and Insect Control:

1. Healthy plants and lawns should be able to withstand minor disease and insect damage without control if proper fertilization, mowing and water management is maintained. Routine application of pesticides shall not be practiced as it destroys the natural predator-prey relationship in the environment.
2. Where unusually high infestations or infections occur, an accurate identification of the disease or insect shall be made and control selected with care.

Ground Cover Area/Shrub Areas:

Edging:

Established ground covers bordering sidewalk or curbs shall be edged as often as necessary to prevent encroachment. Ground covers shall not be allowed to touch or cover the crowns of shrubs or trees.

Pruning:

1. Shrubs shall be pruned only as necessary to maintain their current geometric shapes.

Weed Control:

Pre-emergent: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.
The chosen chemical will be recommended and legally approved for the specific weed problem. The Manager of the association shall be provided with the product labeling before the treatment is applied.

Fertilization:

1. Fertilizer shall be applied annually on most shrubs and vines. The number of applications will be dependent on the type of fertilizer used and the type and age of plant material. Plants that have reached maturity may not require annual fertilization.

2. All plants shall be observed for signs of nutrient deficiencies and treated to correct deficiencies throughout the year. Nutrient deficiency shall be brought to the attention of the Manager of Association and properly identified prior to treatment.

Mulch Areas/Granite areas:

Mulch all areas using client approved mulch. Mulched or decomposed granite areas will be inspected on days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. Mulched areas will be raked as necessary to remove debris, preserve attractive appearance and to maintain the mulch material within controlled borders.

Irrigation System:

1. The irrigation shall be operated at an appropriate seasonal schedule, using the least amount of water necessary to maintain the growth, health and vigor of all landscape plant materials. Watering shall be done at night or early morning, unless notified otherwise.

2. Contractor will inspect, locate, move and /or replace and or/ adjust any sprinklers that spray toward buildings, structures, cars, fences, etc.

3. Repairs to sprinklers equipment damaged by mowers or equipment operated by the contractor shall be the responsibility of the contractor at no cost to the customer.

4. Perform sprinkler check/ inspection after each mowing.

5. Report and flag all water leaks and or/ system malfunctions to customer. This includes faulty equipment, vandalism or accidental damage caused by others. Cost of labor and material to perform repair is an extra and shall be paid for by the customer upon authorization. If the contractor is required to make emergency repairs or adjustments other than the regularly scheduled visits, a minimum charge will apply.

6. When sufficient amount of rainfall has occurred, the Contractor will turn off the irrigation system until it is necessary to water again. In some circumstances, water scheduling may be limited by local watering restrictions.

Debris Cleanup:

1. Litter and trash including leaves, rubbish, paper, bottles, cans, rocks, gravel and other debris shall be removed from all areas on a weekly basis. Contractor will dispose of it.

2. Hardscape shall be swept or blown free of debris weekly.

3. All soil shall be re-graded, as necessary, on a weekly basis.

Tenley Garcia

Secretary

MARIPOSA
LANDSCAPES INC

CITY OF
OXNARD
CALIFORNIA

City of Oxnard
Request for Bid
PW21-73R

LANDSCAPE MAINTENANCE SERVICES FOR MEDIANS AND PARKWAYS

Bid Close Date: June 4, 2021
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com
6232 SANTOS DIAZ ST., IRWINDALE, CA 91702 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49
Our Core Values – Safety • Teamwork • Quality • Integrity

6.0 COMPANY PROFILE

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

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

BIDDER'S RESPONSE: Corporation

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

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** * Please see attached

ii. ***BIDDER'S RESPONSE:*** * Please see attached

iii. ***BIDDER'S RESPONSE:*** * Please see attached

iv. ***BIDDER'S RESPONSE:*** * Please see attached

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: * Please see attached

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

BIDDER'S RESPONSE: *Please see the attached

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE: Terry Noriega and Antonio Valenzuela, Secretary

F. **Credentials/Resumes/Certifications/Licenses:**

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

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

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i.	***BIDDER'S RESPONSE:*** * Please see attached
ii.	***BIDDER'S RESPONSE:*** * Please see attached
iii.	***BIDDER'S RESPONSE:*** * Please see attached
iv.	***BIDDER'S RESPONSE:*** * Please see attached
v.	***BIDDER'S RESPONSE:*** * Please see attached
vi.	***BIDDER'S RESPONSE:*** * Please see attached

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

6.0 Company Profile

A. Business Name and Legal Business Status

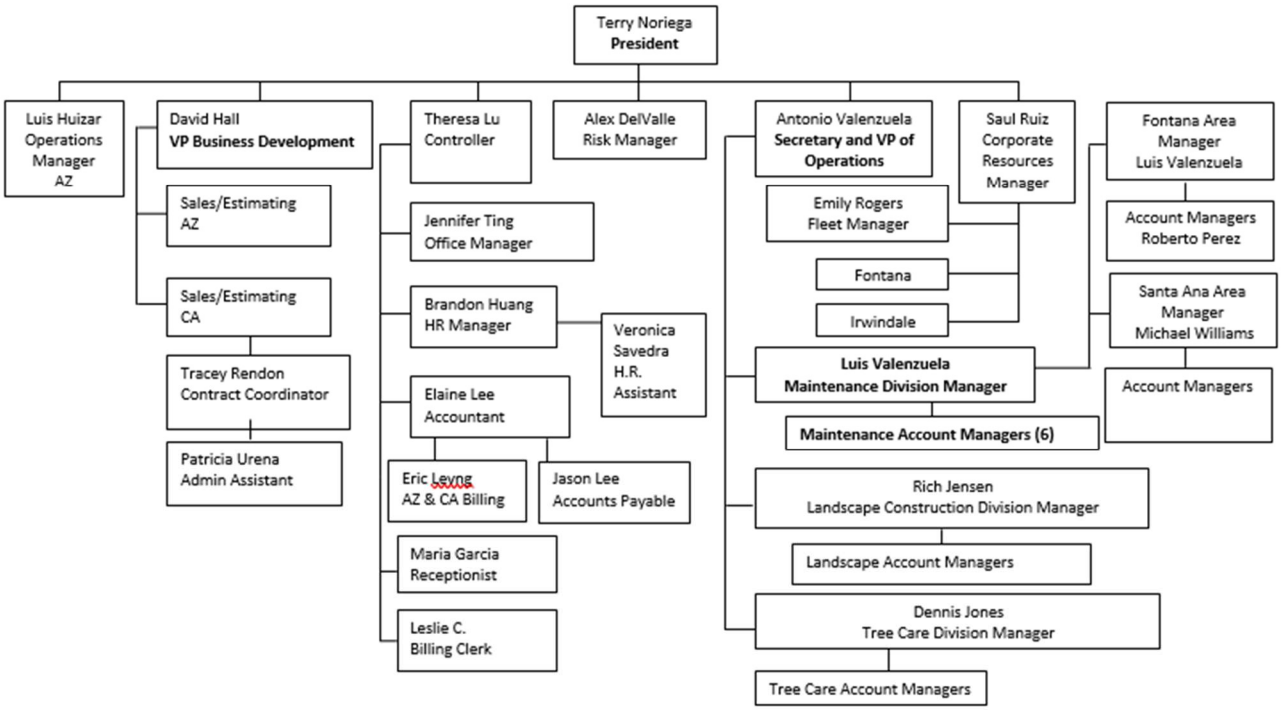
Mariposa Landscapes, Inc.
Business Status: Corporation

B. Company Overview

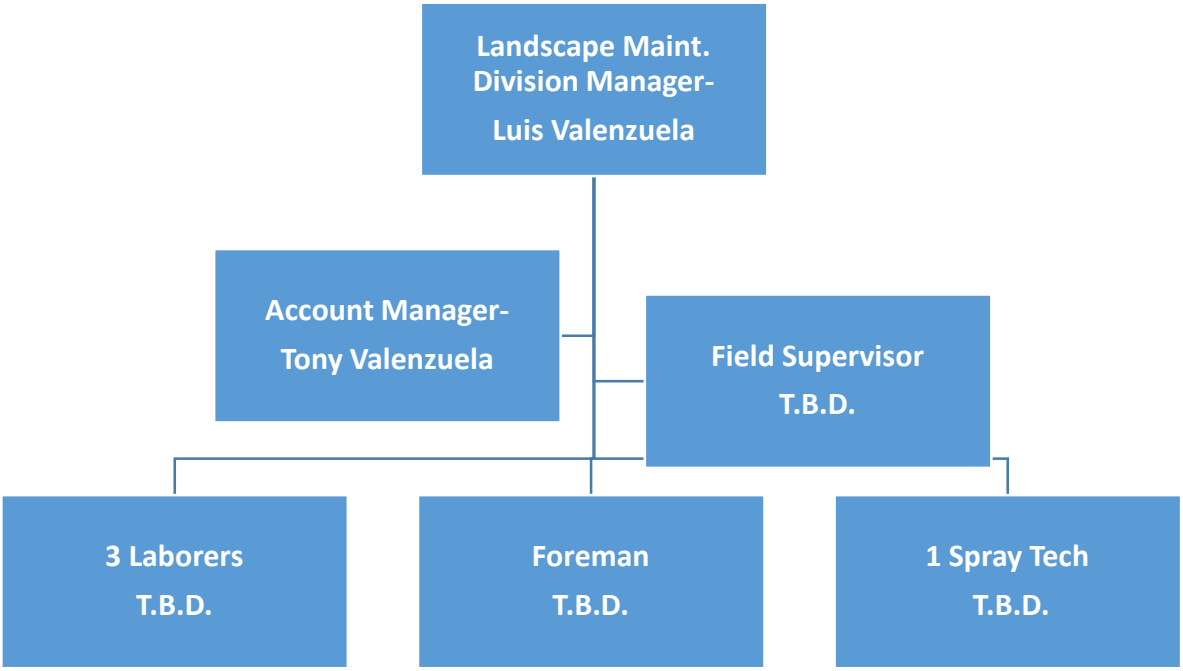
i. Terry Noriega continues to be the sole owner of Mariposa Landscapes, Inc. No contributions have been made to any Elected Officials.

ii. Company Hierarchy

ORGANIZATIONAL CHART



Project Specific Organizational Chart



iii. In 1977, Terry Noriega, established Mariposa Landscapes, Inc. in Rosemead, California. Mariposa Landscapes, Inc. has been in business under the present name for 24 years. Prior, Mariposa Landscapes Inc. conducted business under the name Mariposa Horticulture Enterprises for a duration of 20 years.

Mariposa Landscapes, Inc. has over 40 years of experience conducting the type of work as that required by the City of Oxnard for many other municipalities.

Mariposa is a full-service landscape company, with both Construction, complete Tree Service Operations, and Interior Plant Maintenance Divisions. In addition to the required C-27 license, we carry A, C-61/D-49, and C-31 licenses. This diversity of capabilities and proven expertise is not found with other landscape maintenance competitors.

We have over 400 employees including Certified Irrigators, Certified Landscape Techs, Certified Arborists and Pest Control Advisors. Mariposa owns 90% of all vehicles and equipment used in its operations. Our entire fleet of equipment is less than 5 years old and well maintained by our in-house mechanics who can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules. We are available 24 hours a day through the answering service to address emergency call outs.

iv. Our organizational structure with local accountabilities, and strategically located operating yards, have also helped us to deliver the highest levels of service and quality to our clients. We have a total of 8 offices located within Southern California. Should we be awarded, this contract will be serviced from our Somis office location. Staff allocation varies according to season. We currently have up to 20 employees.

C. Interest in Other Business

Terry Noriega, President of Mariposa Landscapes, Inc., is also President of Mariposa Tree Management.

D. Litigation

None

E. Members Authorized to Negotiate and Execute an Agreement

Terry Noriega, President
Antonio Valenzuela, Secretary
Theresa Lu, Treasurer

F. Credentials/Resumes/Certifications/Licenses

Mariposa has experienced dedicated professionals who make up the management and supervisory personnel. All employees receive ongoing training through a detailed training program. The combination of qualified dedicated management and well-trained workers enables us to provide professional levels of landscape installation and maintenance.

i. <u>Terry Noriega - President</u>

- 40+ years of experience in landscape installation and maintenance
- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors License:
  - C-27 –Landscaping
  - A –Engineering
  - C61/D49 –Tree Trimming
- Pest Control Advisor:
  - Insects, Mites and Other Invertebrates
  - Plant Pathogens
  - Nematodes
  - Vertebrate Pests
  - Weed Control
  - Plant Growth Regulators
- Qualified Applicator License: Categories A, B, C, D, E, F, H
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
  - Certified Arborist: International Society of Arboriculture: #WE-1182A
  - Certified Consulting Arborist (candidate): American Society of Consulting Arborists
- Certified Playground Safety Inspector
- Arizona Contractors License: ROC178088 K-21
- Arizona, Qualifying Party License: #8263
- Arizona Pest Control Business License: #8246

ii. <u>Antonio Valenzuela – Vice President of Operations</u>

- Over 20 years of experience in landscape maintenance, and irrigation troubleshooting
- Qualified Applicator Certificate: Category B, C, F
- Certified Landscape Technician:
  - Ornamental Maintenance
  - Turf Maintenance
- Backflow Certification in Los Angeles County
- Landscape Water Auditor: Cal Poly SLO
- Certified Landscape Professional
- Certified Playground Safety Inspector
-

iii. <u>David Hall – Vice President of Business Development</u>

- 40+ years of experience in landscape operations, business management and development.
- Education:
  - Moorpark Community College
  - Pepperdine University School of Business
- California Contractor's License: C27 Landscaping
- Texas Irrigator License LI 19320
- Affiliation's past and present:
  - Associated Building Contractors of Los Angeles member
  - Home Builder's Association of Central Arizona – Board of Directors
  - Southern California Building Industry Association – VP Associates
  - Building Industry Association LA/Ventura – Board of Directors
  - San Antonio Irrigation Association (SAIA) Member
  - Greater San Antonio Builders Association (GSABA) Member

iv. <u>Luis Valenzuela – Landscape Maintenance Division Manager, Southern California</u>

- Over 24 years of experience in landscape and construction operations
- Qualified Applicator Certificate: Category B
- Certified Landscape Technician: Irrigation
- Certified Arborist: International Society of Arboriculture: # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Luis Valenzuela is the Landscape Maintenance Division Manager for the Southern California region. He will be the person overlooking the Account Manager. He will also be one of the primary contacts for the City of Oxnard. Luis has over 24 years of work experience in landscape and construction operation conducting and overseeing Public Works, Commercial and Residential work. He brings forth vast experience in all aspects of irrigation: maintaining, repairing and diagnosis, maintenance, and arbor care.

Luis is responsible for all aspects of project management with an emphasis on safety, high quality work, operational efficiency, and exemplary customer service. He, along with the Account Manager and Foreman will conduct walk-throughs to ensure that punch lists are completed and will institute improvements to enhance the quality of work.

v. <u>Tony Valenzuela- Account Manager</u>

- Qualified Applicator License: Category B, C
- Certified Landscape Technician
- Ornamental Maintenance
- Certified Playground Safety Inspector
- Irrigation Troubleshooting
- Certified Landscape Professional (in progress)
- Smart Water Manager
- Qualified Water Efficient Landscaper

Tony Valenzuela will be the person in-charge and responsible for project management, communication with Foreman, maintenance crew and will also serve as a primary contact with the City of Oxnard. He has over 10 years of work experience conducting and overseeing Public Works, Commercial and Residential landscape maintenance work.

Tony is responsible for all aspects of project management, emphasizing safety, high quality work, operational efficiency, and exemplary customer service. He also conducts walk-throughs to ensure that punch lists are completed and institutes improvements to enhance the quality of work.

Organization Memberships and Staff Certification

We are dedicated to having the best-trained workforce in the industry. As members of the California Landscape Contractors Association, we participate in the training programs offered by this industry organization. The CLCA sponsors a rigorous "hands-on" test administered under actual field conditions. With only a 20% first time pass rate, only the best workers can obtain the designation of CLT or Certified Landscape Technician. All the managers and supervisors in our company have the CLT designation. No other contractor of our size and diversity in Southern California has achieved this many certifications.

We are members of the following organizations:

- CACM (California Association of Community Managers)
- CAI Orange County (Community Association Institute)
- CAI Los Angeles (Community Associations Institute)
- CAI Greater Inland Empire (Community Association Institute)
- CAI Coachella Valley (Community Association Institute)
- ASA (American Subcontractors Association)
- BIA Southern California (Building Industry Association)
- BIA Orange County (Building Industry Association)
- BOMA IE (Building Owners and Managers Association)
- CLCA (California Landscape Contractors Association)
- ISA (International Society of Arboriculture)
- CAPCA (California Association of Pest Control Advisors)

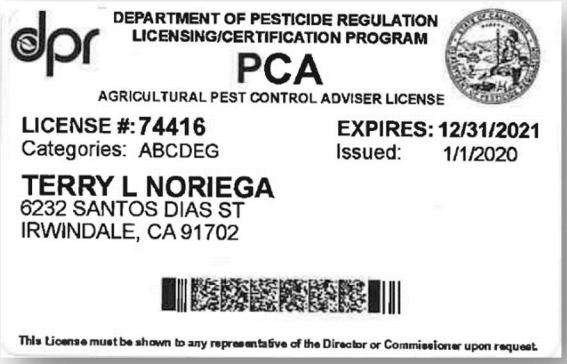
Licensing and Certifications

- California Contractor License 592268 C27-Landscaping, Class A-Engineering, C31 Traffic Control, C61/D49 Tree Services
- Certified Arborists on staff
- Certified Tree Workers on staff
- Tree Work – Line Clearance Certified
- Tree Work – Line Clearance Certified Instructor
- Certified Playground Equipment Inspectors
- Certified Water Auditor
- Certified Backflow Inspectors
- Licensed Pest Control Company/Pest Control Advisor
- Certified Pest Control Applicators on staff

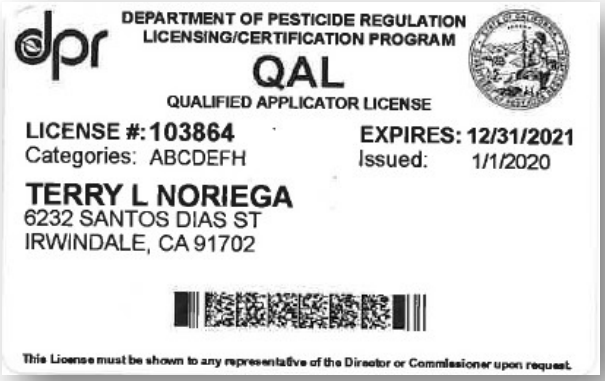
Licenses

California Contractor's License

Pest control adviser license



Qualified applicator license



ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

The City reserves the right to award to multiple vendors. Awards will be based on lowest bidder per region. Being awarded one region does not guarantee award of all regions. A single award may be issued, if a single vendor is the lowest bidder for all regions. Vendors are not required to bid on all regions to be considered for award. Vendors should bid based on their capacity. Vendors must have the capacity to service all regions the vendor chooses to submit a bid on that is included in this solicitation. If a bidder is awarded more than one region the awarded bidder is expected to have separate crews for each region awarded. Work in each region shall be conducted simultaneously.

Scheduled Landscape Maintenance

The Vendor(s) shall provide monthly Landscape Maintenance Services within the City's medians and parkways.

	Monthly Cost
Region 1	**$48,378.00**
Region 2	**$54,864.00**
Region 3	**$55,222.00**
Non-Selective herbicide application	**$ 1,800.00 /acre**
Hourly Rate for as-needed tasks	**$ 40.00 /hour**
Material markup rate for as-needed tasks	**15 %**

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	None_____	#03	_____
#02	_____	#04	_____

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

ATTACHMENT B

COMPANY INFORMATION

Name of Company: Mariposa Landscapes, Inc.

Address: 6232 Santos Diaz Street, Irwindale, CA 91702

Service to provide: Landscape Maintenance

Main Point of Contact: Brandon Park

Fed Tax ID: 95-4245898 City Tax ID: 22-00084407

E-mail: Estimating@mariposa-ca.com Phone: (626) 960-0196

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

11.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

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

a. ***BIDDER'S RESPONSE:*** Terry Noriega, President and Antonio Valenzuela, Secretary

b. ***BIDDER'S RESPONSE:*** *Please refer to Credentials/Resumes/Licenses section in the Bid Proposal

c. ***BIDDER'S RESPONSE:*** *Please refer to Credentials/Resumes/Licenses section in the Bid Proposal

d. ***BIDDER'S RESPONSE:*** *Please refer to Credentials/Resumes/Licenses section in the Bid Proposal

e. ***BIDDER'S RESPONSE:*** *Please refer to Credentials/Resumes/Licenses section in the Bid Proposal

CERTIFICATIONS

I, Terry Noriega , a duly authorized agent of Mariposa Landscapes, Inc.

Printed Name of Agent/Officer **Name of Organization**

hereby certify that Mariposa Landscapes, Inc. by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified, and obligations set forth therein.

Signature: Date: 05/27/2021

Title of Agent/Officer: Terry Noriega, President

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

ATTACHMENT C
REFERENCES

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

Reference 1	
Company name:	City of Newport Beach
Address:	592 Superior Ave., Newport Beach, CA 92660
Contact person:	Kevin Pekar, Landscape Manager
Email address:	kpekar@newportbeachca.gov
Telephone address:	(949) 644-3069
Project name:	City of Newport Beach - Landscape Maintenance
Dates worked performed:	2016 - Present
Summary of scope of services:	Irrigation maintenance, Turf maintenance, Ground cover maintenance, shrub, vine and tree maintenance, Hard scape maintenance, Sand/wood chip area maintenance, Sod Installation, Drinking fountain maintenance. Specialty/Sports Athletic Area maintenance
Project cost:	$2,795,680.61 (Monthly)

Reference 2	
Company name:	City of Tustin
Address:	300 Centennial Way, Tustin, CA 92780
Contact person:	Christine Zepeda, Landscape Contract Supervisor
Email address:	czepeda@tustinca.org
Telephone address:	(714) 573-3174
Project name:	(714) 573-3174
Dates worked performed:	2015 - Present
Summary of scope of services:	Landscape Maintenance -LMD Areas, Turf Maintenance, Irrigation System Maintenance, Facility Maintenance, weed, rodent and pest

	control, hard scape maintenance and trash pickup.
Project cost:	$654,622.48 (Monthly)

Reference 3	
Company name:	City of Rancho Cucamonga
Address:	9153 9th St., Rancho Cucamonga, CA 91730
Contact person:	Steve Relph, Maintenance Supervisor
Email address:	steve.relph@cityofrc.us
Telephone address:	(909) 774-4116
Project name:	Landscape Maintenance of Medians and Parkways
Dates worked performed:	1989 - Present
Summary of scope of services:	Shrub, Ground cover, Vine and Landscape mulch maintenance. Tree maintenance, Pest control, hard scape maintenance, restroom maintenance, drinking fountain, Pipe chase maintenance.
Project cost:	$1,616,211.09 (Monthly)

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

BIDDER'S RESPONSE: *Please see the attached list

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

BIDDER'S RESPONSE: None

List of awarded contracts- last three years

Year	Amount	Company	Location	Contact	Phone
1/2/2018	$155,916.00	First American Corporate Campus (CW)	City of Santa Ana	John Harlan	(714) 250-6661
1/2/2018	$38,244.00	First American MPOA (CW)	City of Santa Ana	John Harlan	(714) 250-6661
4/1/2018	$125,152.32	RIVCO Regional Parks -2018	Riverside County	Shawn Huggard	(951) 543-5289
5/1/2018	$10,344.00	Flower Sreet Lofts (PCM)	City of Los Angeles	Priscilla Naiman	(213) 880-4276
5/1/2018	$41,529.84	MWD - Etiwanda Reservoir	City of Rancho Cucamonga	John Niedhamer	(909) 228-4973
5/1/2018	$355,440.00	Fillmore Landscape Maintenance	City of Fillmore	David Smallwood	(805) 207-7792
6/5/2018	$38,508.00	Hanson Aggregates - Irwindale	City of Irwindale	Mike Hanna	(626) 945-4861
7/1/2018	$618,154.00	City of Rancho Cucamonga-LMD's	City of Rancho Cucamonga	Steve Relph	(909) 477-2730*4116
7/1/2018	$295,374.00	City of Palm Desert Area 9	City of Palm Desert	Brad Chuck	(760) 423-3392
7/1/2018	$116,224.00	City of Moreno Valley- Zone 2	City of Moreno Valley	Dan Monto	(951) 413-3485
7/1/2018	$236,890.00	City of Moreno Valley-Facilities	City of Moreno Valley	Dan Monto	(951) 413-3485
7/1/2018	$243,835.00	City of Placentia	City of Placentia	Joel Cardenas	(714) 993-8112
7/17/2018	$16,680.00	500 W Wodbury Rd (FCCU)	City of Altadena	Debby Minero	(800) 944-2200
8/1/2018	$38,340.00	Foothill Gardens HOA (8/1/18)	City of Azusa	Pamela Willams	(626) 334-2229
9/1/2018	$21,600.00	Woodglen Apartments (DRES)	City of West Covina	Andrew Heidenreich	(626) 919-8776
9/7/2018	$16,135.00	City of Los Angeles- 7th St.	City of Los Angeles	Alfred Pinnaro	(818) 795-5752
9/7/2018	$21,516.00	City of Los Angeles- West Valley	City of Los Angeles	Alfred Pinnaro	(818) 795-5752
9/10/2018	$202,032.00	The Ziani HOA (SBM)	City of Aliso Viejo	Eron A Kaylor	(949) 672-9075
10/1/2018	$42,984.00	City of Vernon	City of Vernon	Vince Rodriguez	(213) 583-8811
10/1/2018	$78,108.00	City of Gardena	City of Gardena	Wes Ige	(310) 217-9564
10/1/2018	$90,606.00	LAPD Ahmanson Training Ctr	LAPD Ahmanson Training Ctr	Alfred Pinnaro	(818) 795-5752
10/1/2018	$225,000.00	City of Pico Rivera	City of Pico Rivera	Gary Mendibles	(562) 755-3364
10/1/2018	$88,116.00	City of Artesia	City of Artesia	Melissa Burke	(562) 865-6262
10/1/2018	$42,984.00	City of Vernon Grounds Maint.	City of Vernon	Vince Rodriguez	(213) 583-8811
10/15/2018	$7,140.00	Tocino Mountain View HOA - (CMGI)	City of Duarte	Frank Howe	(909) 399-3103
11/15/2018	$3,576.00	HD Supply - Azusa	City of Azusa	Oscar Luna	(951) 256-0838
12/1/2018	$1,000.00	Palm Desert on Call Support Services	City of Palm Desert	Randy Chavez	(760) 246-0611
12/1/2018	$30,000.00	St. Stevens Orthodox Cathedral	City of Alhambra	Robert Kral	(626) 535-1498
12/14/2018	$6,600.00	Mountain Valley Express	City of Paramount	Shawn Medina	(562) 254-0036
2/1/2019	$99,888.00	City of Bell	City of Bell	Robert Linton	(323) 588-6211
2/5/2019	$522,900.00	City of Arcadia	City of Arcadia	Dave Thompson	(626) 256-6676
2/14/2019	$9,780.00	Ayzenberg - Pasadena	City of Pasadena	Michael Lund	(626) 379-6316

List of awarded contracts- last three years

Year	Amount	Company	Location	Contact	Phone
4/22/2019	$238,080.00	Coachella Valley Water District	Coachella Valley Water District	Brice Kirk	(760) 398-2661
5/1/2019	$11,400.00	Greenhill Apartments (DLRM)	City of Thousand Oaks	Sherri Foster	(805) 496-6011
7/1/2019	$125,062.00	City of Monterey Park	City of Monterey Park	Rudy Valenzuela	(626) 926-9010
7/1/2019	$48,924.00	City of Bell- Housing	City of Bell	Christina Pena	(323) 560-1179
7/1/2019	$652,968.00	City of Tustin- Landscape & LLD	City of San Bernardino	Christine Zepeda	(714) 573-3147
7/1/2019	$1,406,914.00	City of Tustin- Gen. Fund	City of Tustin	Christine Zepeda	(714) 573-3147
7/1/2019	$188,136.00	Desert Hot Springs Zone 1 & 2	City of Desert Hot Springs	Nicholas Haecker	(661) 902-9987
7/1/2019	$88,325.00	Moreno Valley- WQB	Moreno Valley	Dan Monto	(951) 413-3485
7/1/2019	$462,521.64	Exposition Park	City of Los Angeles	Ana M Lasso	(213) 448-6981
9/1/2019	$946,620.00	City of Santa Monica	City of Santa Monica	Miguel Ramos	(310) 458-8974
9/1/2019	$166,200.00	Palisades Hills HOA (DRL)	Pacific Palisades	Mitch Sack	310-877-4878
9/1/2019	$78,108.00	SBCTA Rte 210 & Pepper Ave	City of San Bernardino	Tim Kirkley	(909) 884-8276
10/1/2019	$14,880.00	Double Tree Hotel - Monrovia	City of Monrovia	Robert Torres	(323) 402-6508
12/1/2019	$34,740.00	Foothill HOA (IPM)	City of Montebello	Winnie Poon	(626) 677-8866
12/20/2019	$97,128.00	Cal-American	City of Rosemead	Louie Romero	(626) 286-9420
1/1/2020	$2,150,783.16	City of Fontana	City of Fontana	Sergio Quiroz	(909) 350-6704
1/1/2020	$1,268,734.00	City of Fontana- Area 3	City of Fontana	Michael Springer	(626) 224-4875
1/1/2020	$2,150,783.16	City of Fontana - Area 2	City of Fontana	Sergio Quiroz	(909) 350-6704
2/18/2020	$55,068.00	City of Santa Paula- Harding Park	City of Santa Paula	Ulises Valenzuela	(805) 933-4226
3/1/2020	$64,380.36	Los Angles Public Libraries	City of Los Angles	Alexander Tagle	(213) 228-7463
3/1/2020	$50,268.00	La Public Libraries- Western	City of Los Angles	Alexander Tagle	(213) 228-7463
3/1/2020	$15,600.00	Amazon Moreno Valley (MMCP)	Moreno Valley	Angela Vangorkum	(951) 710-3013
3/1/2020	$8,496.00	Slauson and Industry - Pico Rivera (LBA)	City of Pico Rivera	Brandie Osborn	(805) 208-3034
5/1/2020	$105,552.00	City of Irwindale	City of Irwindale	Elizabeth Rodriguez	(626) 653-3692
5/1/2020	$20,940.00	Meadowbrook Senior Living (DS)	City of Agoura Hills	Troy Byington	(818) 991-3544
7/1/2020	$293,203.56	City of Rancho Cucamonga LMD-4R	City of Rancho Cucamonga	Steve Relph	(909) 477-2730*4116
7/1/2020	$61,752.00	Indio Water Authority	City of Indio	Miguel Pena	(706) 250-4317
8/7/2020	$115,643.04	Riverside County Sheriff (BDUN)	Riverside County	John Mylles	(951) 212-2655
8/10/2020	$32,752.20	Riverside County Sheriff (FONT)	Riverside County	John Mylles	(951) 212-2655
9/1/2020	$255,672.00	LACOPW Medians - Altadena	County of Los Angeles	Amber Turner	(626) 458-4199
9/1/2020	$252,396.00	LACOPW Medians - Compton	County of Los Angeles	Amber Turner	(626) 458-4199
9/4/2020	$27,060.00	Old Dominion Freightline (IRW)	City of Irwindale	Eddie Oftelie	(626) 303-9500
10/12/2020	$641,360.00	City of Los Angeles-North Central	City of Los Angeles	Hector Banuelos	(213) 847-3110
11/1/2020	$250,260.00	City of Rancho Mirage- Housing	City of Rancho Mirage	Joseph Carpenter	(760) 770-3210
11/1/2020	$20,700.00	Waste Management (Arrow Hwy BDPK)	Baldwin Park	Cheryl Lautman	(626) 856-1217
12/1/2020	$11,820.00	Belmont Village Hollwwood (DS)	Hollywood	Matthew Balsavich	(442) 204-4229
1/1/2021	$54,155.00	City of Moreno Valley-Det. Basin	City of Moreno Valley	Hoang Nguyen	(951) 413-3485
1/1/2021	$92,196.00	City of Brea	City of Brea	Bill Bowlus	(714) 990-7694
1/1/2021	$16,800.00	Belmont Village - Thousand Oaks (DS)	City of Thousand Oaks	Chris Calderon	(805) 496-9301

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

1. If so, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Terry Noriega

depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)

of Mariposa Landscapes, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

Terry Noriega, President 05/27/2021

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On May 27th, 2021 before me, Brandon James Williamson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

BRANDON JAMES WILLIAMSON
Notary Public - California
Los Angeles County
Commission # 2354892
My Comm. Expires Apr 19, 2025

Signature _____ **(Seal)**

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 2852
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

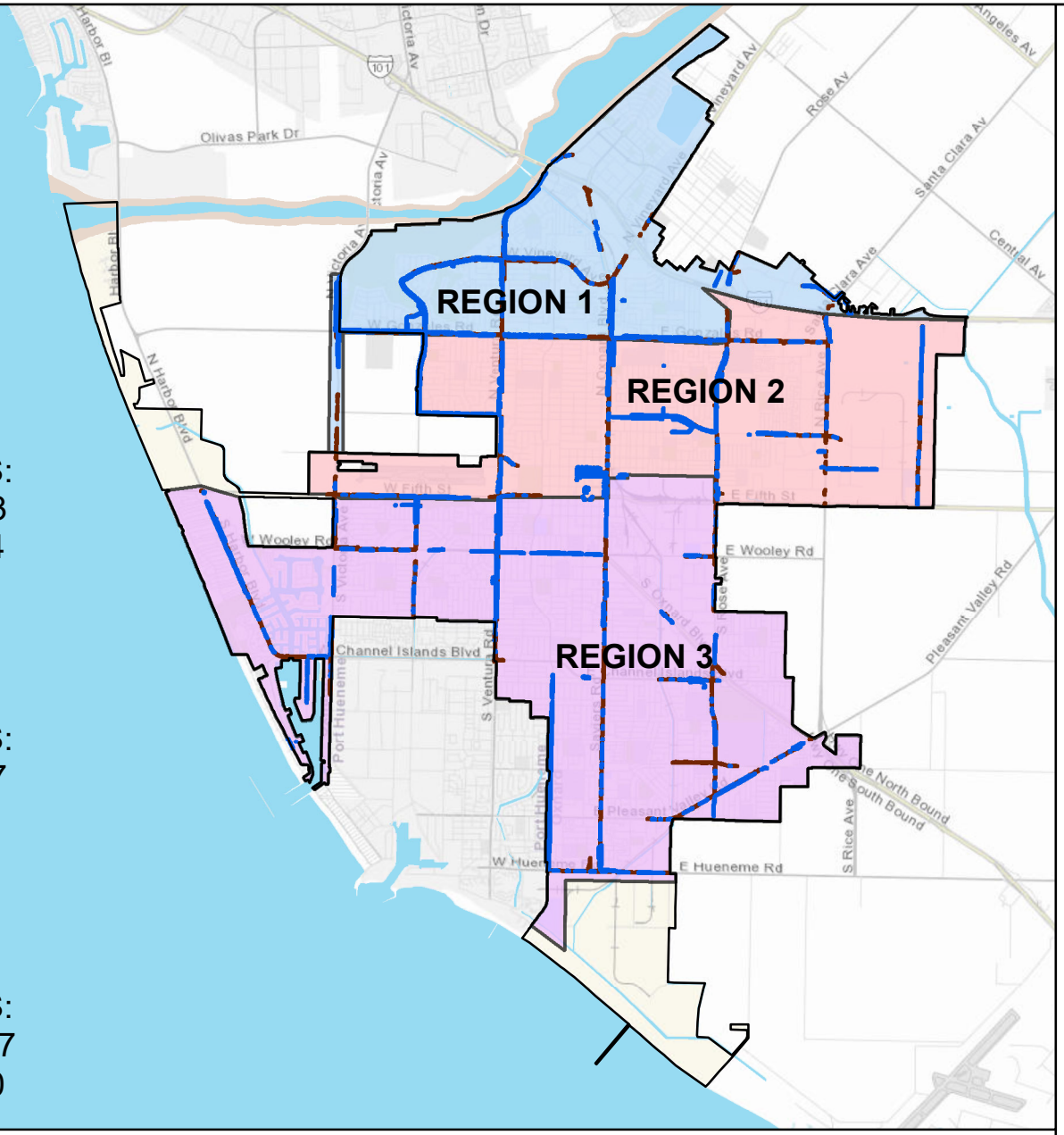
Alan Holmberg, City Attorney

GENERAL SERVICES MAINTENANCE AREAS

REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES

TREES ALONG ARTERIAL STREETS: ~6,660 TREES

CITY OF OXNARD CALIFORNIA

0 0.5 1 2 Miles

N W E S

Medians & Parkways

Hardscape

City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

MONTHLY MEDIAN LANDSCAPE SERVICES WITH GARCIA'S LANDSCAPING MAINTENANCE, INC. AND MARIPOSA LANDSCAPES, INC.

City Council
June 29, 2021

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That City Council approve and authorize the Mayor to execute agreements with Garcia's Landscaping Maintenance, Inc. and Mariposa Landscapes, Inc. for a total not to exceed amount of $6,025,000 for a three-year term ending June 30, 2024:

1. Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a total not to exceed amount of $1,900,000 in Region 1;

2. Agreement A-8345 with Mariposa Landscapes, Inc. for a total not to exceed amount of $2,125,000 in Region 2; and

3. Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a total not to exceed amount of $2,000,000 in Region 3.

BACKGROUND

- Voters passed Measure E sales tax initiatives in November 2020.
- Measure E allows the City to re-invest in Oxnard through community identified recovery and relief priorities.
- City Council Priority 2 for use of Measure E funds includes the restoration of proper maintenance to the parks, parkways and medians, and citywide trees.
- Funding for these agreements is included in the FY 2021-22 proposed budget.

DISCUSSION

- Request for Bid (RFB) PW 21-73R for the monthly maintenance of the parkways and medians within the arterial streets was released on May 21, 2021

- Bids included monthly rates for these landscaping services throughout the City based on regions of approximately equal size

Region	Landscape	Hardscape
Region 1	33.3 acres	7.4 acres
Region 2	31.7 acres	10 acres
Region 3	28.97 acres	9.03 acres

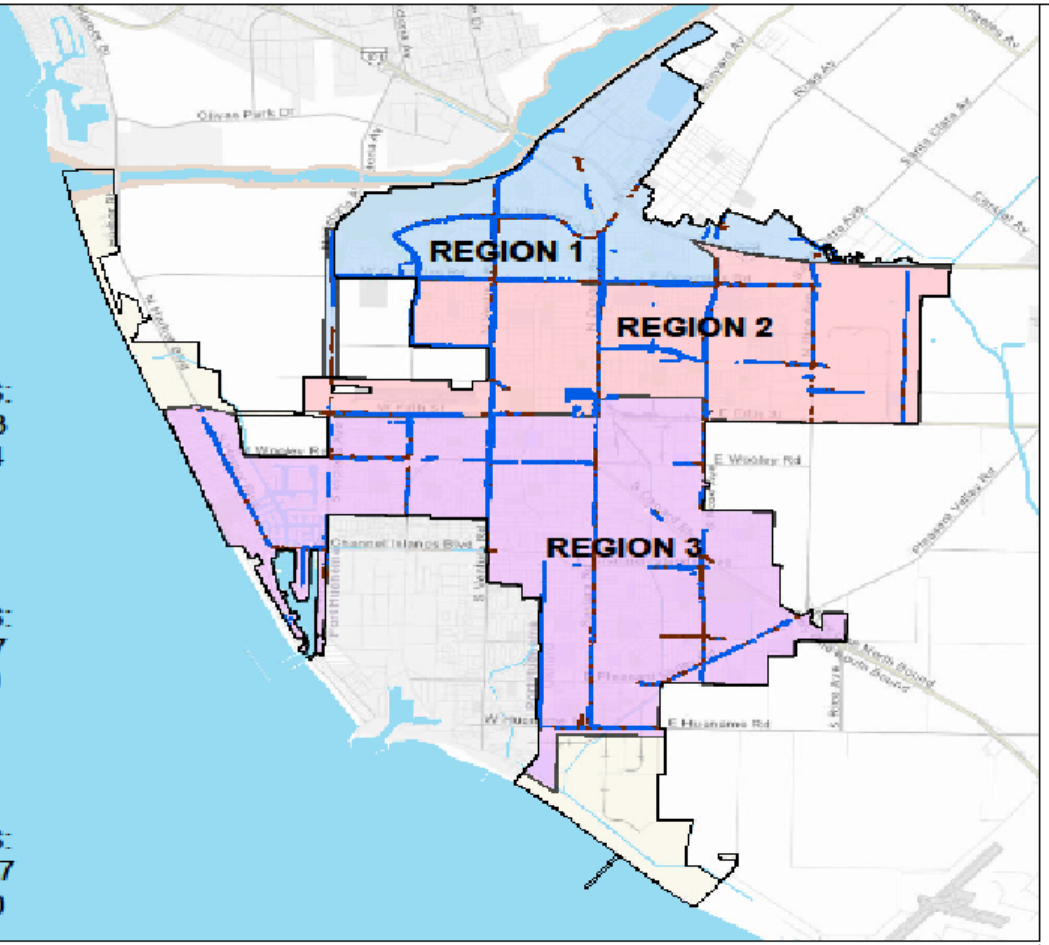
DISCUSSION

GENERAL SERVICES MAINTENANCE AREAS

REGION 1
TREES: 2,149
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

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CITY OF OXNARD

City of Oxnard
Geographic Information Systems
March 2021

0 0.5 1 2 Miles

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Medians & Parkways
Hardscape

DISCUSSION

- Purchasing Department received three (3) responsive bids by the June 4, 2021 closing date:

  -Mariposa Landscapes, Inc.
  -Garcia's Tree Maintenance Services, Inc.
  -Natural Green Landscape, Inc.

- Garcia's Landscaping Maintenance, Inc. was selected as the lowest responsible and responsive bid for both Region 1 and Region 3.

- Mariposa Landscapes, Inc. was selected as the lowest responsible and responsive bid for Region 2.

FINANCIAL IMPACT

- Staff has verified vendor meets all insurance requirements, possesses a business tax certificate and is registered with the California Secretary of State.

- The total not to exceed cost of all three (3) agreements over the three-year term with Garcia's Landscaping Maintenance, Inc. and Mariposa Landscapes, Inc. is $6,025,000 starting July 1, 2021.

- All costs associated with this agreement have been included in the FY 2021-22 Proposed Budget to be adopted June 29, 2021.

FINANCIAL IMPACT

The following table provides the spending plan by fund and fiscal year:

Annual Costs for Monthly Median Landscape Services per Region	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Region 1 Monthly Landscaping (Garcia's)	$576,000	$576,000	$576,000	$1,900,000
Region 1 As-needed services (Garcia's)	$57,333	$57,333	$57,334	
Region 2 Monthly Landscaping (Mariposa)	$603,504	$658,368	$658,368	$2,125,000
Region 2 As-needed services (Mariposa)	$104,829	$49,965	$49,966	
Region 3 Monthly Landscaping (Garcia's)	$612,000	$612,000	$612,000	$2,000,000
Region 3 As-needed services (Garcia's)	$54,666	$54,667	$54,667	
Total	$2,008,332	$2,008,333	$2,008,335	$6,025,000

QUESTIONS?

CITY OF
OXNARD
CALIFORNIA