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

**AMENDED AGENDA**

Appointment Item – D.1 Presentation Attached

Consent Item – L.5 Purchase Order Attached

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

Meeting Location: Council Chambers, 305 West Third Street

September 6, 2022

**Closed Session - 4:30 PM**

**Appointment Items - 5:15 PM**

**Regular Meeting - 6:00 PM**

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

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 851 9836 6818**
3. **Passcode: 639105**

**If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.**

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

    a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.

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)**

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

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

* The City has filed pre-election and post-election lawsuits regarding the validity 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 REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: 300 West Fifth Street (APN 202-0-103-245)
Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager; Alex Nguyen, City Manager;
Negotiating Party: Guy Hamilton
Under Negotiation: Price and terms of payment
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:15 PM)

1. City Manager Department
SUBJECT: Presentation by Ventura County Director of Airports Regarding Oxnard Airport. (15/15/10)
RECOMMENDATION: That the City Council receive a verbal report from the Ventura County Director of Airports regarding Oxnard Airport.
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Update by Oxnard-Ocotlan Sister Cities Committee Visitation.

2. SUBJECT: Presentation of a Proclamation Designating the Week of September 17 - 23, 2022 as "Constitution Week."

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to

adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (5/5/5)

RECOMMENDATION: That the City Council re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) the current COVID-19 situation, particularly with its variants, is causing, and will continue to cause, imminent risks to the health and safety of persons within the City, including City Council members, City staff, appointed officials, and members of the public; (ii) state and local officials continue to impose or recommend measures to promote social distancing; and (iii) the Governor's COVID-19 State of Emergency is still in effect; and (iv) numerous public agencies throughout Ventura County are still operating in accordance with Assembly 361, for the reasons stated herein.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

1. City Manager Department

SUBJECT: Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs).

RECOMMENDATION: That the Mayor, with the approval of the City Council, make the following appointments:

1. To Senior Services Commission: Gloria Chinea (D3); and
2. To Planning Commission: Anna Marie Zielsdorf (D4).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/hads1I4sFZY

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

J. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda

items for discussion later during the meeting.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 30, 2022 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: First Amendment to Agreement A-8192 for Custodial Services for the Oxnard Transit Center (OTC).

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8192 with PBC Commercial Cleaning Systems, Inc., to increase the not to exceed from $436,425 to $536,425, and approve the assignment and amend the company name to CCS Los Angeles Janitorial, Inc.

(Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the:

1. First Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $1,900,000 to $2,415,000 in Region 1;
2. Second Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. increasing the not to exceed amount from $2,125,000 to $2,535,000 in Region 2; and
3. First Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $2,000,0000 to $2,575,000 in Region 3.

(Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement A-8483 with Mariposa Landscapes, Inc. for Basic Landscape Services for Citywide General Fund Parks.

RECOMMENDATION: That the City Council approve Agreement A-8483 with Mariposa

Landscapes, Inc. in the amount not to exceed $758,919 for a 22-month term ending June 30, 2024 for basic landscape services in the General Fund Parks.

(The Public Works and Transportation Committee approved 3-0.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Fire Department
SUBJECT: Purchase Order with Stonewell Bodies For Upfitting Eight (8) Command Vehicles in the amount of $869,632.
RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute a purchase order in the amount of $869,632 for the upfitting of eight (8) Battalion Chief Command vehicles by Stonewell Bodies; and
2. Adopt a resolution declaring the City's intent to be reimbursed for certain capital expenditures from the proceeds of indebtedness related to the purchase of eight (8) Battalion Chief Command vehicles.

(Finance and Governance Committee approved 3-0)
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

6. City Manager Department
SUBJECT: 2023 Meeting Schedule for Legislative Bodies.
RECOMMENDATION: That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority:

1. Select the final Committee date in the month of December; and
2. Adopt the proposed meeting dates for the calendar year 2023.

(This item did not originate in Committee.)
Legislative Body: City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority Board
Contact: Shiri Klima, (805) 385-7487

M. PUBLIC HEARINGS

1. Police Department
SUBJECT: Edward Byrne Memorial Justice Assistance Grant Program FY2022 Local JAG. (0/10/10)
RECOMMENDATION: That City Council conduct a public hearing and adopt a resolution:

1. Ratifying the prior execution and submission of an application for U.S. Department of Justice (DOJ) grant funds in the amount of $99,611 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022 Local Solicitation with no matching fund requirement;

2. Authorizing the City Manager to execute a Memorandum of Understanding with the County of Ventura and the City of San Buenaventura designating the City of Oxnard as the lead agency

and fiscal agent for the JAG;

3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award;

4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget appropriation for the use of JAG funds upon award; and

5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

(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/ITP85ohGglQ
Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

2. Housing Department
SUBJECT: Family Self-Sufficiency Action Plan. (0/5/5)
RECOMMENDATION: That the Board of Commissioners:

1. Hold a public hearing to receive comments concerning the Oxnard Housing Authority Family Self-Sufficiency Action Plan; and

2. Adopt a resolution approving the Oxnard Housing Authority Family Self-Sufficiency Action Plan and authorizing the Housing Director to execute and submit all reports and documents required to comply with federal policies and procedures regarding the Family Self-Sufficiency Action Plan.

(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/bUCs9m7EZ6Y
Legislative Body: Housing Authority
Contact: Emilio Ramirez, (805) 385-8094

N. REPORTS

1. Finance Department
SUBJECT: Authorize Execution and Delivery of Schedule of Property to the Banc of America Master Equipment Lease/Purchase Agreement A-7667 for the Financing, and Leasing of Certain Equipment. (10/5/5)
RECOMMENDATION: That the City Council:

1. Adopt a resolution, approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $1.4 million to reimburse the City for the purchase of

eight Fire Battalion Chief vehicle chassis and provide financing for the upfitting cost of the eight chassis, authorizing the execution and delivery of other documents required in connection therewith, and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution; and

2. Approve the additional proceeds of $366,000 to 8 Command Vehicles Project 222202, for the total costs of $1,326,000 of acquisition and upfitting costs of the eight chassis.
(Finance and Governance Committee approved 3-0.)

Presentation will be live upon Consultant's request.
Legislative Body: City Council
Contact: Betsy George, (805) 200-5400

2. Public Works Department
SUBJECT: Grant Resolution for Caltrans Highway Safety Improvement Program, U.S. Department of Transportation Reconnecting Communities Planning Grant Projects, and Ventura County Transportation Commission Call for Projects. (0/5/5)
RECOMMENDATION: That the City Council adopt a resolution authorizing the City Manager to submit grant applications and execute grant agreements, if awarded, for the Highway Safety Improvement Program for an amount not to exceed $20,000,000 for two grants, Reconnecting Communities Pilot Program for an amount not to exceed $2,000,000, and Ventura County Transportation Commission Call for Projects for an amount not to exceed $5,000,000, and authorizing the Finance Director to submit financial reports and claims for the use of the grant funds, and authorizing the Public Works Director or designee to submit non-financial reports.

(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/CfyJYXF0sB4
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Cultural & Community Services Department
SUBJECT: Approve the Conceptual Design for South Oxnard Aquatics Center. (15/10/10)
RECOMMENDATION: That the City Council approve the conceptual design, Recommended Option, for the South Oxnard Aquatics Center Improvement Project (Project No. 225502). The Aquatics Center will be located within College Park.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

Presentation will be live upon consultant’s request.
Legislative Body: City Council
Contact: Ashley Golden, (805) 385-7478

O. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**APPOINTMENT ITEMS (5:15 PM)**
**AGENDA ITEM NO. D.1**

**DATE:** September 6, 2022

**TO:** City Council

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

**SUBJECT:** Presentation by Ventura County Director of Airports Regarding Oxnard Airport. (15/15/10)

## RECOMMENDATION

That the City Council receive a verbal report from the Ventura County Director of Airports regarding Oxnard Airport.

## BACKGROUND

## STRATEGIC PRIORITIES

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

## FINANCIAL IMPACT

There is no financial impact.

## COMMITTEE OUTCOME

This item did not originate in Committee.

*Prepared by:*

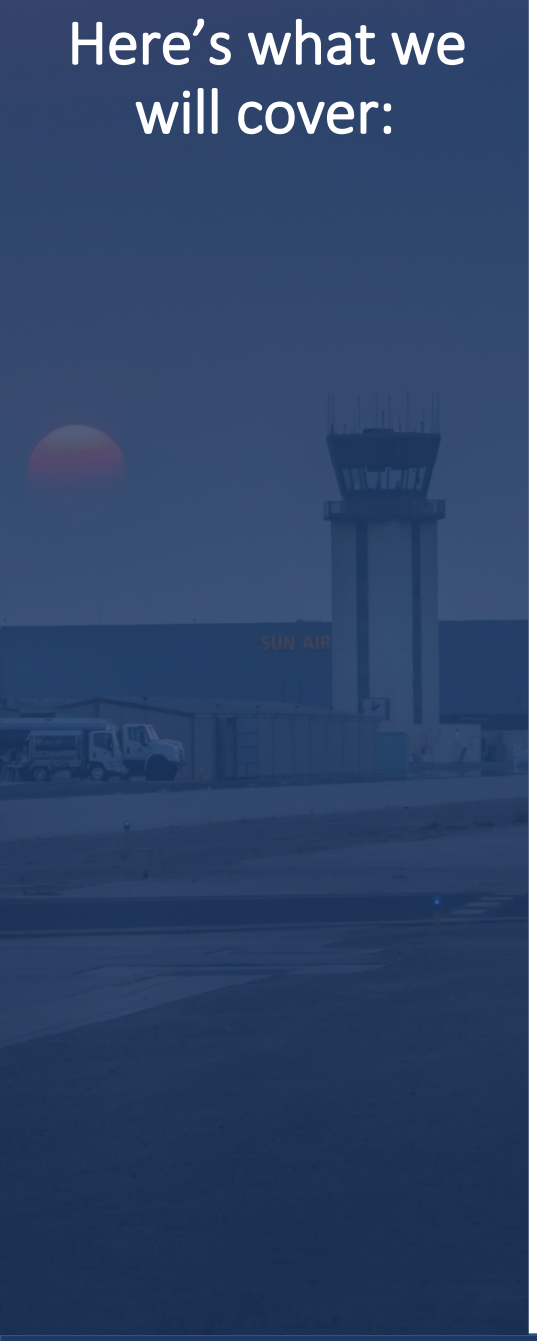
## ATTACHMENTS

1. County of Ventura Department of Airports Presentation 09 06 2022

COUNTY of VENTURA
Department of Airports

# *Presentation*
# *City of Oxnard*
# *September 6, 2022*

Here's what we will cover:



# Presentation Outline

National Plan of Integrated Airport Systems (NPIAS)

Airport and Airways Trust Fund

Airport Budget Highlights

Ventura County Economic Benefit

Noise Abatement Program

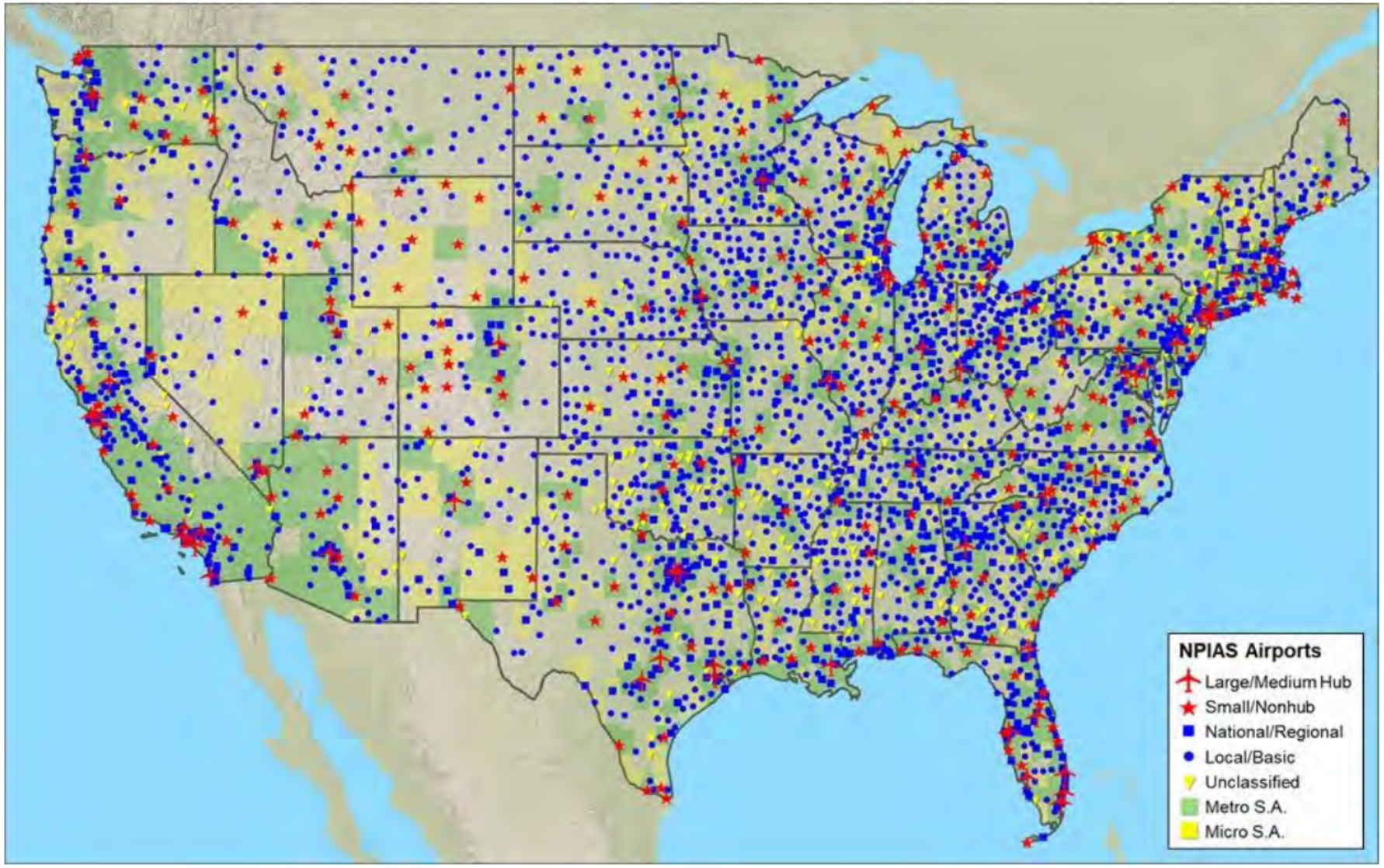
New Aviation Technology

# What is NPIAS?

- The National Plan of Integrated Airport Systems (NPIAS)
- The Federal Aviation Administration (FAA) maintains the plan for developing public-use airports in the United States and ***includes the kind and estimated cost of eligible airport development*** necessary to provide a safe, efficient, and integrated system of public-use airports.
- NPIAS identifies the ***airports*** included in the national airport system, the ***roles they currently serve***, and the ***amounts and types of airport development*** eligible for Federal funding under the Airport Improvement Program (AIP) over the next 5 years.
- The FAA has been publishing a Federal airport plan since the 1940s and the NPIAS since 1984.

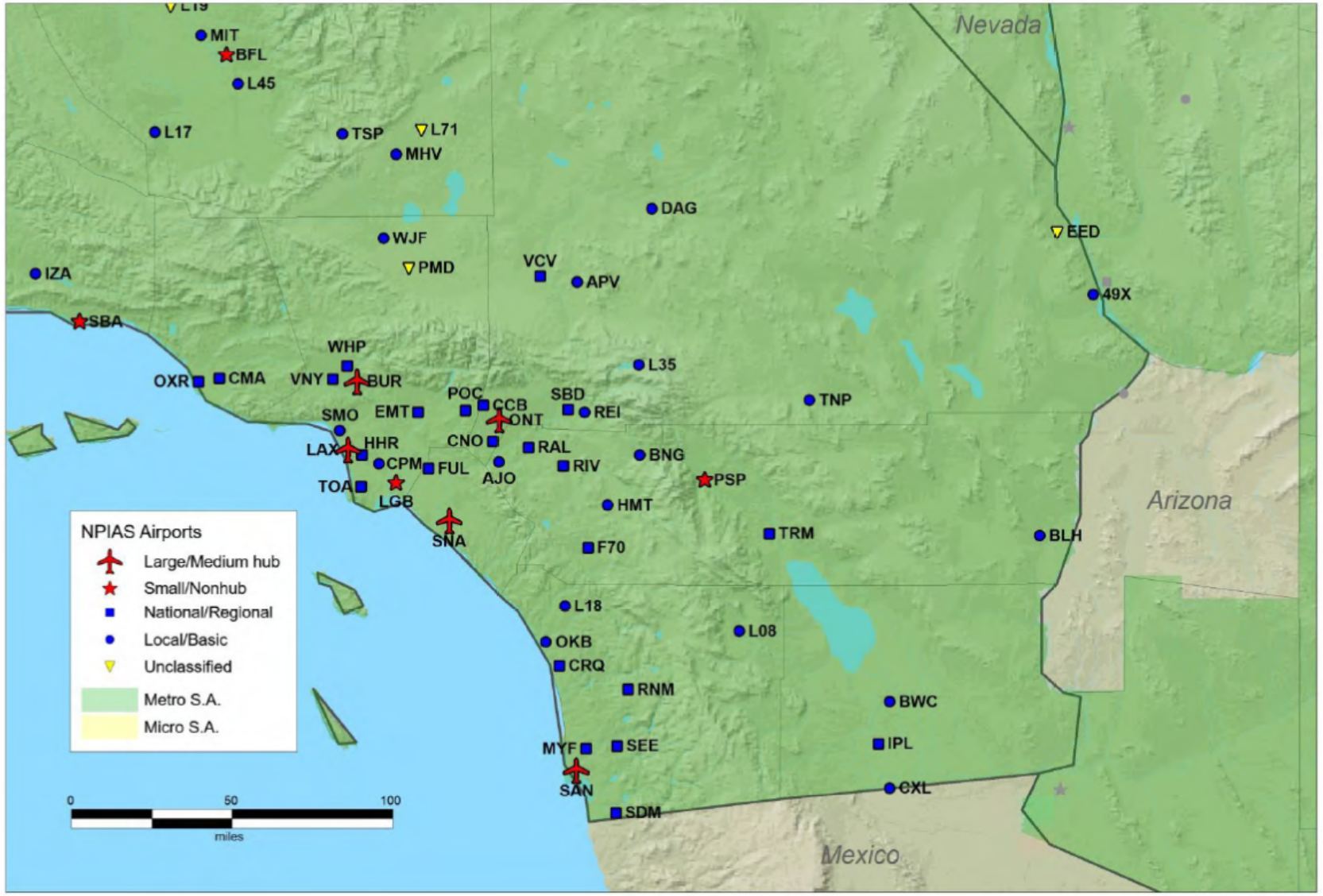
# NPIAS

# NPIAS Airports Across the Lower 48



# NPIAS

# NPIAS Airports in Southern California



# Trust Fund Excise Taxes Structure

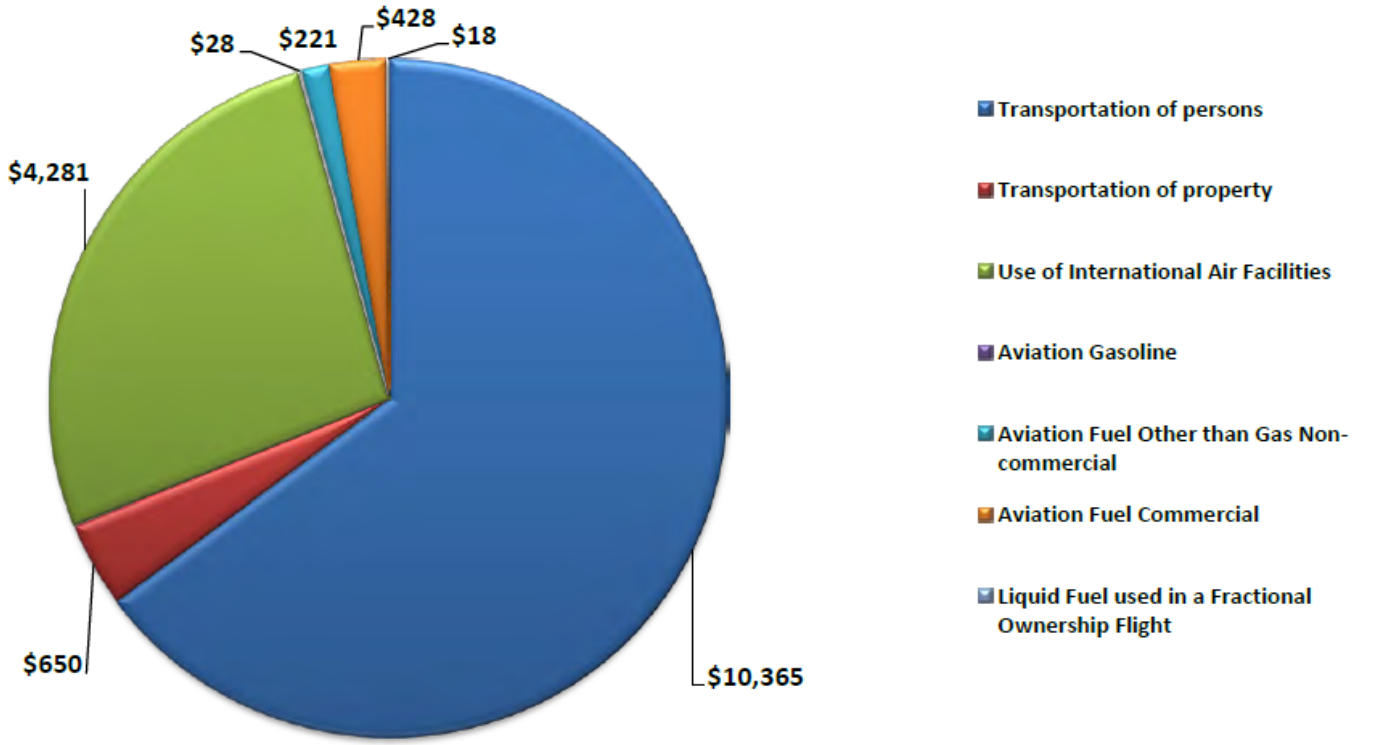
| Trust Fund Excise Tax Revenue Sources | Rates effective as of January 1, 2020 for CY2020 |
|---|---|
| • Domestic passenger ticket tax | • 7.5 percent |
| • Domestic flight segment tax (excluding flights to or from rural airports) | • $4.30 per passenger per segment; indexed to the Consumer Price Index |
| • Tax on flights between the continental United States and Alaska or Hawaii (or between Alaska and Hawaii) | • $9.50 per passenger; indexed to the Consumer Price Index |
| • International arrival and departure tax | • $18.90 per passenger; indexed to the Consumer Price Index |
| • Tax on mileage awards (frequent flyer awards tax) | • 7.5 percent of value of miles |
| • Domestic commercial fuel tax | • 4.3 cents per gallon |
| • Domestic general aviation gasoline tax | • 19.3 cents per gallon |
| • Domestic general aviation jet fuel tax | • 21.8 cents per gallon Note: Effective after March 31, 2012 a 14.1 cents per gallon surcharge for fuel used in fractional ownership flights |
| • Tax on domestic cargo or mail | • 6.25 percent on the price paid for transportation of domestic cargo or mail |

# Background on Funding Airport Improvements

## AATF

# AATF FY 2019 Excise Tax Revenues

(in millions of dollars)




**Total excise tax revenue $15,991***

*In FY19, there were refunds from the trust fund of $4.9M for aviation fuel taxes and $11.0M for aviation taxes other than gasoline.

# Airport Enterprise Fund

# Airports Operating Summary

| | FY16 | FY17 | FY18 | FY19 | FY20 | FY21 | 6- YEAR AVERAGE |
|---|---|---|---|---|---|---|---|
| **OXNARD AIRPORT** | | | | | | | |
| ANNUAL DEPRECIATION | $ (930,890) | $ (1,106,103) | $ (1,085,387) | $ (1,041,902) | $ (966,107) | $ (956,496) | **$ (1,014,481)** |
| YEAR END FUND BALANCE | $ 318,345 | $ 149,547 | $ (26,067) | $ 124,833 | $ (20,931) | $ (246,476) | **$ 49,875** |
| **CAMARILLO AIRPORT** | | | | | | | |
| ANNUAL DEPRECIATION | $ (918,084) | $ (1,156,568) | $ (1,115,361) | $ (1,048,291) | $ (998,611) | $ (966,151) | **$ (1,033,844)** |
| YEAR END FUND BALANCE | $ 2,981,133 | $ 3,036,447 | $ 2,900,401 | $ 2,459,839 | $ 2,121,107 | $ 2,544,534 | **$ 2,673,910** |
| **TOTAL BOTH AIRPORTS** | | | | | | | |
| TOTAL DEPRECIATION | $ (1,848,974) | $ (2,262,671) | $ (2,200,748) | $ (2,090,192) | $ (1,964,718) | $ (1,922,648) | **$ (2,048,325)** |
| TOTAL YEAR END FUND BALANCE | $ 3,299,478 | $ 3,185,994 | $ 2,874,334 | $ 2,584,672 | $ 2,100,177 | $ 2,298,059 | **$ 2,723,786** |
| TOTAL OPERATING GAIN/(LOSS) | $ 1,450,504 | $ 923,323 | $ 673,586 | $ 494,480 | $ 135,459 | $ 375,411 | **$ 675,460** |
| **AIRPORTS ENTERPRISE FUND BALANCE AT FY END** | | | | | | | |
| AIRPORT FUND RESERVES | **$12,967,476** | **$14,805,810** | **$16,824,625** | **$18,919,893** | **$17,696,909** | **$15,878,760** | **$16,182,246** |

# Airport Enterprise Fund

# Airports Operating Summary

Includes Depreciation

# Airport Enterprise Fund

# Airports Operating Summary

Before Depreciation

# Ventura County Economic Benefit

# Annual Economic Output

| | Oxnard Airport | Camarillo Airport |
|---|---|---|
| Economic Impact | $51 Million | $230 Million |
| Employment | 310 Jobs | 1,764 Jobs |
| Payroll | $19 Million | $115 Million |
| Businesses at Each Airport | 15 Businesses | Over 60 Businesses |
| Notable Benefit | Airline Capable | Thriving Business Park |
| ***State, Local, and School Tax Revenues Paid (2020)*** | ***$2,172,000*** | ***$10,866,000*** |

# Ventura County Economic Benefit

# Oxnard Airport Businesses and Tenants

| Aeronautical Businesses | Non-Aeronautical Businesses |
|---|---|
| California Aeronautical University | Ammi Holdings Inc (Dollar Rent a Car) |
| **Golden West Air Terminals, Inc. (Hangar 1)** | First Student, Inc. |
| **Oxnard Jet Center** | Aerocomputers, Inc. |
| Aspen Helicopters - Hangar 3 | Canteen Vending |
| Executive Hangars West Association | SBA Communications Corporation |
| FAA - ATCT Oxnard | T-Mobile |
| Oxnard Light Helicopter Depot | Avis Budget Car Rental LLC |
| | Ventura County Credit Union |

| Government Tenants at Oxnard Airport | |
|---|---|
| Dept of Airports Admin Office | FAA - ATCT Oxnard |

Delivering Value to Ventura County

# Ventura County Economic Benefit

# Camarillo Airport Businesses and Tenants

## Aeronautical Businesses at Camarillo Airport

Aviation Instruction, LLC
Airports Properties Limited, LLC
ATP CA, Inc (Flight School)
Ventura County Sheriffs Office-Air Unit
LIBAV Holdings (Flight School)
Tactical Communications Corporation

Saticoy Properties, LLC
Skydive Coastal California, Inc.
Aviation Partners, LLC (was CIA- New Hangar)
Air Casamba, Inc.
Hunter Hawker Aviation

Rick Fleck Aviation
**Channel Islands Aviation**
Civil Air Patrol

Commemorative Air Force - South Wing

FAA - Camarillo
Brett Lee Aviation
Studio Wings
Orbic Helicopters, Inc.

**Sun-Air Jets**

Stanford Shaw (Limited ASP)

**Air 7**
Ultralight Society
**AVEX**

RKR Incorporated (Cloud Nine)
CFI Inc. (Flight School)
Skyryse Helicopters

## Government Tenants at Camarillo Airport

Ventura County Probation Agency
Ventura County Sheriffs Office-Hangar 3

Ventura County Sheriffs-Pistol Range & Bunker
Ventura County Sheriffs Office-Air Unit
Ventura County IT Services Dept
Ventura County Ag Commissioner
County of Ventura Behavioral Health Dept.

County of Ventura, Animal Services
County of Ventura, Fire #149 (HQ)
County of Ventura, Public Health Department
State Ag Office
FAA-Camarillo

Dept of Airports Admin Office

## Non-Aeronautical Businesses at Camarillo Airport

Ventura County Probation Agency
Ventura County Sheriff's Air Unit
Wiseblood Beauty
Ventura Transit System, Inc.
Learn to Ride VC, LLC

Ventura County Sheriffs - Pistol Range & Bunker
Exel Orbital Systems, Inc.
Showscapes, Inc.
Ventura County IT Services Dept

Big Brothers Big Sisters of Ventura County, Inc.

NAMI - Ventura County

Ventura County Ag Commissioner

Wagon Train Productions, Inc.

West Coast Paratransit, Inc.

Landscape Development, Inc.

County of Ventura Behavioral Health Dept.

County of Ventura, Animal Services
County of Ventura, Fire #149 (HQ)
County of Ventura, Public Health Department
State Ag Office

Operating Engineers Training Trust

Fresh Concepts LLC (Waypoint Café)
Gladstone Management Corporation

Pleasant Valley Park & Recreation District
Aakar, Inc

Silverstrand Energy

Scofield Catering & Management, Inc.

Performance Picture Vehicles, LLC

Adder Corporation

Western Onion

# Quick Response Fire Fighting

## Aerial Emergency Response

Important Note:

# Oxnard and Camarillo Airports

- Two Airports Work As One System
- Airports Are Self-Sufficient
- No Local Tax Dollars Spent On Airports
- Airports Contribute Financially back to Community
- Airports Bring Local Jobs
- Vital To Local & National System

Important Note:

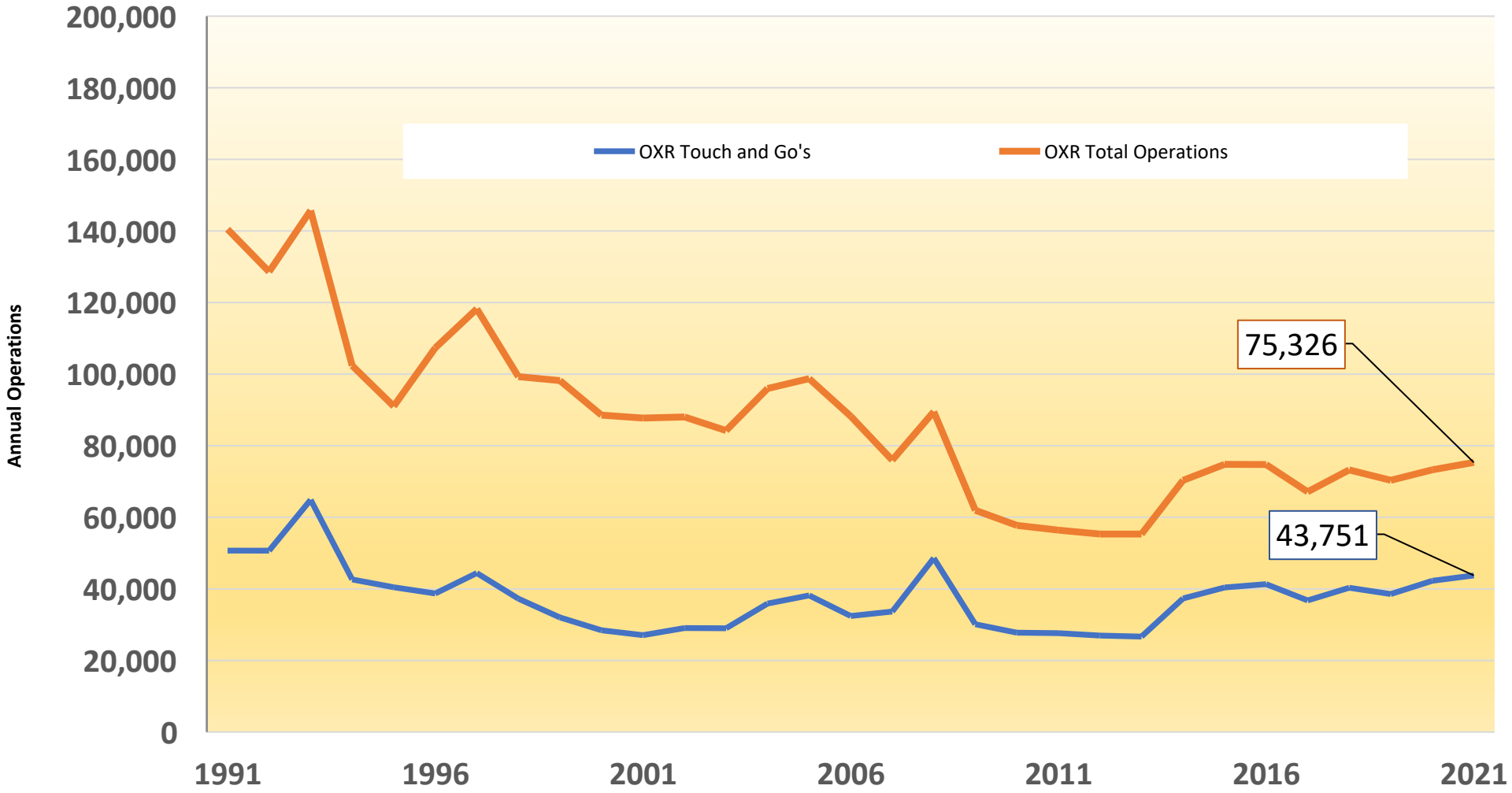
# Airport Noise Program

- Aircraft Operations
- Aircraft Touch And Goes
- Airport Department Actions

# Activity Trends

# Airport Activity 2001-2021

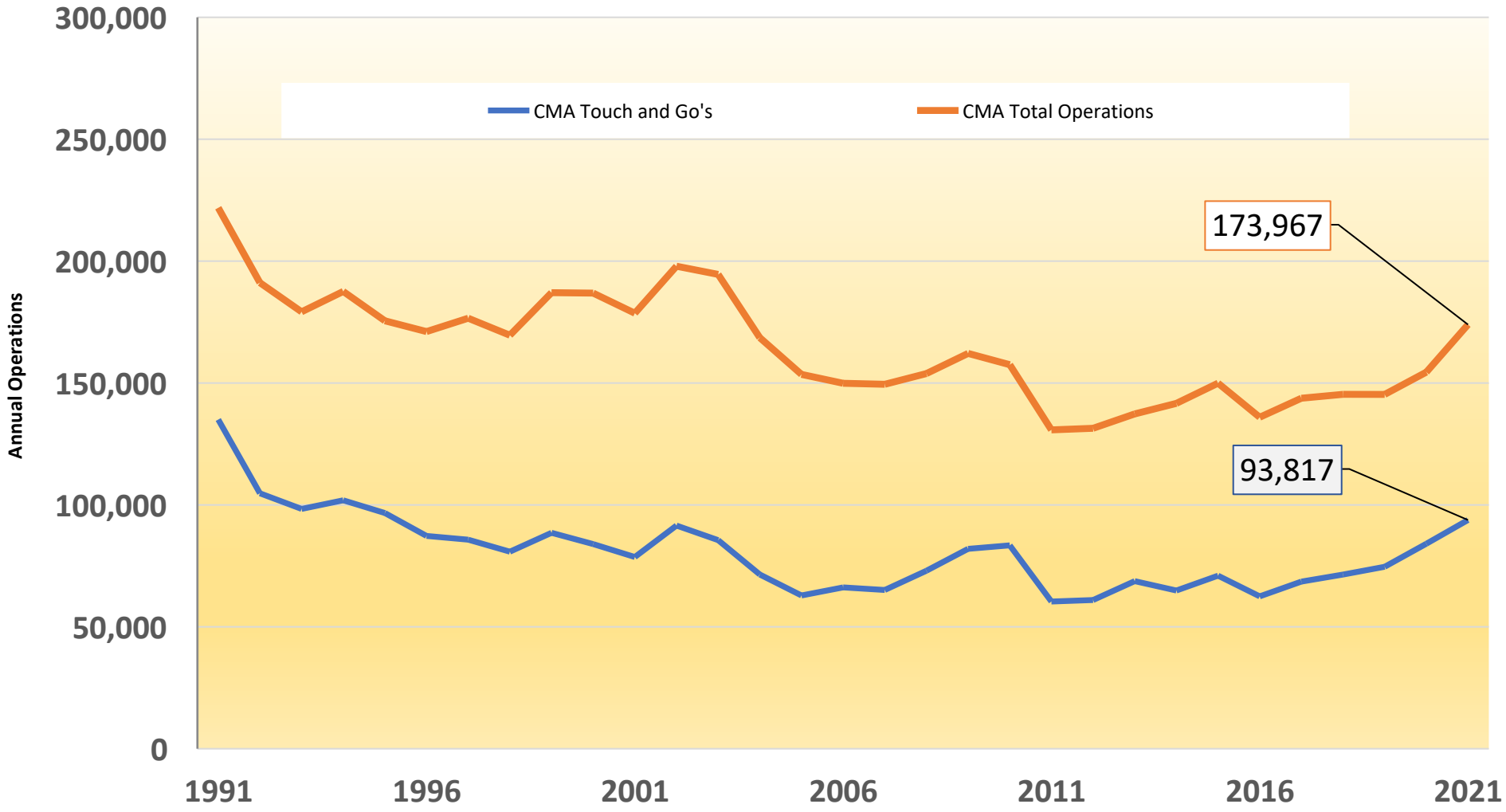
## Oxnard Airport



# Activity Trends

# Airport Activity 2001-2021

## Camarillo Airport



# Program Highlights

# What we're doing right now

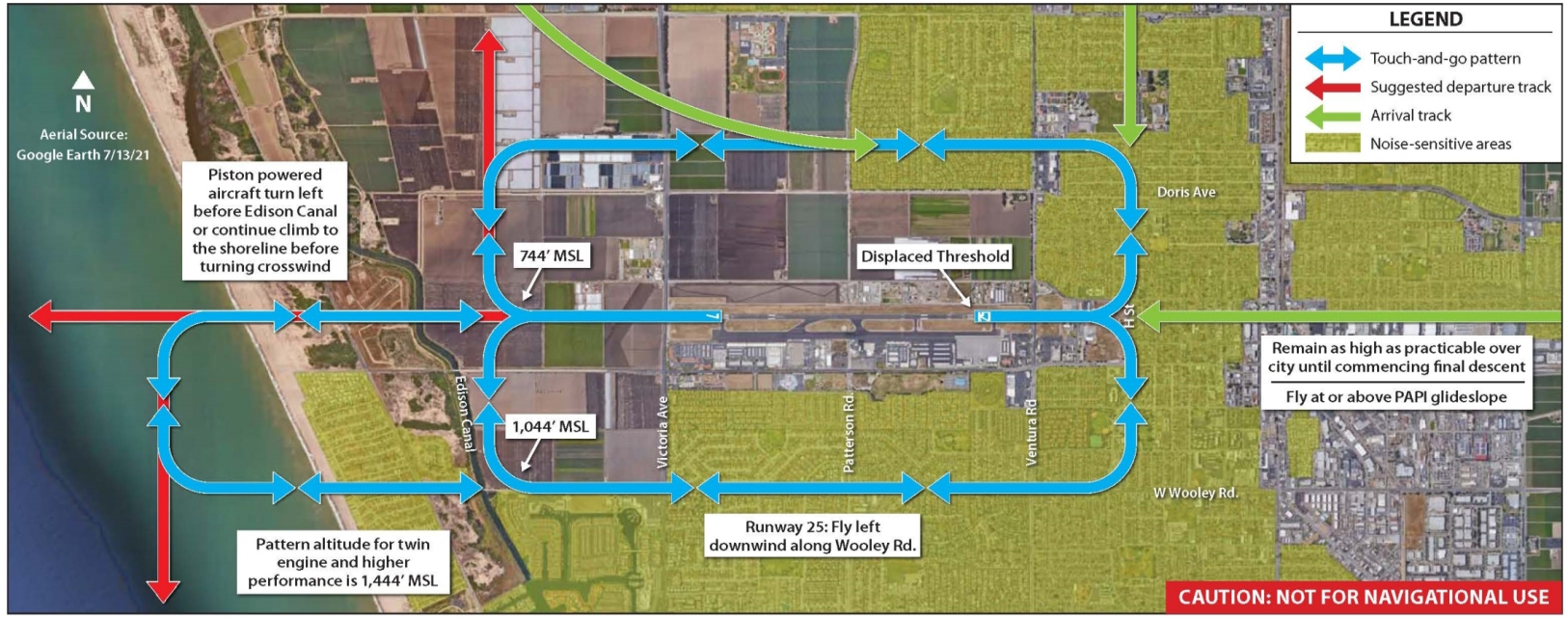
| Action | Status |
|---|---|
| ❑ Engagement with neighborhood representatives, flight instructors, tower managers, elected officials | ✓ Ongoing, especially in last 12 months |
| ❑ Add Communications and Engagement Manager to Airport staff | ✓ Start date: September 6, 2022 |
| ❑ Acquire and deploy new aircraft flight tracking system | ✓ Being tested now with anticipated "Go-Live in October |
| ❑ Host Flight School Noise Forum | ✓ Date set for September 13, 2022 |
| ❑ Create and promote new Pilot Flight Guides | ✓ Ready for Noise Forum |
| ❑ Conduct Noise Study (Part 150) | ✓ Awaiting release of FAA grant funds (Approximately $795,000) |

# Noise Program

# Develop New Pilot Guides

## OXNARD AIRPORT FLY FRIENDLY PROGRAM

COUNTY of VENTURA
Department of Airports




### RECOMMENDED VOLUNTARY NOISE ABATEMENT PROCEDURES:

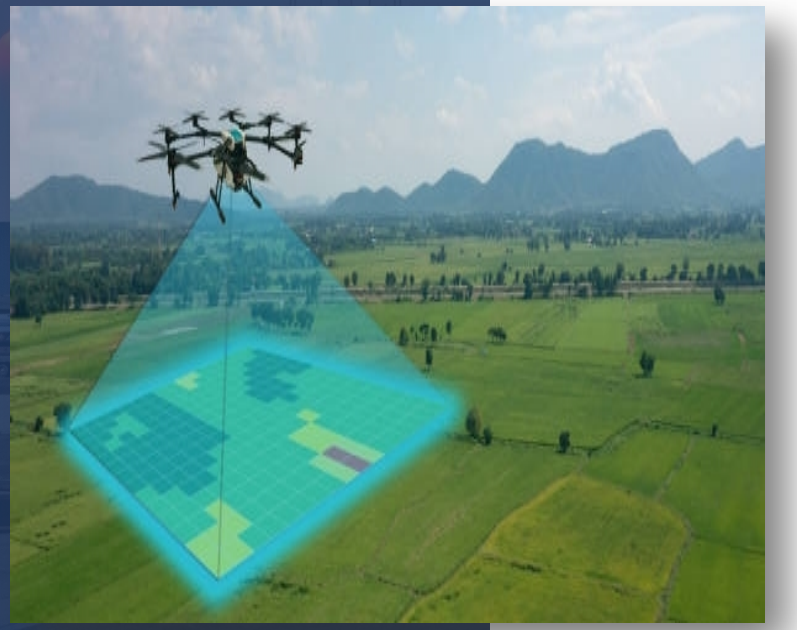
The airport environs are noise-sensitive in all quadrants. Aircraft operators are requested to practice noise abatement fly quiet procedures whenever possible consistent with safety.

- Voluntary curfew - ALL operations - 11:00 p.m. to 6:00 a.m.
- Older/louder turbojet aircraft are requested to avoid use of the airport
- Remain as high as practical over residential areas during overflight, approaches, and departures.
- Use best rate of climb when departing any runway.
- No touch-and-go's or stop-and-go's between 8:00 p.m. and 7:00 a.m. (8:00 am on weekends).
- No formation takeoffs or landings without prior permission from the Airport Director.
- No high power engine run-ups for maintenance between 7:00 p.m. and 7:00 a.m.
- Late night arrivals use GPS Runway 7 approach when wind, weather, and safety permit.
- Use extreme caution when departing Runway 7 due to opposite direction instrument approach traffic.
- Southbound departures off Runway 25 by piston powered (less than 12,500 lbs.) aircraft, after reaching 700' AGL, turn left past the runway end and before the Edison Canal, or continue to coastline.
- Exercise extreme caution on Runway 25 due to Camarillo traffic and instrument approaches being conducted to Oxnard's Runway 25.
- Straight-in arrivals on Runway 25: cross the Camarillo Airport at or above 2000' and remain as high as practical over the city until commencing final descent. conducted to Oxnard's Runway 25.
- No departures on Runway 7 from midfield intersection (Taxiway C).
- Runway 25 Pattern: requesting right traffic will reduce overflight of noise sensitive areas. Follow all ATC instructions.

***Compliance with recommended noise abatement procedures is encouraged. No procedure should be allowed to compromise flight safety.***

2889 West Fifth Street, Oxnard, California 93030 • phone: 805-382-3022/3024 • vcairports.org/oxnard-airport-noise-abatement-procedures

# Coming into View on the Horizon



- New aviation technology now in development
- Business opportunities for both Oxnard and Camarillo Airports
- Economic benefits and increased revenues
- Potential for passenger service at Oxnard Airport

# New Technology

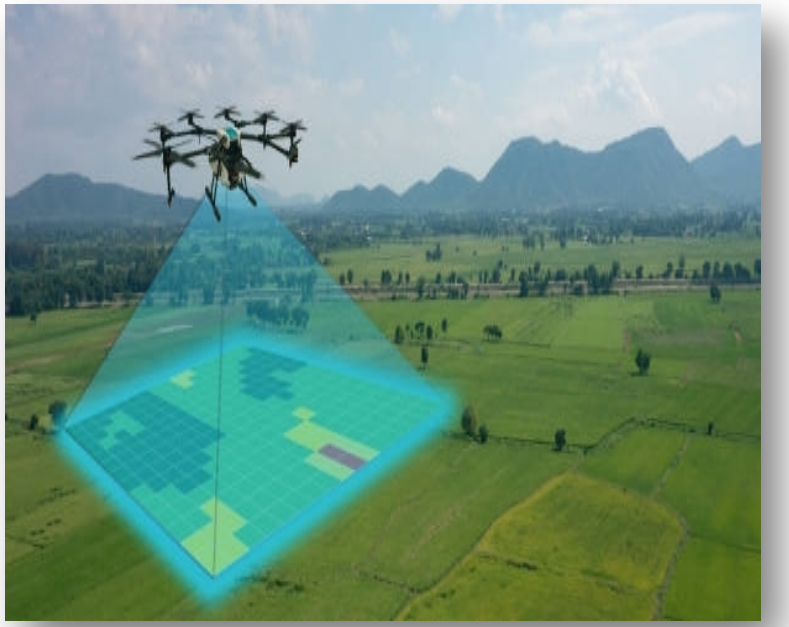
Q:

How far into the future do we need to look for this to be a common sight at a Ventura County Airport?

# Coming into View on the Horizon

# New Technology

# Unmanned Aerial Vehicle, Unmanned Aircraft System and Drones



# New Technology

**The key players in eVTOL**

## Top Companies Developing the Technology in Electric Vertical Take Off & Landing (eVTOL)

- *Joby Aviation*
- *Archer Aviation*
- *Lilium*
- *Jaunt Air Mobility*
- *Beta Technologies*
- *Kitty Hawk-Heaviside*
- *Wisk*
- *Volocopter*
- *Ehang*
- *Vertical Aerospace*

New Technology

Potential Economic Benefits

# Economics of eVTOL Companies

| | |
|---|---|
| How much investment? | More than ***$5 billion*** invested to date |
| Who is investing? | Investments coming from ***Toyota, Boeing, Uber, JetBlue, Honda, Airbus, American Airlines, Google co-founder Larry Page, United Airlines, and Special Purchase Acquisition Companies (SPAC's)*** |
| How many jobs? | Expect ***280,000 jobs*** by 2035 |
| Revenue estimates? | ***$300-$500 billion*** in passenger revenues in the next 5-10 years |
| How many tech companies? | Some ***250 companies*** working on this technology |
| Neighborhood friendly? | Community (noise) and ***environmentally friendly technologies*** |

# Industries Using These Technologies

- Agriculture
- Inspection
- Delivery Service
- Construction
- Mining
- Photography/Marketing
- Firefighting
- Law Enforcement

# New Technology

## What's Next?

# United Airlines Places $10M Deposit To Purchase 100 eVTOLs from Archer Aviation

# We Are Listening | We Are Responding

## Recent Community Questions

**Next are Some Q & A?**

Recent Community Questions

# We're Listening

**We Have Heard:**

The Oxnard Airport loses millions of dollars per year and is a drain to local taxpayers.

**Response:**

The Ventura County Department of Airports (both Oxnard and Camarillo Airports) is a self-sufficient enterprise fund. We generate approximately $9 million directly from airport users--- no local taxes required. Additionally, the Airport Enterprise Fund currently has more than $15 million in reserves.

# We're Listening

Recent Community Questions

**We Have Heard:**

Oxnard Airport should just stop airplanes from doing touch and goes.

**Response:**

The Ventura County Airports have accepted Federal Aviation Administration grant funding in the past and are therefore required to keep the airport open for all types of aeronautical uses, including touch and go aircraft operations.

# We're Listening

Recent Community Questions

**We Have Heard:**

Airplane operations are not safe.

**Response:**

Aviation continues to be one of the safest forms of transportation in the world.  For example: there are approximately 40,000 vehicle fatalities each year in the United States, while there were typically only 400 fatalities associated with airplane accidents.

Recent Community Questions

# We're Listening

**We Have Heard:**

There is lead in the aviation fuel used by piston aircraft.

**Response:**

The federal Environmental Protection Agency and the Federal Aviation Administration are currently working to end the use of leaded fuel used by piston aircraft. The EPA is expected to complete a report regarding the matter in 2023 and the FAA is currently in the process of approving two new unleaded fuel options.

# We're Listening

Recent Community Questions

**We Have Heard:**

Since Oxnard Airport doesn't charge landing fees for small planes, it attracts touch and go training operations from all the other airports in the area.

**Response:**

Oxnard Airport fee structure mirrors those airports of a similar size in the area and the United States. Use of the Oxnard Airport by aircraft from other airports is typical.

Recent Community Questions

# We're Listening

**We Have Heard:**

Oxnard Airport should implement noise restrictions and fines for aircraft operators that don't follow the Ventura County voluntary Fly Friendly Program.

**Response:**

The Oxnard Airport is prohibited from implementing any noise restrictions without FAA approval. In 1990 the FAA implemented a strict process for airports wanting to implement any new noise restrictions. Only one airport in the United States has been successful since the regulation was passed.

Recent Community Questions

# We're Listening

**We Have Heard:**

The Department of Airports (Oxnard and Camarillo Airports) doesn't provide information regarding what is going on.

**Response:**

The Department of Airports has a very transparent process in that we review what is going on at both Oxnard and Camarillo Airports, typically monthly, with both the Aviation Advisory and the Airport Authorities. We also take significant items, i.e. leases or grants to the full Board of Supervisors for consideration.

Recent Community Questions

# We're Listening

**We Have Heard:**

What happened to the Camarillo Airport Master Plan update.

**Response:**

The Department of Airports has worked with the FAA to terminate the Airport Master Plan and instead will conduct an Airport Layout Plan update. This means no significant changes to the Camarillo Airport regarding types of uses.

Recent Community Questions

# We're Listening

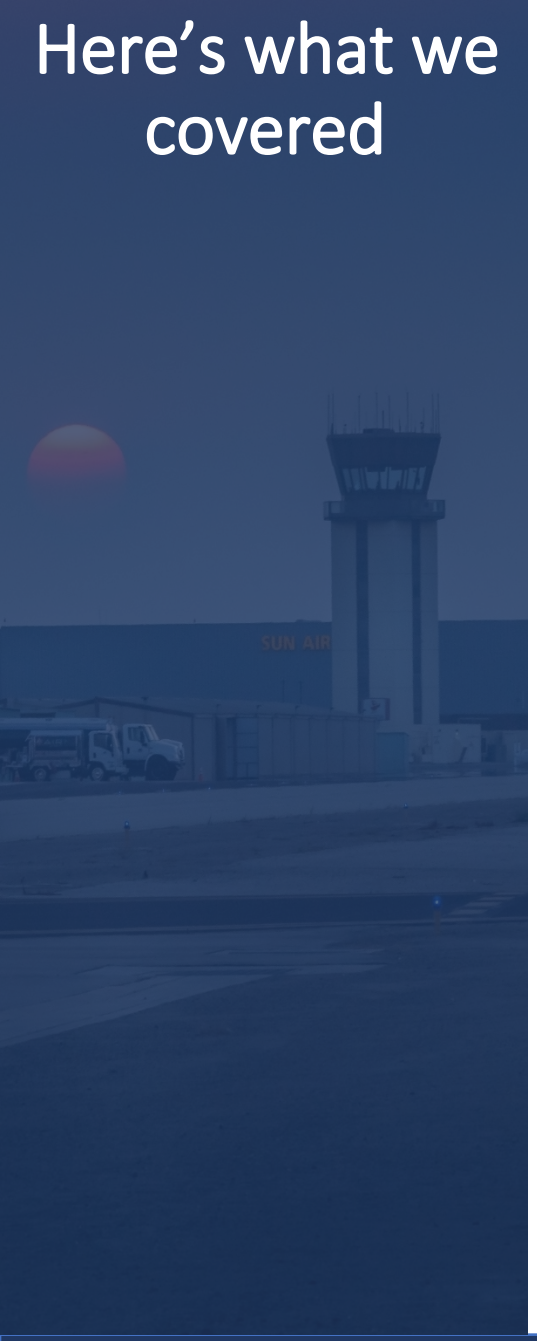
**We Have Heard:**

Will the change to the Camarillo Master Plan process mean any changes for the Oxnard Airport.

**Response:**

We do not expect any change to the Oxnard Airport with the termination of the Camarillo Airport Master Plan process. This means no expected changes to the types of aircraft using Oxnard Airport.

Here's what we covered



# Presentation Summary

National Plan of Integrated Airport Systems (NPIAS)

Airport and Airways Trust Fund

Ventura County Economic Impact

Airport Budget Highlights

Noise Abatement Program

New Aviation Technology

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY**
**AGENDA ITEM NO. H.1**

**DATE:** September 6, 2022

**TO:** City Council

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

**SUBJECT:** COVID-19 Update from Director of Emergency Services. (5/5/5)

**RECOMMENDATION**

That the City Council re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) the current COVID-19 situation, particularly with its variants, is causing, and will continue to cause, imminent risks to the health and safety of persons within the City, including City Council members, City staff, appointed officials, and members of the public; (ii) state and local officials continue to impose or recommend measures to promote social distancing; and (iii) the Governor's COVID-19 State of Emergency is still in effect; and (iv) numerous public agencies throughout Ventura County are still operating in accordance with Assembly 361, for the reasons stated herein.

**BACKGROUND**

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by:*

**ATTACHMENTS**
None

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

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

**DATE:** September 6, 2022

**TO:** City Council

**FROM:** Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

**SUBJECT:** Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs).

## RECOMMENDATION

That the Mayor, with the approval of the City Council, make the following appointments:

1. To Senior Services Commission: Gloria Chinea (D3); and
2. To Planning Commission: Anna Marie Zielsdorf (D4).

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/hads1I4sFZY

## BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before appointment.

## DISCUSSION

Senior Services Commission (SSC):

The Senior Services Commission (SSC) analyzes, defines and investigates issues and needs of the senior citizens in the City, develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of the senior citizens and treatment of senior citizens. The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday. For this purpose, Councilmember Madrigal nominates Gloria Chinea to represent District 3, who has passed the City's formal background check procedures.

Planning Commission:

The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned. The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this

purpose, Mayor Pro Tem MacDonald nominates Anna Marie Zielsdorf to represent D4, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Samantha Shapiro, Project Manager*

**ATTACHMENTS**

1. Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs) Presentation

# Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs)

## City Council

September 6, 2022

Samantha Shapiro, Project Manager

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



That the Mayor, with the approval of the City Council, make the following appointments:

1. To Senior Services Commission: Gloria Chinea (D3); and
2. To Planning Commission: Anna Marie Zielsdorf (D4).

| SENIOR SERVICES COMMISSION | |
|---|---|
| Function | Analyzes, defines and investigates issues and the needs of senior citizens in the City and advises the City Council on such matters; Develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations; and Disseminates information and educational materials and reports that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens. |
| Requirements | •7 members<br>•Resident of the City<br>•Must have reached their 50th birthday |
| Nomination | Councilmember Madrigal nominates Gloria Chinea (D3) |

| PLANNING COMMISSION | |
|---|---|
| Function | • Preparing, reviewing and revising General Plan<br>• Implementing General Plan through various specific plans, zoning and subdivision ordinances<br>• Promoting coordination of local plans and programs with the plans and programs of other public agencies<br>• Annually reviewing City's capital improvement program for consistency with General Plan<br>• Ensuring General Plan conformity for real property acquired/disposed of, public building/structure constructed, or street vacated/abandoned |
| Requirements | 7 members must reside in City and be over age 18 |
| Nomination | Mayor Pro Tem MacDonald nominates Anna Marie Zielsdorf (D4) |

CITY OF OXNARD CALIFORNIA

# THE END

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. L.1**

**DATE:** September 6, 2022

**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 June 30, 2022 regular meeting as presented.

## BACKGROUND

Approval of Minutes.

## STRATEGIC PRIORITIES

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

## FINANCIAL IMPACT

There is no financial impact.

## COMMITTEE OUTCOME

This item did not originate in Committee.

*Prepared by: Rose Chaparro, City Clerk*

## ATTACHMENTS

1. MINUTES 06 30 2022 CC Regular Meeting

**MINUTES**
OXNARD CITY COUNCIL
Regular Meeting
June 30, 2022

A. ROLL CALL, POSTING OF AGENDA

At 5:31 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing 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 Vianey Lopez, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Basua and Councilmember Madrigal were absent.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen M. Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; Tatiana B. Arnaout, P.E., City Engineer; Vyto Adomaitis, Community Development Director; Kathleen Mallory, Planning & Sustainability Manager; Betsy George, Chief Financial Officer; Emilio Ramirez, Housing Director; Albert Ramirez, Assistant Housing Director; Jerome Staszewski, IT Systems Administrator; Phillip Molina, City Treasurer; and Rose Chaparro, City Clerk.

Staff members Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; Kumar Neppalli, Traffic Operations Engineer; Jennifer Hiraoka, Senior Manager Internal Controls; participated via videoconference.

Christian Sprunger, Assistant Vice President at NHA Advisors; Eden Casareno, Partner In-Charge of Attest Services with Eadie + Payne LLP; Jack Clark, Clean Power Alliance; Jillian Nelson, Clean Power Alliance, and Michael Ware, Eco Motion also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. APPOINTMENT ITEMS (5:30 PM)

1. City Manager Department
   SUBJECT: Presentation by the County of Ventura on Vector Control.
   RECOMMENDATION: That the City Council receive the verbal report regarding the Ventura County Resource Management Agency, Environmental Health Division Vector Control Program and provide comments.

Mr. Ron Ventura, R.E.H.S., Supervising Environmental Health Specialist, Vector Control and Cross-Connection Control Programs with the County of Ventura, gave a presentation to Council about the Vector Control Program.

C. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from P.W. Robinson (homeless), Sal Gonzalez (reproductive freedom), and Pat Brown (alleys and homeless issues).

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. Public Works Department

SUBJECT: Reconsideration of local emergency and ratification of a director order regarding the water shortage emergency and mandatory water conservation measures.

RECOMMENDATION: That the City Council adopt **Resolution #15,628**:

1. Ratifying an order of the Director of Emergency Services modifying mandatory water conservation measures; and
2. Confirming the need to continue the local emergency declared on May 17, 2022 due to water shortage emergency conditions.

Alexander Nguyen, City Manager introduced Michael Wolfe, Public Works Director provided an update on the California drought conditions, the emergency order resolution and the ratification of the Director Order.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Lopez,* to approve the recommended action as presented. VOTE: Lopez, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Basua and Councilmember Madrigal were absent.

F. CITY COUNCIL REPORTS

Councilmember Perello reported that residents reached out to him about the area by Citrus Lane near the post office on C Street. The complaints were about rats and homeless living in a specific area. He also reported dead trees in the area. He thanked the Development Services and the Legal Department for their assistance. He also thanked Councilmember Teran for announcing the Diversity Collective events being held in our community to celebrate diversity and inclusion of the Oxnard LGBTQ Community.

Mayor Pro Tem MacDonald will be attending the Ventura County Transportation Commission (VCTC) meeting. The short line train service will be discussed regarding a yard being used for train storage. He is hoping for a successful resolution. He spoke with Code Compliance staff regarding the complaints he has been receiving about three parcels on South G Street. He thanked Code Compliance staff for their assistance in resolving this issue.

Councilmember Teran thanked Diversity Collective for planning and coordinating a successful and well attended Oxnard Pride 2022 event which was held at Plaza Park Downtown in Oxnard this past weekend. He also thanked the City Manager, Executive team, and staff for flying the Pride Flag throughout the City, in recognition of Pride month. He also congratulated the Executive Board of the Wagon Wheel Neighborhood Council and the residents that attended the first official meeting.

Councilmember Lopez attended the Aquatic Center Community meeting in South Oxnard. They received good input from residents and discussed next steps in the planning of the project. The next meeting is scheduled for August 1. She also encouraged the residents to attend the upcoming Oxnard PAL Kids Fest being held at College Park in South Oxnard this year.

Mayor Zaragoza attended the Filipino Community of Ventura County Salute to the Graduates event at the Performing Arts Center in honor of the graduating students. He presented certificates to 46 graduates. He also attended the Knight of Columbus Safety Night to honor our very own first responders. He thanked Police Chief Benites and the Oxnard Police Department team for their work in our community. He also thanked Fire Chief Hamilton and the Oxnard Fire Department team for all that they do for our community as well. In addition, he congratulated Jaime Villa for his work during the pandemic to help keep the City staff and residents safe. He also thanked the Finance Department team and City staff for their work on the annual budget.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items I-1 through I-9 were discussed among the Council and staff.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Pat Brown (I.4, I.6, and I.9).

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 17, 2022 regular meeting as presented.

2. City Clerk Department

SUBJECT: Adoption of Resolutions Ordering General Municipal Election, November 8, 2022.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution #15,600** calling and giving notice of a municipal general election to be held on Tuesday, November 8, 2022, for the election of certain officers; and consenting to and requesting election consolidation with the County of Ventura; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns; and

2. Adopt **Resolution #15,601** establishing regulations for Candidate Statements to be printed in the Voter Information Guide at an election to be held on Tuesday, November 8, 2022.

3. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period January 1, 2022 through June 9, 2022.

4. Community Development Department

SUBJECT: Memorandum of Understanding for the City to Participate in the Clean Power Alliance (CPA) Power Ready Program (Solar and Battery Backup).

RECOMMENDATION: That the City Council authorize the City Manager to enter into a

Memorandum of Understanding (MOU) (A -8479) with the Clean Power Alliance (CPA) to participate in the CPA Power Ready Program for the City-owned building located at 214 South C Street (Service Center).
(Community Services, Public Safety, Housing and Development Committee authorized related actions 3-0 on June 8, 2021.)

5. City Treasurer
SUBJECT: **Resolution #15,602** Adopting the FY 2022-23 Investment Policy.
RECOMMENDATION: That the City Council adopt **Resolution #15,602** adopting the FY 2022-23 investment policy for the City of Oxnard.

6. Housing Department
SUBJECT: Agreement with Mercy House for FY 2022-23 Shelter Operation (No. A-8474).
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute an agreement with Mercy House (A-8474) for the provision of shelter and navigation center operations in Fiscal Year 2022-2023, in the amount not-to-exceed $2,796,891.00; and

2. Authorize the City Manager or designee to approve a budget appropriation(s) for the use of Permanent Local Housing Allocation (PLHA) grant funds from the 2022 - 2023 program year.

(This items already budgeted for so it did not originate in Committee.)

7. Information Technology Department
SUBJECT: Ratify the Microsoft Corporation Enterprise Agreement #808445 with SoftwareOne, Inc. for a Not to Exceed (NTE) amount of $365,062.08 for information technology software licensing.
RECOMMENDATION: That City Council ratify the City's Microsoft Corporation Volume Licensing Enterprise Agreement #808445 and authorize the Mayor to execute Purchase Order #8617 with SoftwareOne, Inc. for a not-to-exceed amount of $365,062.08 for the continued use and purchase of Microsoft products for the June 1, 2020, to May 31, 2023, agreement term.

(The Finance and Governance Committee approved 3-0.)

8. Housing Department
SUBJECT: License Agreement A-8457 to Oxnard Housing Authority for use of property located at 1500 Camino Del Sol.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute License Agreement A-8457 with the Oxnard Housing Authority for the use of property located at 1500 Camino Del Sol in the amount of $564,000 over a term of five years.
(Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 14, 2022.)

9. Public Works Department
SUBJECT: Agreement A-8471 with Taft Electric Company for On-Call Traffic Signals Repairs and Maintenance Services, Specification No. PW 22-103.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8471 with Taft Electric Company in the amount of $300,000 for a three year term for On-Call Traffic Signals Repairs and Maintenance Services, Specification No. PW 22-103. (Public Works and Transportation Committee approved 3-0.)

*It was moved by Councilmember Perello, seconded by Councilmember Teran,* to approve the recommended action as presented. VOTE: Lopez, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Basua and Councilmember Madrigal were absent.

J. REPORTS

1. Finance Department

SUBJECT: Resolution of City Council and Oxnard Financing Authority Approving the Issuance of Up to $17,400,000 in Principal of 2022 Local Obligation Revenue Refunding Bonds to Refund the Series 2012 Bonds. (10/5/5)

RECOMMENDATION: That the City Council and City of Oxnard Financing Authority Board approve and authorize the following:

1. **Resolution #15,603** of the City Council of the City of Oxnard approving a first amendment to local agency financing documents and the execution of certain certificates relating to the issuance by the City of Oxnard Financing Authority of refunding revenue bonds for the purpose of refunding its outstanding Series 2012 Bonds.

2. **Resolution #15,604** of the Board of Directors of the City of Oxnard Financing Authority authorizing the sale, issuance, and delivery of not more than $17,400,000 in principal amount of Local Obligation Revenue Refunding Bonds (Special District Bond) and approving certain documents and authorizing certain actions in connection therewith.

(Finance and Governance Committee approved 3-0.) Presentation live upon Consultant's request.

Betsy George, Chief Financial Officer introduced Christian Sprunger with NHA Advisors, who presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

*It was moved by Councilmember Perello, seconded by Councilmember Teran,* to approve the recommended action as presented. VOTE: Lopez, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Basua and Councilmember Madrigal were absent.

2. Finance Department

SUBJECT: 2021 Single Audit Report and Update on the Corrective Action Plan (CAP). (10/5/5)

RECOMMENDATION: That the City Council receive the 2021 Single Audit Report from the audit firm Eadie + Payne, and an update on the Corrective Action Plan (CAP) from staff.

(Finance and Governance Committee approved 3-0.)

Eadie + Payne presentation on the Single Audit Report will be live per consultant's request. Please click the following link to view the required Measure M pre-recorded staff's presentation video for the update on the Corrective Action Plan (CAP): https://youtu.be/rT89ZG6_CAY

Betsy George, Chief Financial Officer introduced Eden Casareno with Eadie + Payne LLP and Jennifer Hiraoka, Senior Manager Internal Controls who presented and answered questions. No public comments were received. Discussion ensued among the Council and staff. Report was received and filed, no formal action required.

K. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:31 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. L.2**

**DATE:** September 6, 2022

**TO:** City Council

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

**SUBJECT:** First Amendment to Agreement A-8192 for Custodial Services for the Oxnard Transit Center (OTC).

## RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8192 with PBC Commercial Cleaning Systems, Inc., to increase the not to exceed from $436,425 to $536,425, and approve the assignment and amend the company name to CCS Los Angeles Janitorial, Inc.

(Public Works and Transportation Committee approved 3-0.)

## BACKGROUND

On February 28, 2019, the City issued a request for bids (RFB) No. DS 19-56 for custodial services at the Oxnard Transit Center (OTC) located at 201 East Fourth Street. The City received two responsive bids by the March 21, 2019, closing date. The selected bidder, Joranda Marketing Inc., (Jan-Pro) provided the lowest responsive bid. On June 18, 2019, the agreement was awarded by Council and Jan-Pro began providing custodial services at the OTC.

On October 9, 2019, Jan-Pro submitted a written notice to terminate services effective November 9, 2019, due to the City's Living Wage Policy requirements. At the direction of the Purchasing Division, the second lowest responsive bidder, PBC, was contacted to provide custodial services. On February 4, 2020, PBC Commercial Cleaning Systems, Inc., began providing custodial services at the OTC. PBC Commercial Cleaning Systems, Inc. has requested City approval to assign the agreement to a related entity, CCS Los Angeles Janitorial, Inc.

## DISCUSSION

The OTC operates 365 days a year as the center for the train and bus services to the region. The building is open every day from 6:00 am to 10:00 pm. PBC provides full-service custodial services at the OTC on a daily, weekly, monthly, bi-monthly, quarterly, and annual basis. Contractual work includes both interior and exterior services, including but not limited to mopping, sweeping, dusting, removal of cobwebs, emptying of trash containers, removal of all graffiti and vandalism reporting.

Due to an unanticipated increase in services and costs incurred during the pandemic for Covid-19 cleaning protocols, additional funding is required to fund the agreement through the contract completion date of February 3, 2023. This amendment will also address the requested vendor assignment and name change. These services will be rebid prior to the contractual completion date of this agreement.

## 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 total cost for this Amendment is $100,000 for a new not to exceed contract value of $536,425 with CCS Los Angeles Janitorial, Inc. and will be funded from the Transportation Development Act (TDA) Fund for the Oxnard Transit Center (account 213-3110-803-8209). There is sufficient budget for the estimated spending of $150,000 in FY 2022-23 through February 3, 2023.

## COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 12, 2022 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Brian Yanez, Assistant Public Works Director*

## ATTACHMENTS

1. A-8192 - First Amendment
2. A-8192 - Original Agreement

Agreement No. A-8192

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation

("City"), and CCS Los Angeles Janitorial, Inc. ("Vendor") (assignee of PBC Commercial Cleaning Systems, Inc. ("Assignor")). This First Amendment amends the Agreement entered into on February 4, 2020, by City and Assignor.

City and Vendor agree as follows:

1. Pursuant to Section 26 of the Agreement, the City hereby approves the assignment of the Agreement from PBC Commercial Cleaning Systems, Inc. to CCS Los Angeles Janitorial, Inc.

2. The name in Section 2 of the Cover Page of the Agreement is hereby amended to "CCS Los Angeles Janitorial, Inc."

3. The amount in section 6 of the Cover Page of the Agreement is hereby amended to "$536,425"

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
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

**CCS LOS ANGELES JANITORIAL, INC.**

_____ _____
Dana A. Holladay, Senior Vice President[2] Date

_____ _____
Steven Bohn, CFO Date

**AGREEMENT FOR TRADE SERVICES**
COVER PAGE

(1) Agreement Start Date: February 4, 2020

(2) Vendor: PBC Commercial Cleaning Systems, Inc.

(3) Services: Custodial Services for the Oxnard Transit Center (OTC)

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: February 3, 2023

(6) Total Agreement Amount: $436,425

(7) City's Project Manager: Brian Yanez

(8) Vendor's Project Manager: Michael Kaa

(9) Insurance Coverage: INS-B

(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:*

840 Apollo Street, Suite 307
El Segundo, CA 90245
Attn: Michael Kaa, Account Manager

*FOR CITY:*

305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistant Public Works Director

(12) Contact Emails:

*VENDOR'S PROJECT MANAGER:*

mkaa@ccsbts.com

*CITY'S PROJECT MANAGER:*

brian.yanez@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
☒ Insurance Exhibit (INS-B)

COUNCIL APPROVED
2/18/2020 RB
DATE

## 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.

a. 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.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the 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.

c. 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.

a. 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.

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

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

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

e. 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**

Tim Flynn 2/18/20

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion 2/19/20

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

2-19-2020

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

**PBC COMMERCIAL CLEANING SYSTEMS, INC.**

Dana A. Holladay, Senior Vice President Date

Janet Kiefer, CFO 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.

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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, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Date

**PBC COMMERCIAL CLEANING SYSTEMS, INC.**

Dana A. Holladay, Senior Vice President Date: 1.29.2020

Janet Kiefer, CFO Date: 01.29.2020

[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.
Attorney (always required)

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

# SCOPE OF SERVICES EXHIBIT

I. **Principal Items of Work:** The principal items of work shall include, but not be limited to the following, which are to be performed seven (7) days per week:

a. **Graffiti Control**

i. All interior walls, partitions, signs, phones, posts and furnishings shall be kept free of all graffiti and checked for any signs of vandalism
ii. All vandalism will be reported to the Oxnard Transit Center (OTC) manager.

b. **Daily Services (Interior Services)**

i. Empty all trash containers (twice daily)
ii. Vacuum all carpeted areas. Dust mop all floors, stairwells and elevators
iii. Dust and polish all furniture
iv. Mop all floors, stairwells and elevator (utilize a No Rinse with optical Brightener)
v. Clean all service counters and reference desks including the office of Gold Coast Transit
vi. Clean, mop and sanitize all restrooms and drinking fountains, and re-stock restrooms (twice daily)
vii. Clean, sanitize and polish all various restrooms fixtures, including toilet bowls, urinals, diaper-changing stations and hand basins (twice daily)
viii. Clean elevator
ix. Remove dust and cobwebs from ceiling areas
x. Turn on those lights necessary for cleaning. Turn off lights not required when leaving each area
xi. Change all burned-out lamps
xii. Clean all glass and mirrors
xiii. Sweep and hose down exterior of entrance areas. Remove all gum and other stains
xiv. Check restrooms for cleanliness and stock prior to leaving building for the day to include Gold Coast Transit restroom
xv. Spot clean floors and carpets as needed
xvi. Clean all doors, door frames and hardware, partitions, counters, metal work, walls, railings and around wall switches as needed
xvii. Clean all furniture as needed

c. **Daily Services (Exterior of Facility)**

i. Monitor and remove trash and debris from Gold Coast Transit District (GCTD), Greyhound bus and train loading areas and all OTC parking lots and landscaped areas
ii. Provide graffiti clean-up for GCTD, Greyhound and train loading areas, all parking lots, sidewalks and related flower and planter beds
iii. Sweep sidewalks around OTC building including train platform and loading areas
iv. Monitor and remove trash and debris from the exterior property of OTC (parking lots, bus and train areas and landscaped areas)
vi. Clean dirt and debris, including bird droppings from exterior building and exterior directional signs within reach
vii. Empty all trash and recycle containers (twice daily)

d. **Weekly Services**

i. Clean and sanitize all OTC drinking fountains
ii. Low-dust all horizontal surface to hand height, (36") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.
iii. High dust all horizontal surfaces, including shelves, moldings and ledges
iv. Clean entire interior glass in partitions and doors
v. Clean outside sidewalks, removing gum or other debris

e. **Monthly Services**

i. Dust all horizontal surfaces over 60 inches each month
ii. Spot clean furniture
iii. Power scrub interior floors to remove scuff and heel marks

f. **Bi-Monthly Services**

i. Power-wash the three public entrances to OTC and other areas as requested

g. **Quarterly Services**

i. Shampoo carpets
ii. Clean blinds and curtains
iii. Dust Venetian blinds
iv. Clean all vents and walls

h. **Annual Services**

i. Clean inside light fixtures
ii. Wash walls
iii. Shampoo/Extract "steam clean all interior carpets"
iv. Clean exterior and interior building windows in June

i. **Services As Requested**

i. Perform Emergency cleaning tasks
ii. Other services as requested

2. **Material, Equipment and Supplies**

a. The contractor, at his/her own cost and expense, shall furnish all necessary materials, equipment and supplies of good quality and in good working order, and in the amounts necessary to accomplish an acceptable and professional level of maintenance.

i. Equipment shall be maintained in a state of good repair
ii. When equipment is not functioning, the contractor will obtain a replacement until the equipment is repaired, if applicable
iii. Contractor shall be responsible for handling and securing materials, supplies and equipment on the premises to prevent waste, damage, theft and vandalism. The supplies and materials shall include, but are not limited to:
    a. All necessary cleaning equipment, supplies, dispensers, application bottles and related items
    b. All necessary lamps, bulbs, lights and paper products including toilet paper, toilet seat liners, towels and related items
    c. All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes and related items
    d. The use of paper products made from recycled products is required
    e. All trash container supplies, including any trash receptacle liners
    f. Only the highest quality and premium grade paper supplies and hand soap shall be used in the OTC restrooms such as, or equivalent to, Fort James Stay Free Seat Covers (5000/cs), Natural Roll Paper Towels (6/800/cs), Toilet Tissue 2-ply SS #37-60 I (500/rl, 96/cs), and Total Performance White Lotion hand soap
    g. Custodial closet areas will be kept clean, free of debris and odor. All supplies will be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor employees

b. Contractor will submit a list of all products and their specifications for approval prior to their use in any facility.

i. Only City approved products shall be utilized

11. Contractor is responsible for supplying Safety Data Sheets (SDS) to city Project Manager for any and all cleaning liquids, chemicals, solvents, additive, floor waxes, etc., that the Contractor is using. These will be kept on file for immediate access in each of the Contractor serviced locations and updated as needed

3. **Employee Conduct**

a. Employees of the Contractor shall not:

i. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee
11. Remove any City property or personal property, equipment, monies, forms or any other item from the facilities
111. Engage in horseplay or loud boisterous behavior
1v. Be under the influence of alcohol or drugs
v. Gamble
vl. Smoke in any building
vii. Use the City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire or need of law enforcement (dial 911)
viii. Open any desk, file cabinet or storage cabinet
1x. Remove any articles from desks
x. Consume any food or beverage, other than brought with or purchased by the employee and only in areas designated as break or lunchrooms

4. **Employee Appearance and Identification**

a. Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees.

b. Each employee shall possess an identification badge and/or uniform.

c. Identification badges may be worn on collared shirts or tee shirts with company logos.

d. Each employee shall be required to wear long pants.

e. No shorts, skirts, or open-toed shoes are allowed.

5. **Security**

a. Only authorized employees of the City and Contractor are allowed in the facilities at any time. All such employees must be working while inside the facilities.

b. Contractor shall sign for and be responsible for all keys issued to contractor's staff. Contractor shall pay City a minimum of $25.00 per lost key and shall pay for all building re-keying necessary due to the lost key, as determined by City.

6. **Schedule**

a. Contractor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include number of employees and their scheduled hours each day throughout the week including Sundays.

7. **Quality Control Program**

a. Contractor shall provide and maintain a Quality Control program for all work conducted and as specified in this agreement.

b. Contractor shall provide a copy of Quality control procedures, safety procedures, and improvement programs currently in place to City prior to commencing contracted work, and upon demand at any time by City.

8. **Employment Practices** Contractor 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.

9. **Property Damage** Contractor shall be responsible for any damage to facilities or contents resulting from activities performed by or on behalf of Contractor; products and completed operations of Contractor during the performance of the contract. In the event that there is damage to City property, the Contractor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of the City 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.

10. **Missed Cleanings** Should the Contractor fail to provide a scheduled janitorial service, the City will automatically remove payment for that service from the invoice. Continued failure to provide the appropriate service on schedule may result in termination of the contract.

11. **Labor Strike** It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor'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 Contractor's normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.

12. **Employee Removal** The City reserves the right to reject any representative of the Contractor's work force. It shall be the Contractor'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. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall remove an employee from assignment at City's request.

13. **The Displaced Janitors Opportunity Act (California Labor Code§§ 1060 et seq.)**

a. California law prohibits at will termination of janitors and building maintenance personnel under certain circumstances. The Displaced Janitors Opportunity Act (DJOA), enacted in 2002, affects contractors and subcontractors who are awarded janitorial and building maintenance contracts within 30 days of the termination of another janitorial or building maintenance contractor or subcontractor's contract at the same facility.

b. The DJOA requires the awarded Contractor with 25 or more employees to hire and retain the previous contractor's employees for 60 days, unless: (A) an employee had less than four (4) months of service at the site covered by the successor's contract; or (B) the successor has just cause to refuse the hired employee. In this context, "just cause" is defined as "reasonable and substantial cause not to hire a particular employee based on that employee's performance or conduct while performing under the terminated contract." It remains an open question as to whether something occurring prior to that employee's hire (such as resume fraud, failure to disclose a prior conviction, or a customer imposing a condition that individuals with certain types of prior convictions would not be permitted on site), but ignored or disregarded by the previous contractor, can be used by the successor to deny employment.

c. During the 60-day period after commencing work under the contract, the successor must maintain a preferential hiring list of eligible employees whom it did not retain. It must use that list to hire any additional employees until all of the terminated contractors' employees have been offered employment. When a contractor is terminated, the contractor must provide a list of employees at the site to the person or company to whom they are providing services. The successor must also maintain a list of employees employed at the site, including a list of the many terminated employees who were not retained (stating the reason why they were not retained).

## RATES AND COSTS EXHIBIT

The costs for services is a fixed weekly rate and includes all costs for labor, materials, supplies, equipment and other related costs necessary to provide the services, as required in this Agreement.

| Location | Cost Per Staff Hour | Cost Per Hour for Special/Emergency Cleaning |
|---|---|---|
| Oxnard Transit Center – 201 E. Fourth Street, Oxnard, CA 93030 | $34.97 | $45.00 |

## 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. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$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.

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

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

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

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

**INSURANCE REQUIREMENTS FOR CONSULTANTS**
**(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

4. Consultant 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

*Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes 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-B.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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE<br>PRODUCTS COMP/OP AGG.<br>PERSONAL & ADV. INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED. EXPENSE (Any one person) | $1,000,000<br>$1,000,000<br>$1,000,000<br>$1,000,000<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE | $1,000,000<br>$<br>$<br>$ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** | | | | STATUTORY LIMITS<br>EACH ACCIDENT<br>DISEASE-POLICY LIMIT<br>DISEASE-EACH EMPLOYEE | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | **OTHER** | | | | | |

SAMPLE

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

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| **CITY OF OXNARD**<br>**Attn: Insurance Compliance**<br>**Reference No._____**<br>**P.O. Box 100085 – OX**<br>**Duluth, GA 30096**<br>**Via Email: cityofoxnard@ebix.com**<br>**Via Fax: 678-259-1007** | 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.~~<br><br>AUTHORIZED REPRESENTATIVE |

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

## OTHER PROVISIONS

| COVERAGES | LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE | AGGREGATE |
|---|---|---|
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
Name: _____
Address: _____
_____
Telephone: (  ) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
*(original signature required)*

Telephone: (  ) Date Signed _____

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

SUBMIT IN DUPLICATE

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

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 _____

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. L.3**

**DATE:** September 6, 2022

**TO:** City Council

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

**SUBJECT:** Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways.

## RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the:

1. First Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $1,900,000 to $2,415,000 in Region 1;
2. Second Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. increasing the not to exceed amount from $2,125,000 to $2,535,000 in Region 2; and
3. First Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $2,000,0000 to $2,575,000 in Region 3.

(Public Works and Transportation Committee approved 3-0.)

## BACKGROUND

After the passing of Measure E in November 2020, staff created 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 median and parkway landscapes along the City's arterial streets. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

In an effort to provide equal levels of service, the City was divided into three regions with equal amounts of street landscape maintenance in each section. Requests for Proposals (RFPs) were created for each of the three regions and on June 29, 2021, City Council awarded Agreement A-8345 to Mariposa Landscapes, Inc. and Agreements A-8344 and A-8346 to Garcia's Landscaping Maintenance, Inc. Each contractor was the lowest responsive bidder for their awarded Agreement. The total cost for all three Agreements is a not to exceed amount of $6,025,000 for the three year terms ending June 30, 2024.

Since the award of these Agreements, staff has identified areas within the City's responsibility that were not included in the original scope of work. These additional areas are now contained in the scope of work for the Amendments to each Agreement. The Purchasing Division recommends amending each Agreement, as the changes do not affect the original bid amounts and only change the quantity.

## DISCUSSION

These Amendments will continue to bring an equal level of landscape service throughout the City's arterial streets. The

maintenance of all shrubs and groundcover will continue to occur monthly and the turf areas will be mowed twice each month.

A benefit of these service Agreements is to allow for park staff to focus on other tasks, outside of the street landscape maintenance, such as park and tree maintenance, resident 311 requests, proactive irrigation checks and repairs, removal of identified landscape material for further water reduction, installation of mulch, sports field preparations, and increasing the level of sidewalk and tree well maintenance.

The following is a summary of the proposed amendments for additional service areas within each Agreement:

| | | |
|---|---|---|
| Region 1 | | |
| Current Agreement | 33.3 acres of landscape | 7.4 acres of hardscape |
| **Proposed Amendment** | **6.0 acres of landscape** | **2.38 acres of hardscape** |
| New Total | 39.3 acres of landscape | 9.78 acres of hardscape |
| | | |
| Region 2 | | |
| Current Agreement | 31.7 acres of landscape | 10 acres of hardscape |
| **Proposed Amendment** | **11.76 acres of landscape** | **.77 acres of hardscape** |
| New Total | 43.46 acres of landscape | 10.77 acres of hardscape |
| | | |
| Region 3 | | |
| Current Agreement | 28.97 acres of landscape | 9.03 acres of hardscape |
| **Proposed Amendment** | **12.34 acres of landscape** | **1.23 acres of hardscape** |
| New Total | 41.31 acres of landscape | 10.26 acres of hardscape |

Staff recommends amending these contracts as noted above to ensure City-maintained areas in all three Regions are covered under a landscape maintenance contract. This will allow for routine maintenance of these areas while affording staff the opportunity to address other parks landscaping, irrigation, and tree maintenance needs.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

The cost for all three Amendments is $1,500,000. Therefore, the new total not to exceed amount for all three Agreements is $7,525,000 for the three-year terms. The FY 2022-23 cost, including Amendments, is $2,468,255 for all three Agreements. The funding is provided through the Measure E 1.5-cent sales tax revenue and is included in the FY 2022-23 Public Works Parks operations budget in the General Fund (accounts 101-5702-805.82-09 and 101-5705-805-82-09).

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on July 12, 2022 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Kevin Thompson, Parks Manager*

**ATTACHMENTS**

1. Garcia's A-8344 - First Amendment
2. Mariposa A-8345 - Second Amendment
3. Garcia's A -8346 - First Amendment
4. Garcia's A-8344 Original
5. Mariposa A-8345 & A1
6. Garcia's A-8346

# FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscape Maintenance located in Medians and Parkways within Region 1."

2. Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscape Maintenance in Medians and Parkways; twice monthly mowing in Parkways within Region 1 of Location Map which is attached hereto and incorporated herein."

3. Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,415,000.00"

4. The reference to the "Rates and Cost Exhibit" everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to "Rates and Cost Exhibit-June2022." The "Rates and Cost Exhibit" is hereby disincorporated; instead, the "Rates and Cost Exhibit-June 2022" is attached hereto and incorporated herein by this reference.

5. The reference to the "Region 1 Work Detail" maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached "Region 1 Work Detail as of June 2022" Exhibit. The attached "Region 1 Work Detail as of June 2022" Exhibit is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

**CITY OF OXNARD**

☑John C. Zaragoza, Mayor[1] Date
☐Alexander Nguyen, City Manager
☐ _____,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 LANDSCAPING MAINTENANCE, INC.**

Pablo Garcia, President[2] Date

Tenley Garcia, Secretary Date

1

2

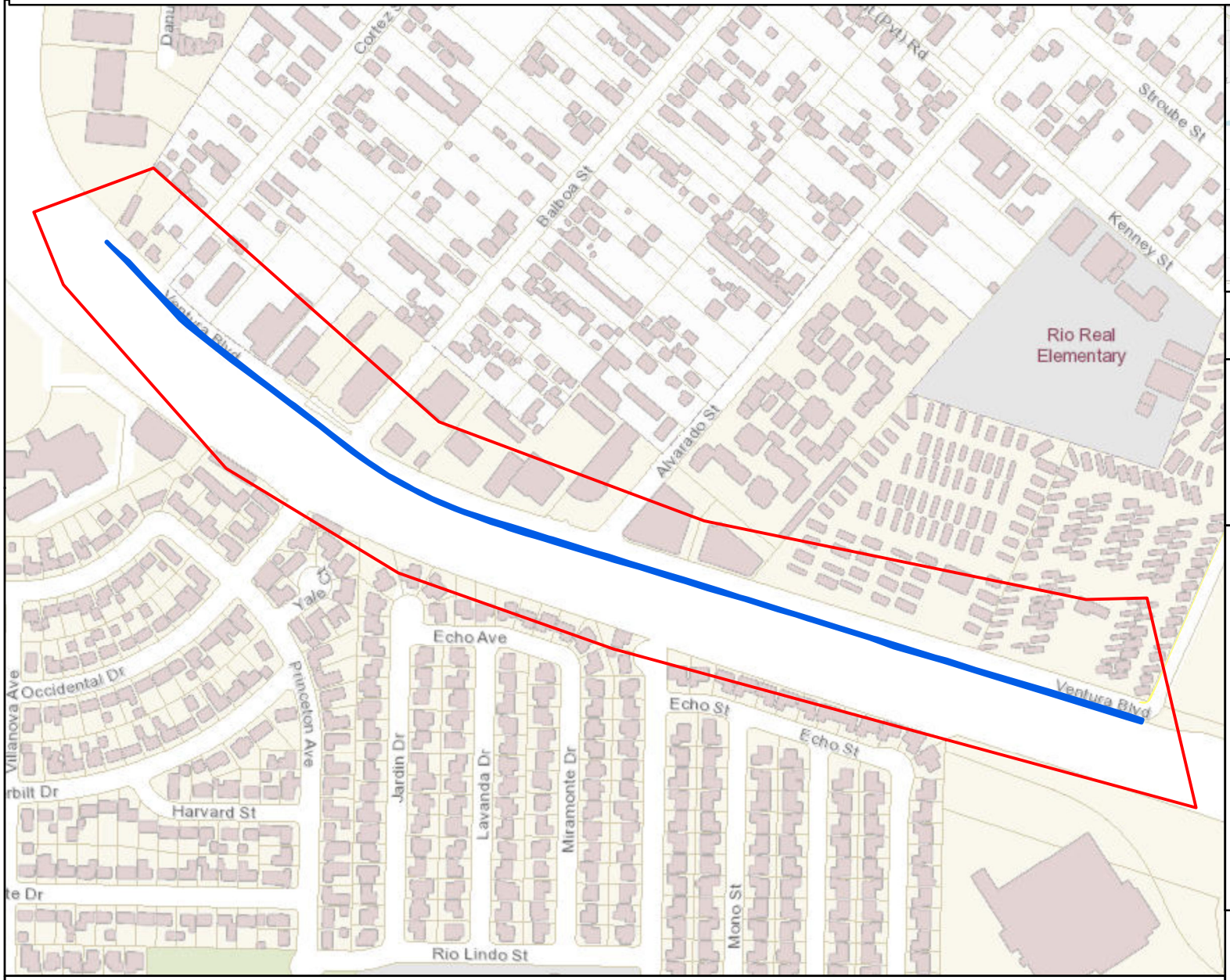
## RATES AND COSTS EXHIBIT- JUNE 2022

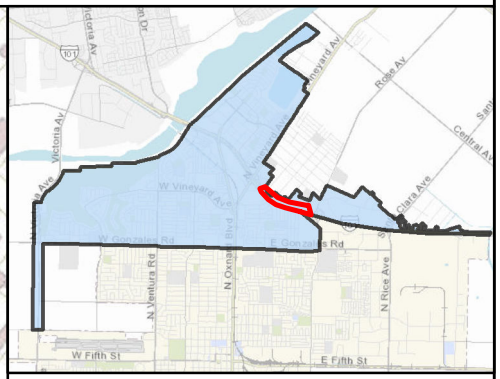
The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians and Parkways located with Region 1

| | Monthly Cost |
|---|---|
| Twice Monthly Service Region 1 Areas | $69,310 |
| 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 WORK DETAIL AS OF JUNE 2022

# REGION 1 WORK DETAIL: PAGE 1 OF 17, AUTO CENTER/VENTURA BLVD 1



## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,561.23 SQ FT
~0.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

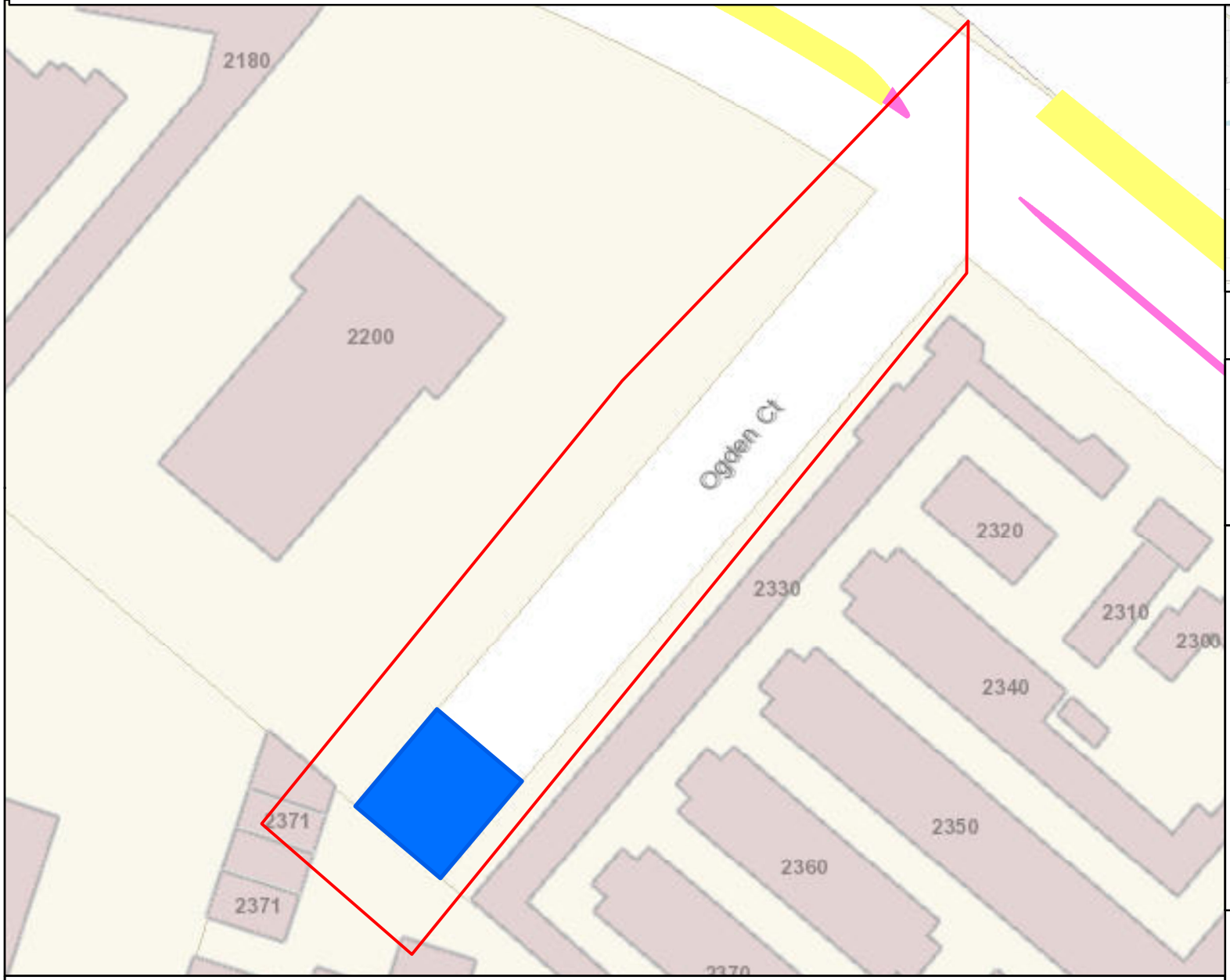
- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

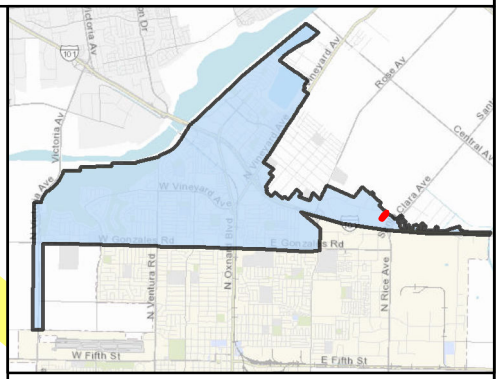
CITY OF OXNARD CALIFORNIA

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

# REGION 1 WORK DETAIL: PAGE 2 OF 17, AUTO CENTER/VENTURA BLVD 3



## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,098.85 SQ FT
~0.09 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape to bid on
Hardscape to bid on
Other Landscape
Other Hardscape

0 200 400 600 Feet

N

CITY OF OXNARD CALIFORNIA

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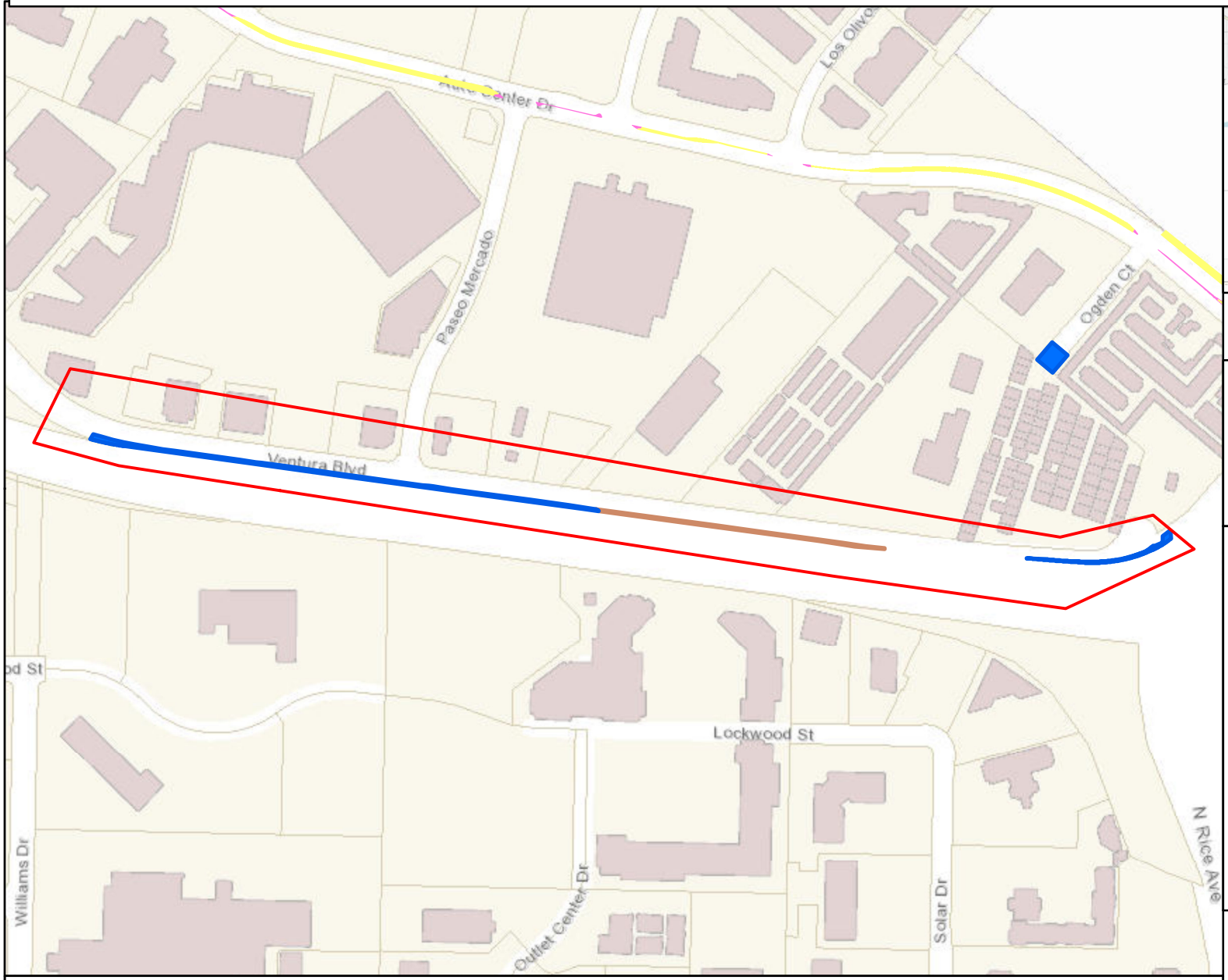
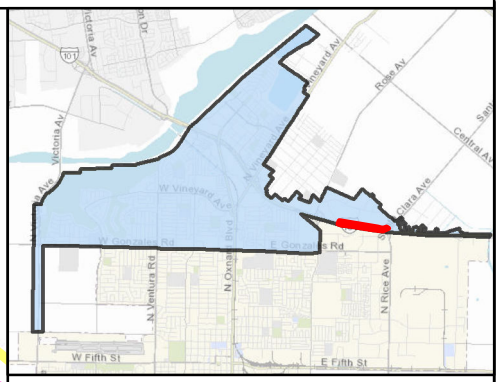
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 3 OF 17, AUTO CENTER/VENTURA BLVD 5




## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,731.51 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,234.04 SQ FT
~0.1 ACRES

Work extent on this map
Landscape to bid on
Hardscape to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

CITY OF OXNARD CALIFORNIA

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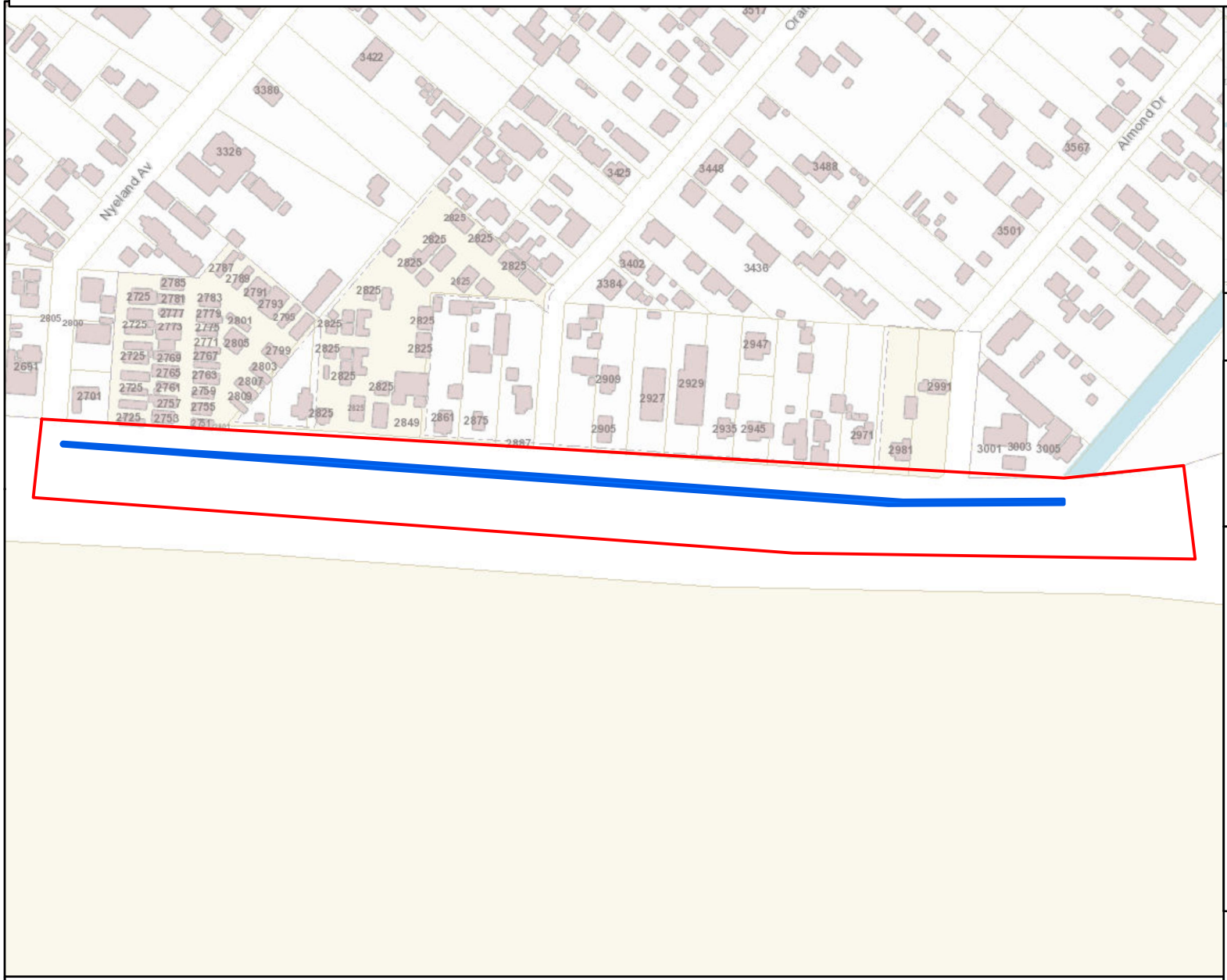
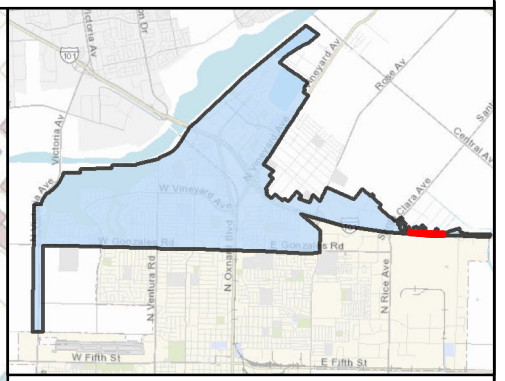
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 4 OF 17, AUTO CENTER/VENTURA BLVD 6




## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

## WORK TO BID ON THIS PAGE

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~18,214.43 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 Feet

N

CITY OF OXNARD CALIFORNIA

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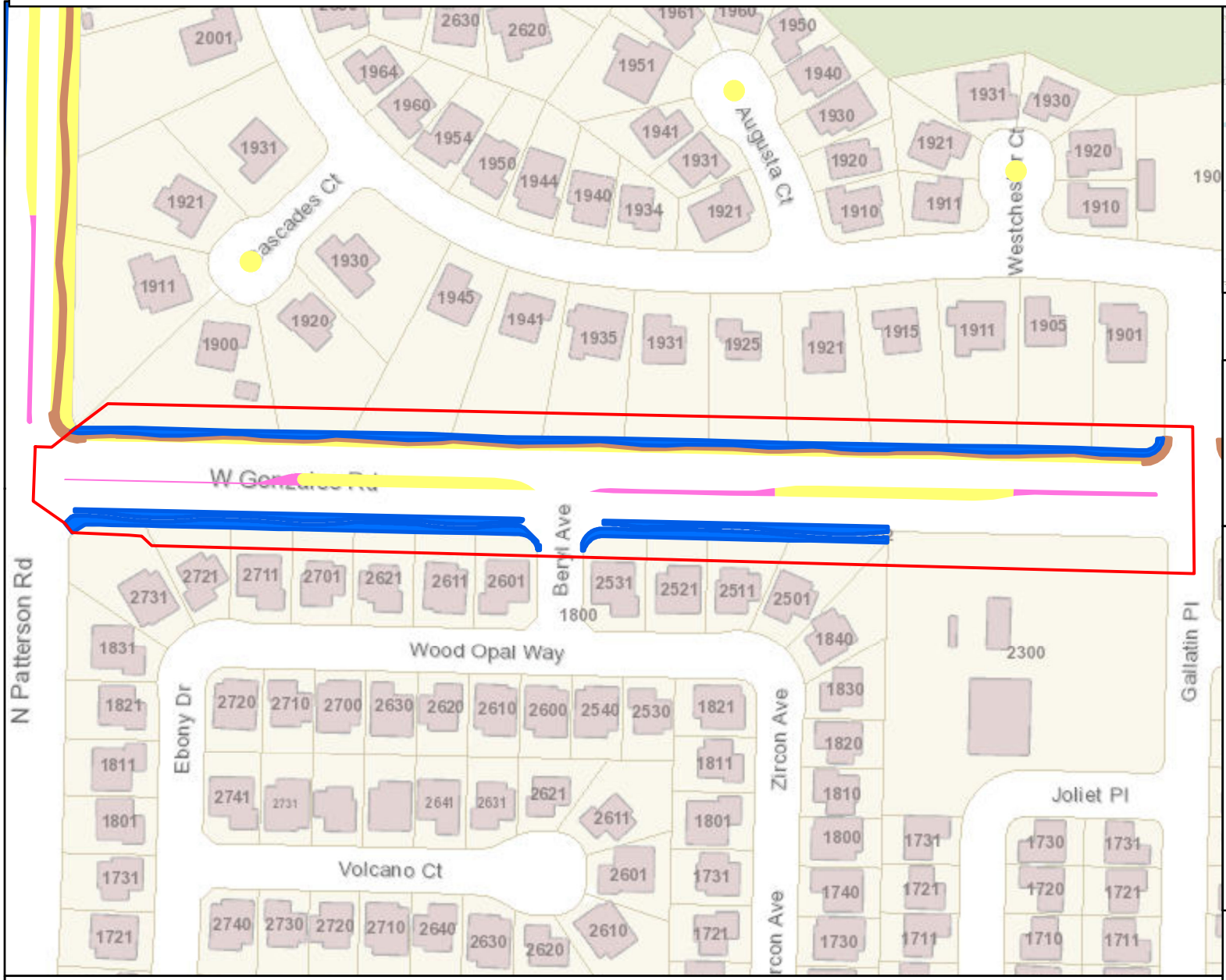
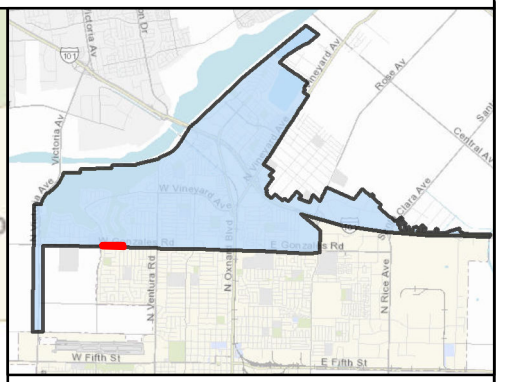
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 5 OF 17, GONZALES 03



## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~25,040.02 SQ FT
~0.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,706.48 SQ FT
~0.18 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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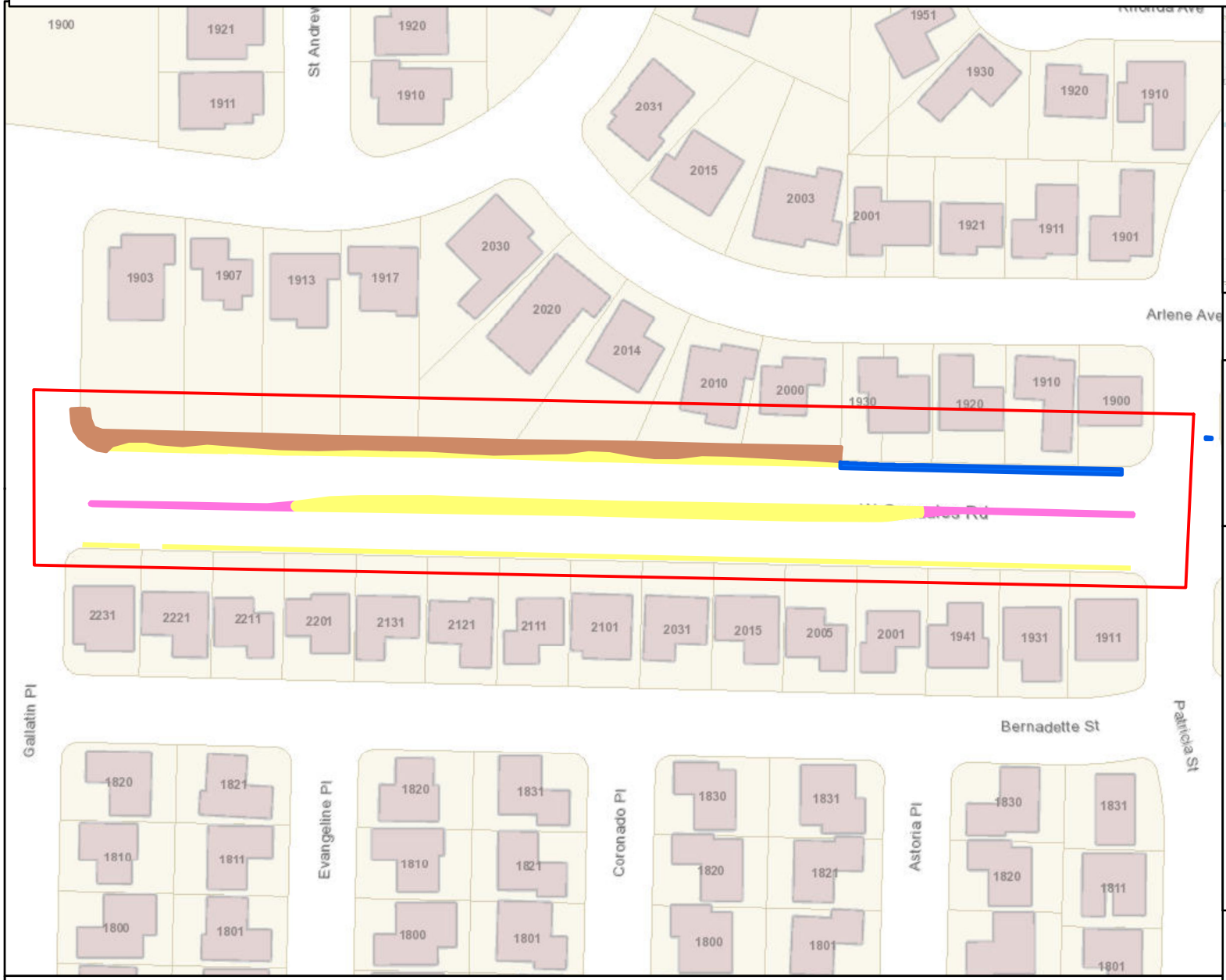
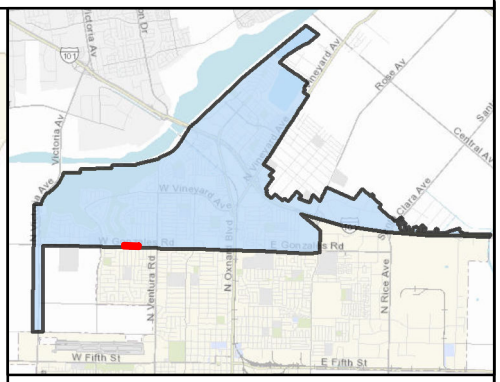
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 6 OF 17, GONZALES 04




## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,192.45 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,411.51 SQ FT
~0.17 ACRES

Work extent on this map
Landscape to bid on
Hardscape to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 Feet

N

CITY OF OXNARD CALIFORNIA

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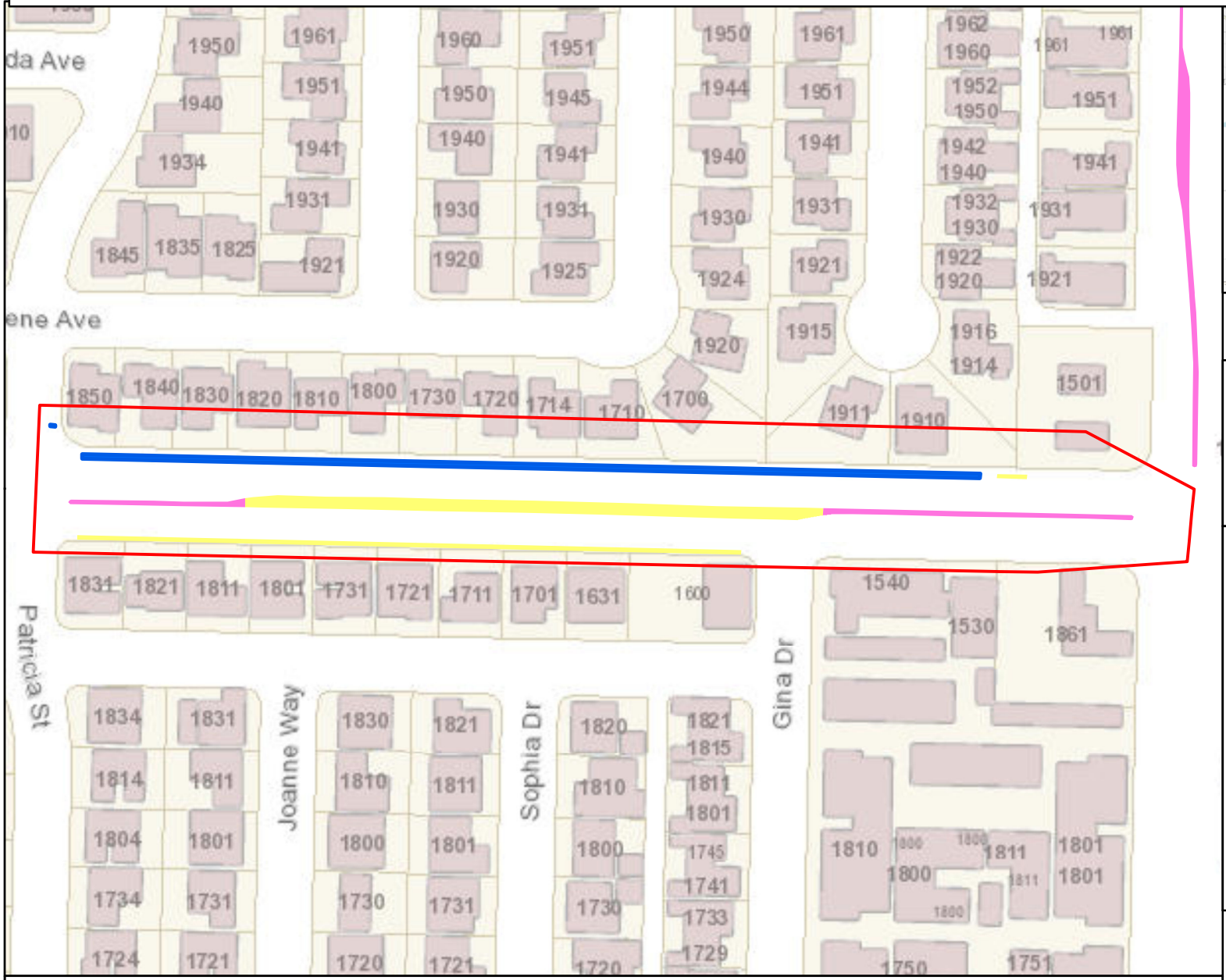
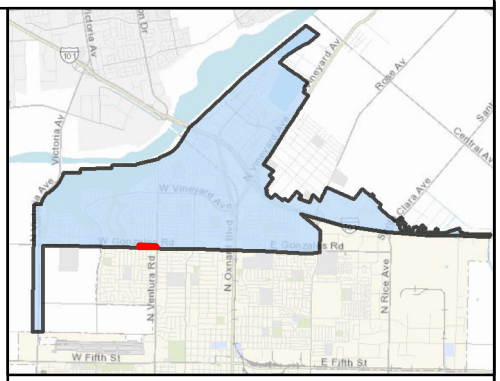
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 7 OF 17, GONZALES 05



## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,248.44 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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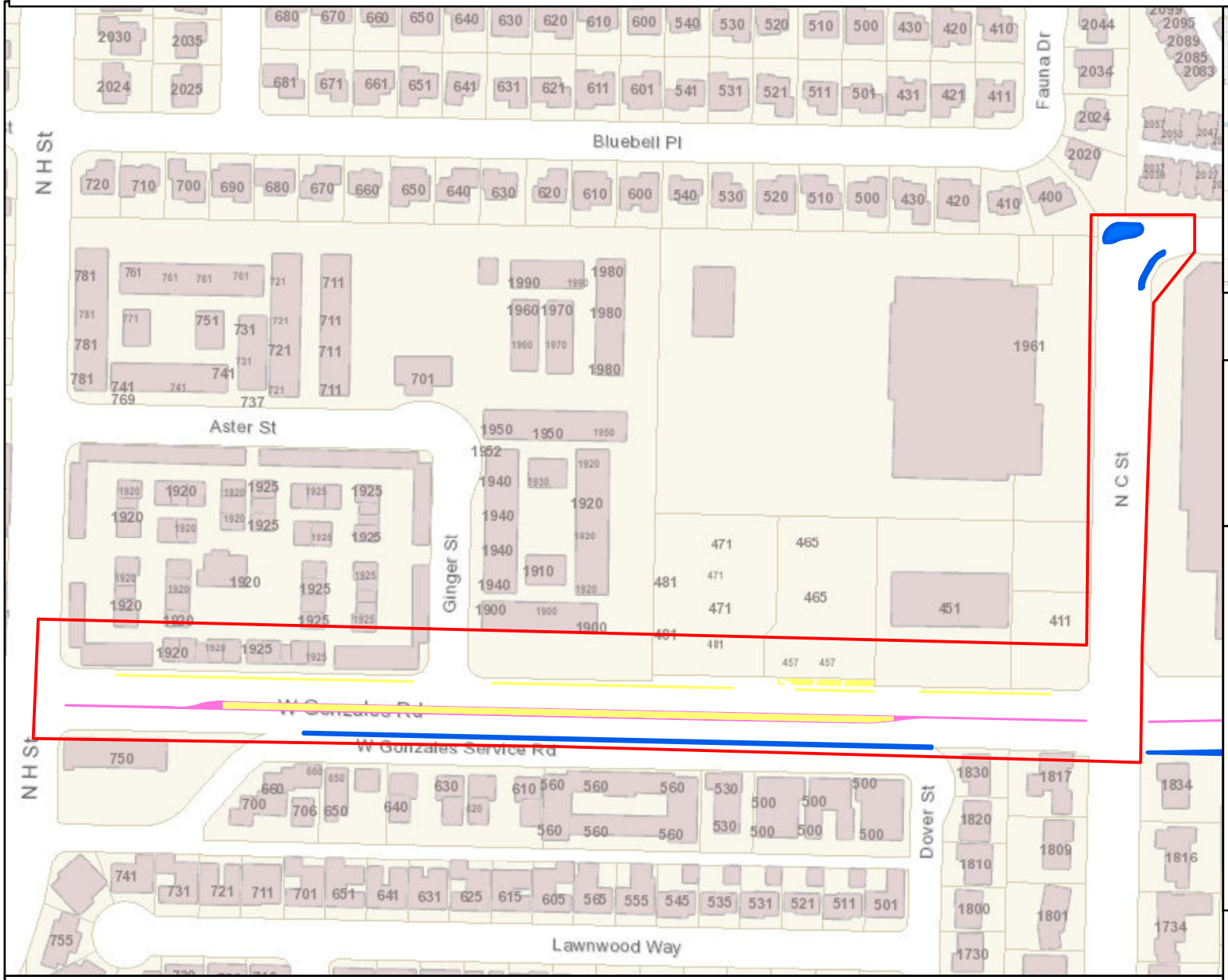
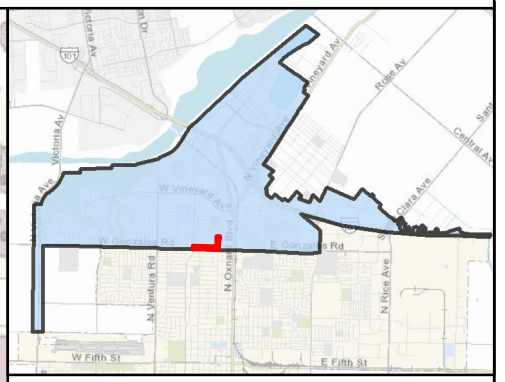
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 8 OF 17, GONZALES 08



## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,195.9 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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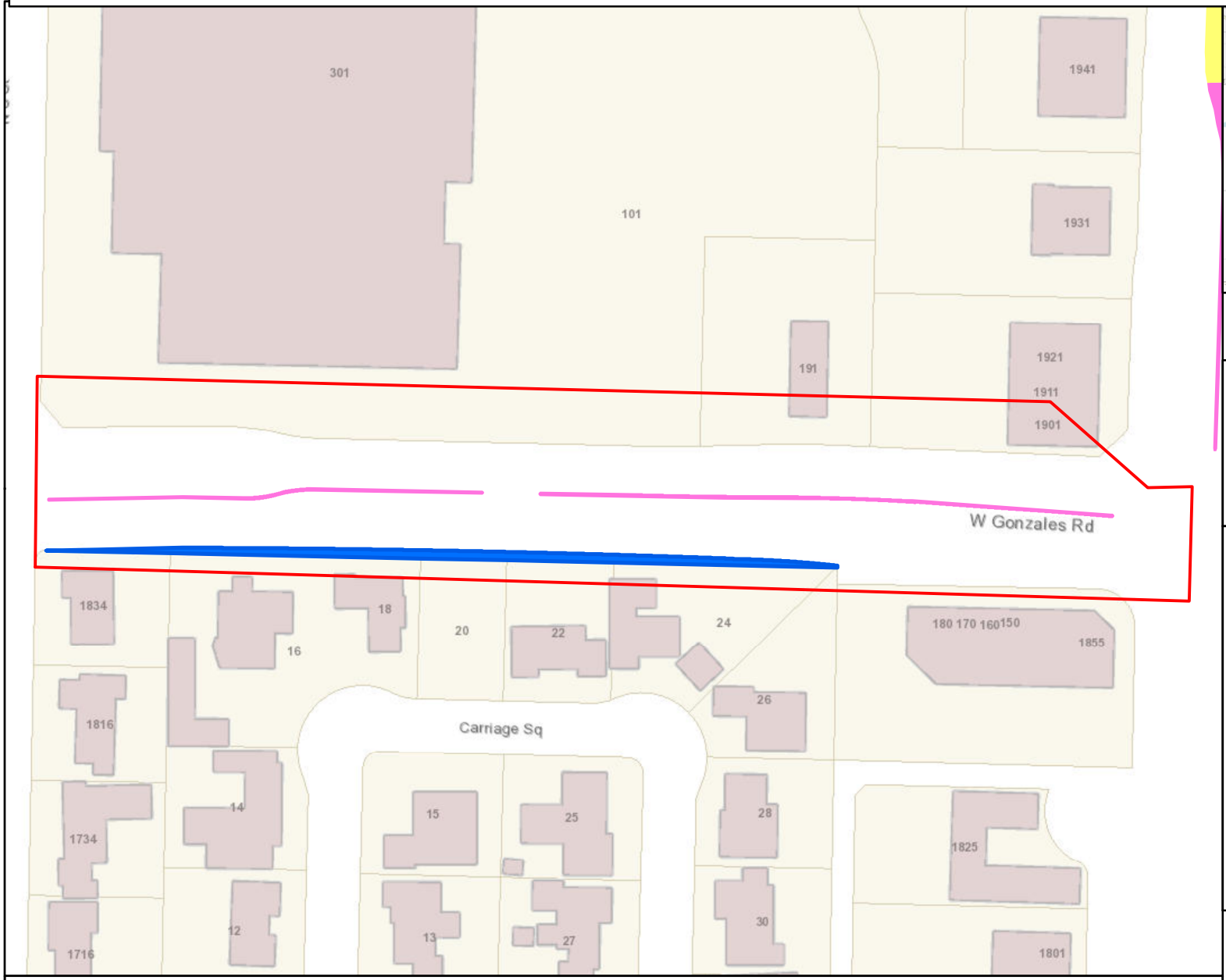
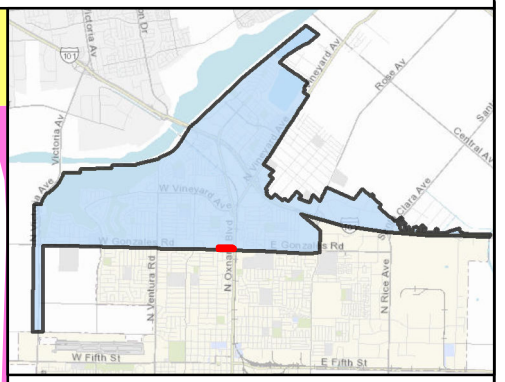
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 9 OF 17, GONZALES 09




## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,266.01 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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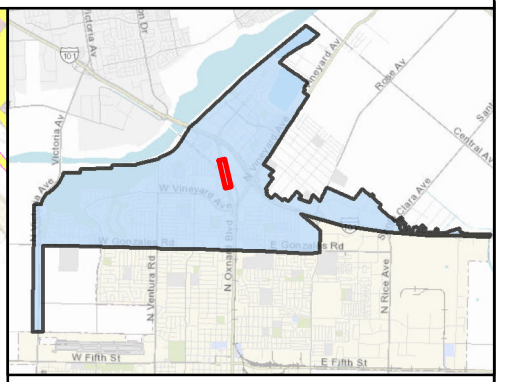
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 10 OF 17, OXNARD BL 2



## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,160.42 SQ FT
~0.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~29,054.9 SQ FT
~0.67 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 Feet

N

CITY OF OXNARD CALIFORNIA

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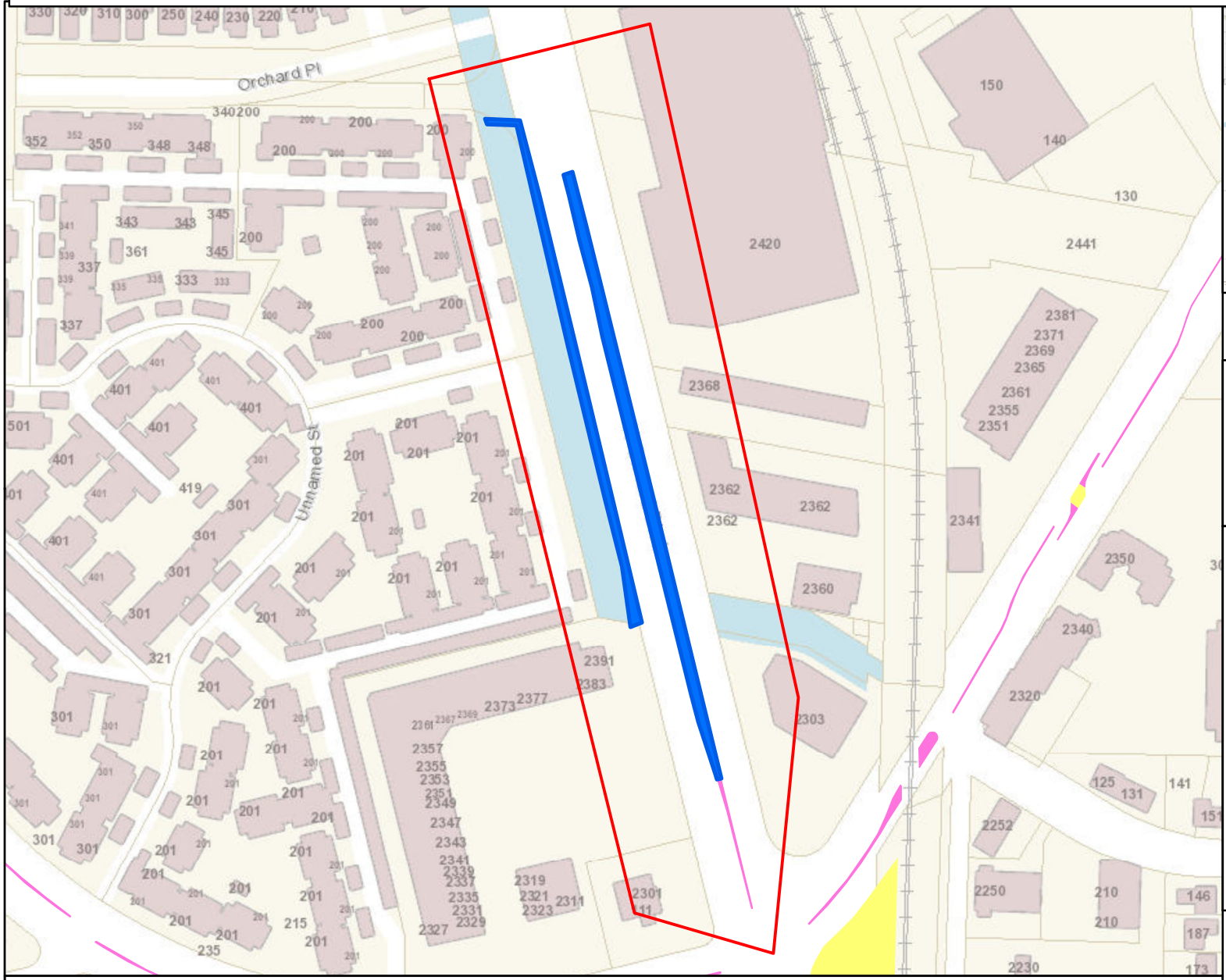
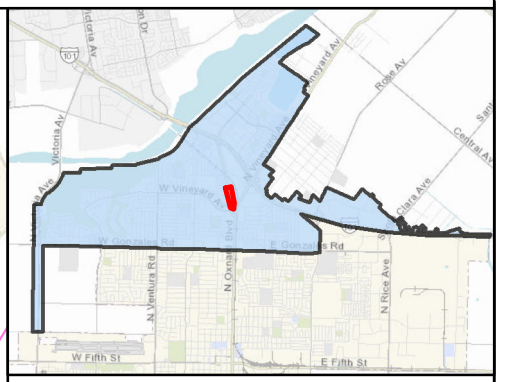
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 11 OF 17, OXNARD BL 3



## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,549.49 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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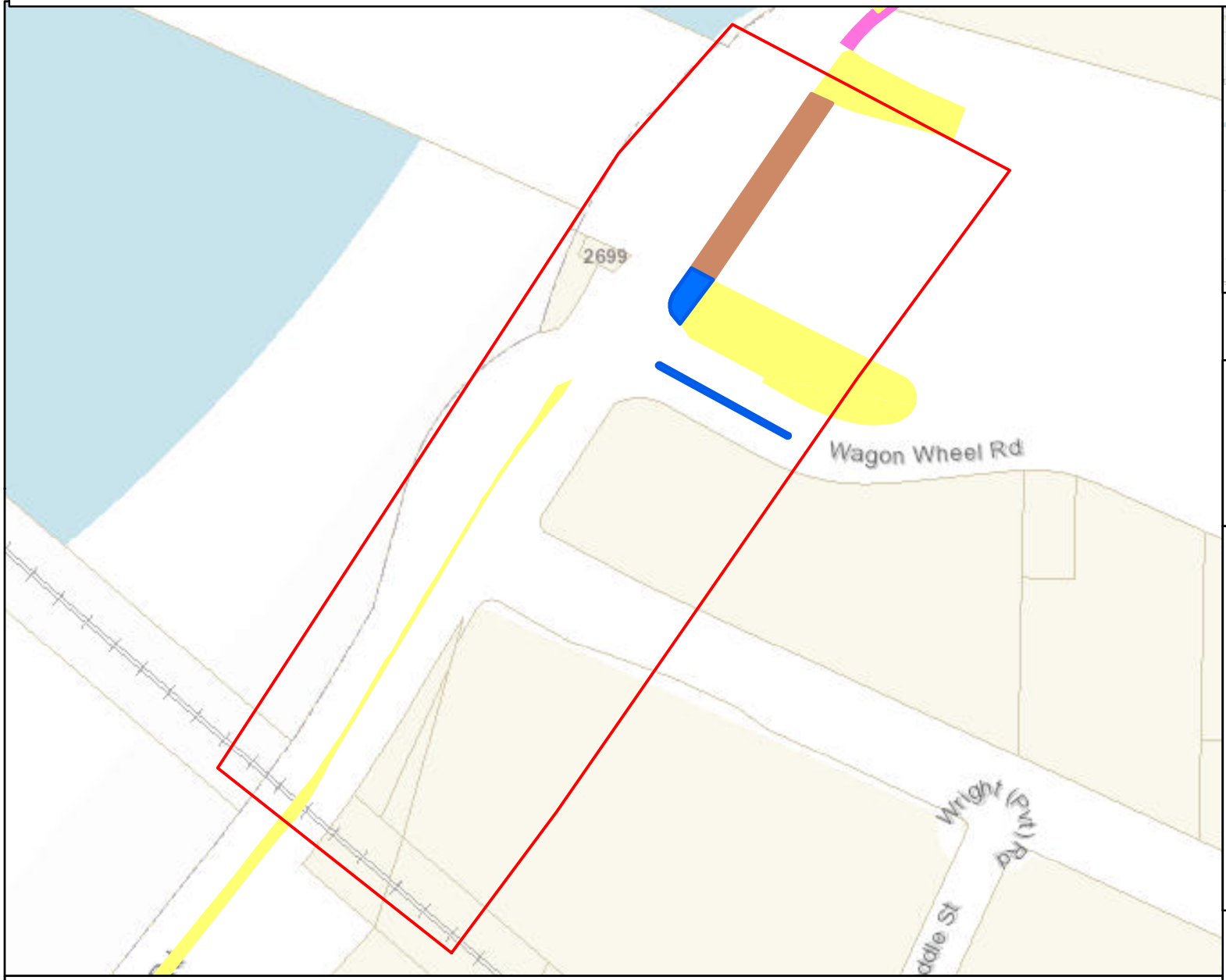
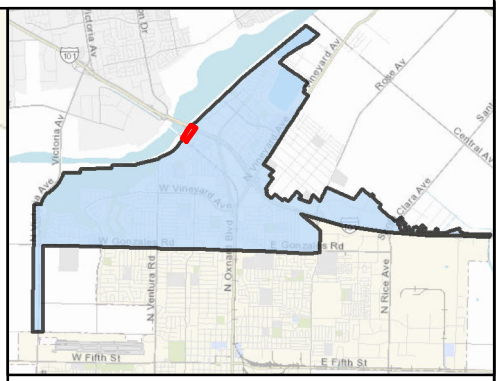
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 12 OF 17, VENTURA 2



## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,368.43 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,583.68 SQ FT
~0.15 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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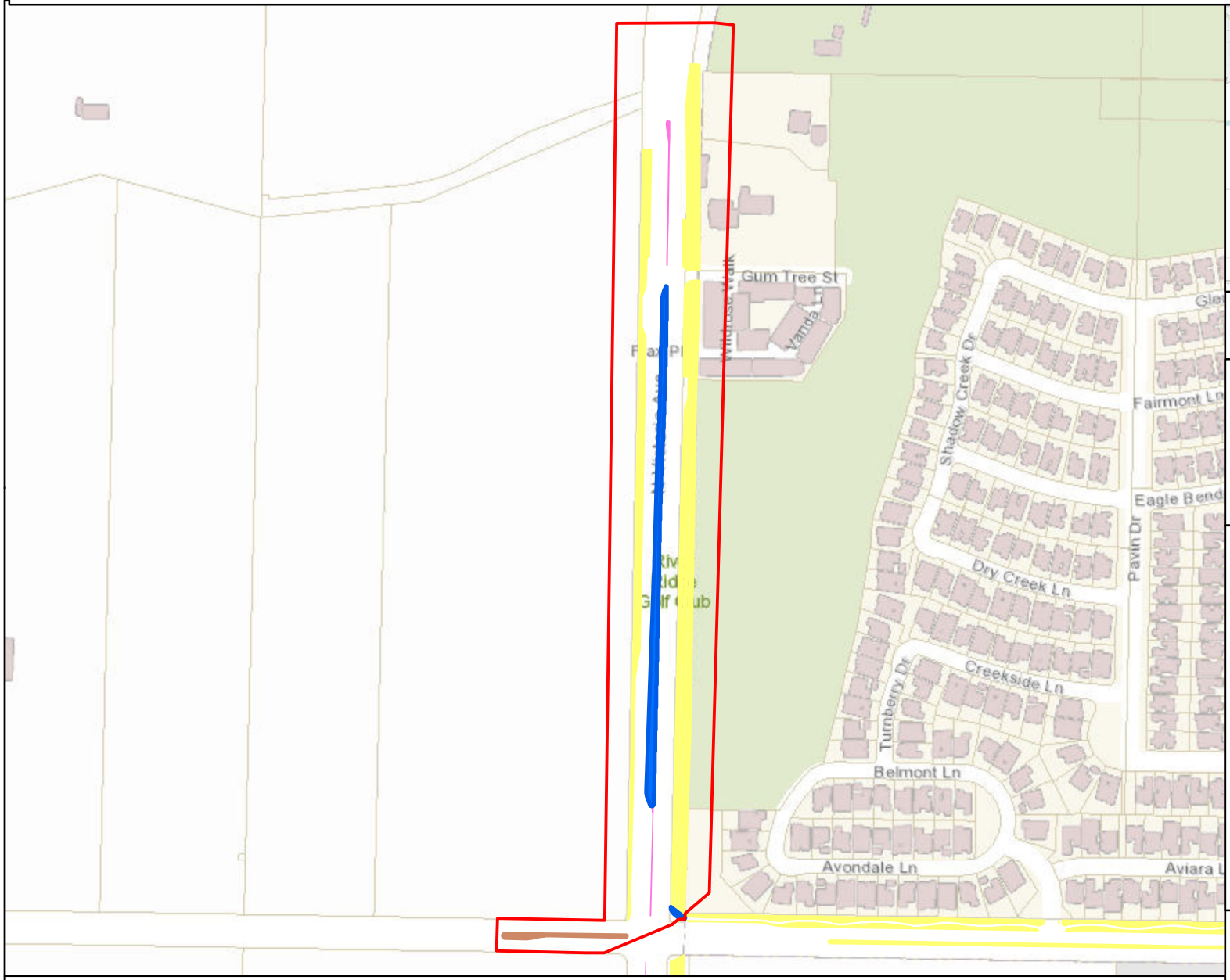
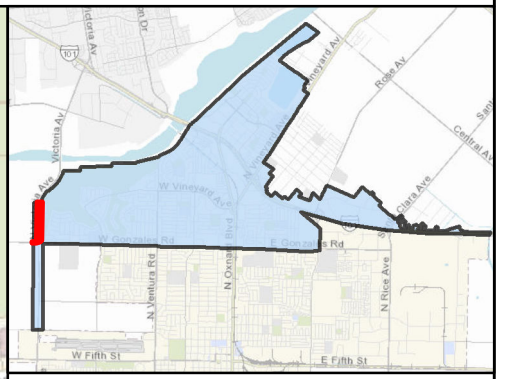
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 13 OF 17, VICTORIA 1



## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,136.43 SQ FT
~0.6 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,353.37 SQ FT
~0.05 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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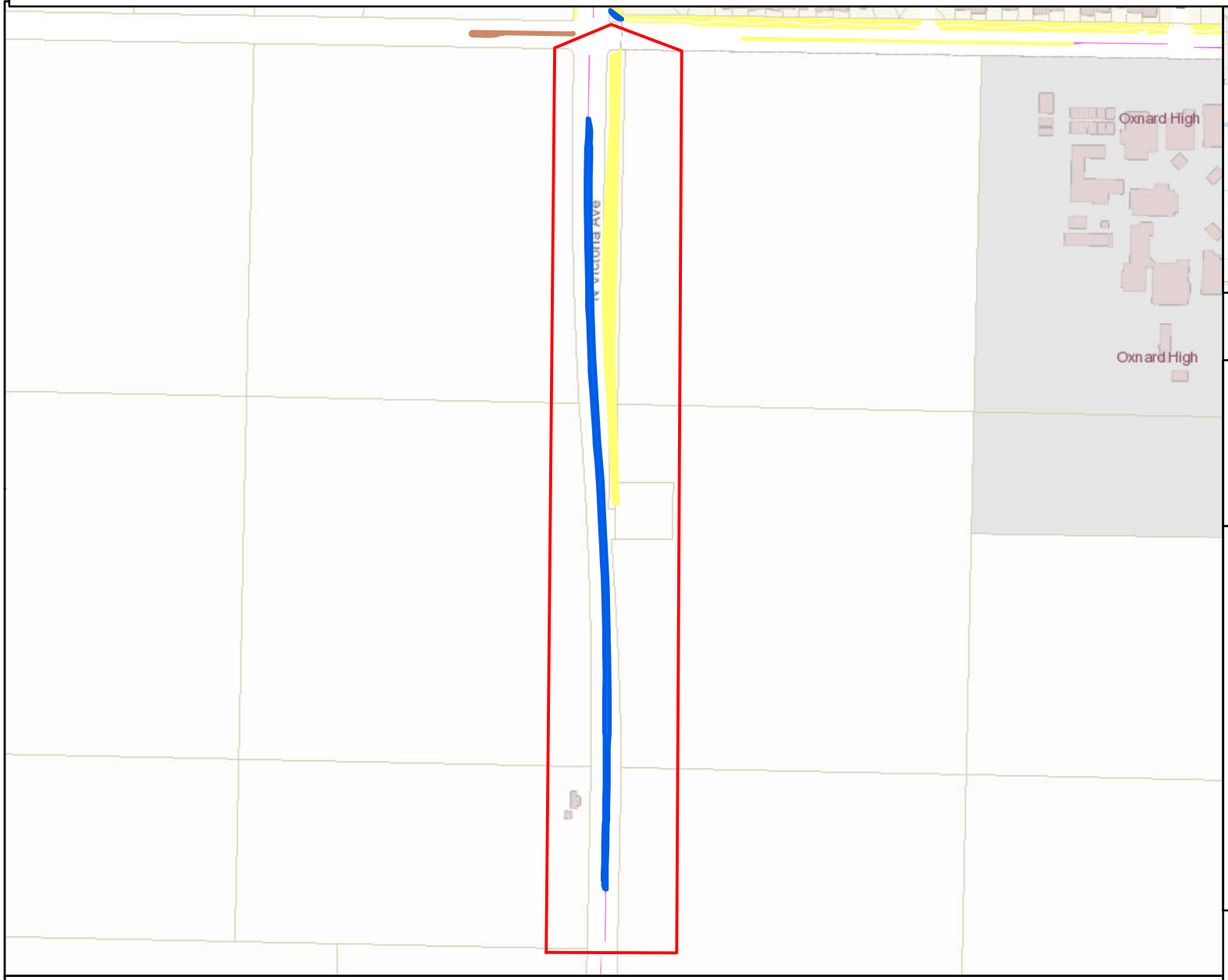
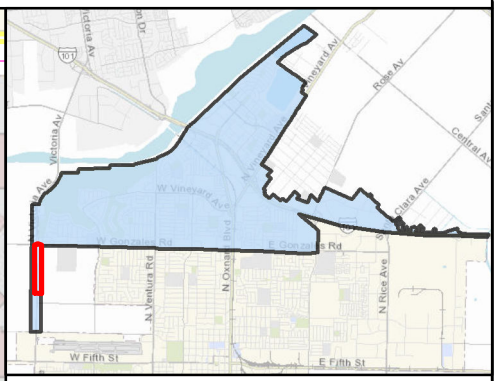
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 14 OF 17, VICTORIA 2




## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~46,940.5 SQ FT
~1.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape to bid on
Hardscape to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 4200 Feet

N

CITY OF OXNARD CALIFORNIA

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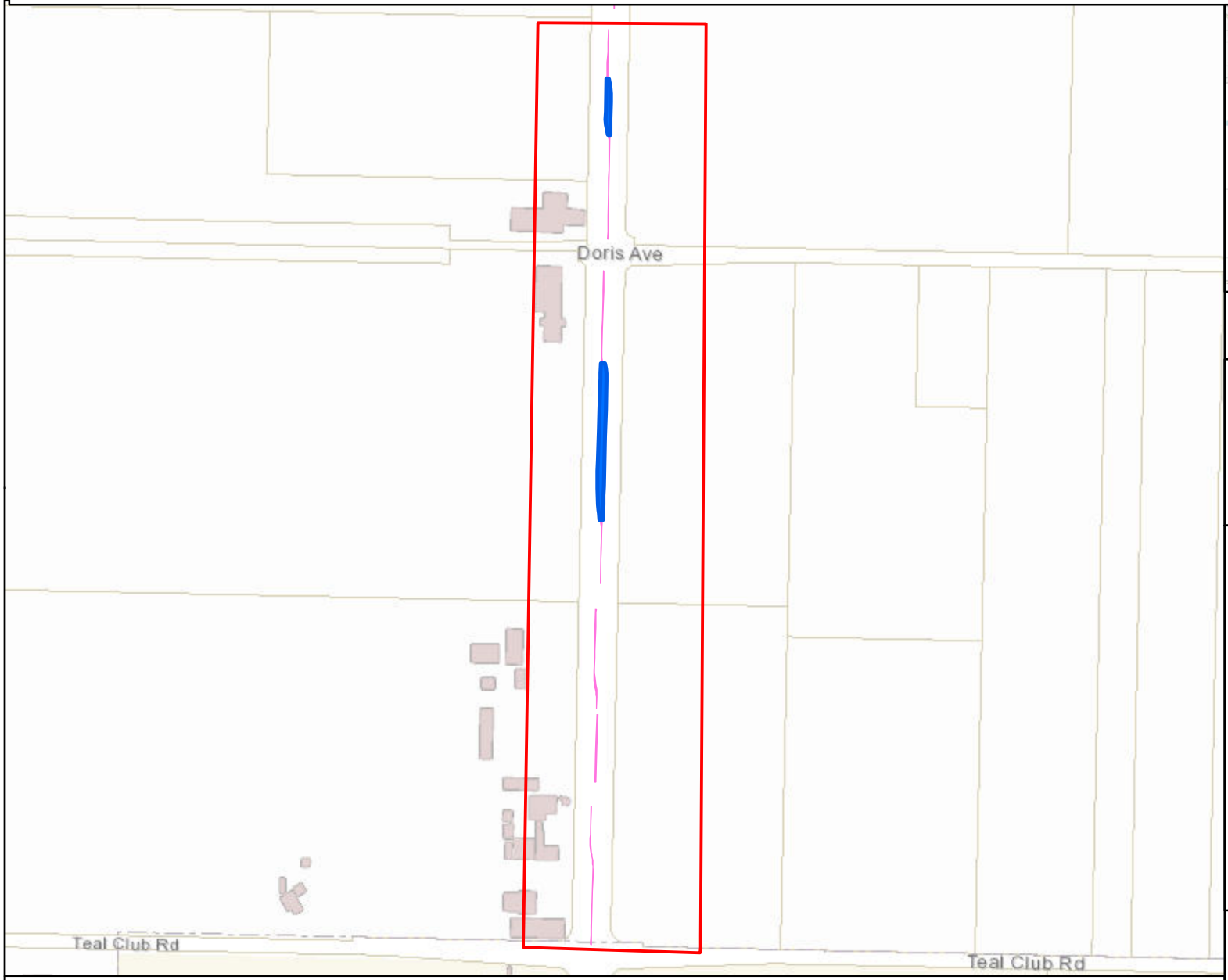
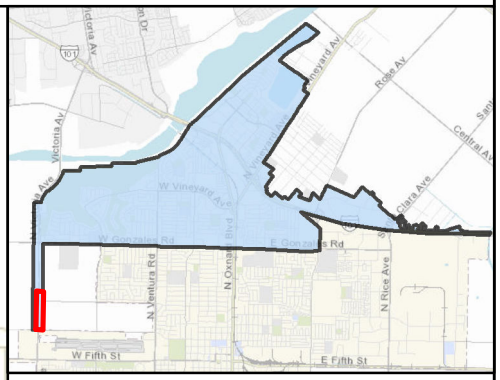
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 15 OF 17, VICTORIA 3




## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,757.07 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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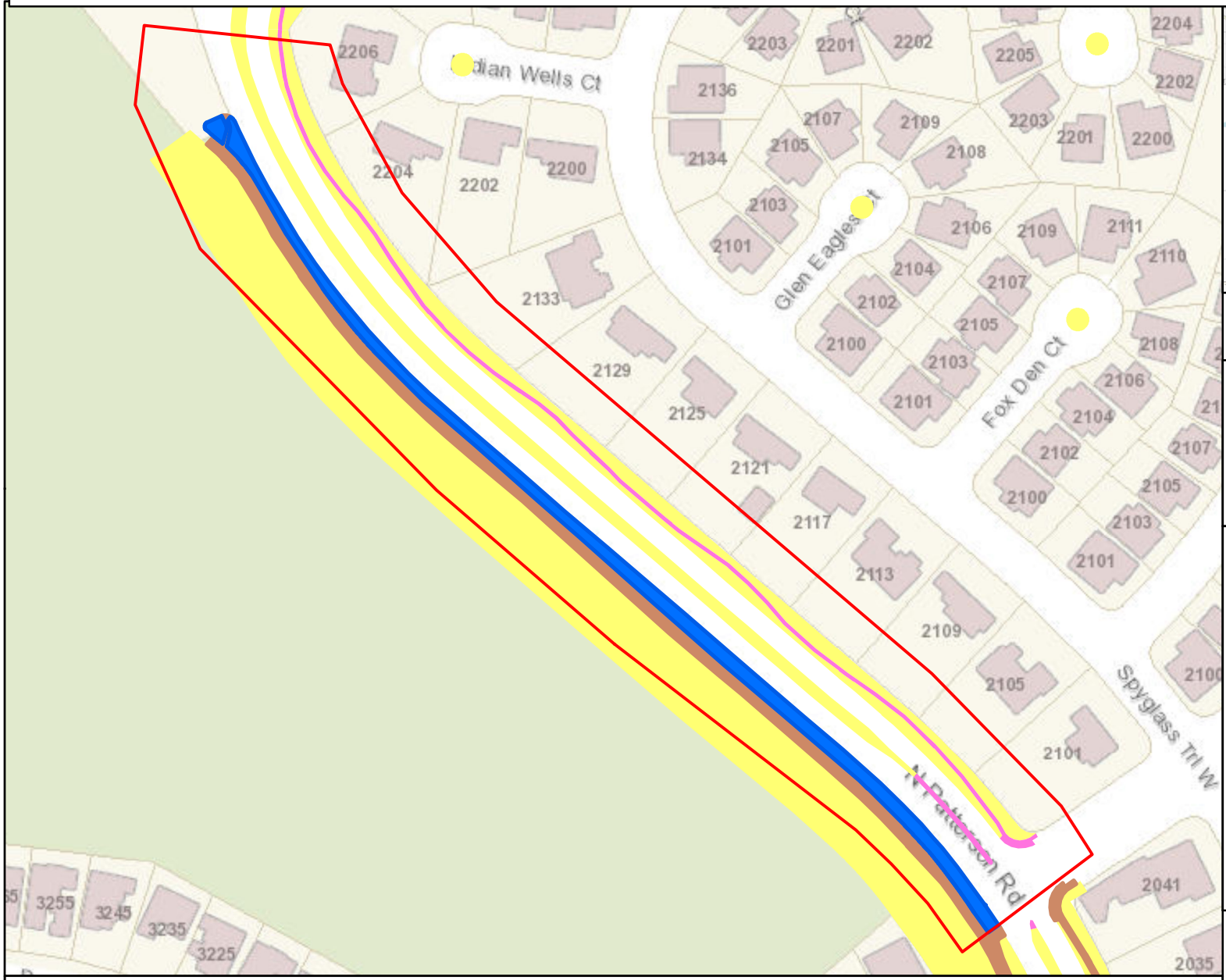
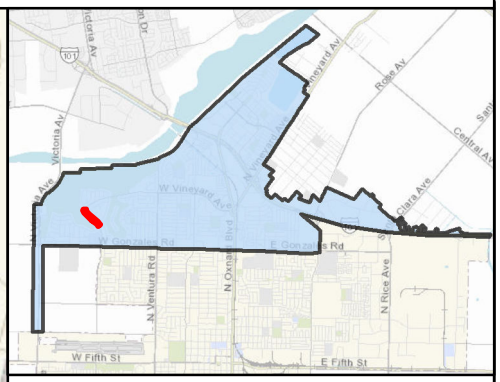
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 16 OF 17, VINEYARD 6




## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,497.1 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,782.36 SQ FT
~0.48 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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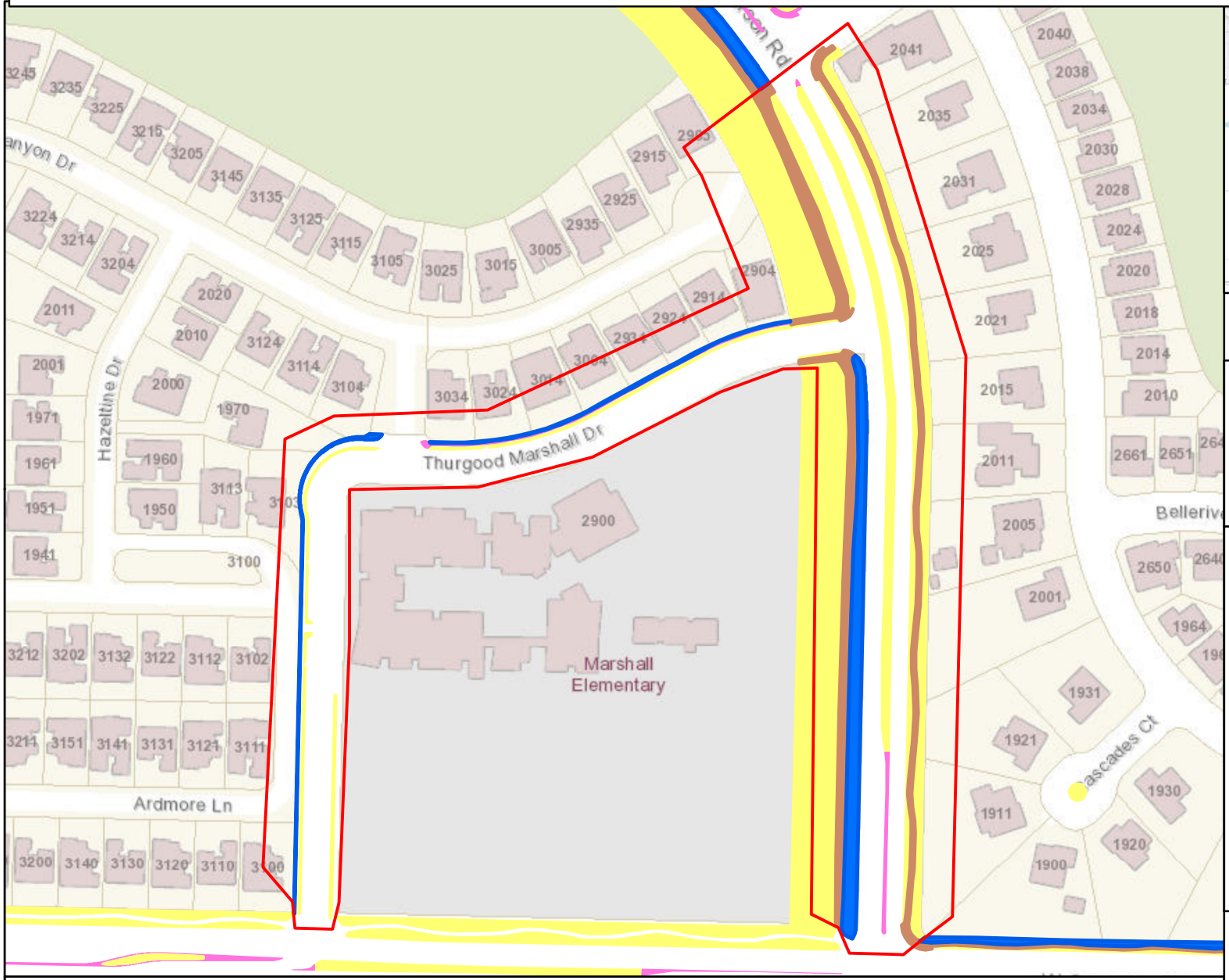
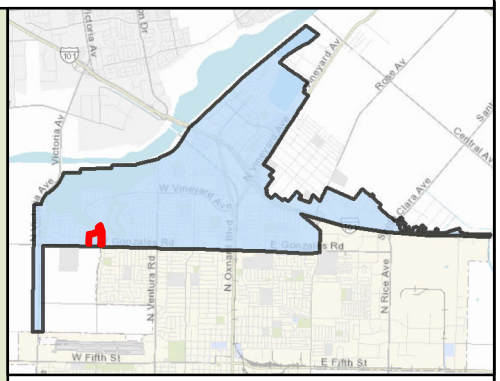
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 17 OF 17, VINEYARD 7/ THURGOOD MARSHALL



## MAINTENANCE TOTALS

### REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,424 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~25,731.76 SQ FT
~0.59 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor. The Agreement previously has been amended on October 21, 2021, by a First Amendment,

City and Vendor agree as follows:

1. In Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscaping Maintenance located in Median ways located within Region 2."

2. In Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscaping Maintenance and Twice Monthly Lawn Mowing located in Median ways located within Region 2 of Location Map which is attached hereto and incorporated herein."

3. In Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,535,000.00"

4. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the with Rates and Cost Exhibit-June 2022. The Rates and Cost Exhibit is hereby disincorporated; instead, the Rates and Cost Exhibit-June 2022 is attached hereto and incorporated herein by this reference.

5. The reference to the Region 2 Work Detail maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached Region 2 Work Detail as of June 2022. Exhibit. The attached Region 2 Work Detail as of June 2022. Exhibit is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

**CITY OF OXNARD**

_____ _____
☑ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ _____, 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

**MARIPOSA LANDSCAPES, INC.**

_____ _____
Terry Noriega, President[2] Date

_____ _____
Antonio Valenzuela, Secretary Date

1

2

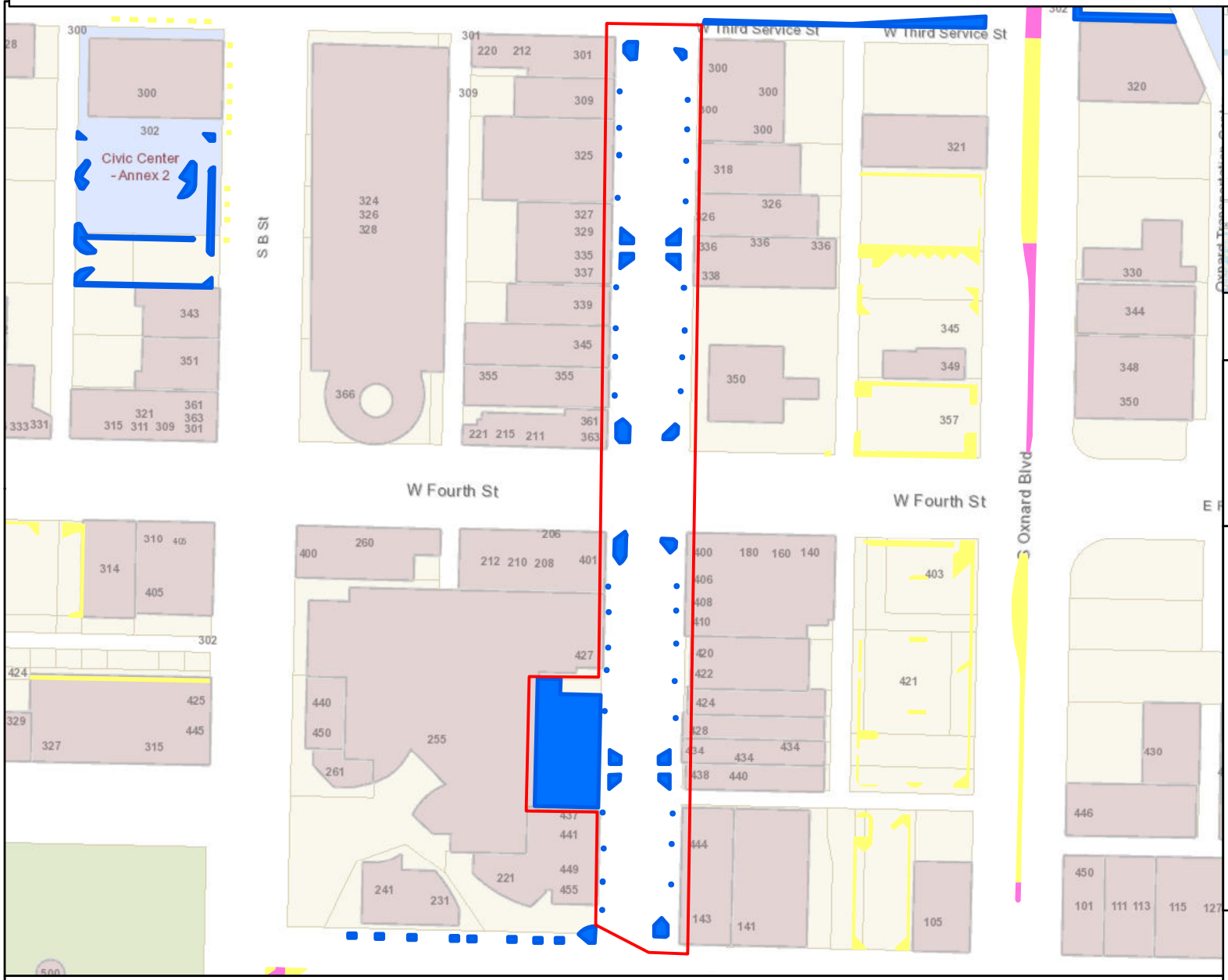
## RATES AND COSTS EXHIBIT- JUNE 2022

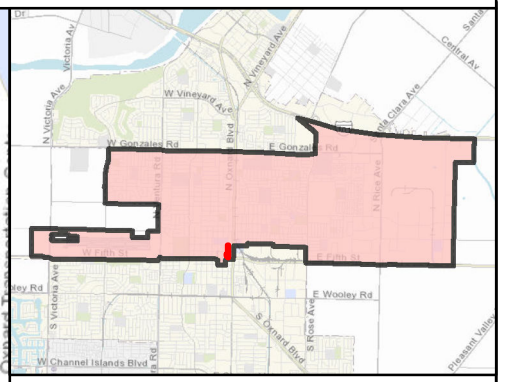
The Vendor shall provide monthly landscape maintenance services and twice monthly lawn mowing services within the City's Landscape Medians located with Region 2

| | Monthly Cost |
|---|---|
| Twice Monthly Service Region 2 Areas | $71,807.72 |
| 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 2 WORK DETAIL
# AS OF June 2022

# REGION 2 WORK DETAIL: PAGE 1 OF 22, A ST NORTH 1



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,319.13 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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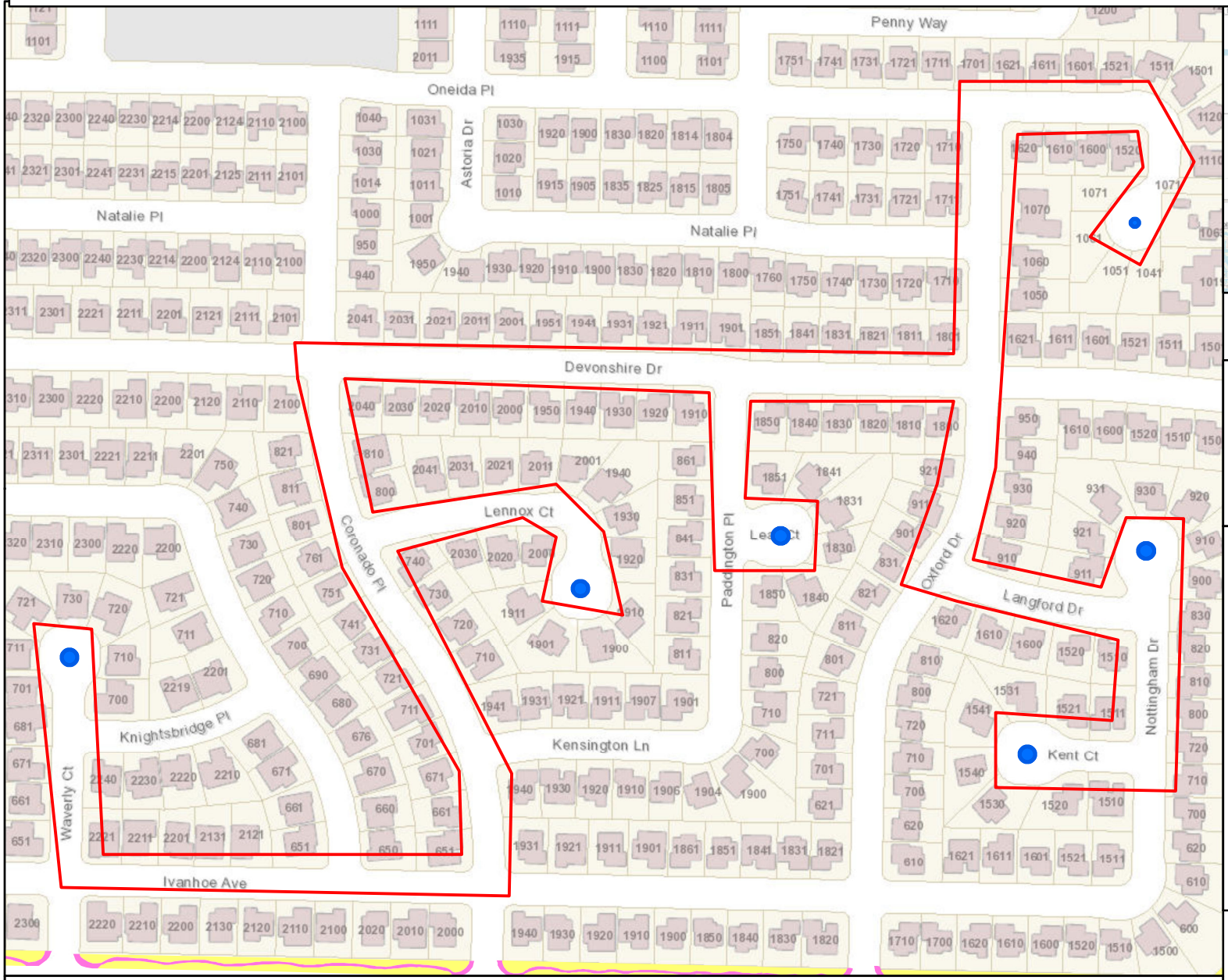
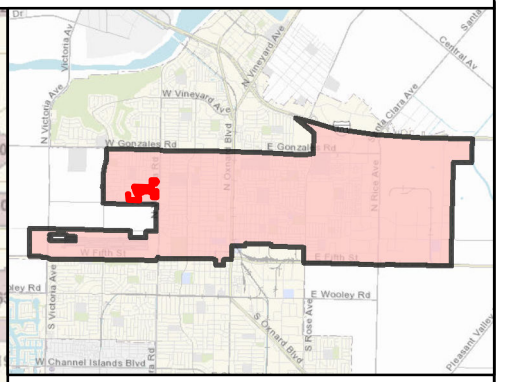
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 2 OF 22, CABRILLO 1




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,492.18 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape to bid on
Hardscape to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 Feet

N

CITY OF OXNARD CALIFORNIA

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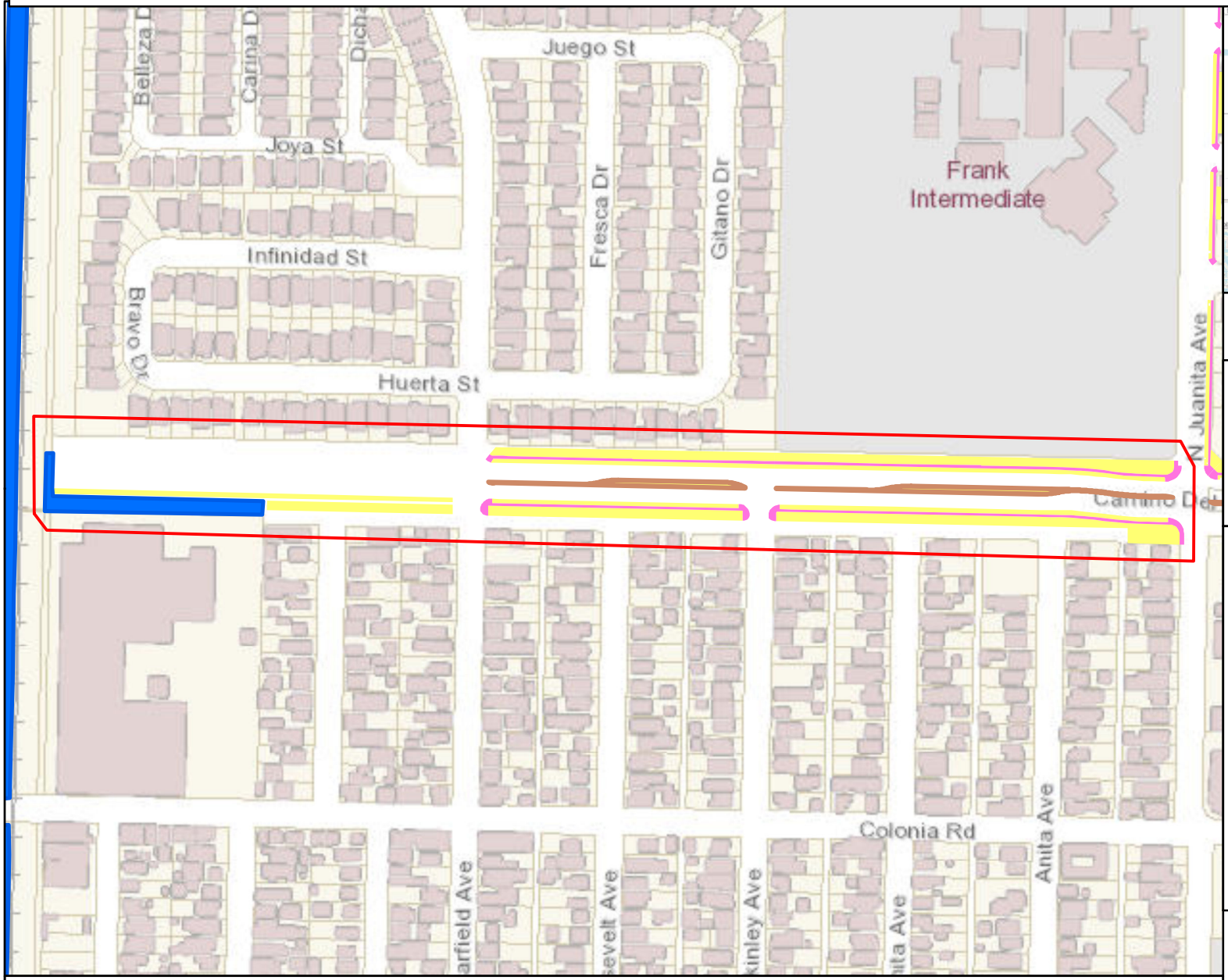
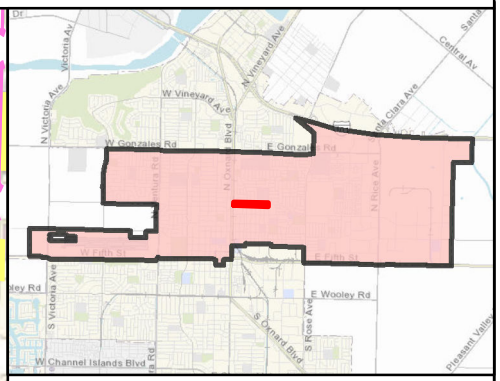
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 3 OF 22, CAMINO DEL SOL 1



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,263.3 SQ FT
~0.37 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,793.26 SQ FT
~0.13 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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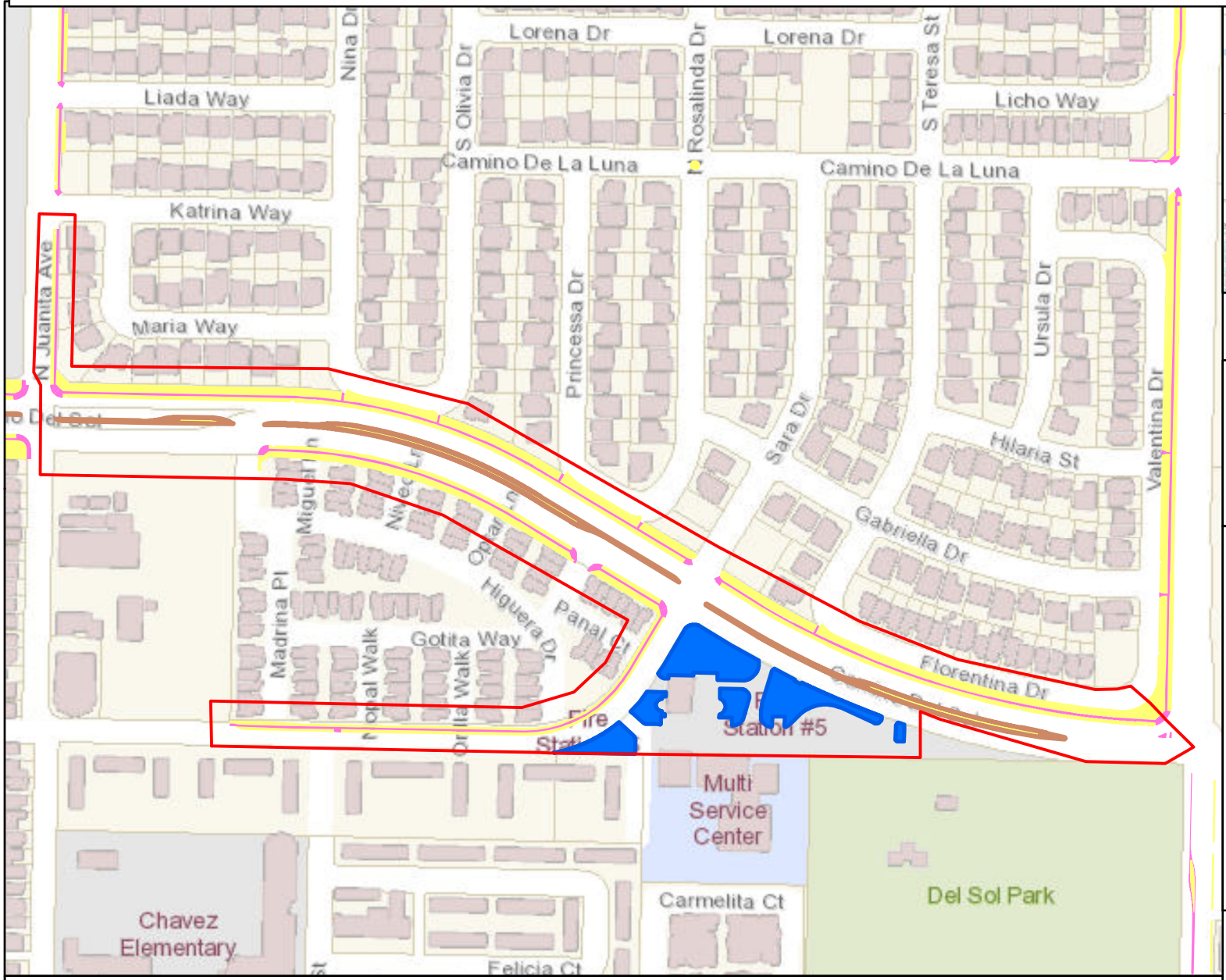
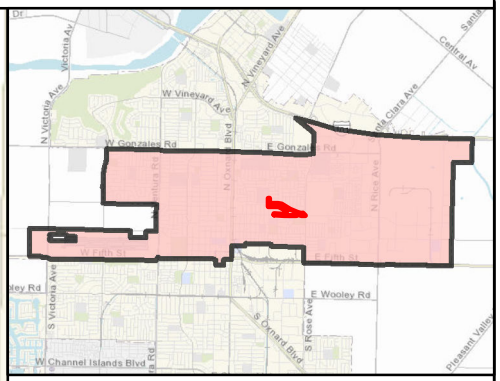
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 4 OF 22, CAMINO DEL SOL 2



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~47,111.53 SQ FT
~1.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,202.39 SQ FT
~0.28 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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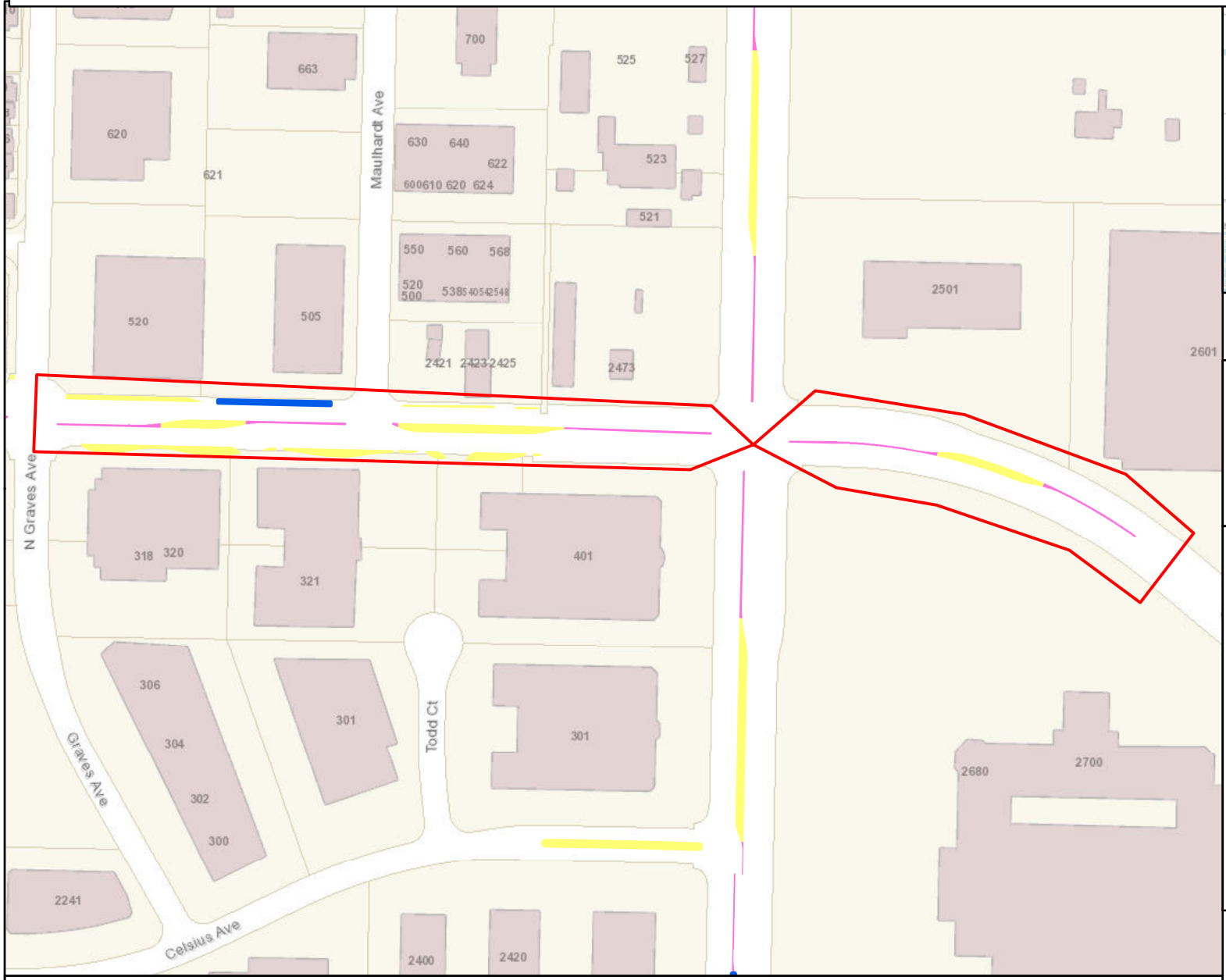
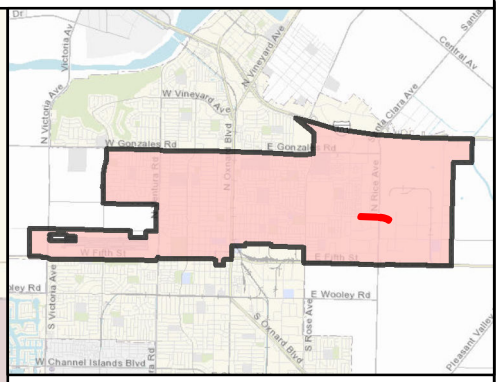
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 5 OF 22, CAMINO DEL SOL 4




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~999.82 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 Feet

N

CITY OF OXNARD CALIFORNIA

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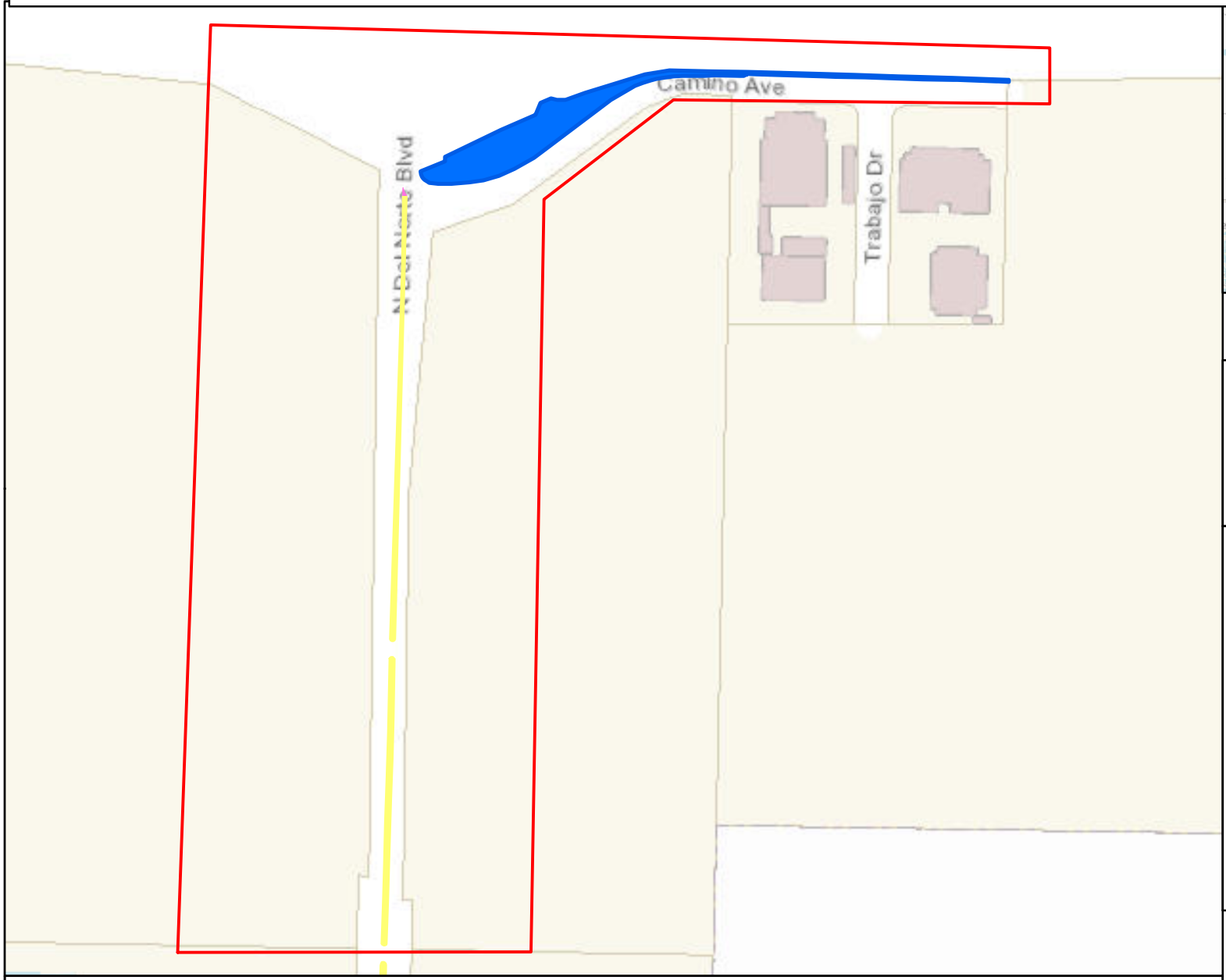
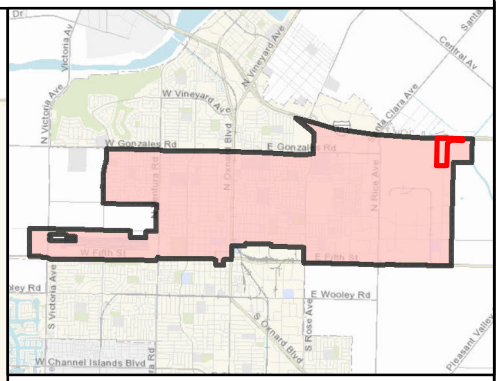
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 6 OF 22, DEL NORTE 1



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,758.38 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 Feet

N

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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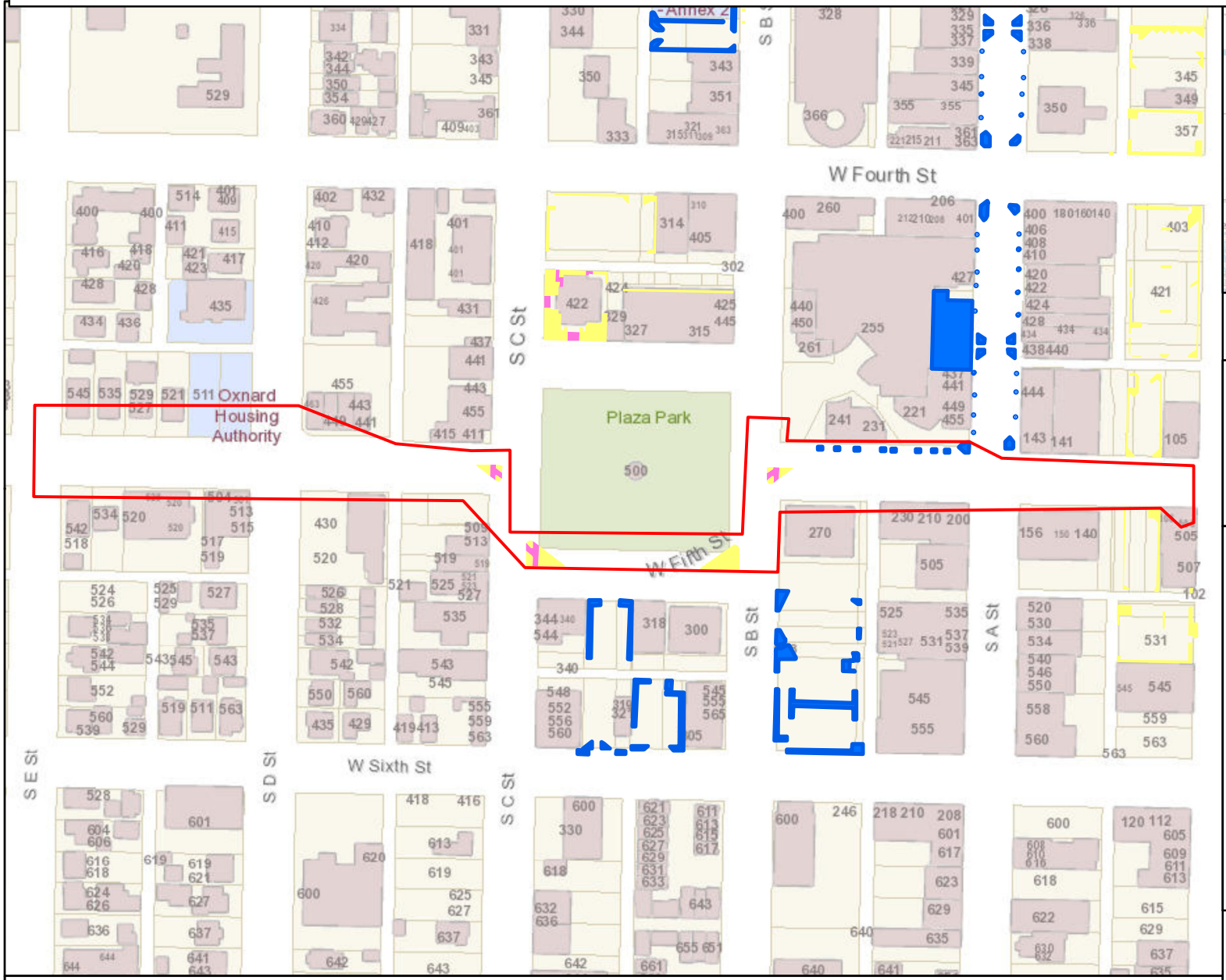
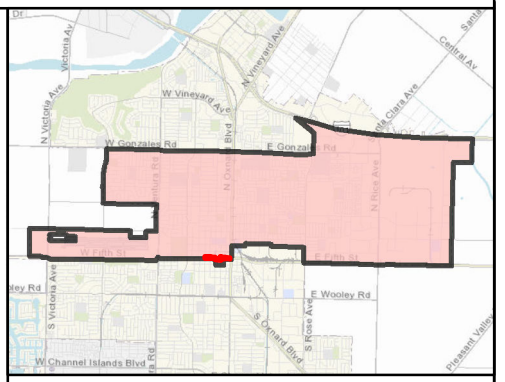
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 7 OF 22, FIFTH ST 07



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~463.16 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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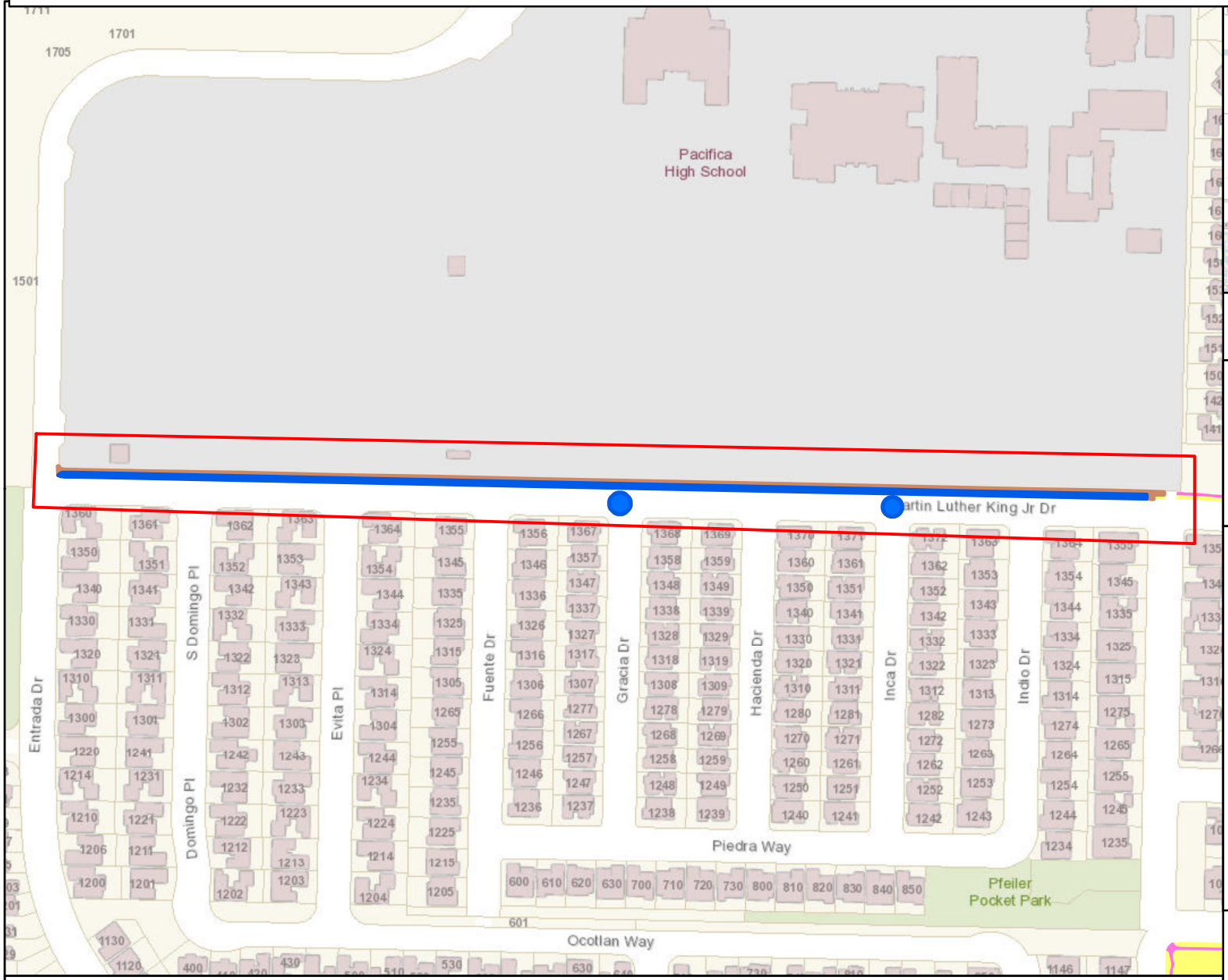
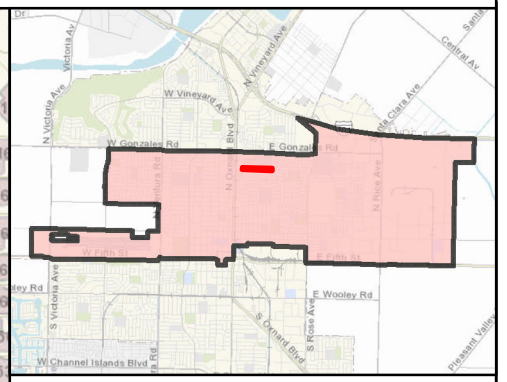
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 8 OF 22, MLK 1



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,698.41 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,110.77 SQ FT
~0.28 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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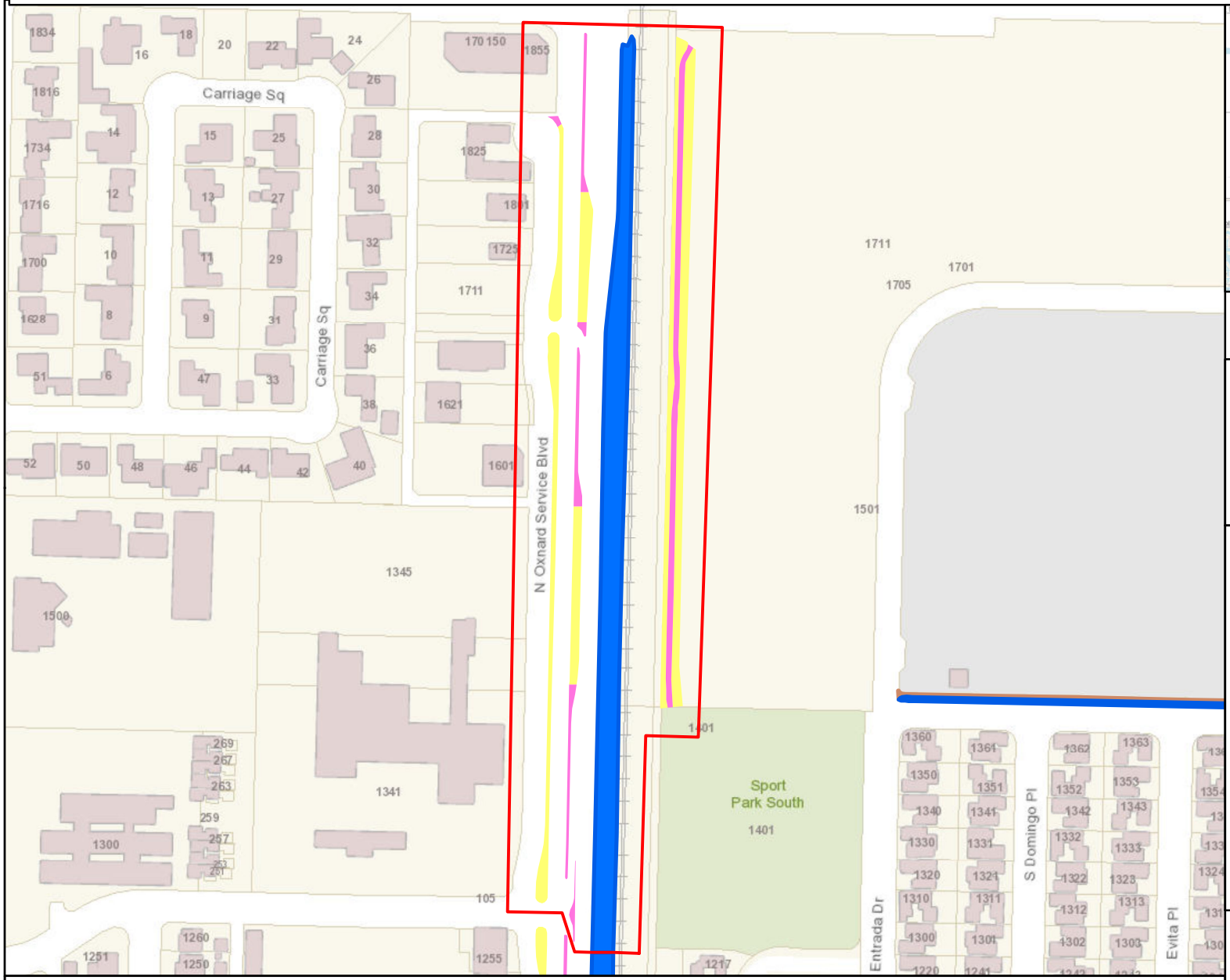
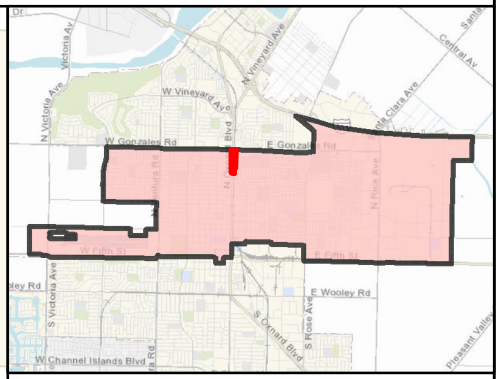
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 9 OF 22, OXNARD BLVD 1



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~61,740.17 SQ FT
~1.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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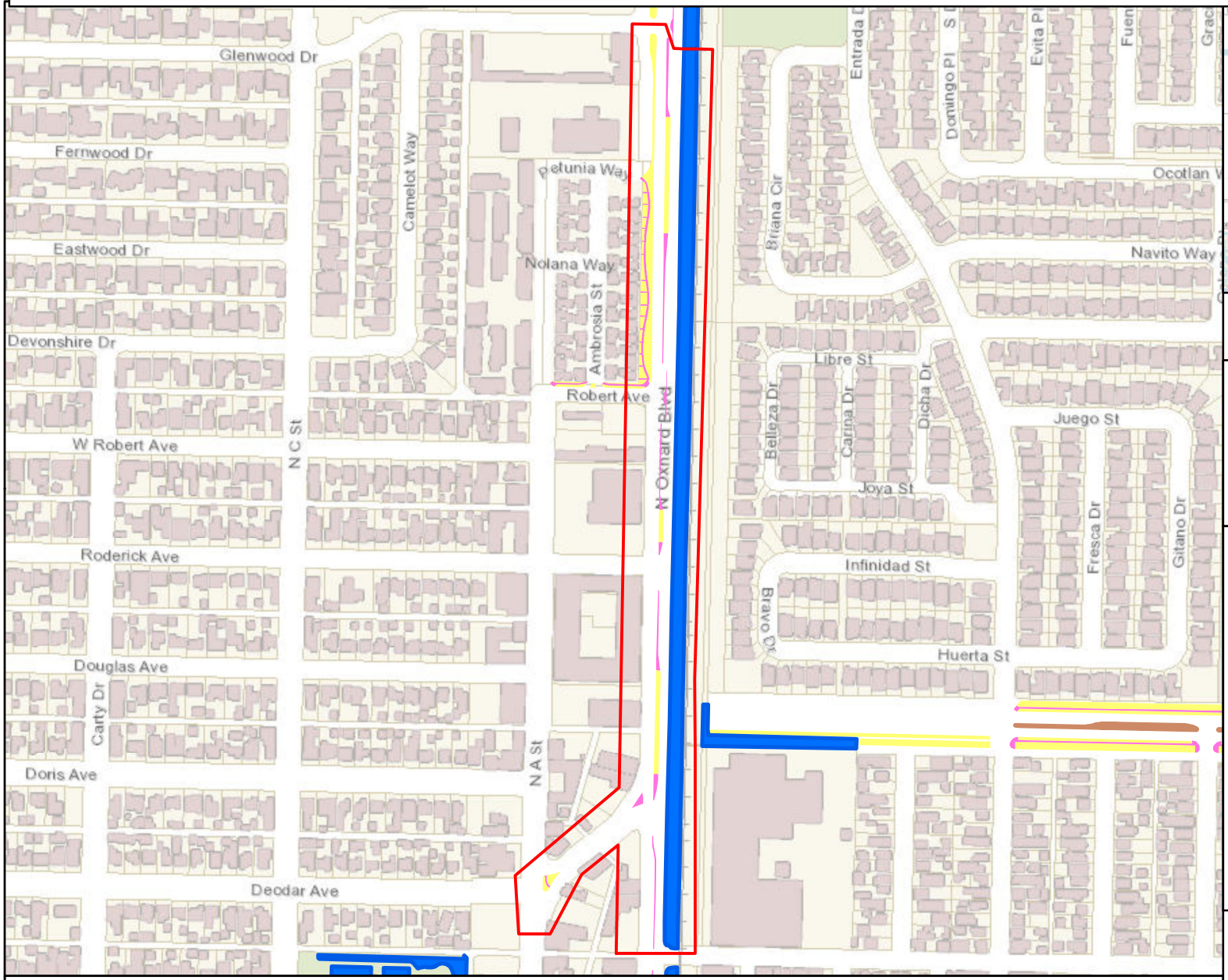
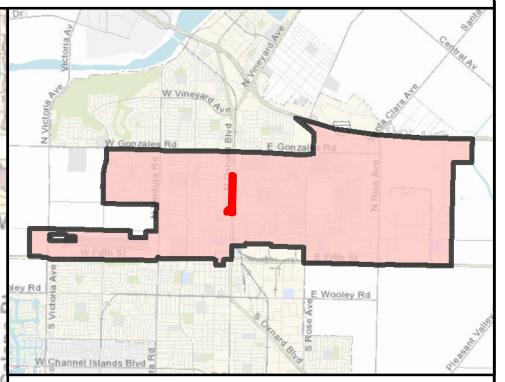
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 10 OF 22, OXNARD BLVD 2




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~111,416.29 SQ FT
~2.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

CITY OF OXNARD CALIFORNIA

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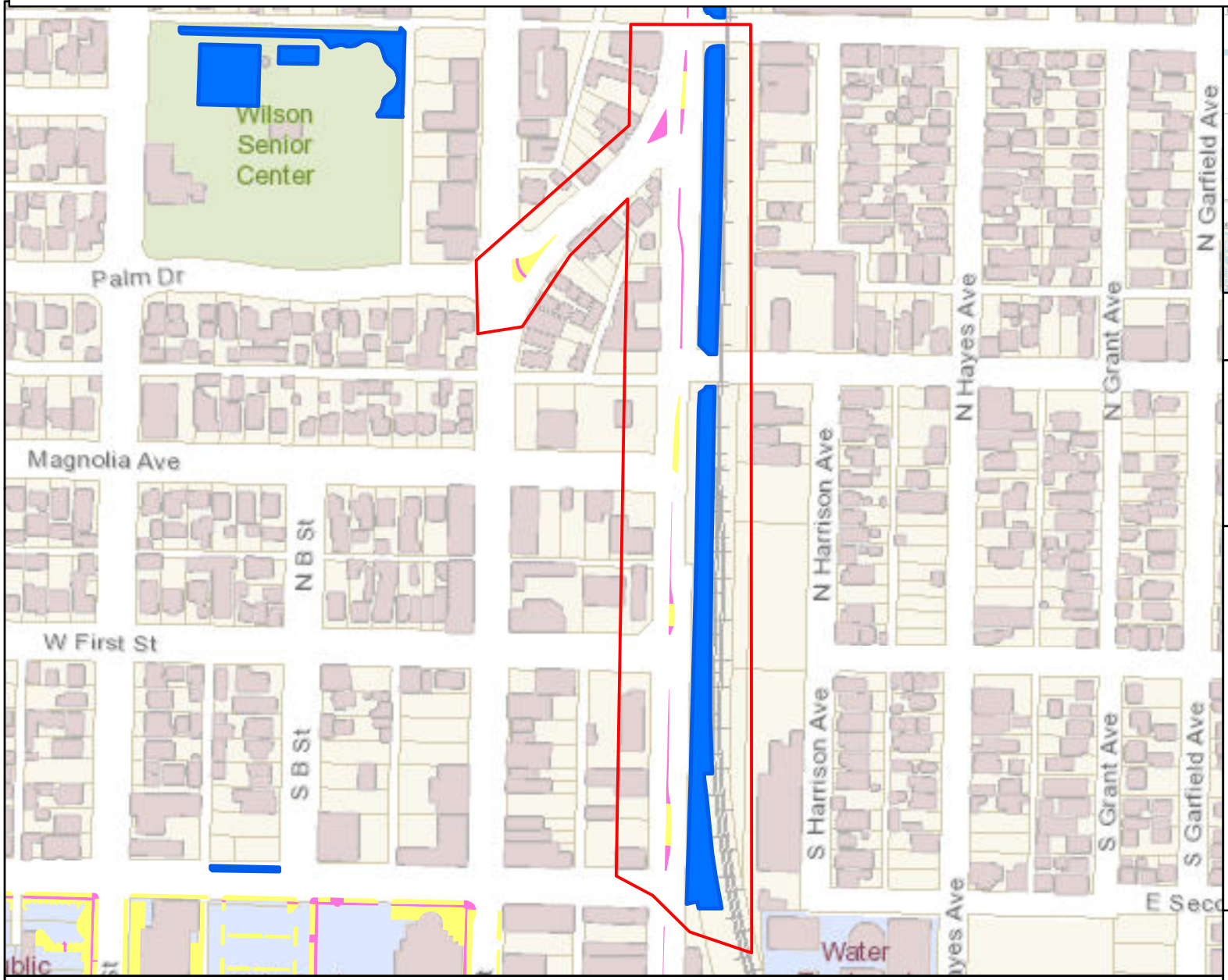
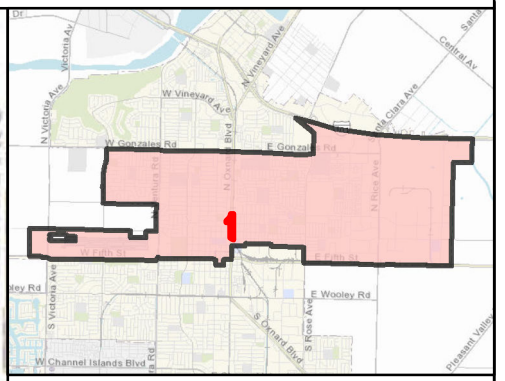
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 11 OF 22, OXNARD BLVD 3




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~60,834.12 SQ FT
~1.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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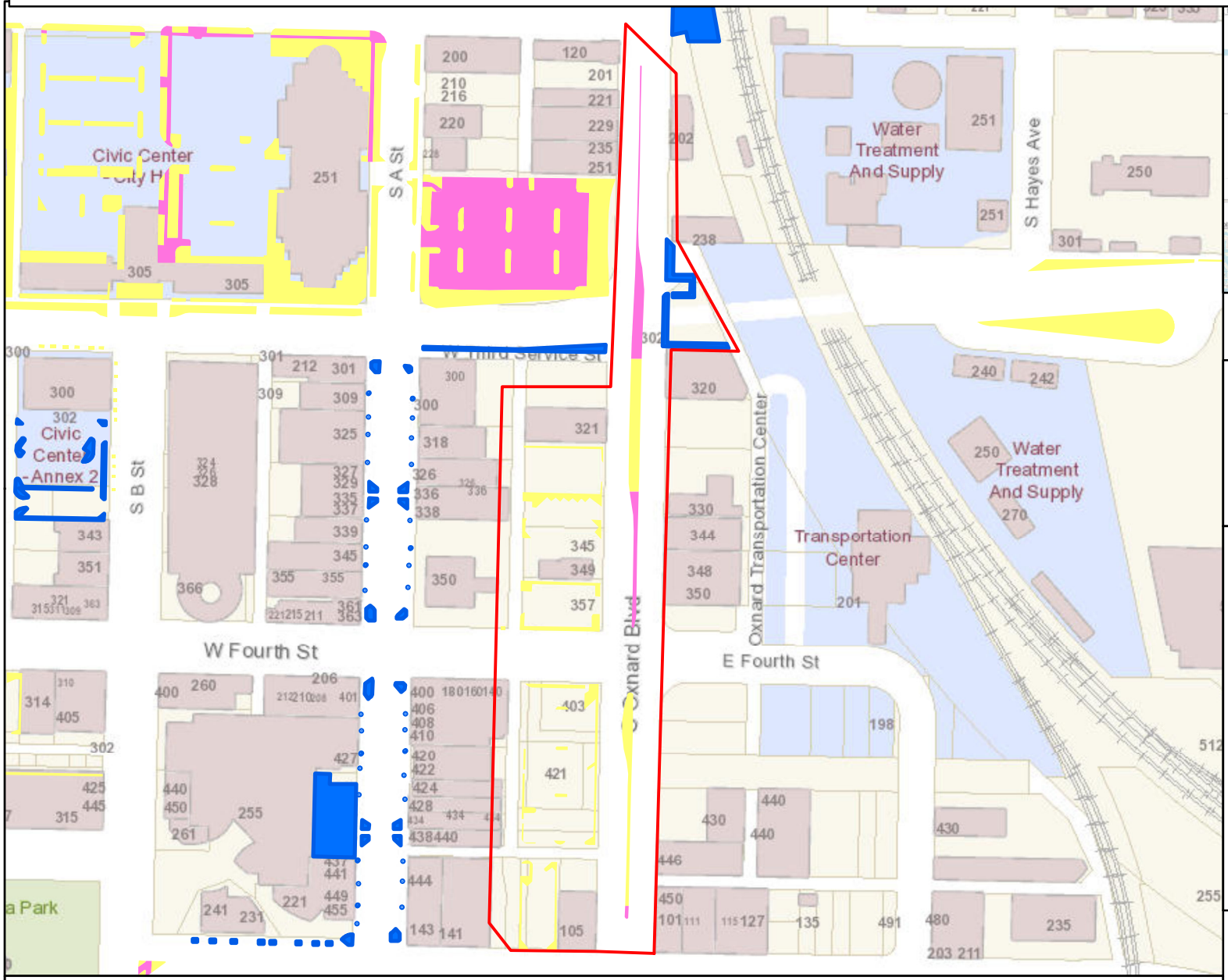
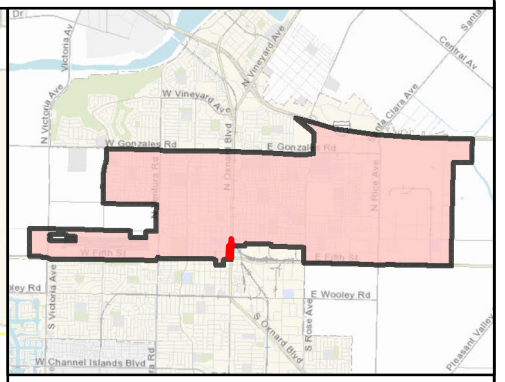
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 12 OF 22, OXNARD BLVD 4




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,219.68 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 Feet

N

CITY OF OXNARD CALIFORNIA

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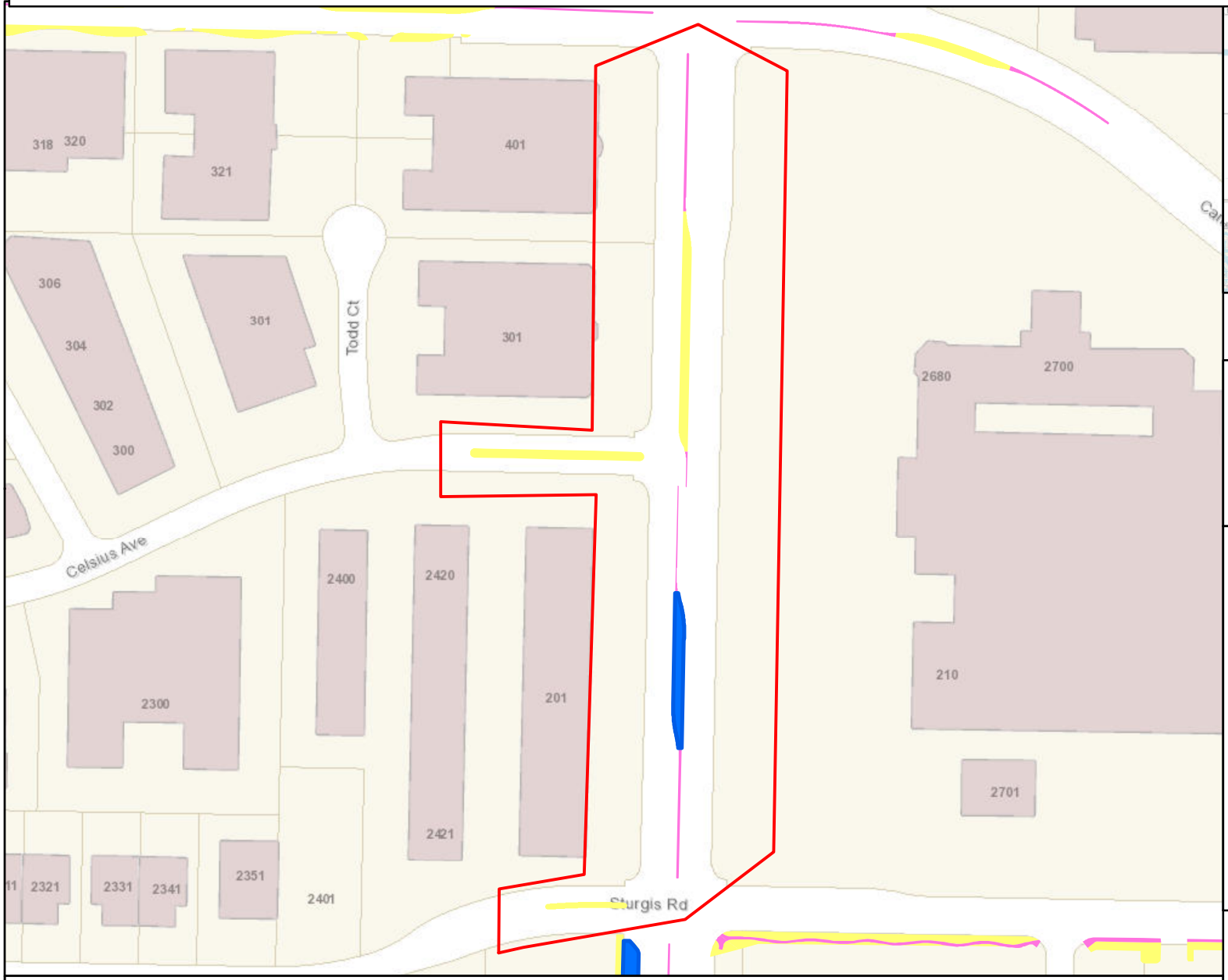
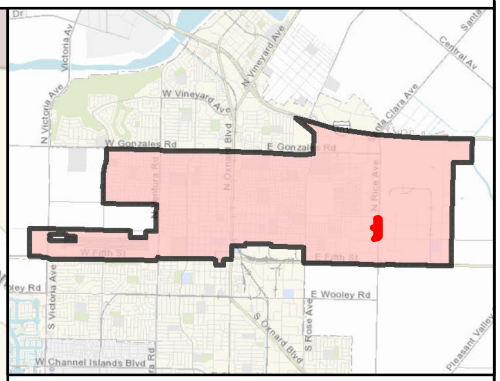
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 13 OF 22, RICE 4




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,664.95 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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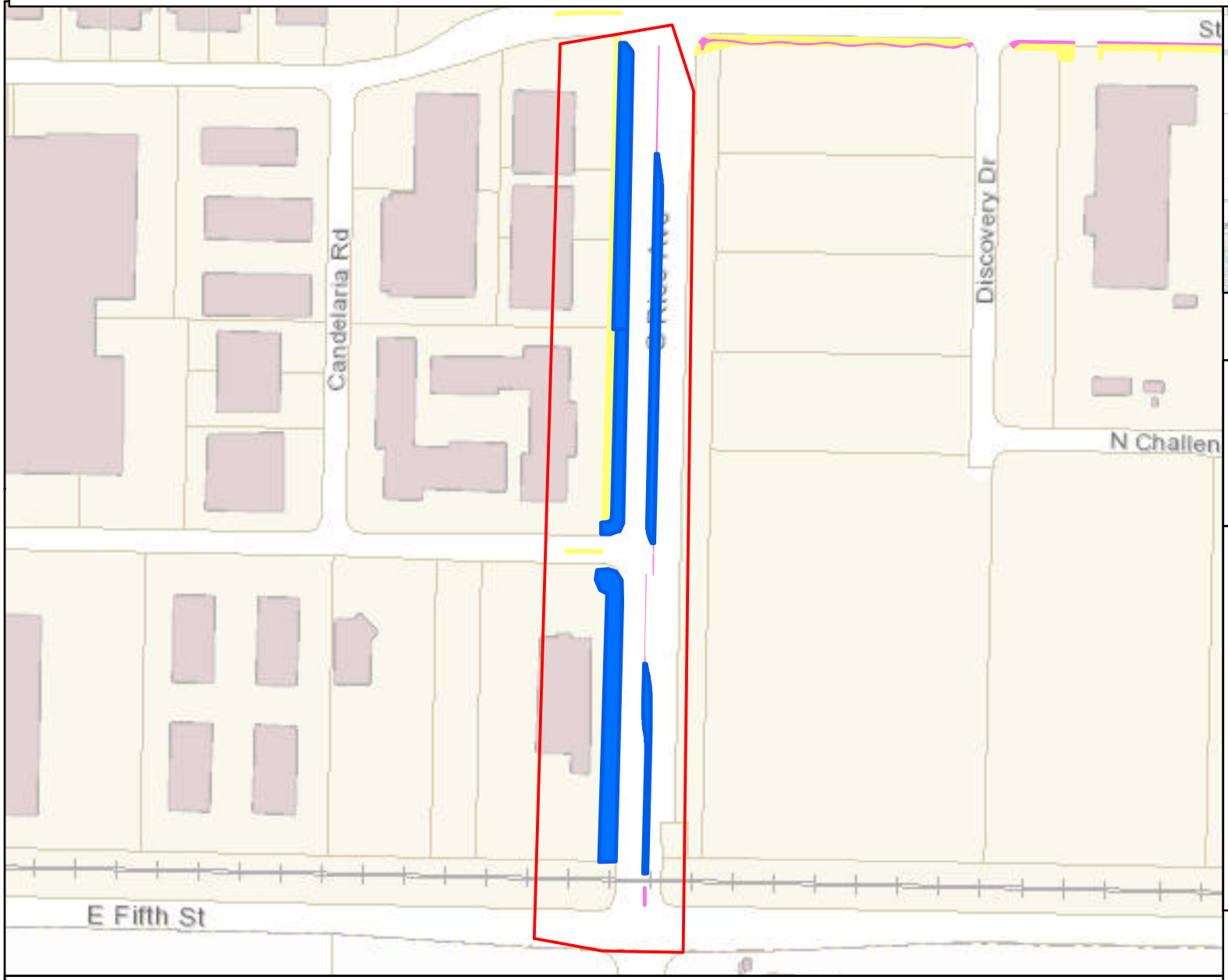
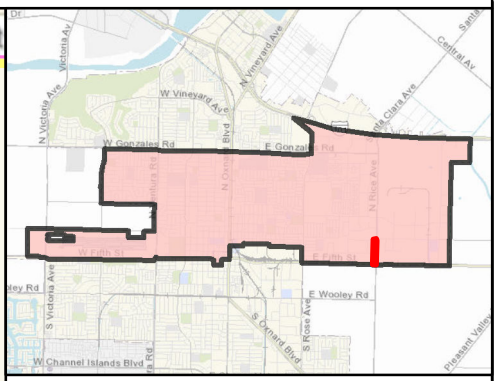
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 14 OF 22, RICE 5




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~60,902.58 SQ FT
~1.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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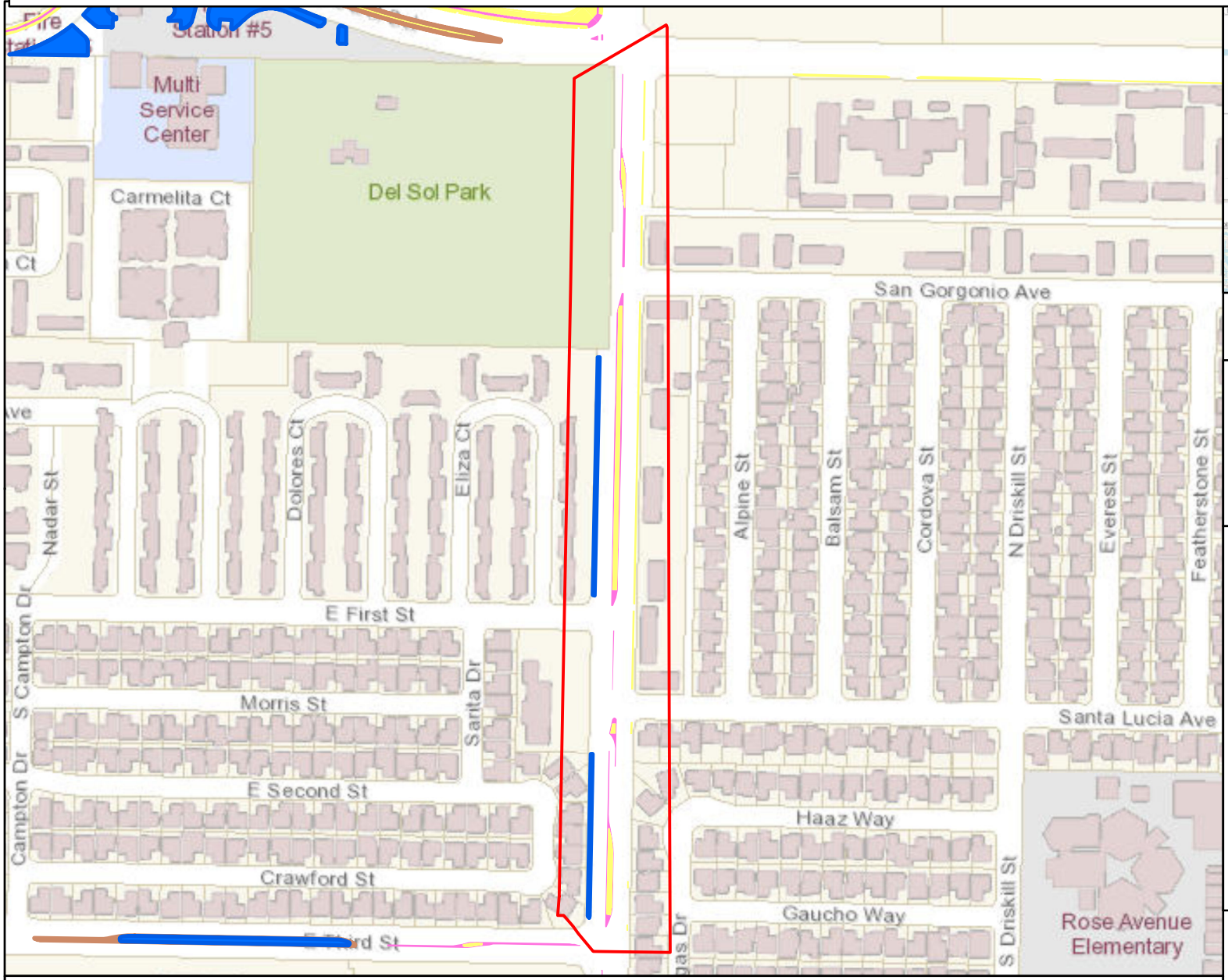
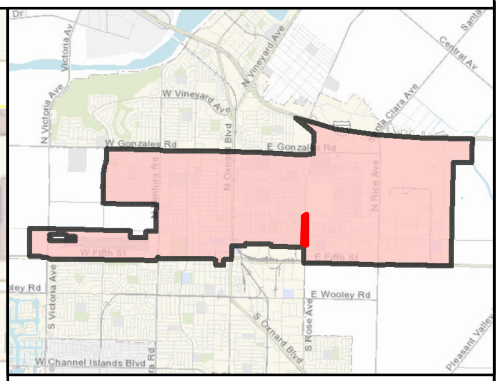
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 15 OF 22, ROSE 4



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,438.94 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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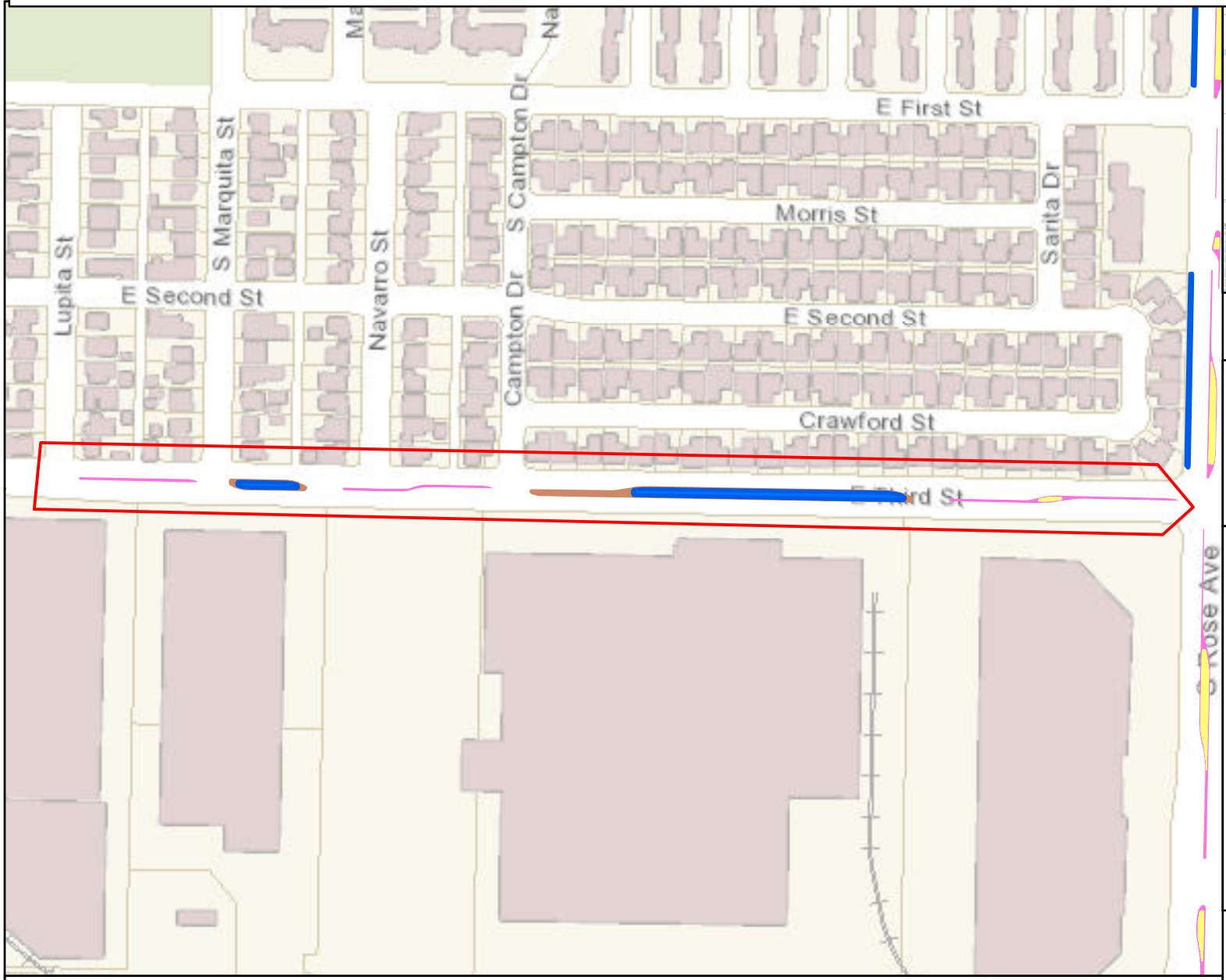
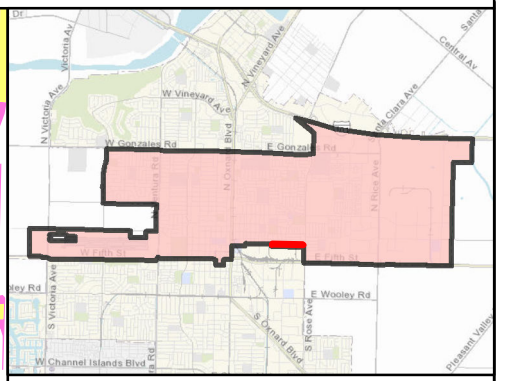
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 16 OF 22, THIRD 2




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,730.11 SQ FT
~0.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,592.6 SQ FT
~0.08 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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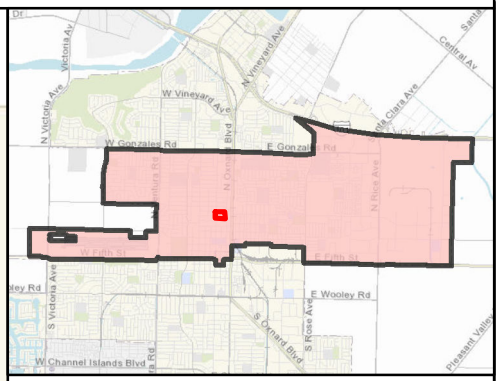
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 17 OF 22, WILSON SENIOR CENTER




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,723.9 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape to bid on
Hardscape to bid on
Other Landscape
Other Hardscape

0 200 400 600 Feet

N

CITY OF OXNARD CALIFORNIA

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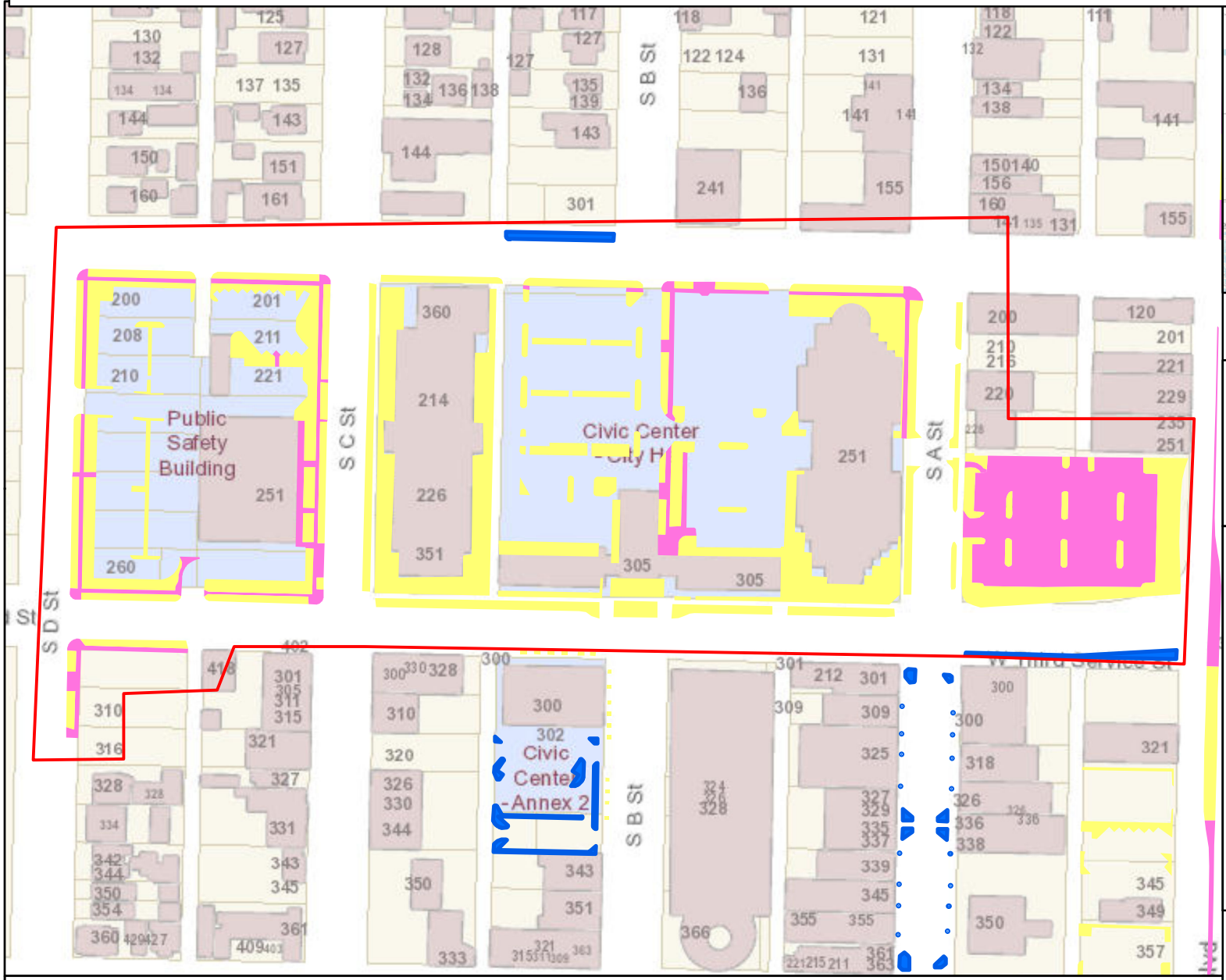
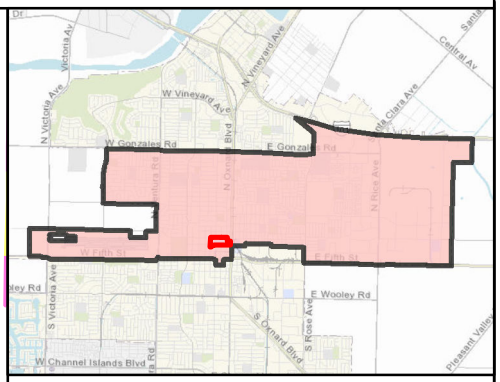
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 18 OF 22, CIVIC CENTER



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,470.58 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 Feet

N

CITY OF OXNARD CALIFORNIA

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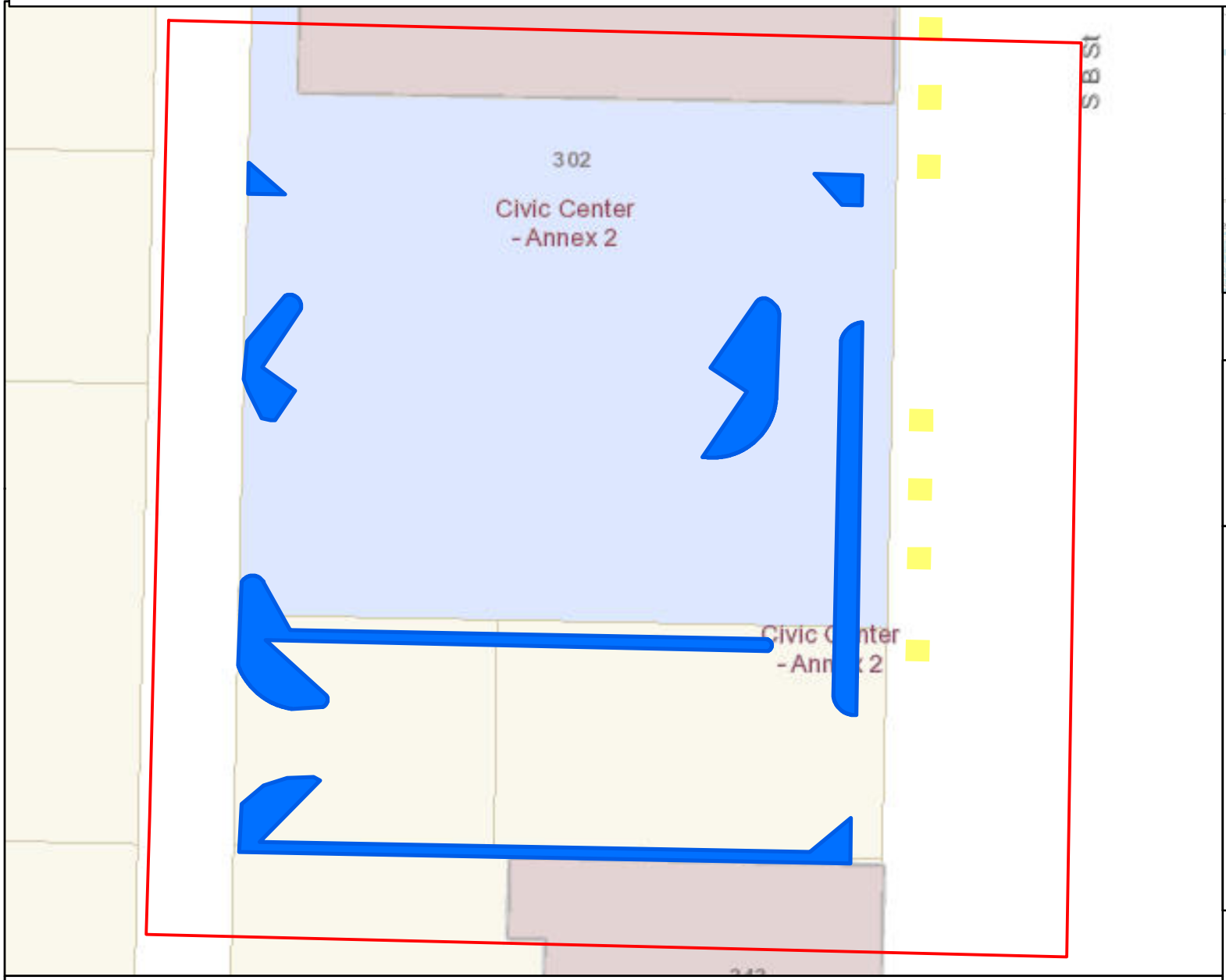
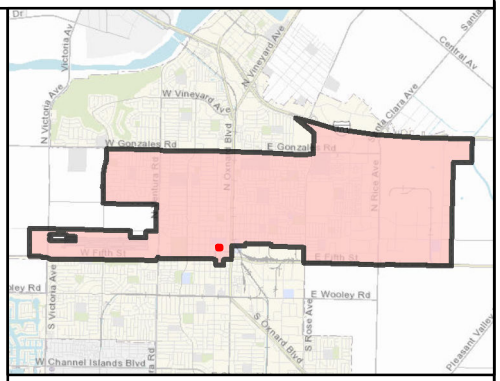
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 19 OF 22, CIVIC CENTER ADMINISTRATIVE BUILDING




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,953.89 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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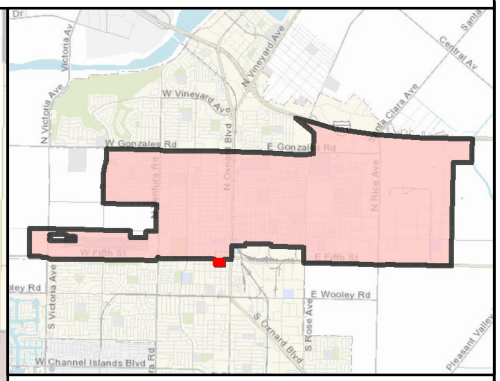
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 20 OF 22, DOWNTOWN




## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,015.27 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 Feet

N

CITY OF OXNARD CALIFORNIA

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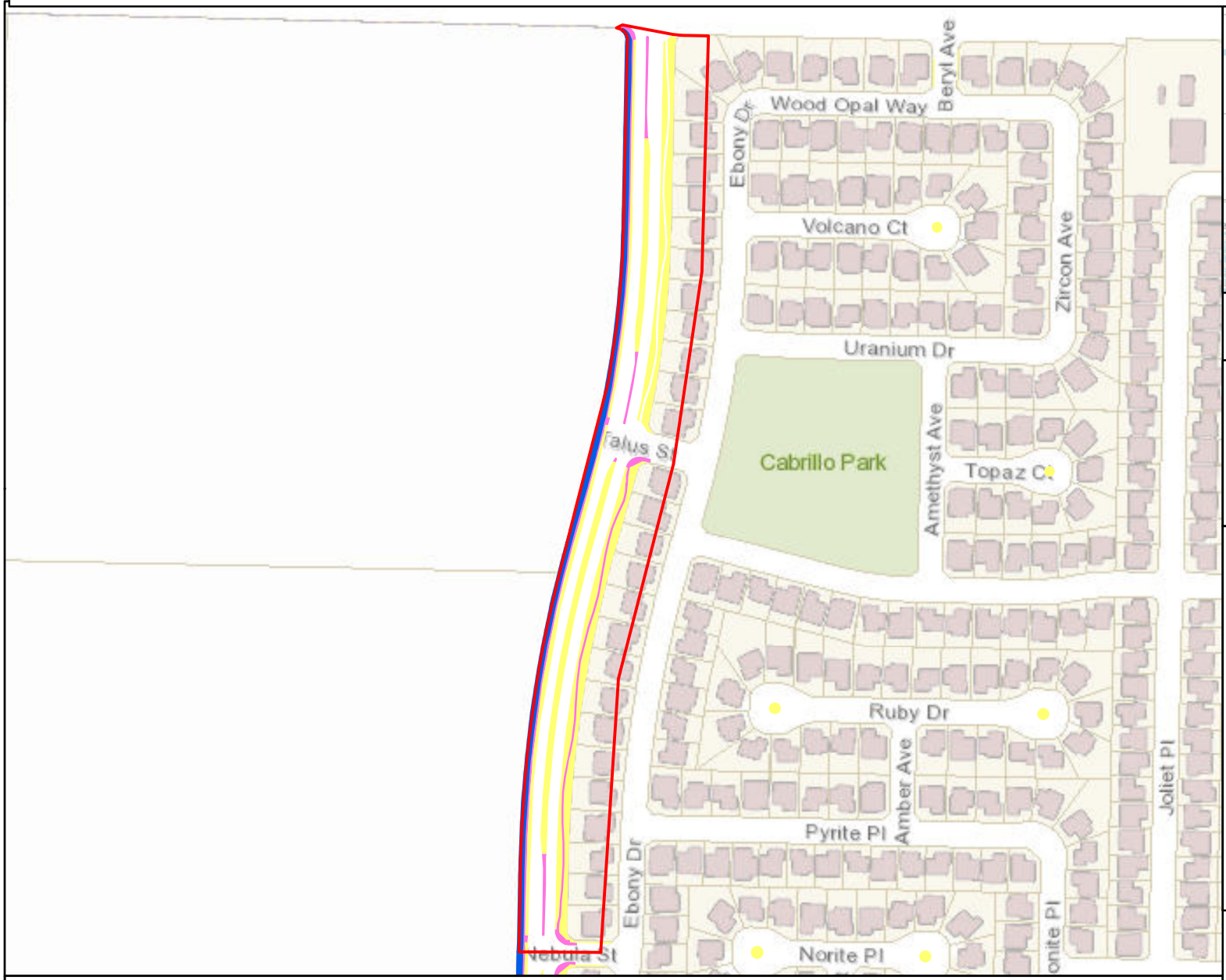
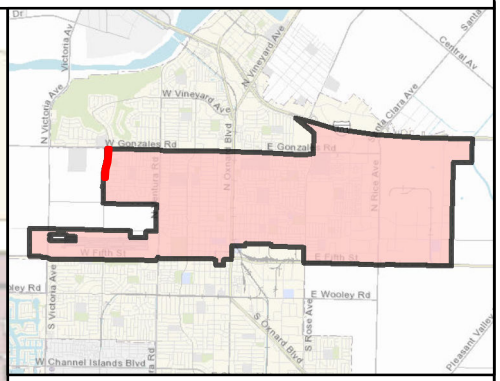
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 21 OF 22, PATTERSON RD 1



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,823.04 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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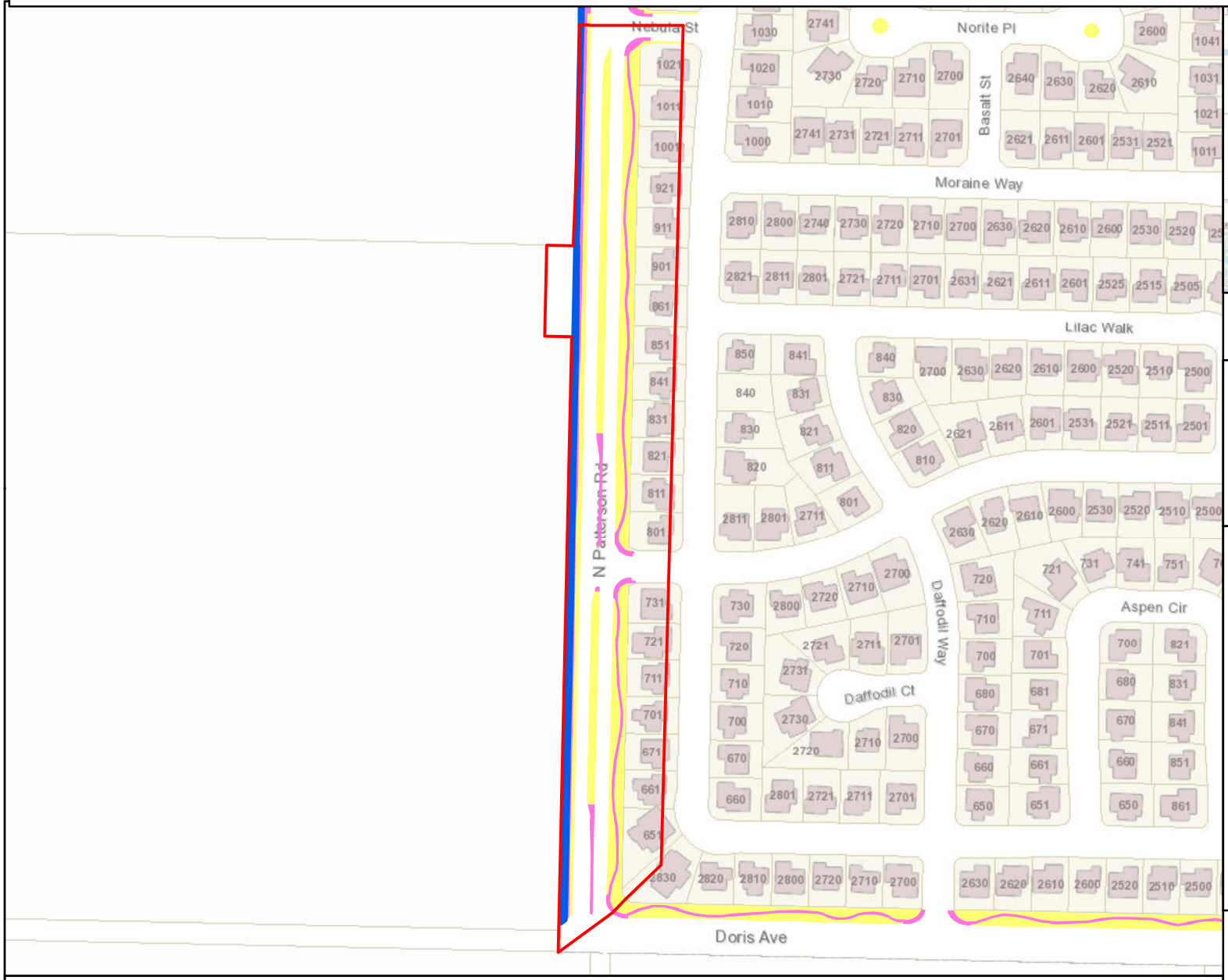
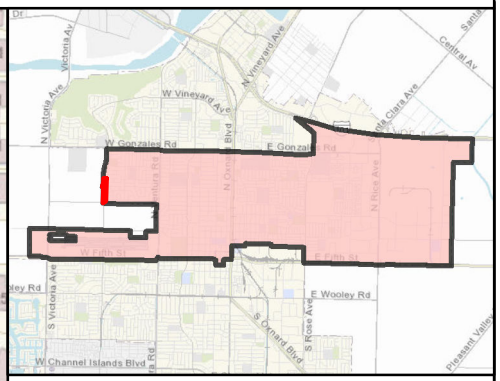
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 22 OF 22, PATTERSON RD 2



## MAINTENANCE TOTALS

### REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,152.26 SQ FT
~0.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape to bid on
Hardscape to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 Feet

N

CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscape Maintenance located in Medians and Parkways within Region 3."

2. Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscape Maintenance in Medians and Parkways; twice monthly mowing in Parkways within Region 3 of Location Map which is attached hereto and incorporated herein."

3. Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,575,000.00"

4. The reference to the "Rates and Cost Exhibit" everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to "Rates and Cost Exhibit-June 2022." The "Rates and Cost Exhibit" is hereby disincorporated; instead, the "Rates and Cost Exhibit-June 2022" is attached hereto and incorporated herein by this reference.

5. The reference to the "Region 3 Detail Maps" Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached "Region 3 Work Detail as of June 2022" Exhibit. The attached "Region 3 Work Detail as of June 2022" Exhibit is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

**CITY OF OXNARD**

☑John C. Zaragoza, Mayor[1] Date
☐Alexander Nguyen, City Manager
☐ _____,Purchasing Manager
☐ _____,Buyer

**GARCIA'S LANDSCAPING MAINTENANCE, INC.**

Pablo Garcia, President[2] Date

Tenley Garcia, Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

1

2

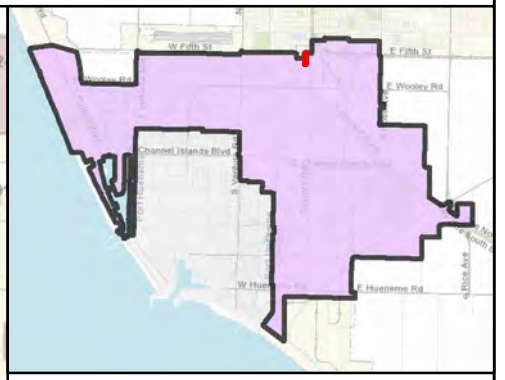
## RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians and Parkways located with Region 3

| | Monthly Cost |
|---|---|
| Twice Monthly Service Region 3 Areas | $74,935 |
| Non-Selective herbicide applicate | $225/acre |
| Hourly Rate for as-needed tasks | $40.00/hour |
| Material markup rate for as-needed tasks | 15% |
| | |

# REGION 3 WORK DETAIL
# AS OF June 2022

# REGION 3 WORK DETAIL: PAGE 1 OF 27, A ST SOUTH 1



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,290.14 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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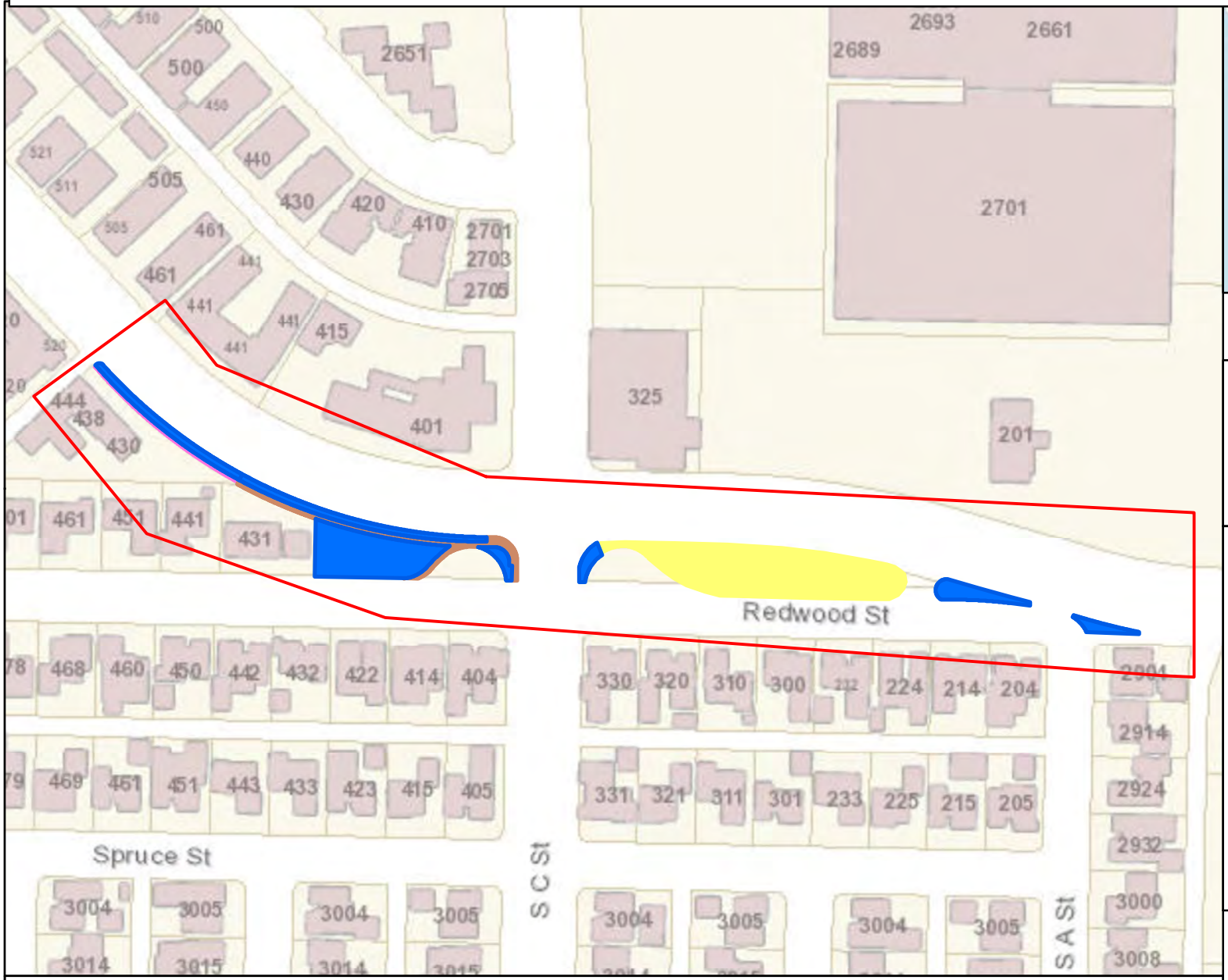
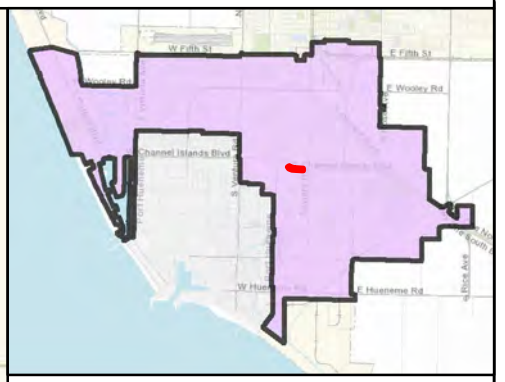
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

N

# REGION 3 WORK DETAIL: PAGE 2 OF 27, CHANNEL ISLANDS 3



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,386.58 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,221.34 SQ FT
~0.05 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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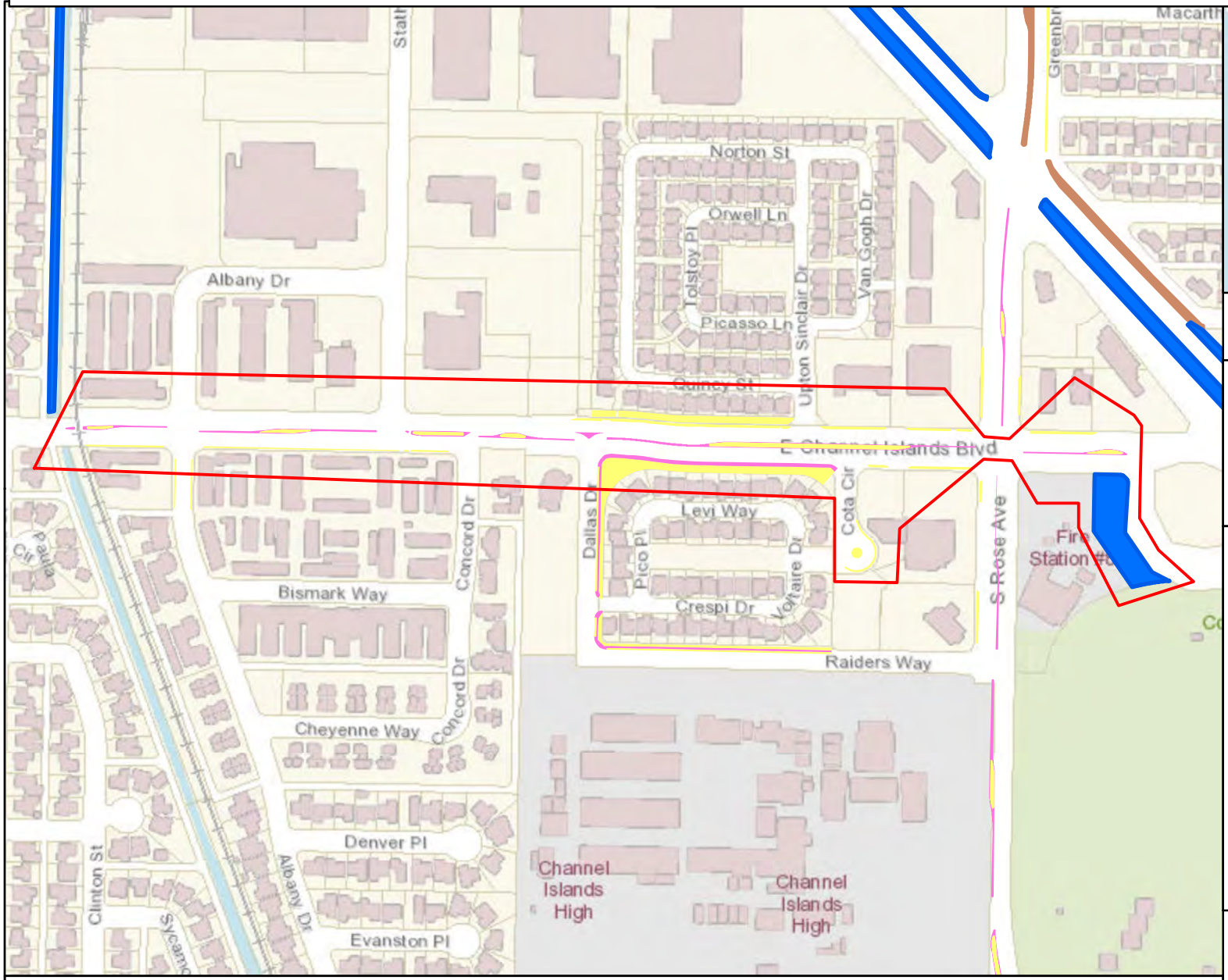
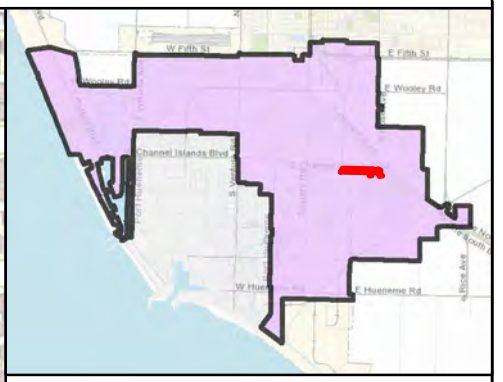
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 3 OF 27, CHANNEL ISLANDS 4



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,177.32 SQ FT
~0.62 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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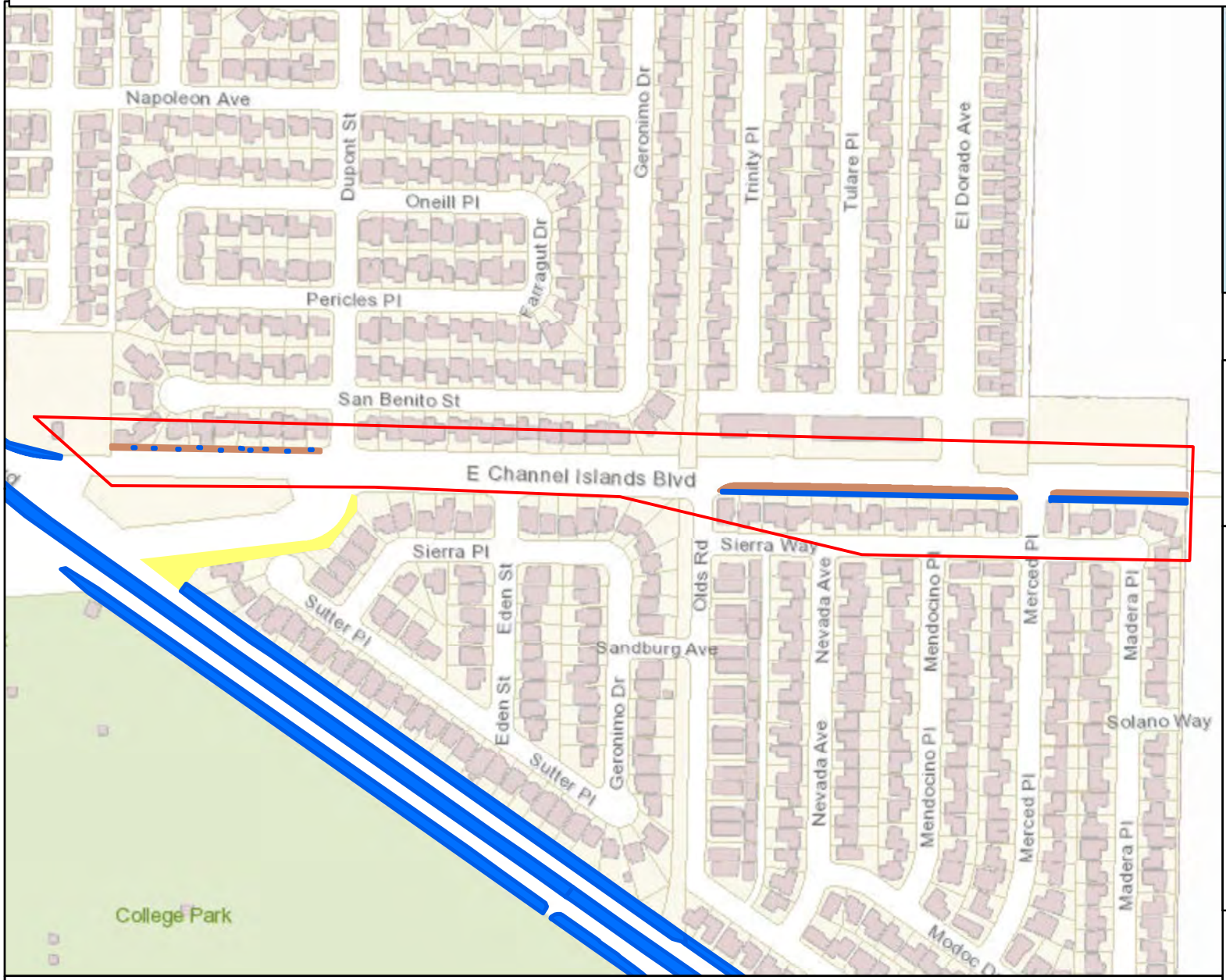
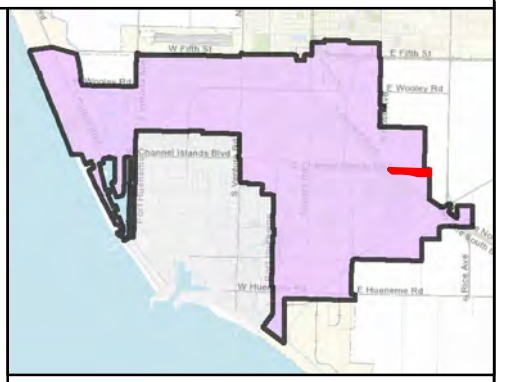
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 4 OF 27, CHANNELS ISLANDS 5



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,431.17 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~23,724.89 SQ FT
~0.54 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 Feet

N

CITY OF OXNARD CALIFORNIA

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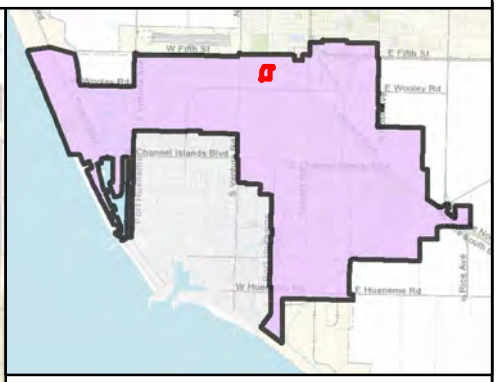
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 5 OF 27, COMMUNITY PARK



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~69,582.11 SQ FT
~1.6 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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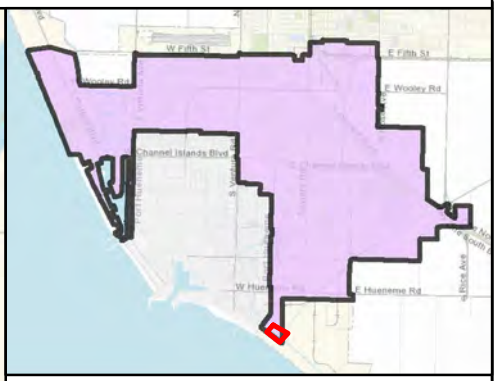
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 6 OF 27, PERKINS PARKING LOT



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,223.14 SQ FT
~0.81 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 Feet

N

CITY OF OXNARD CALIFORNIA

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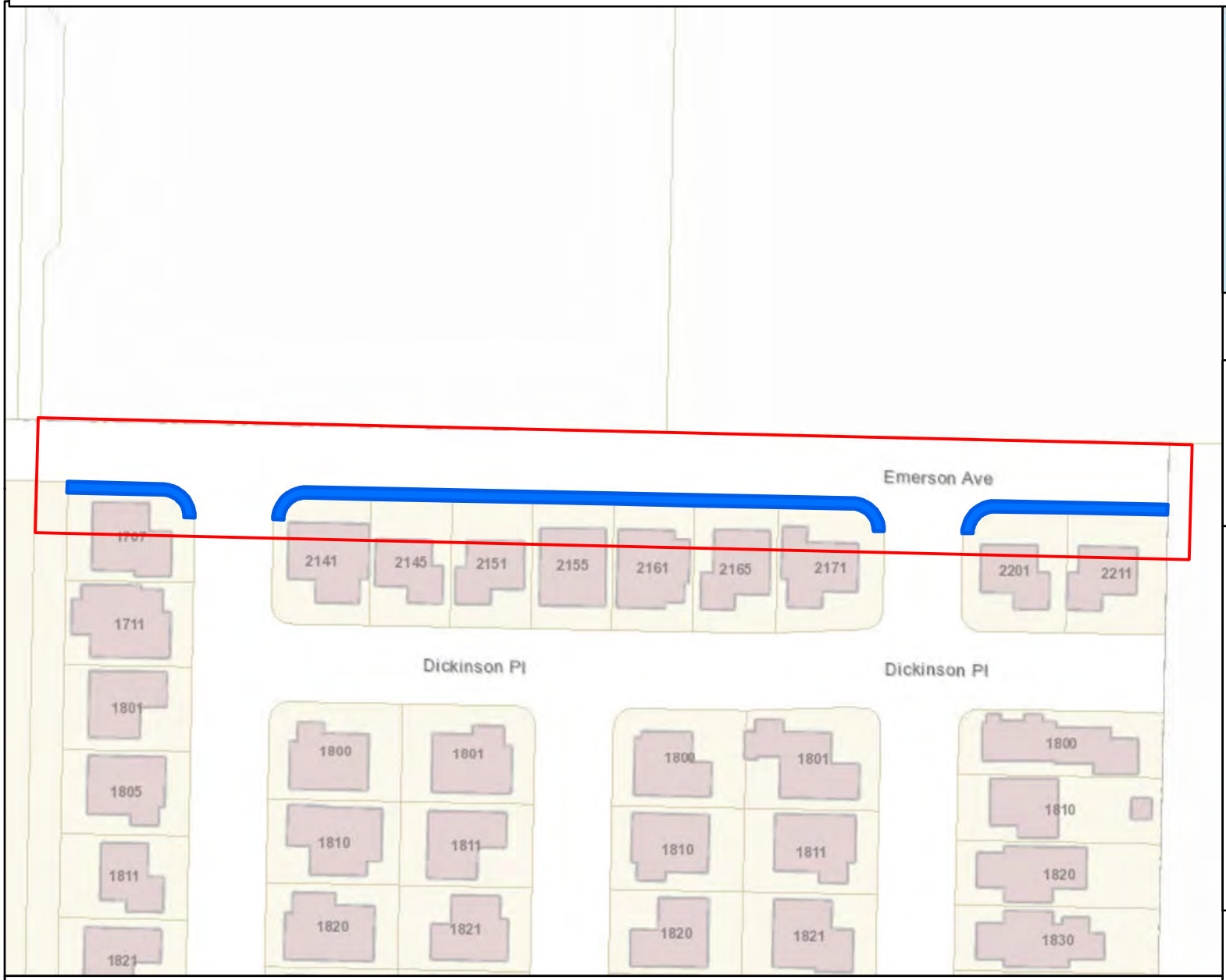
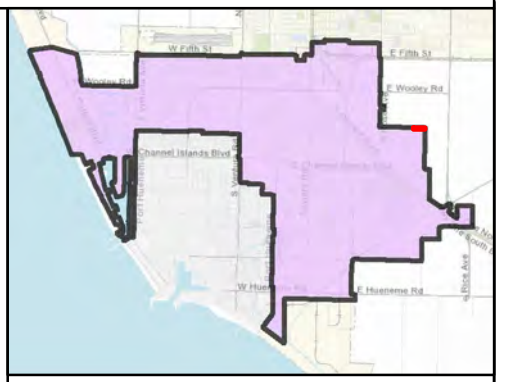
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 7 OF 27, EMERSON



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,055.39 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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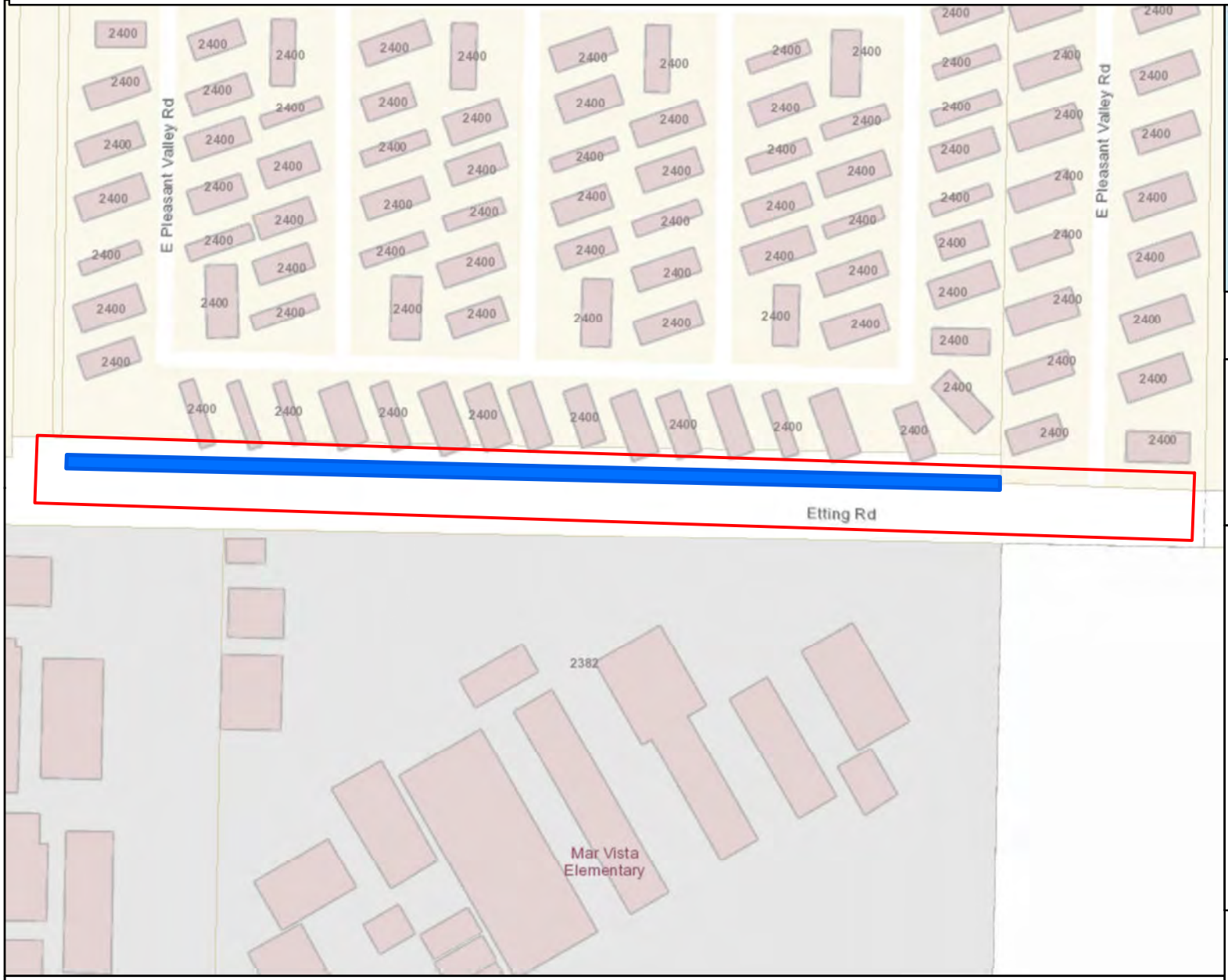
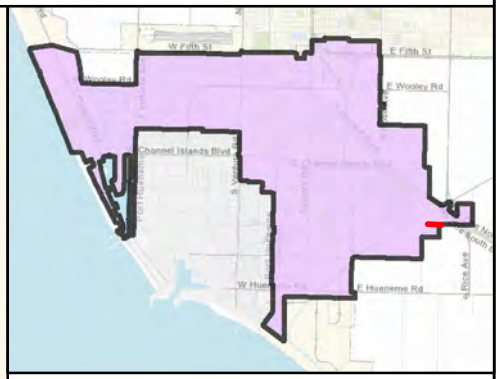
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 8 OF 27, ETTING



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,337.06 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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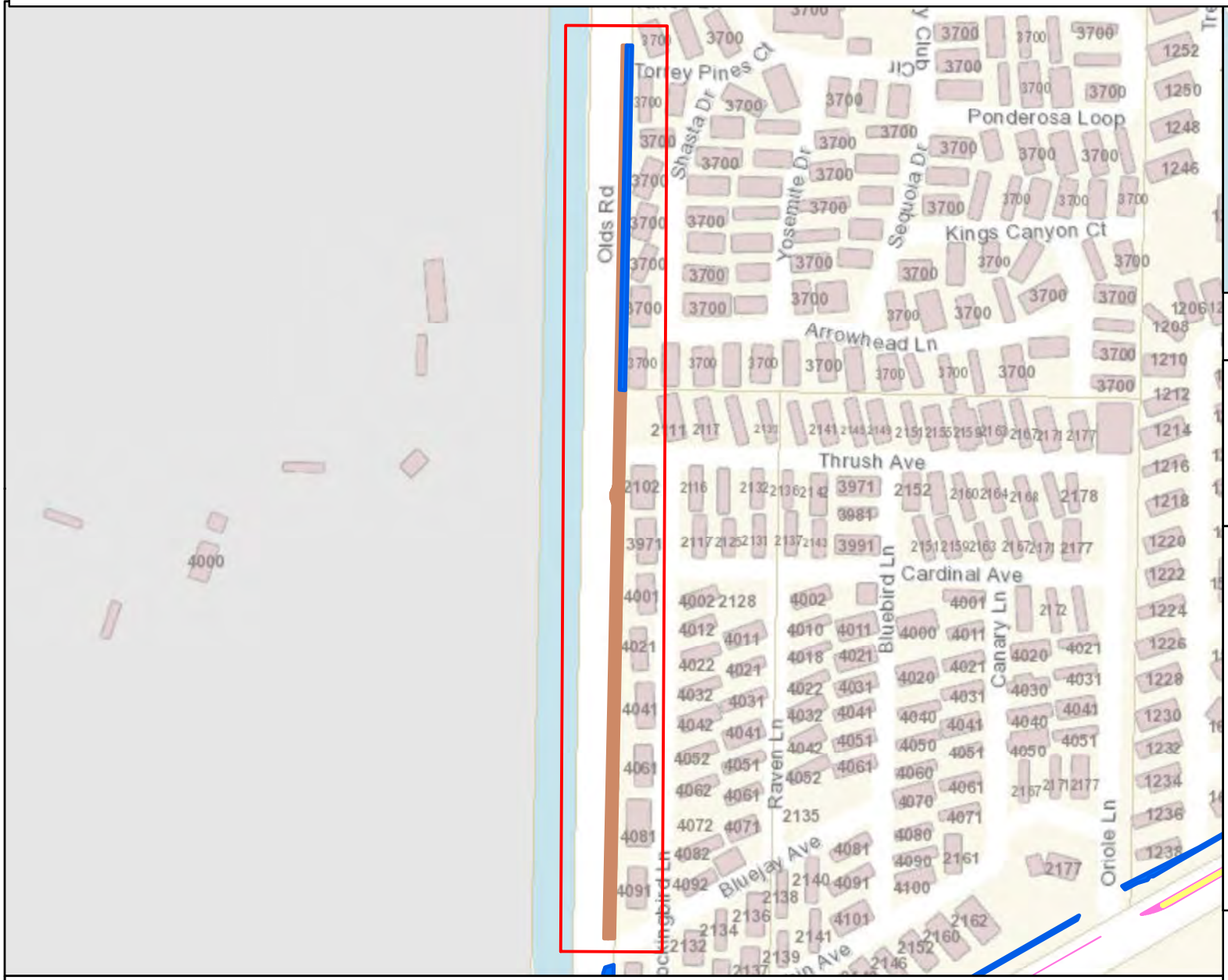
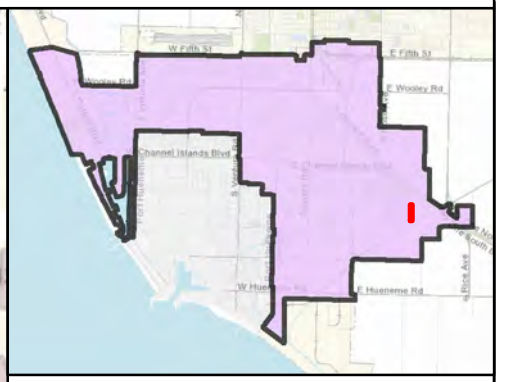
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 12 OF 27, OLDS



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,369.1 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,003.59 SQ FT
~0.28 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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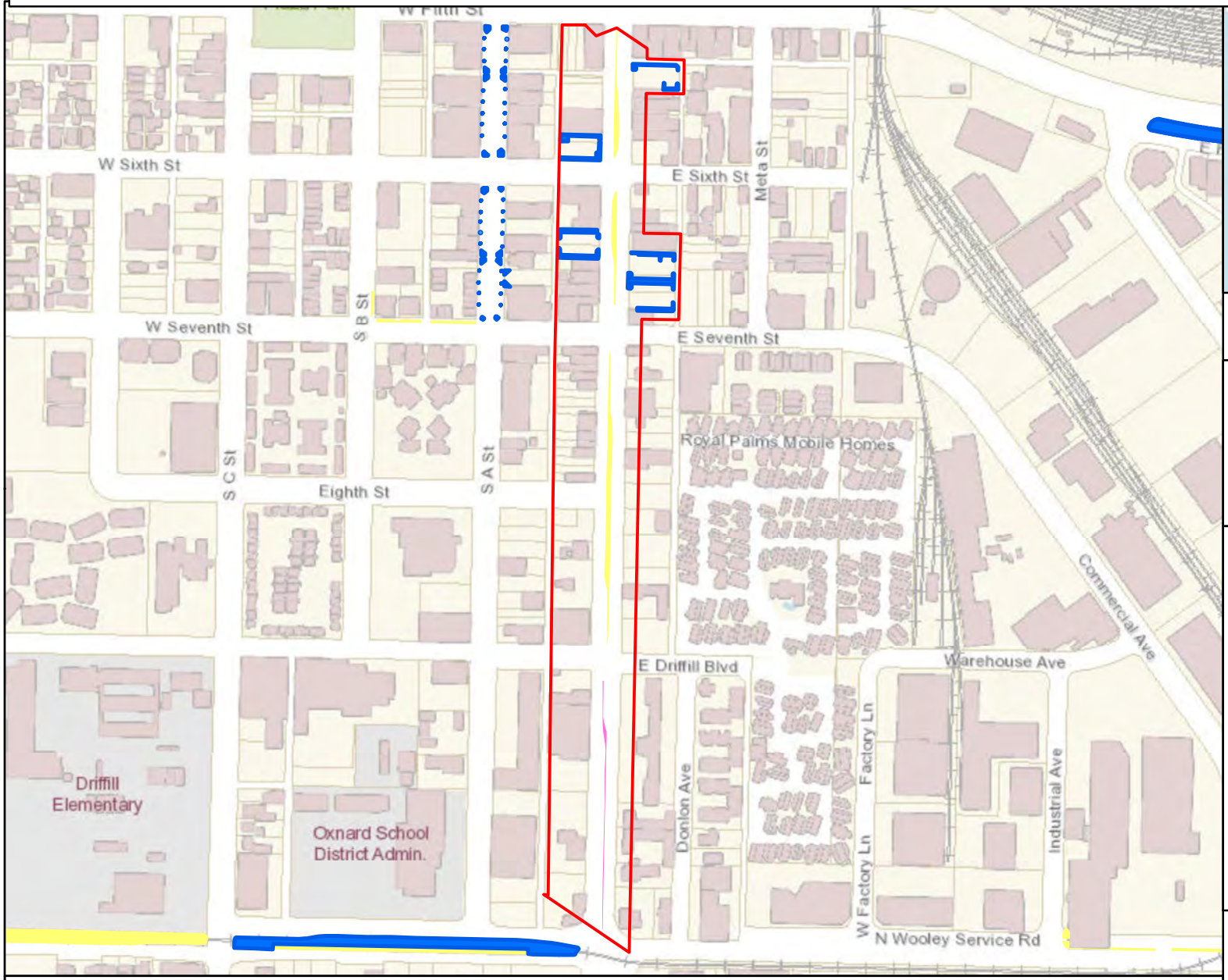
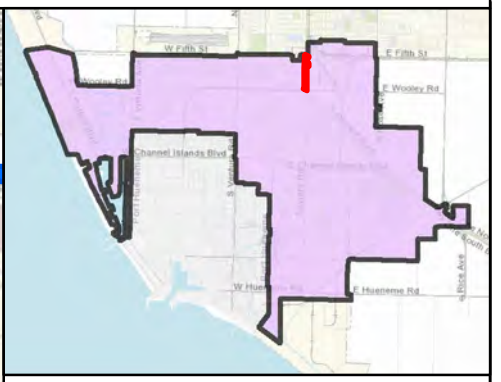
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 13 OF 27, OXNARD BL 1



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,488.77 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~35.66 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

CITY OF OXNARD CALIFORNIA

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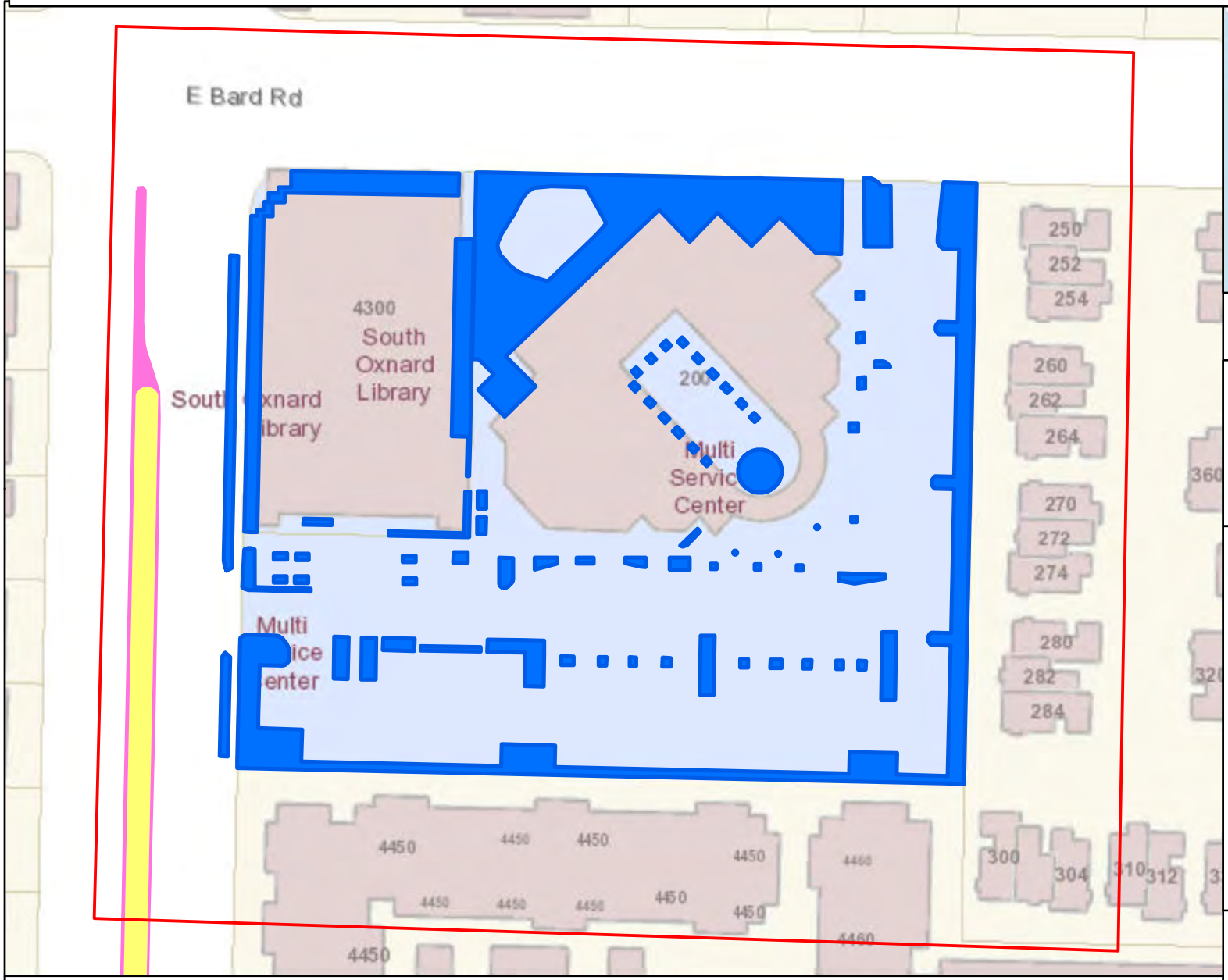
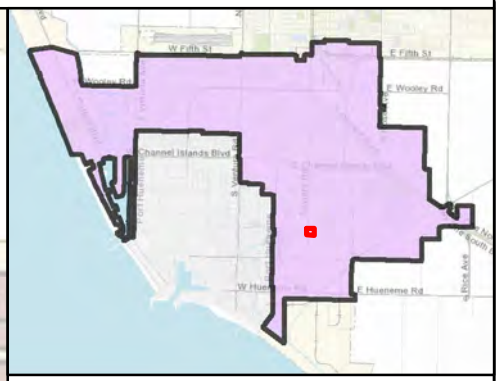
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 17 OF 27, MULTI-SERVICE CENTER



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,635.53 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 Feet

N

CITY OF OXNARD CALIFORNIA

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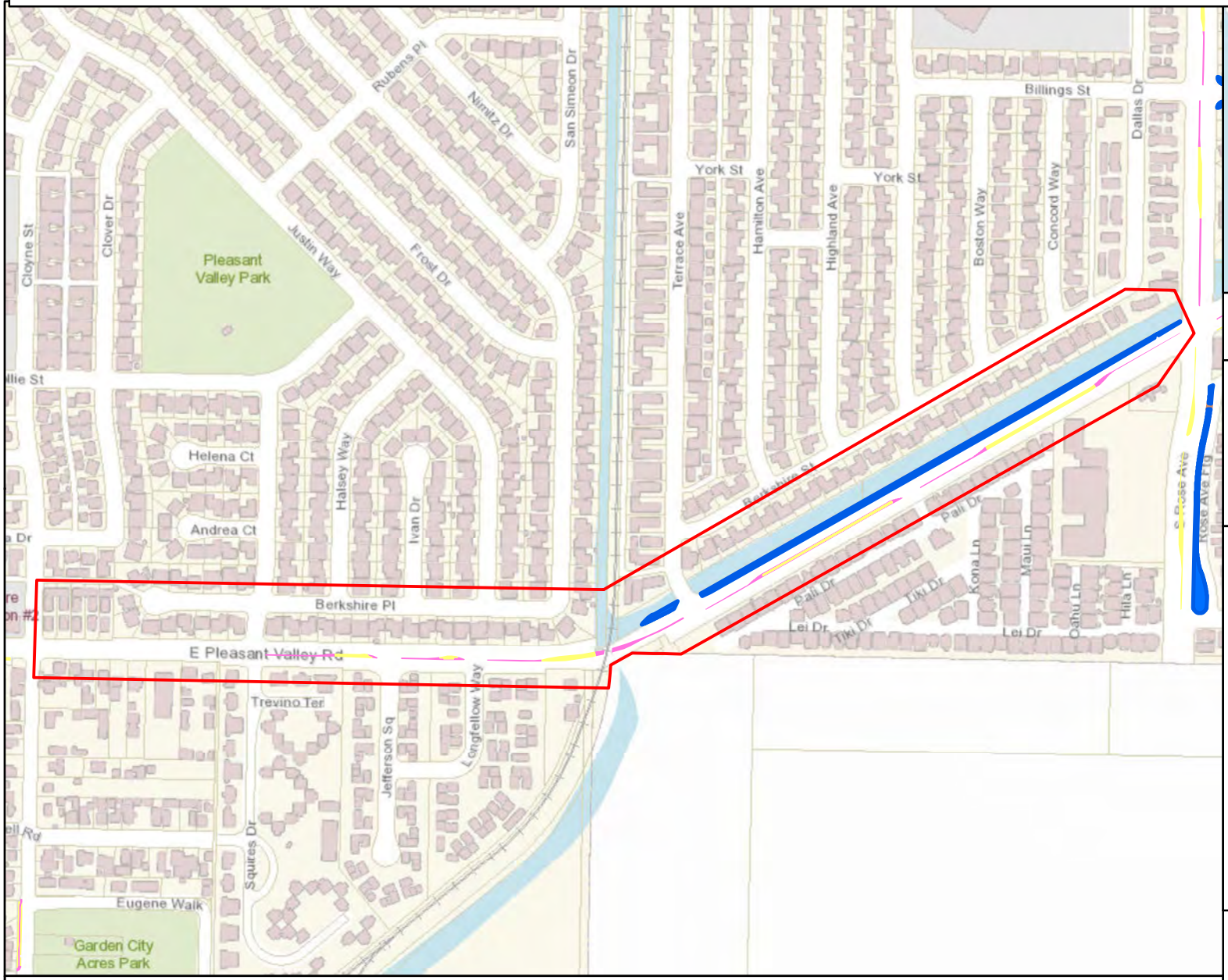
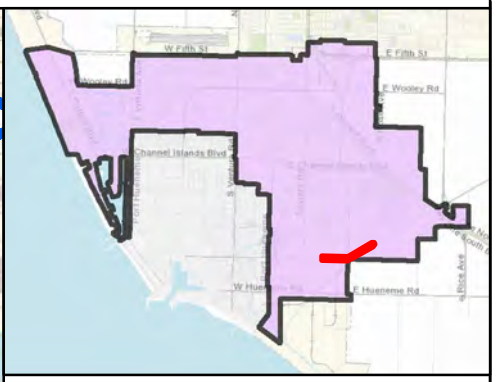
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 18 OF 27, PLEASANT VALLEY RD 2



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,788.32 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 Feet

N

CITY OF OXNARD CALIFORNIA

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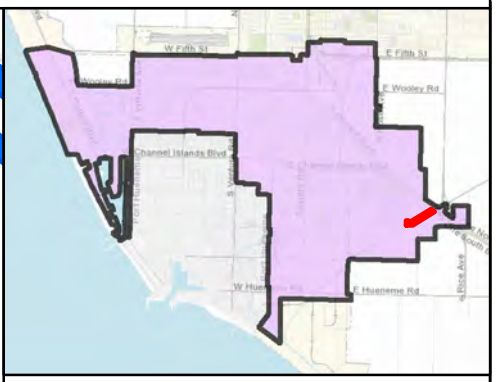
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 20 OF 27, PLEASANT VALLEY RD 4



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,985.6 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 Feet

N

CITY OF OXNARD CALIFORNIA

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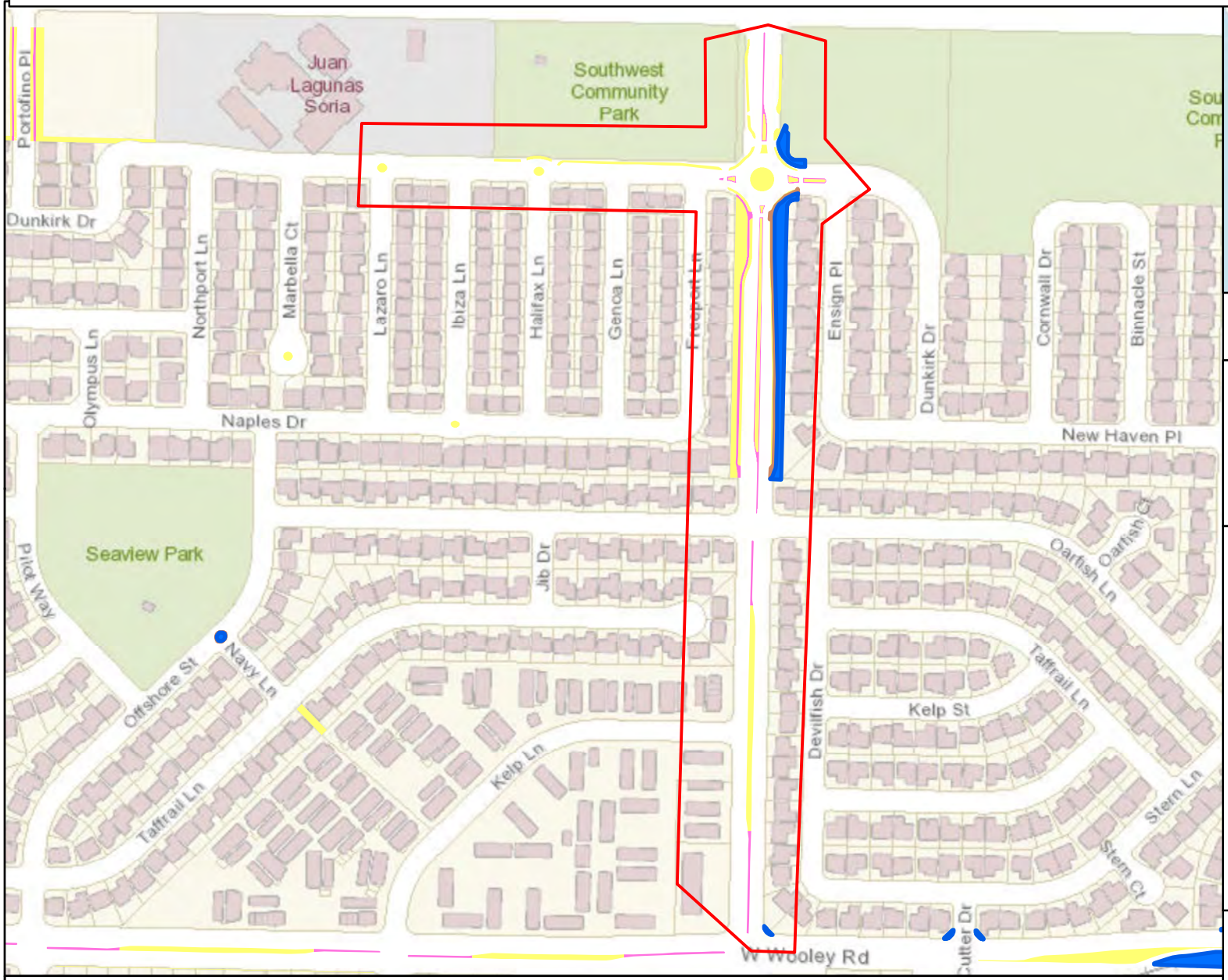
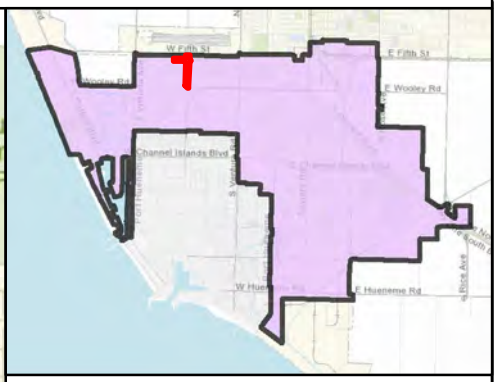
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 21 OF 27, PATTERSON 1/ DUNKIRK



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,408.9 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,380.72 SQ FT
~0.12 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

CITY OF OXNARD CALIFORNIA

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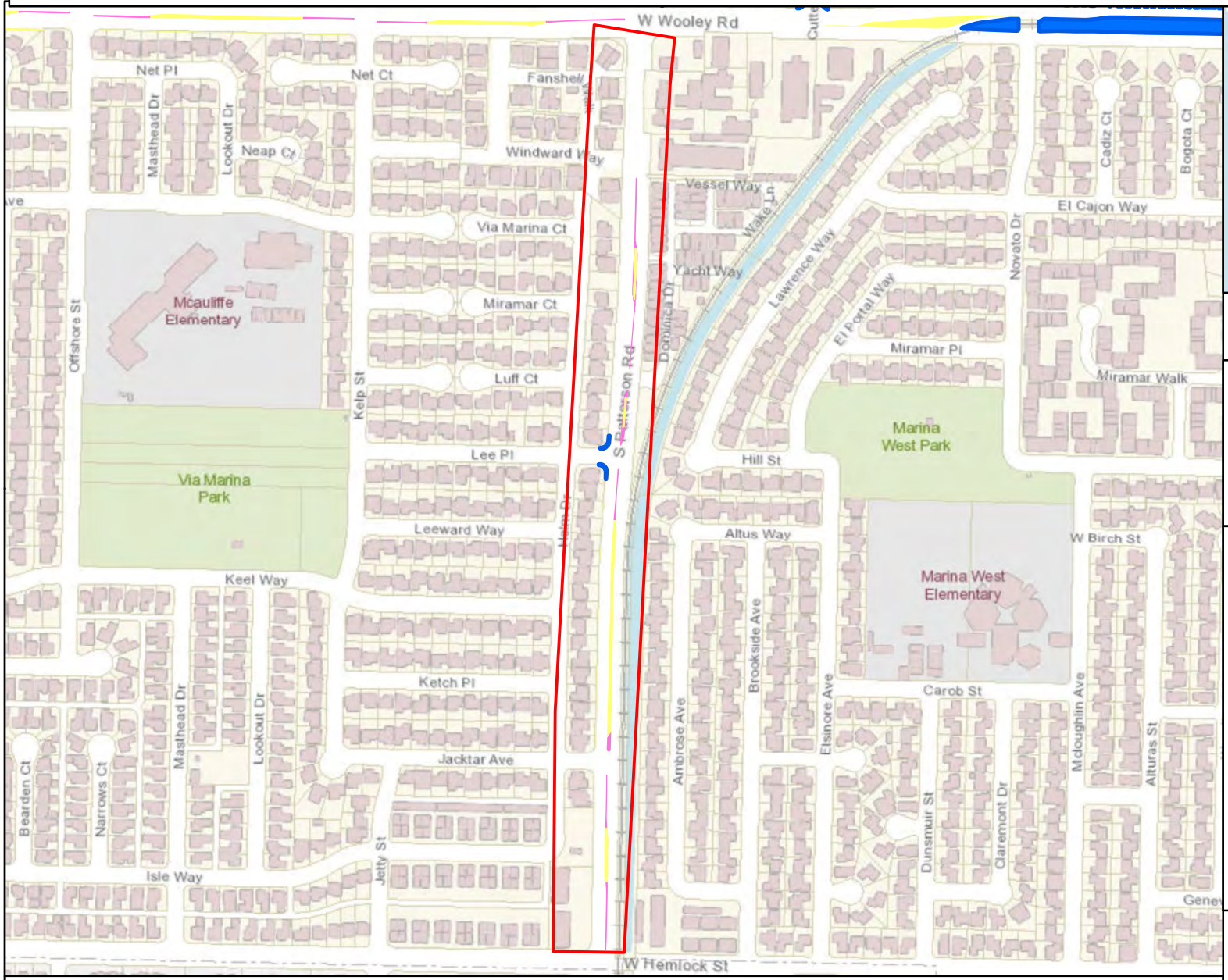
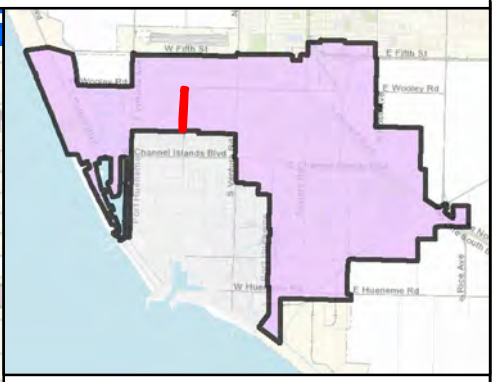
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 22 OF 27, PATTERSON 2



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~311.08 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 Feet

N

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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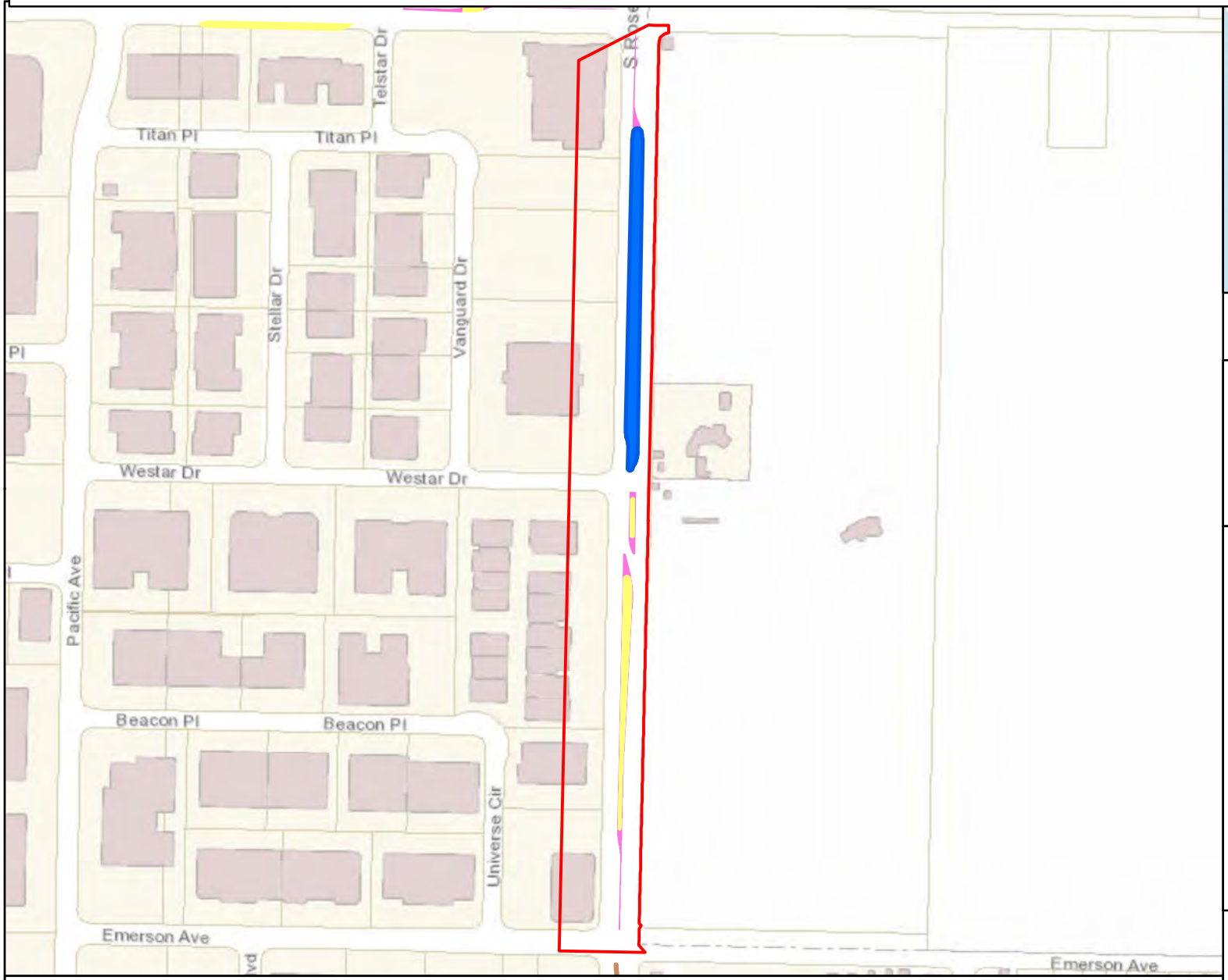
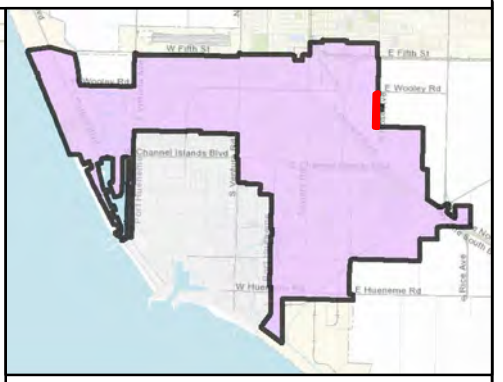
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 23 OF 27, ROSE AVE 2



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,557.97 SQ FT
~0.7 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

CITY OF OXNARD CALIFORNIA

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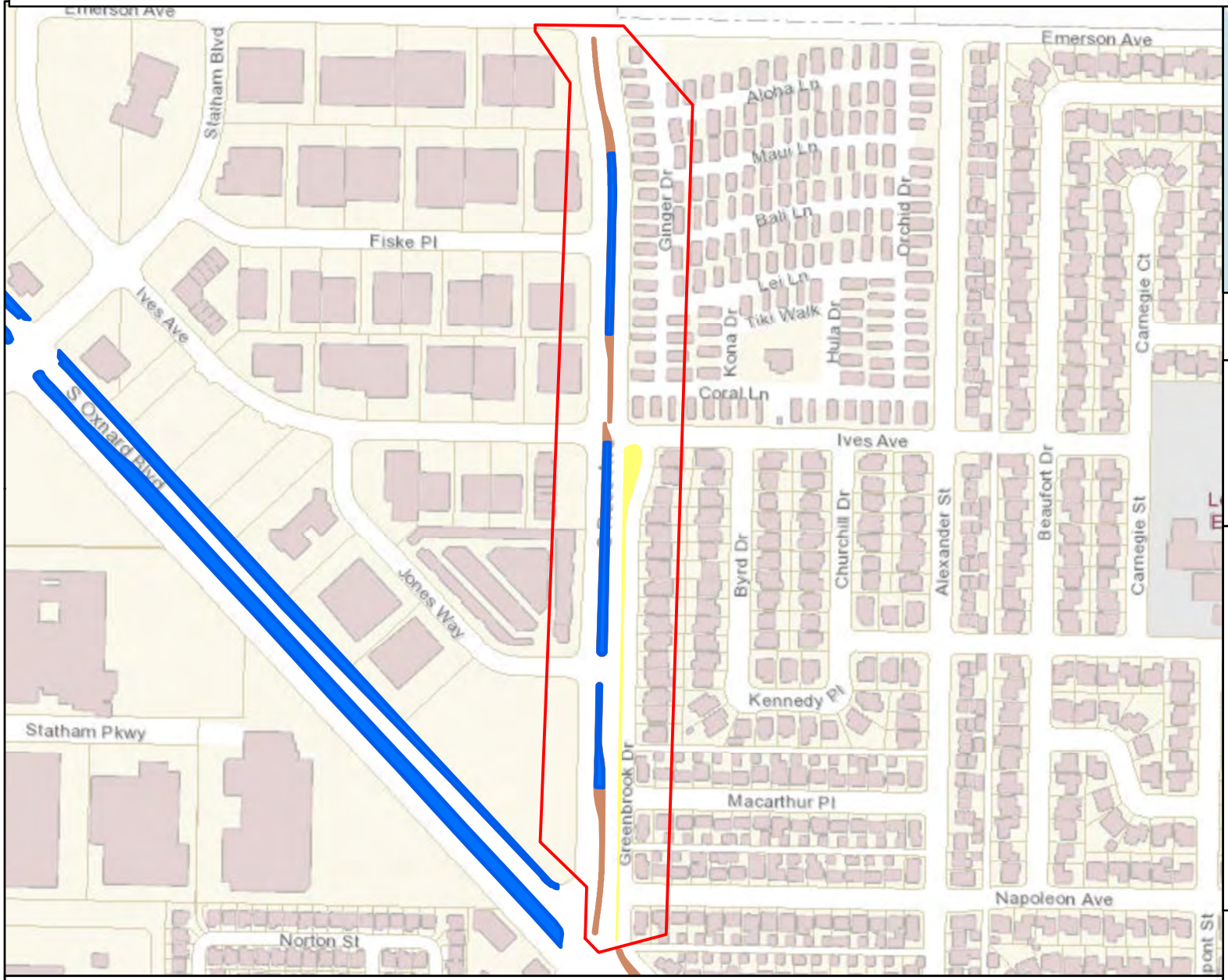
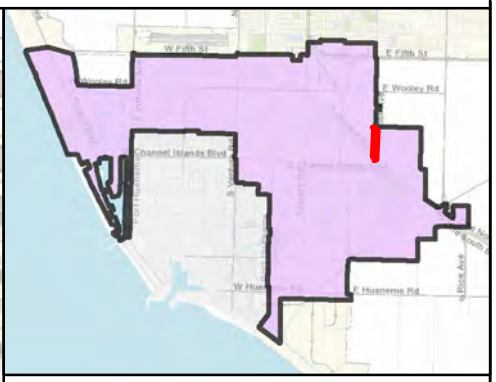
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 24 OF 27, ROSE AVE 3



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,467.18 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,647.64 SQ FT
~0.22 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

CITY OF OXNARD CALIFORNIA

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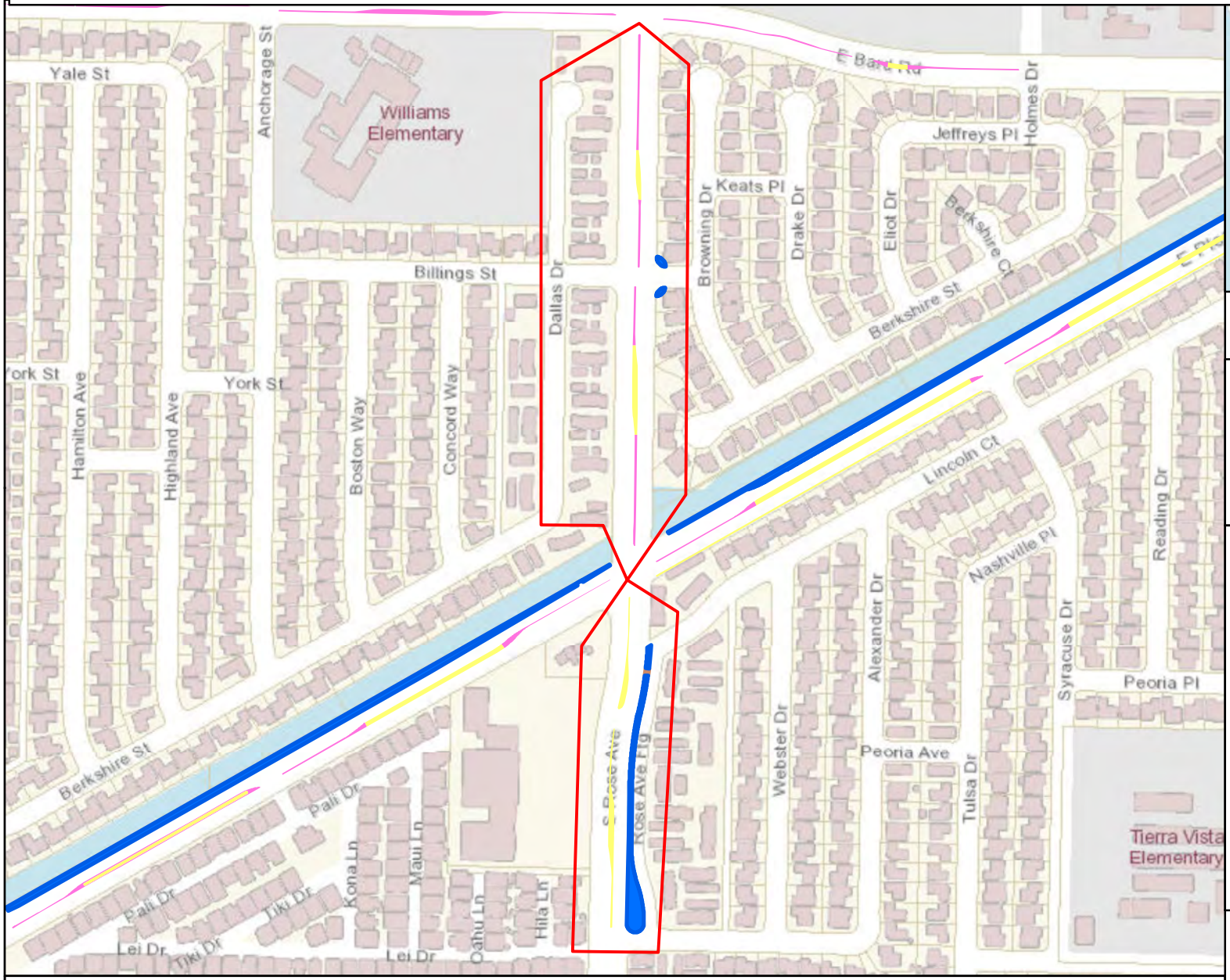
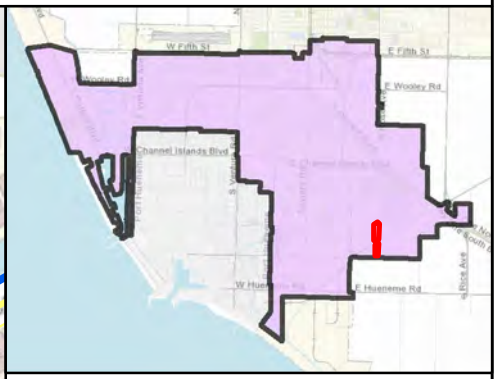
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 25 OF 27, ROSE AVE 6



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,615.01 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~200.48 SQ FT
~0 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

CITY OF OXNARD CALIFORNIA

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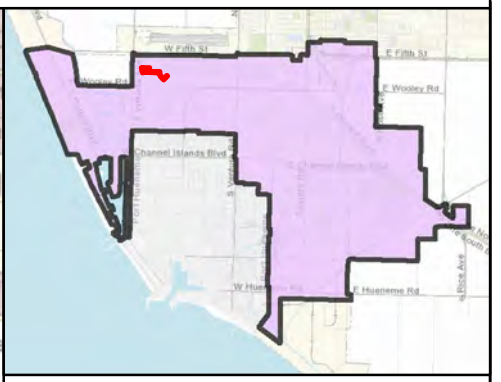
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 26 OF 27, SEAVIEW



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,105.79 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~157.43 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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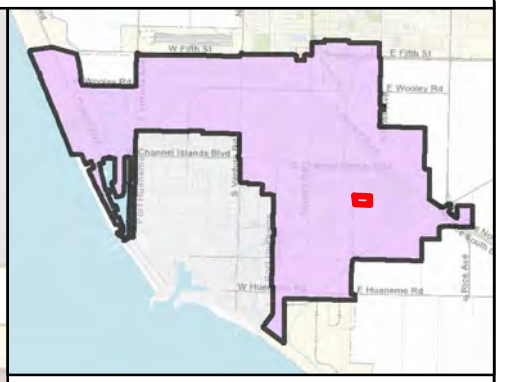
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 27 OF 27, TERRACE DR AND GARY DR



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~961.15 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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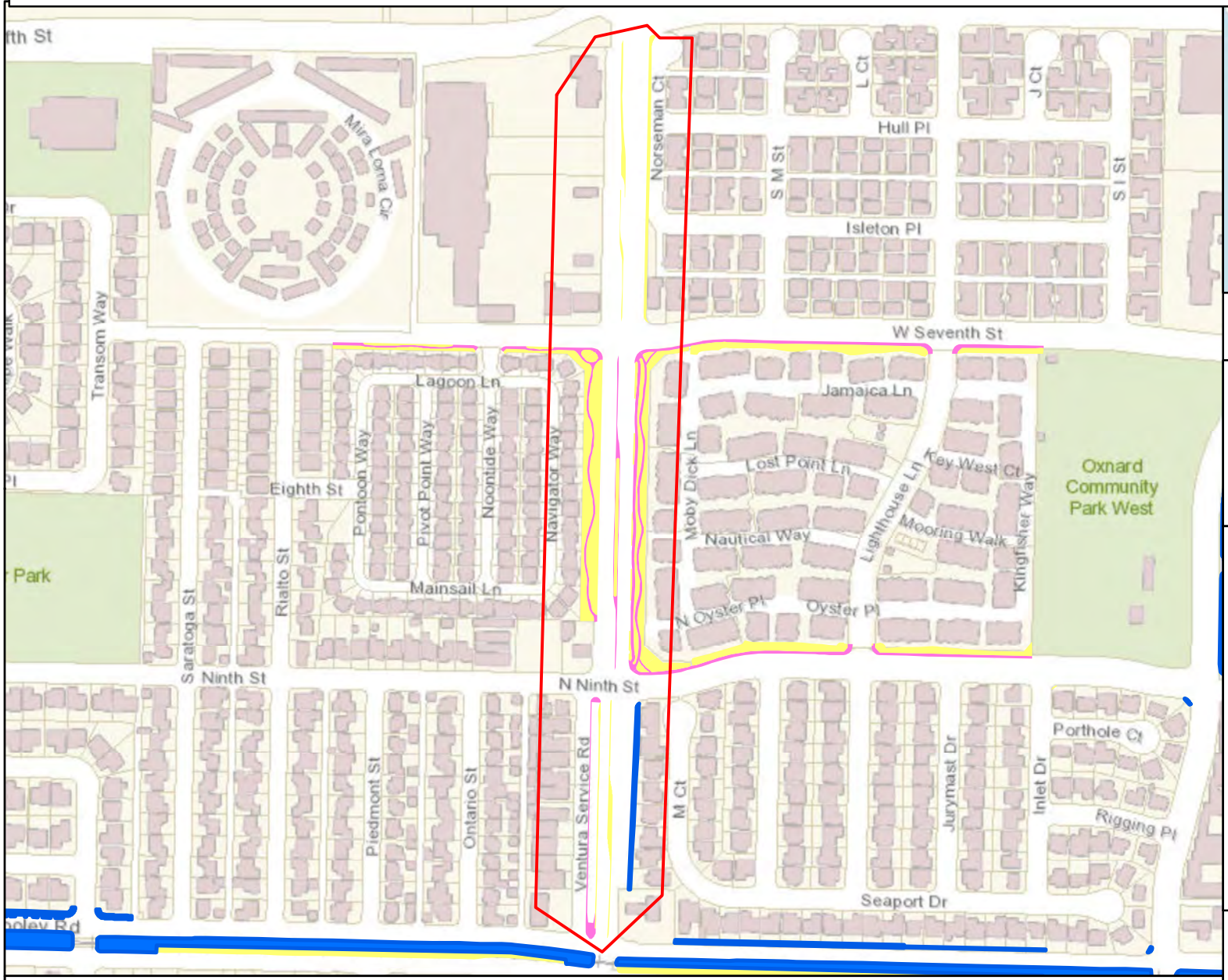
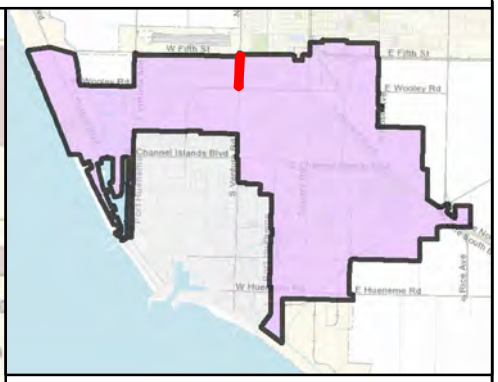
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 28 OF 27, VENTURA 1



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,468.81 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 Feet

N

CITY OF OXNARD CALIFORNIA

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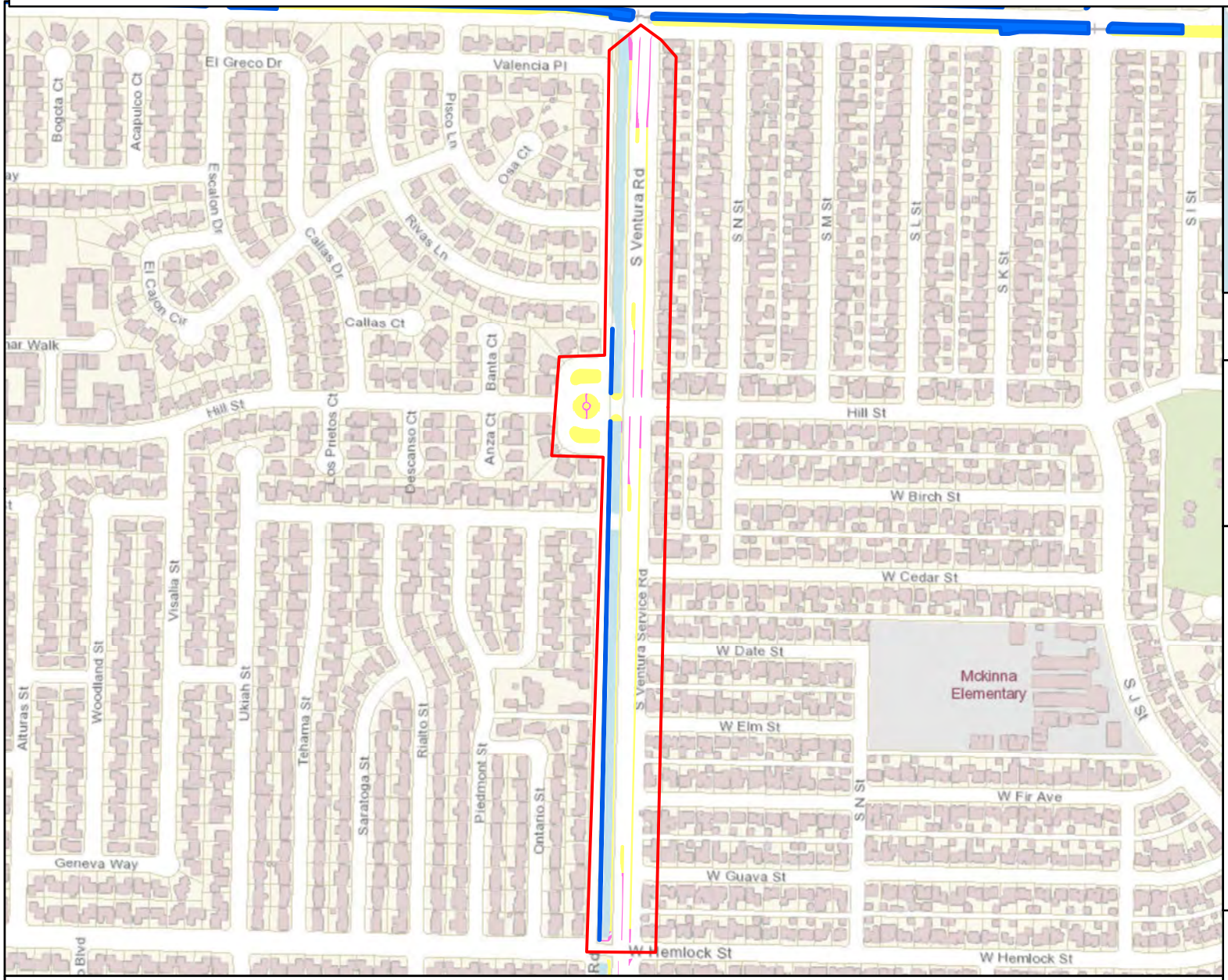
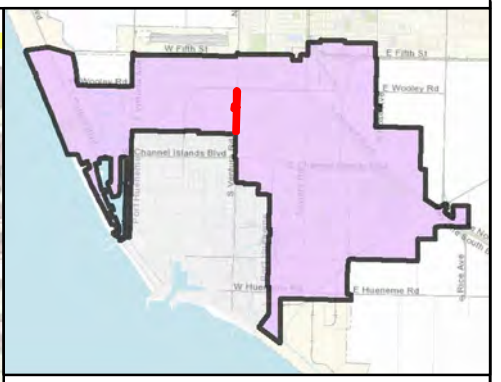
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 29 OF 27, VENTURA 2



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,273.51 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 Feet

N

CITY OF OXNARD CALIFORNIA

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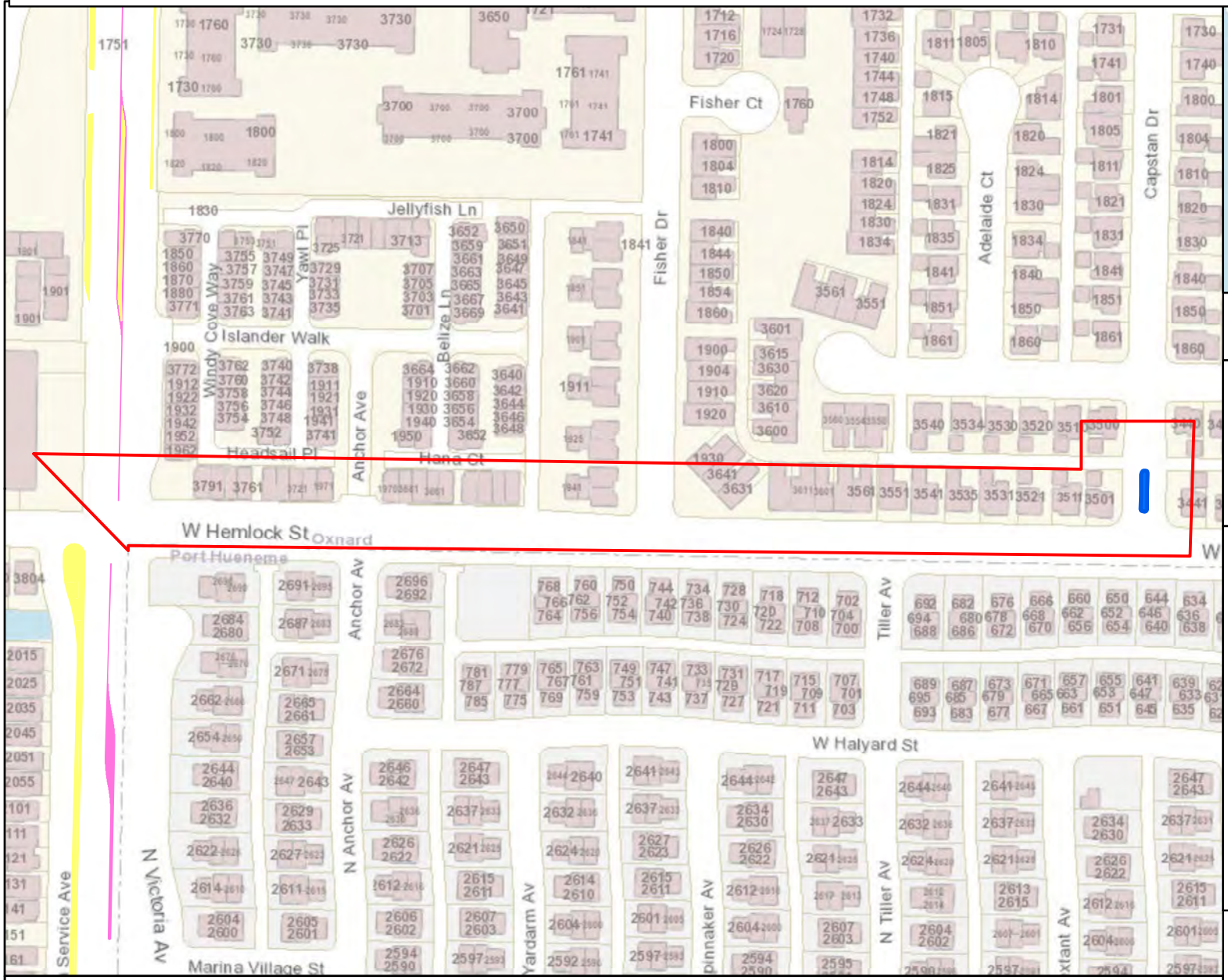
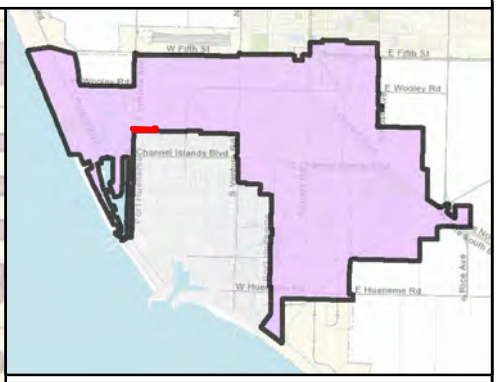
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 30 OF 27, VICTORIA 3 / HEMLOCK



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~646.91 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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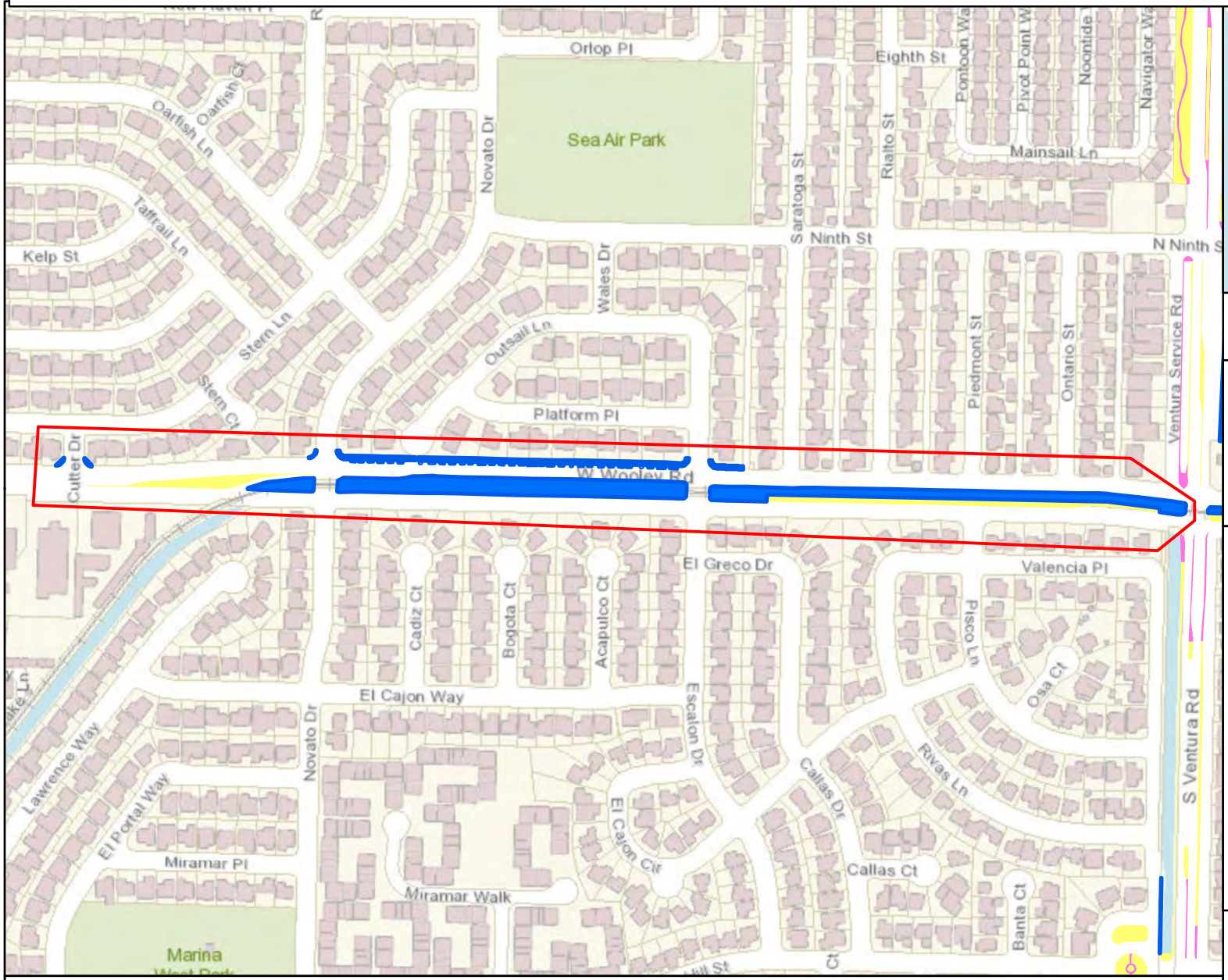
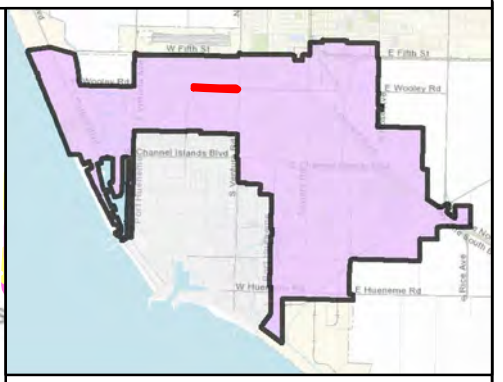
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 31 OF 27, WOOLEY 3



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~110,766.82 SQ FT
~2.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~107.47 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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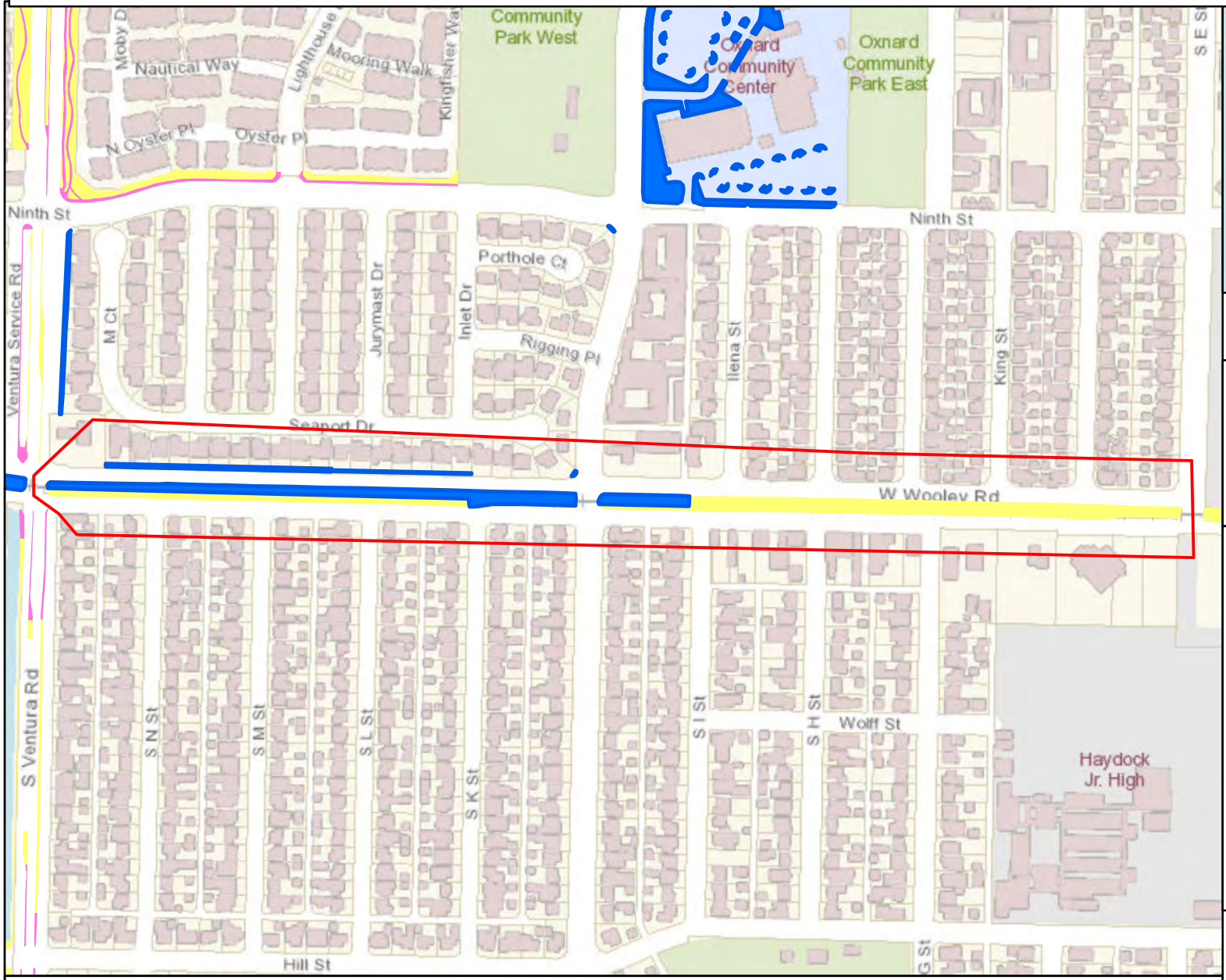
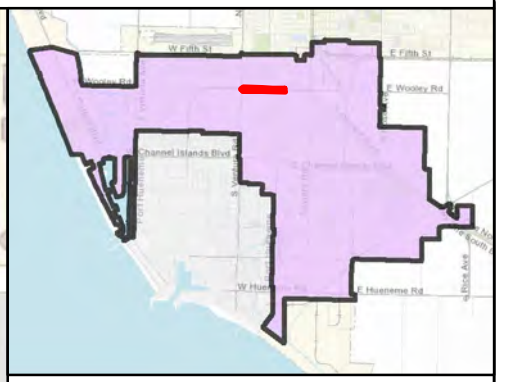
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 32 OF 27, WOOLEY 4



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~53,118.04 SQ FT
~1.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 Feet

N

CITY OF OXNARD CALIFORNIA

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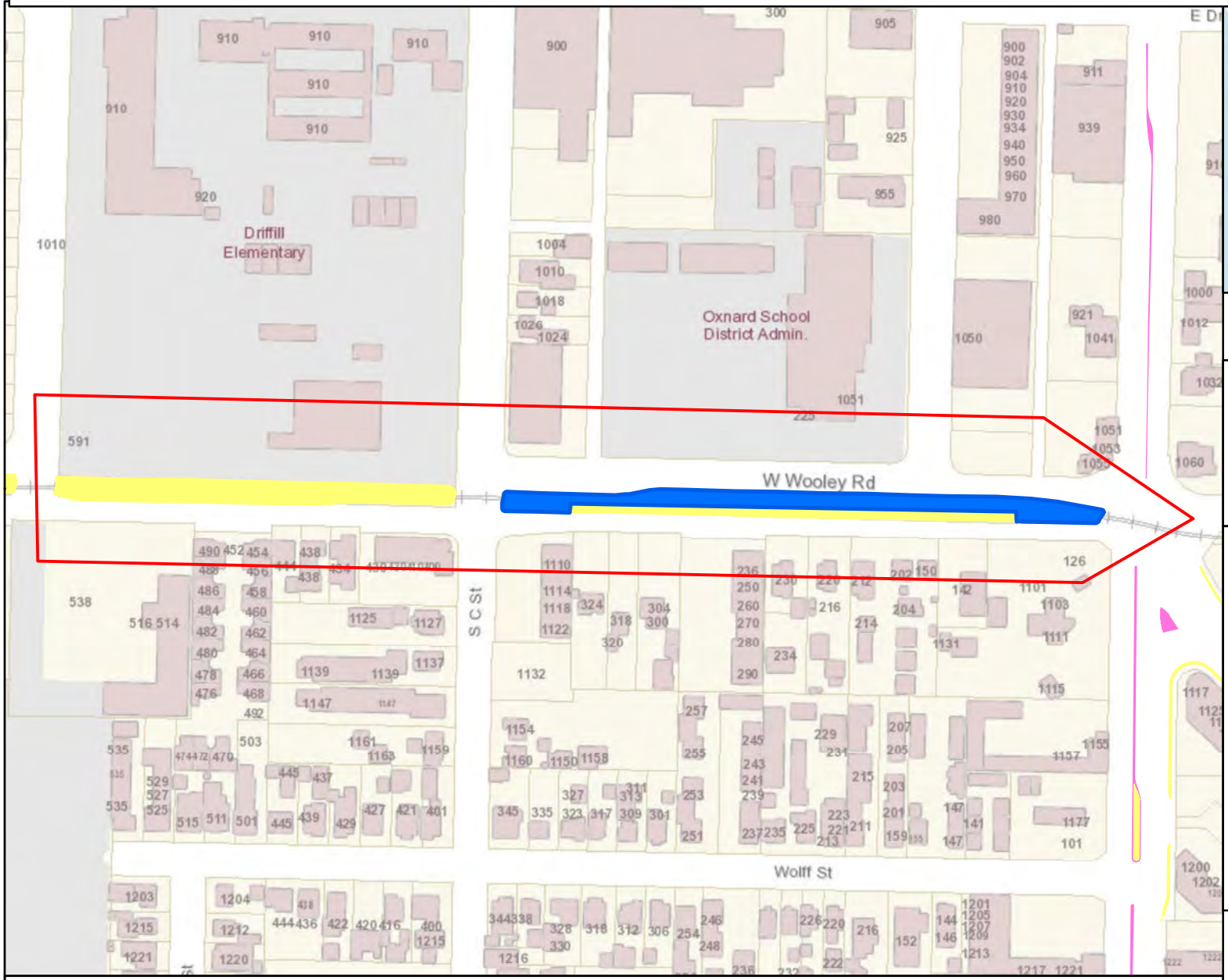
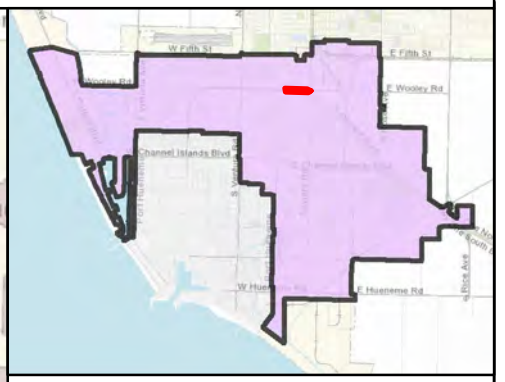
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 33 OF 27, WOOLEY 5



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,330.25 SQ FT
~0.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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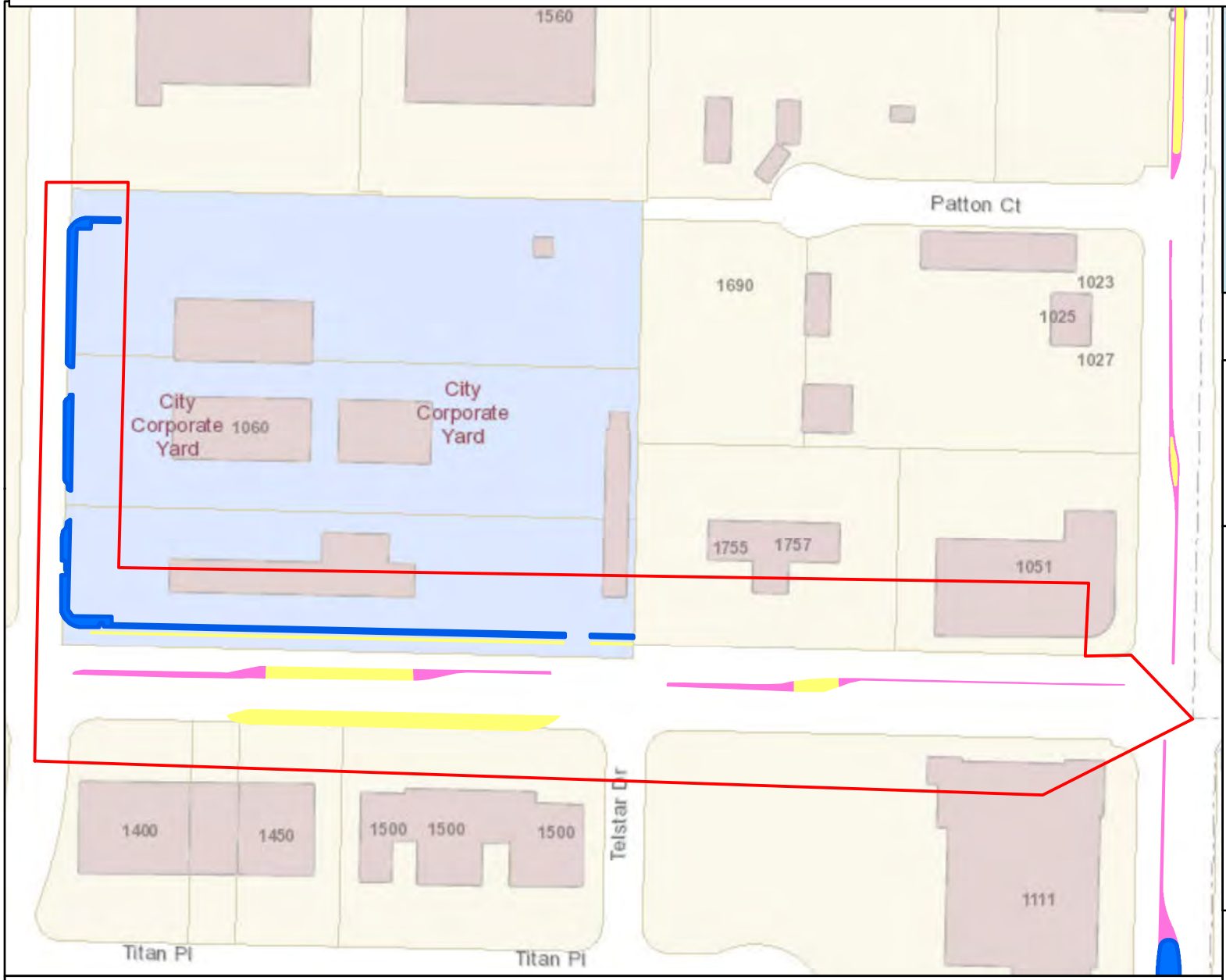
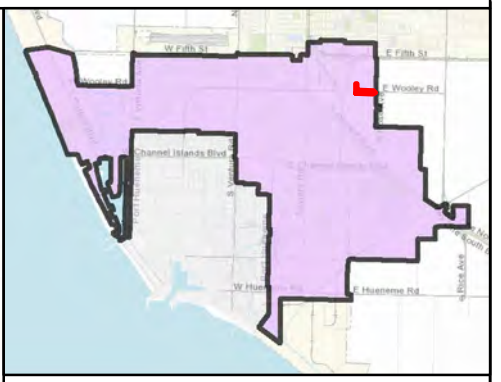
N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 34 OF 27, WOOLEY 6



## MAINTENANCE TOTALS

### REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

### WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,967.09 SQ FT
~0.18 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 Feet

N

CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

**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)



COUNCIL APPROVED
06-29-2021 M36
DATE

**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**

6-29-21

☒ John C. Zaragoza, Mayor[1] Date
☑ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Manager
☐ , Buyer

**GARCIA'S LANDSCAPING MAINTENANCE, INC.**

Pablo Garcia, President[2] — 6/7/21 Date

Tenley Garcia, Secretary — 6/7/21 Date

ATTEST:

R. Chaparro 6/29/21

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

APPROVED AS TO FORM:

for 6-9-21

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

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

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (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.

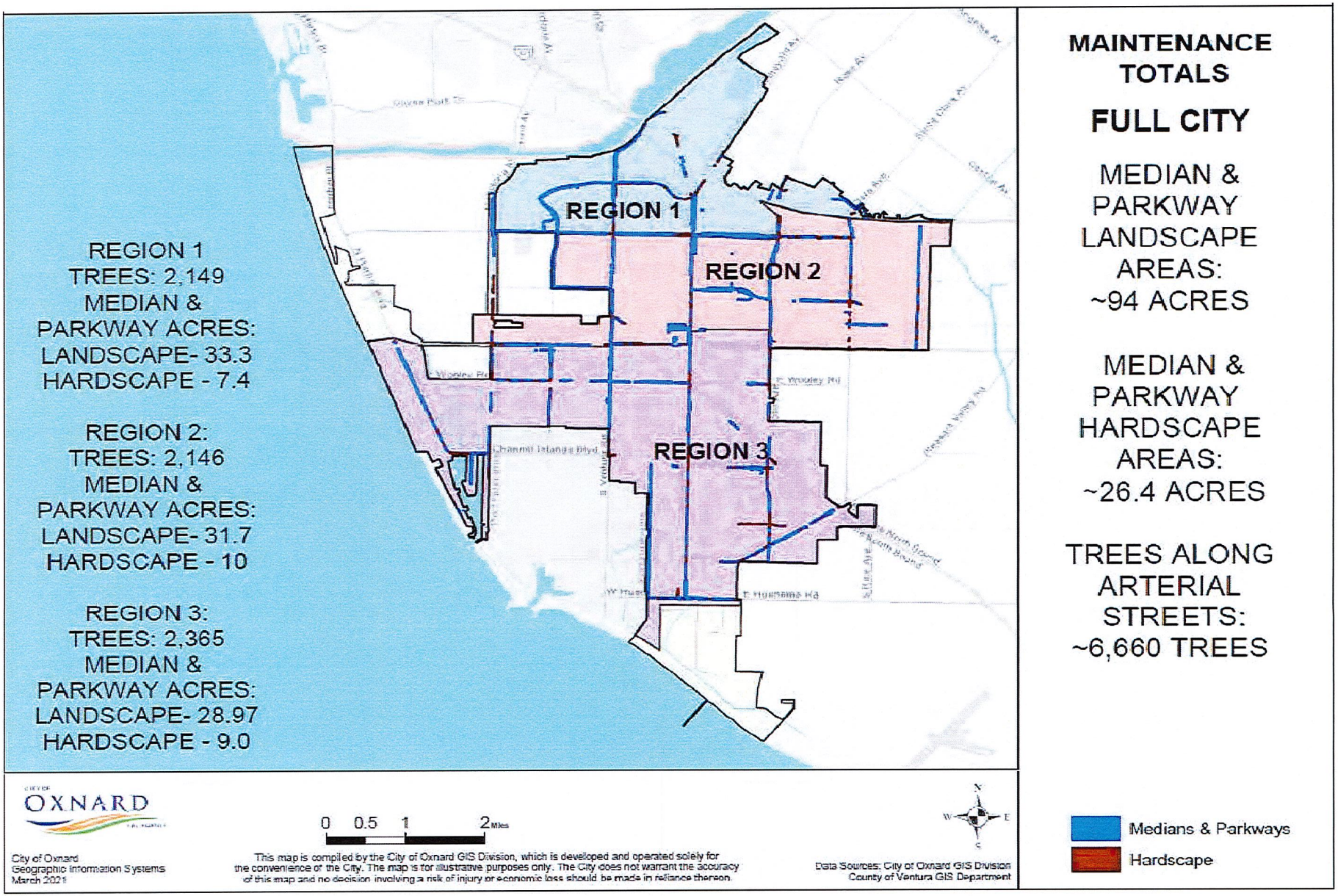
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

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
REGION 1
REGION 2
REGION 3
MAINTENANCE TOTALS
FULL CITY
MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES
TREES ALONG ARTERIAL STREETS: ~6,660 TREES
OXNARD
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
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 and CG 2037).**

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

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

administration and defense expenses.

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

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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE<br>PRODUCTS COMP/OP AGG.<br>PERSONAL & ADV. INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED EXPENSE (Any one person) | $1,000,000<br>$1,000,000<br>$1,000,000<br>$1,000,000<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | ED SINGLE<br>INJURY<br>n)<br>INJURY<br>ent)<br>TY DAMAGE | $1,000,000<br>$<br>$<br>$ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT<br>DISEASE-POLICY LIMIT<br>DISEASE-EACH EMPLOYEE | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | **OTHER**<br>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<br>Each consultant/<br>& listed sub-consultant | $1,000,000<br>$500,000 |

SAMPLE

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

## OTHER PROVISIONS

## COVERAGES

| | LIABILITY LIMITS IN THOUSANDS $ | |
|---|---|---|
| | EACH OCCURRENCE | AGGREGATE |
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
Name:_____
Address: _____
_____
Telephone: (___) _____

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

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.

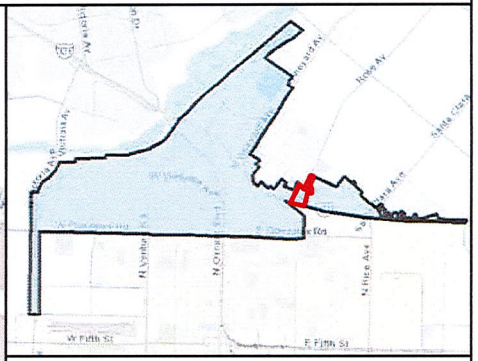
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage 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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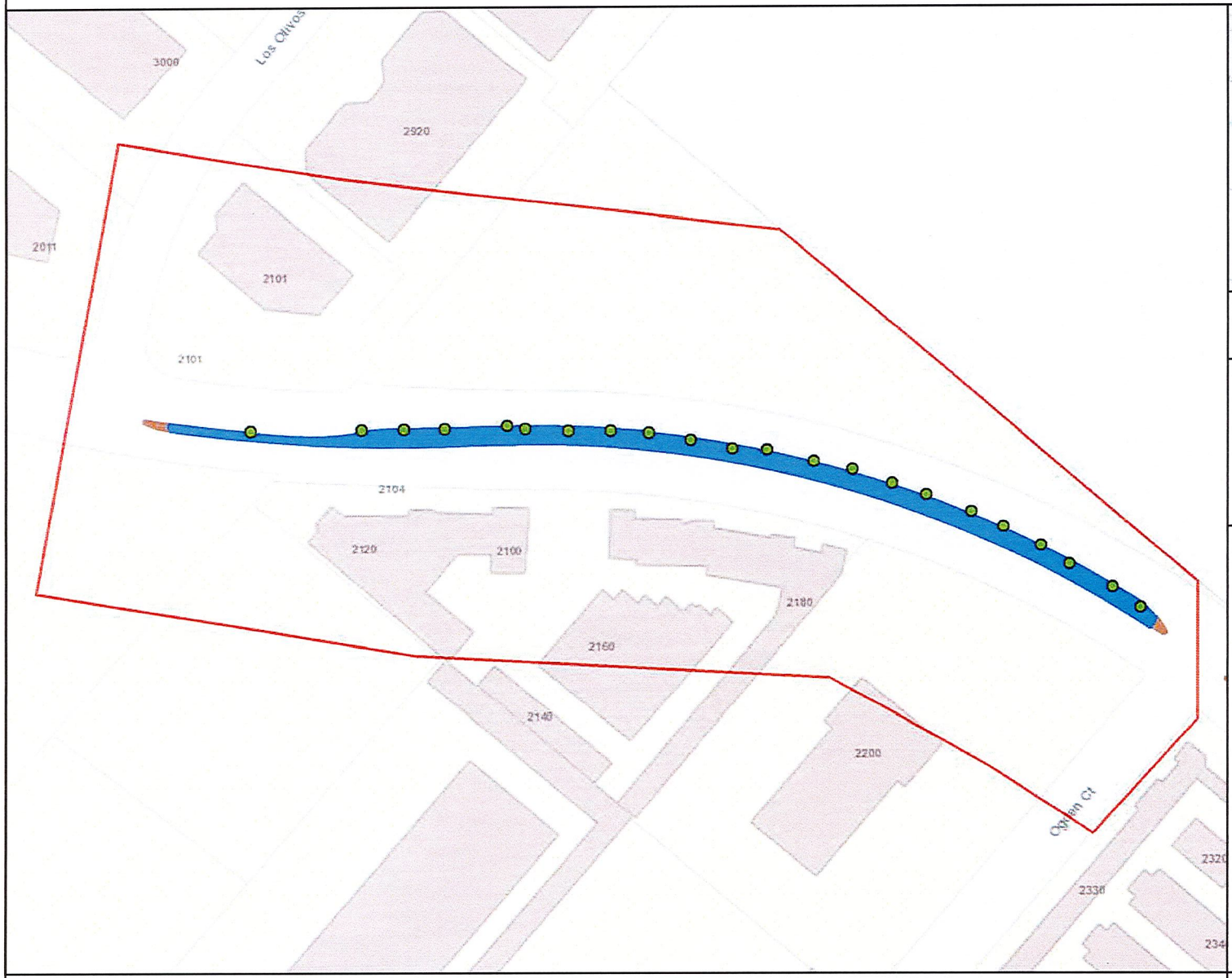
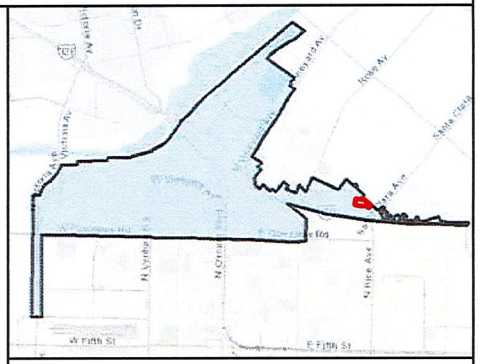
N W E S

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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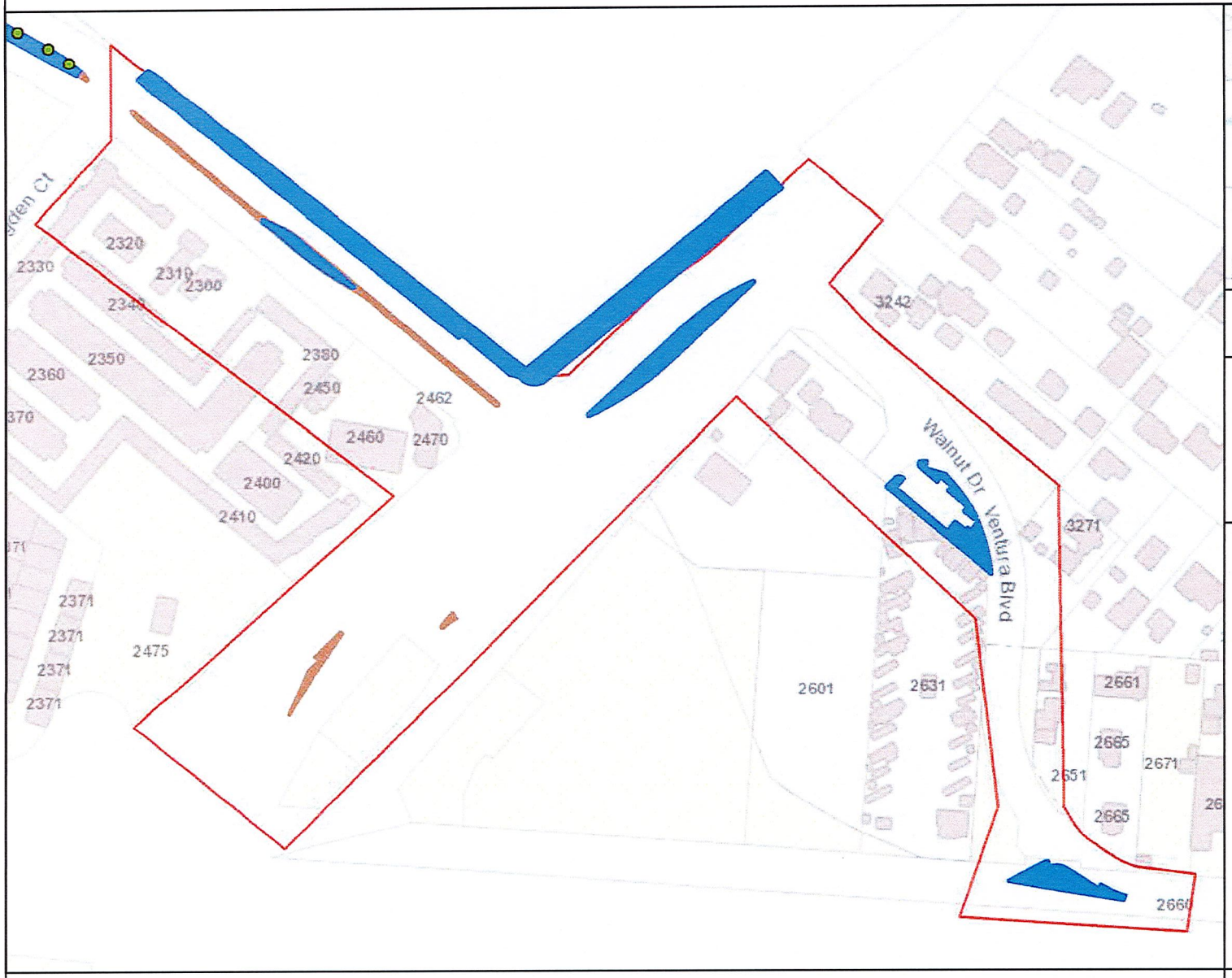
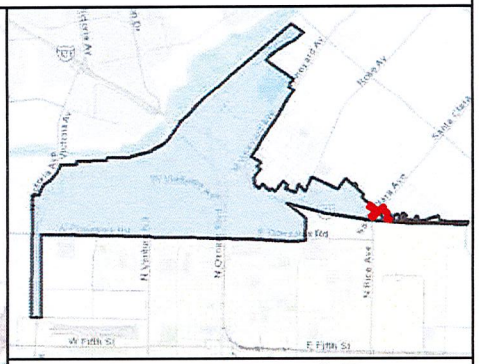
N W E S

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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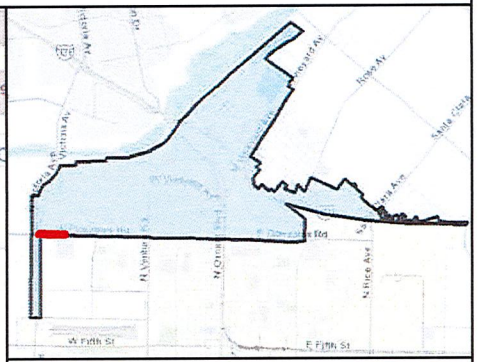
N W E S

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

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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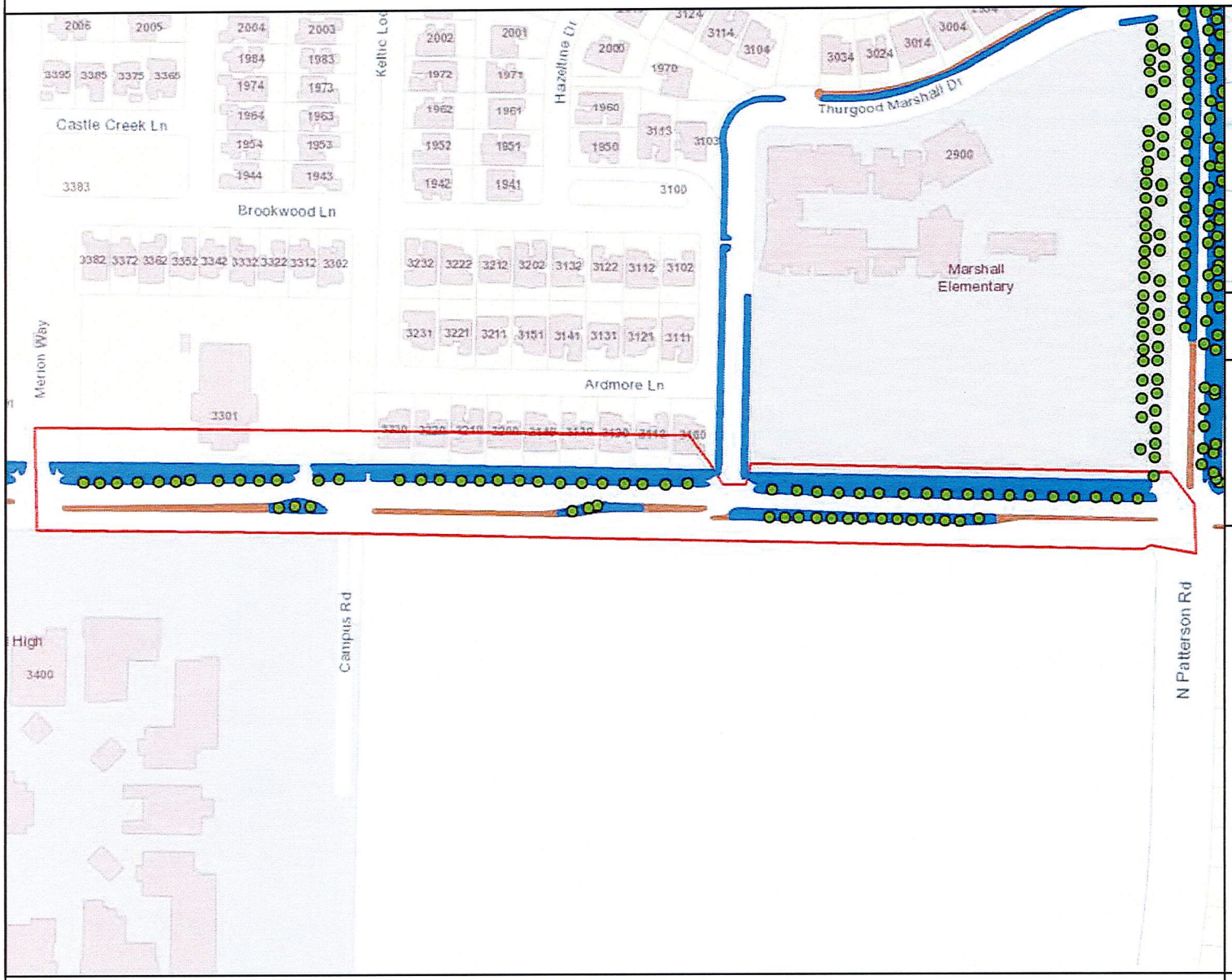
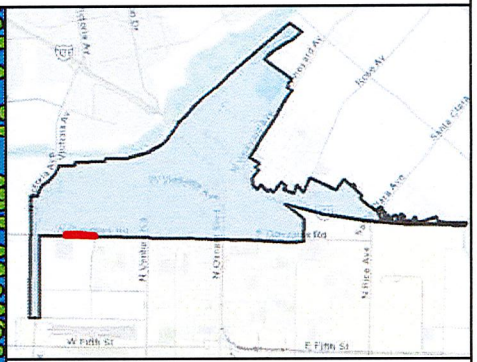
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# 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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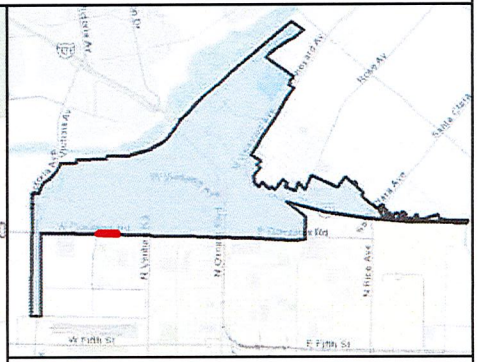
N W E S

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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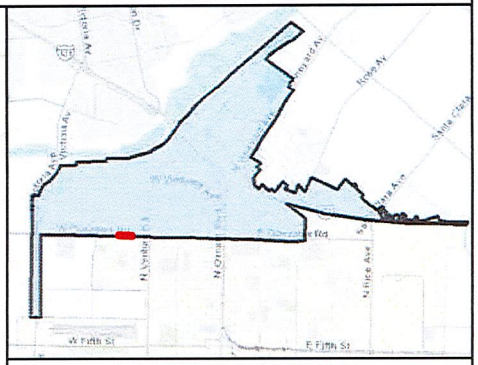
N W E S

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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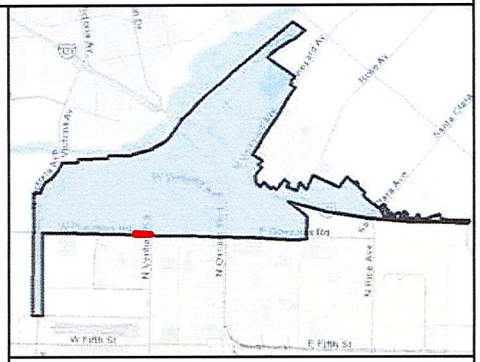
N W E S

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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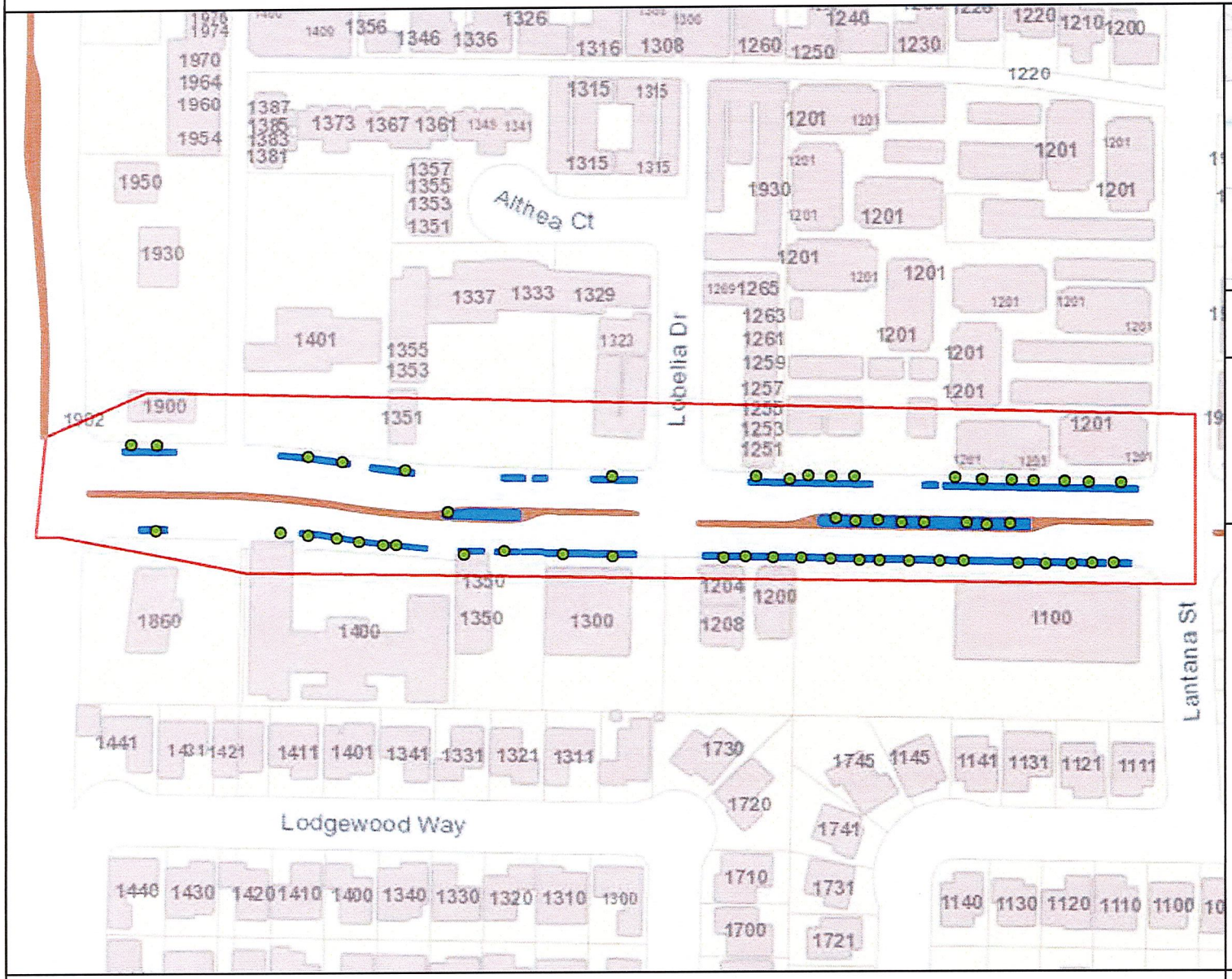
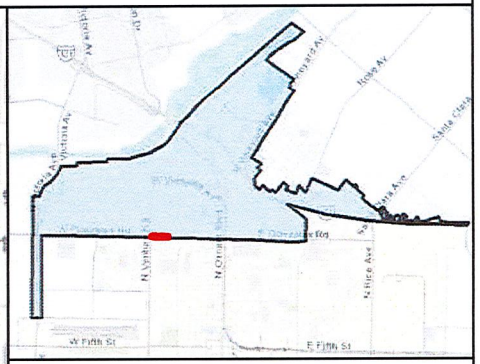
N W E S

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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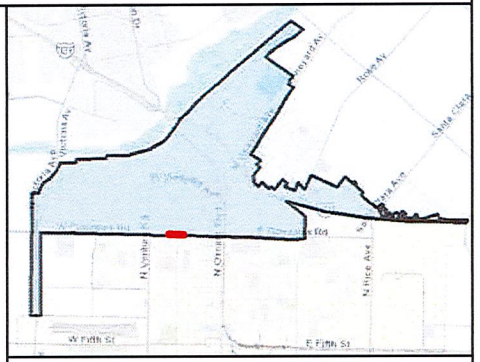
N W E S

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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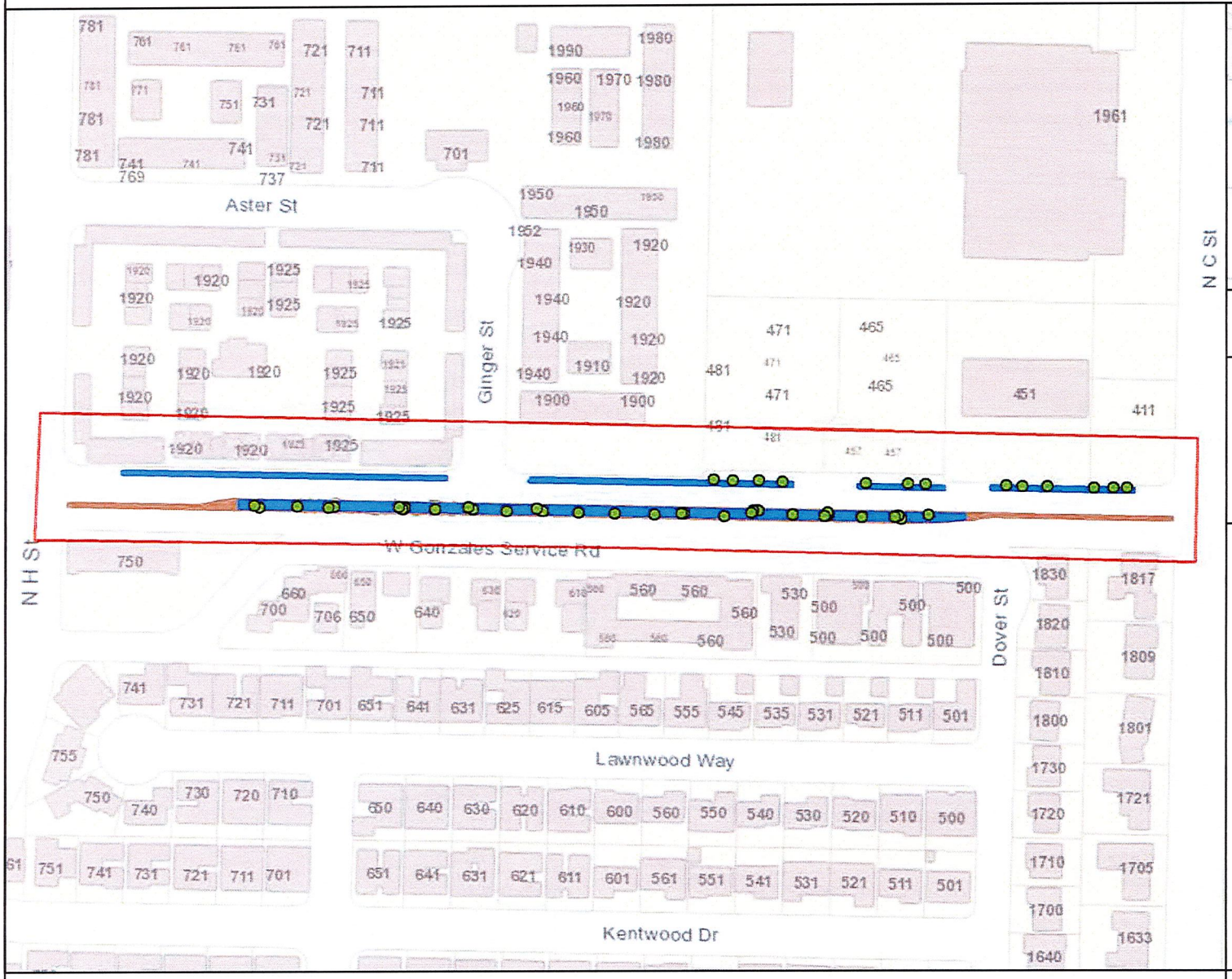
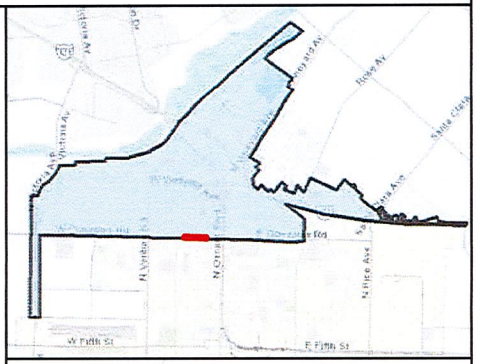
N W E S

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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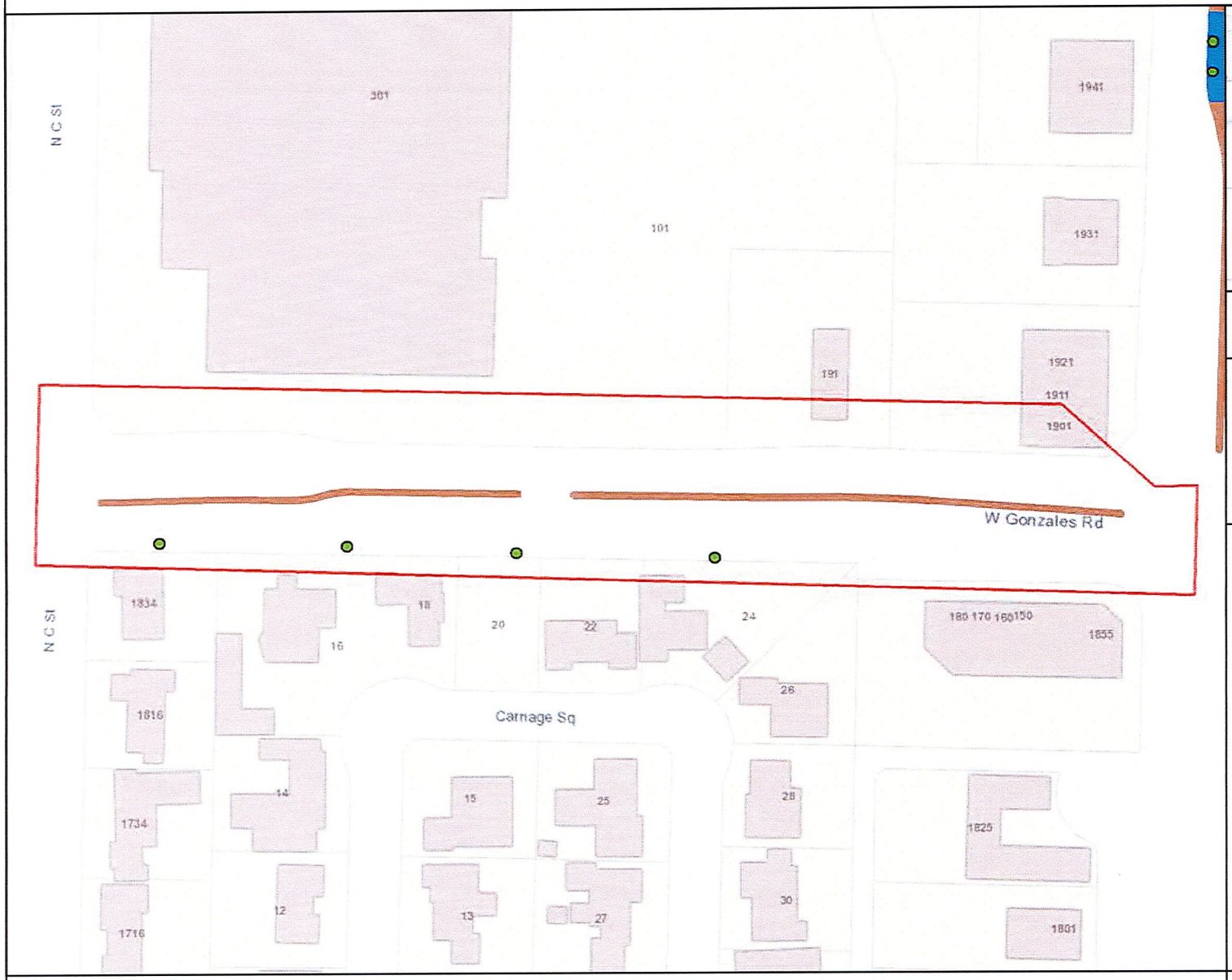
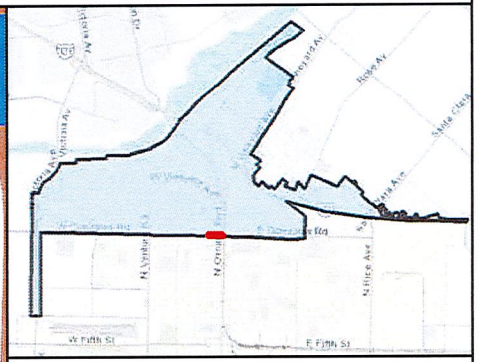
N W E S

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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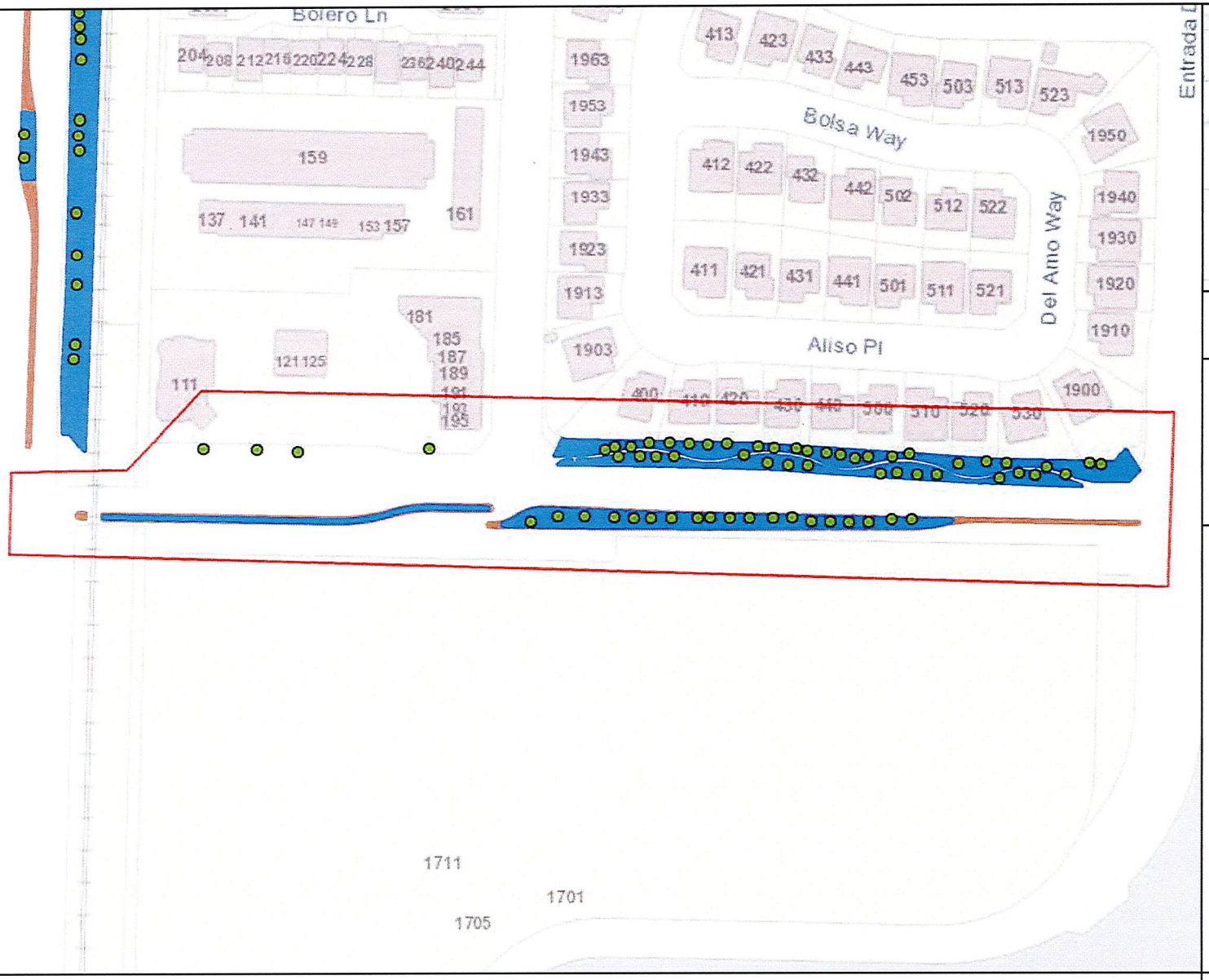
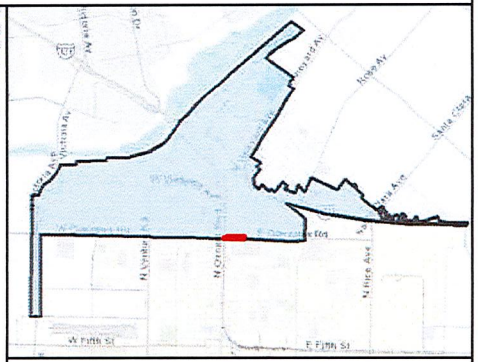
N W E S

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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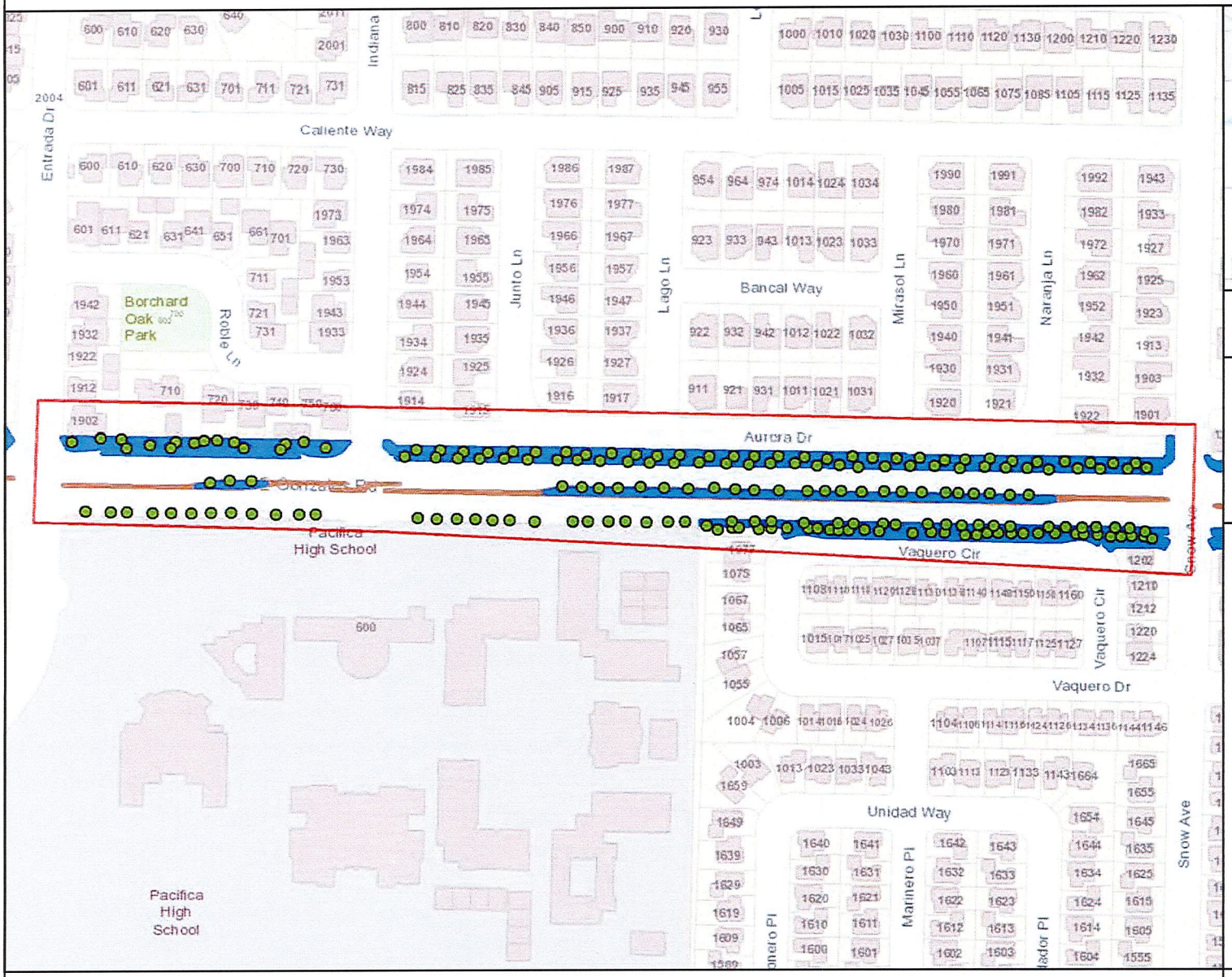
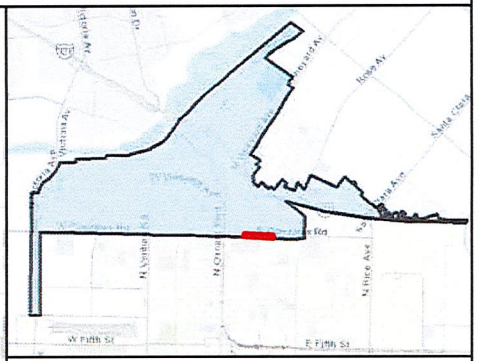
N W E S

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

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

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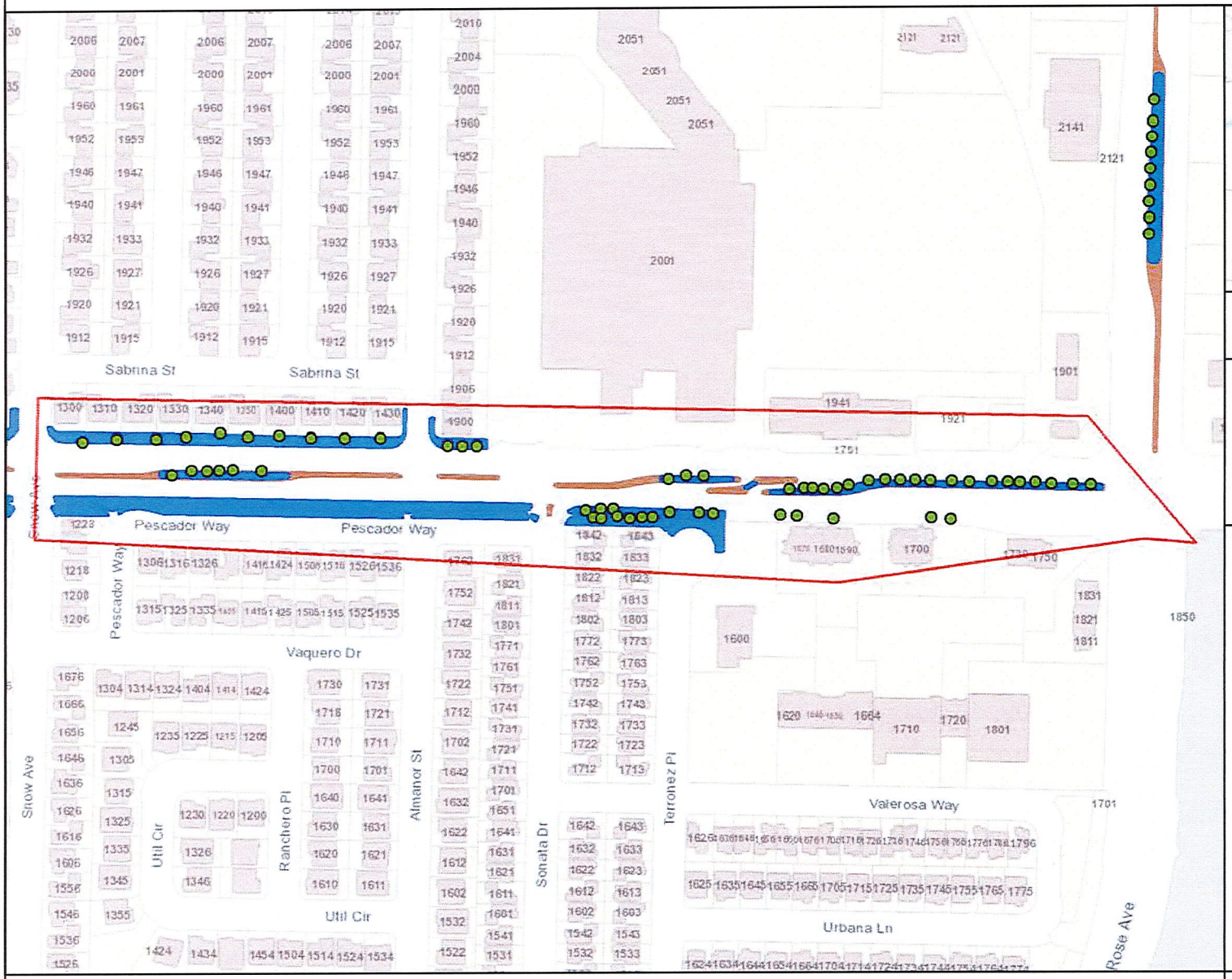
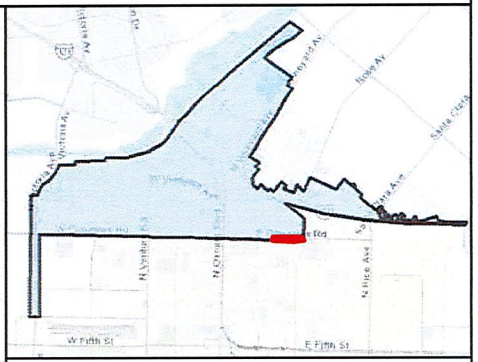
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 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

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

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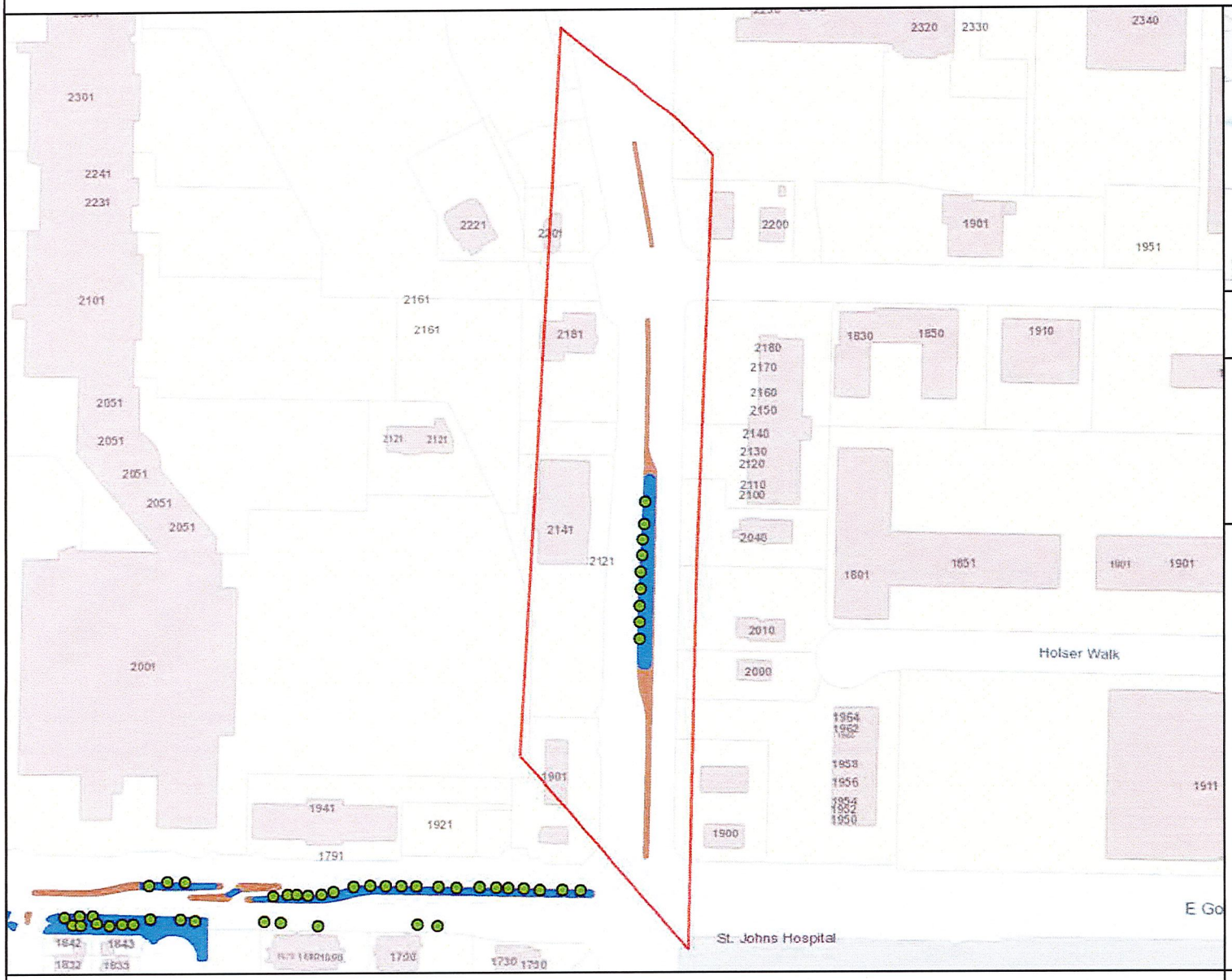
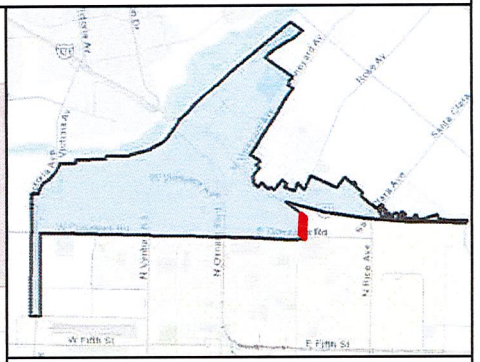
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 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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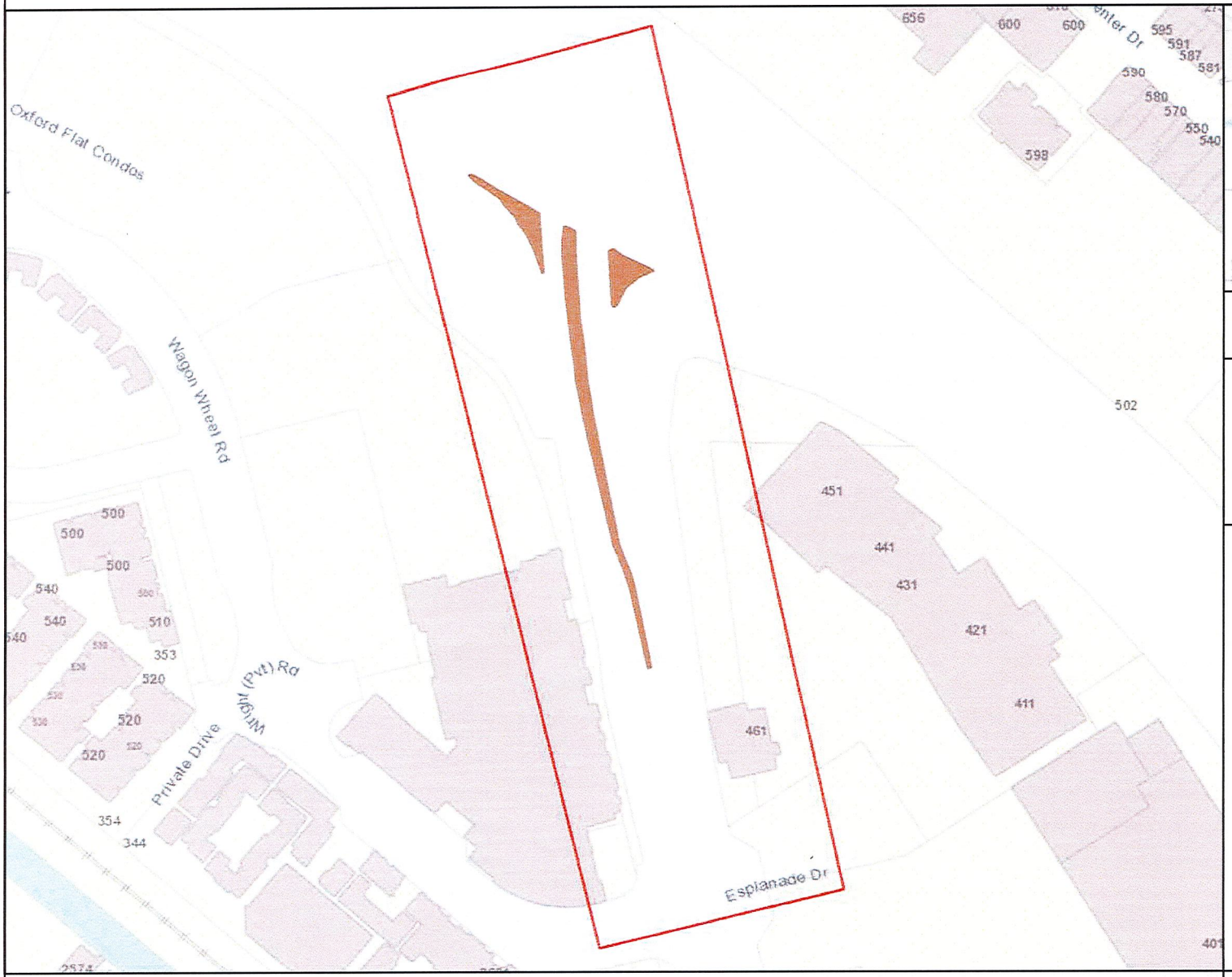
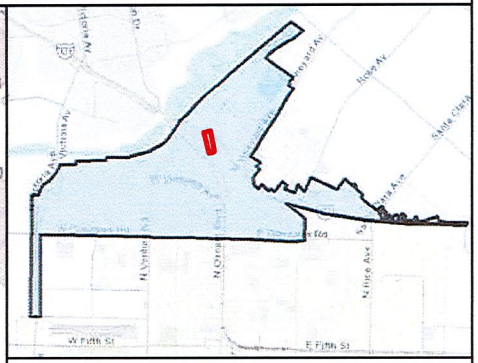
N W E S

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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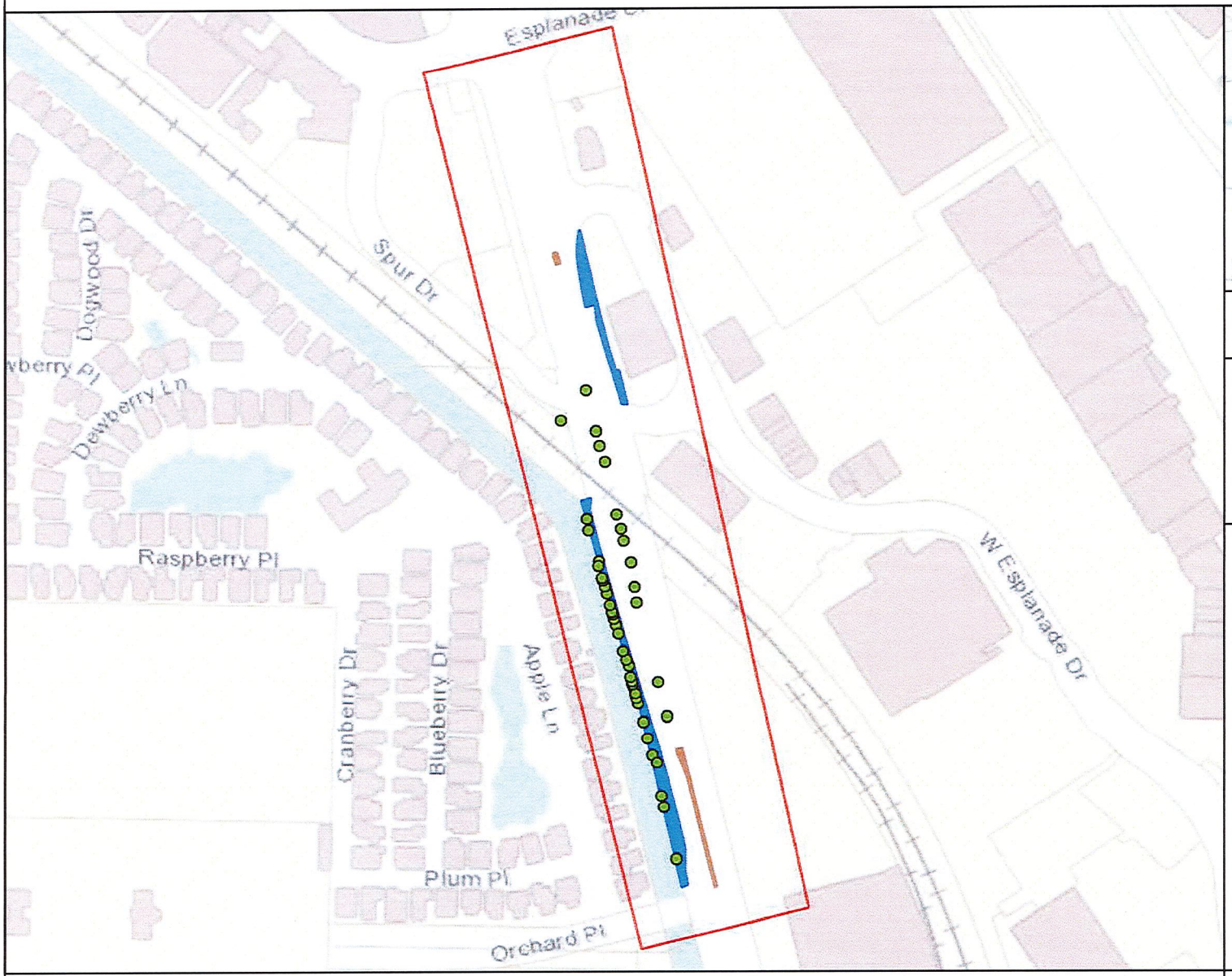
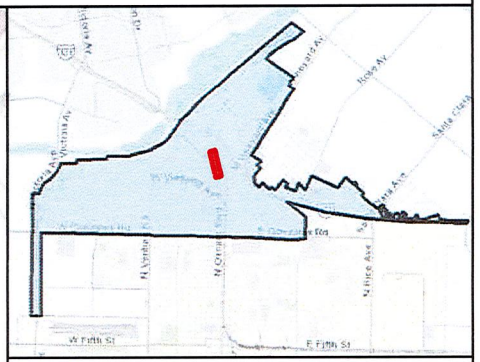
N W E S

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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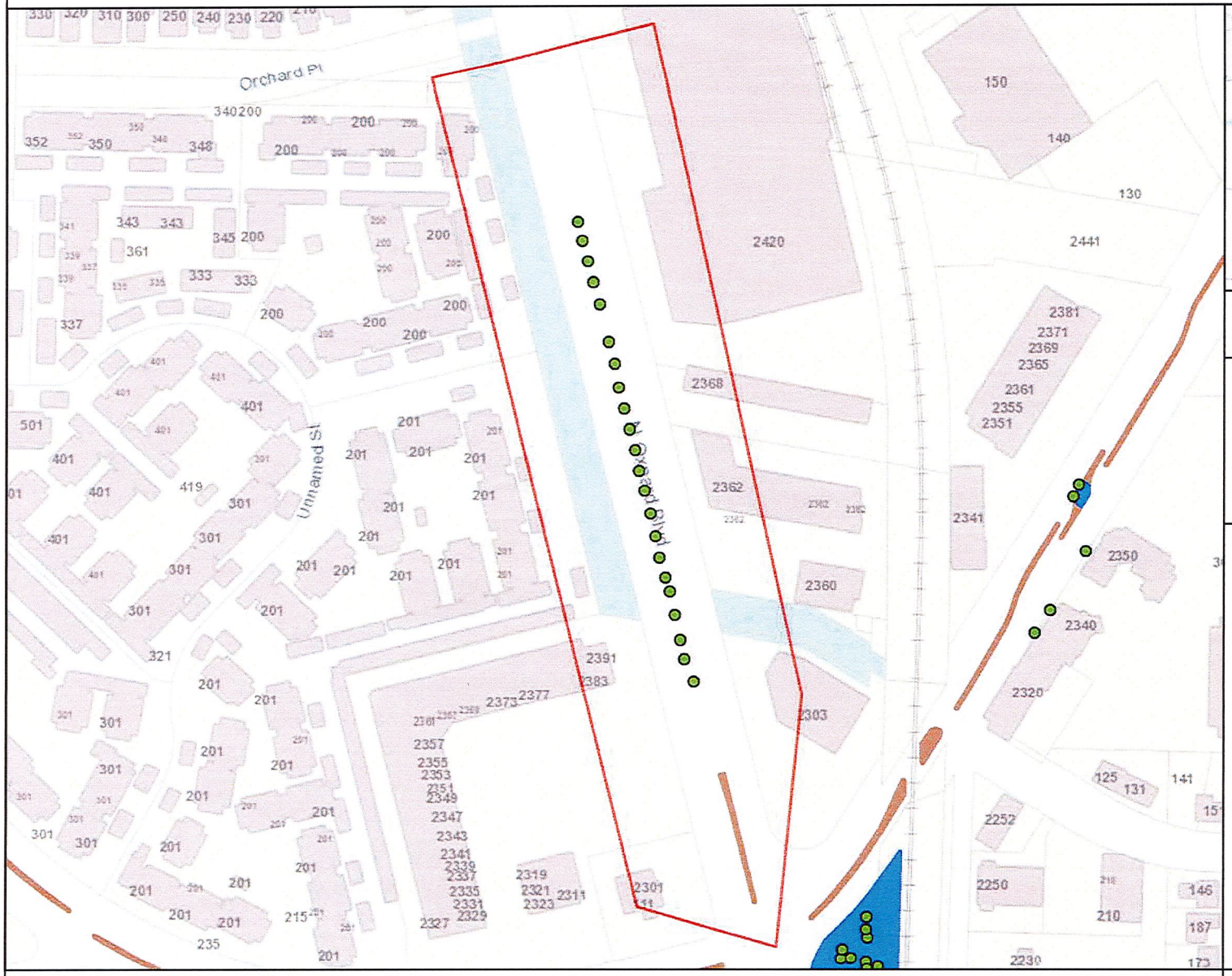
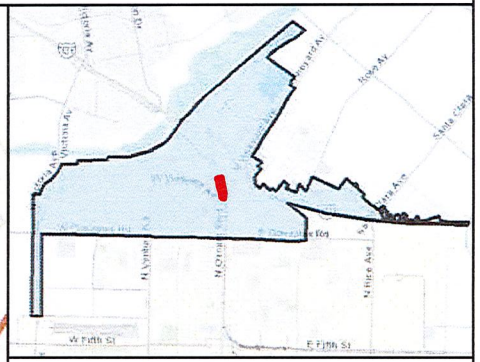
N W E S

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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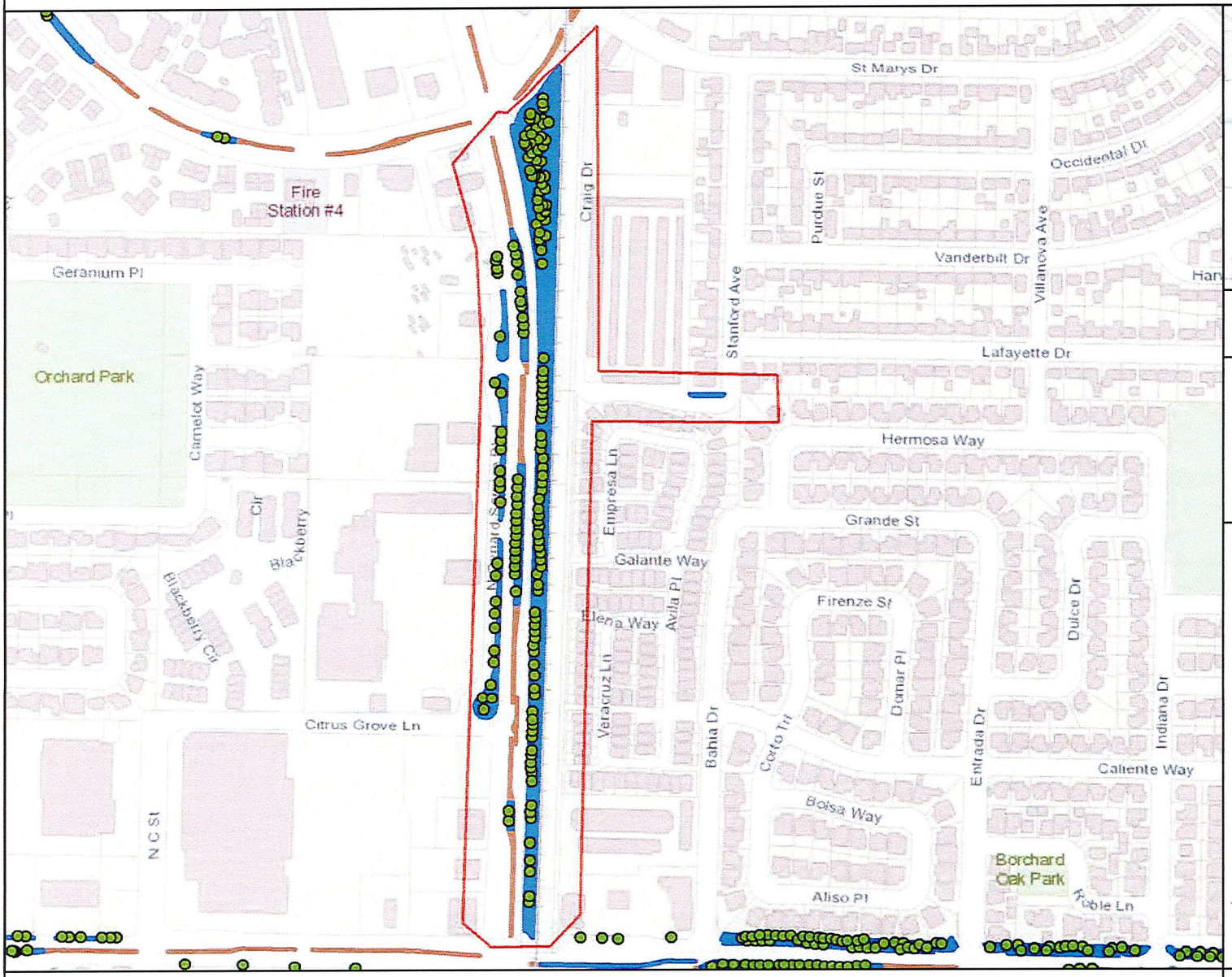
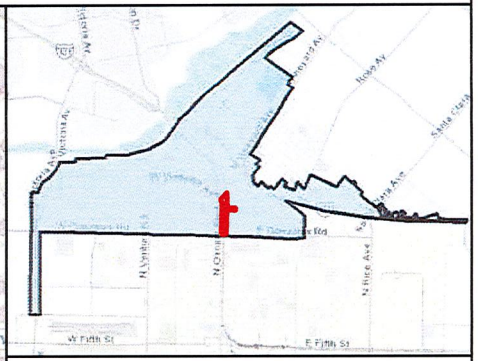
N W E S

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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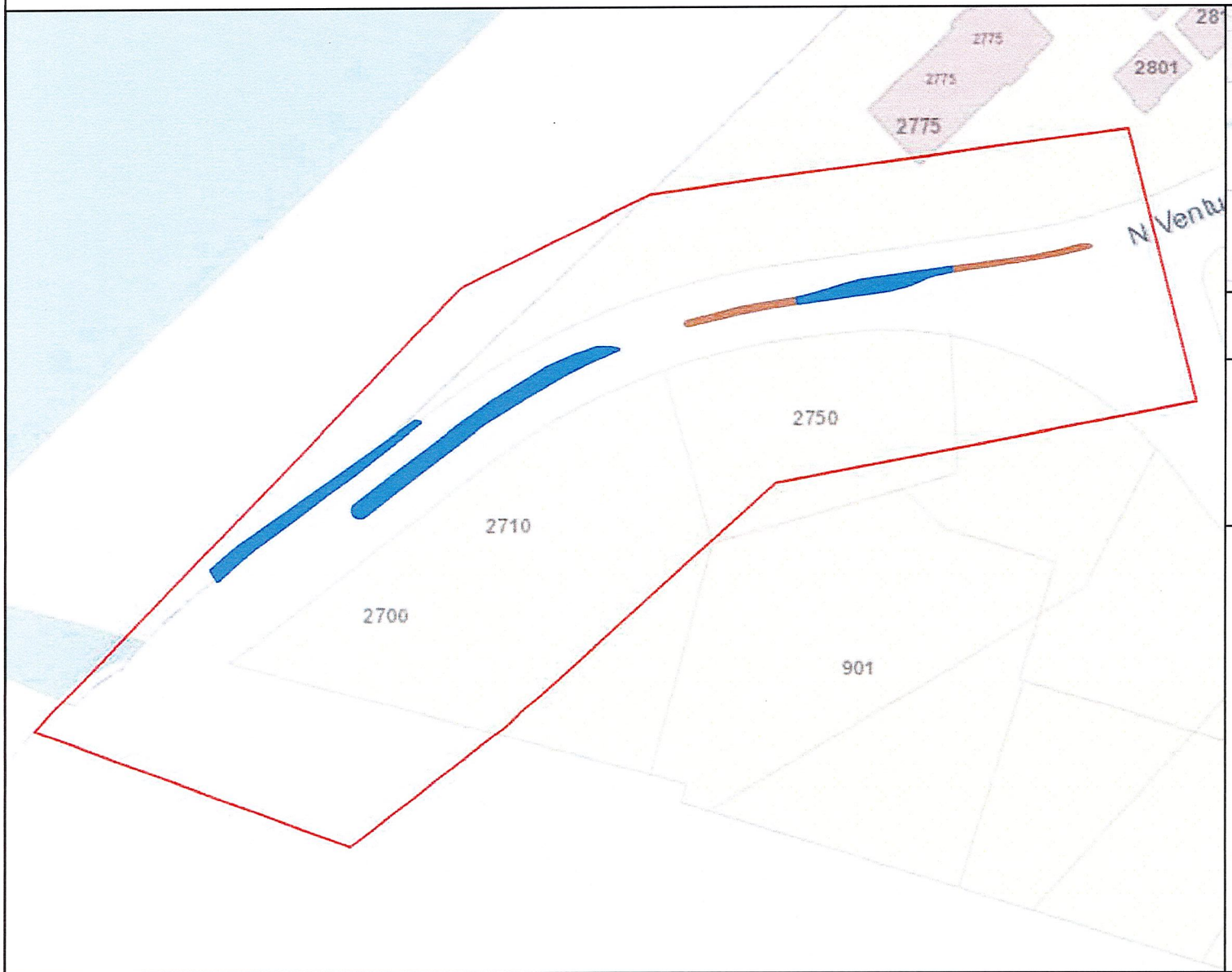
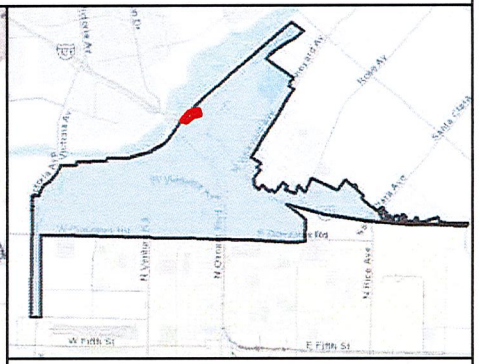
N W E S

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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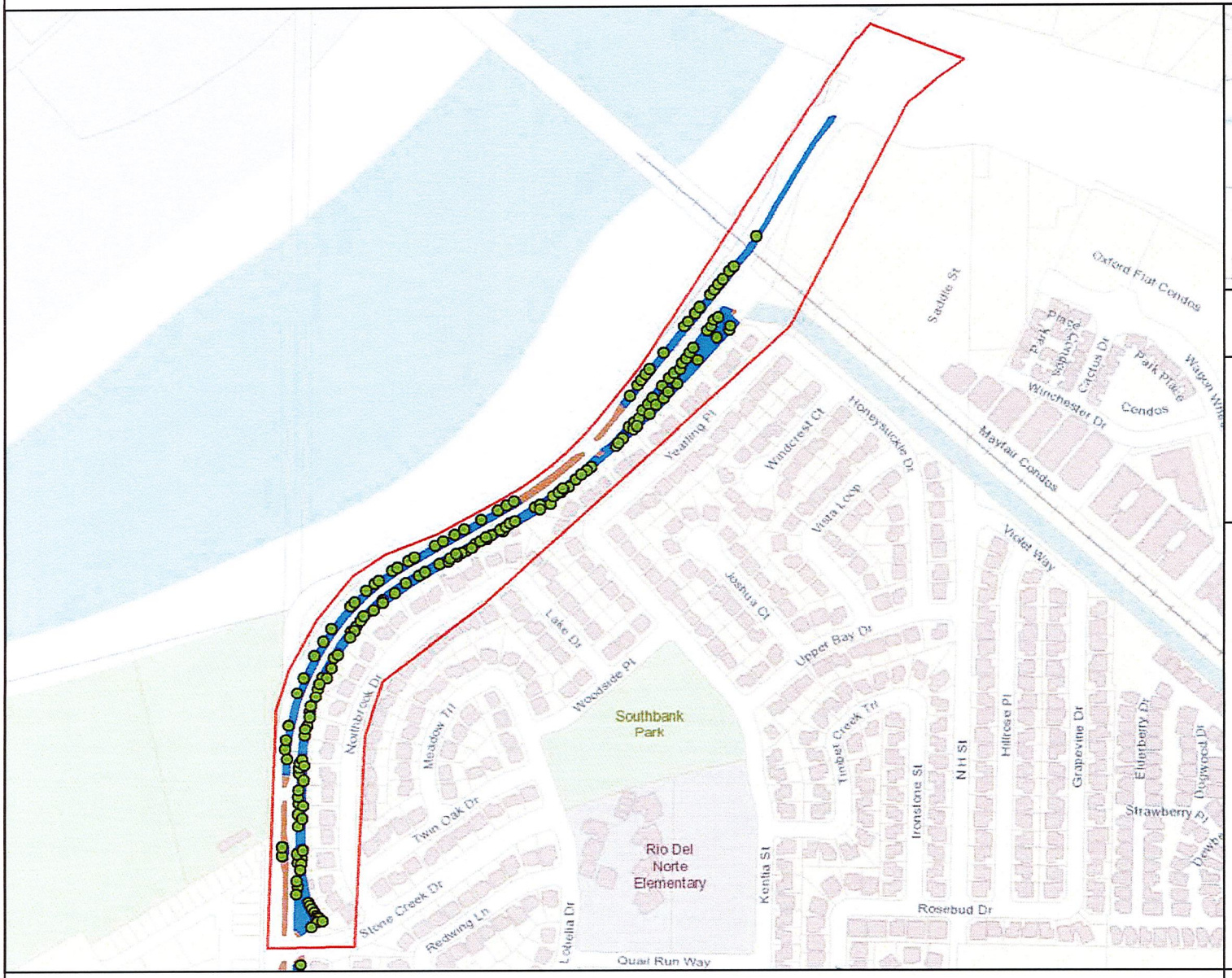
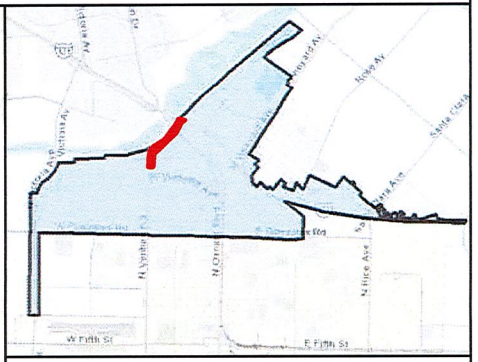
N W E S

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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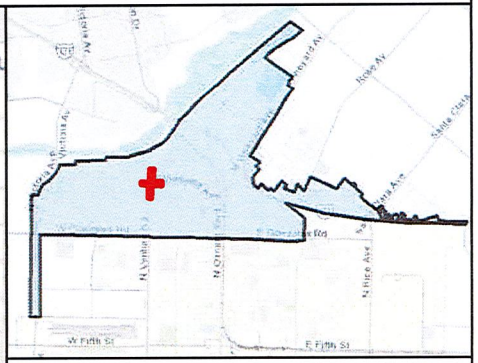
N W E S

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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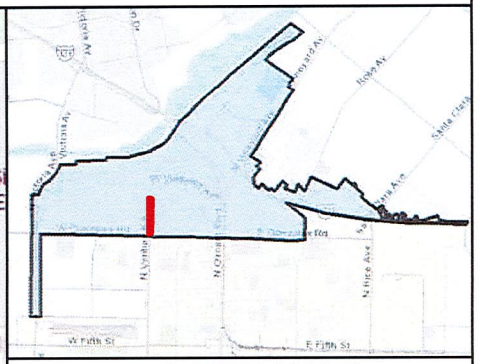
N W E S

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

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

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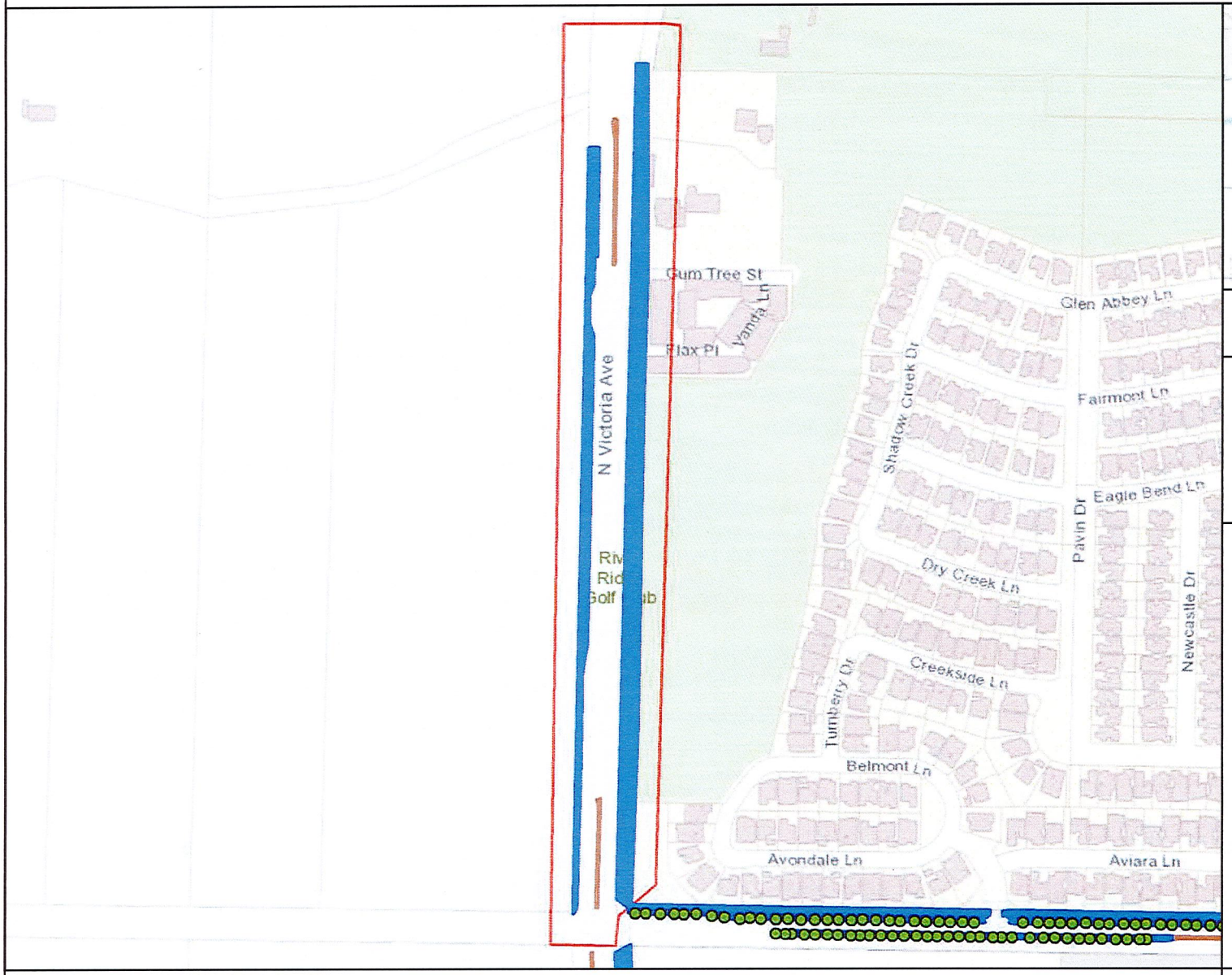
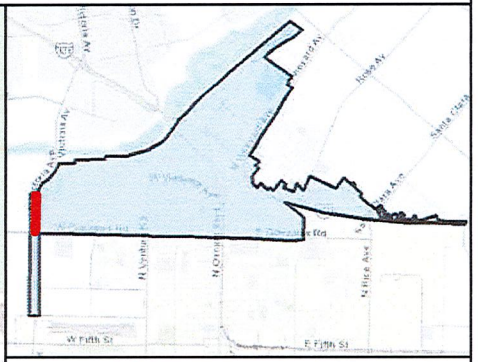
N W E S

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 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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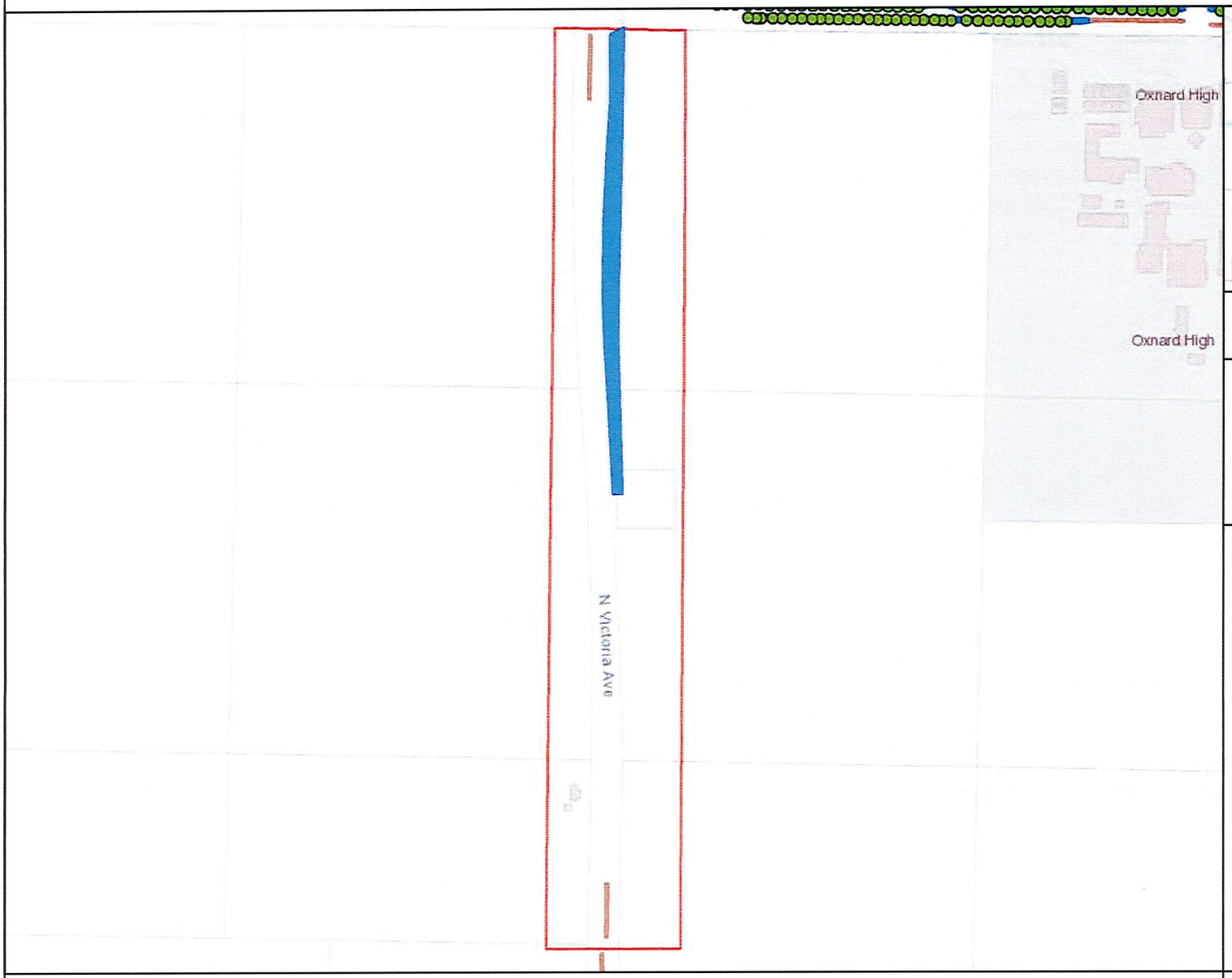
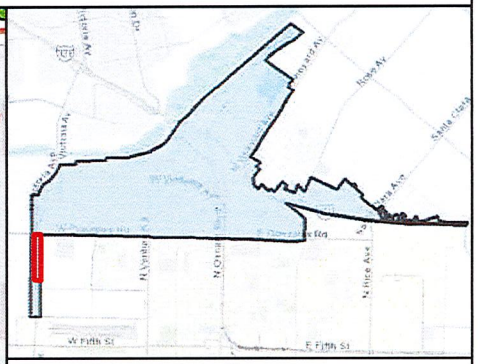
N W E S

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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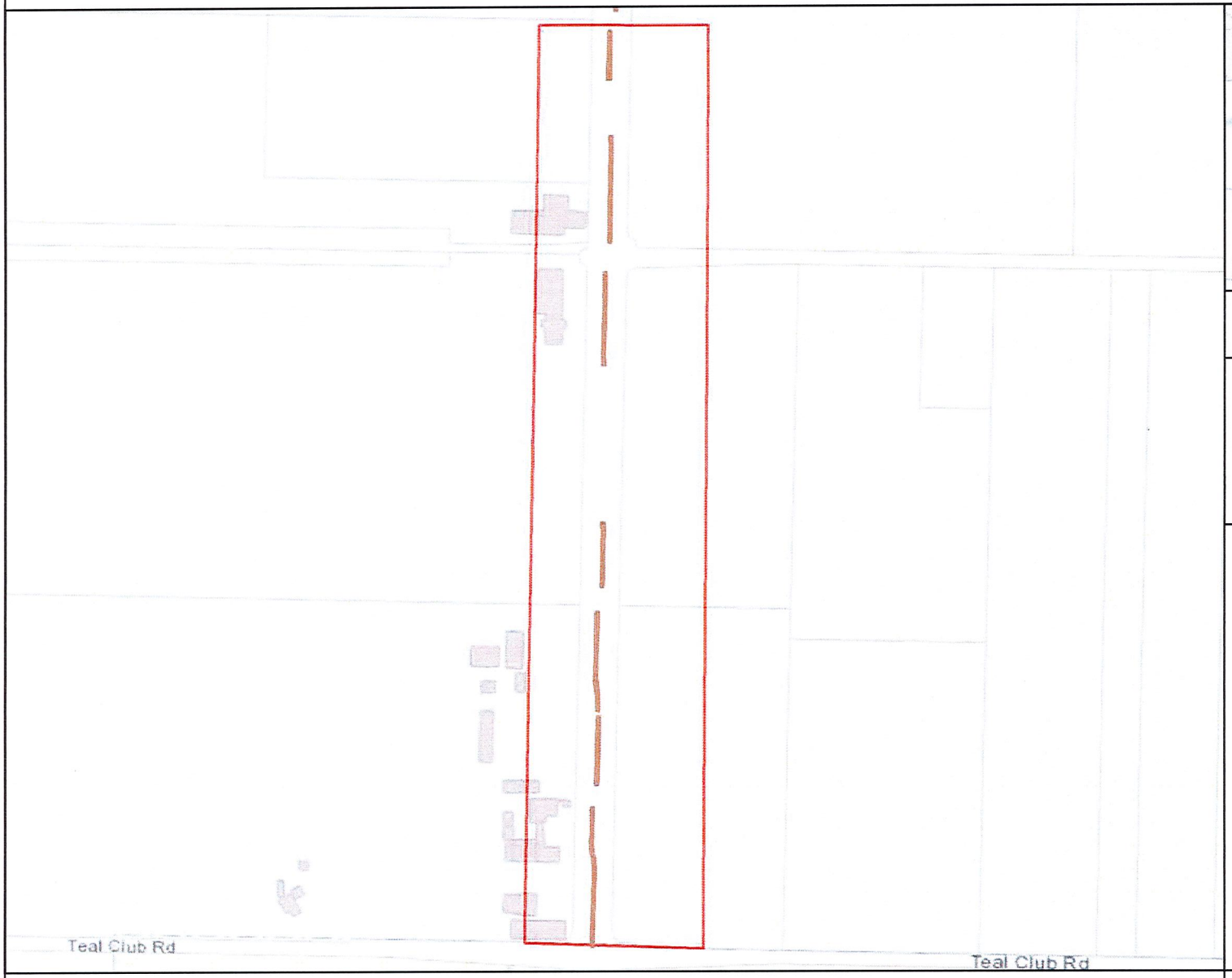
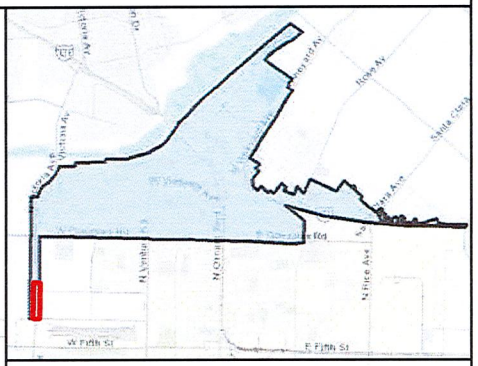
N W E S

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

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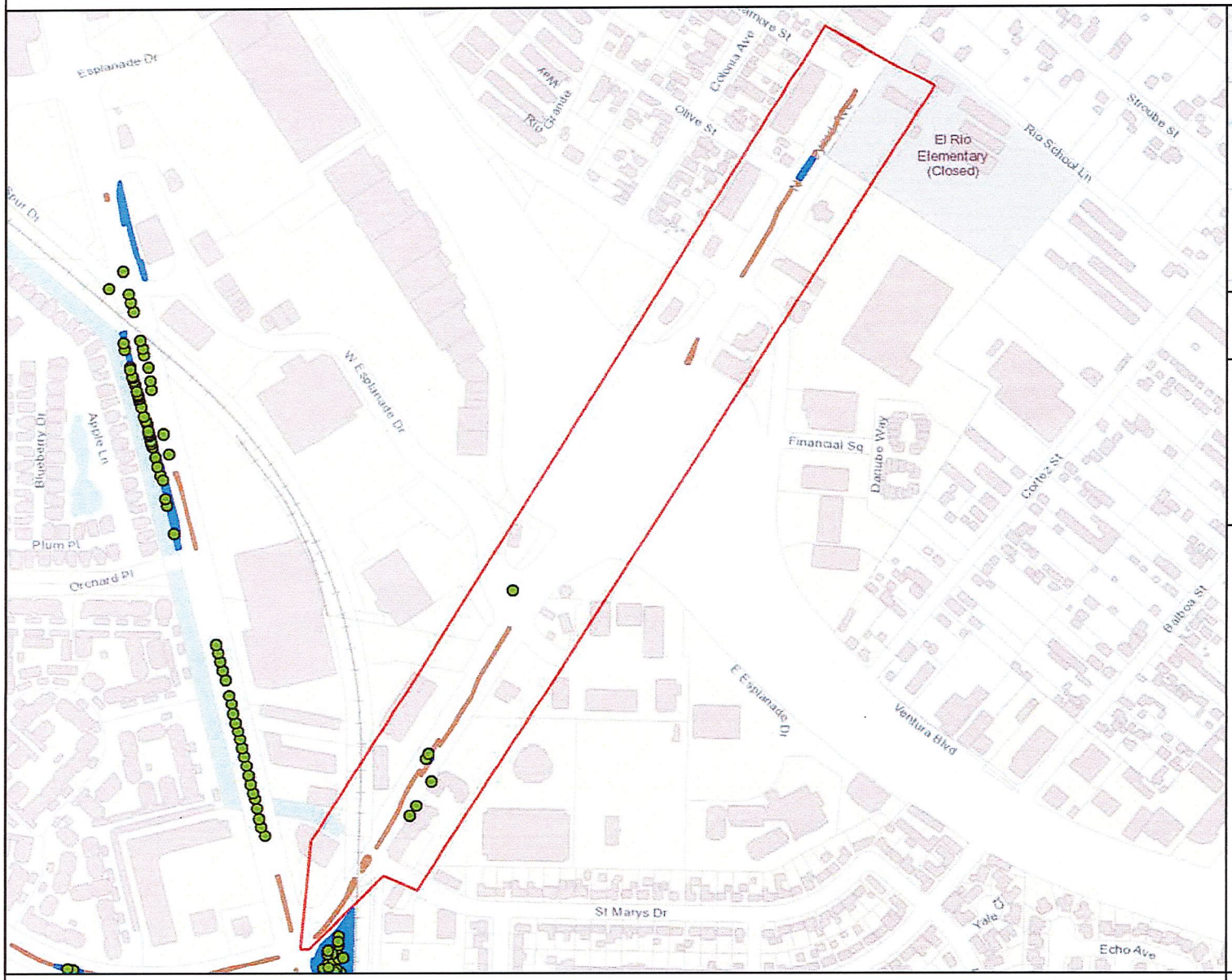
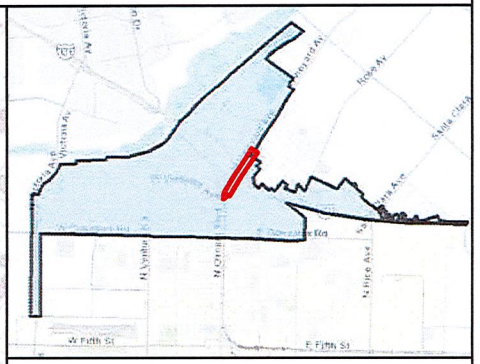
N W E S

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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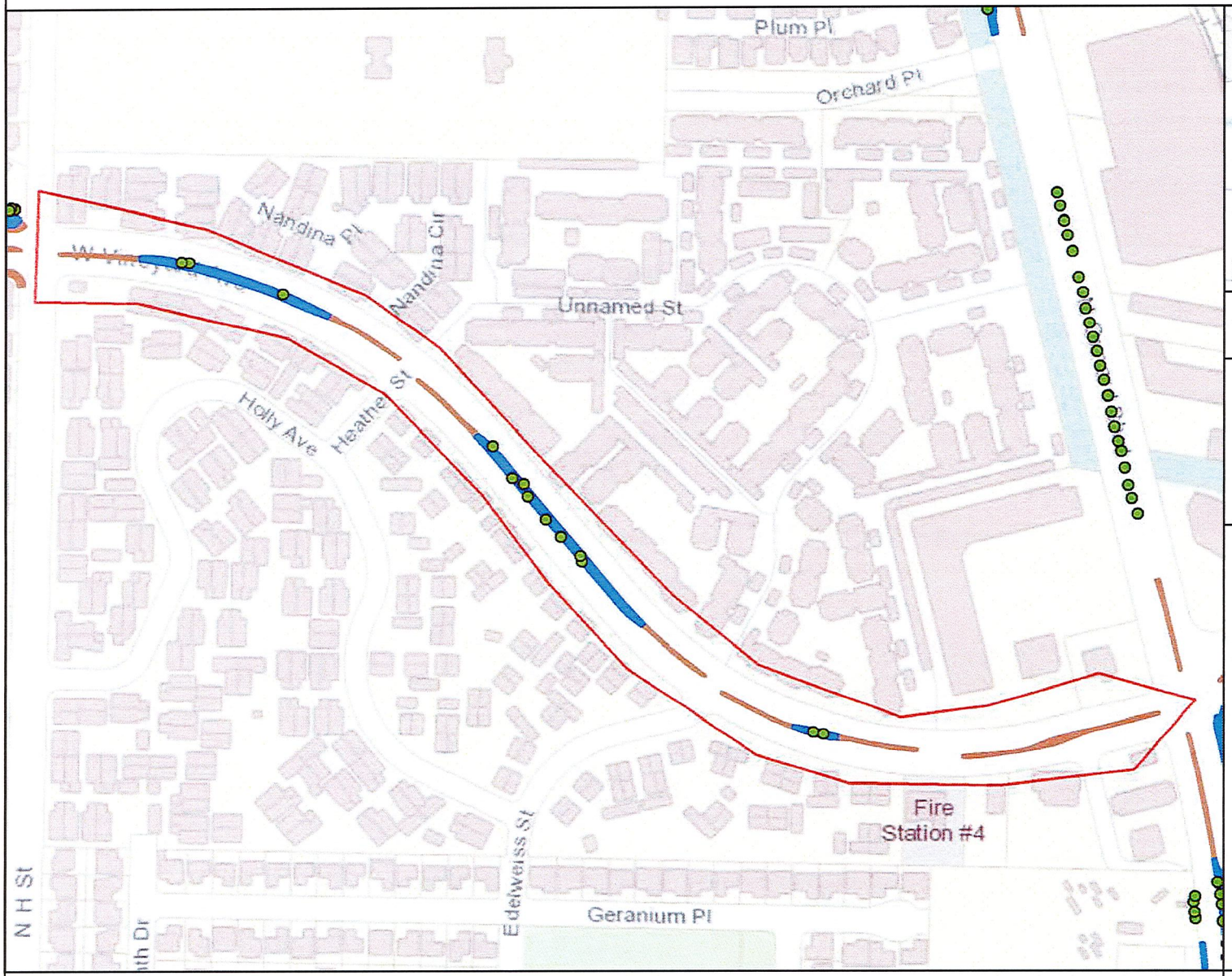
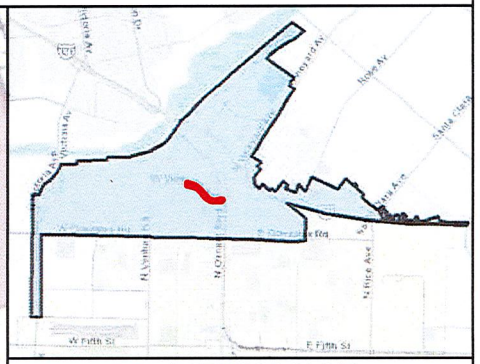
N W E S

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

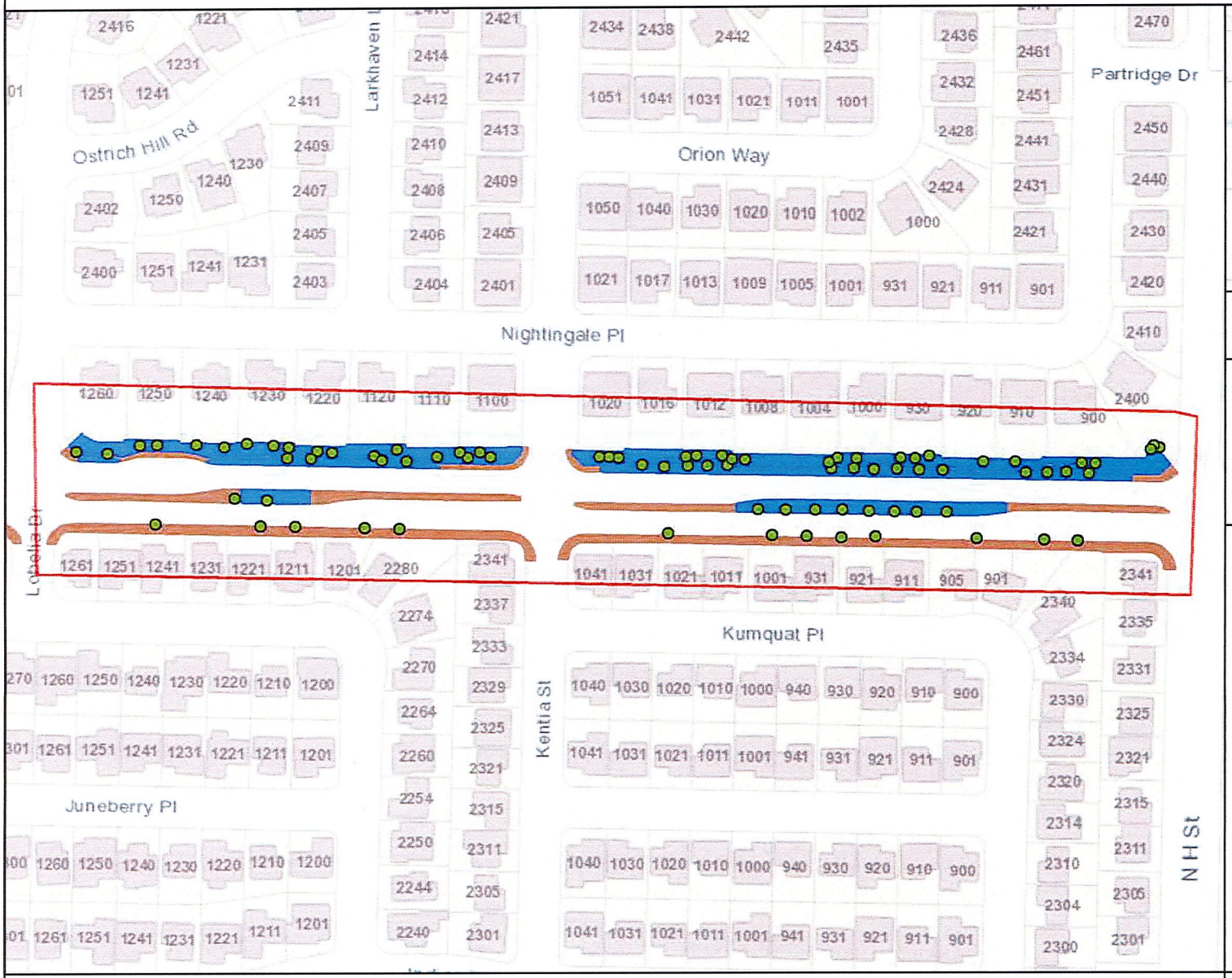
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

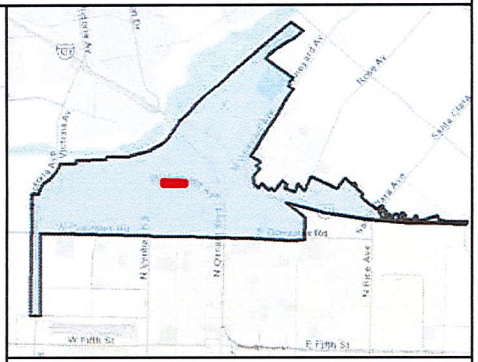
N W E S

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 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

N W E S

Trees On Arterial Streets
Medians & Parkways
Hardscape
Work Extent on this Map

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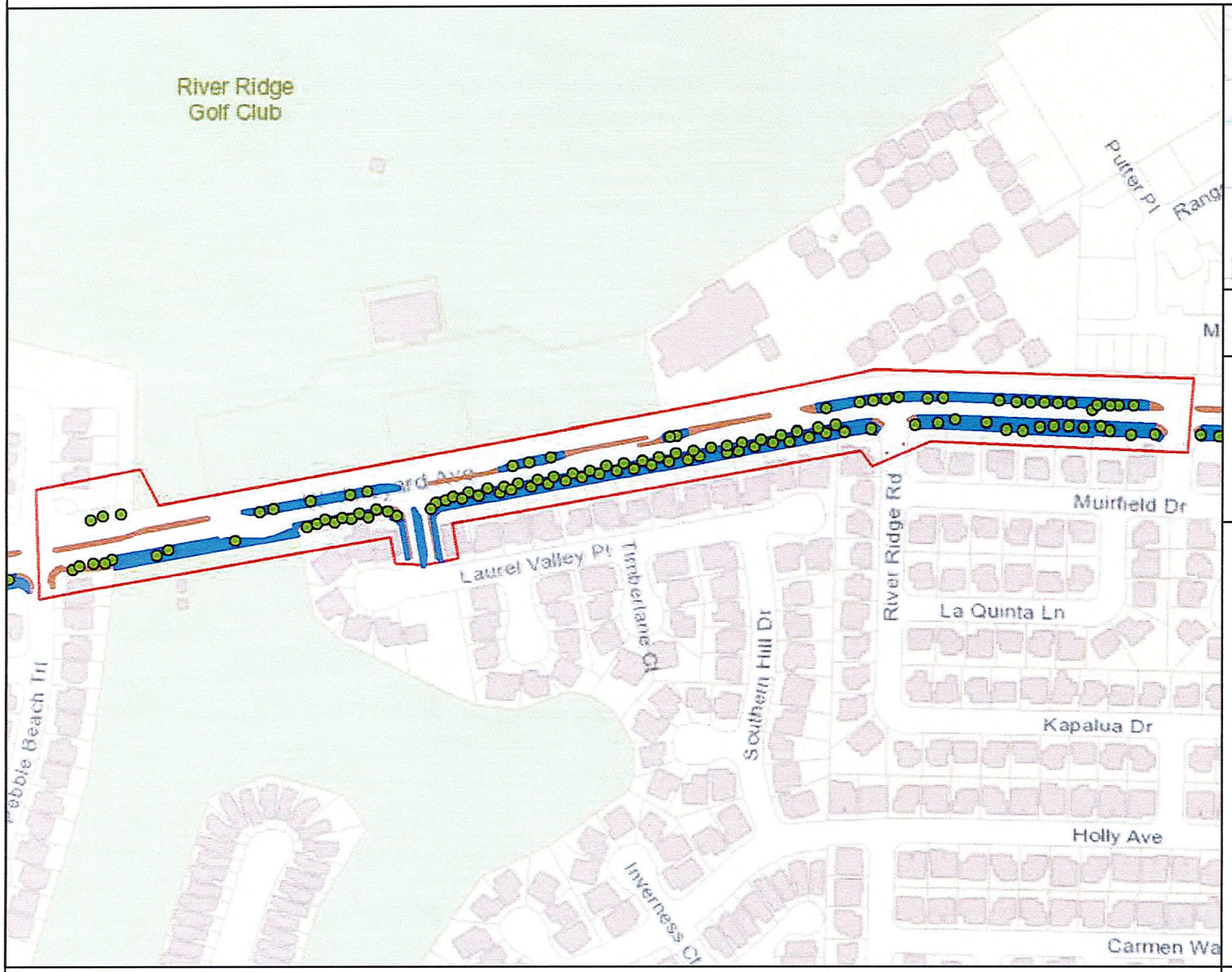
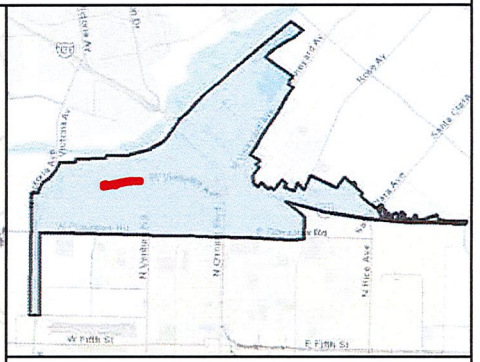
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 1 WORK DETAIL: PAGE 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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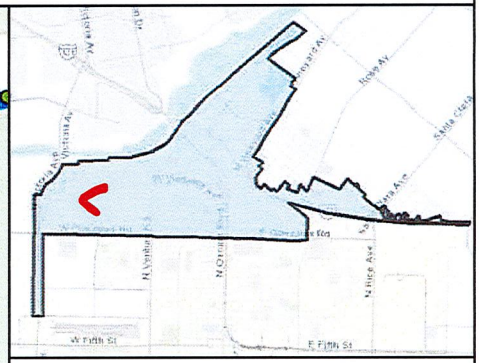
N W E S

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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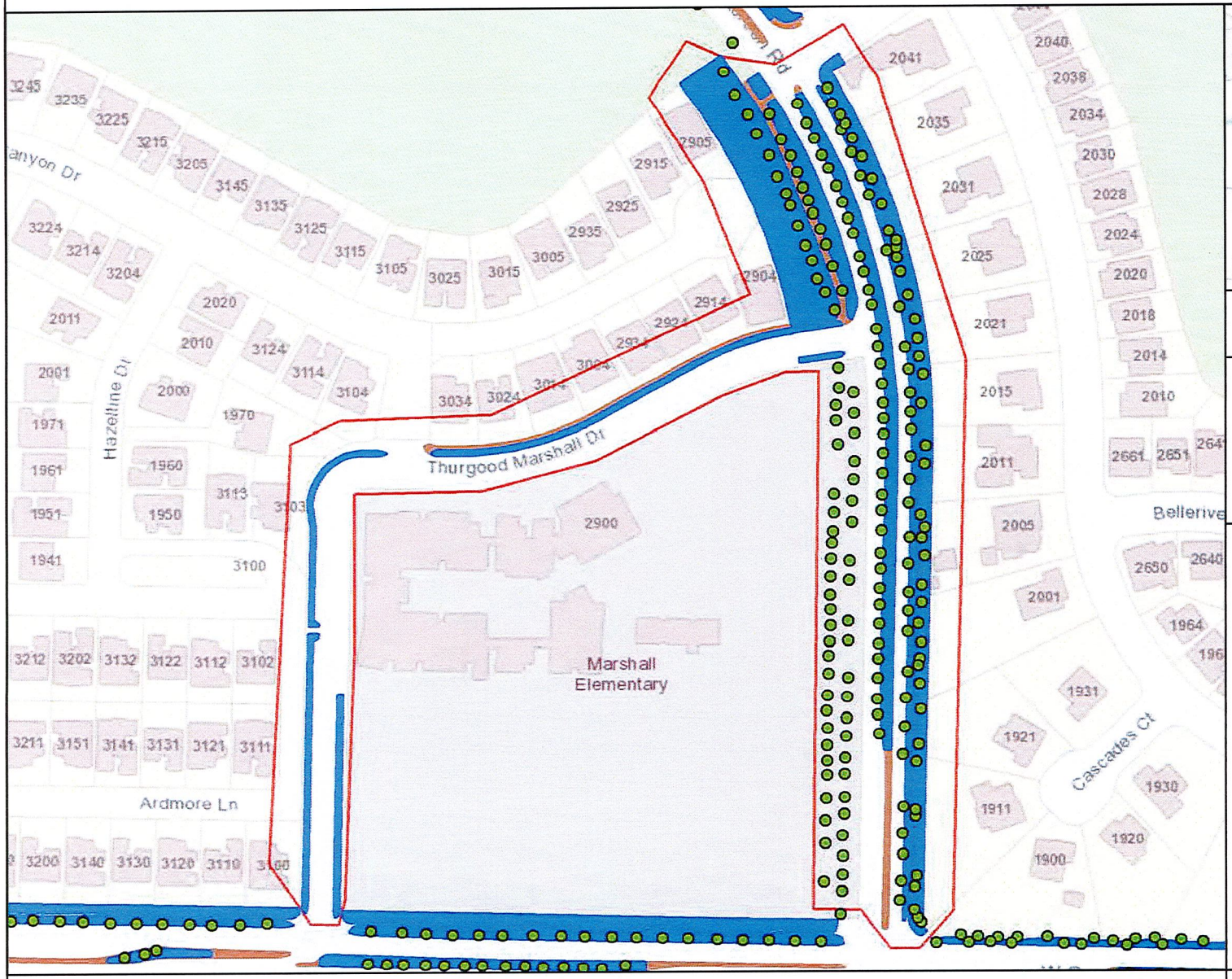
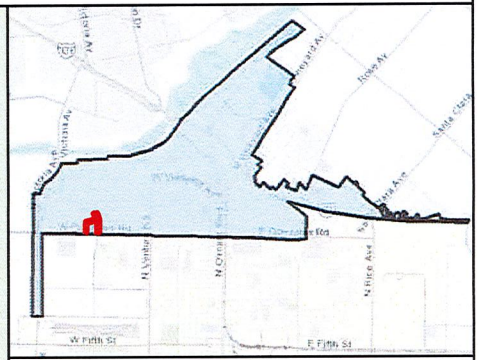
N W E S

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

- 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

## FIRST AMENDMENT TO TRADE SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21 day of October, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor

City and Vendor agree as follows:

1. The reference to the Region 2 Work Detail Maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to replace certain pages of the Region 2 Work Detail Map Exhibit with the attached pages identified as The Region 2 Detail Update Map Exhibit attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

**CITY OF OXNARD**

Daniel Willhite — Oct 21, 2021

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

ATTEST:

N/A

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

APPROVED AS TO FORM:

10/13/21

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

**MARIPOSA LANDSCAPES, INC**

10-11-21

Terry Noriega, President[2] Date

10-8-21

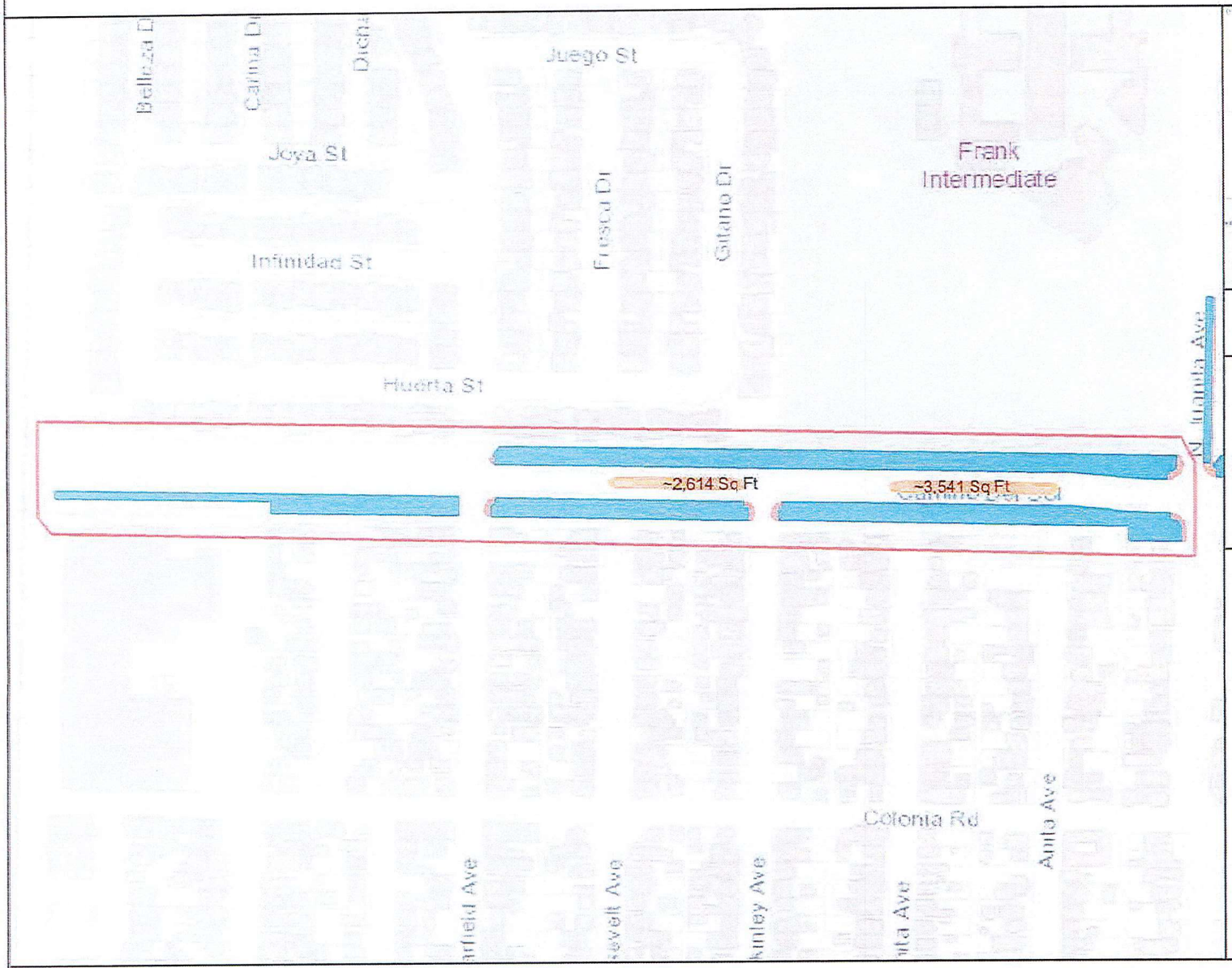
Antonio Valenzuela, Secretary Date

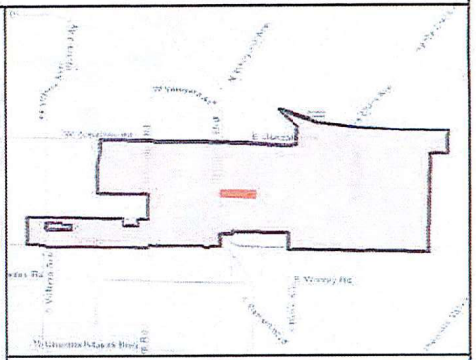
[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to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

[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.

# REGION 2 WORK DETAIL UPDATE: PAGE 1 OF 49, CAMINO DEL SOL 1



**MAINTENANCE TOTALS**

**REGION 2**

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

**LEGEND**

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

0 200 400 600 800 Feet

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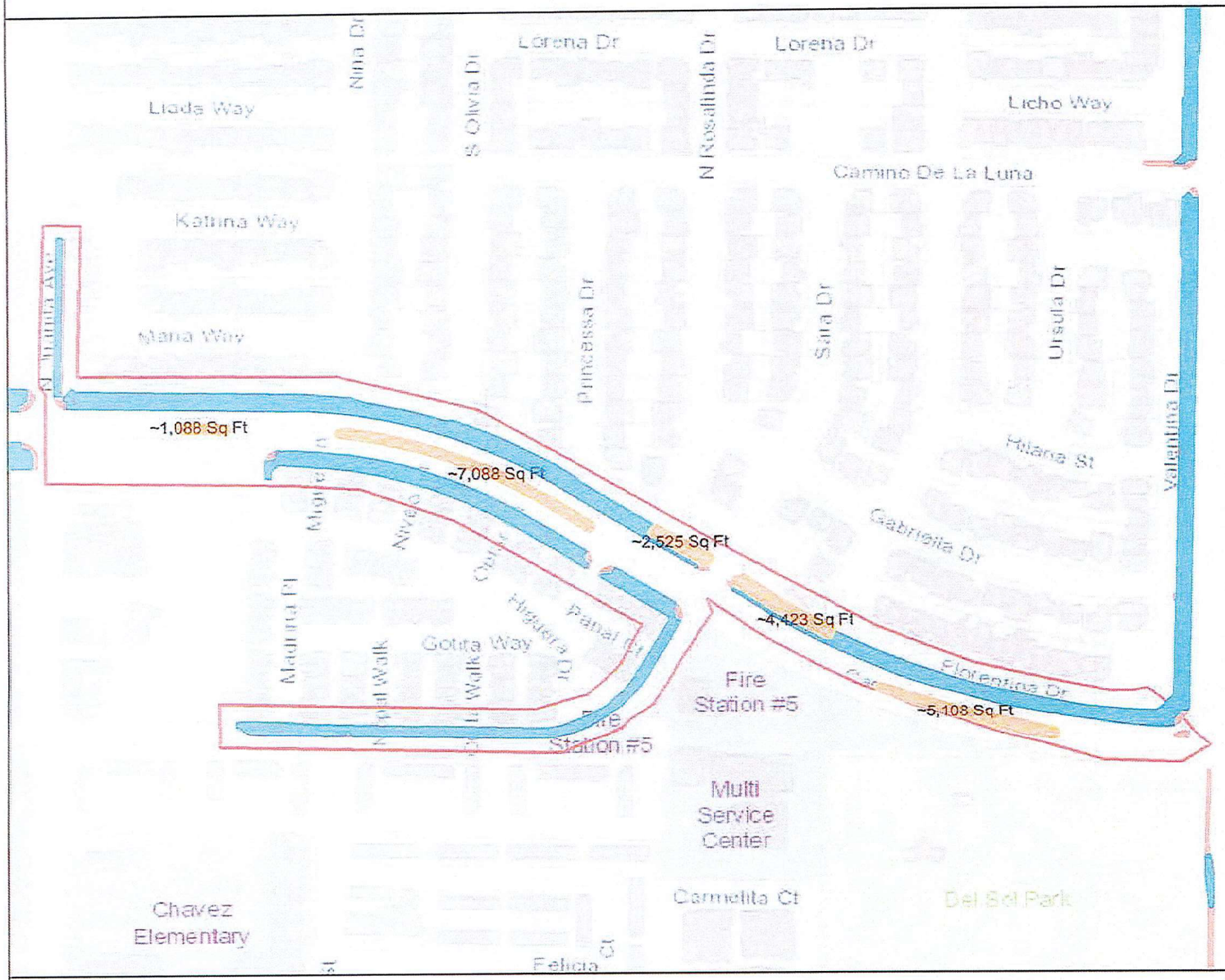
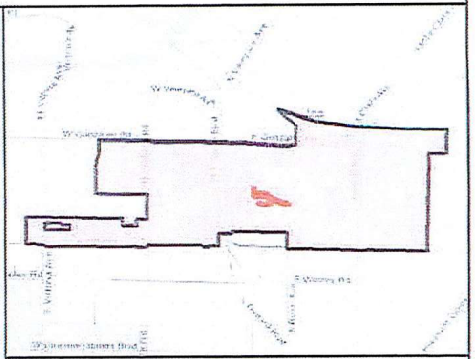
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL UPDATE: PAGE 2 OF 49, CAMINO DEL SOL 2



## MAINTENANCE TOTALS

### REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

### LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

0 200 400 600 800 1,000 Feet

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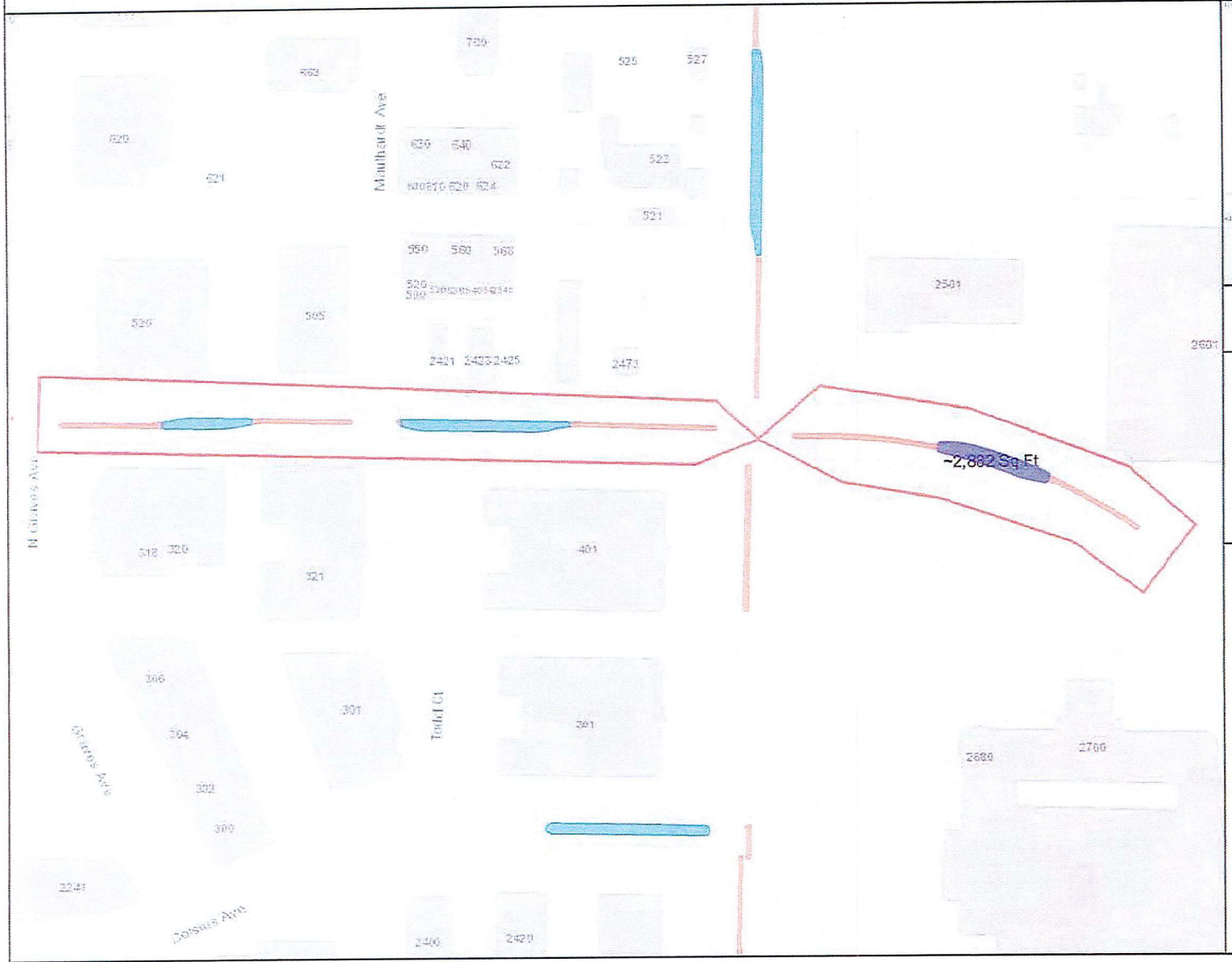
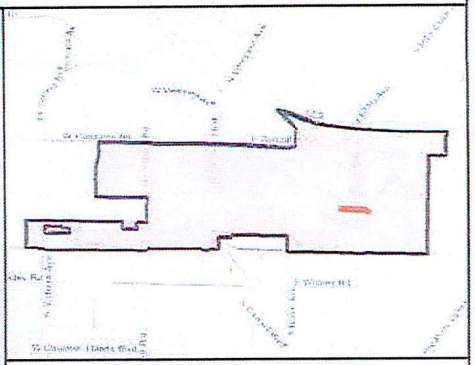
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL UPDATE: PAGE 4 OF 49, CAMINO DEL SOL 4



## MAINTENANCE TOTALS

### REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

### LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

0 200 400 600 800 Feet

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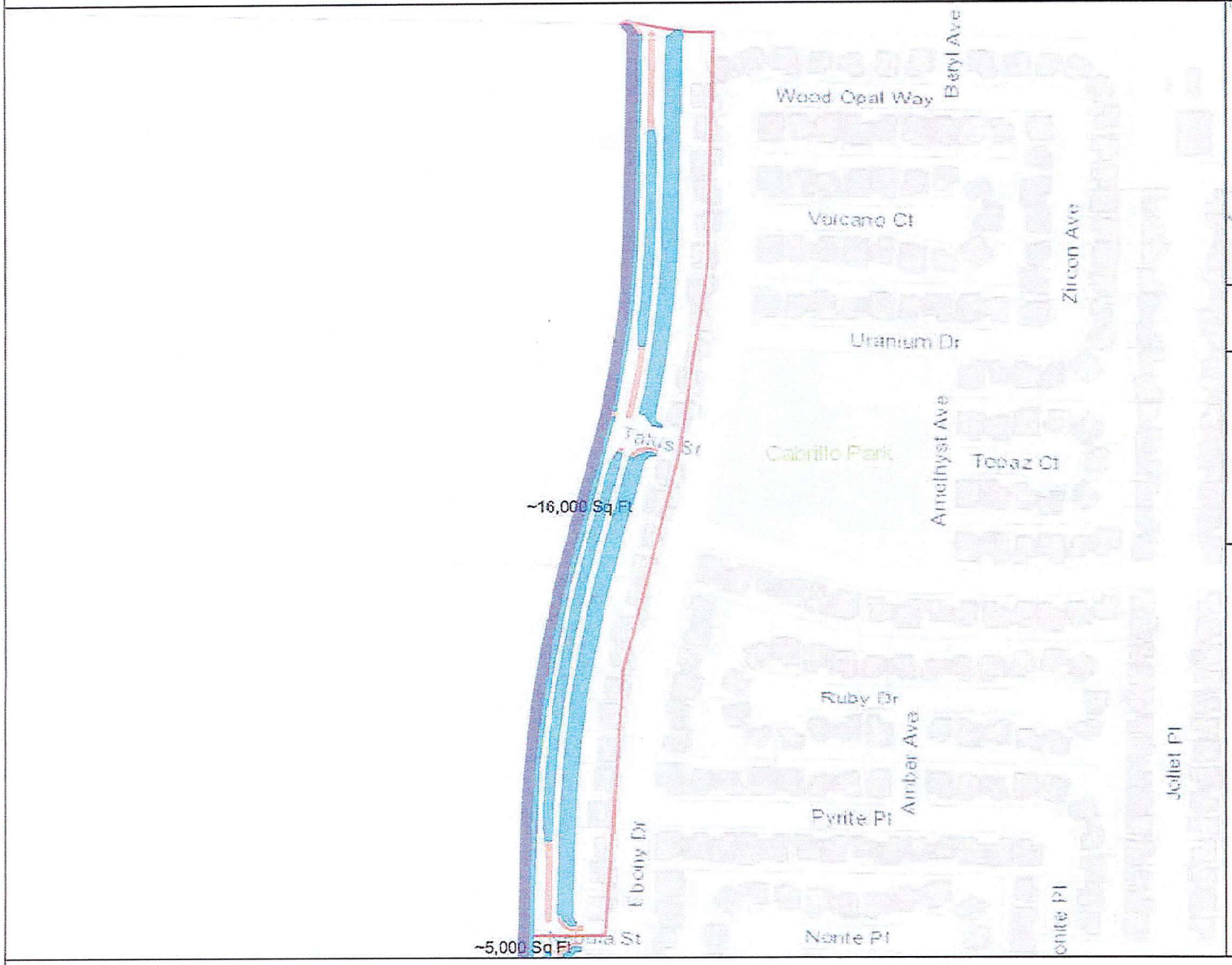
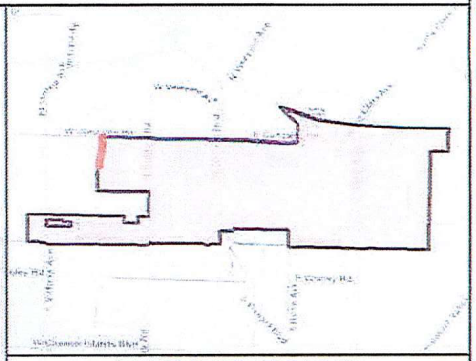
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL UPDATE: PAGE 22 OF 49, PATTERSON RD 1



## MAINTENANCE TOTALS

### REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

### LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
September 2021

0 200 400 600 800 1,000 Feet

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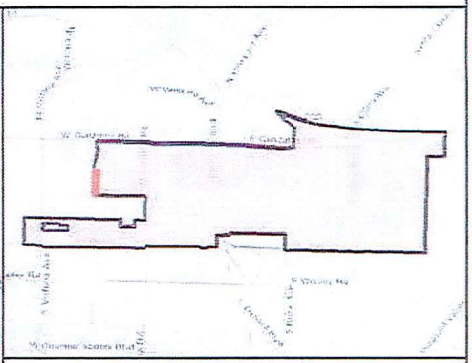
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL UPDATE: PAGE 23 OF 49, PATTERSON RD 2



## MAINTENANCE TOTALS

### REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

### LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

0 200 400 600 800 Feet

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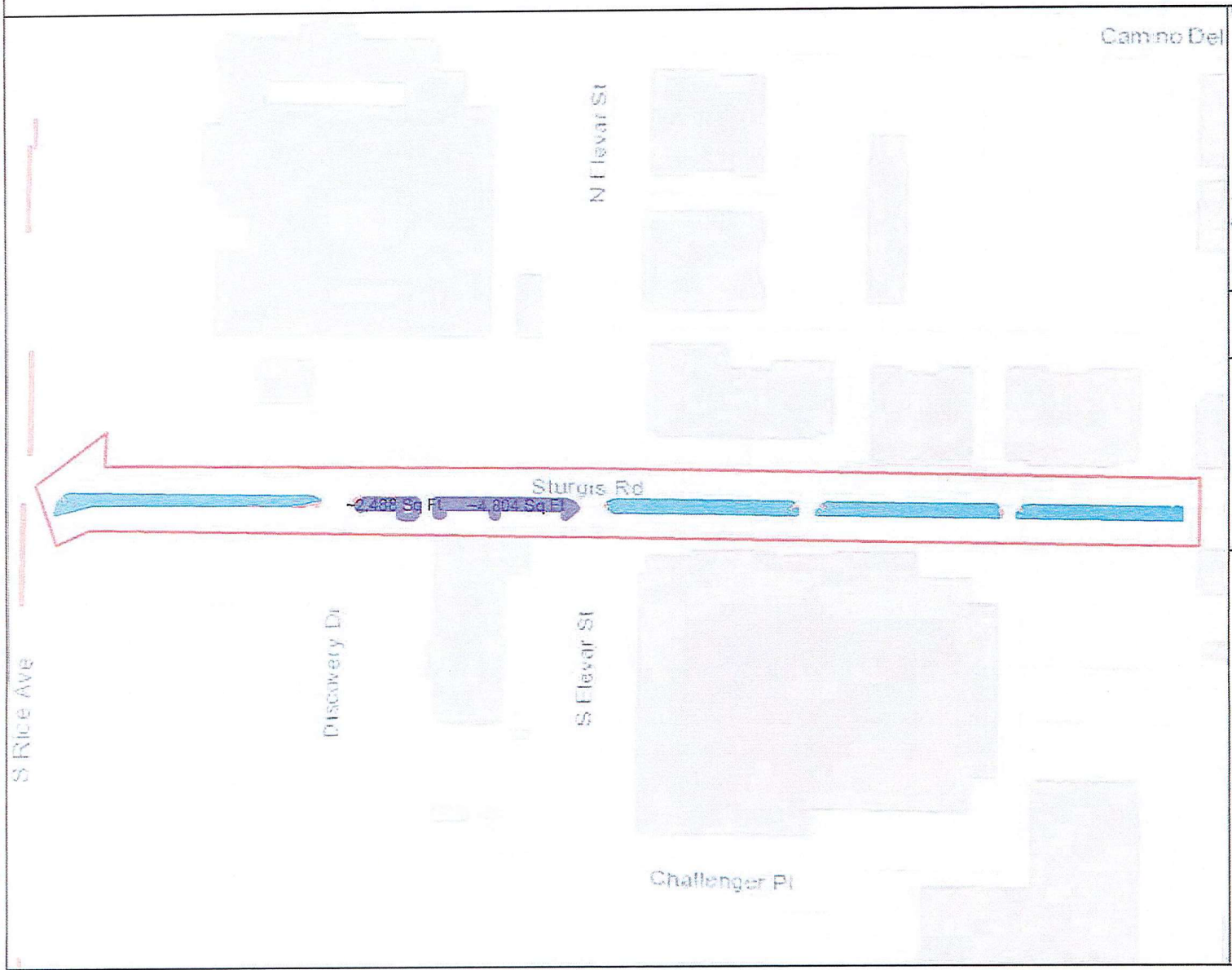
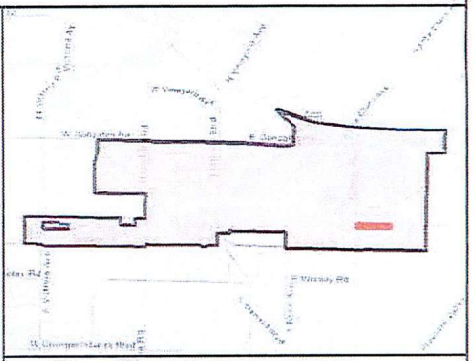
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL UPDATE: PAGE 48 OF 49, STURGIS 1



## MAINTENANCE TOTALS

### REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

### LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

0 200 400 600 800 Feet

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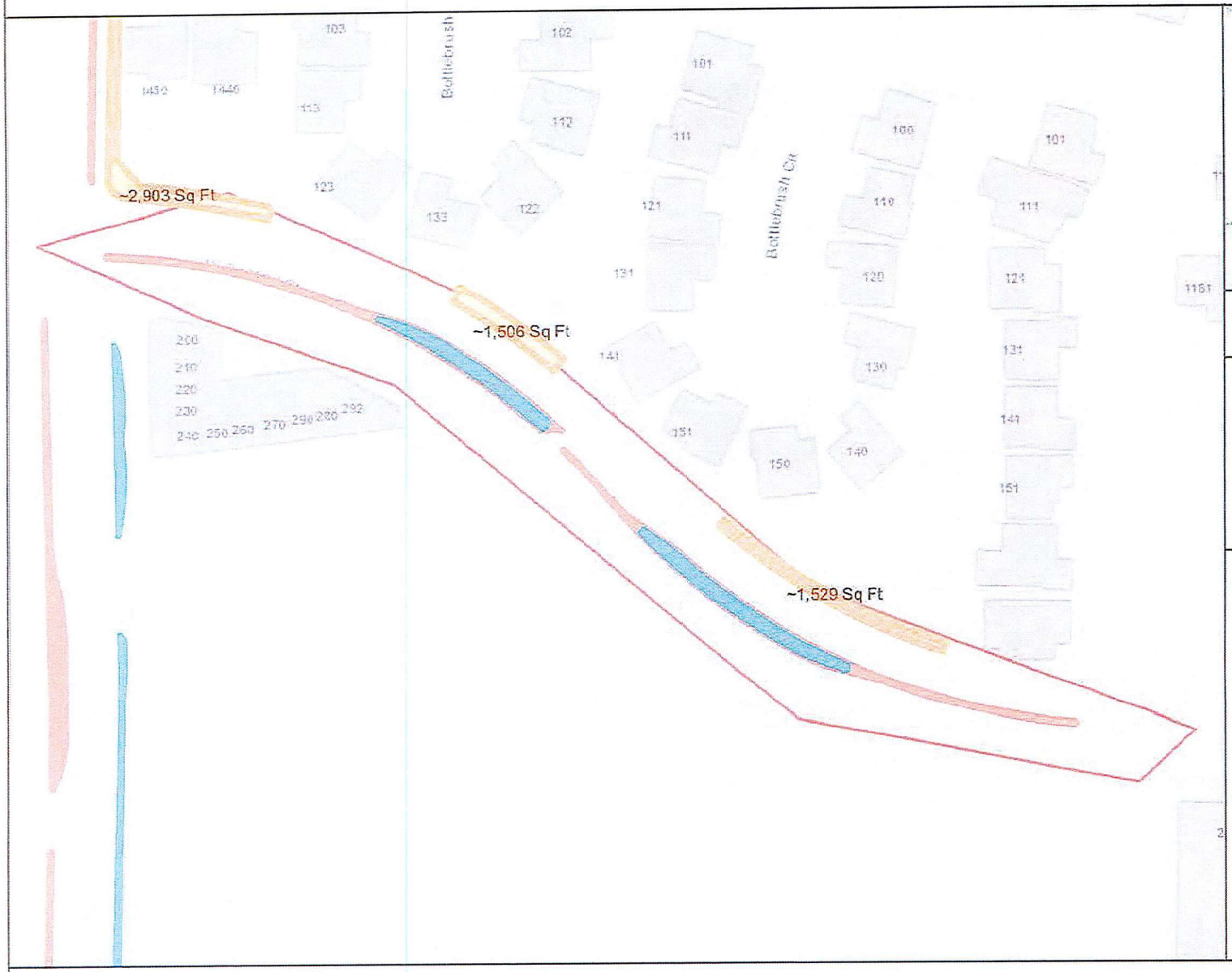
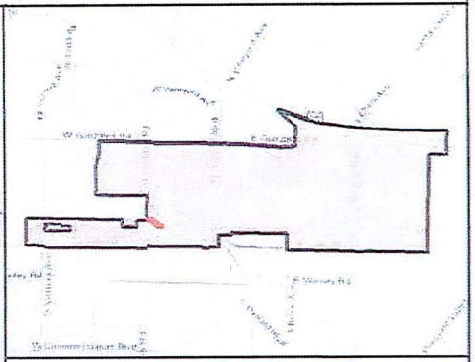
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL UPDATE: PAGE 49 OF 49, W SECOND ST



## MAINTENANCE TOTALS

### REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

0 200 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

**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)



COUNCIL APPROVED
06-29-2021 M3(2)
DATE

**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**

6-29-21

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

**MARIPOSA LANDSCAPES, INC.**

06/07/2021

Terry Noriega, President[2] Date

06/07/2021

Antonio Valenzuela, Secretary Date

ATTEST:

R. Chaparro 6/29/21

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

APPROVED AS TO FORM:

for 6-9-21

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

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

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (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.

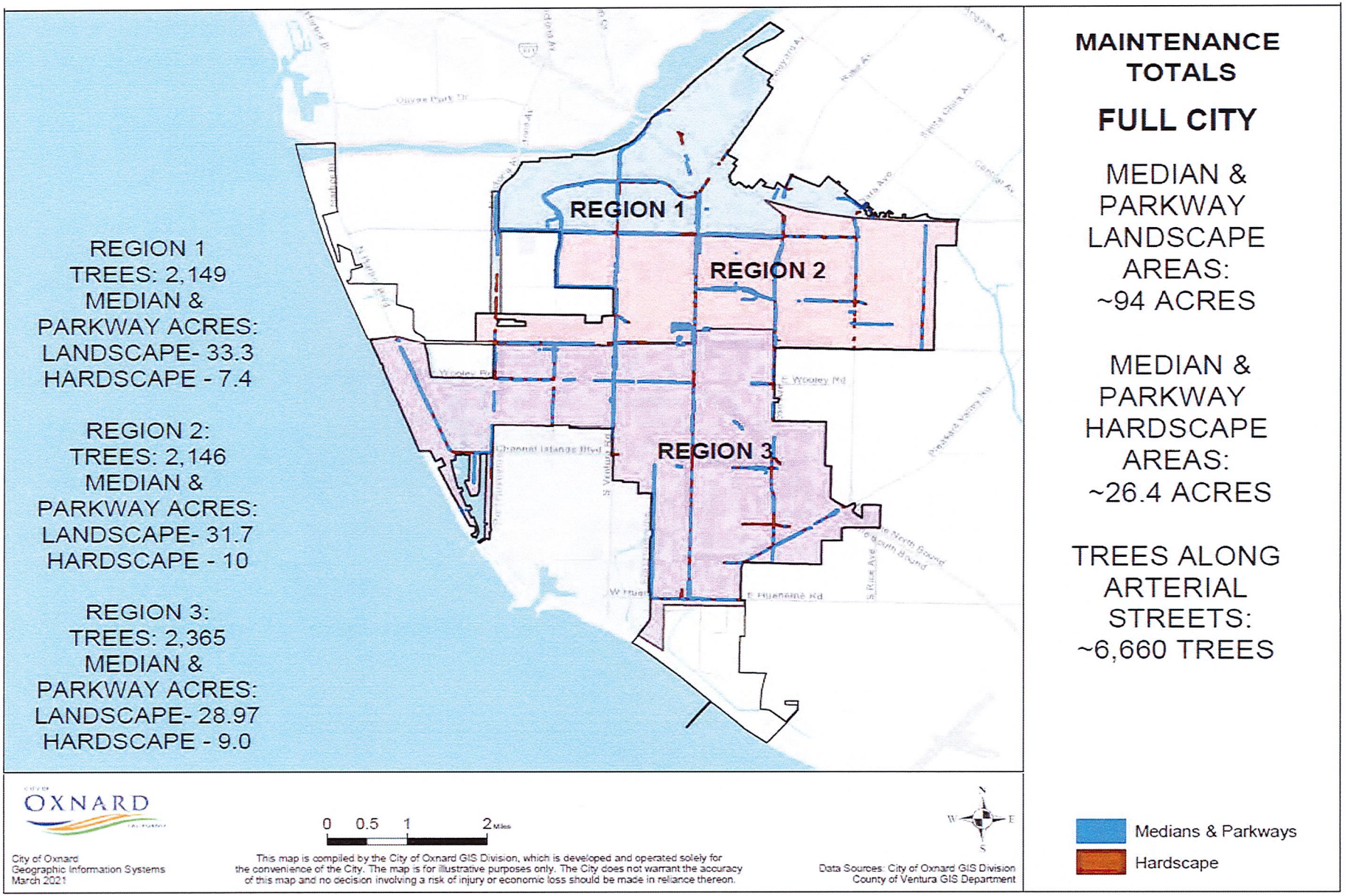
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

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
REGION 1
REGION 2
REGION 3
MAINTENANCE TOTALS
FULL CITY
MEDIAN & PARKWAY LANDSCAPE AREAS:
~94 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS:
~26.4 ACRES
TREES ALONG ARTERIAL STREETS:
~6,660 TREES
OXNARD
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
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 and CG 2037).**

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

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

administration and defense expenses.

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

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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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE<br>PRODUCTS COMP/OP AGG.<br>PERSONAL & ADV. INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED EXPENSE (Any one person) | $1,000,000<br>$1,000,000<br>$1,000,000<br>$1,000,000<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | ED SINGLE<br>INJURY<br>n)<br>INJURY<br>ent)<br>TY DAMAGE | $1,000,000<br>$<br><br>$<br><br>$ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** | | | | STATUTORY LIMITS<br>EACH ACCIDENT<br>DISEASE-POLICY LIMIT<br>DISEASE-EACH EMPLOYEE | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | **OTHER**<br>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<br>Each consultant/ & listed sub-consultant | $1,000,000<br>$500,000 |

SAMPLE

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

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 _____

Rev. 2/18 INS-D.doc

## 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.

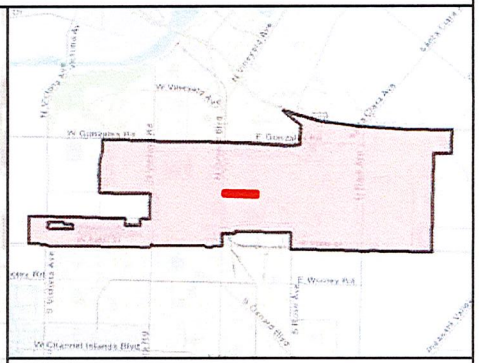
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage 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

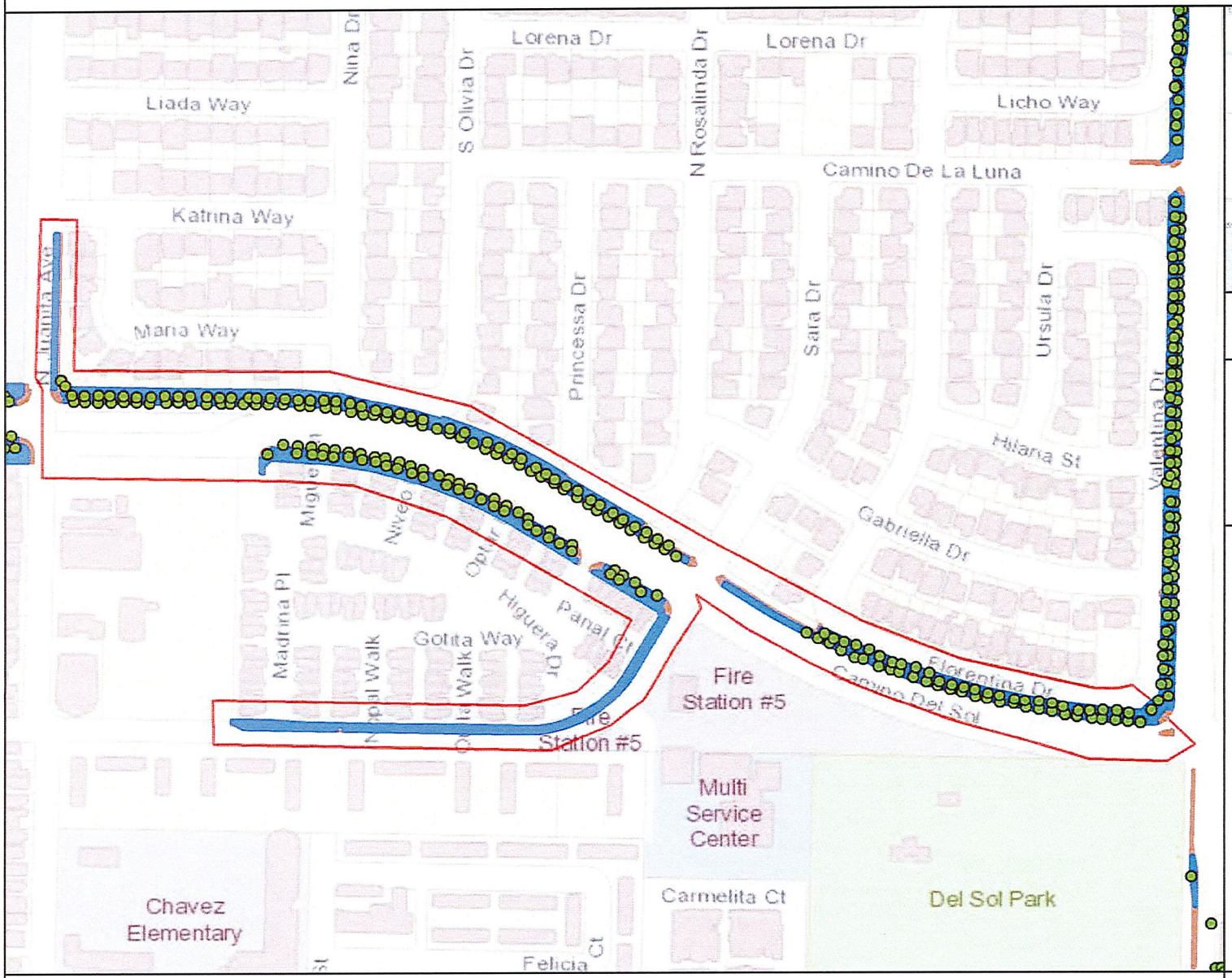
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

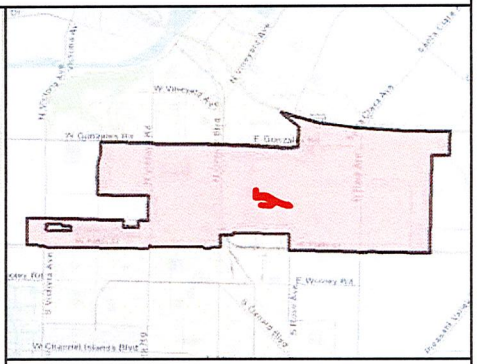
N W E S

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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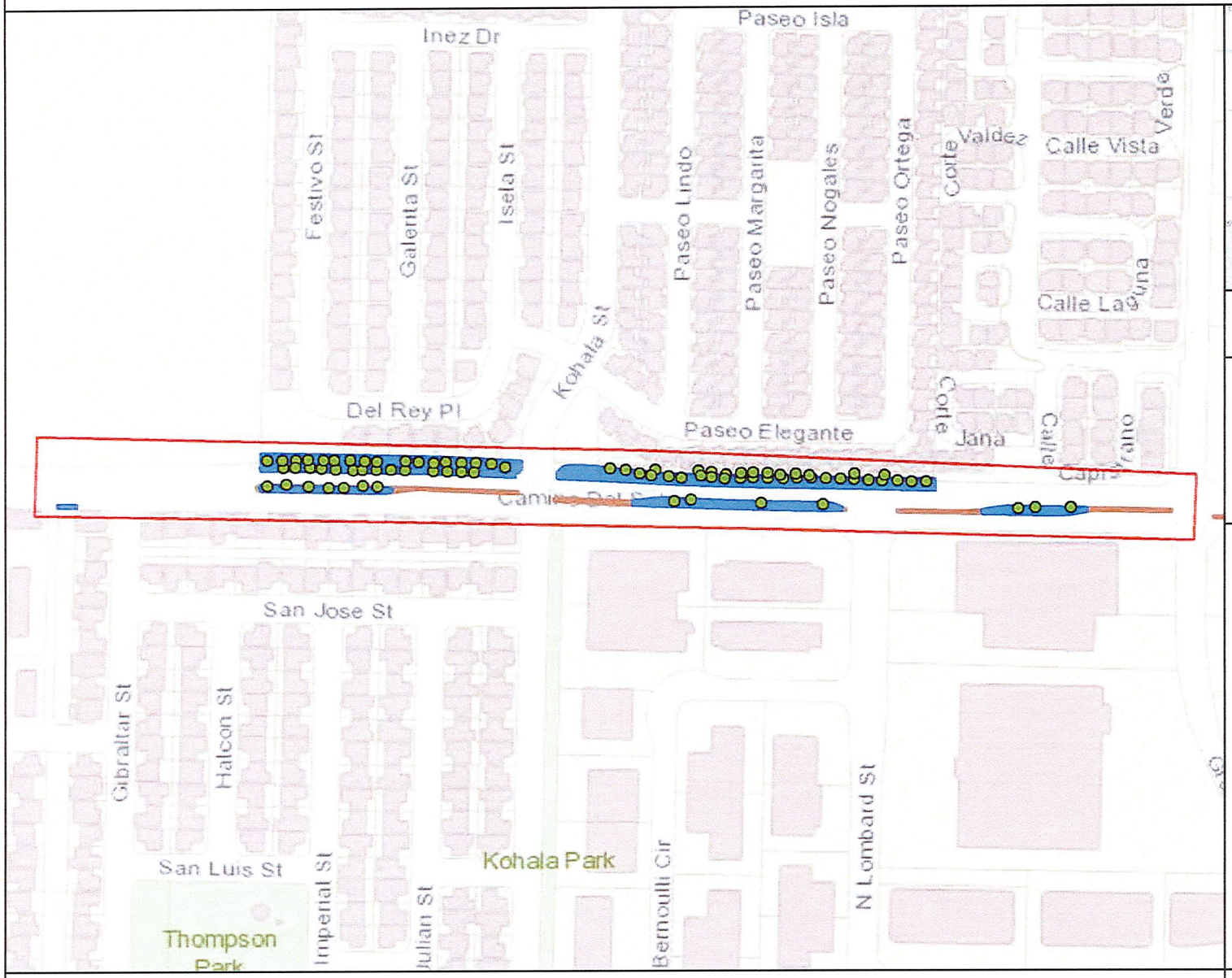
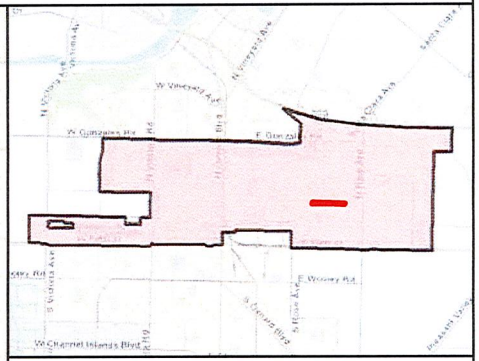
N W E S

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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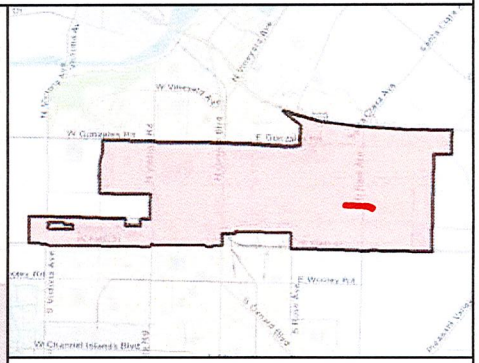
N W E S

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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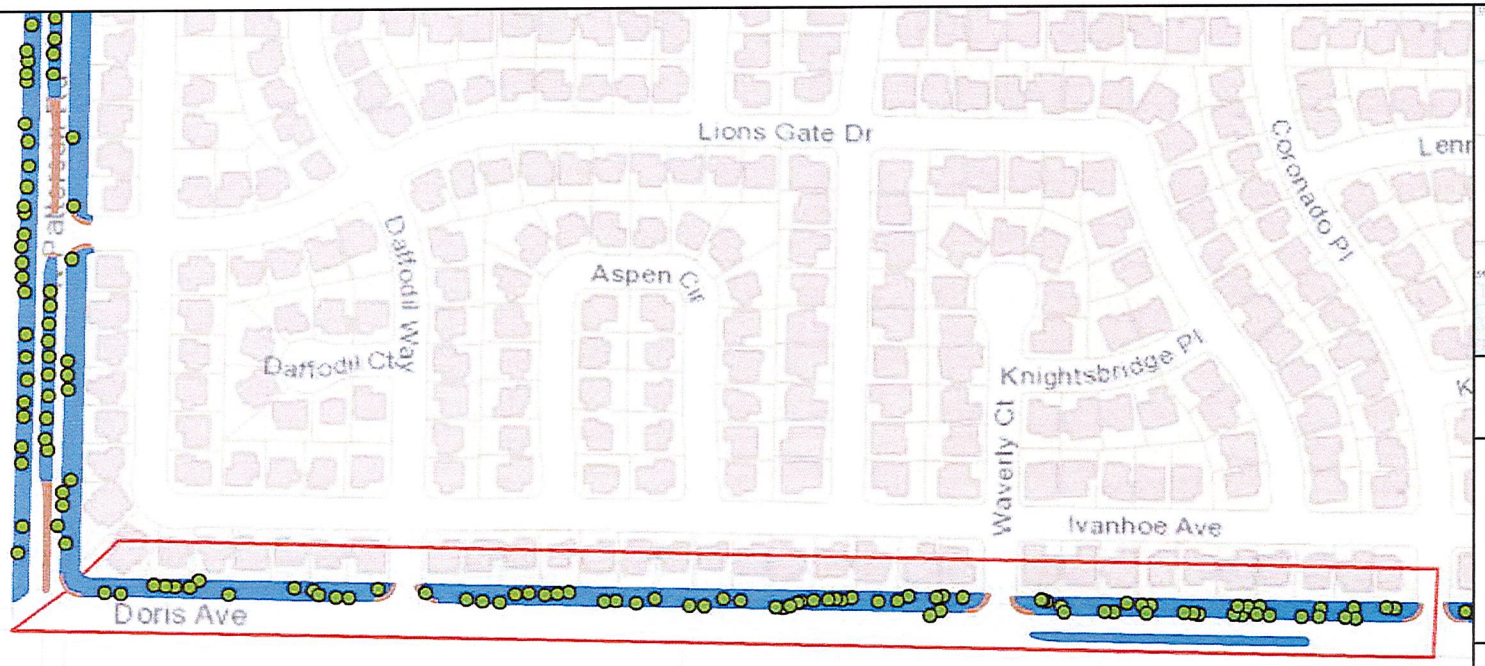
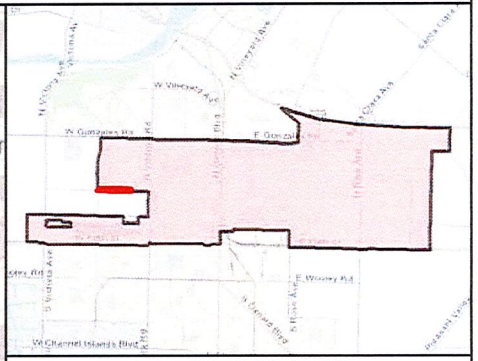
N W E S

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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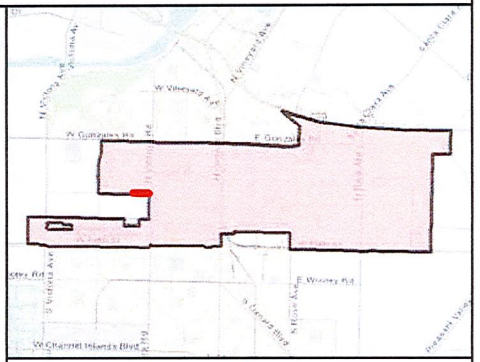
N W E S

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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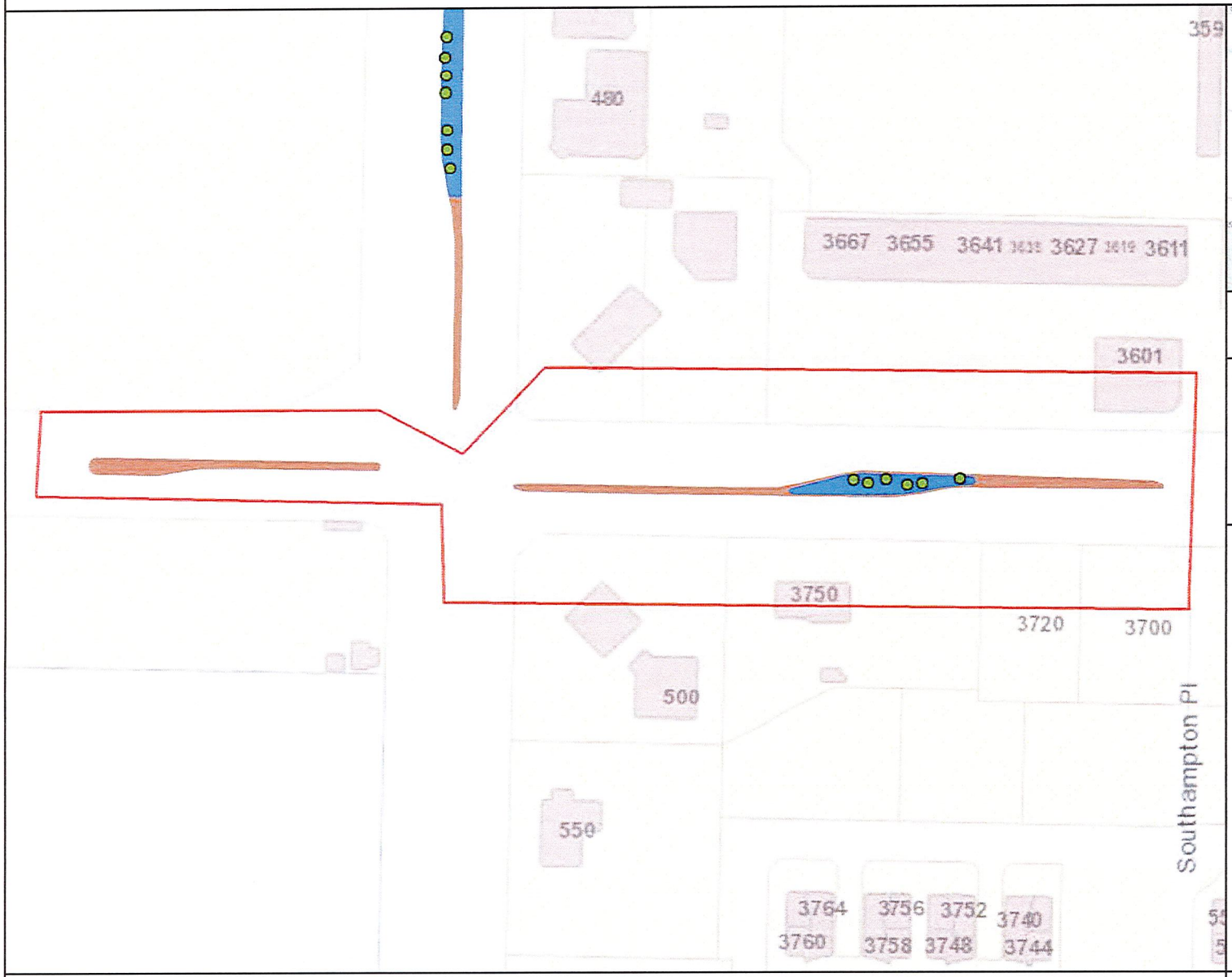
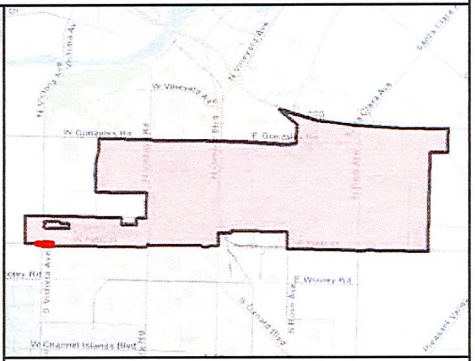
N W E S

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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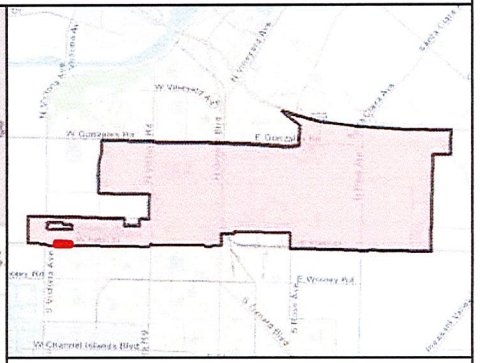
N W E S

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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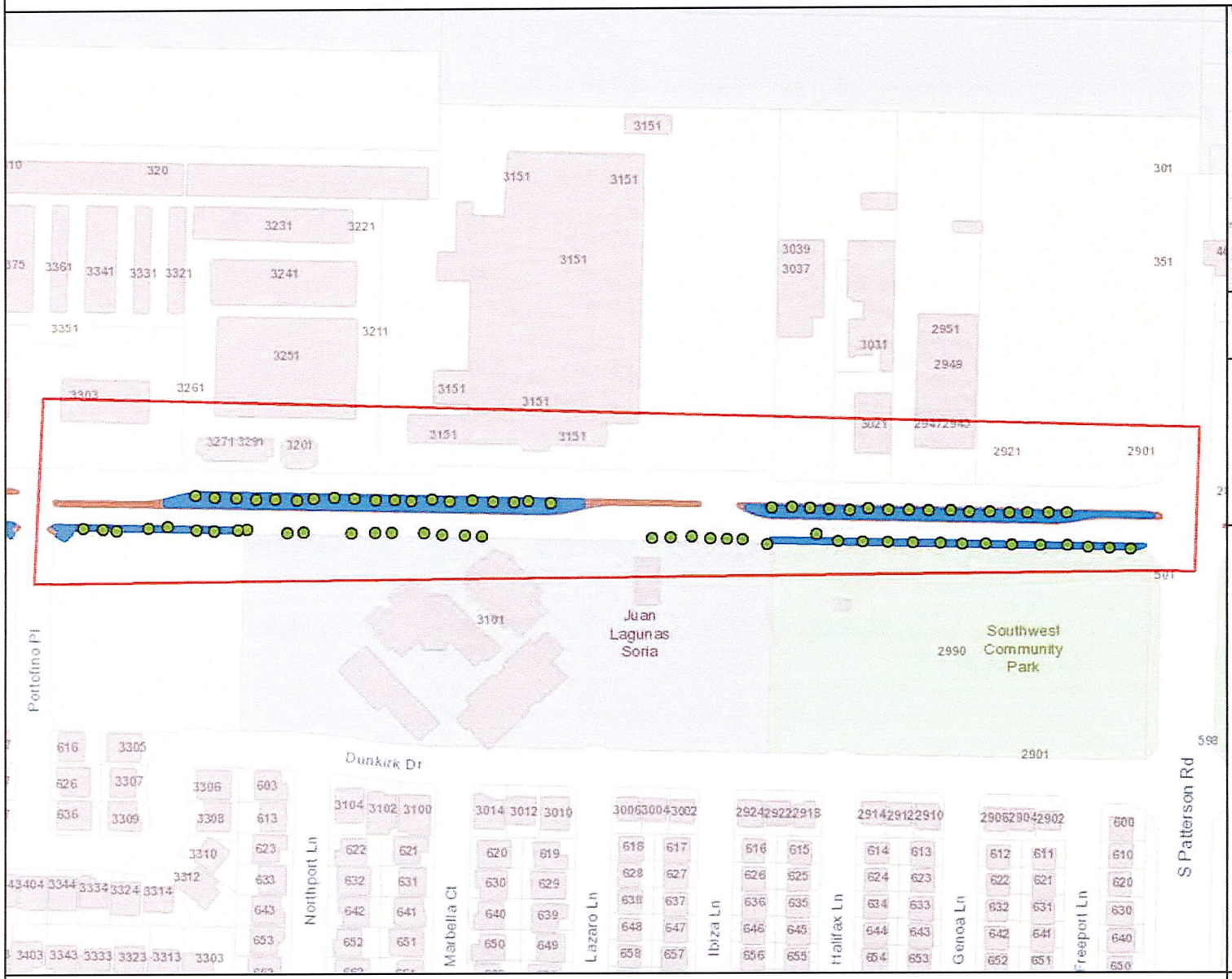
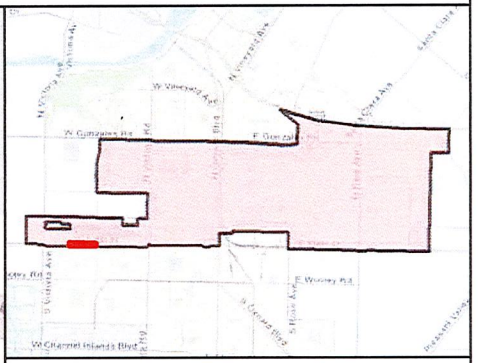
N W E S

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

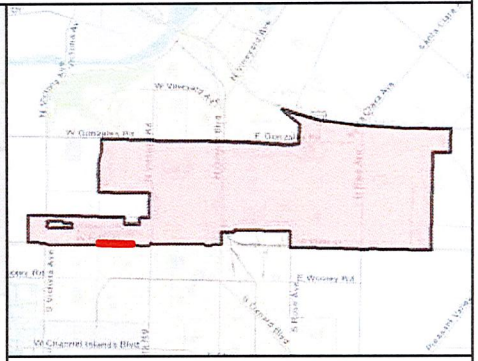
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in 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 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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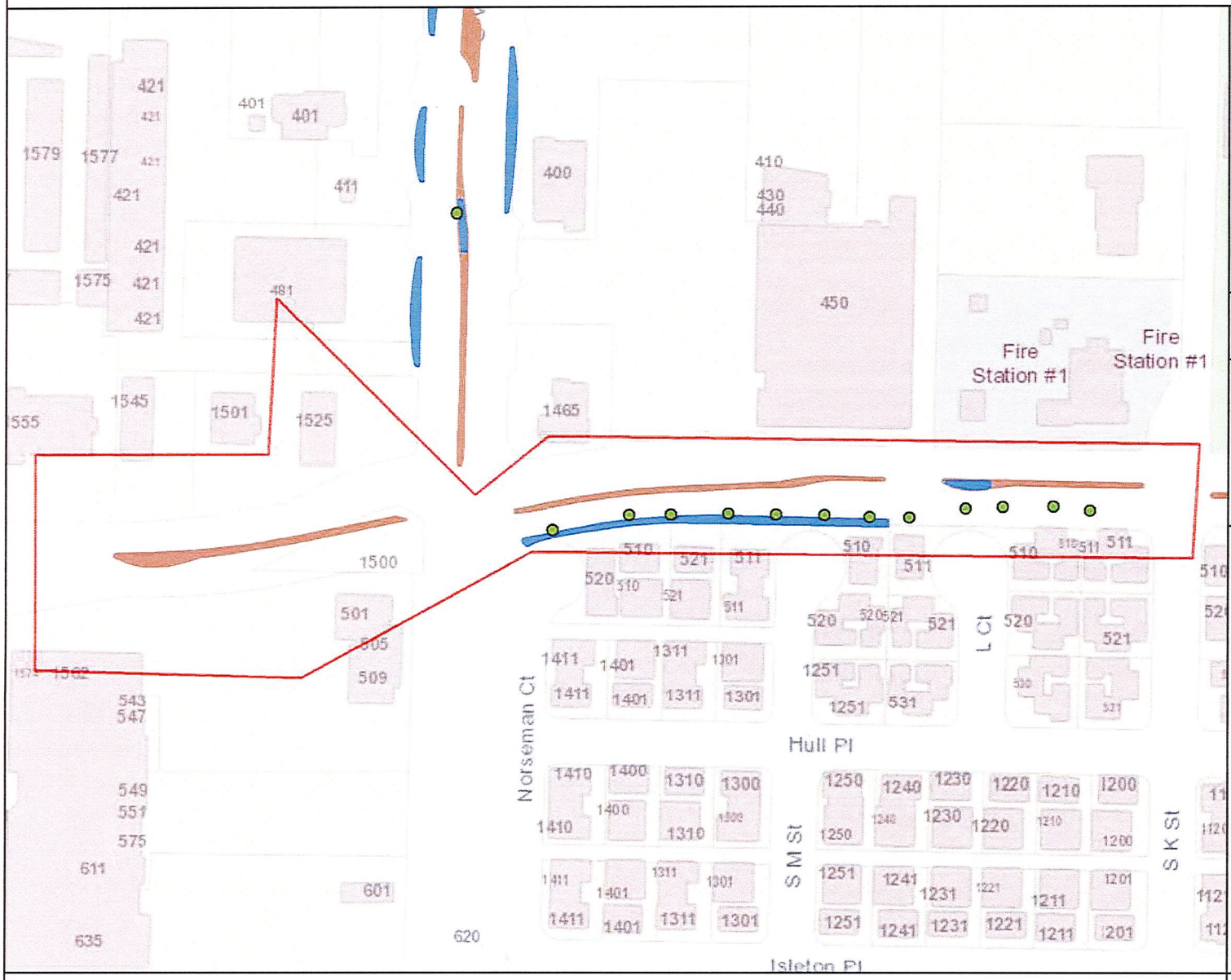
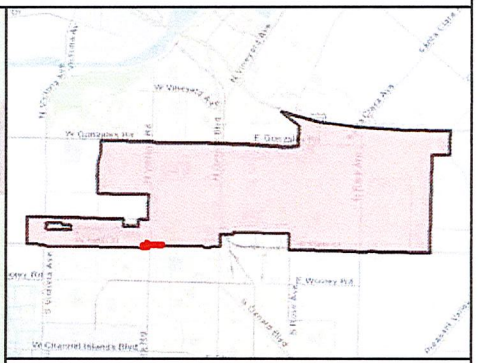
N W E S

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

0 200 400 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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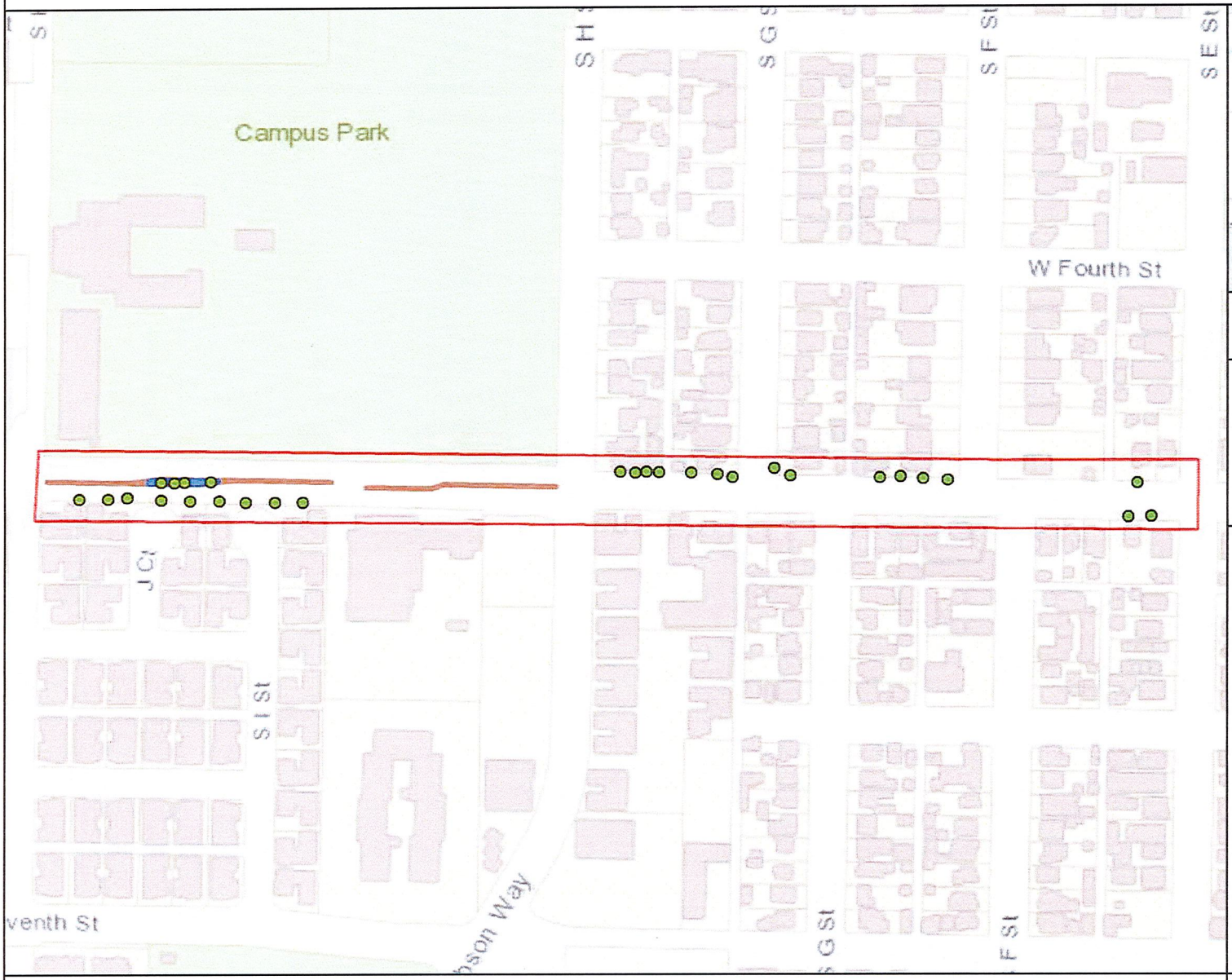
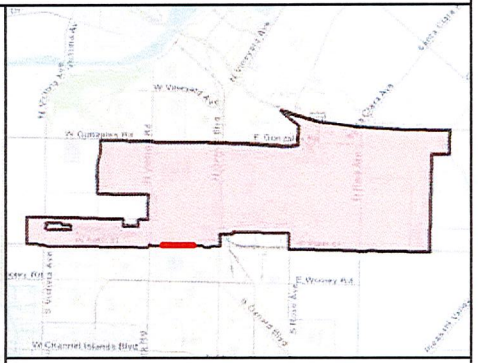
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 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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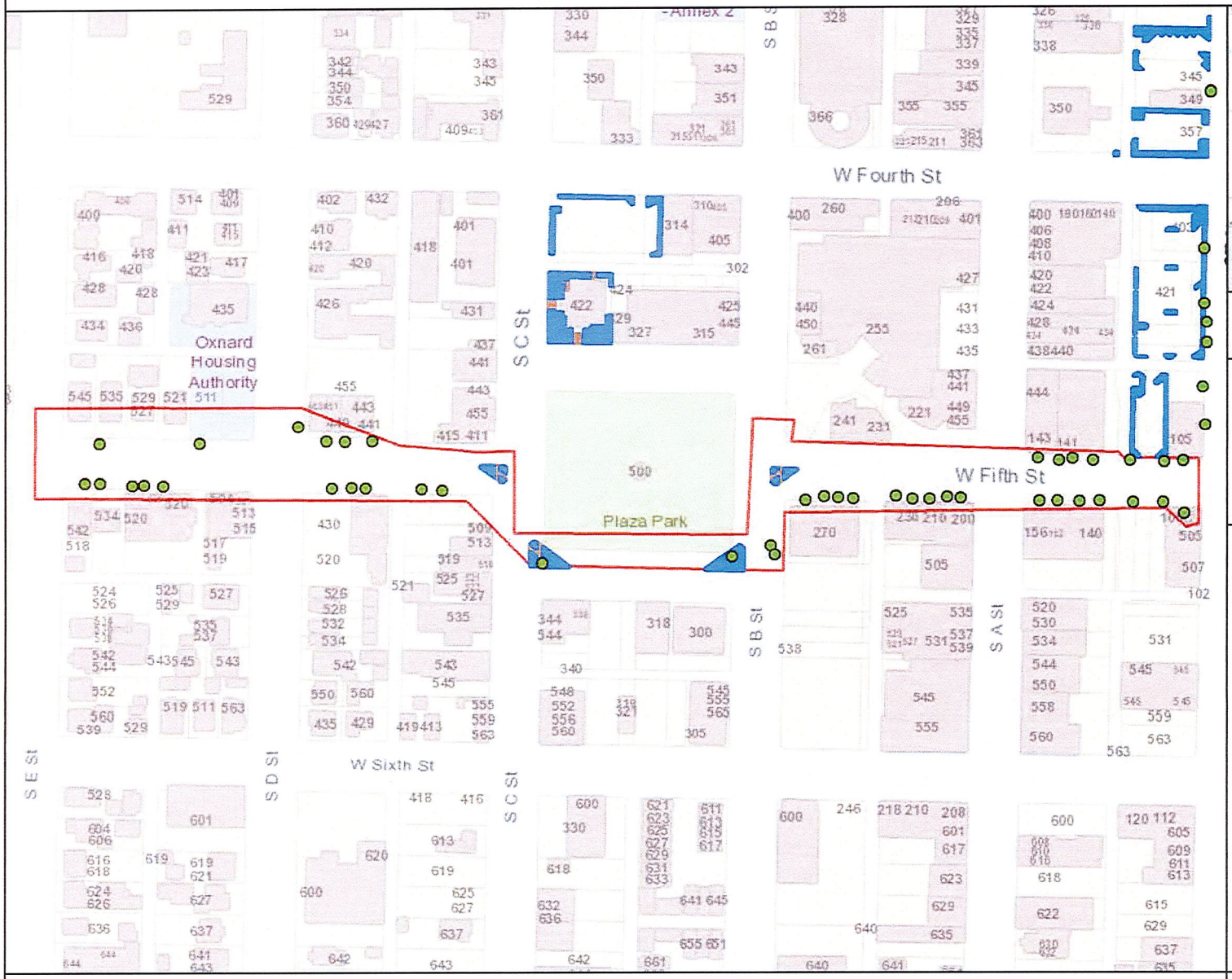
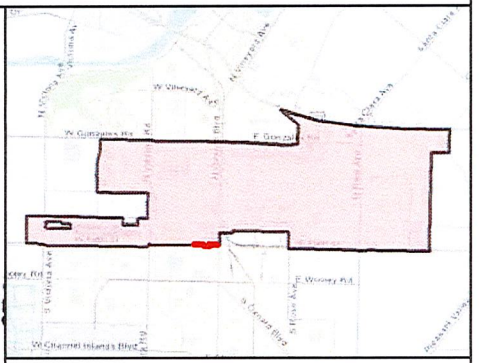
N W E S

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

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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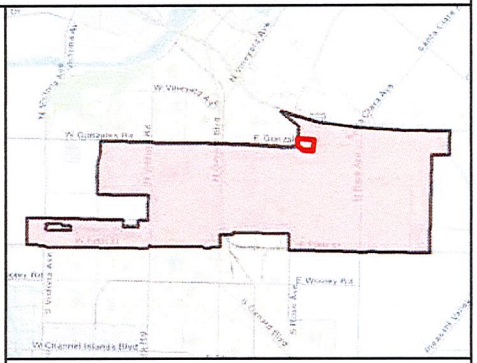
N W E S

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 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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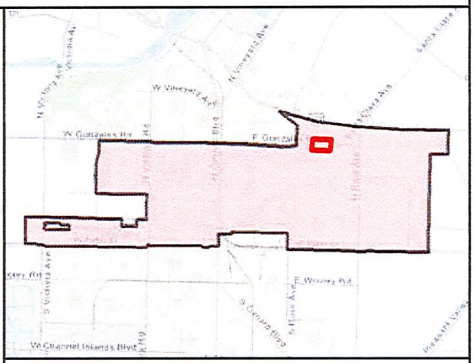
N W E S

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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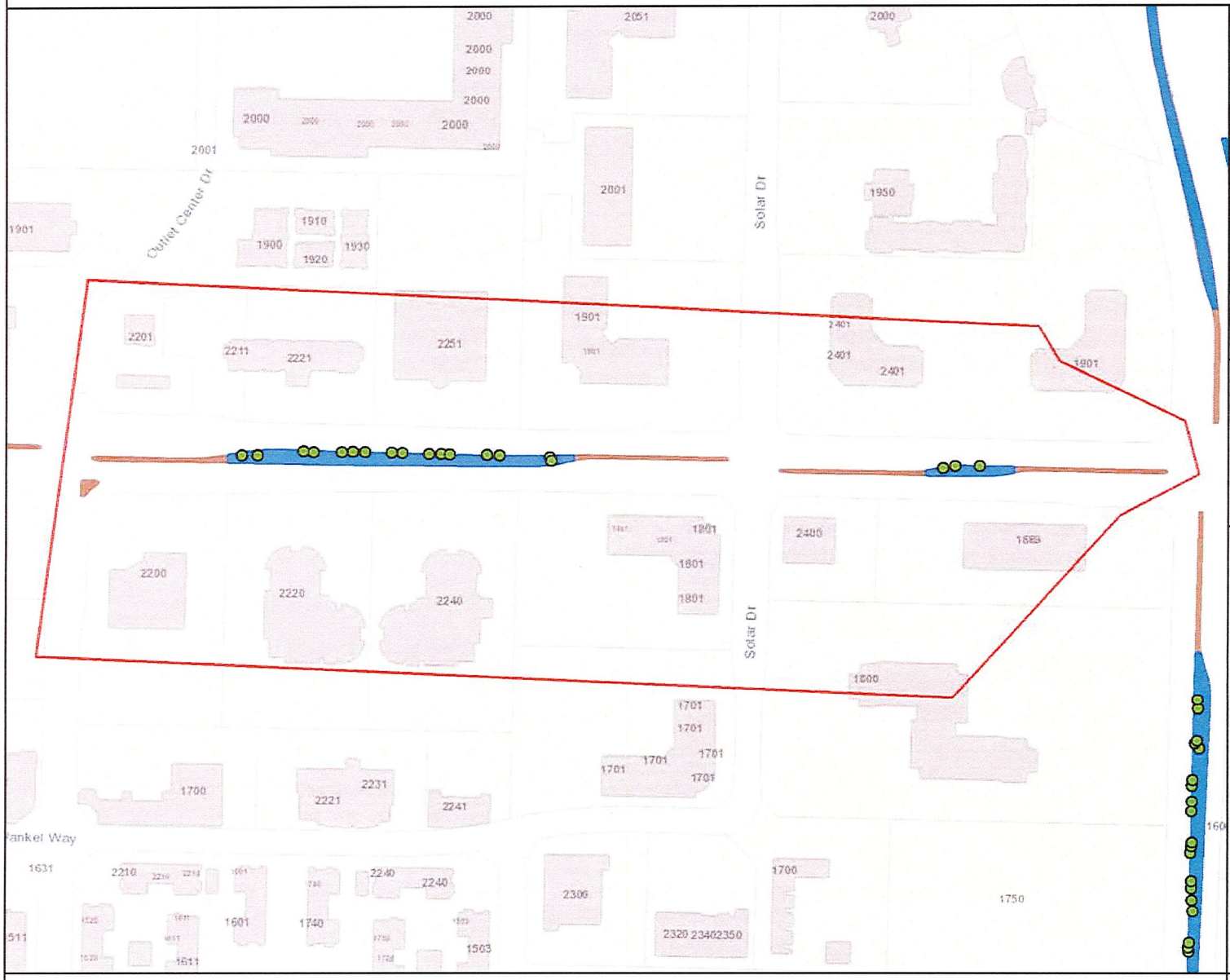
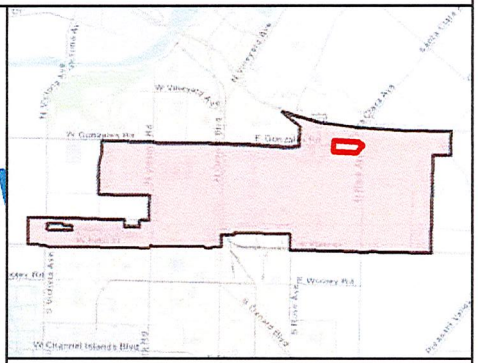
N W E S

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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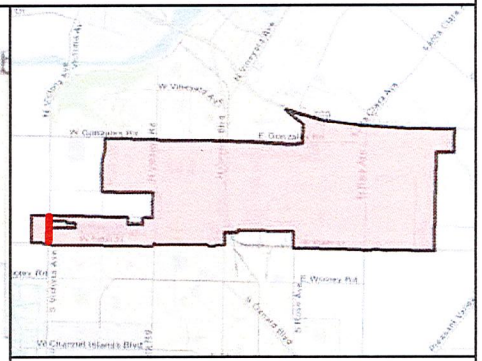
N W E S

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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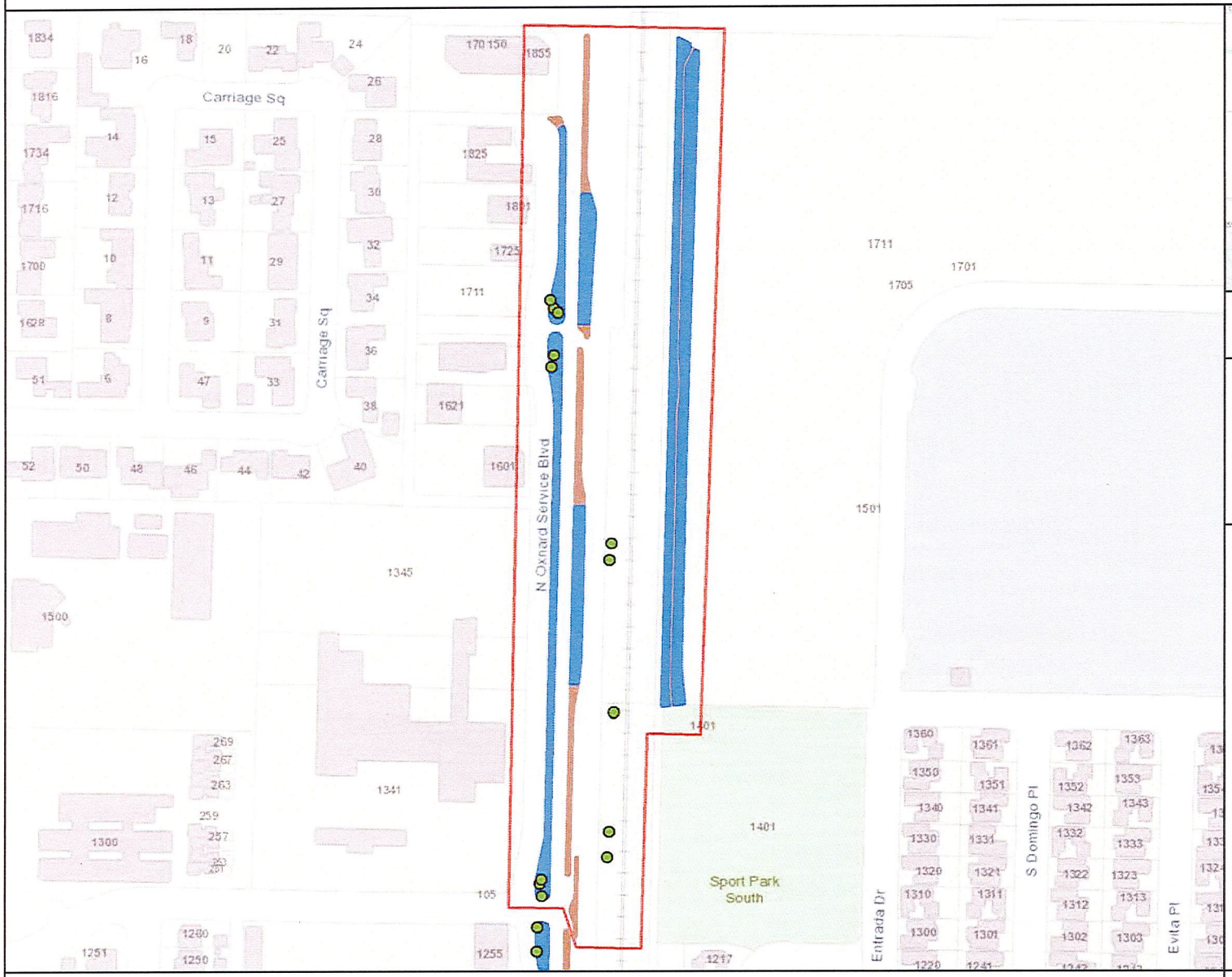
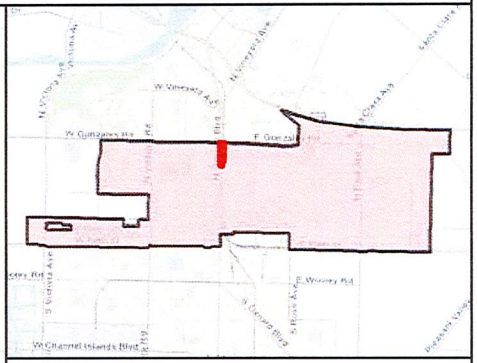
N W E S

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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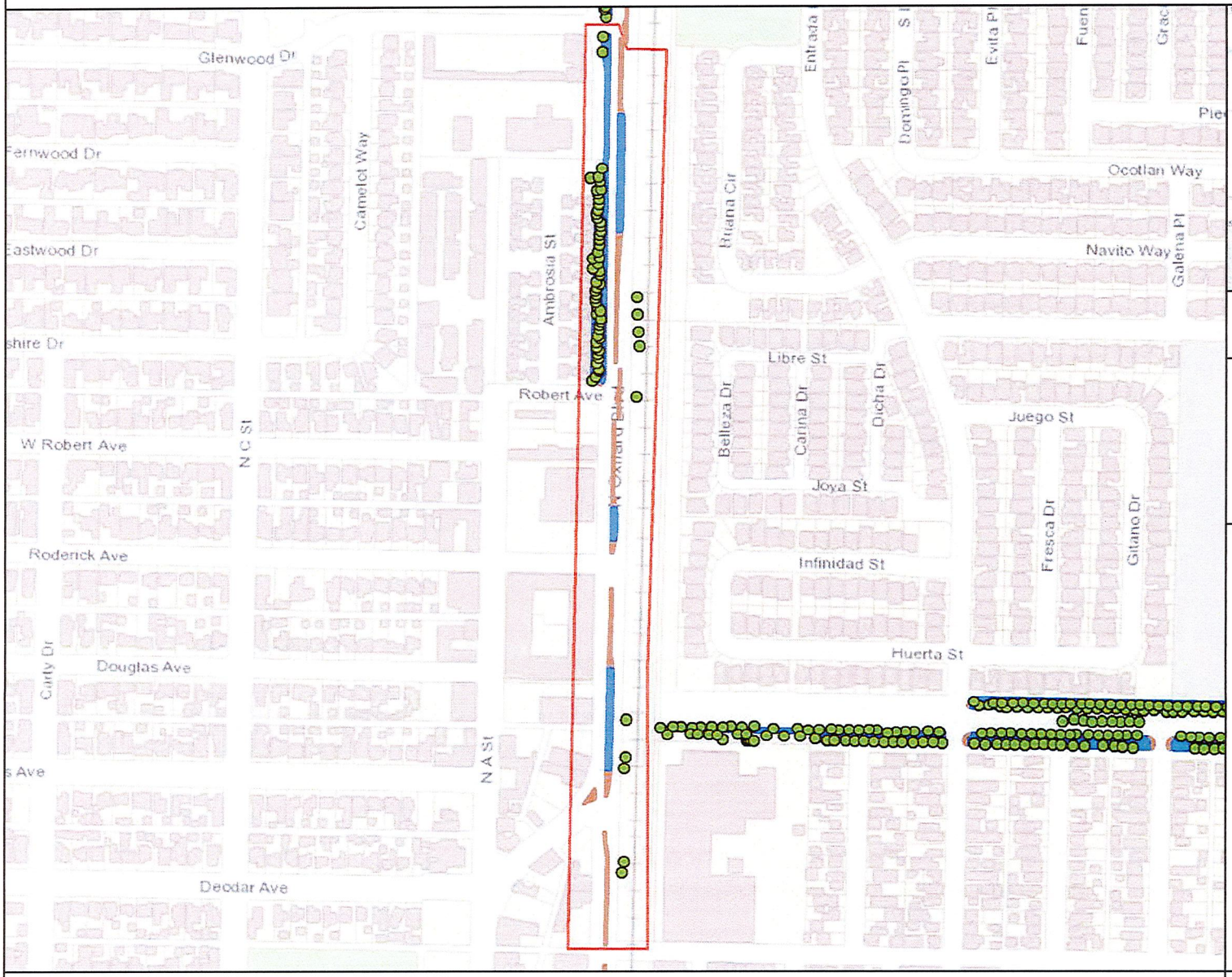
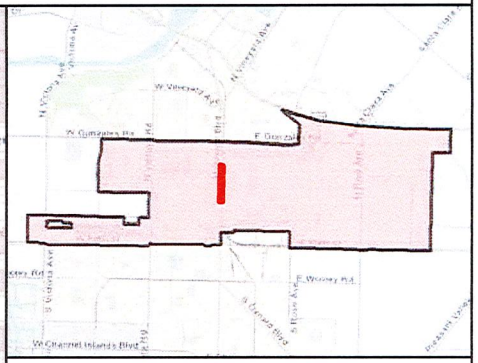
N W E S

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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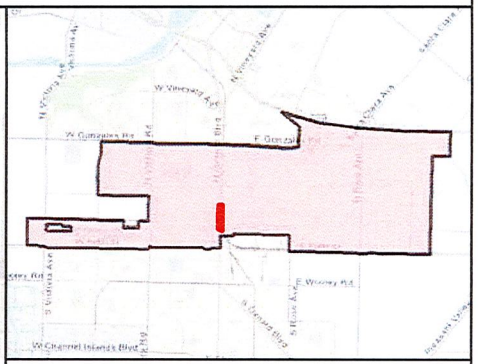
N W E S

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

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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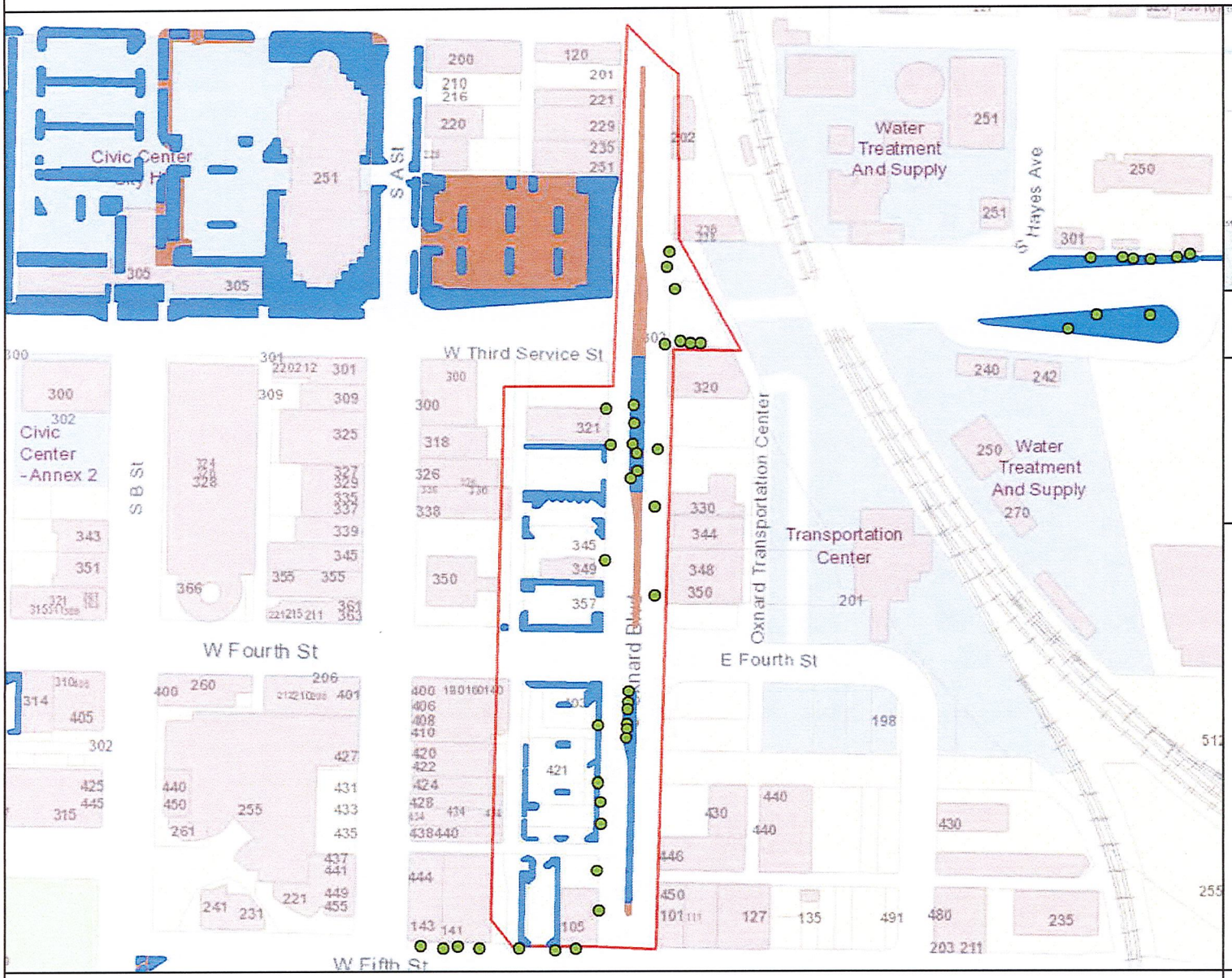
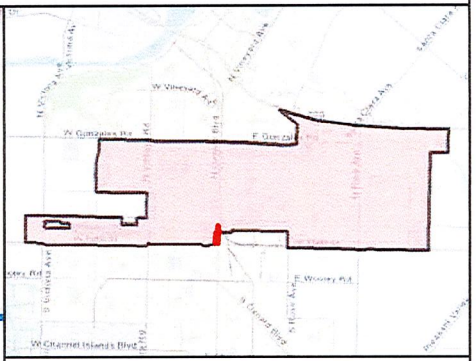
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 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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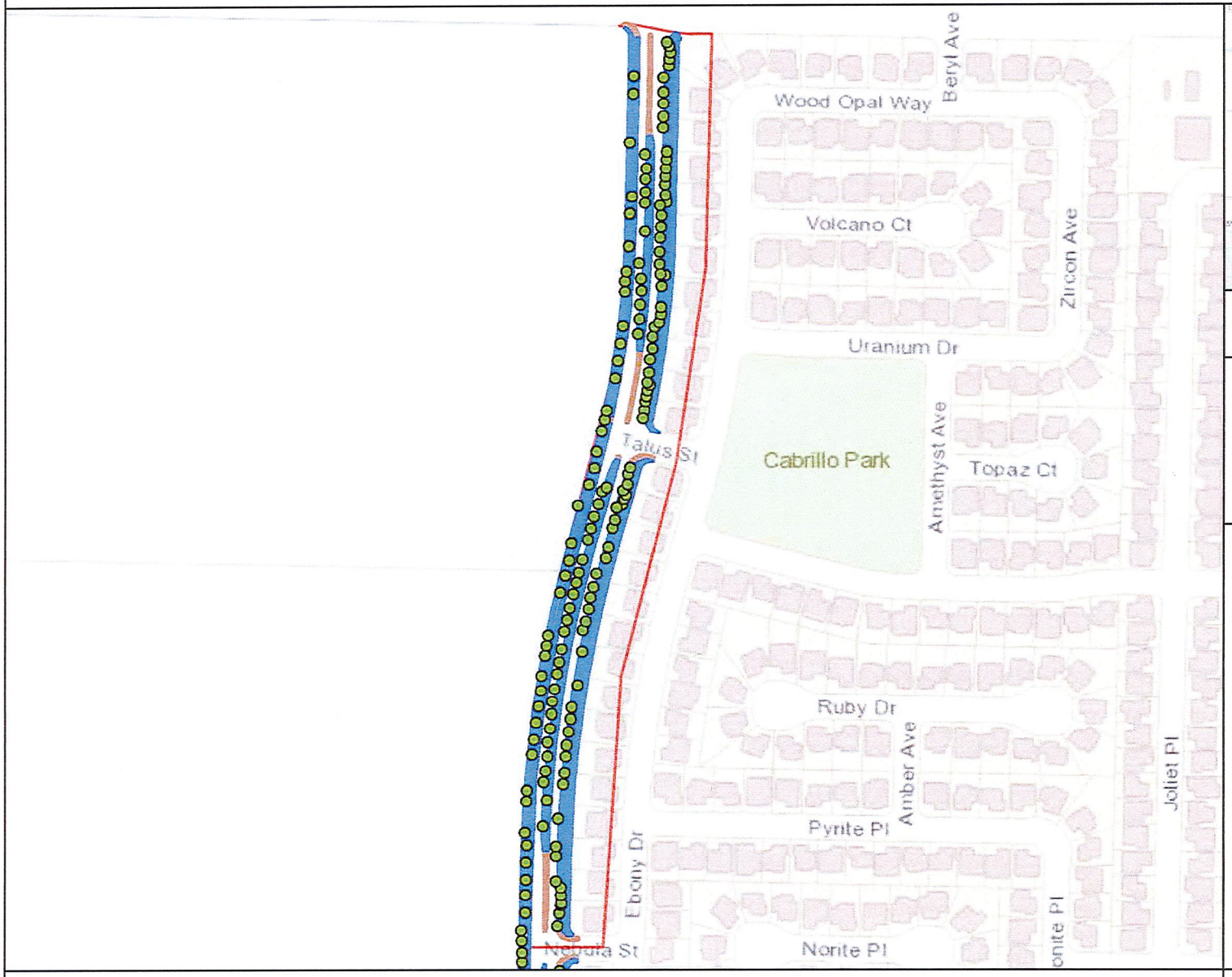
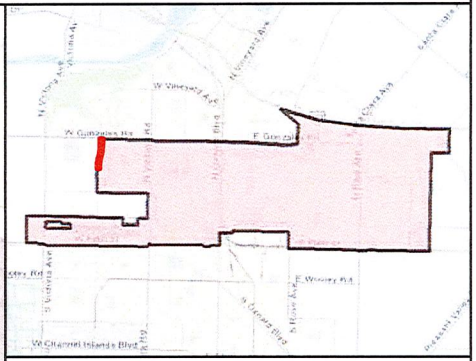
N W E S

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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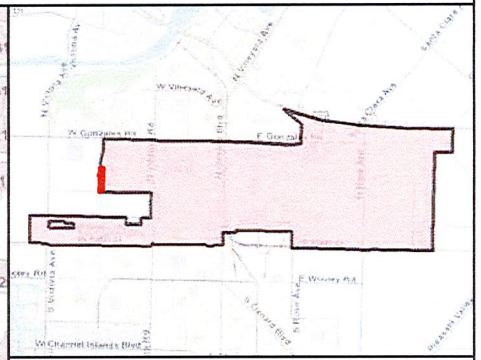
N W E S

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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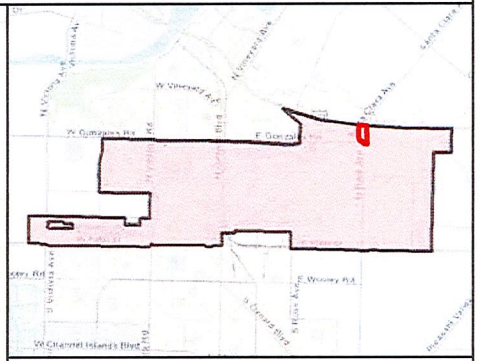
N W E S

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

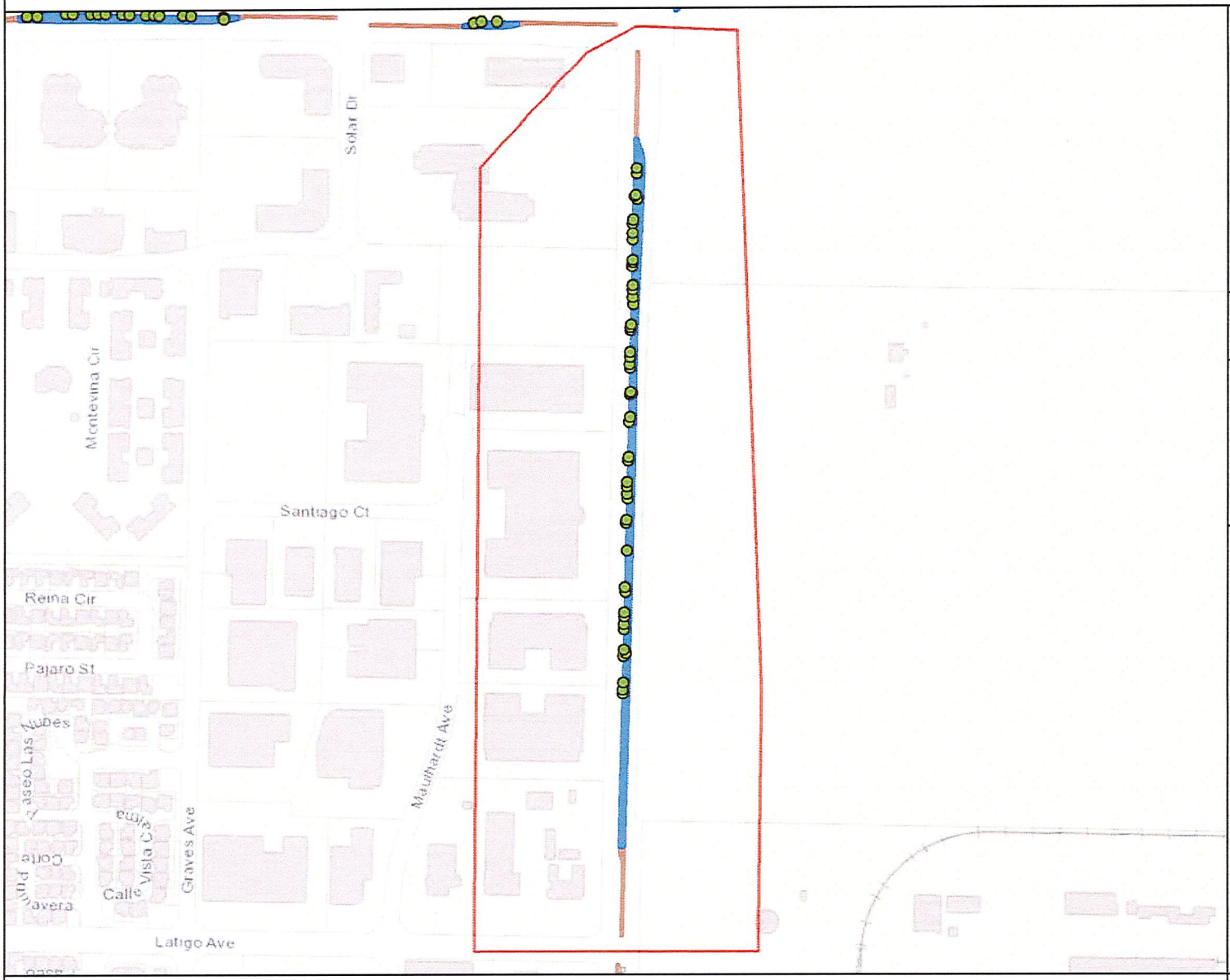
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

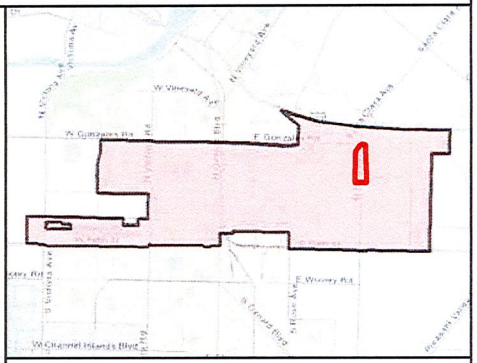
N W E S

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 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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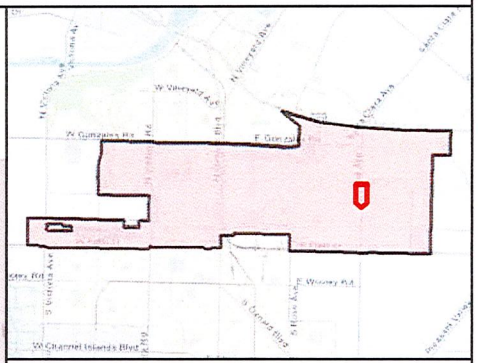
N W E S

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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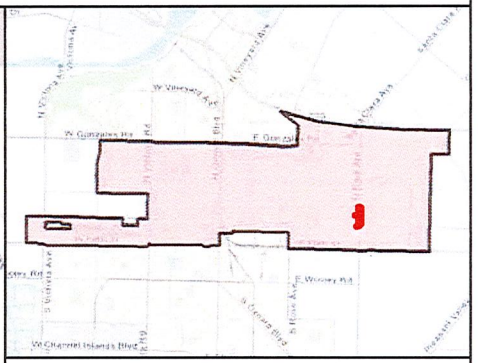
N W E S

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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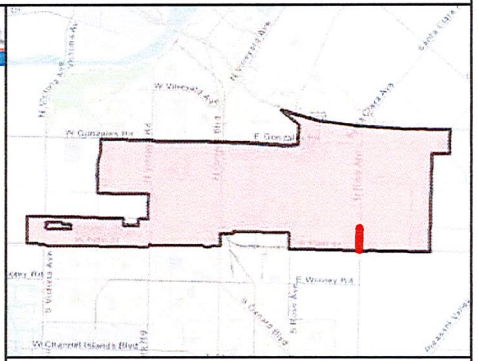
N W E S

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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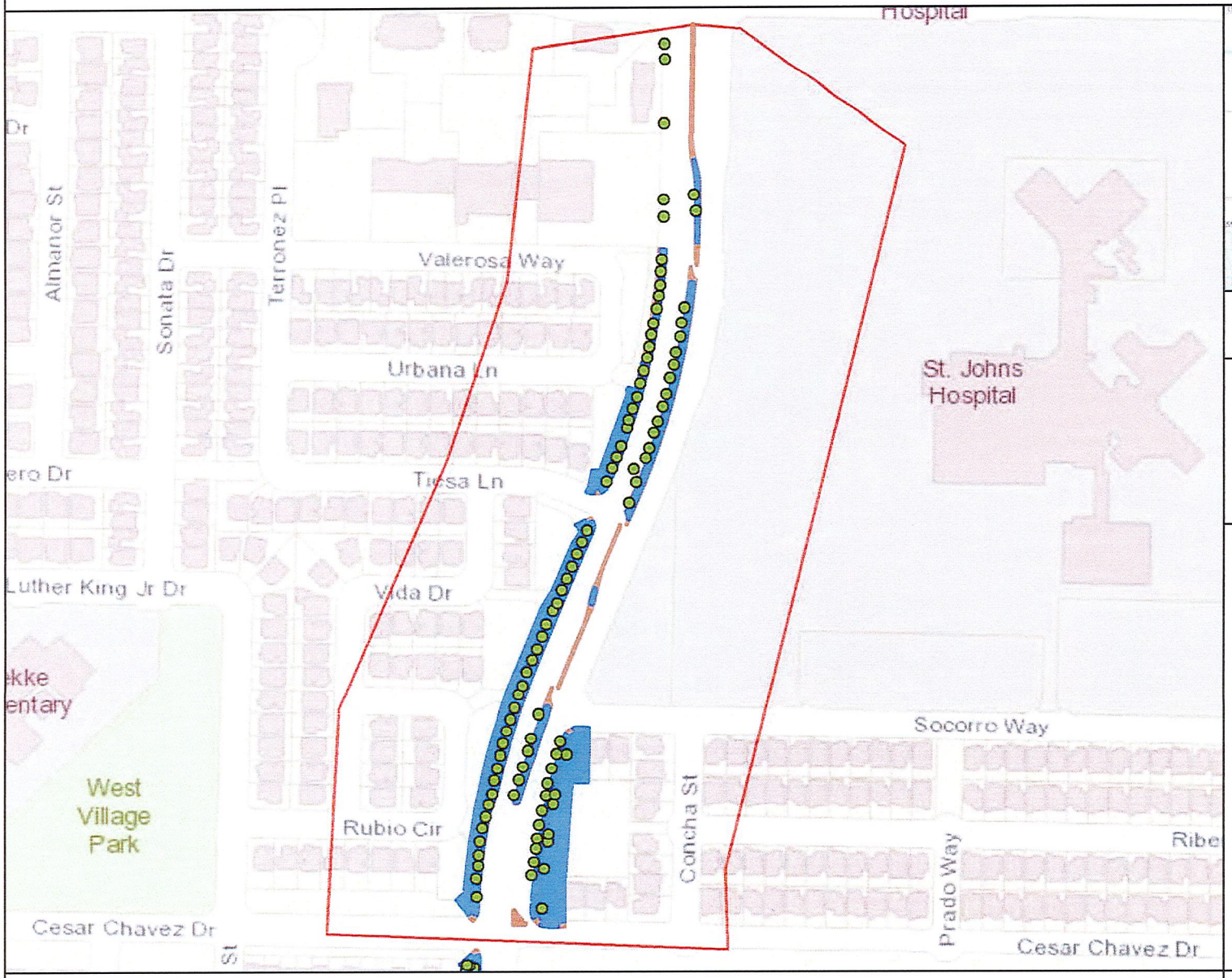
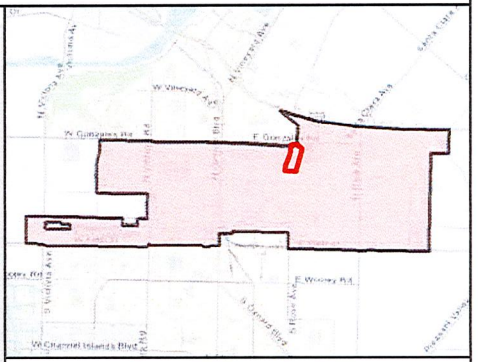
N W E S

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

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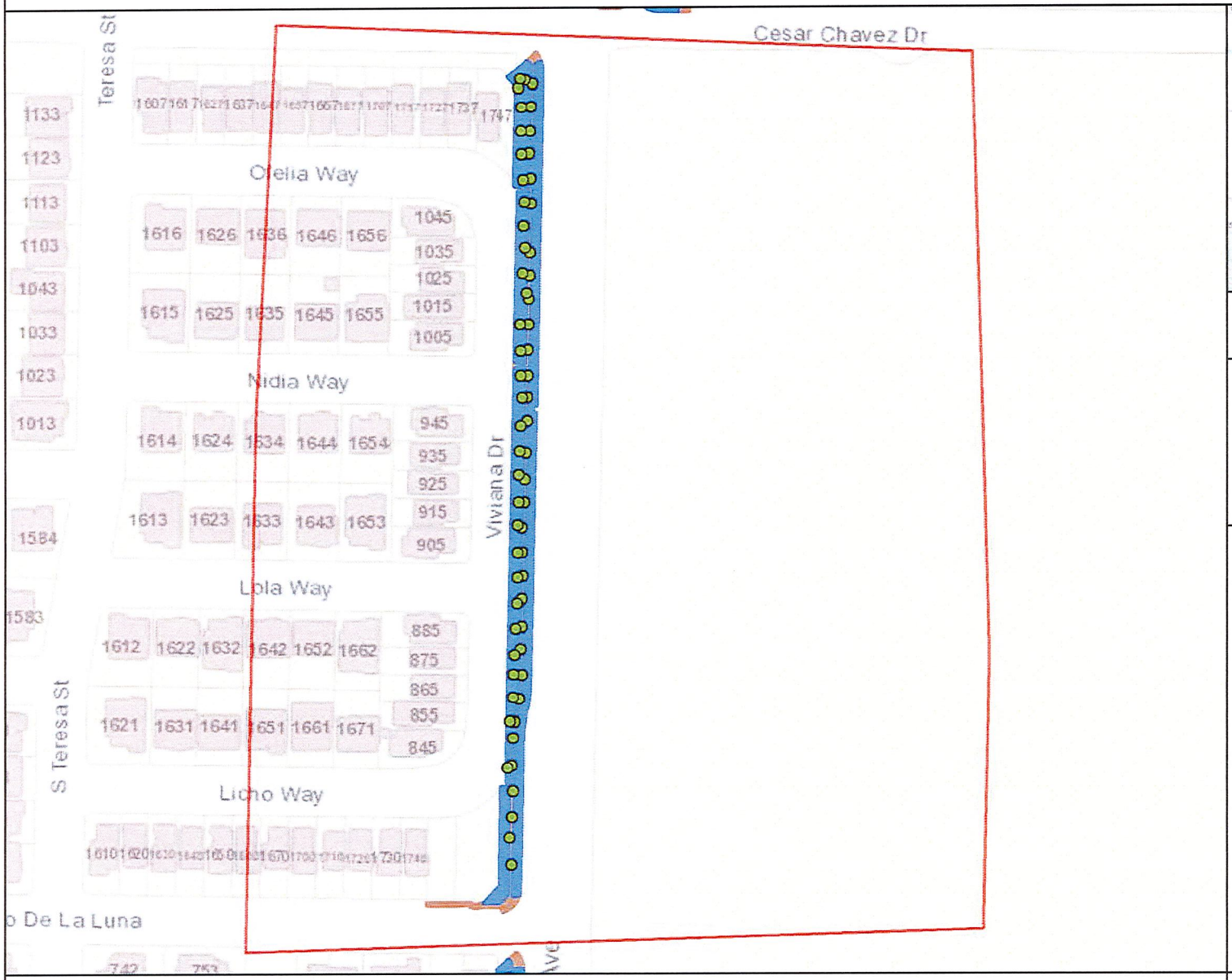
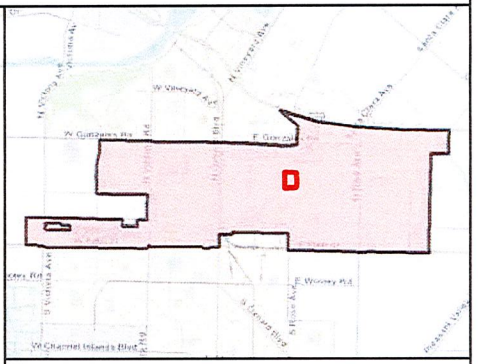
N W E S

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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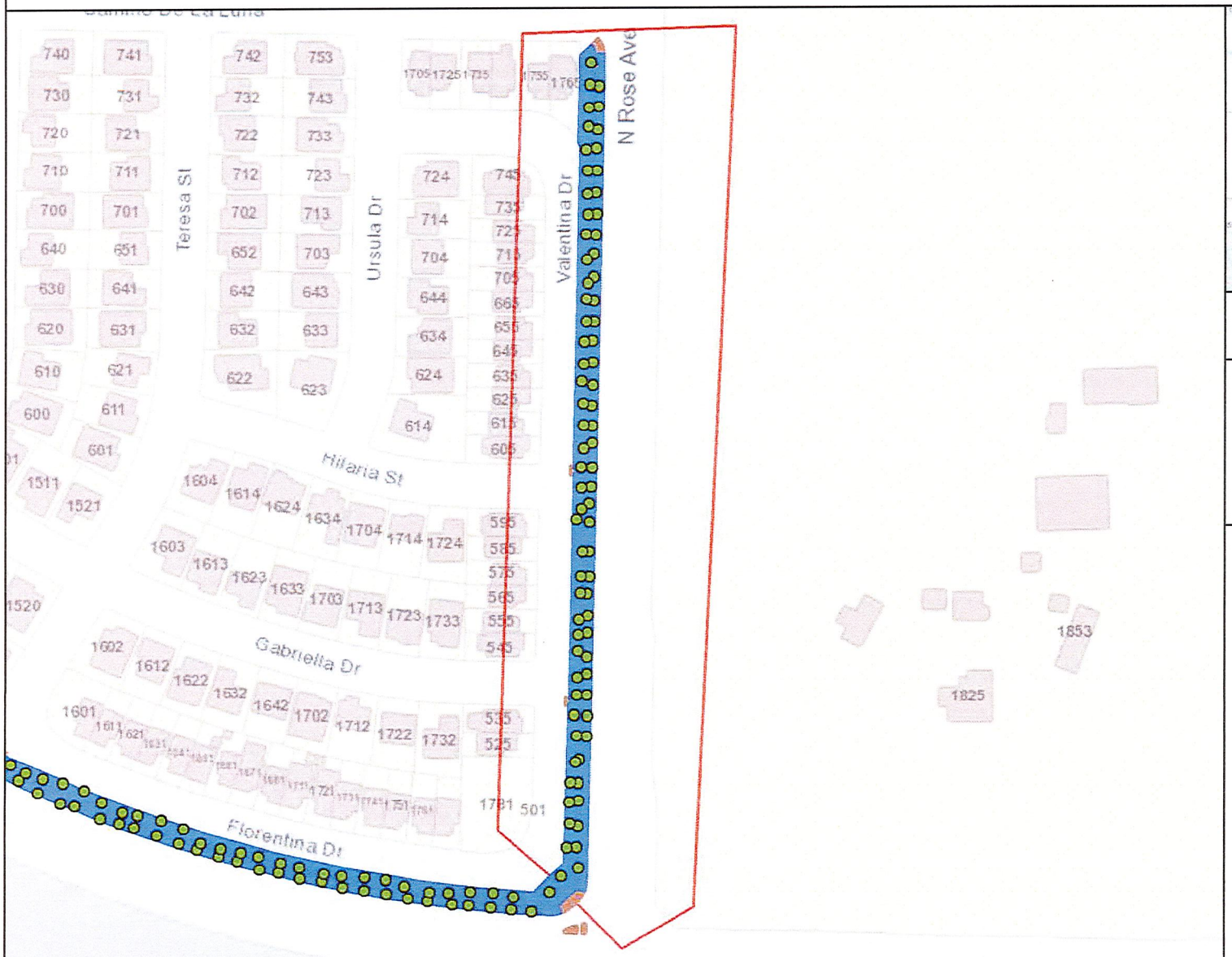
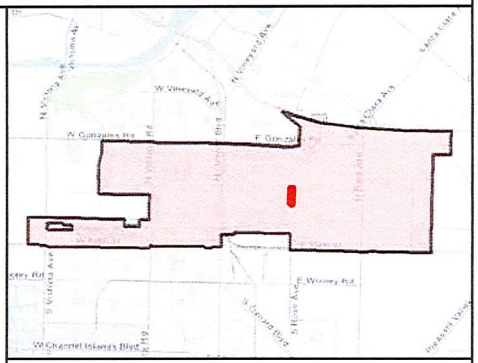
N W E S

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 CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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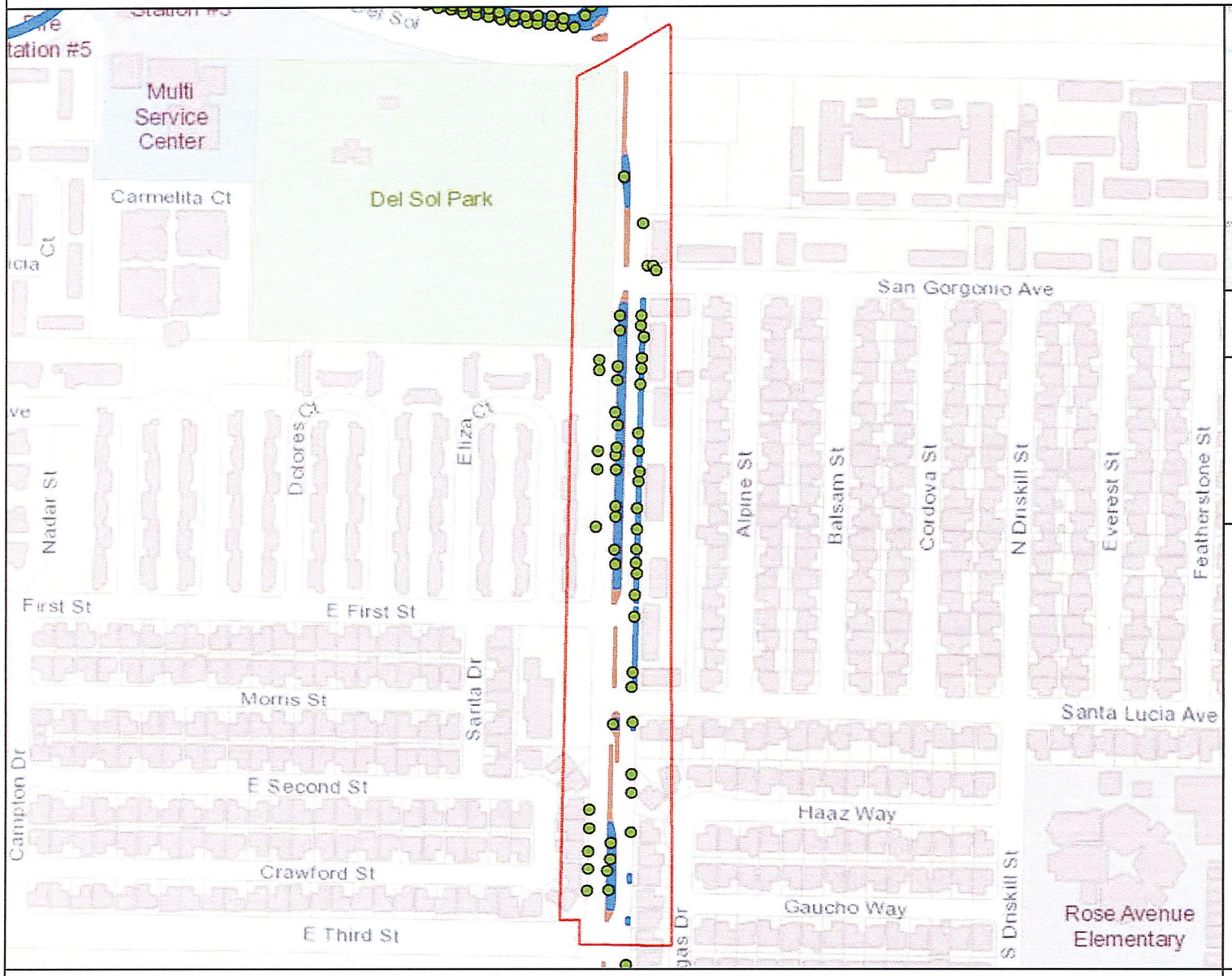
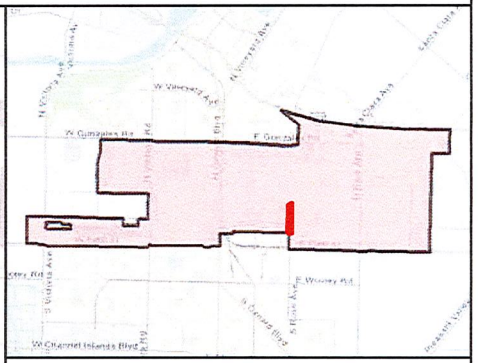
N W E S

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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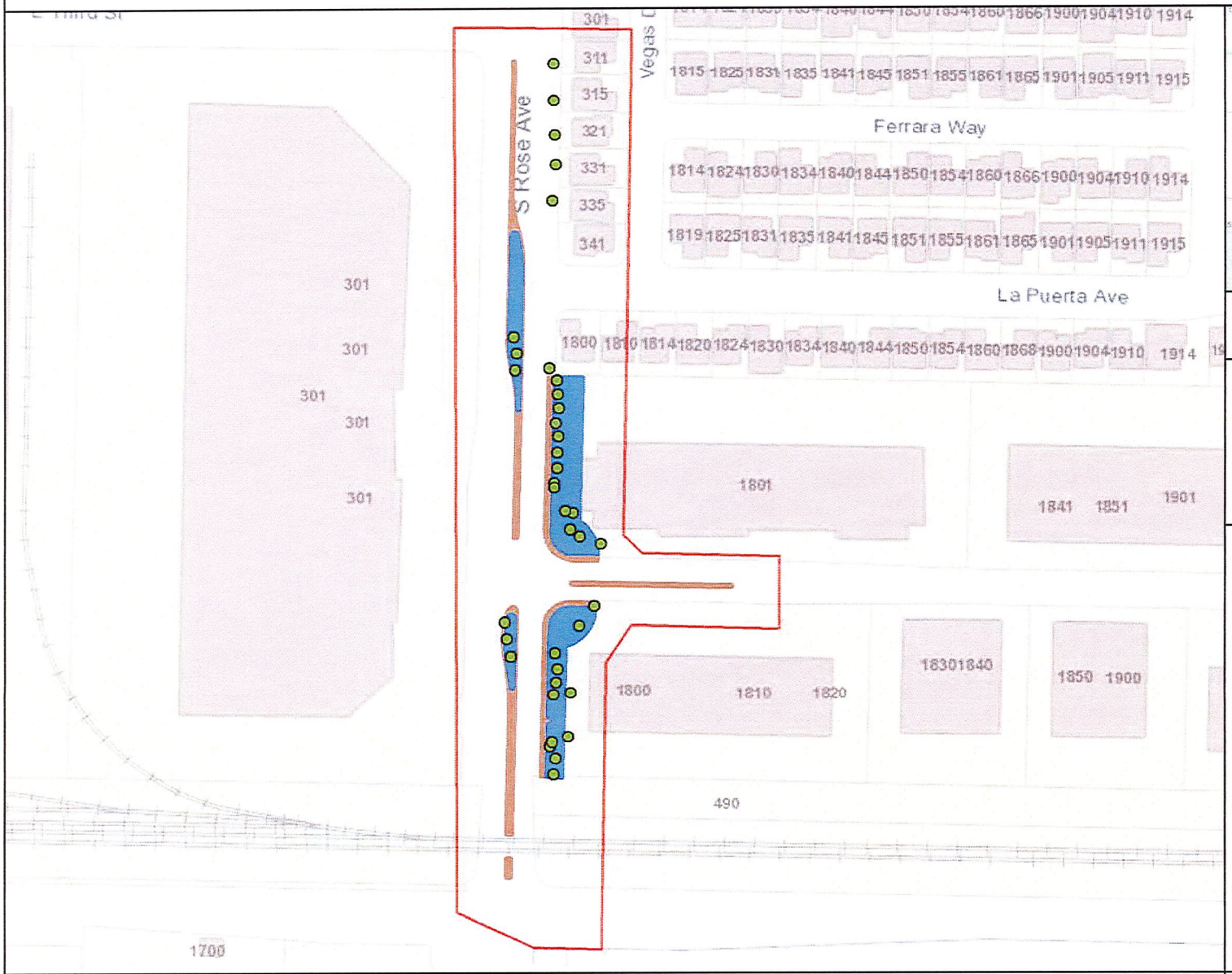
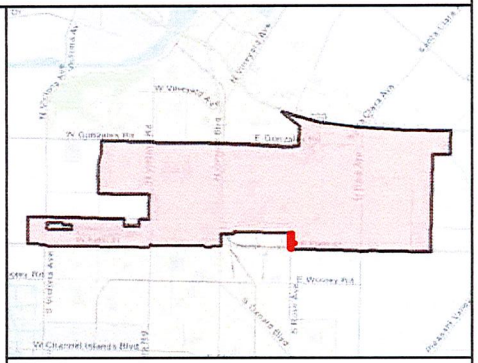
N W E S

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

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

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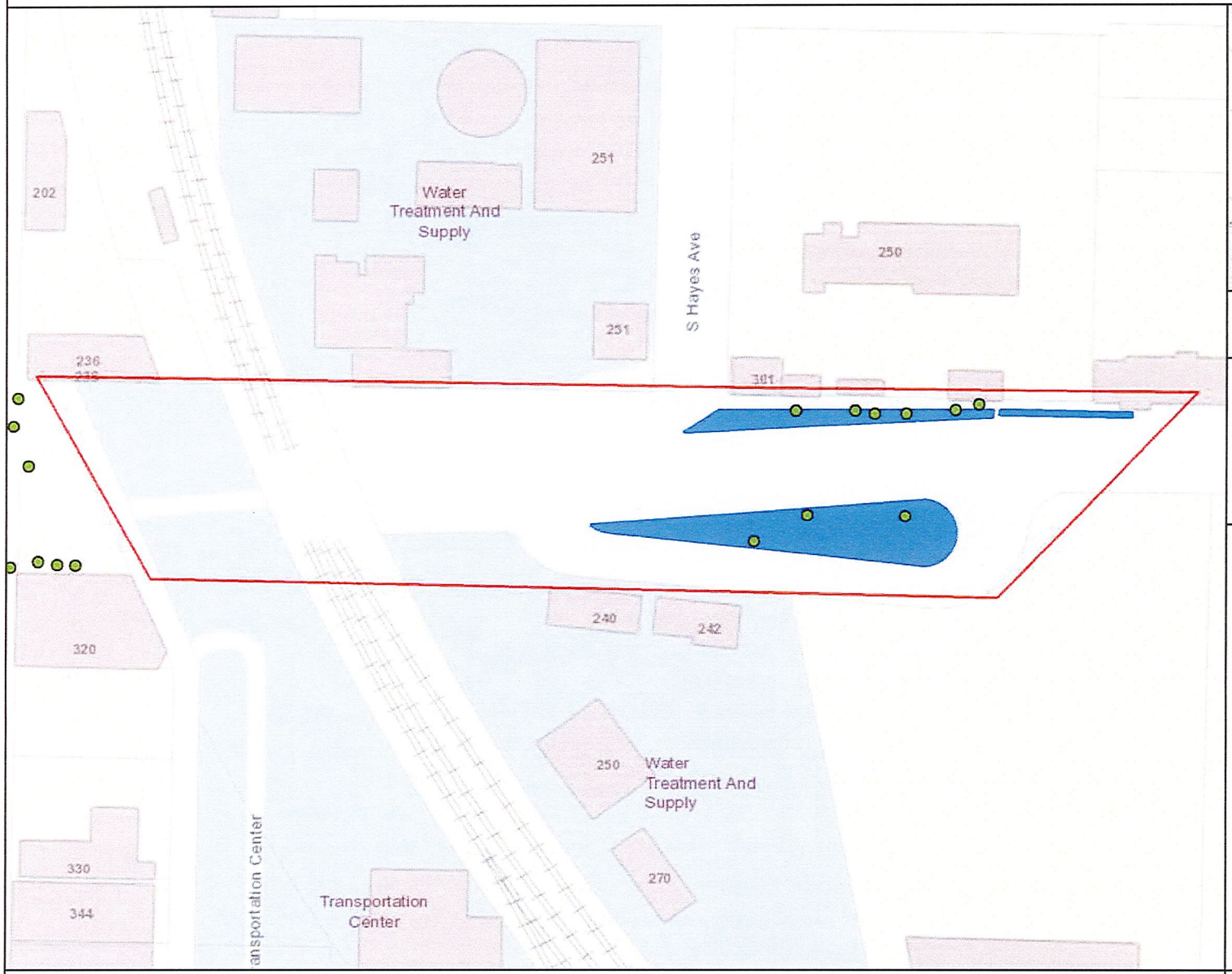
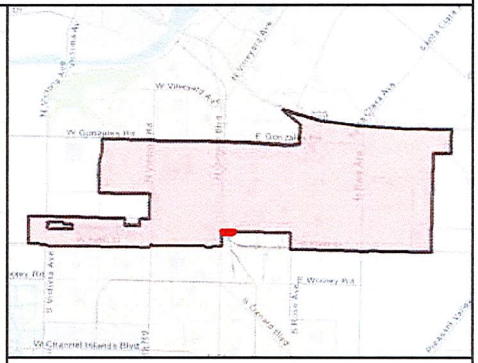
# REGION 2 WORK DETAIL: PAGE 34 OF 49, THIRD



## 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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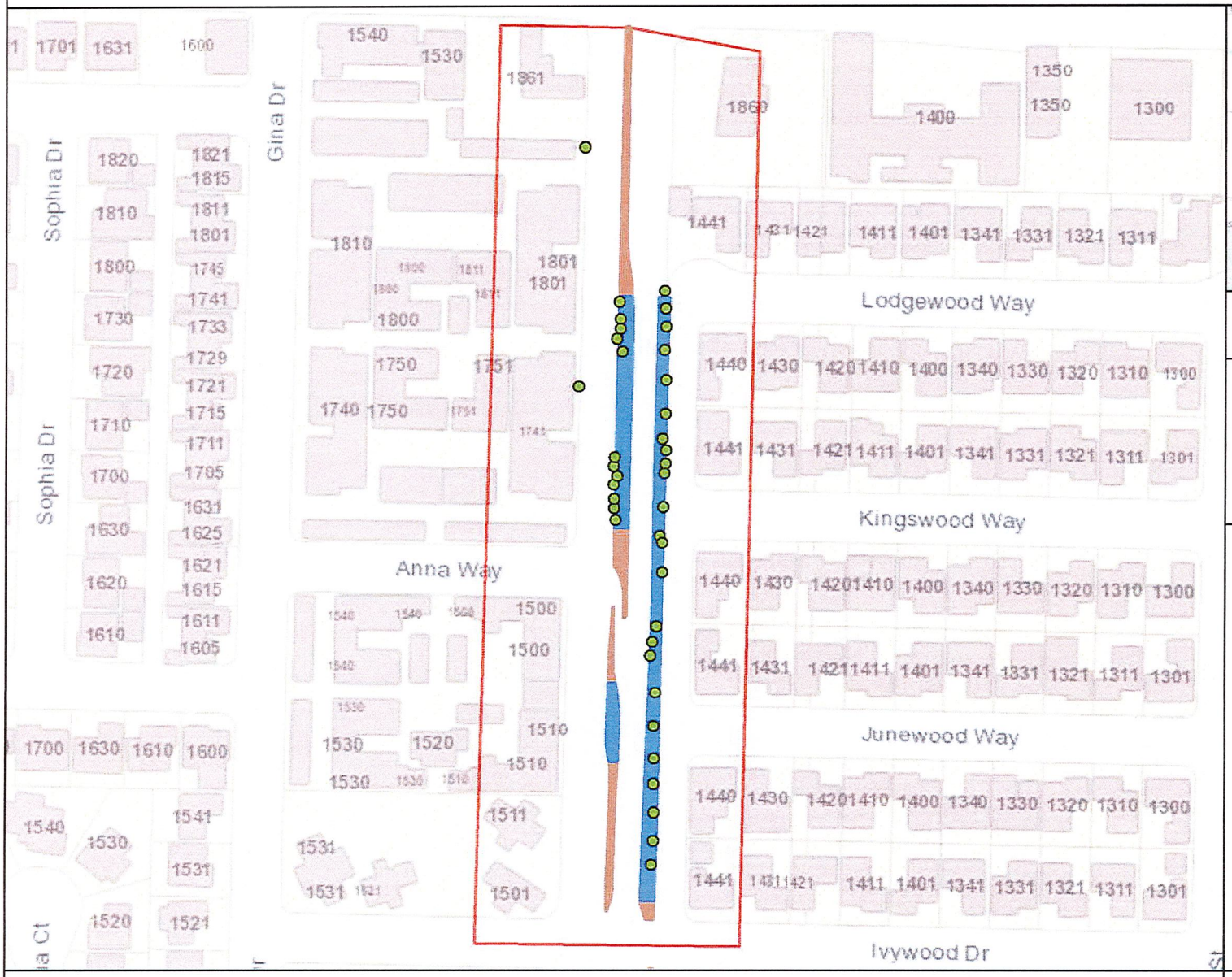
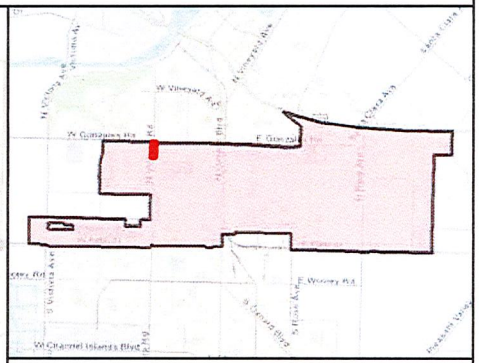
N
W E
S

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

0 200 400 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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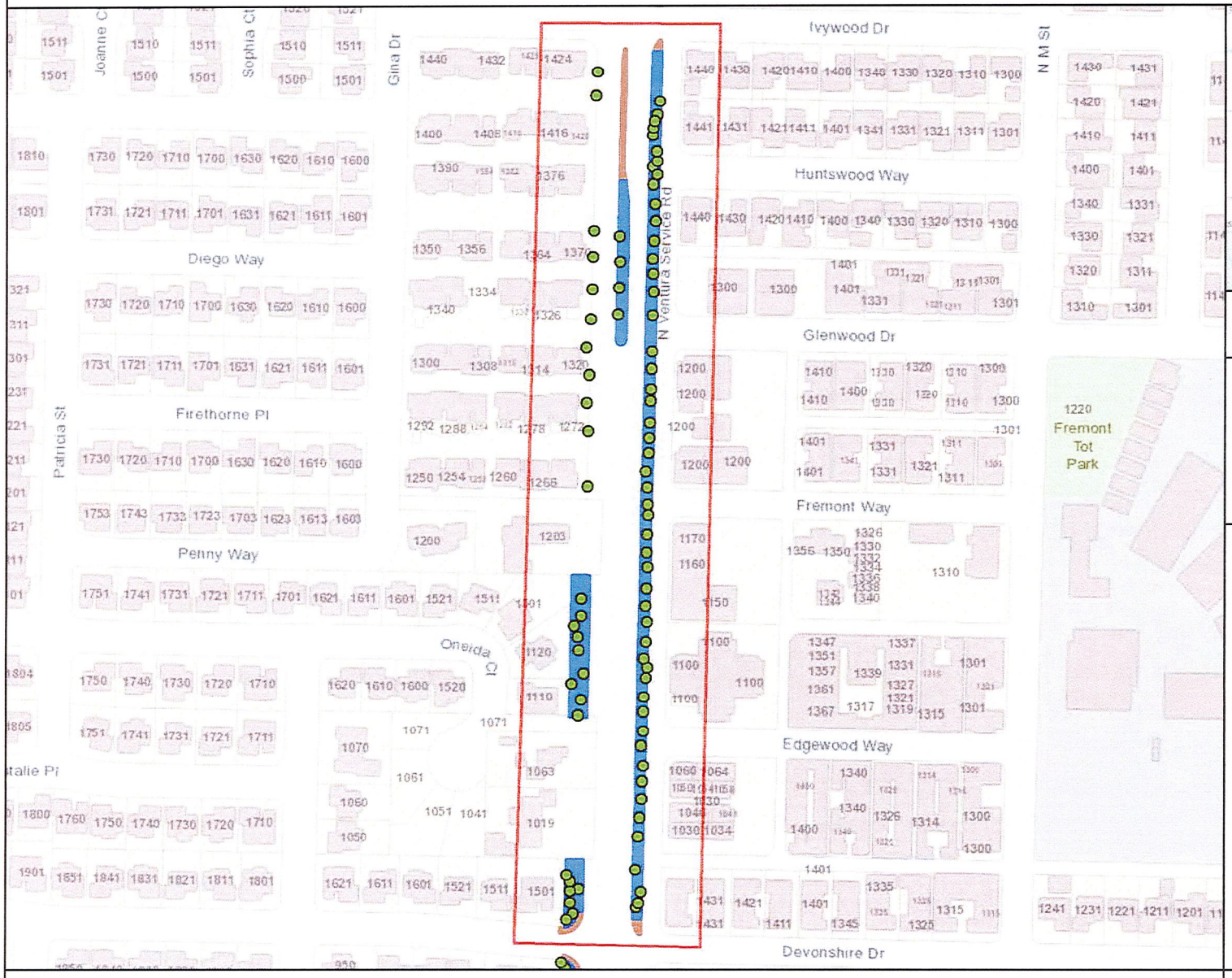
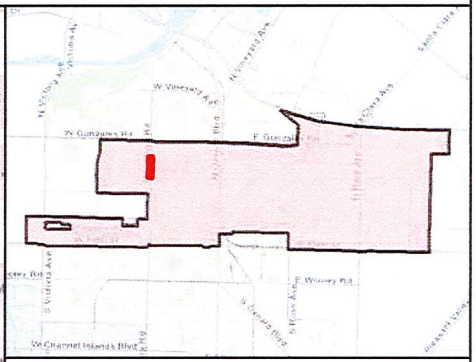
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 2 WORK DETAIL: PAGE 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

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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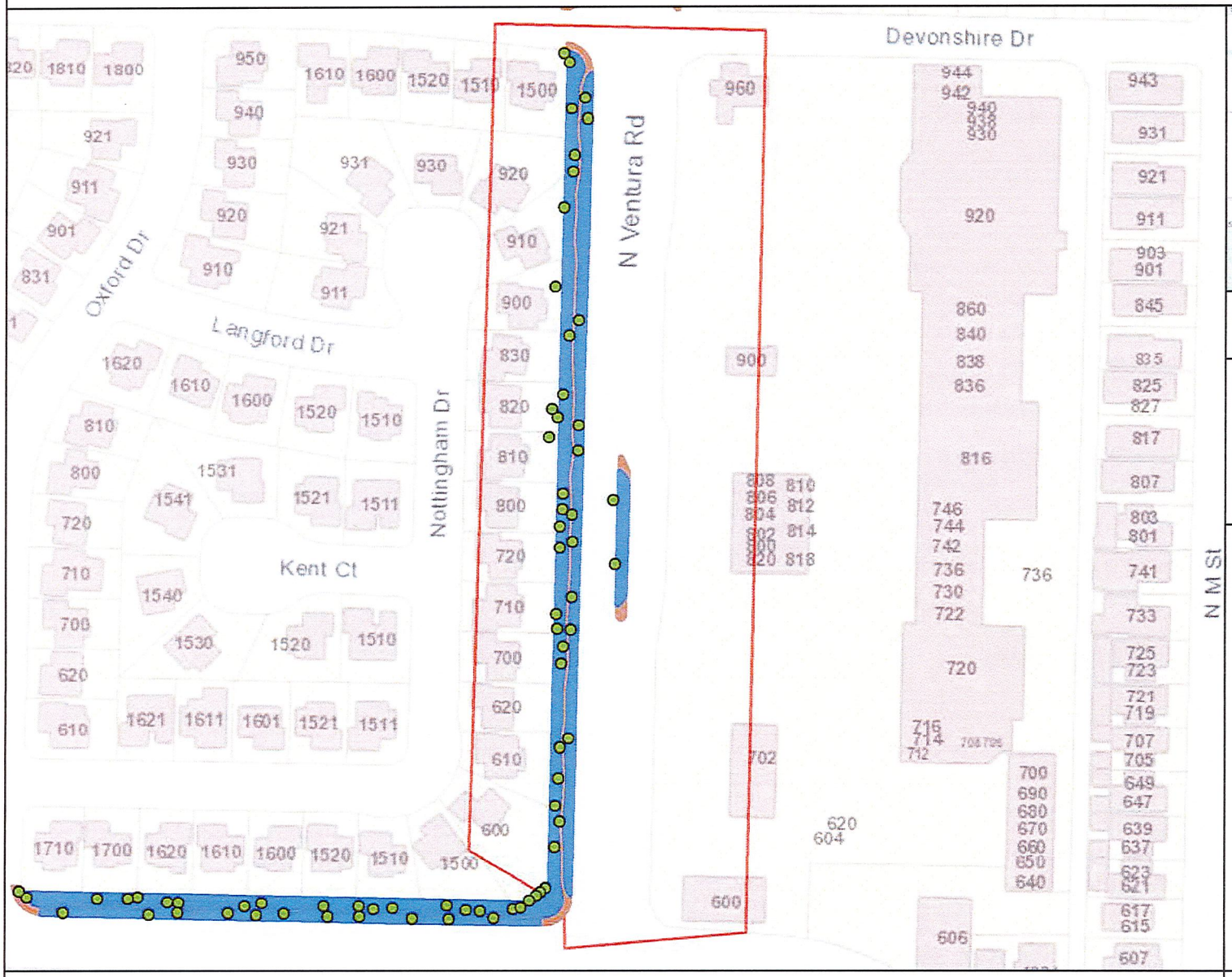
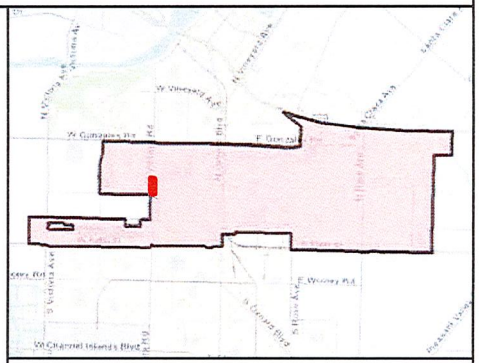
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 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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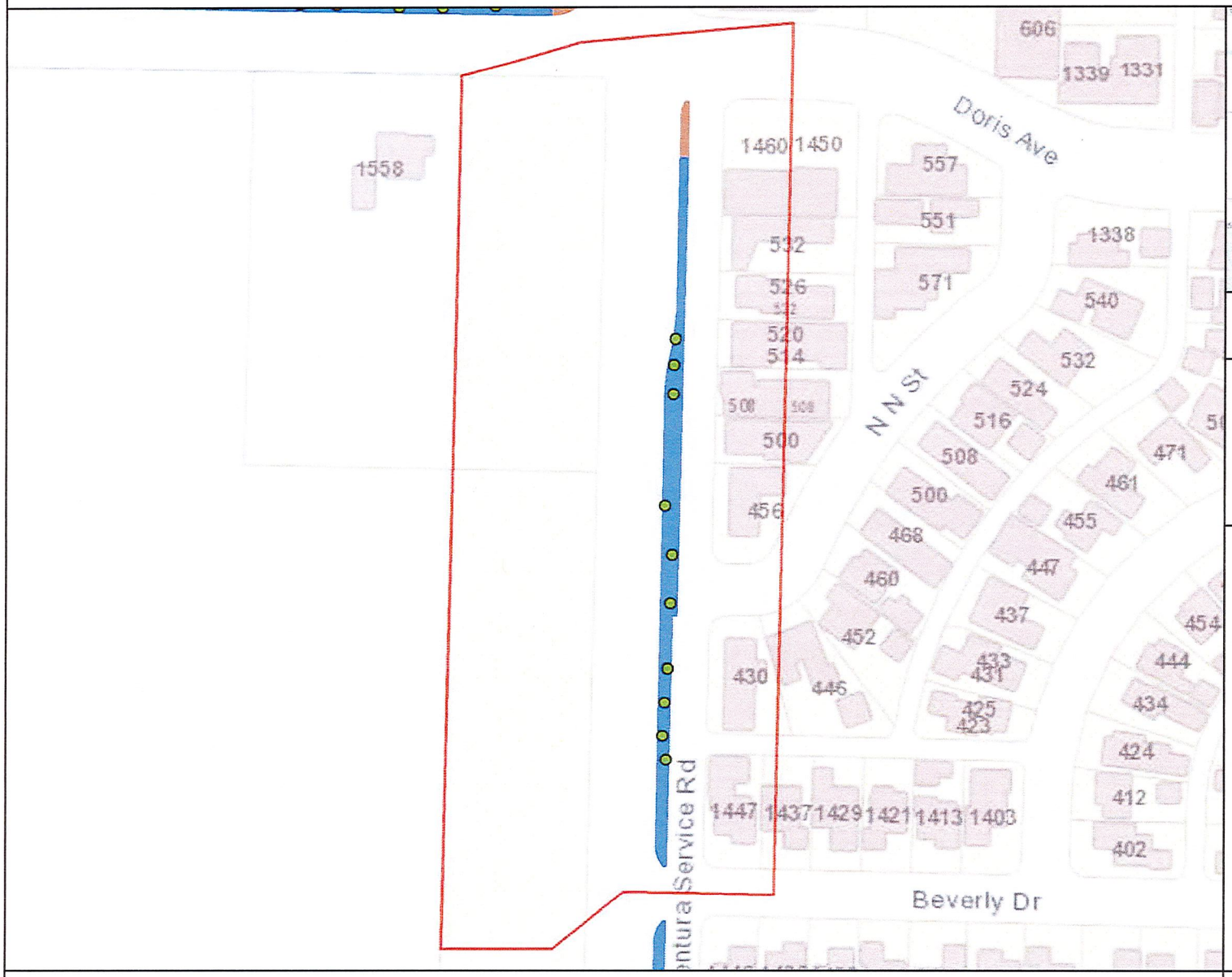
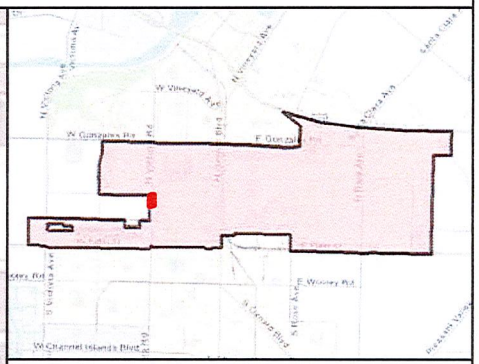
N W E S

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

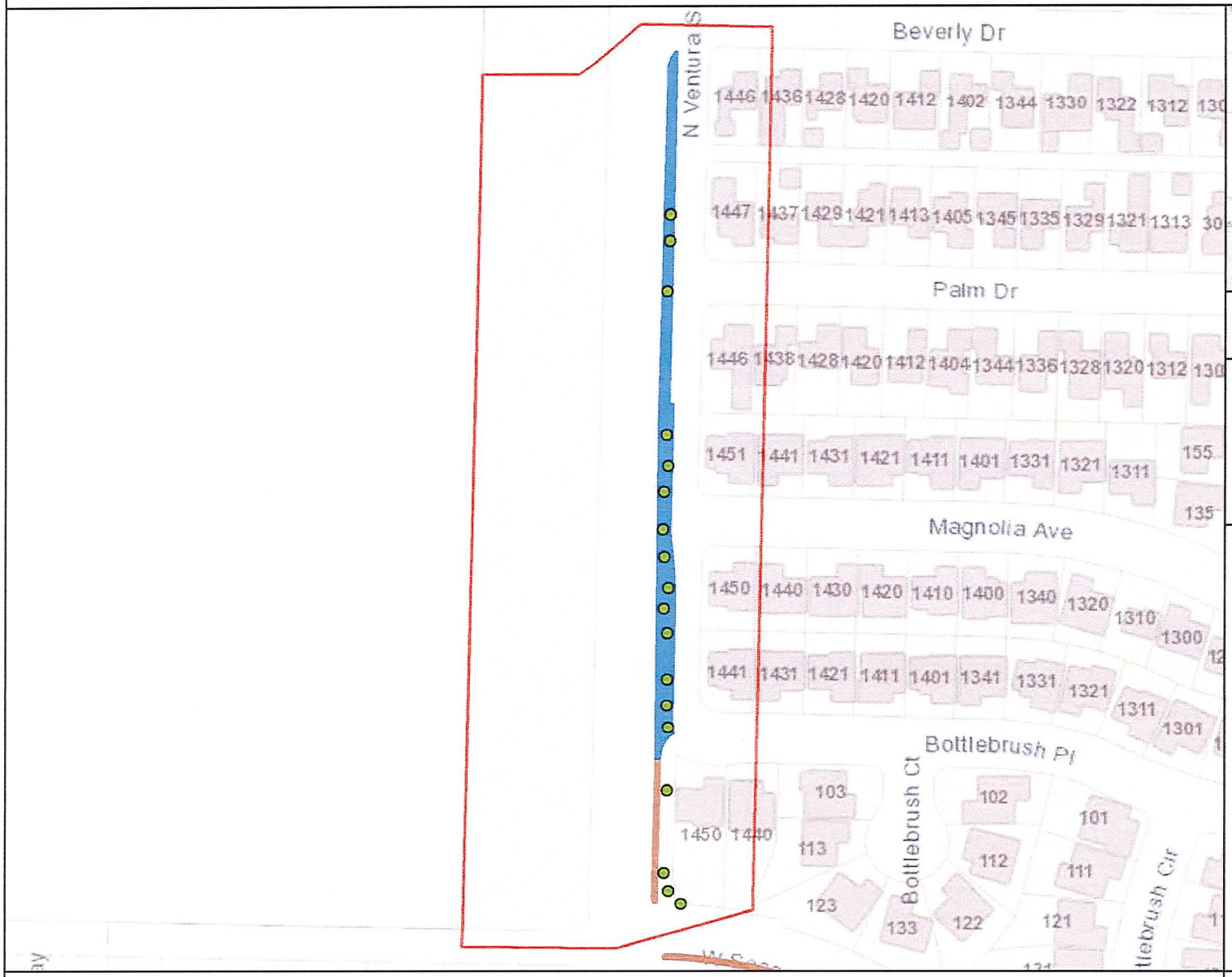
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

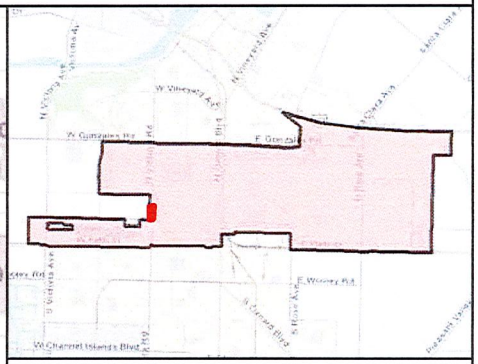
N W E S

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 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

0 200 400 Feet

N W E S

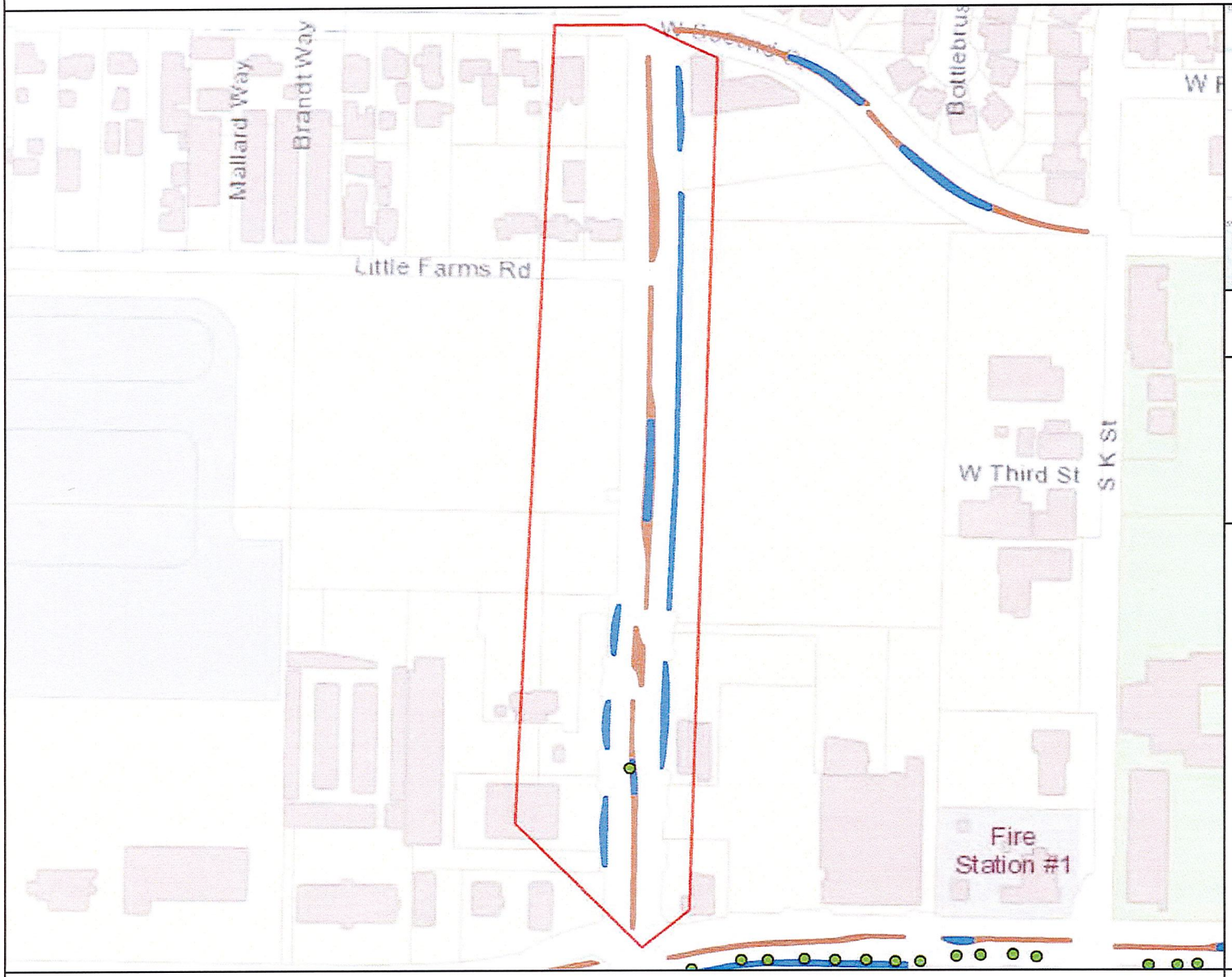
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

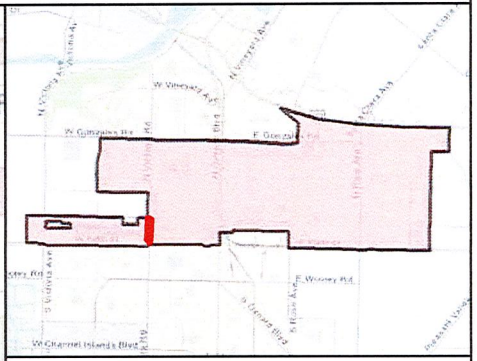
City of Oxnard
Geographic Information Systems
March 2021

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

# 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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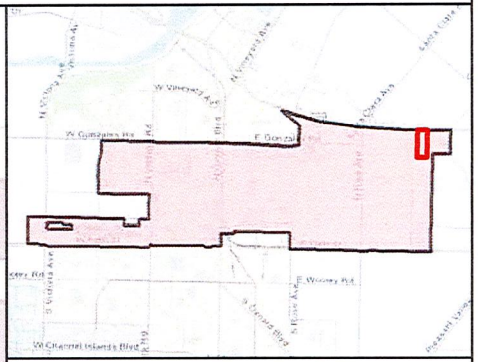
N W E S

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

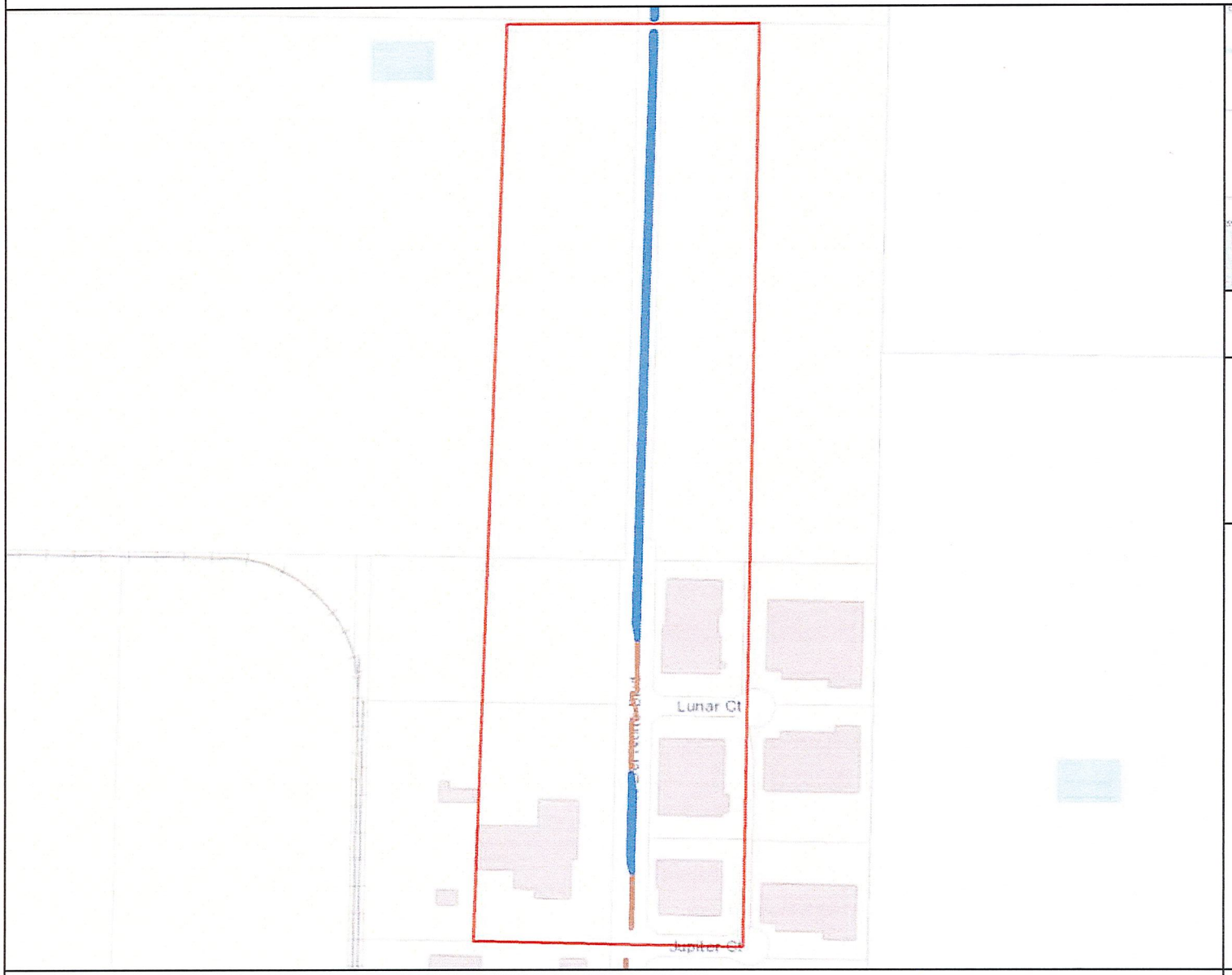
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

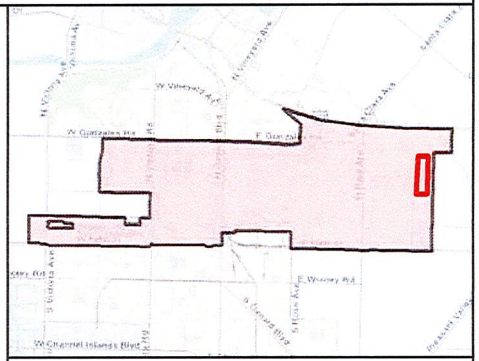
N W E S

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 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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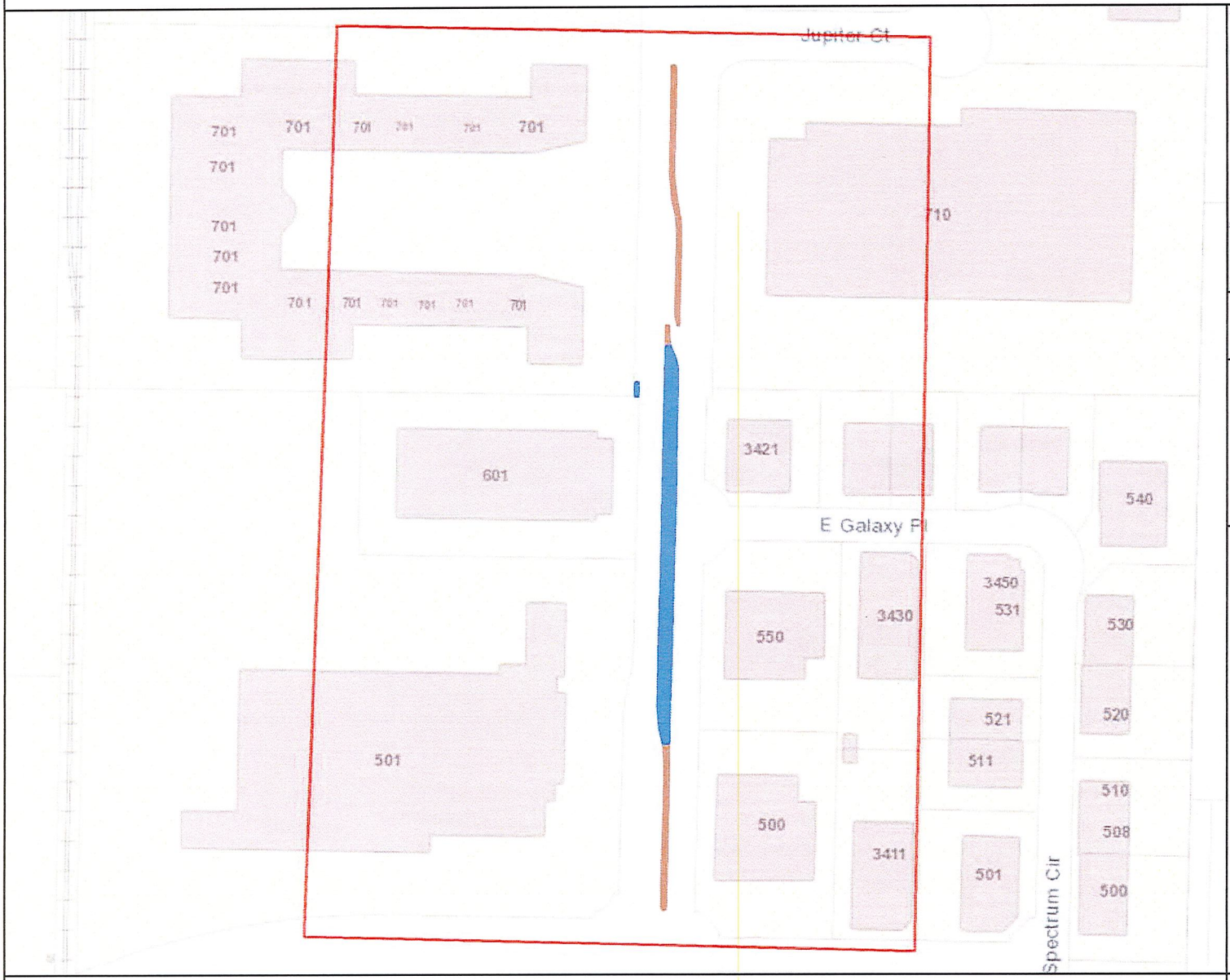
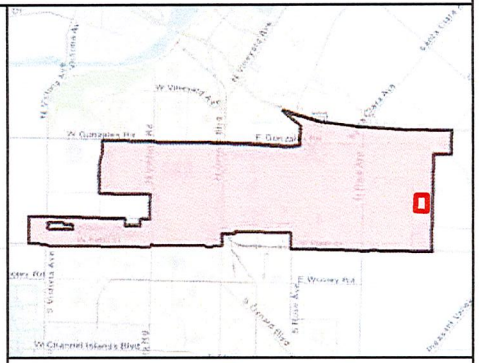
N W E S

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

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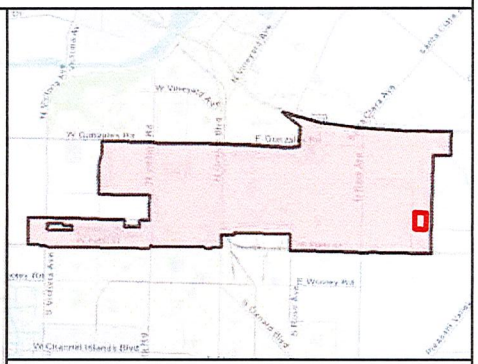
N W E S

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 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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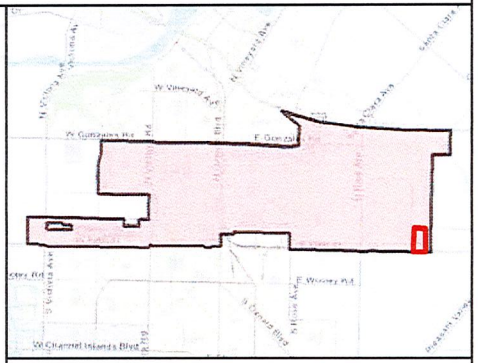
N W E S

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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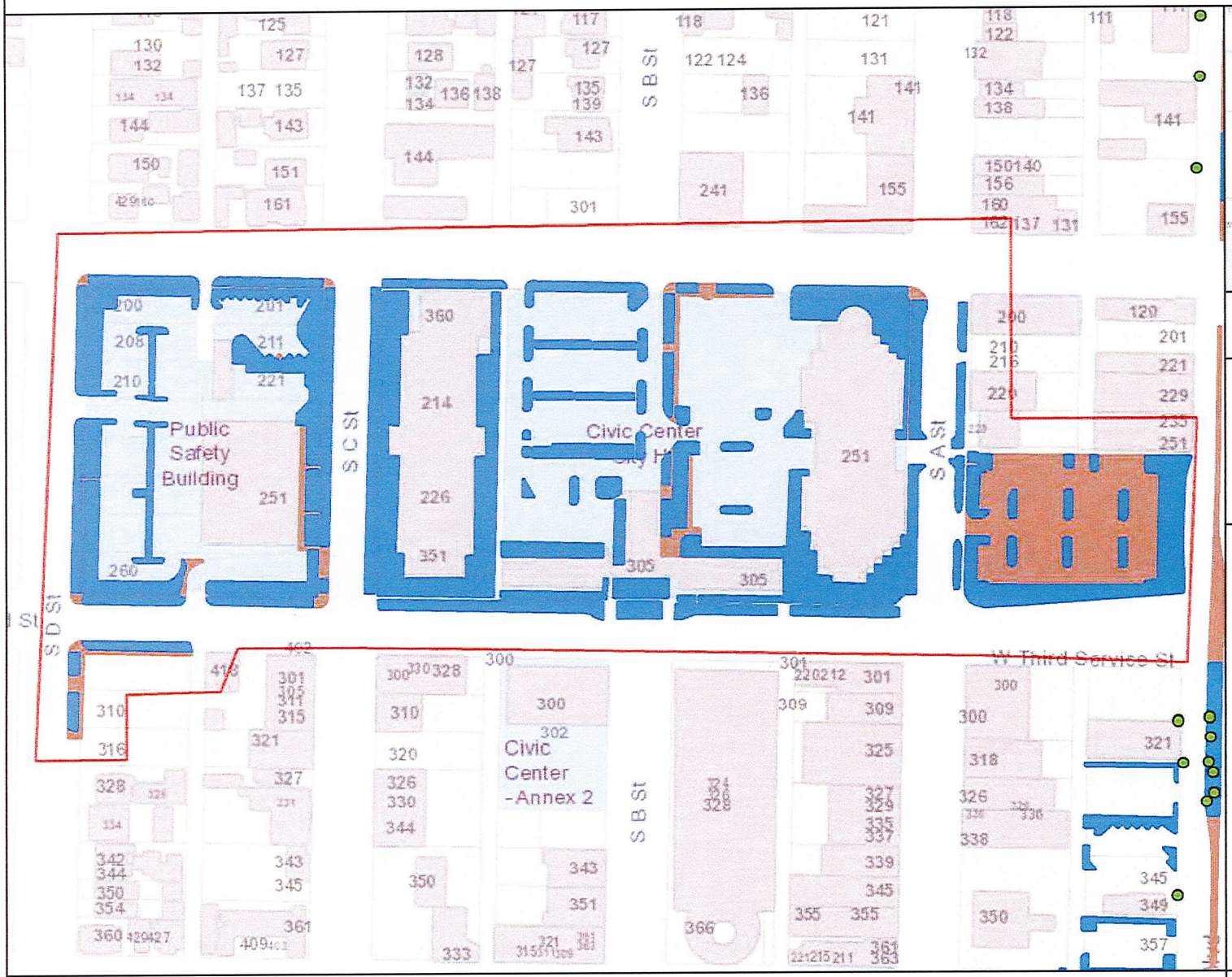
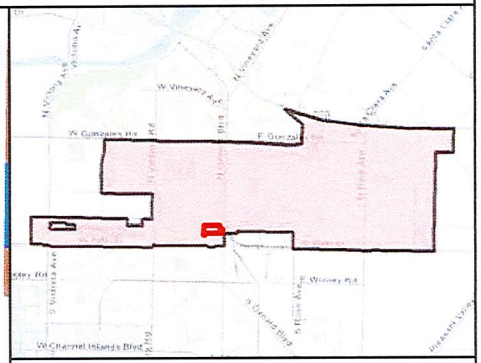
N W E S

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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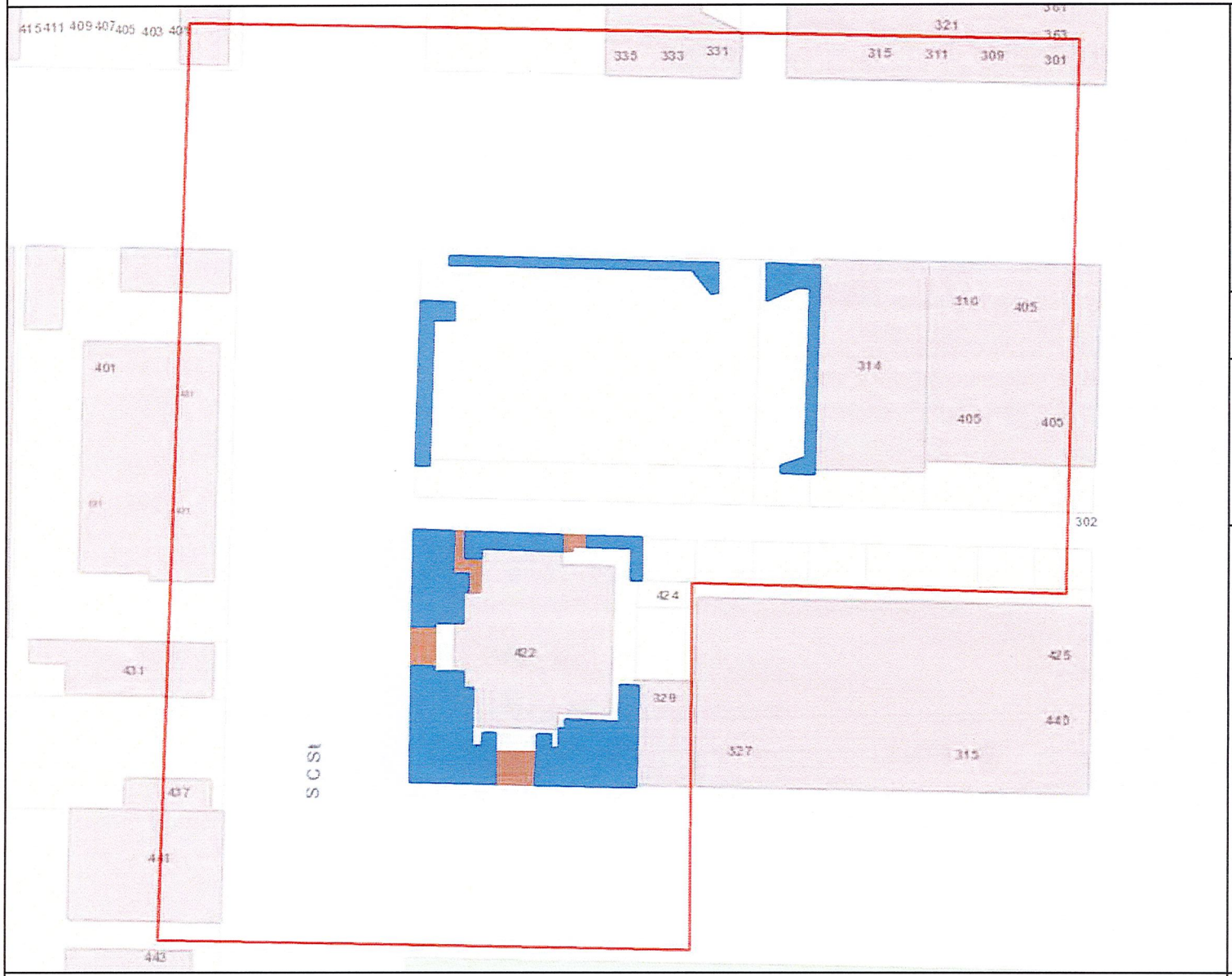
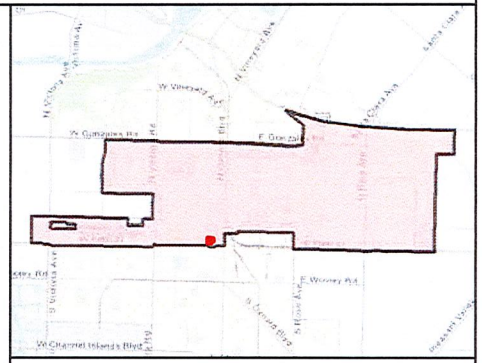
N W E S

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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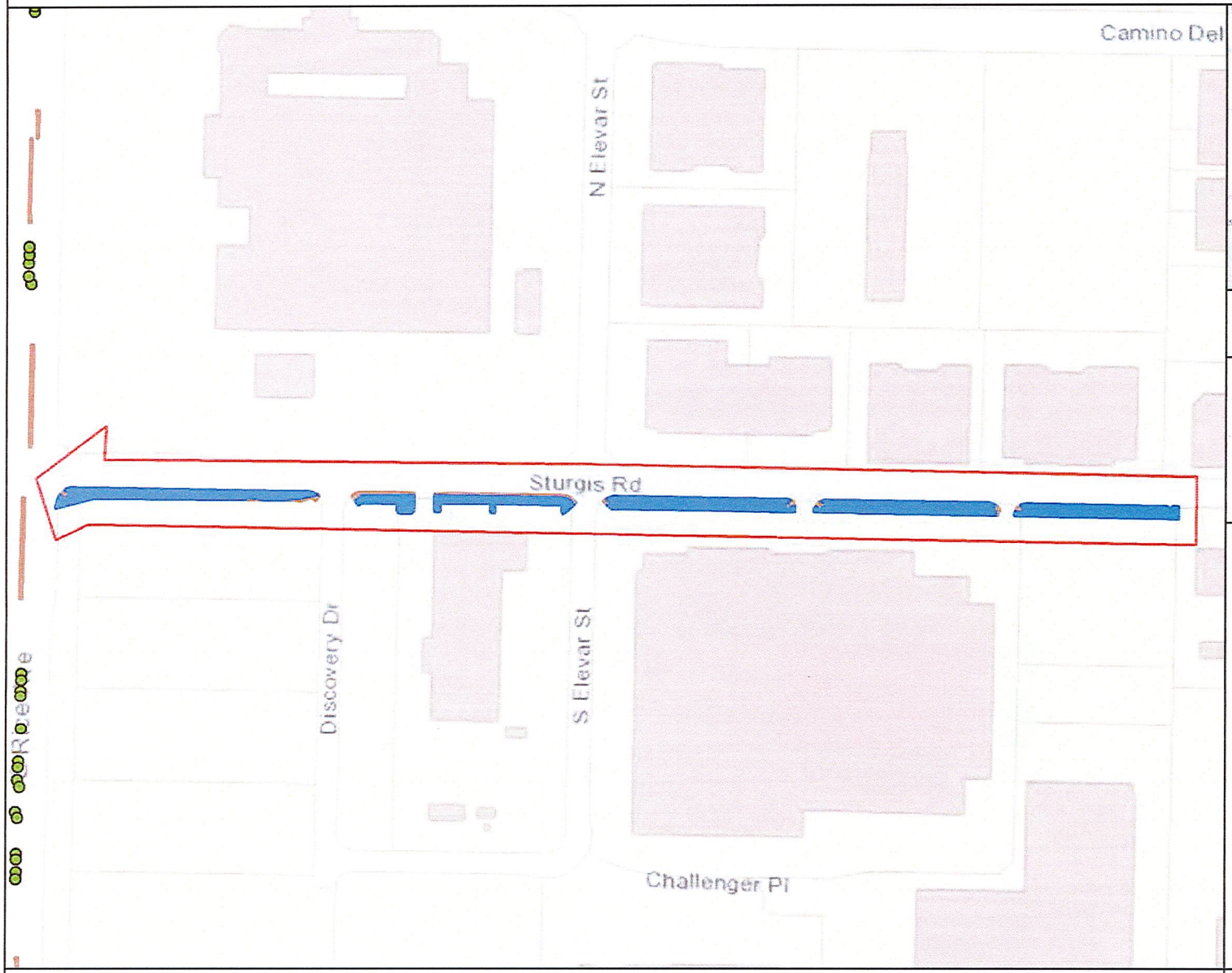
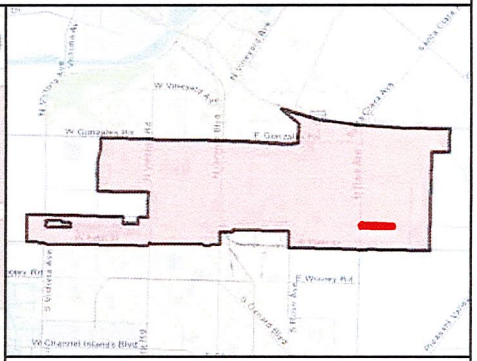
N W E S

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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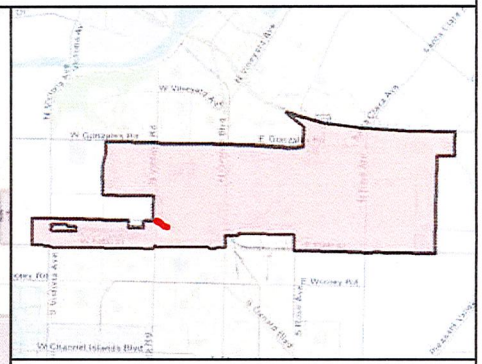
N W E S

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

N
W E
S

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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

**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.
■ 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 3 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)



COUNCIL APPROVED
06-29-2021 M3(3)
DATE

**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**

6-29-21
Date

☒ John C. Zaragoza, Mayor
☐ Alexander Nguyen, City Manager
☒ Daniel White, Purchasing Manager
☐ , Buyer

**GARCIA'S LANDSCAPING MAINTENANCE, INC.**

6-7-2021
Pablo Garcia, President[2] Date

6/7/2021
Tenley Garcia, Secretary Date

ATTEST:

6/29/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

6-9-21
Stephen M. Fischer, City Attorney (always required) Date

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

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (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.

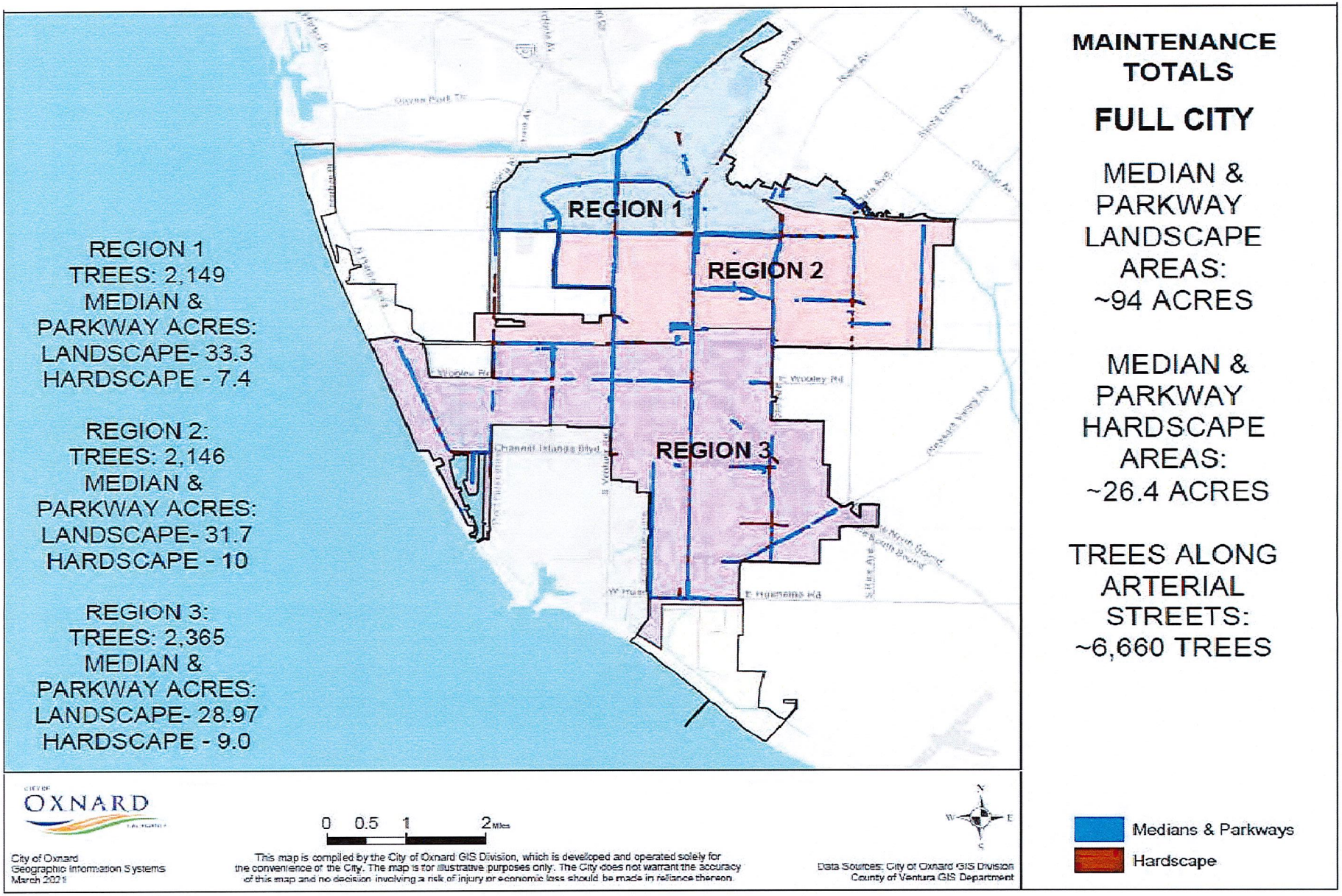
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

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
REGION 1
REGION 2
REGION 3
MAINTENANCE TOTALS
FULL CITY
MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES
TREES ALONG ARTERIAL STREETS: ~6,660 TREES
OXNARD
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
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 and CG 2037).**

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

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

administration and defense expenses.

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

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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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE<br>PRODUCTS COMP/OP AGG.<br>PERSONAL & ADV. INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED EXPENSE (Any one person) | $1,000,000<br>$1,000,000<br>$1,000,000<br>$1,000,000<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | ED SINGLE<br>INJURY<br>n)<br>INJURY<br>ent)<br>TY DAMAGE | $1,000,000<br>$<br>$<br>$ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** | | | | STATUTORY LIMITS<br>EACH ACCIDENT<br>DISEASE-POLICY LIMIT<br>DISEASE-EACH EMPLOYEE | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | **OTHER**<br>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<br>Each consultant/ & listed sub-consultant | $1,000,000<br>$500,000 |

SAMPLE

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

## OTHER PROVISIONS

## COVERAGES

| | LIABILITY LIMITS IN THOUSANDS $ | |
|---|---|---|
| | EACH OCCURRENCE | AGGREGATE |
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
Name:____
Address: _____
_____
Telephone: (___) _____

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

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.

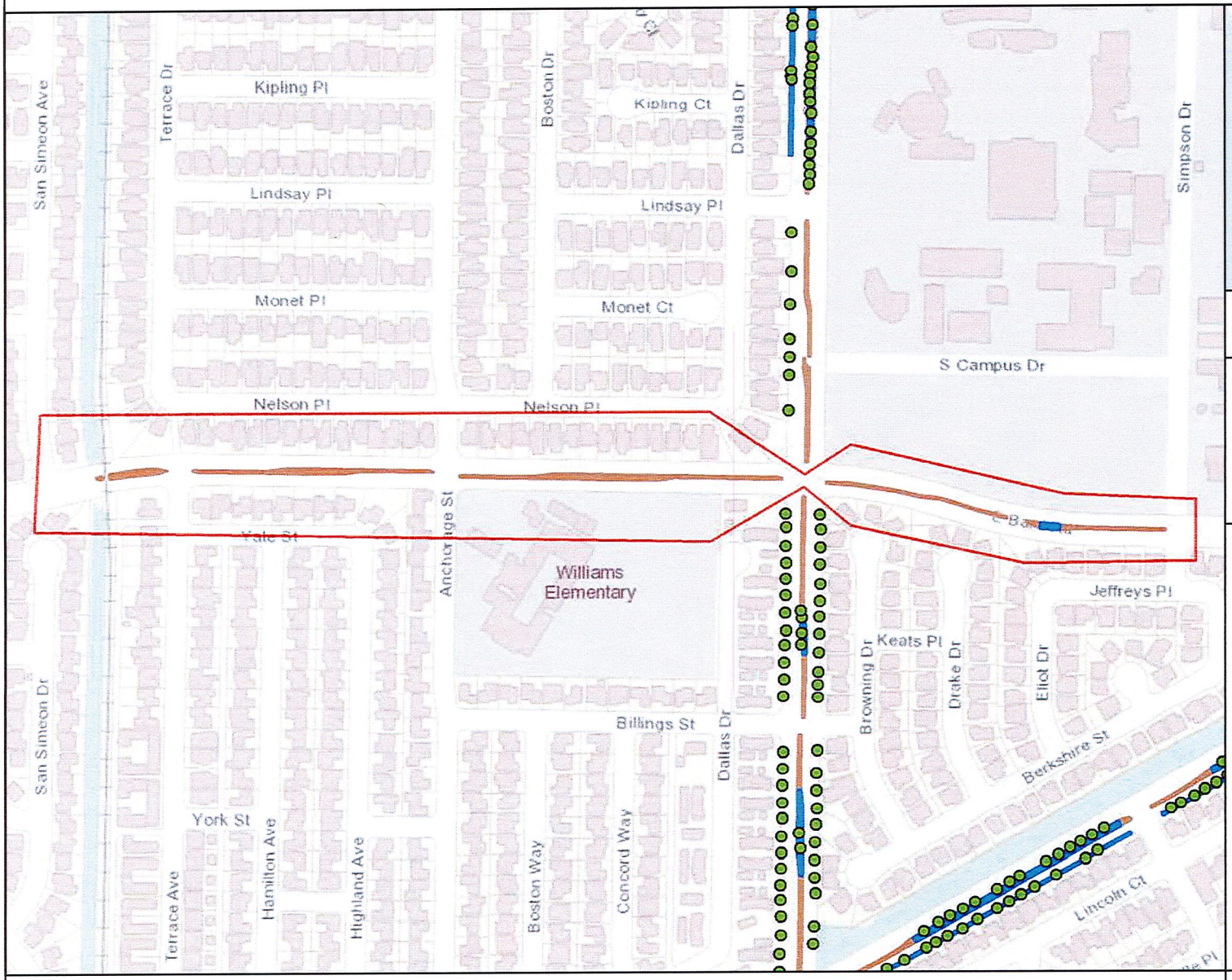
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage 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.

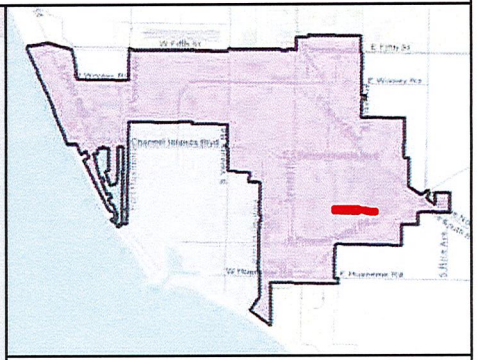
d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

**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

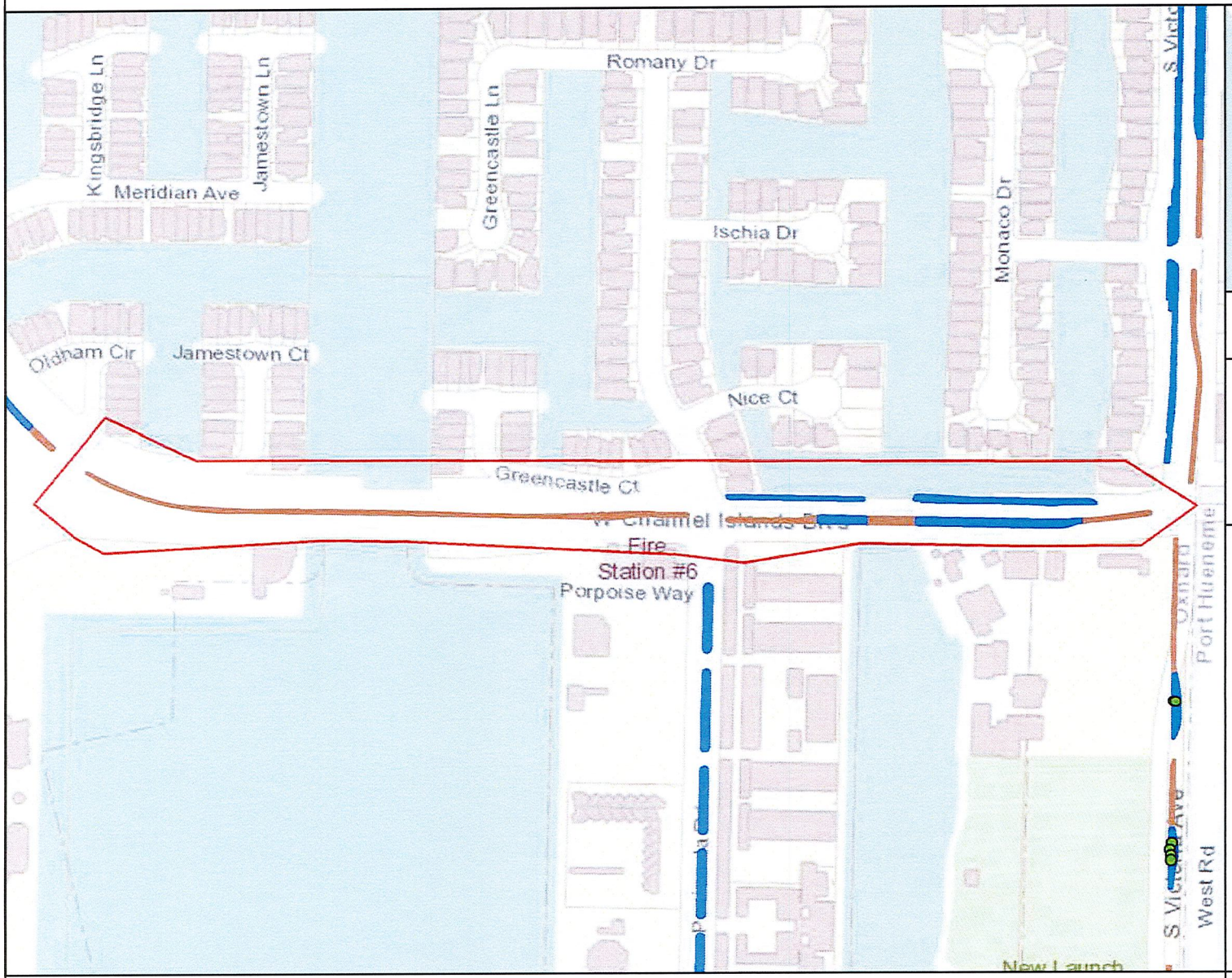
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

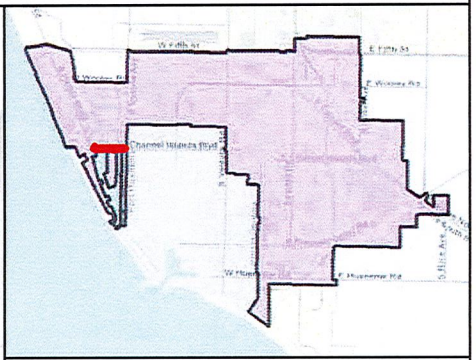
N W E S

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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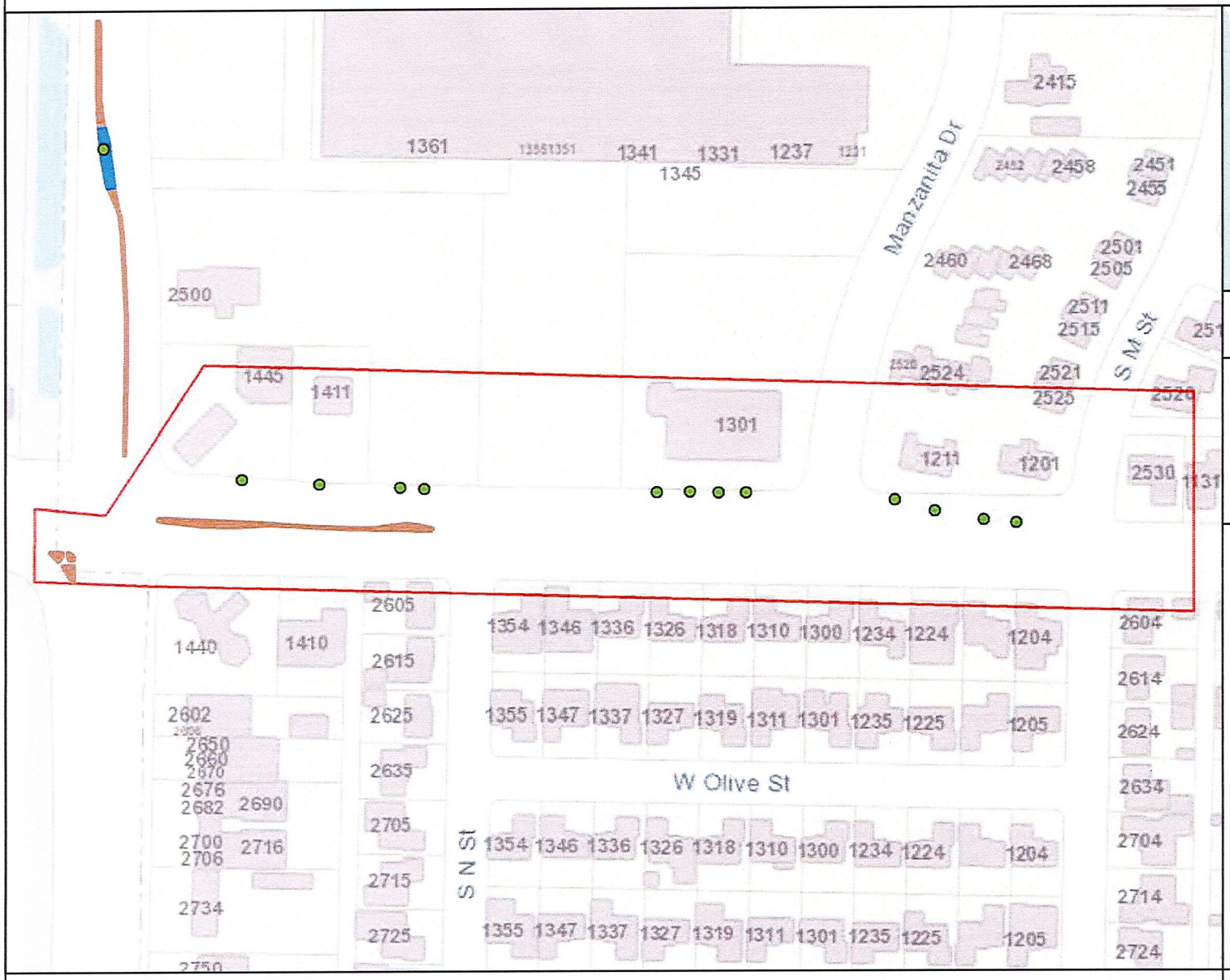
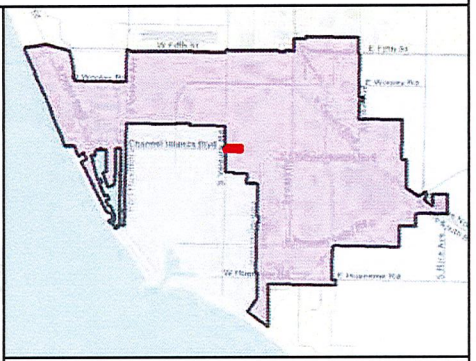
N W E S

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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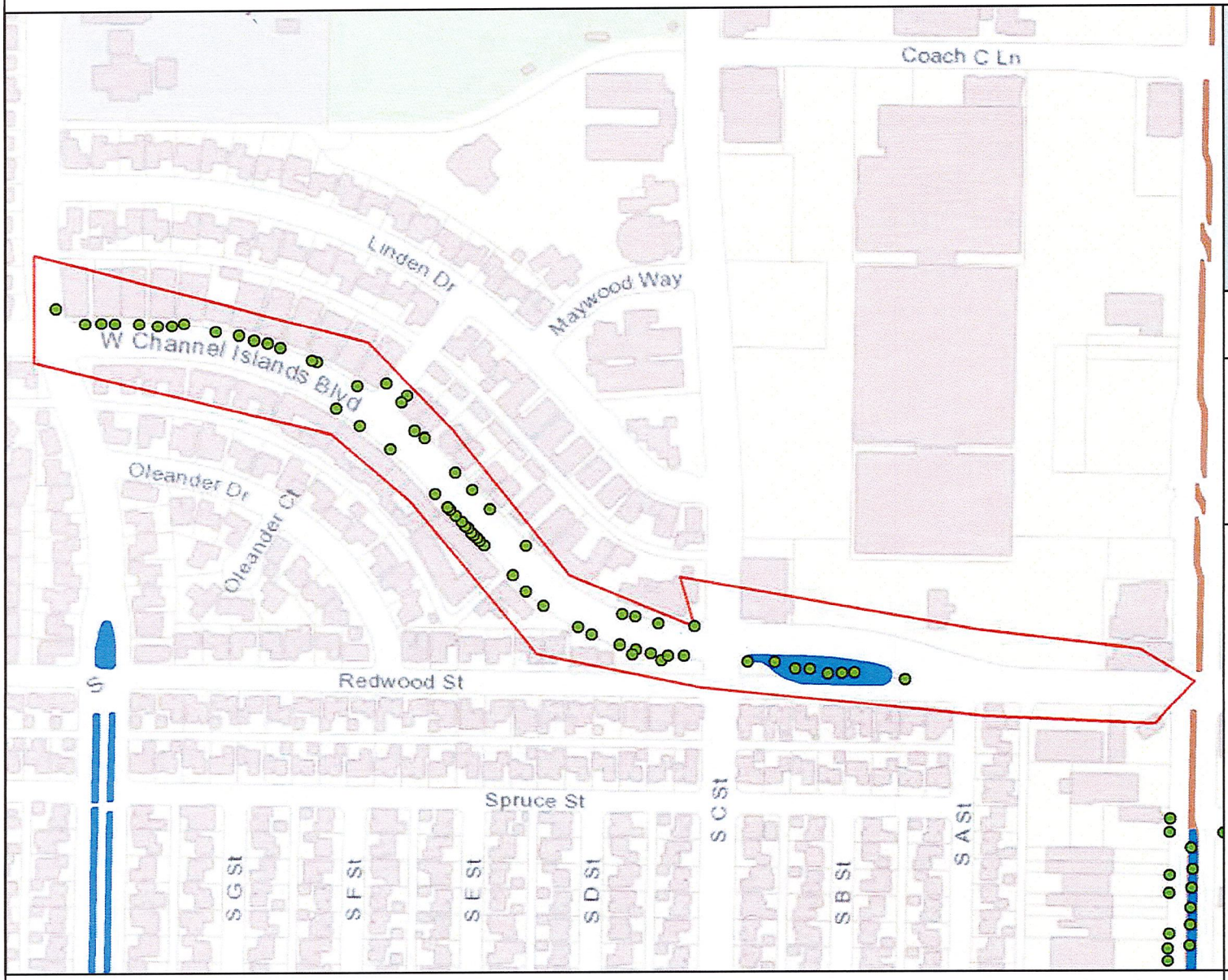
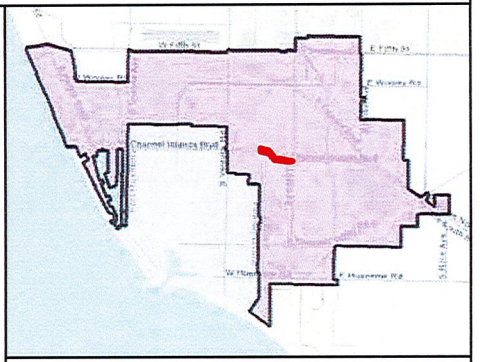
N W E S

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

0 200 400 600 800 1,000 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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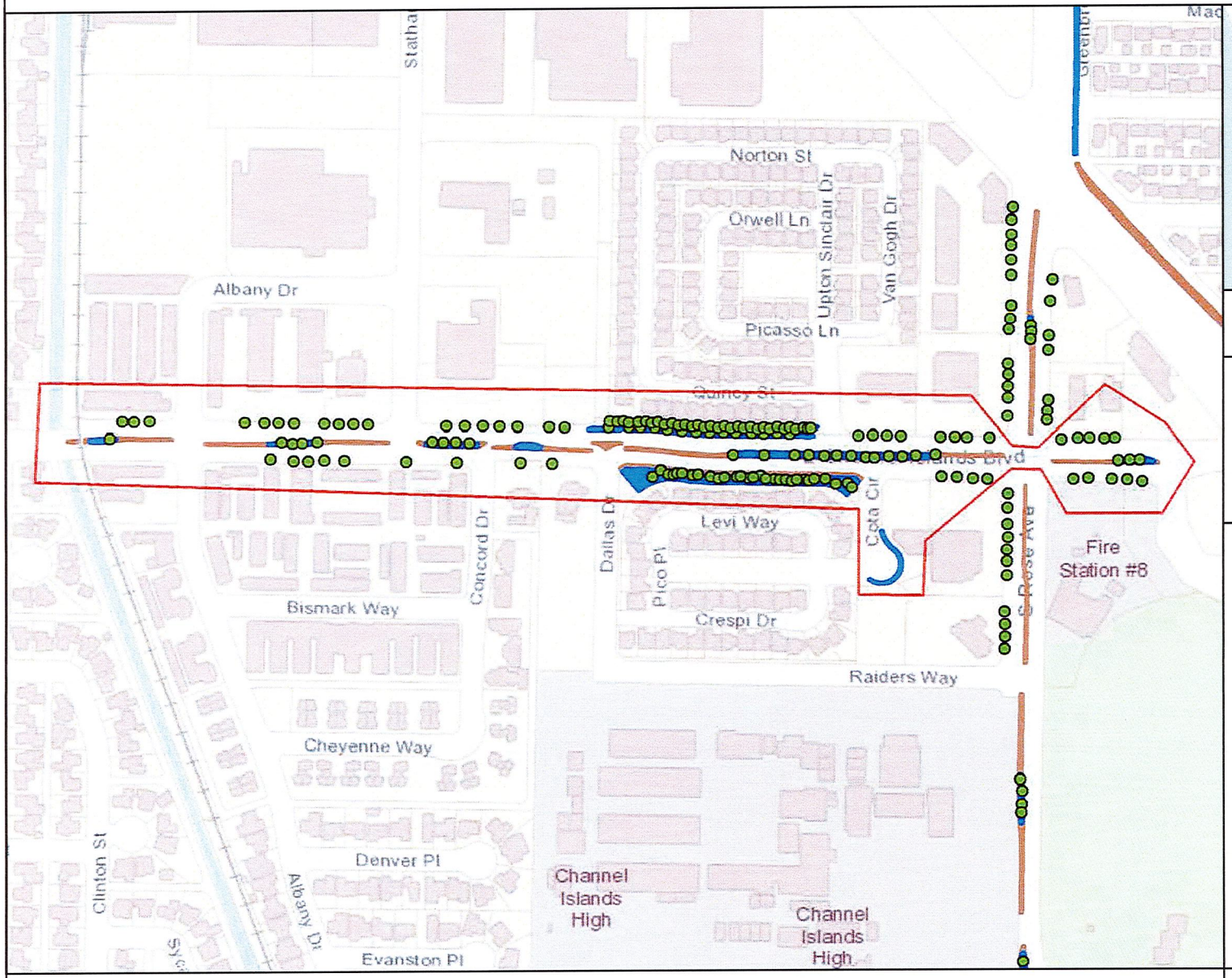
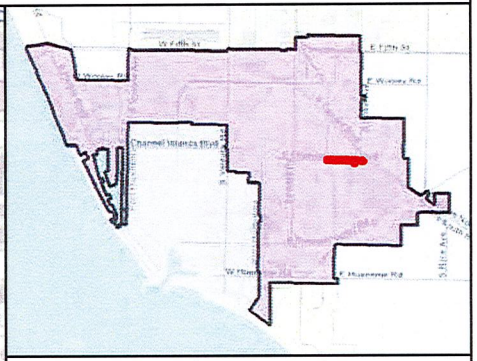
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 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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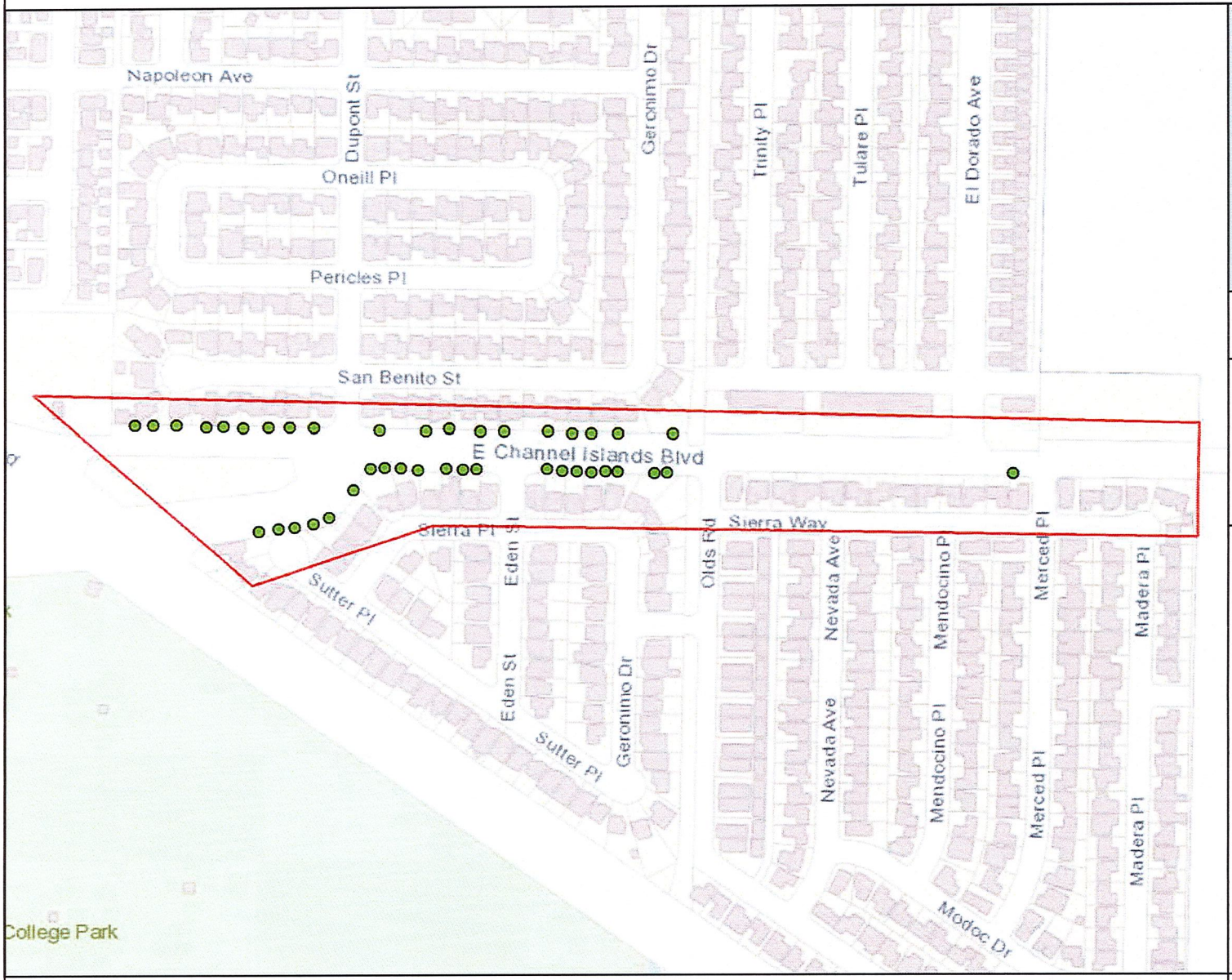
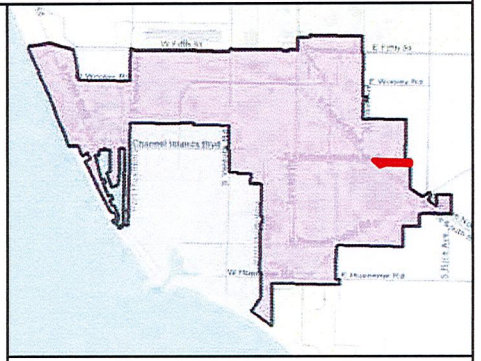
N W E S

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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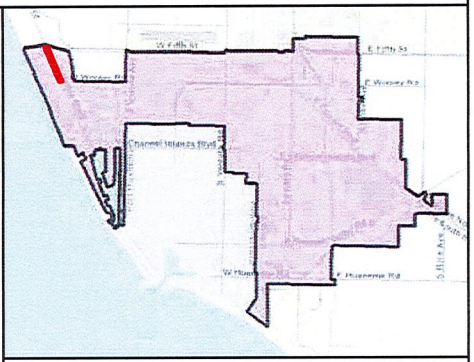
N W E S

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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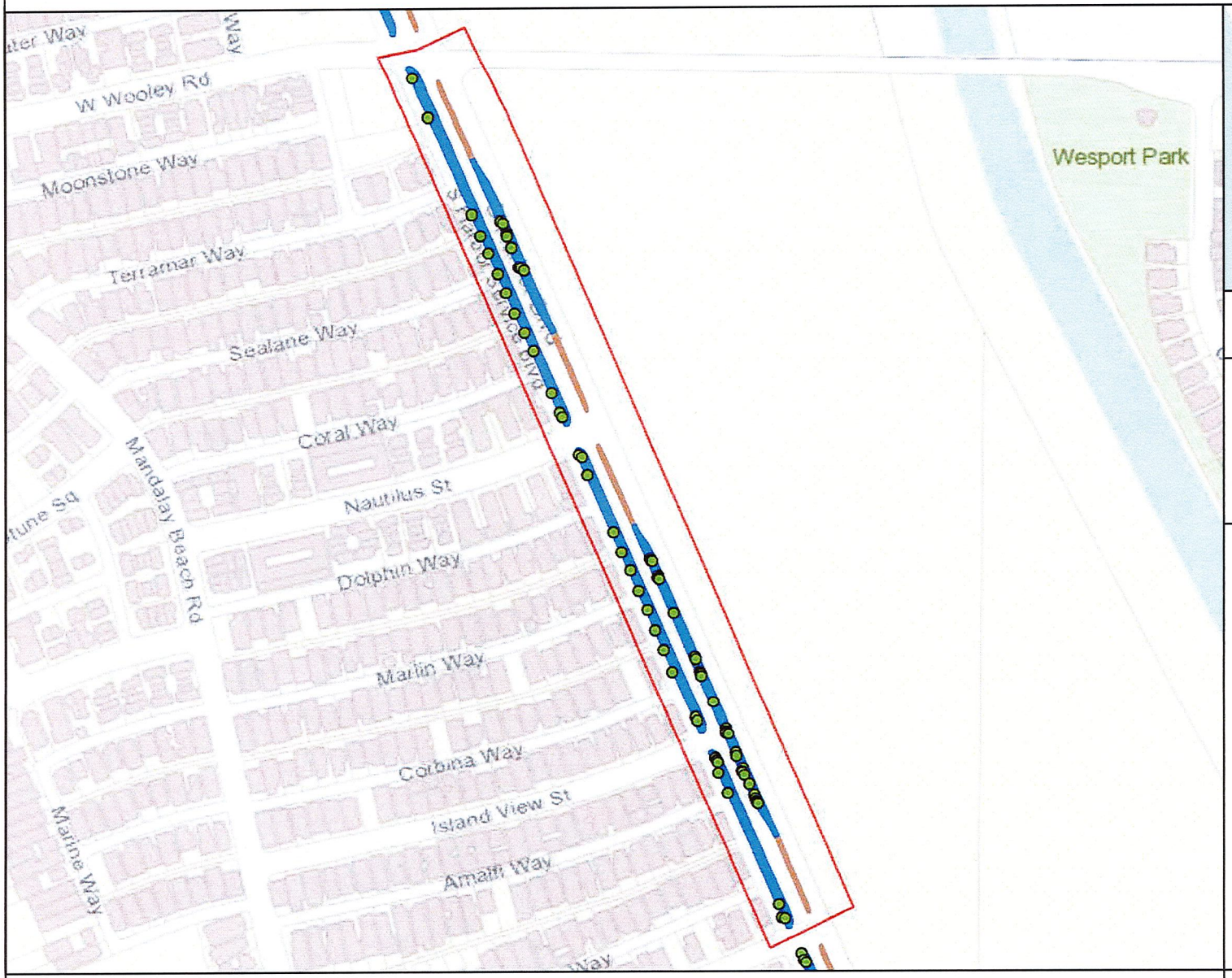
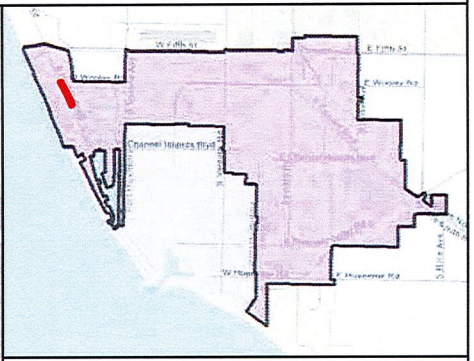
N W E S

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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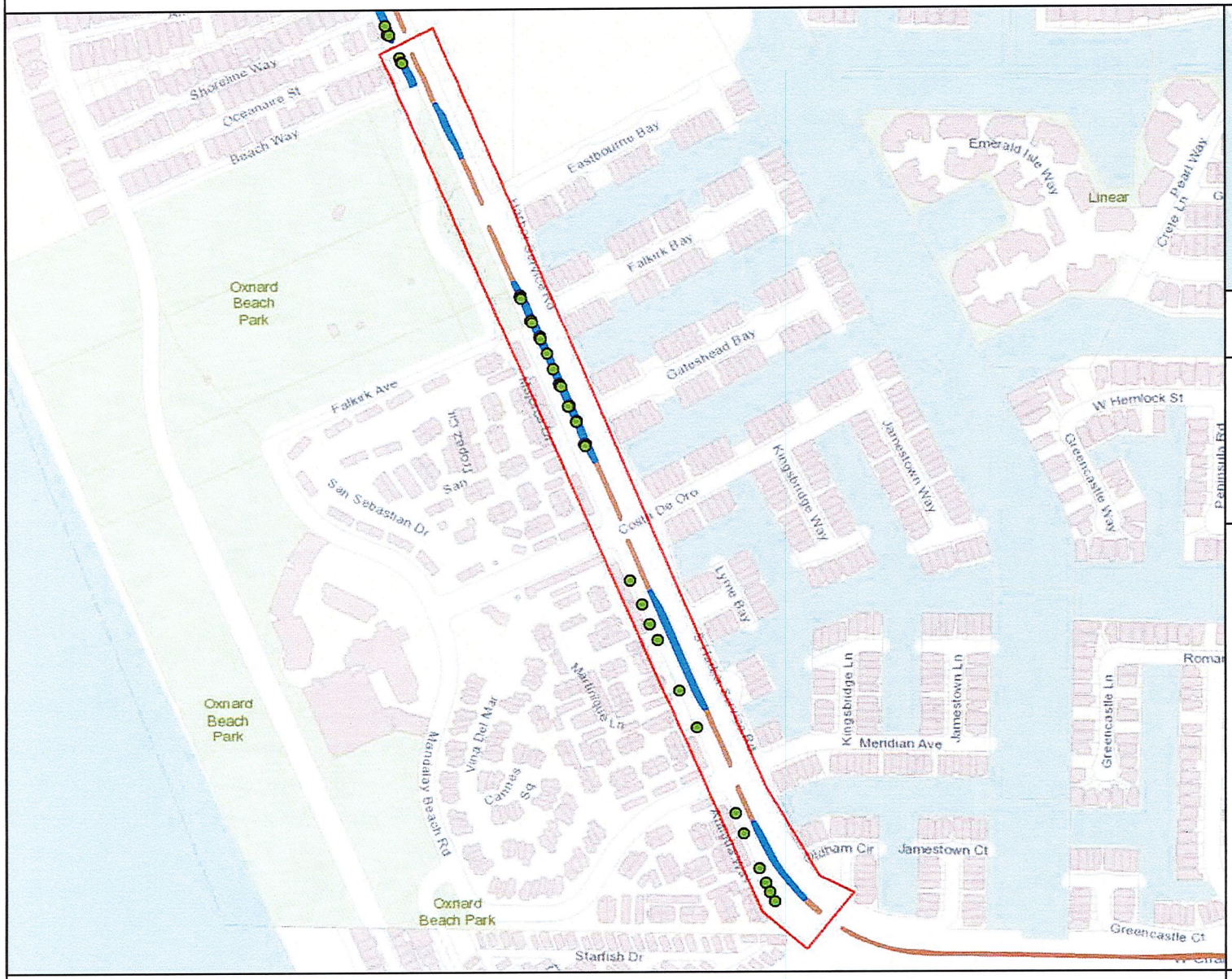
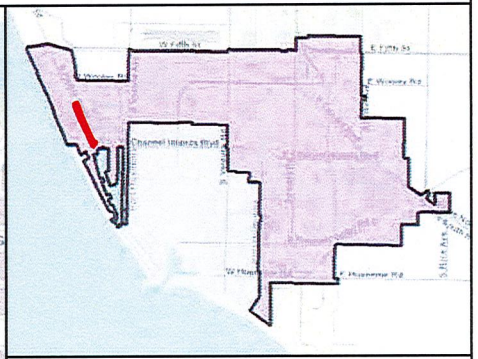
N W E S

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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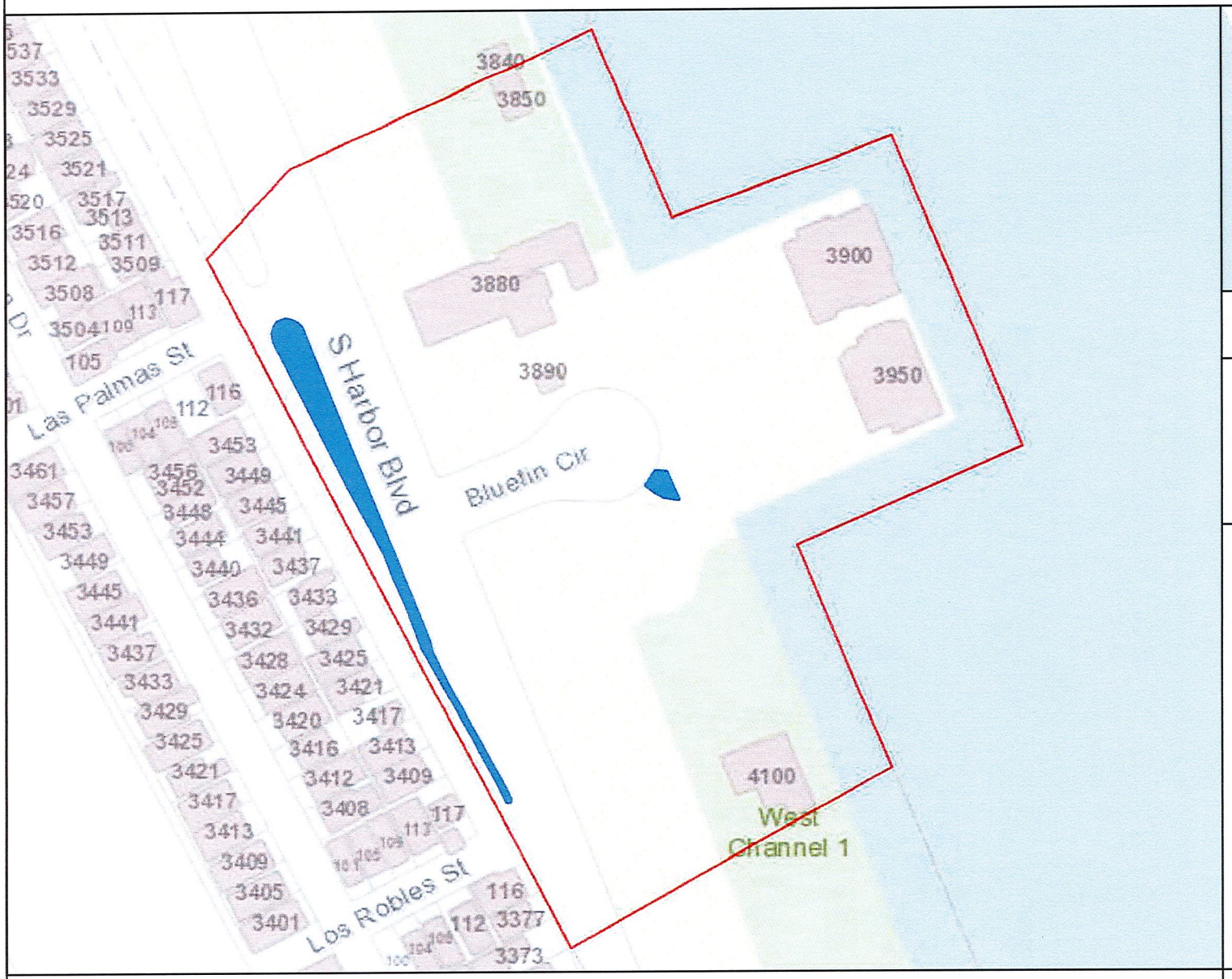
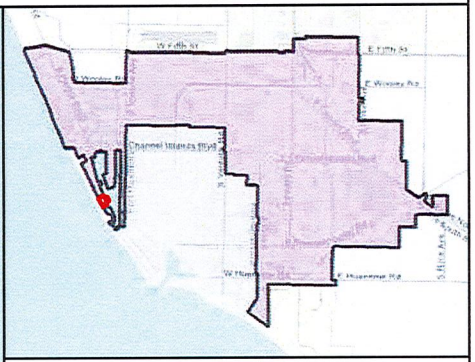
N W E S

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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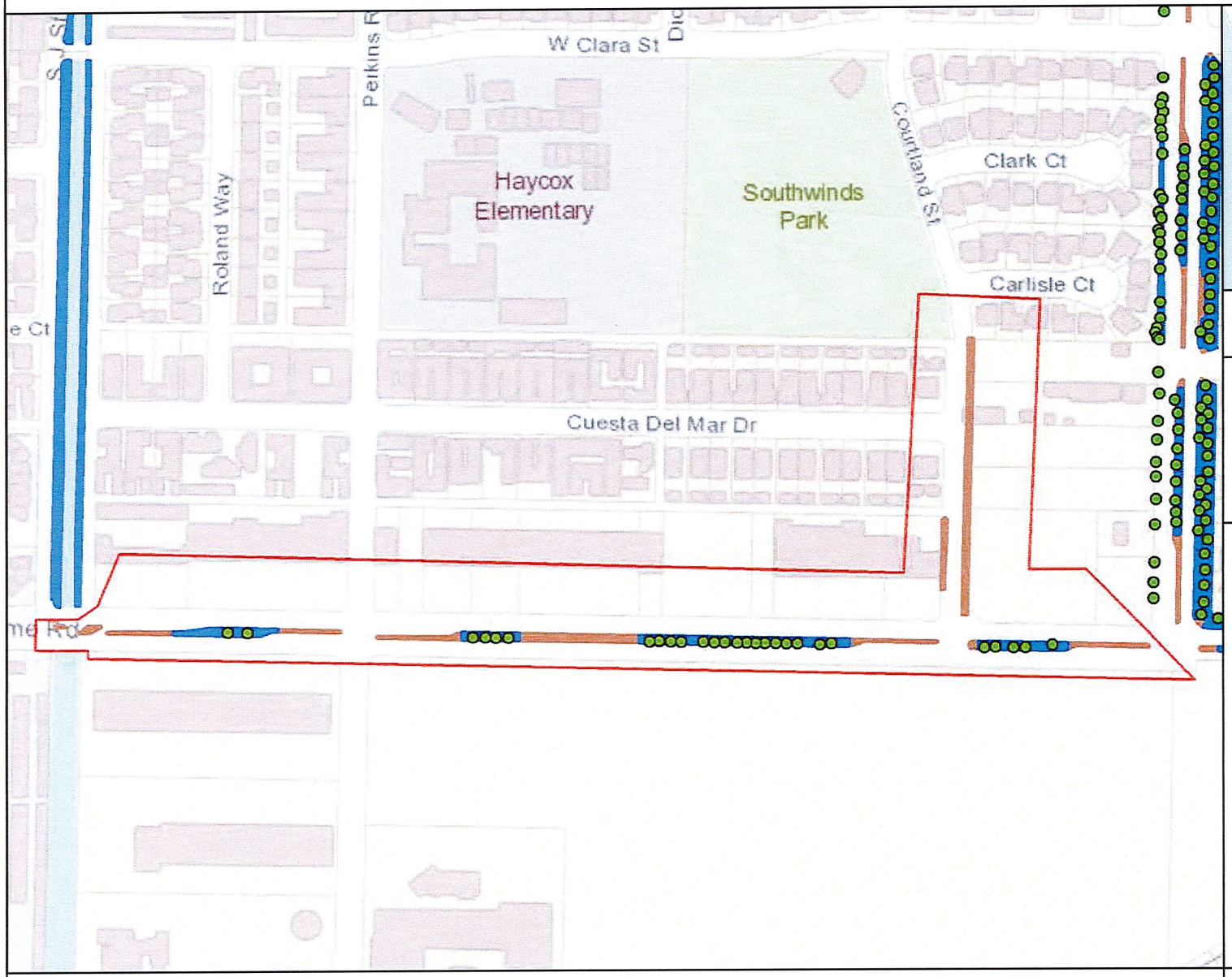
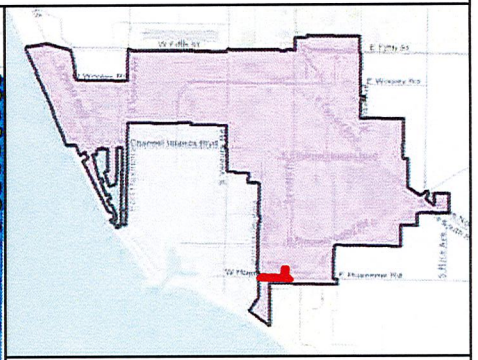
N W E S

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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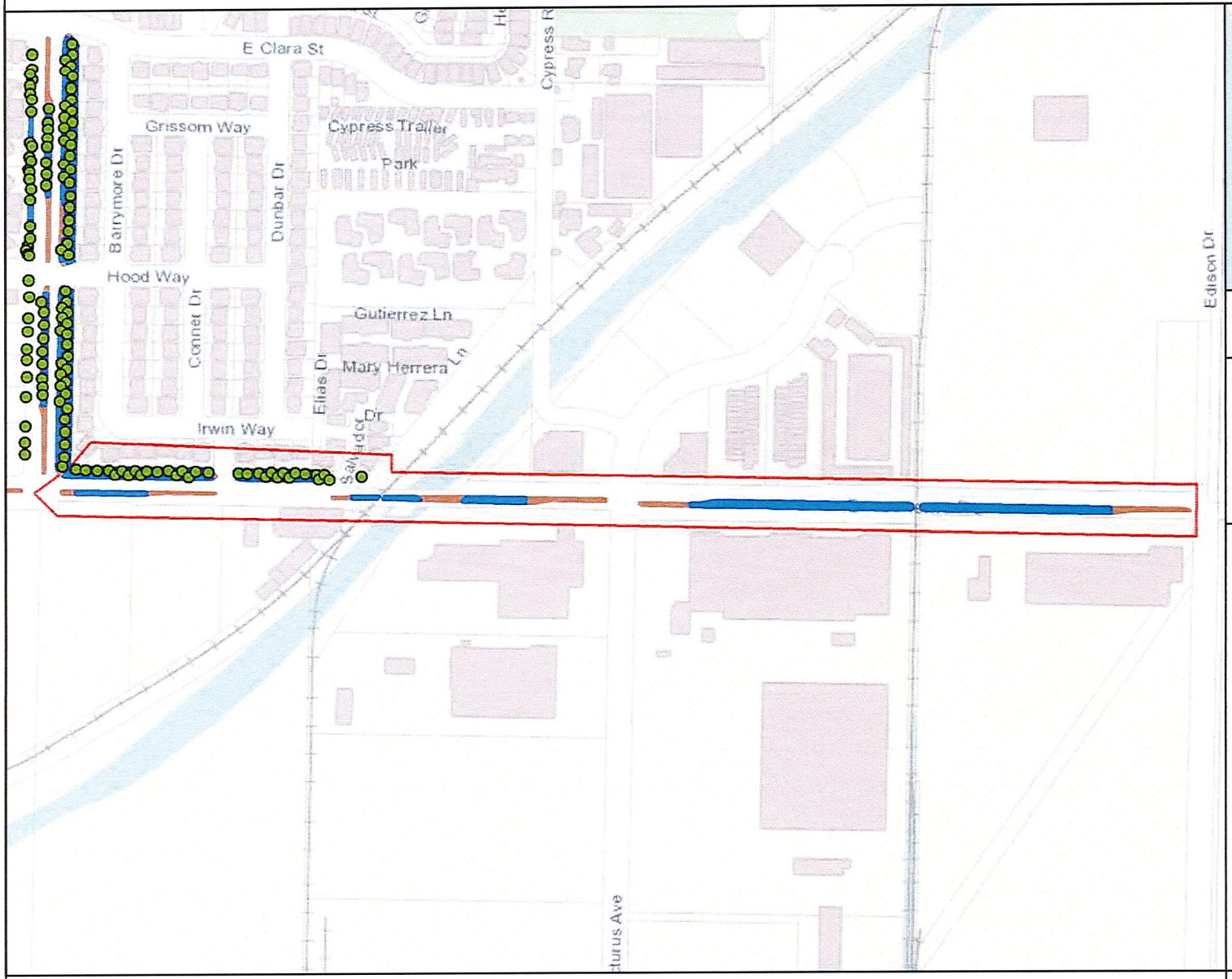
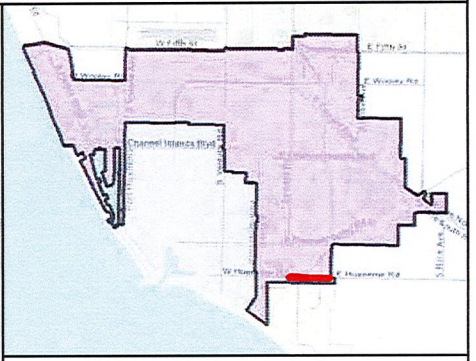
N W E S

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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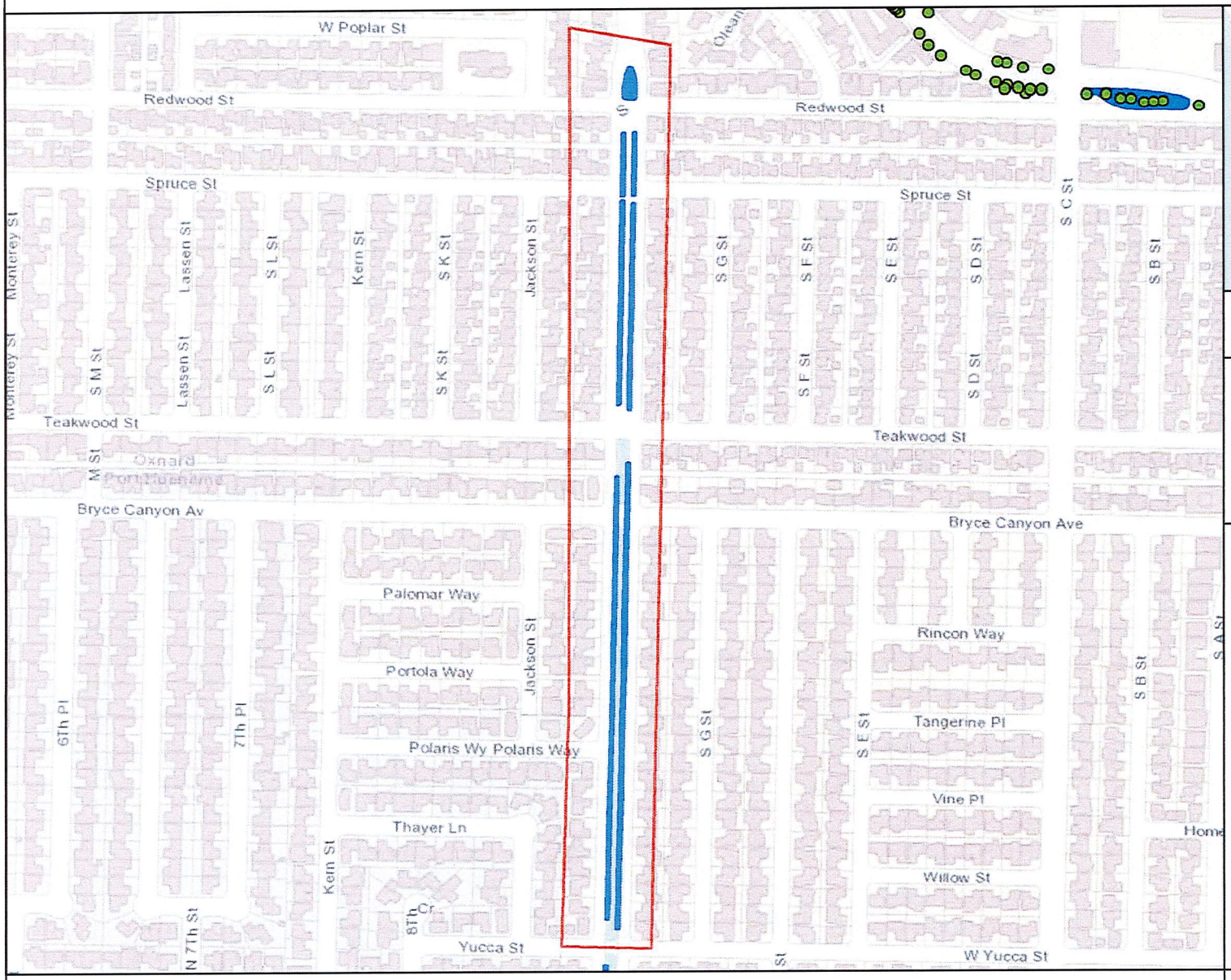
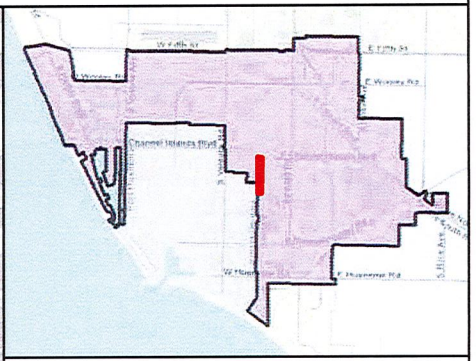
N W E S

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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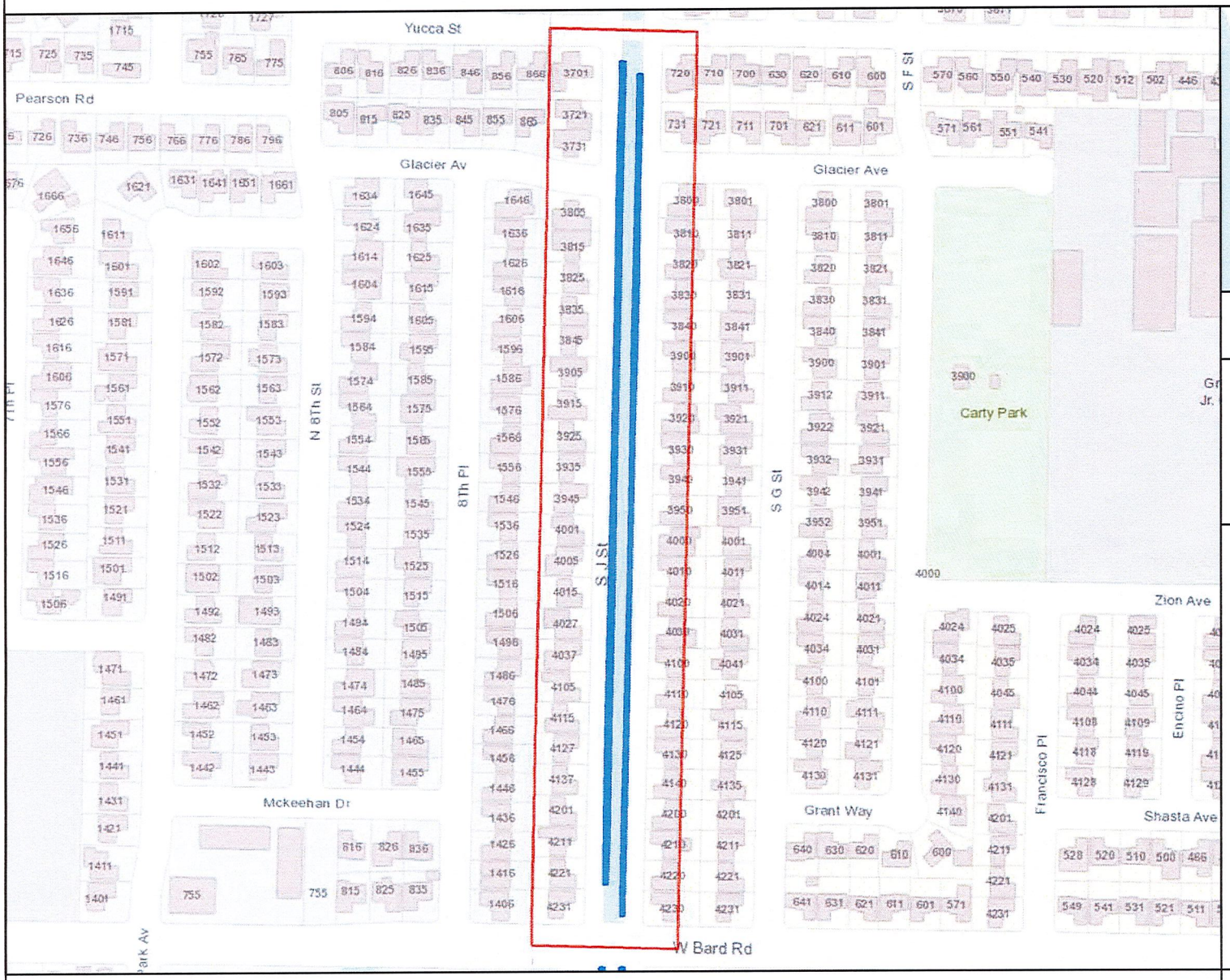
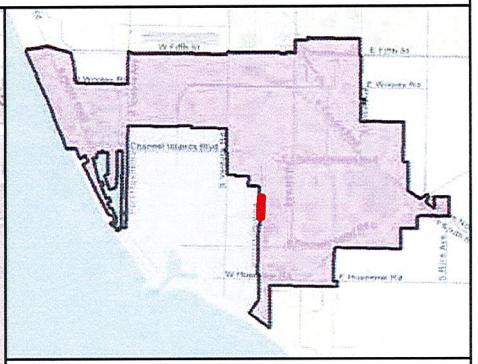
N W E S

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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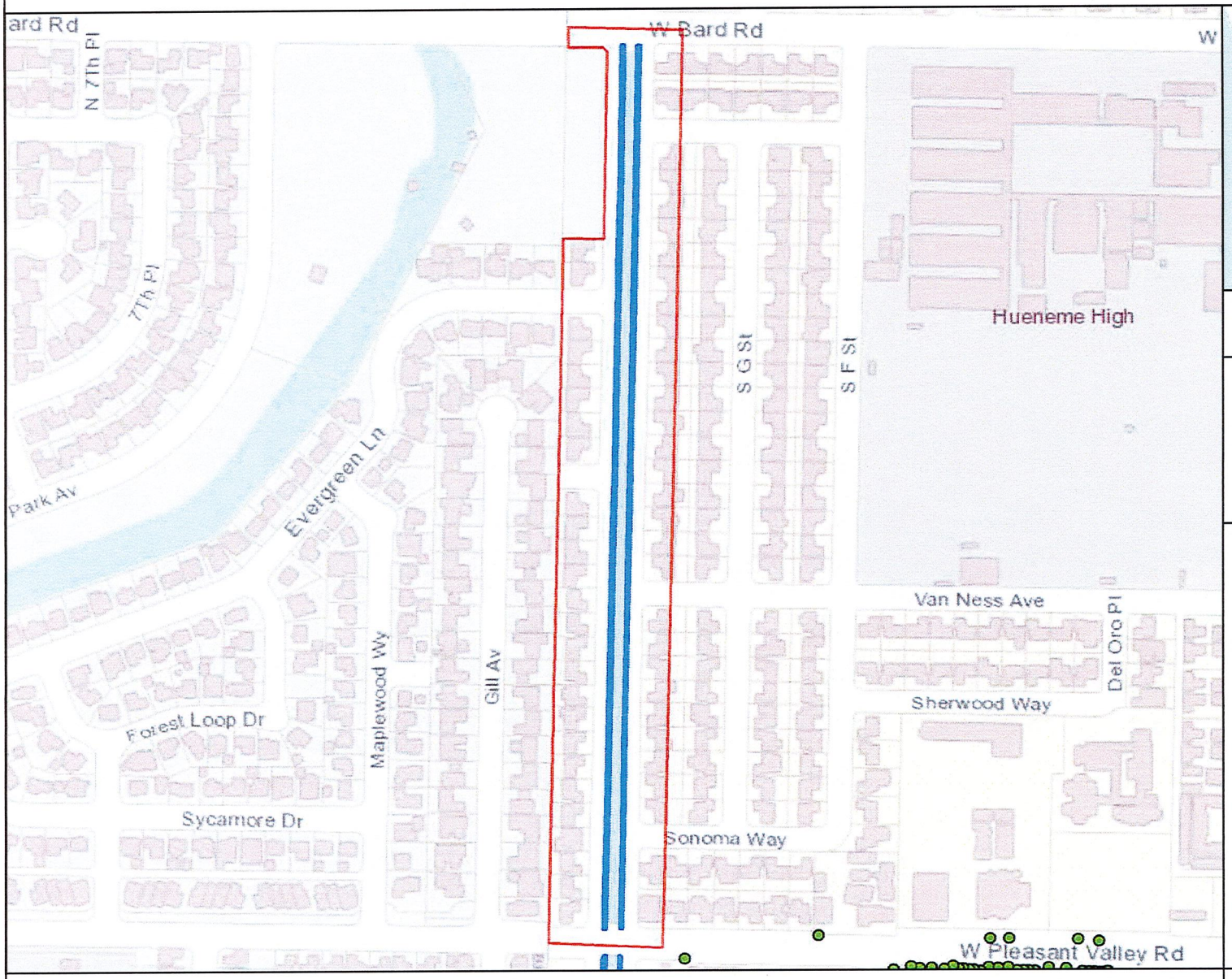
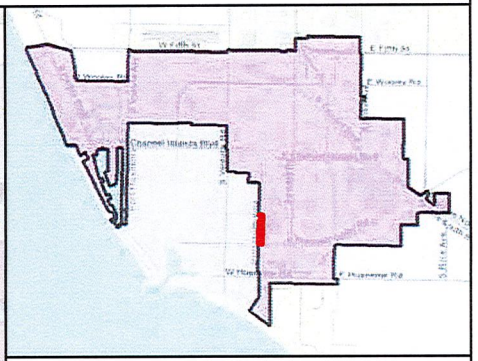
N W E S

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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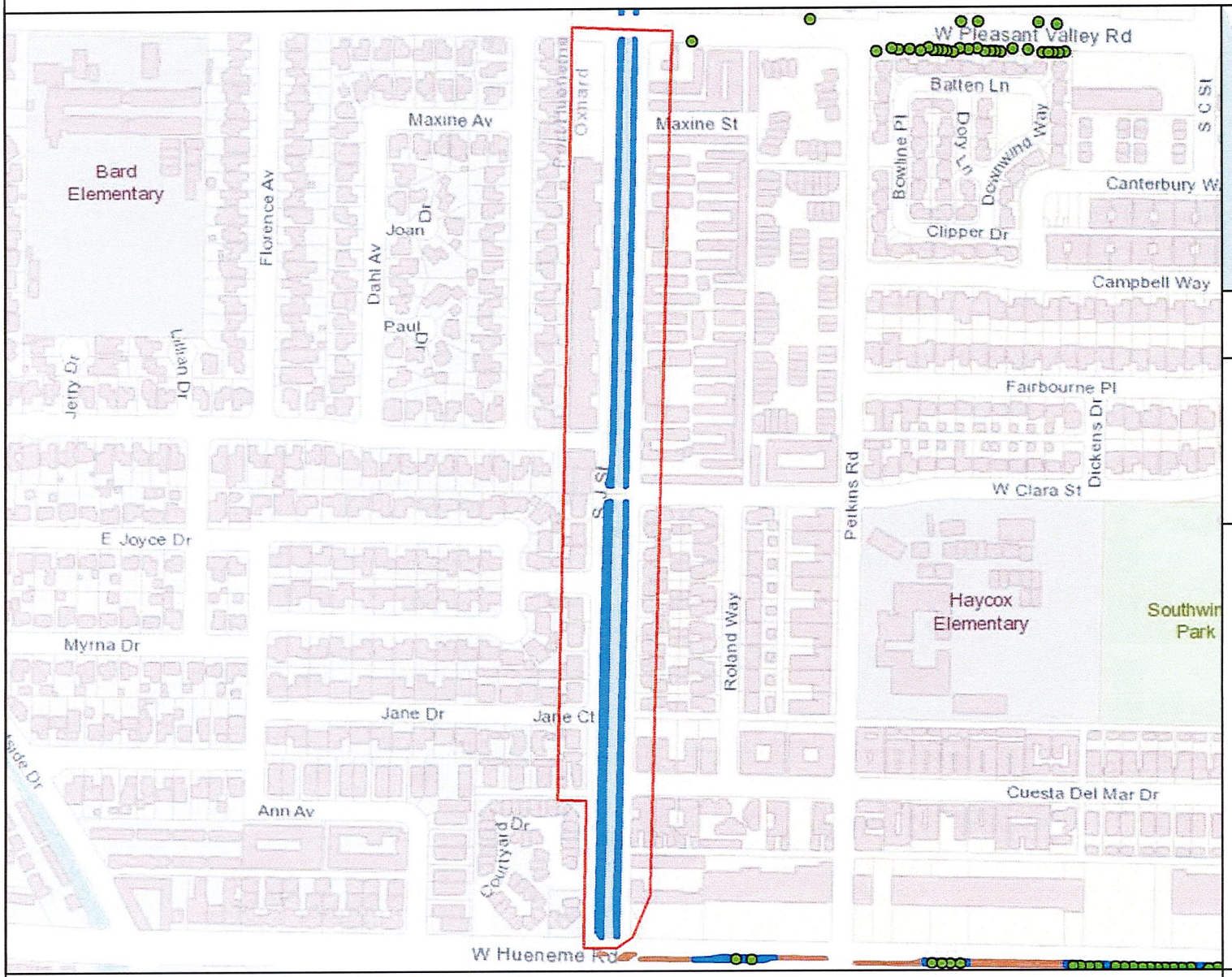
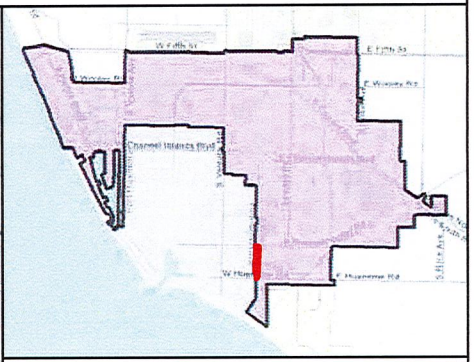
N W E S

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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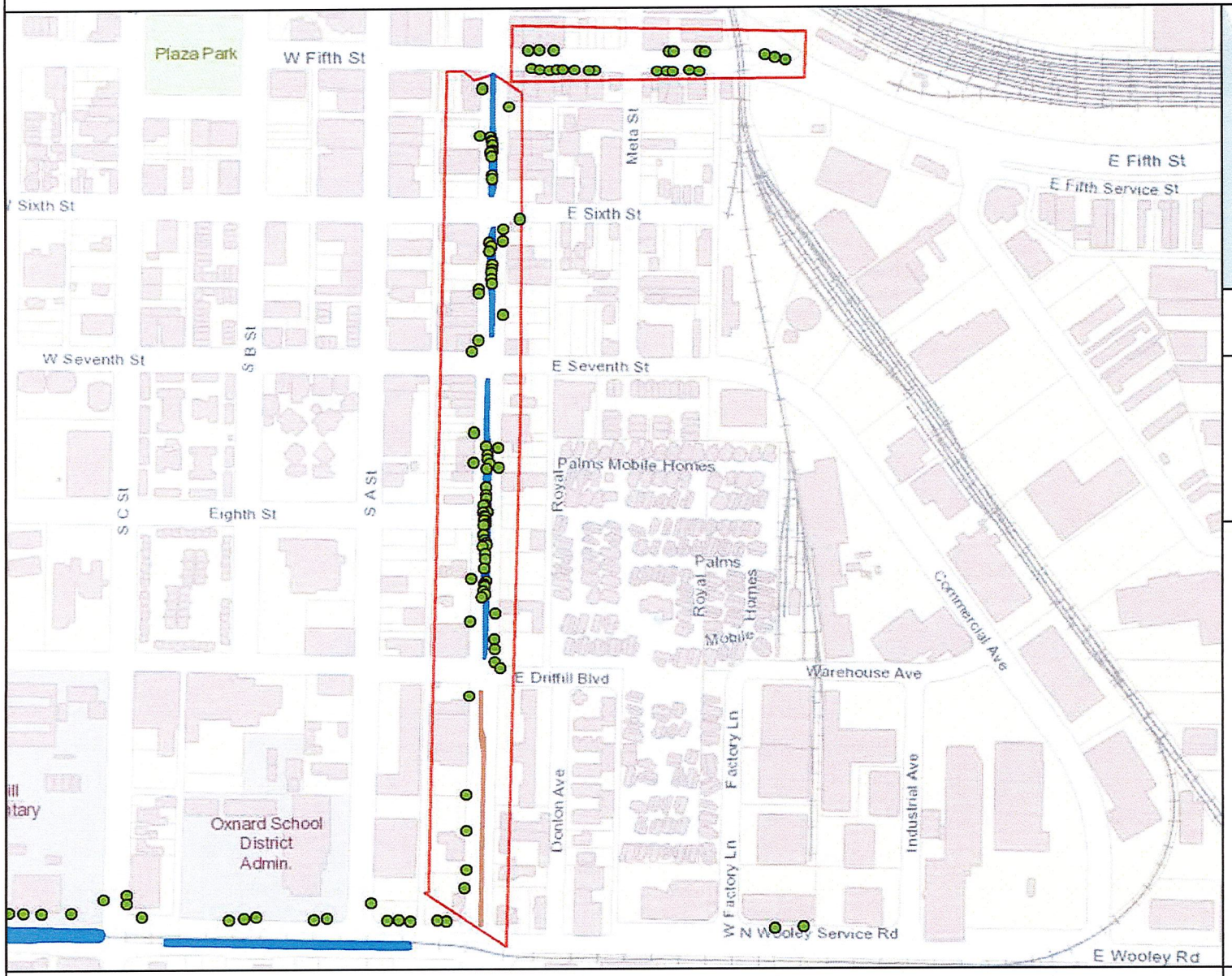
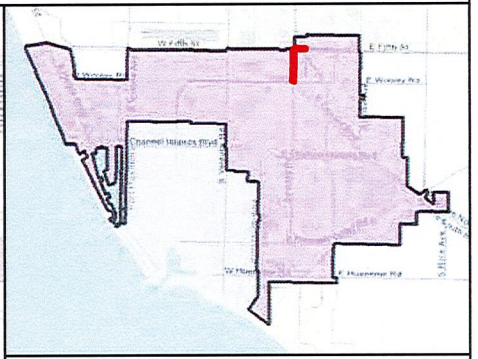
N W E S

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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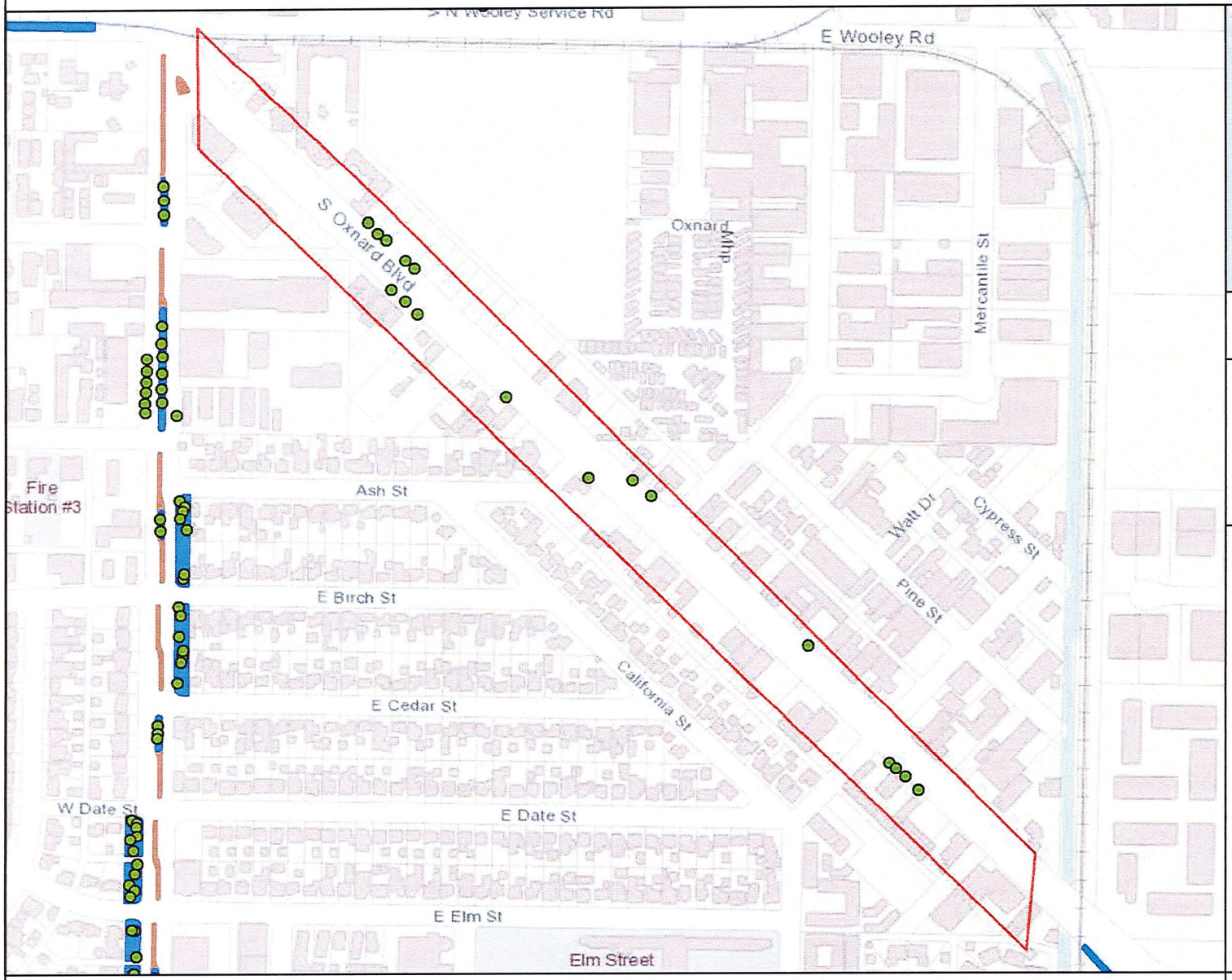
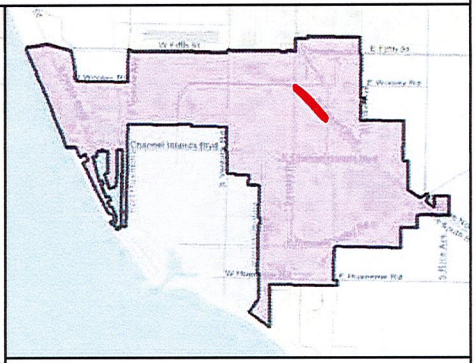
N W E S

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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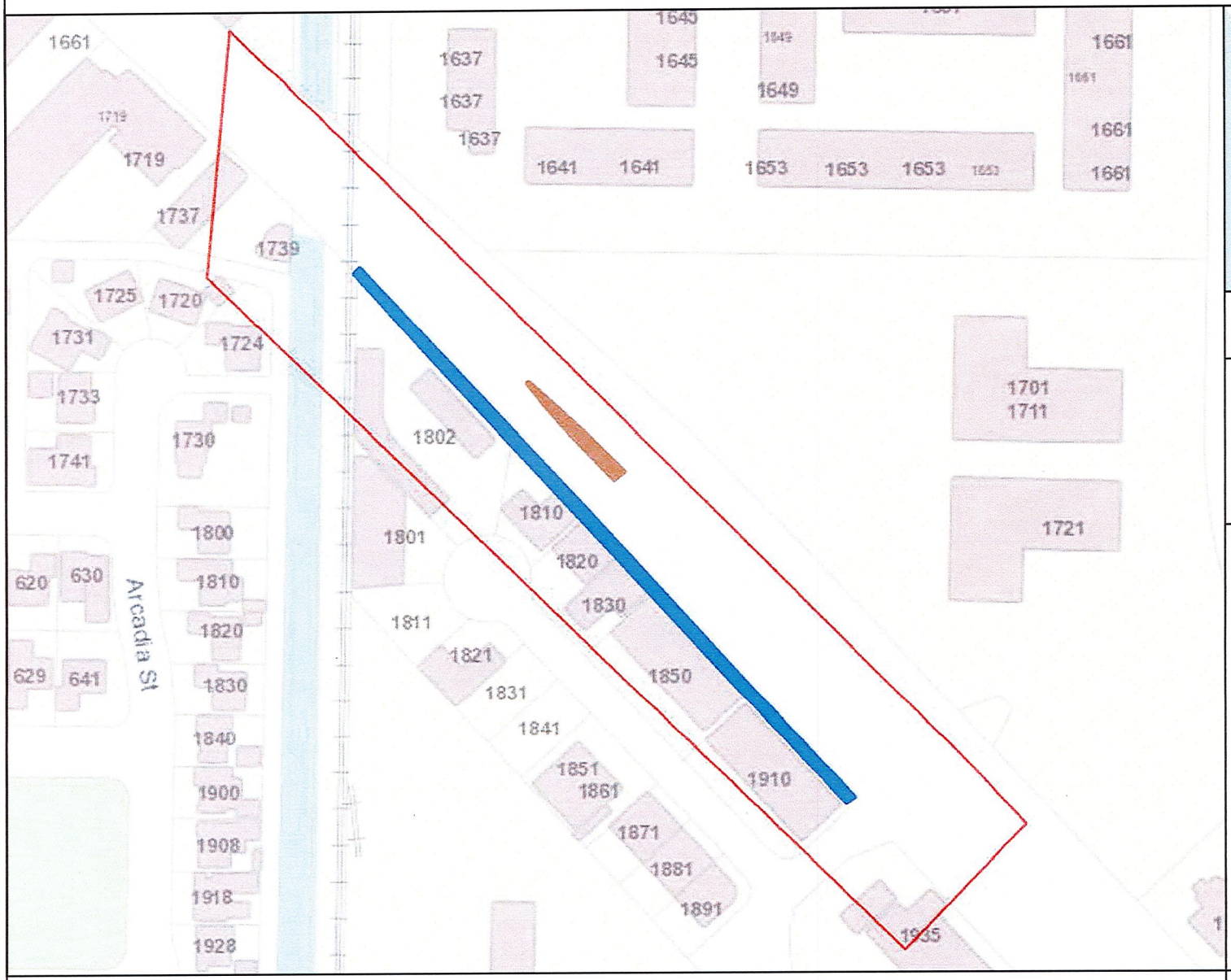
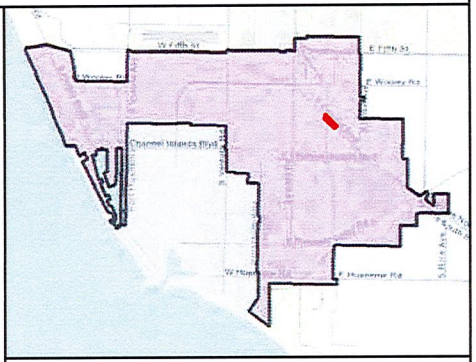
N W E S

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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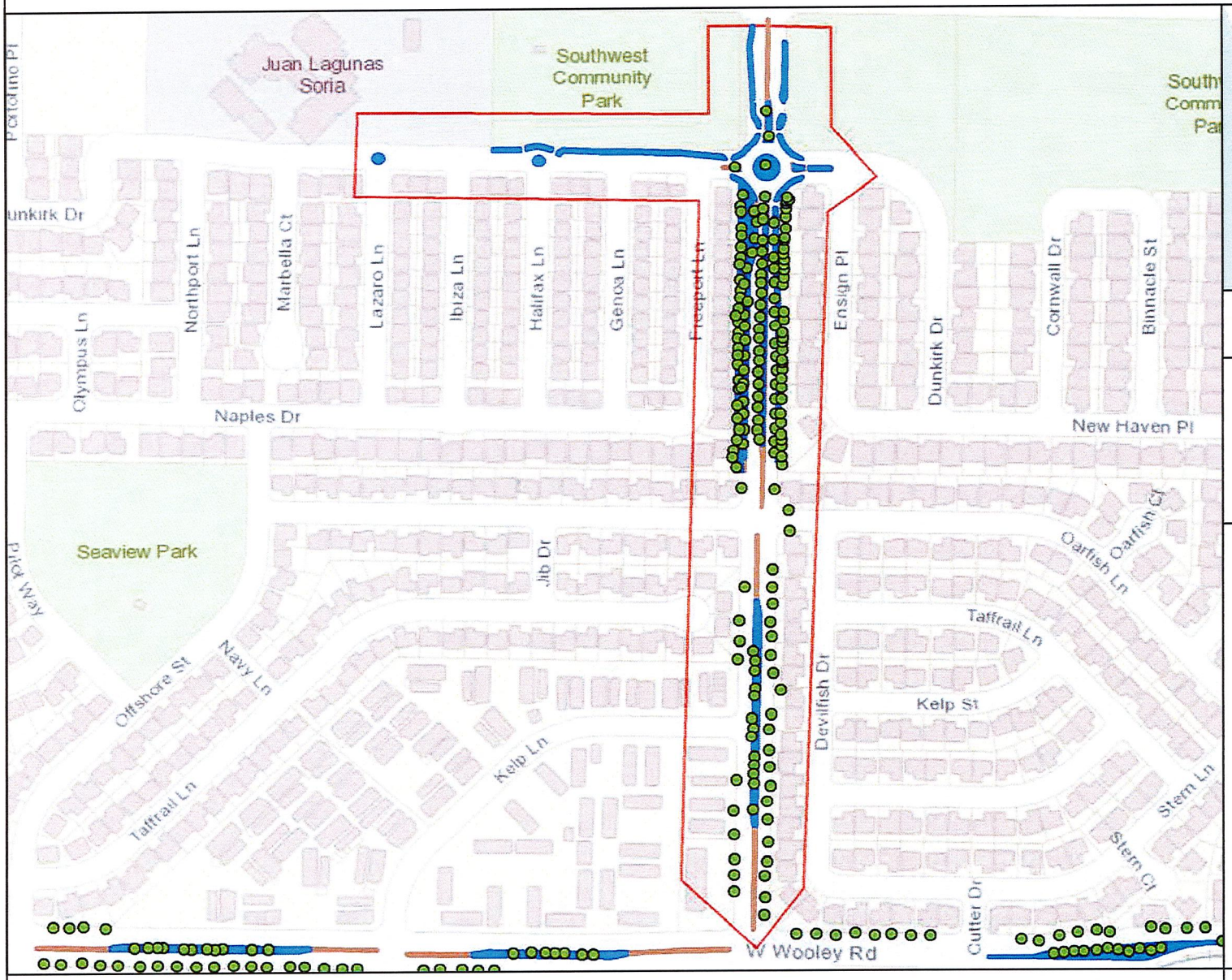
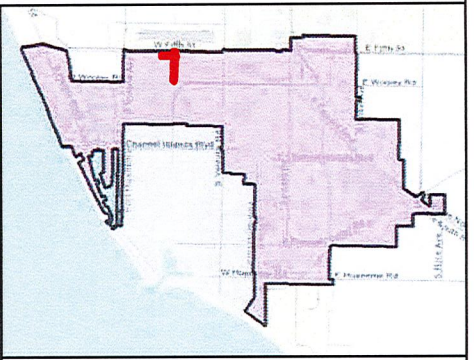
N W E S

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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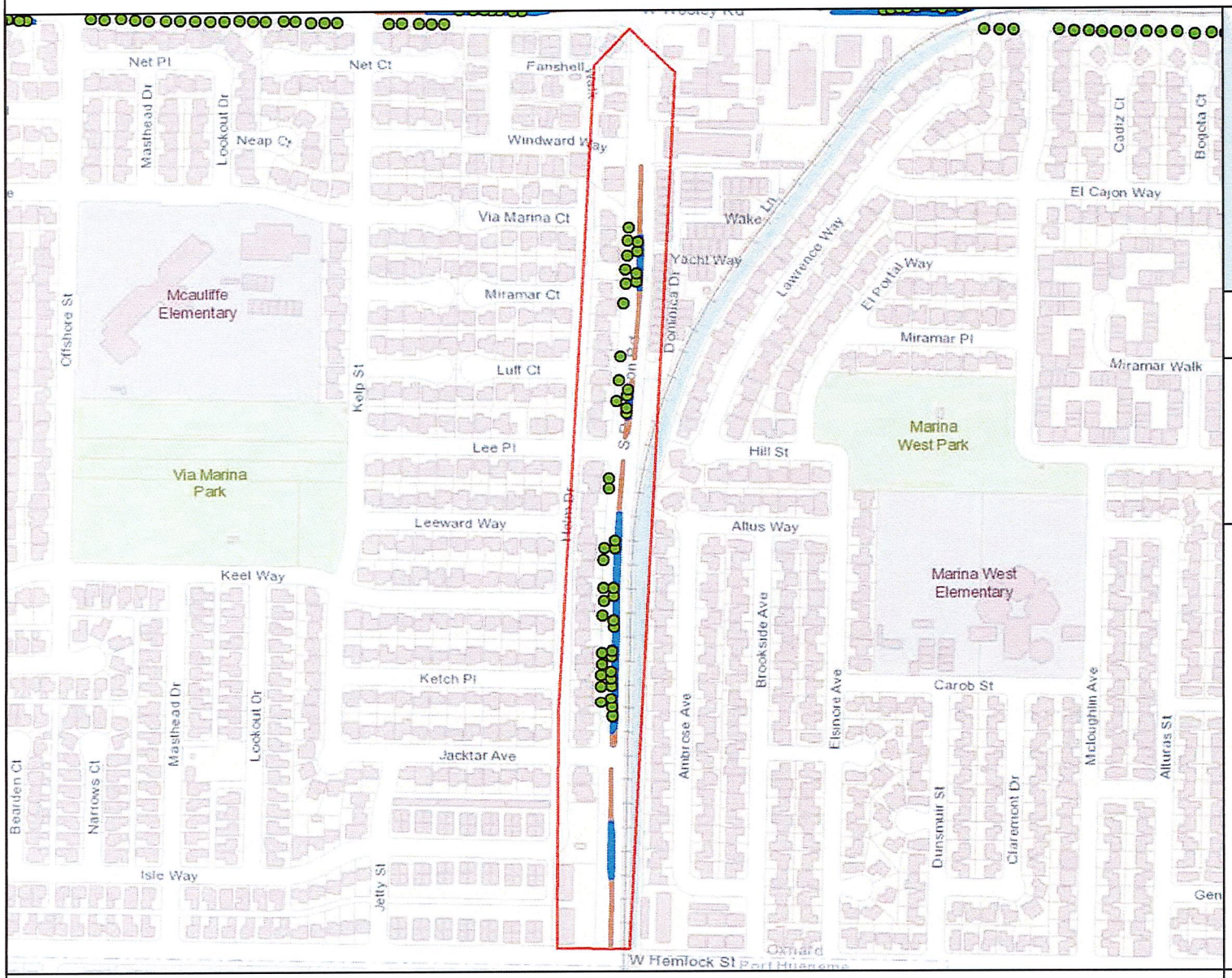
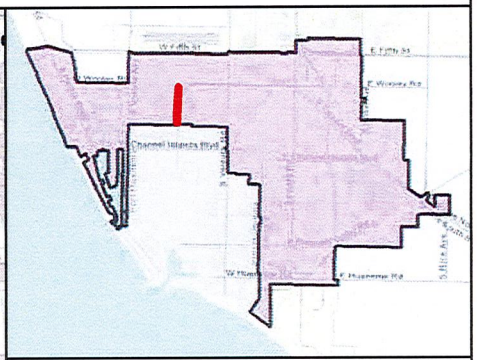
N W E S

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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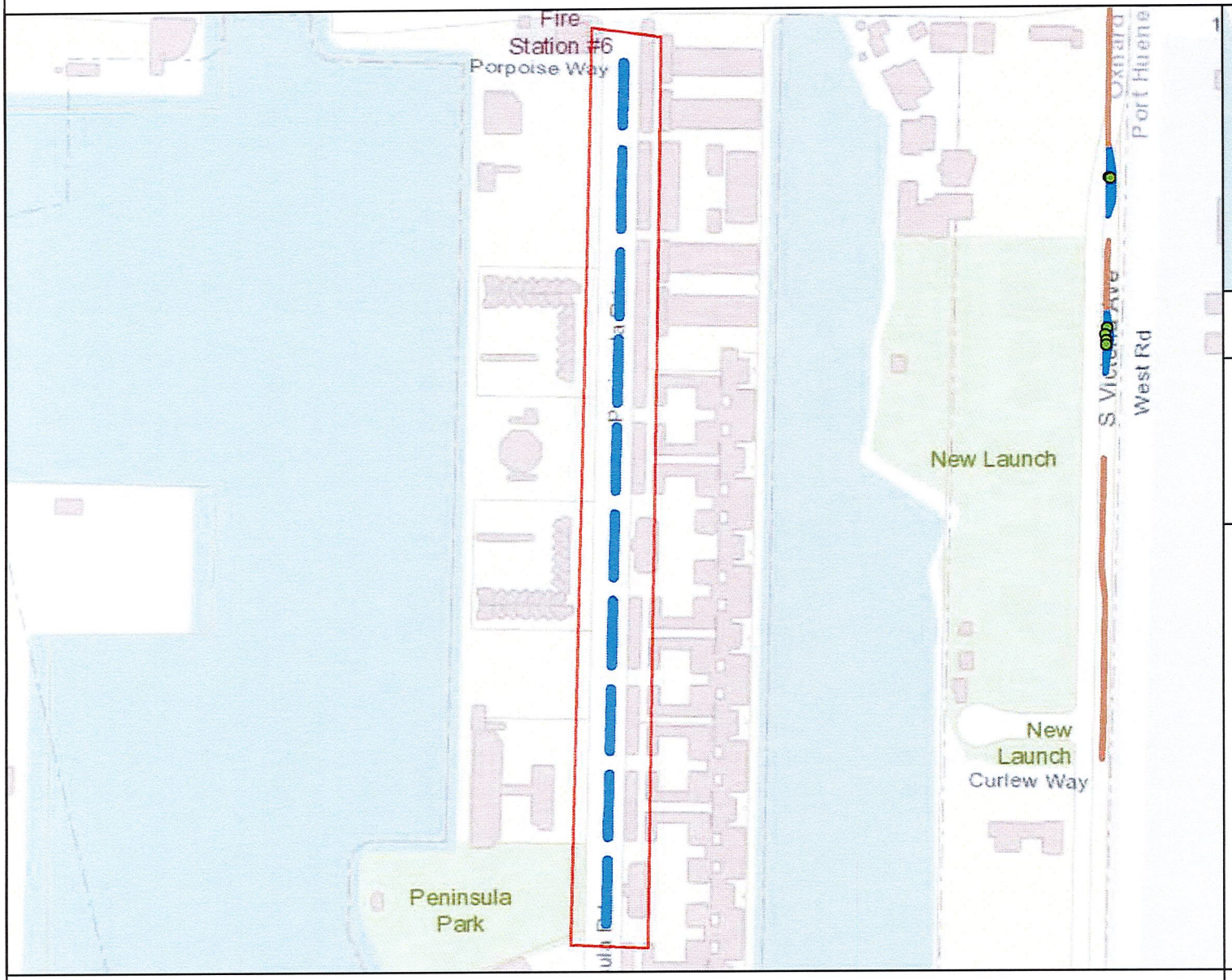
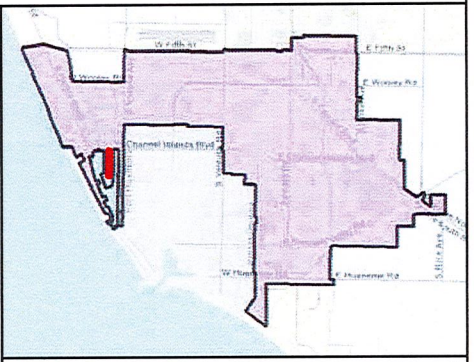
N W E S

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

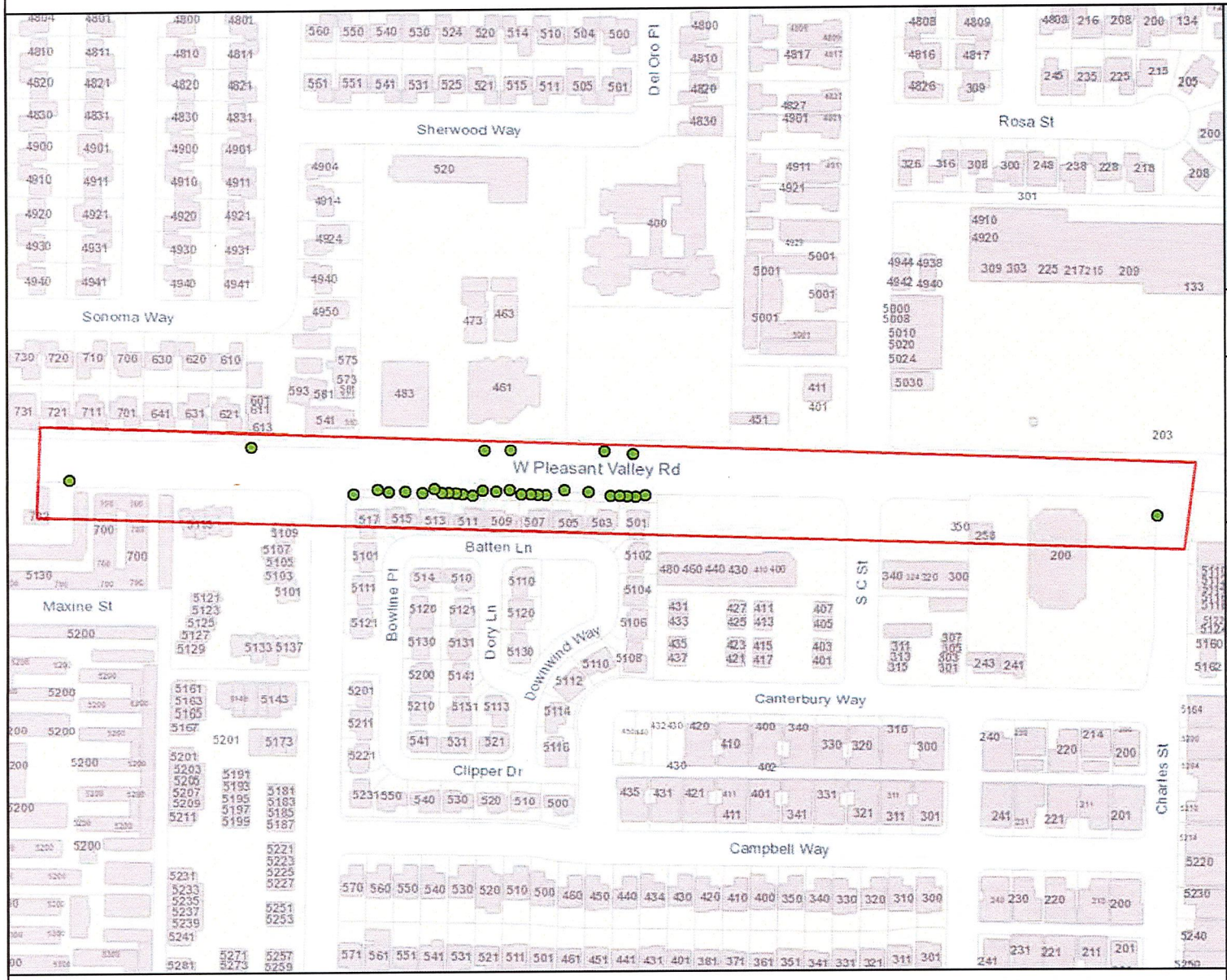
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

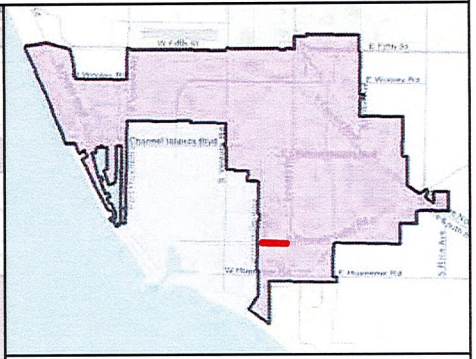
N W E S

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 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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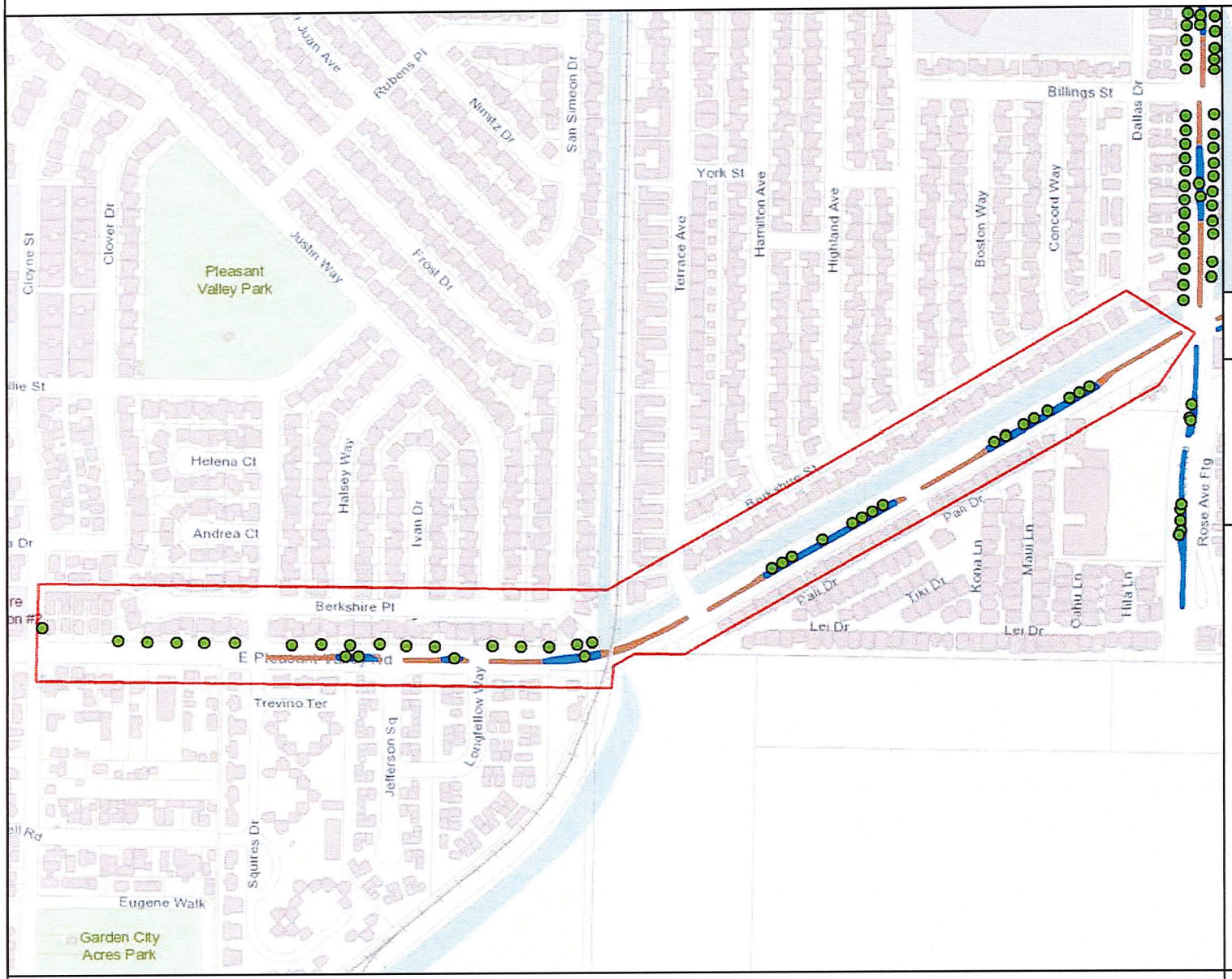
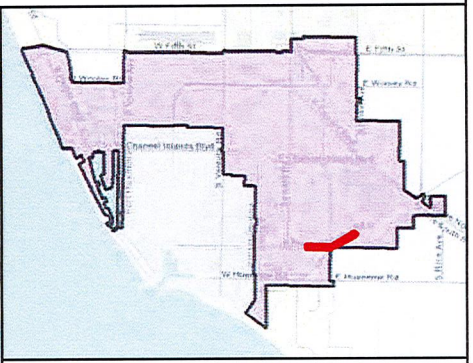
N W E S

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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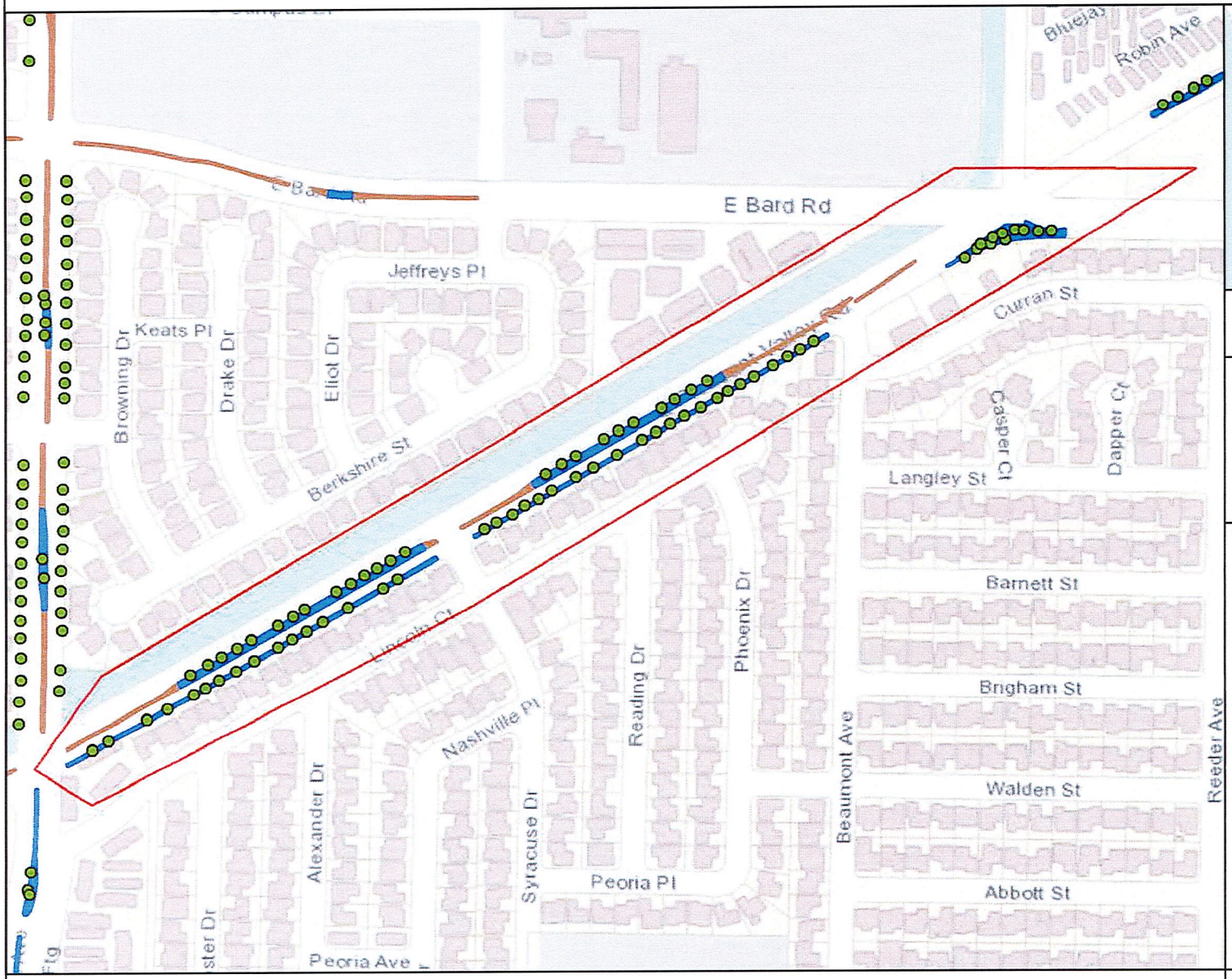
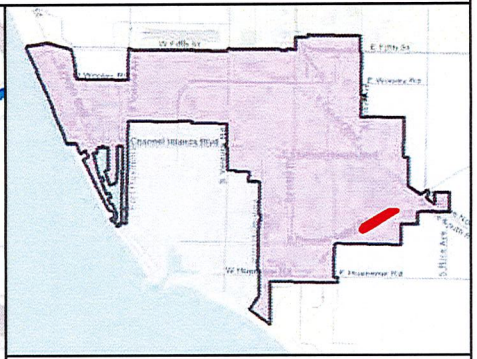
N W E S

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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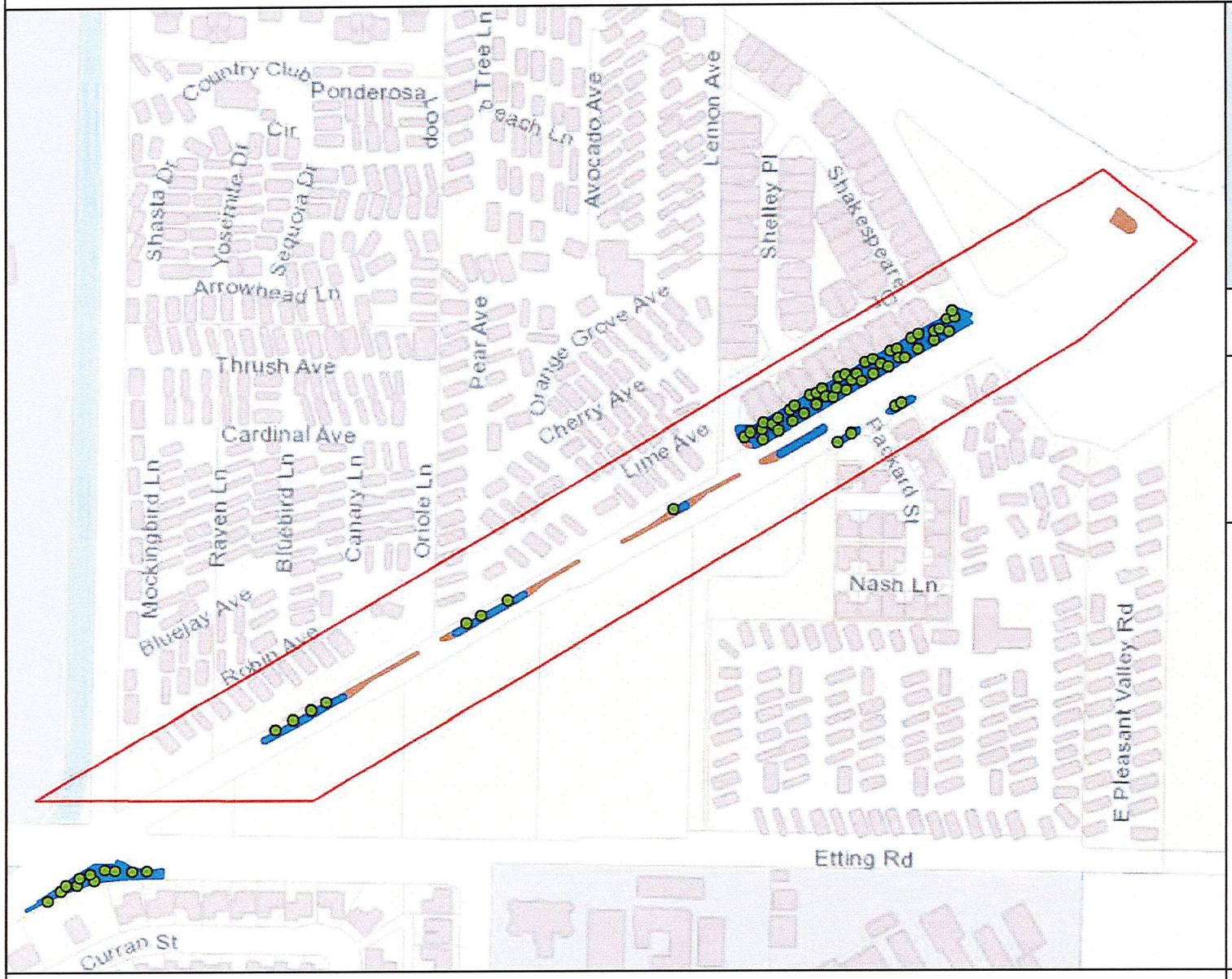
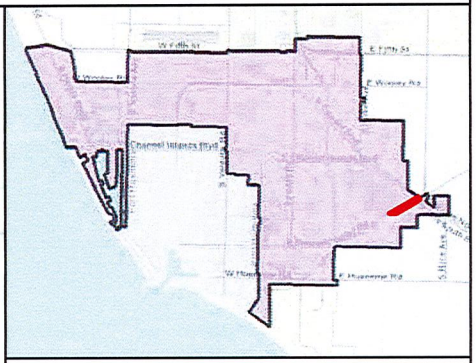
N W E S

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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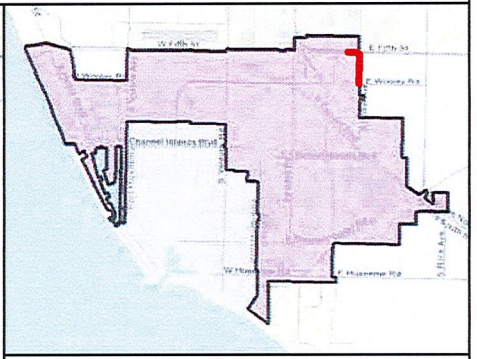
N W E S

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

0 200 400 600 800 1,000 1,200 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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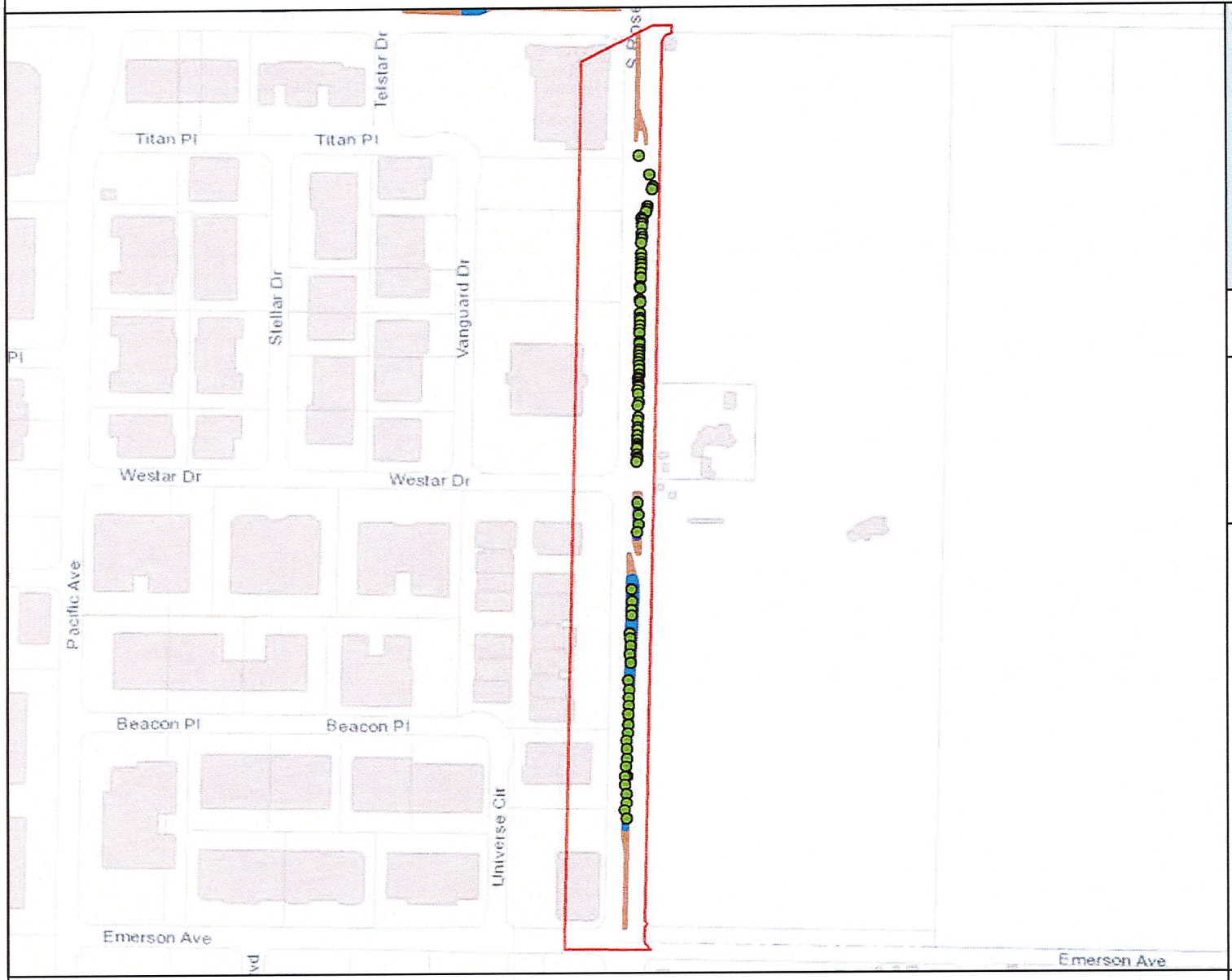
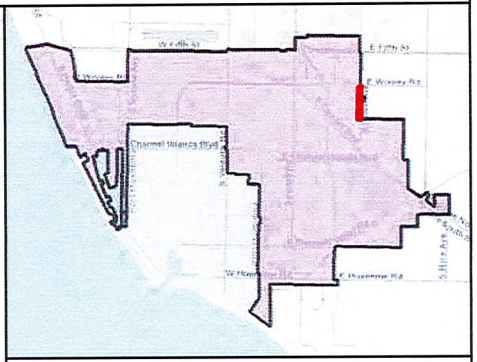
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 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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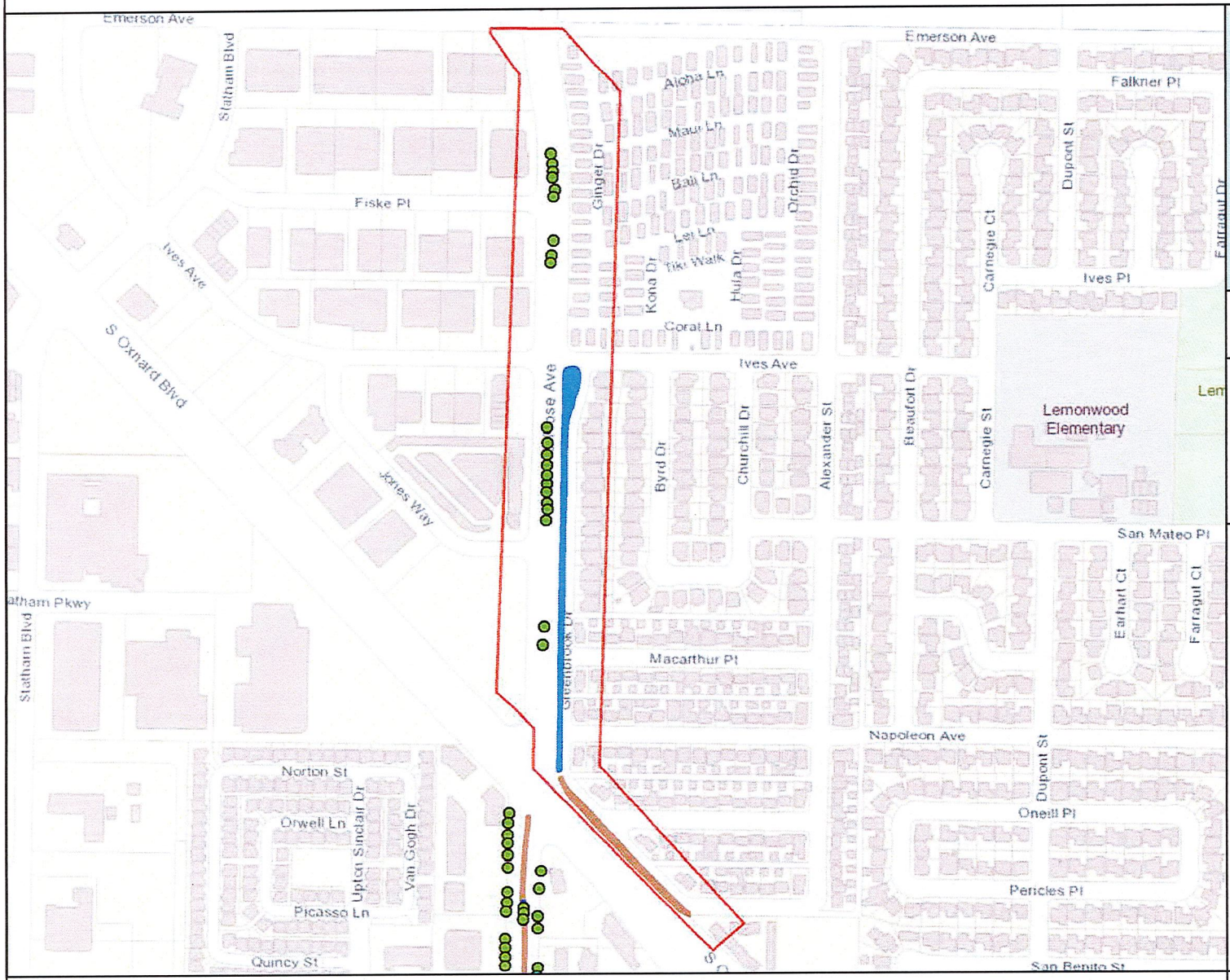
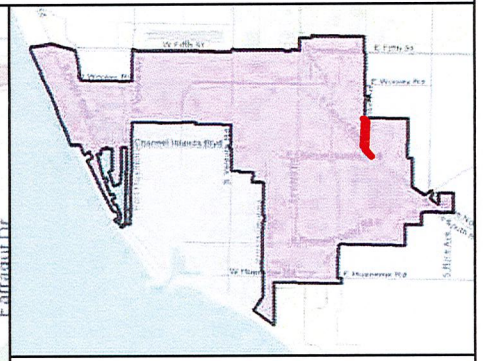
N W E S

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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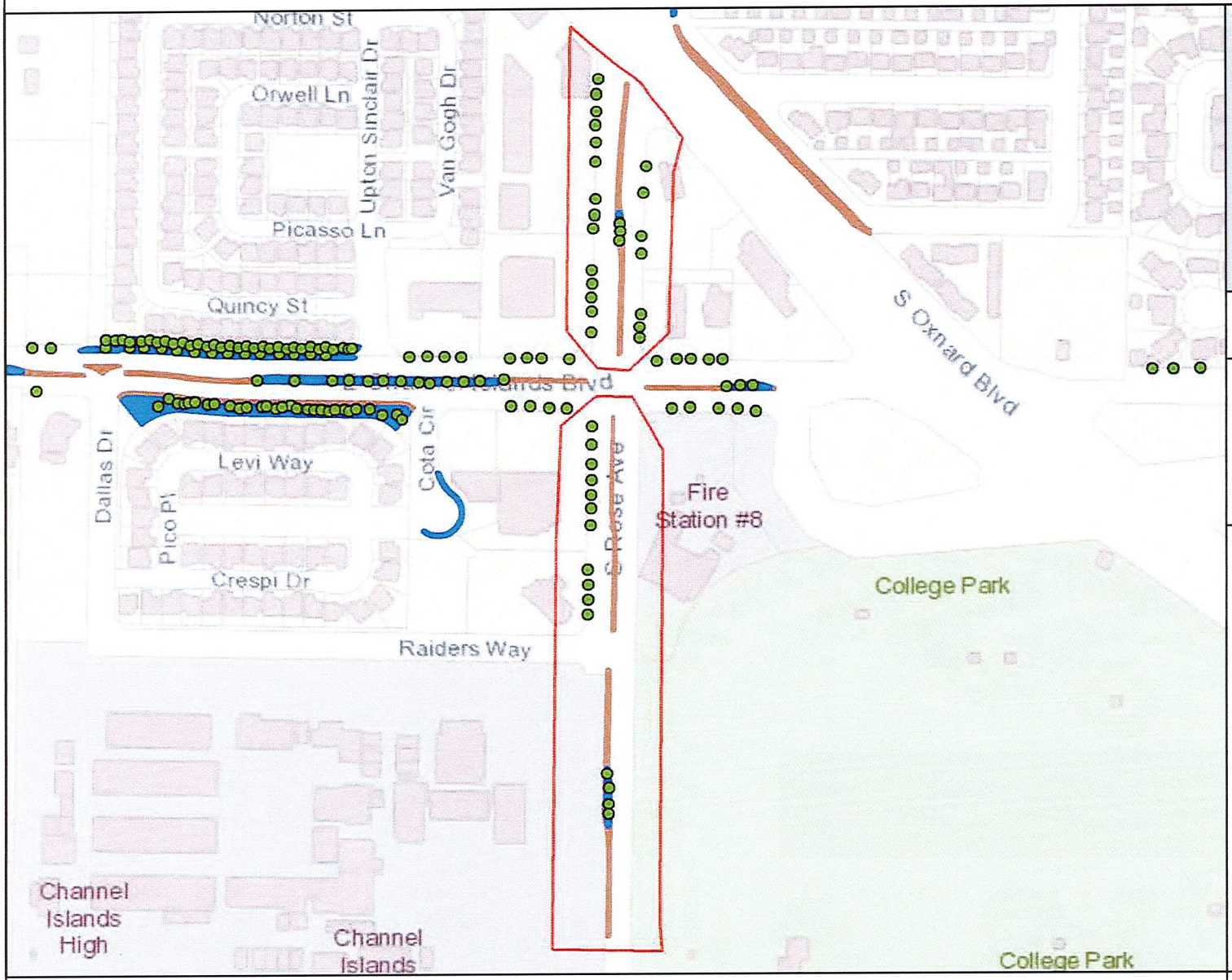
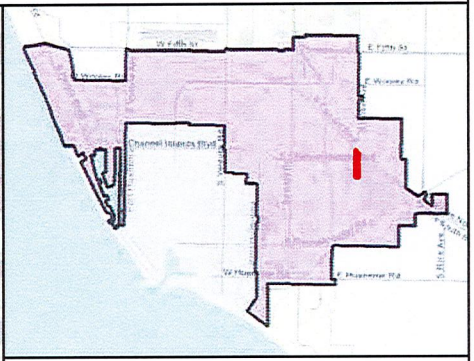
N W E S

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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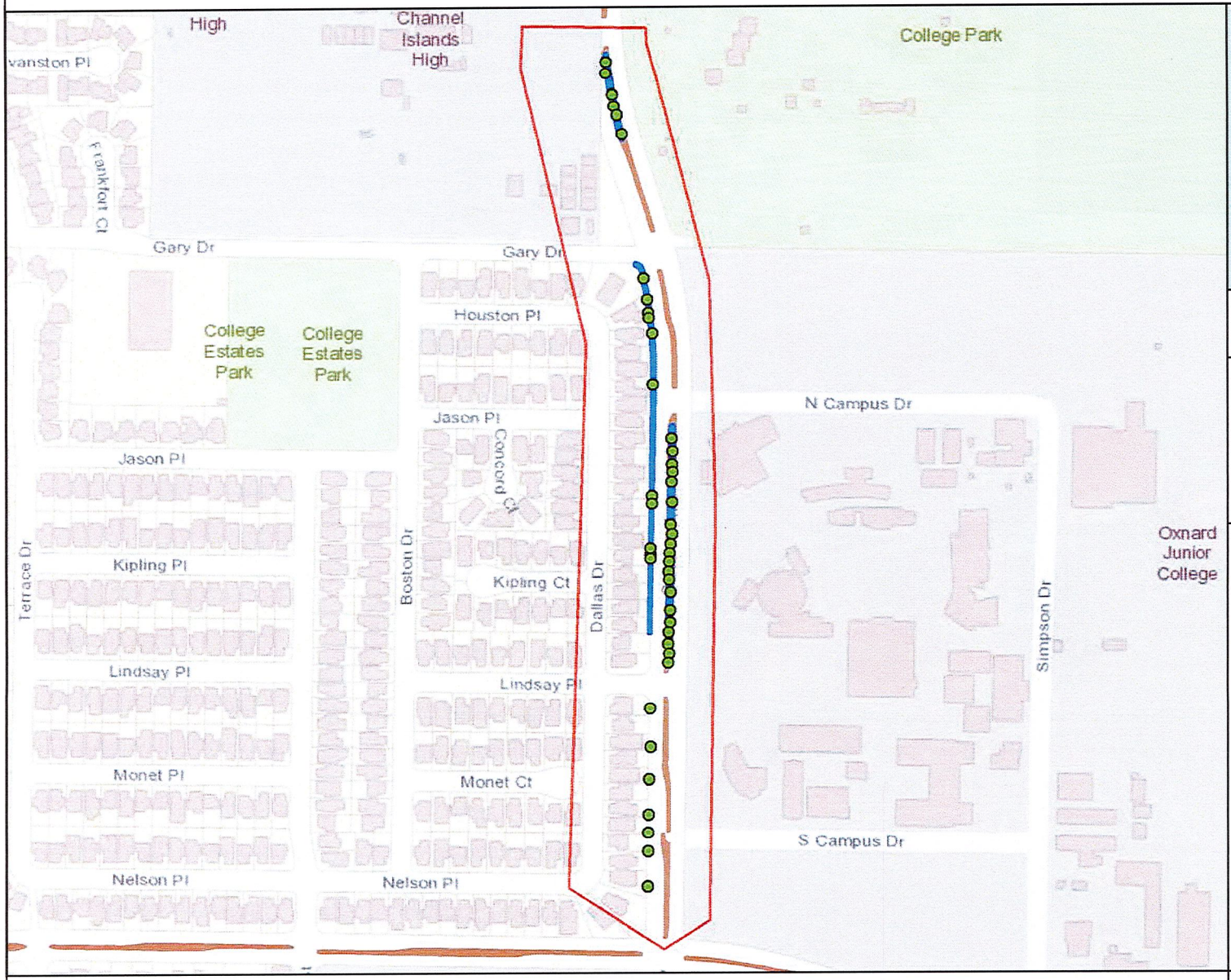
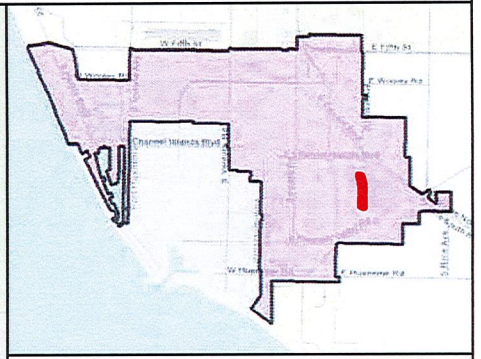
N W E S

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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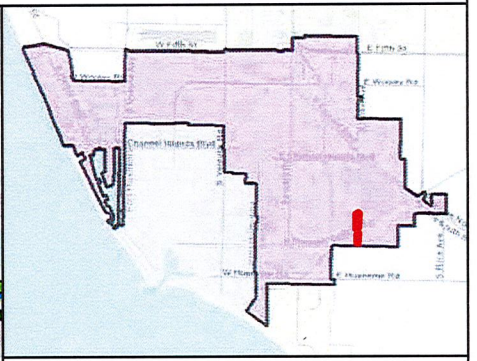
N W E S

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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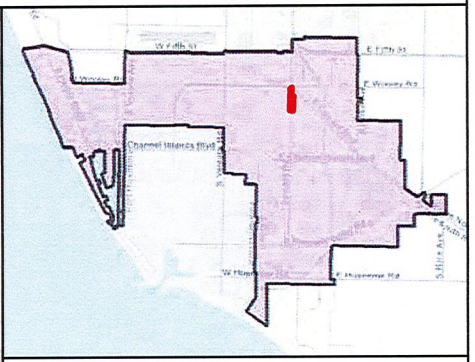
N W E S

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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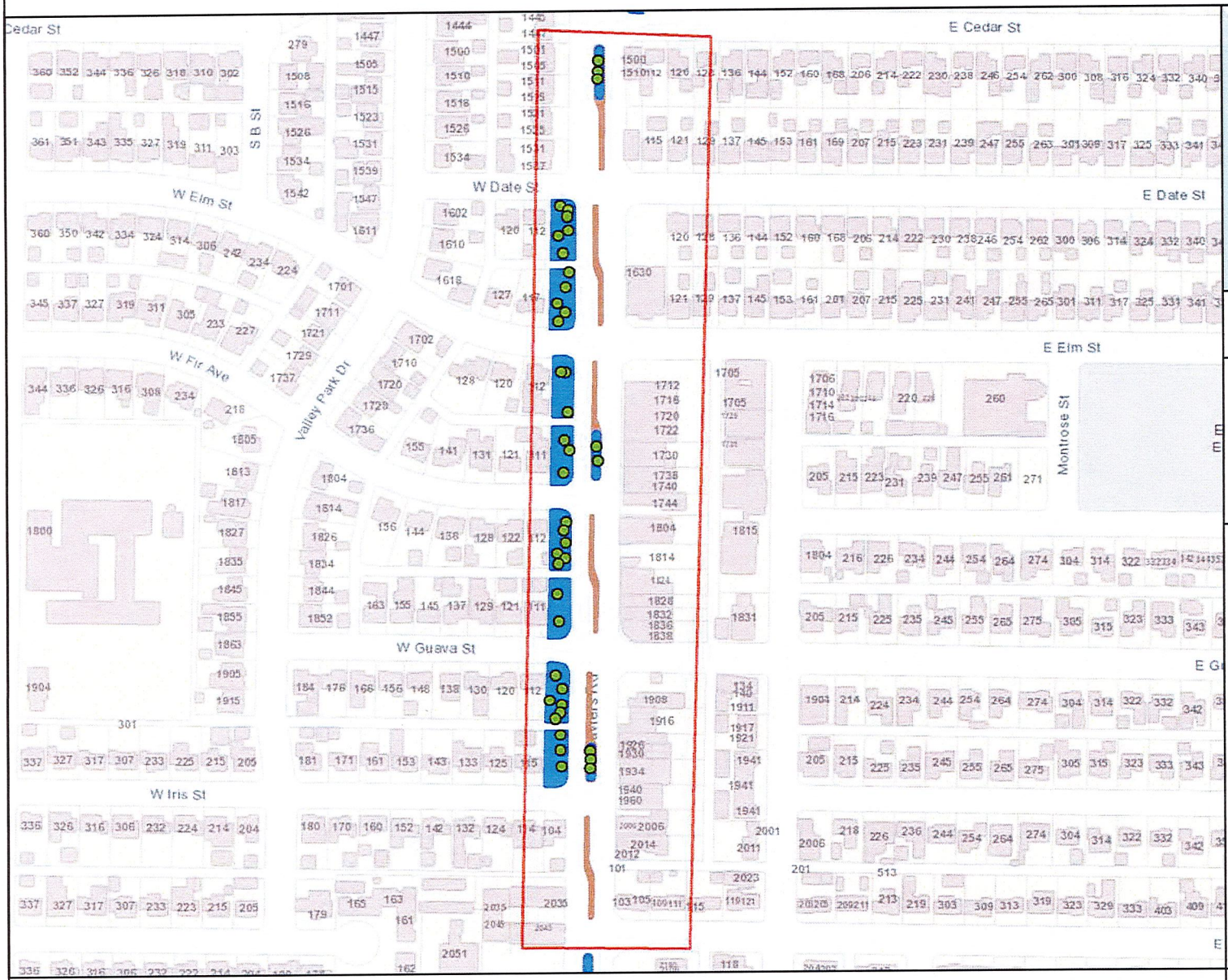
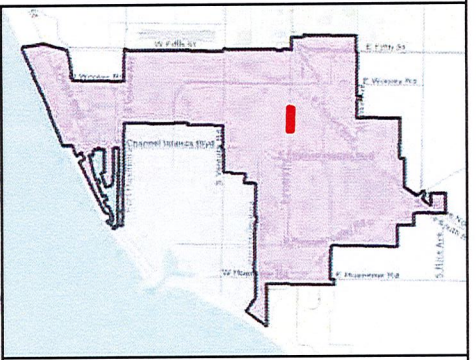
N W E S

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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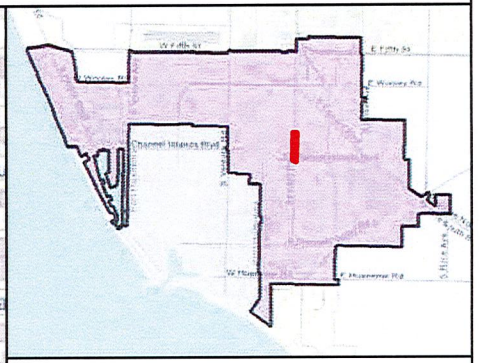
N W E S

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

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

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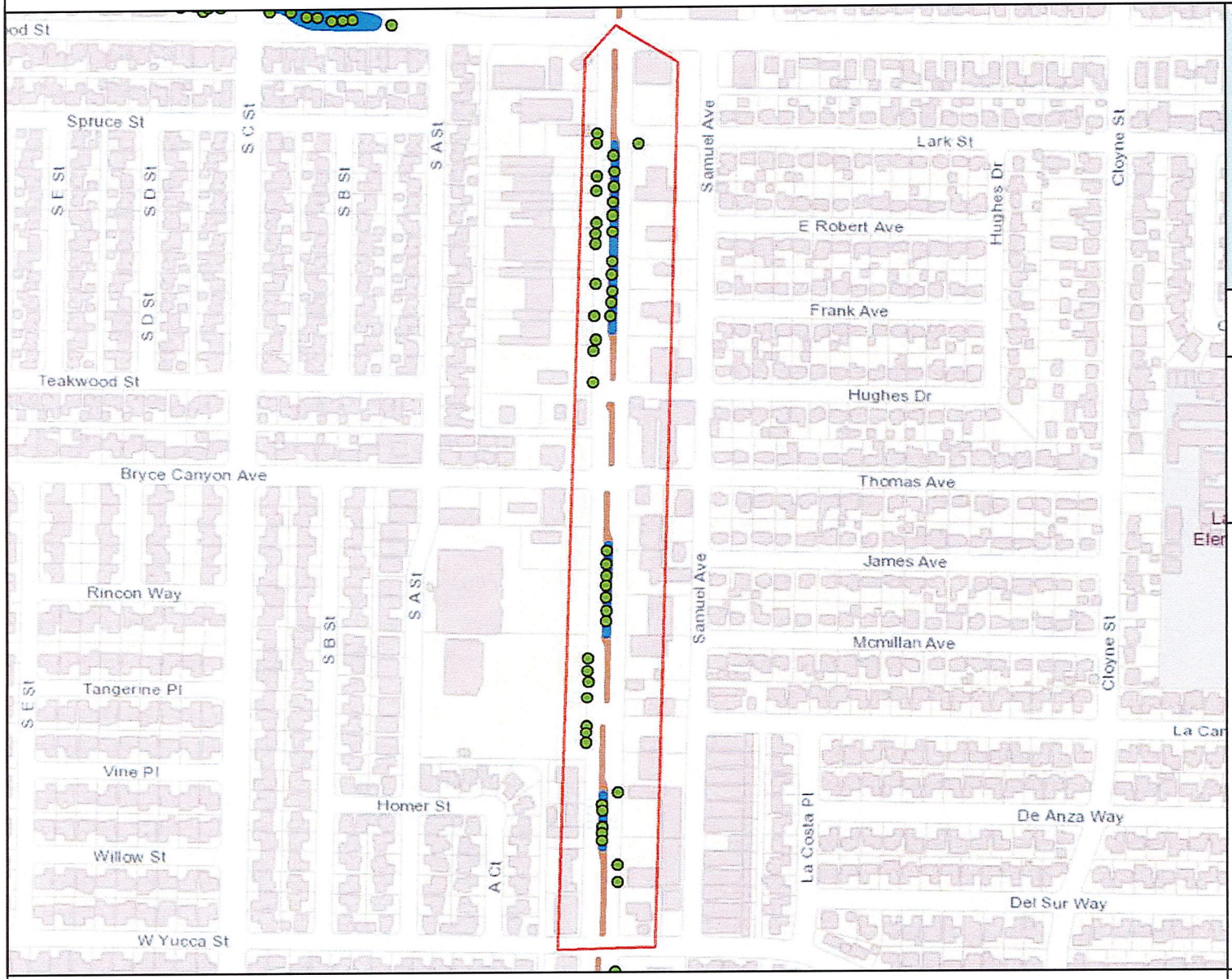
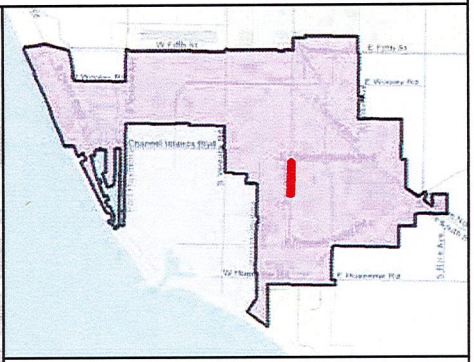
# REGION 3 WORK DETAIL: PAGE 36 OF 51, SAVIERS RD 4



## 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

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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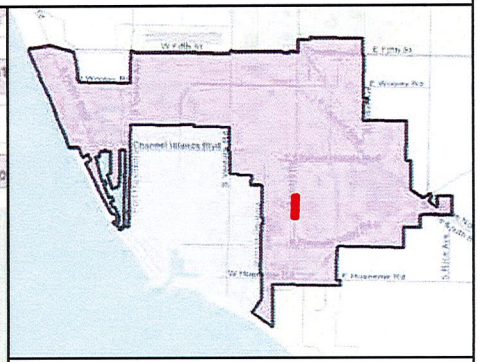
N W E S

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 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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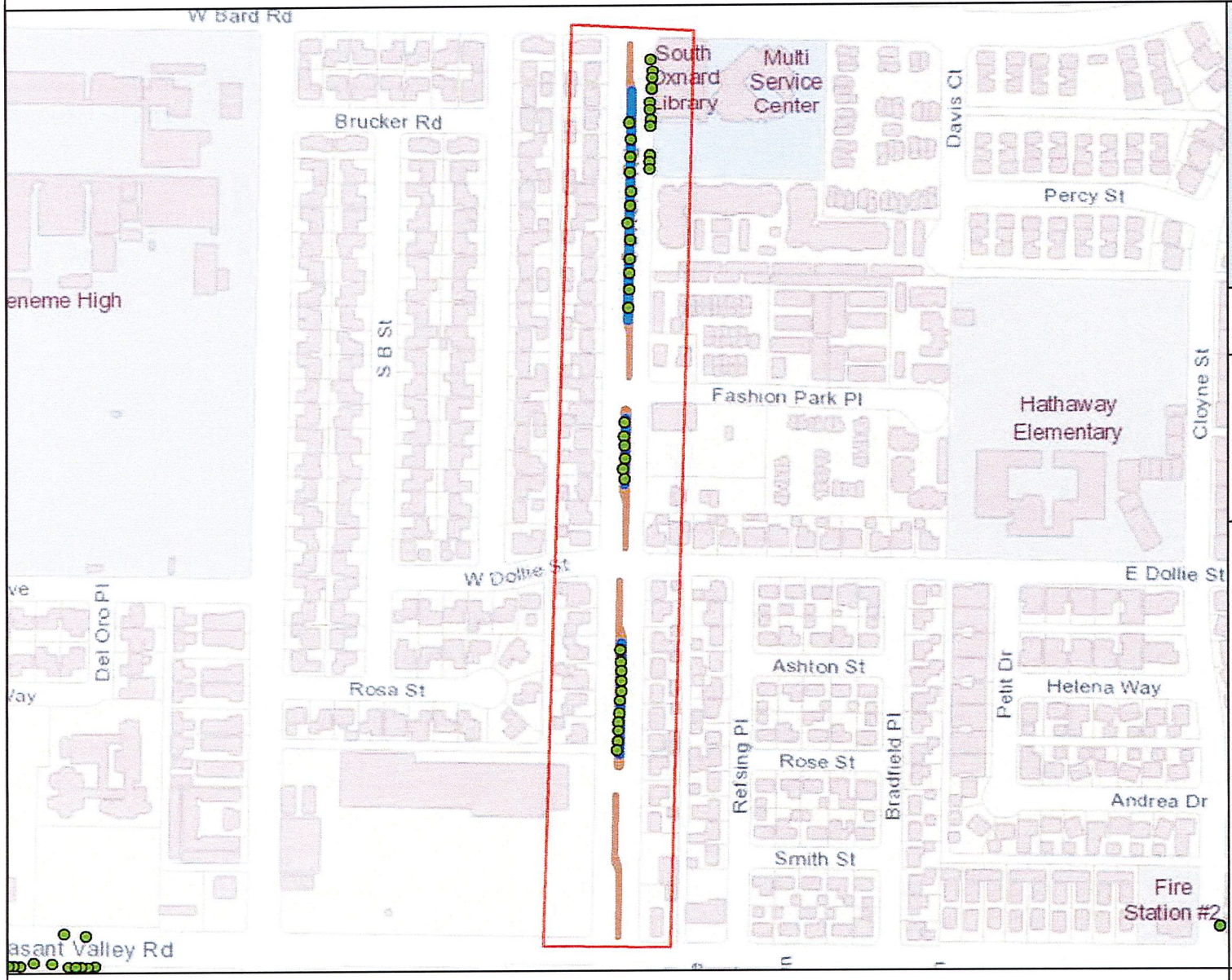
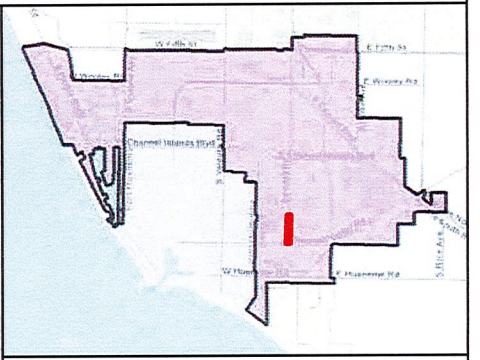
N W E S

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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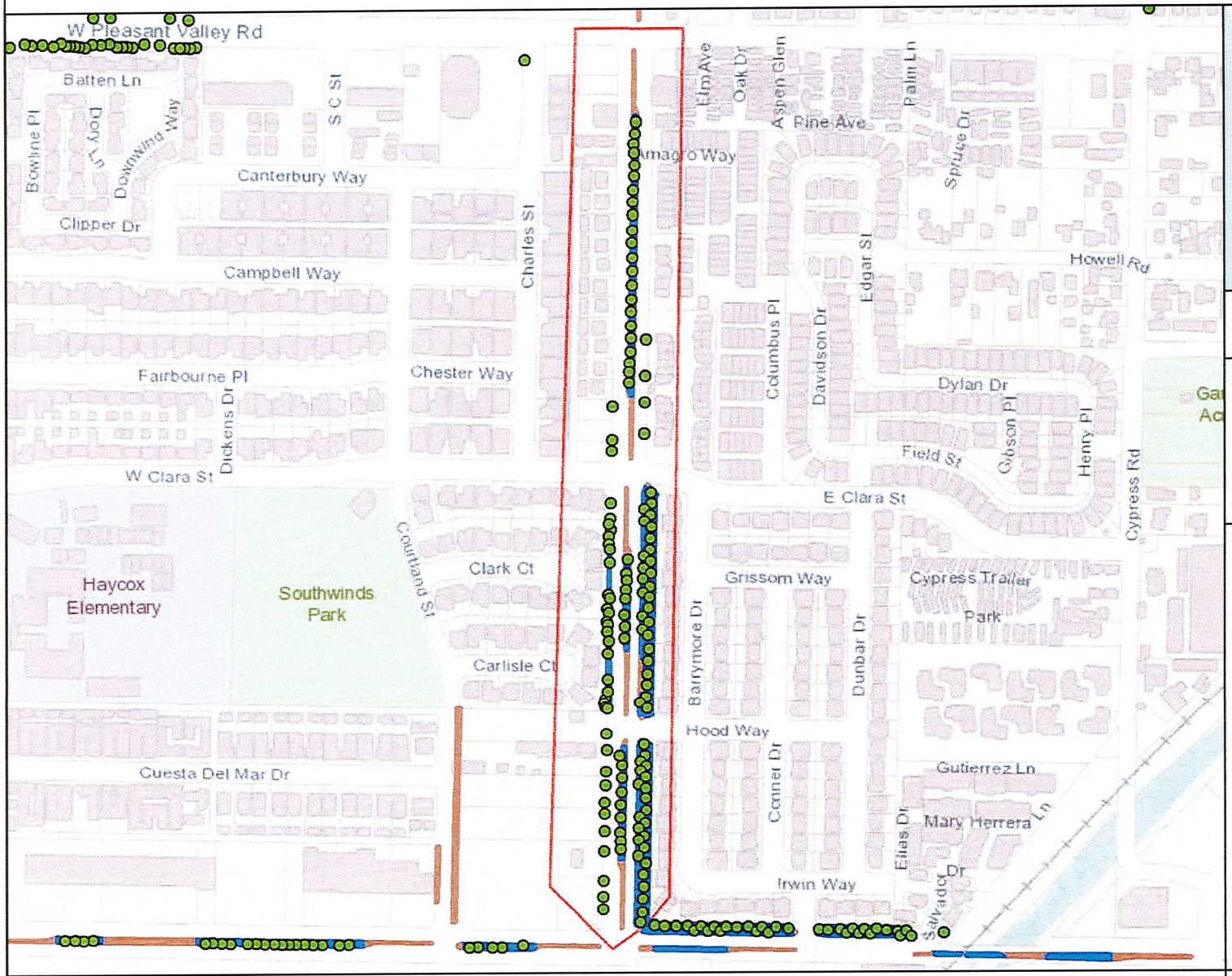
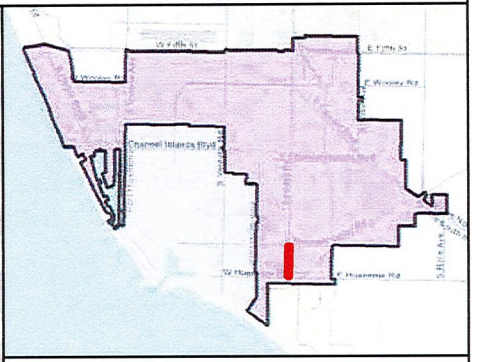
N W E S

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

0 200 400 600 800 1,000 1,200 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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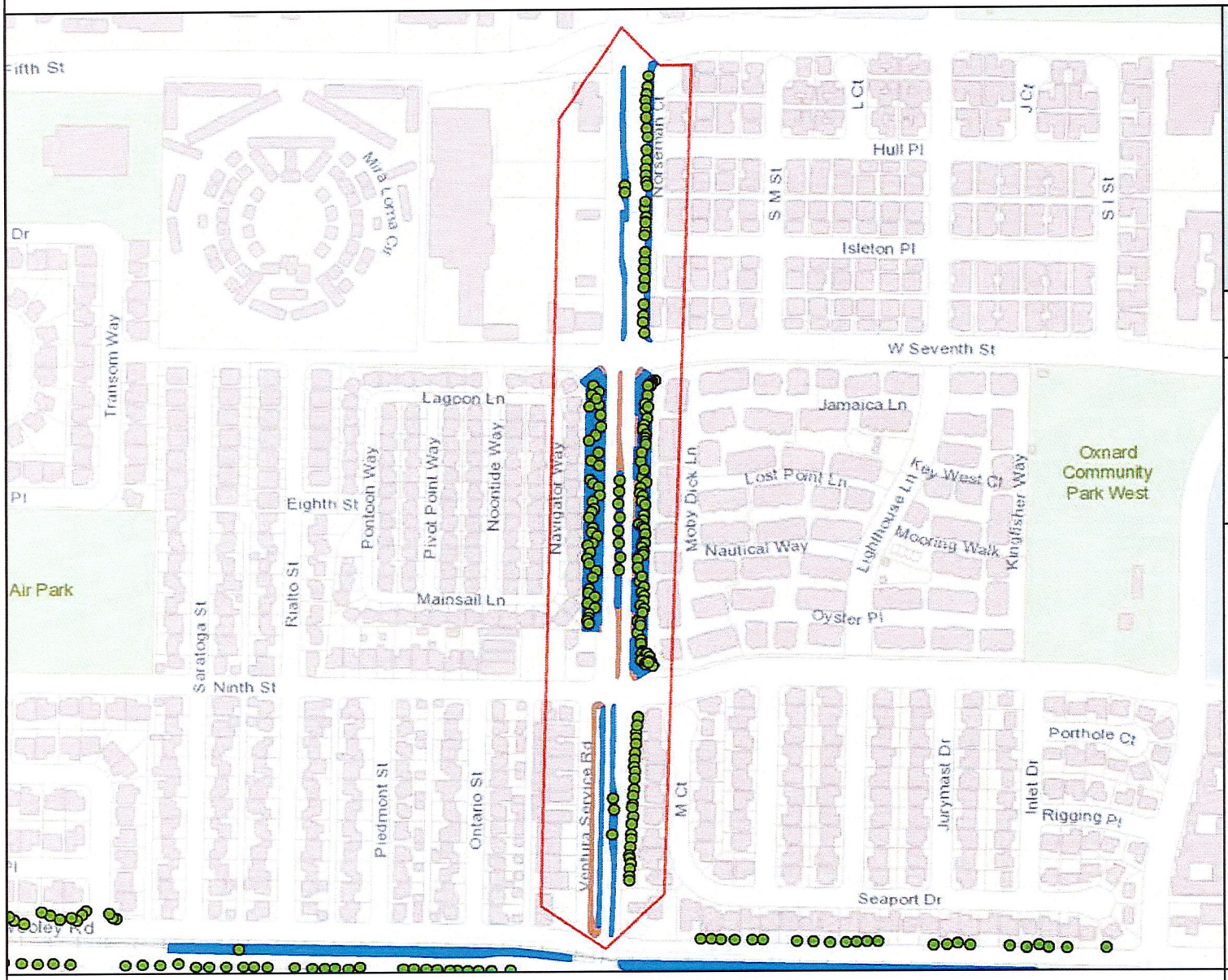
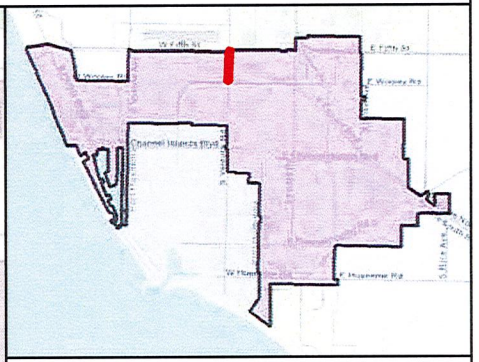
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

# REGION 3 WORK DETAIL: PAGE 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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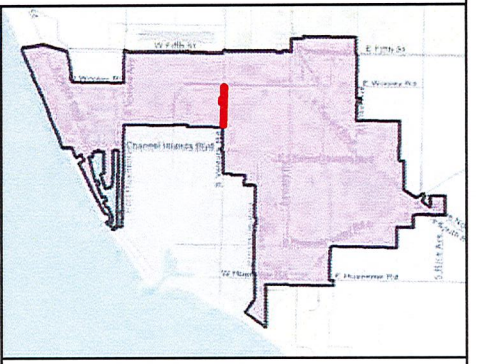
N W E S

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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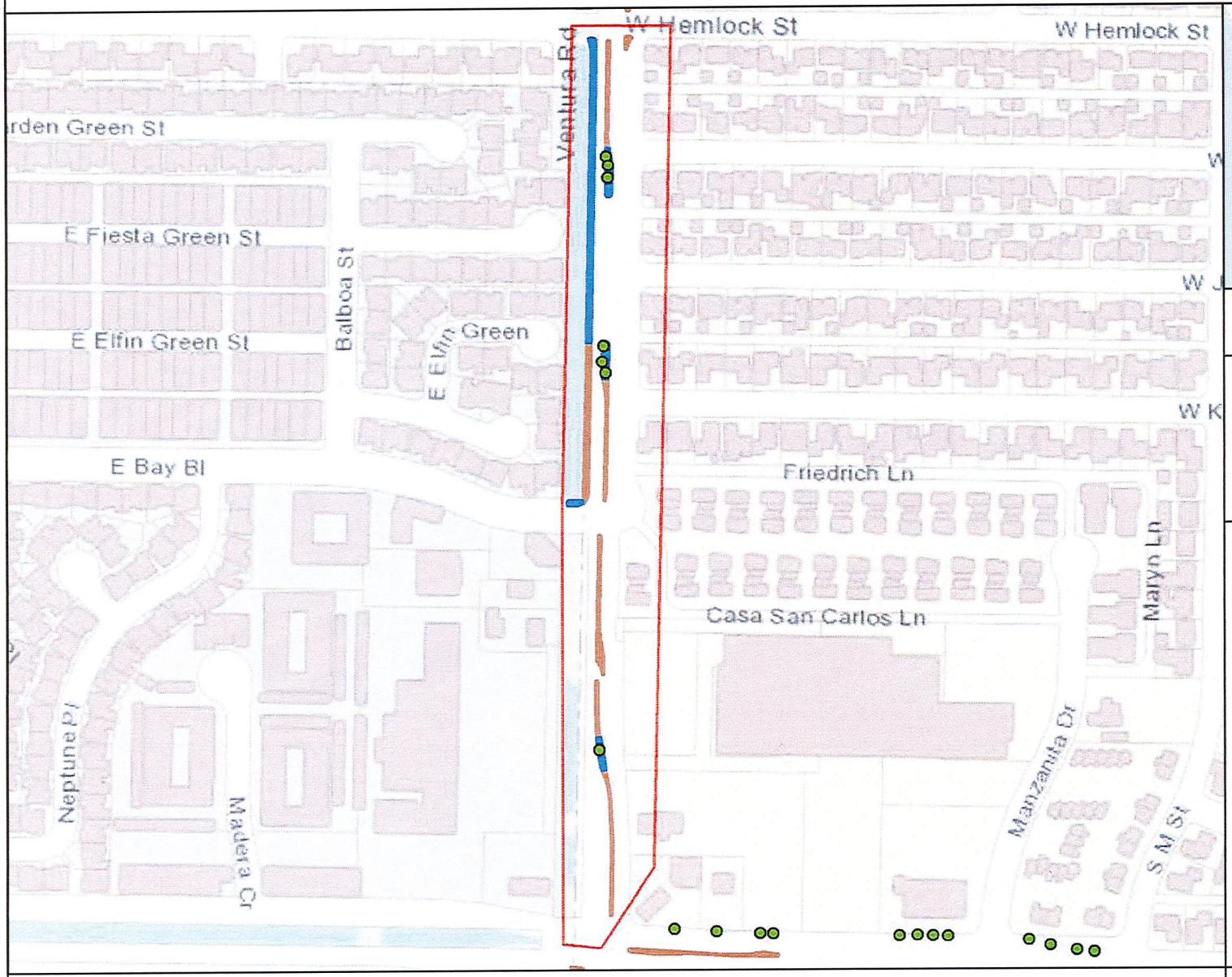
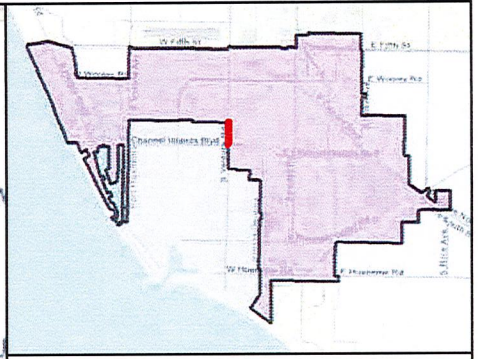
N W E S

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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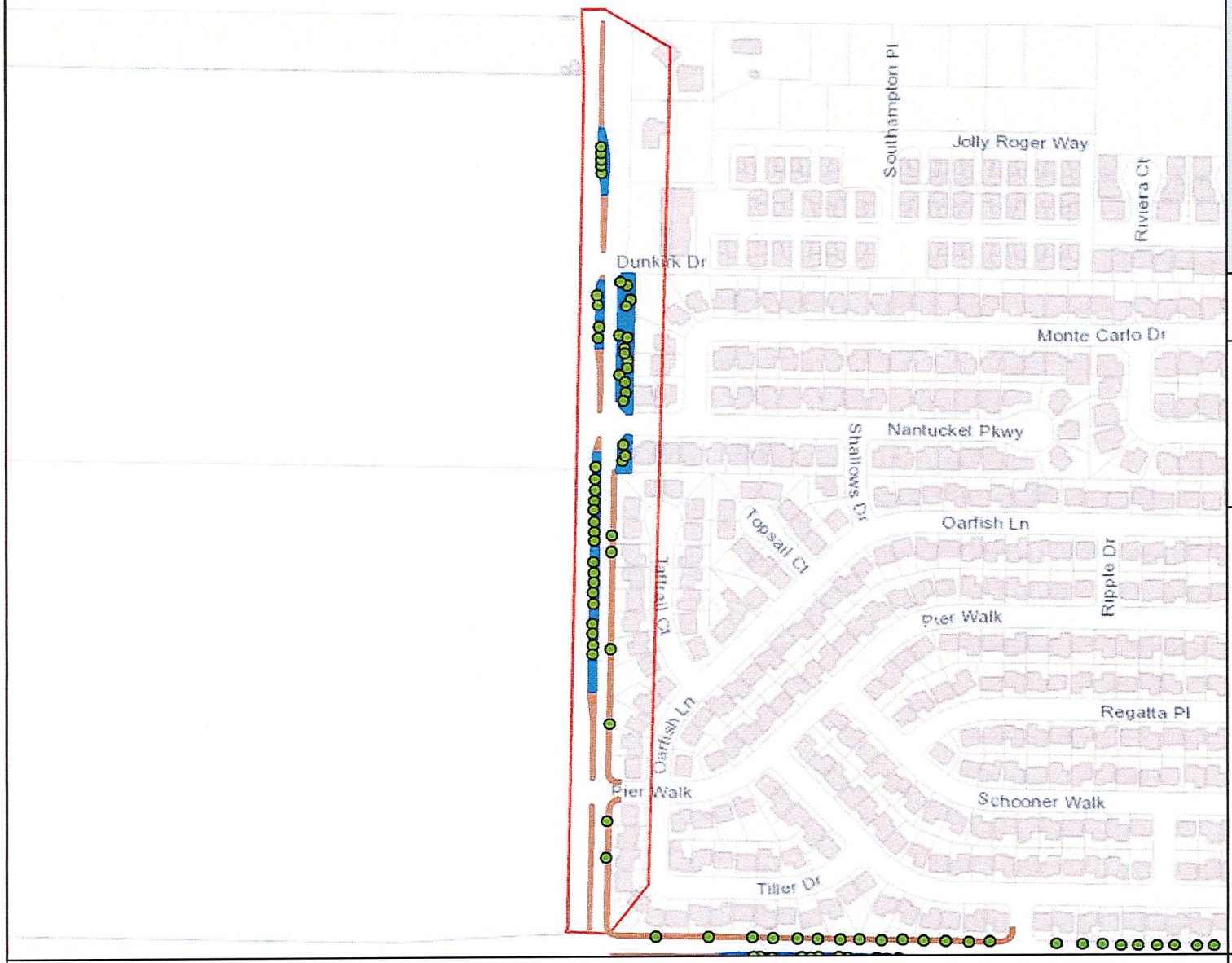
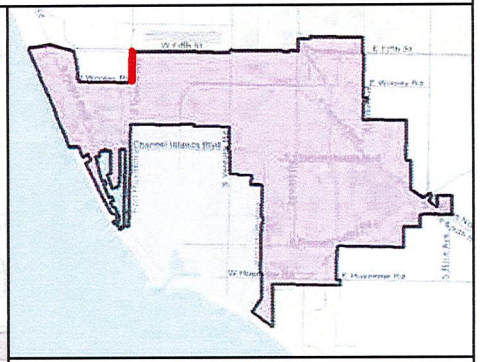
N W E S

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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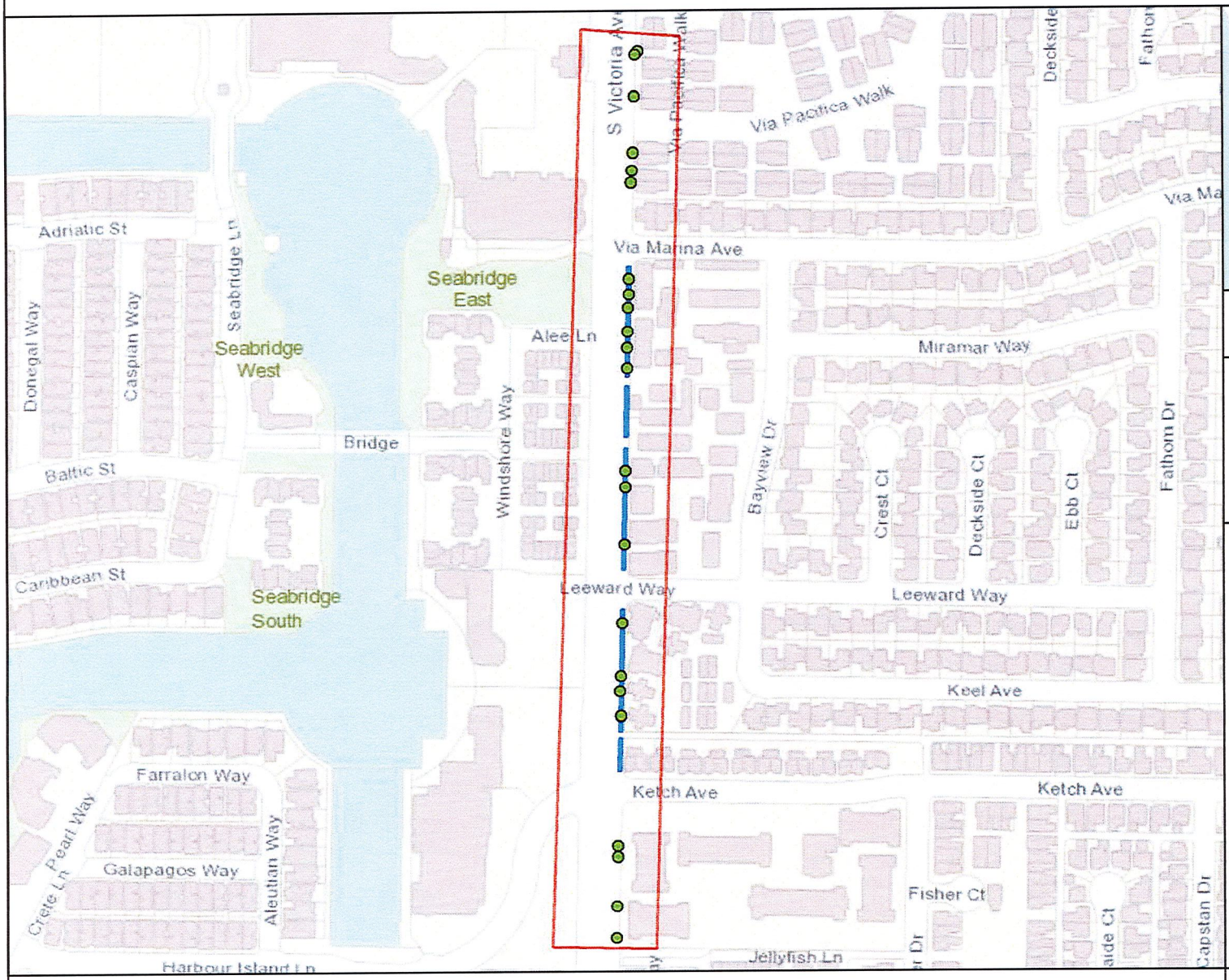
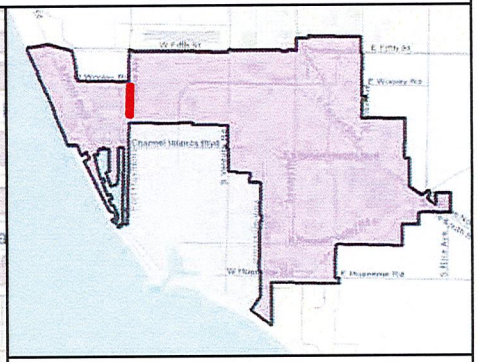
N W E S

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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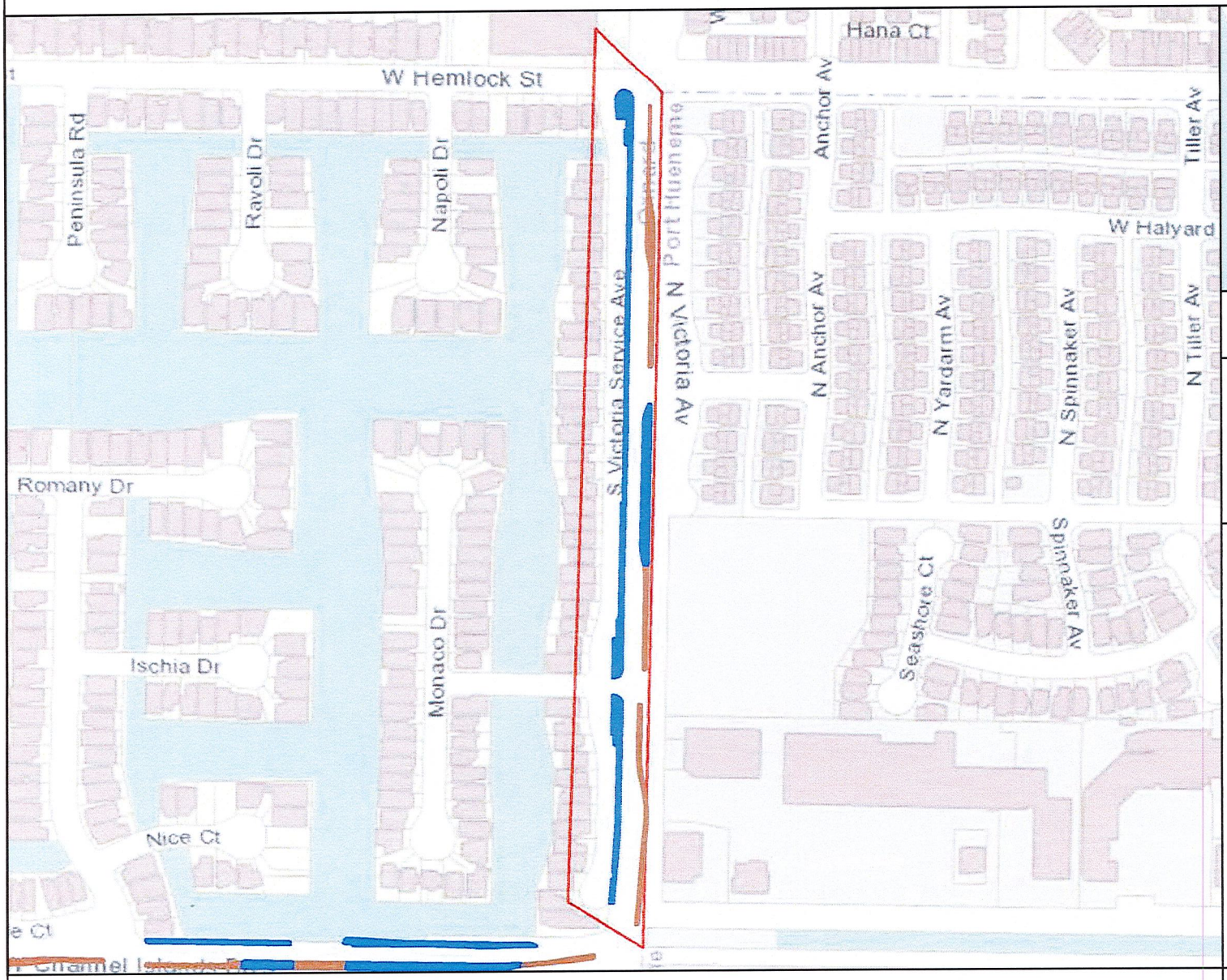
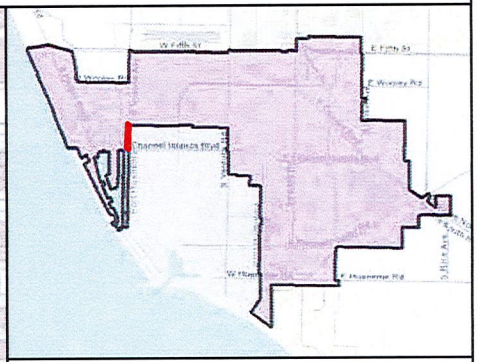
N W E S

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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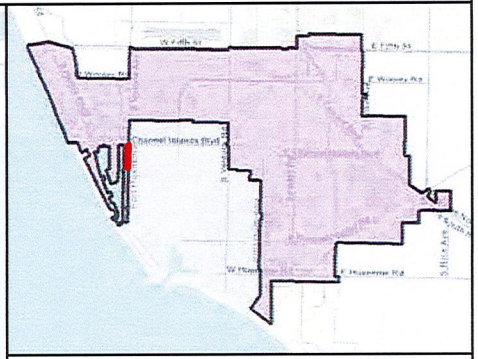
N W E S

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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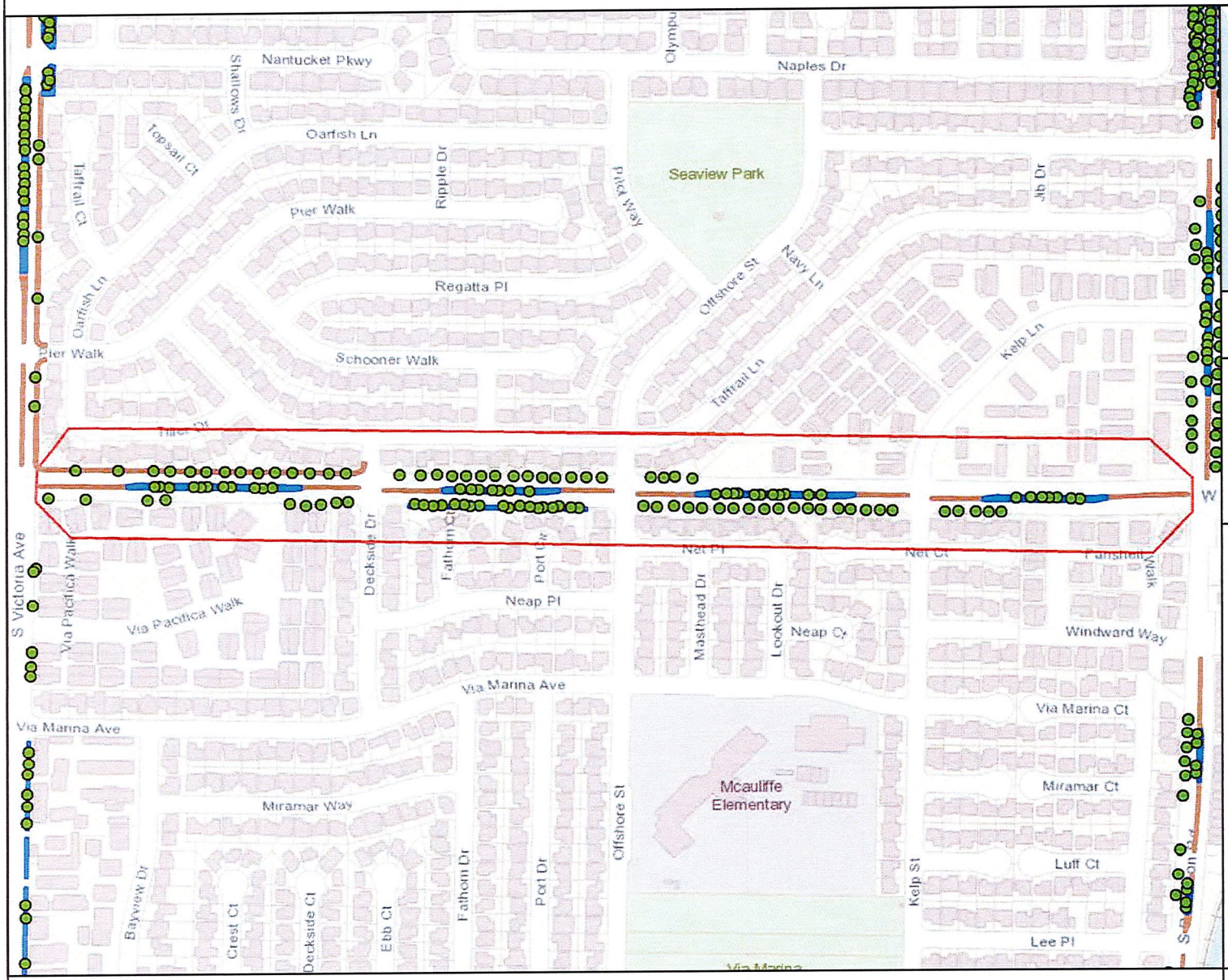
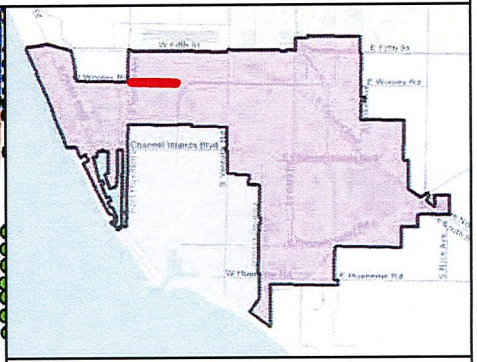
N W E S

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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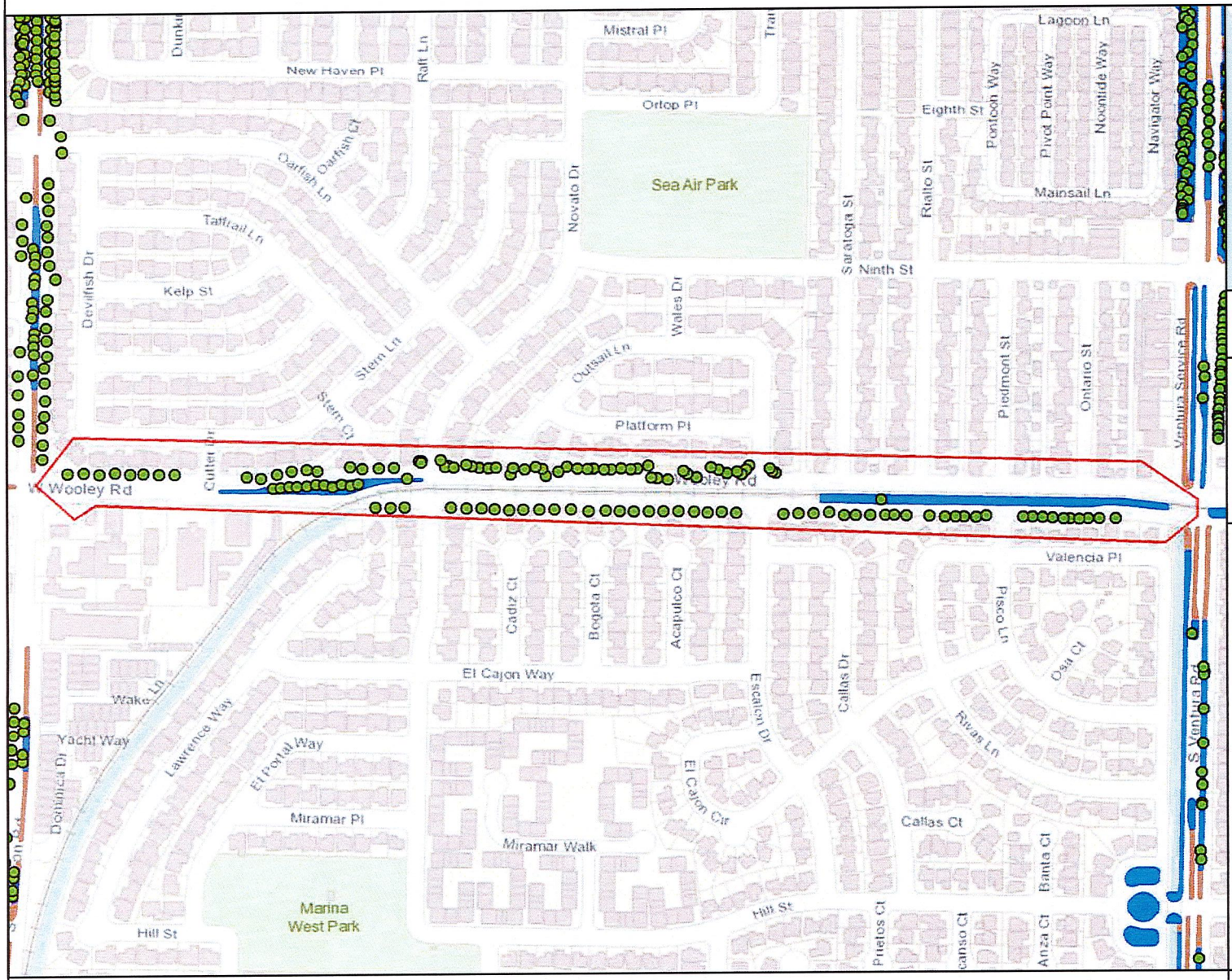
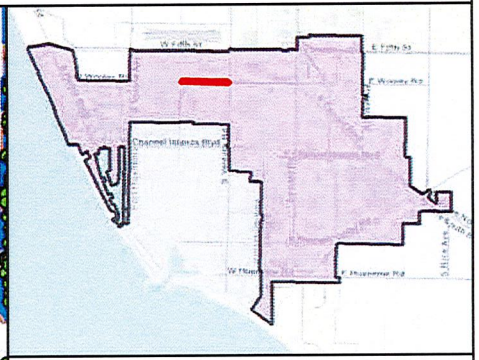
N W E S

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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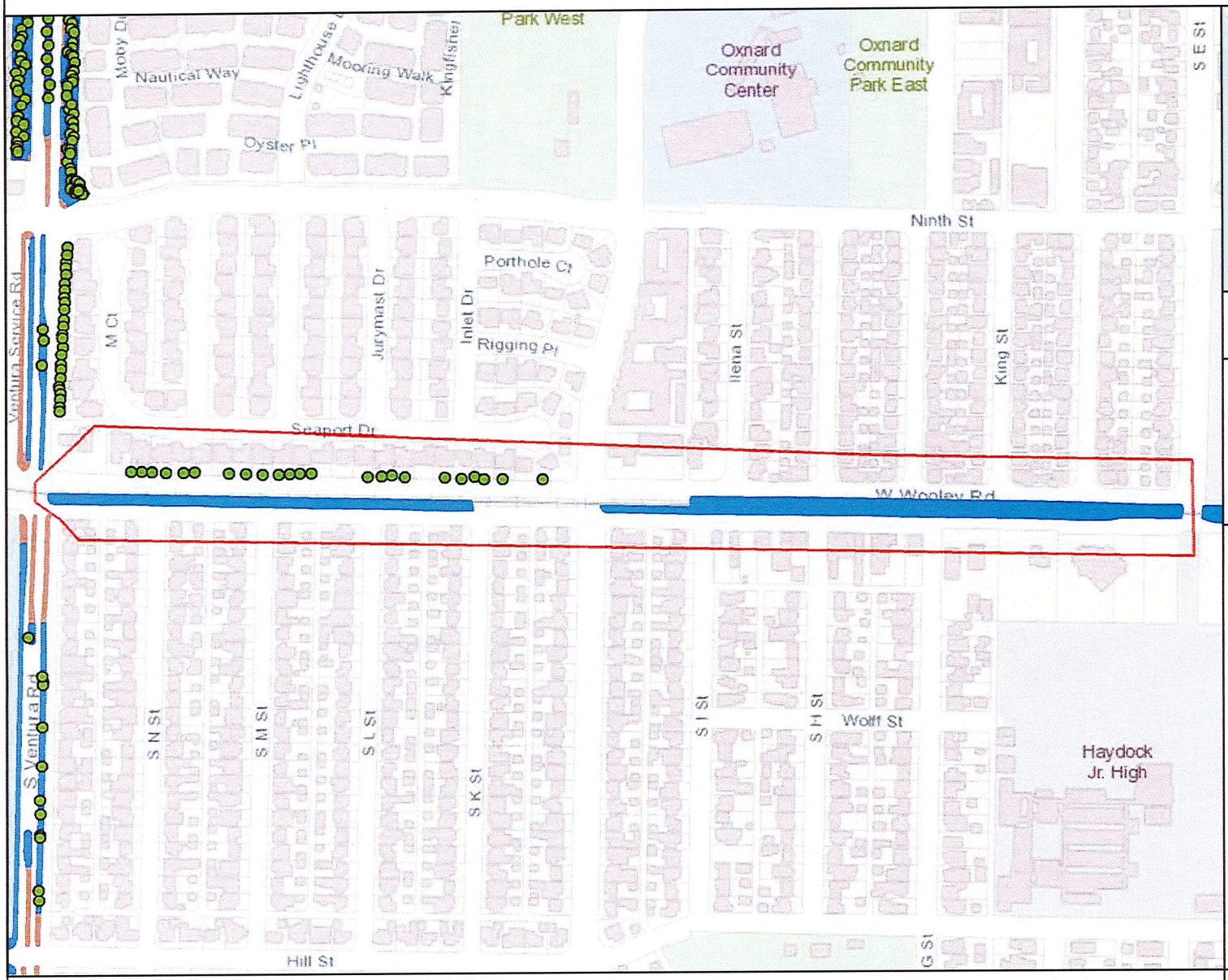
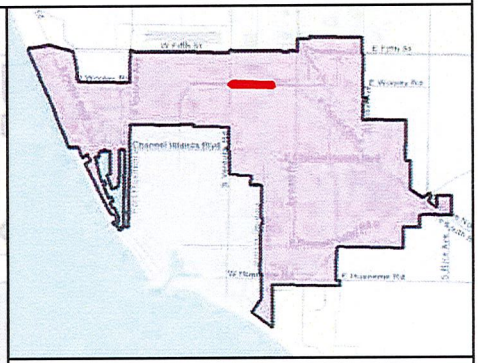
N
W E
S

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

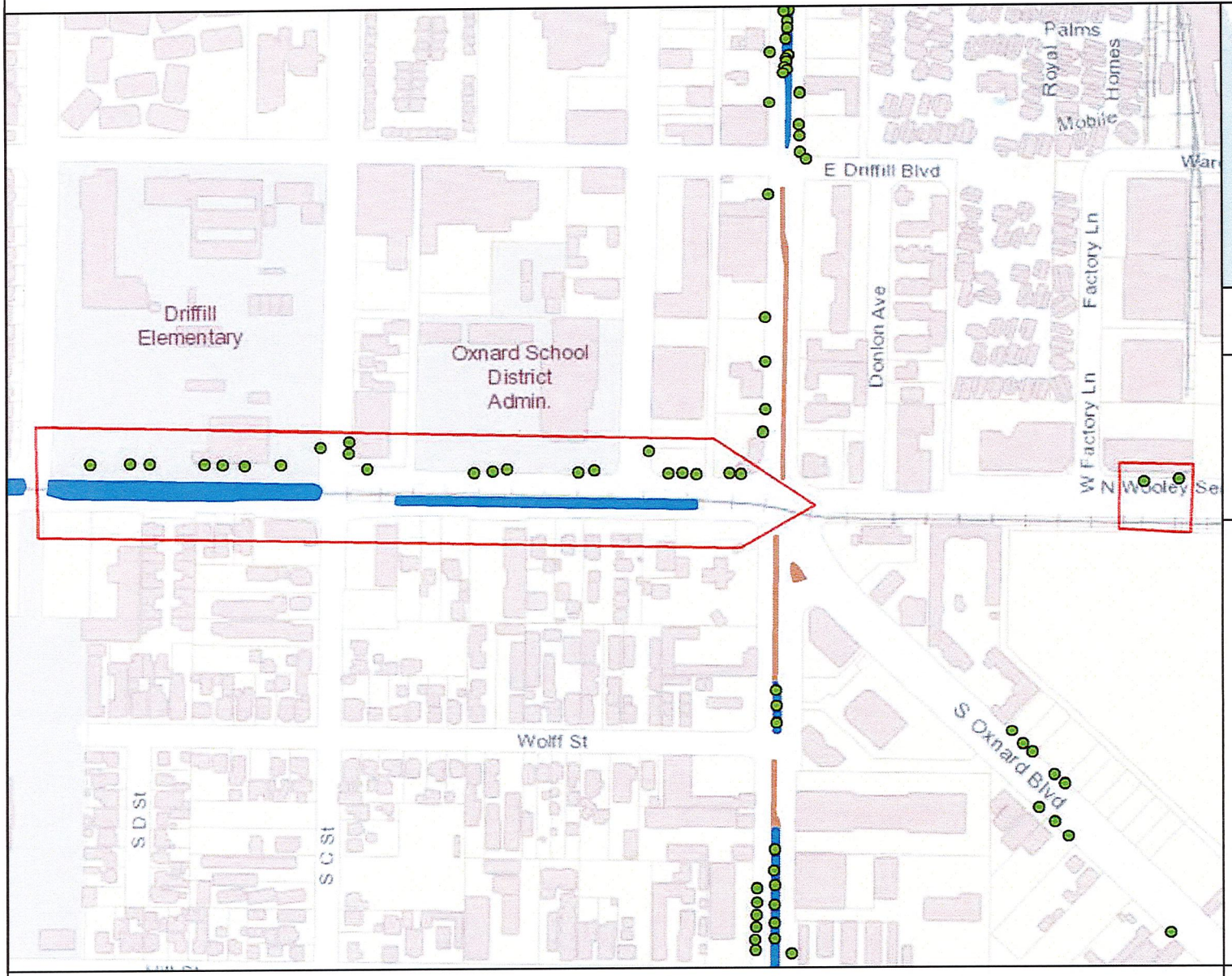
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

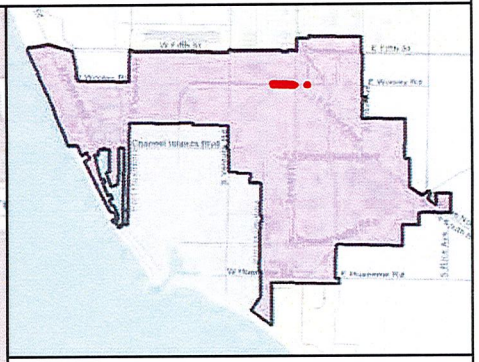
N W E S

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 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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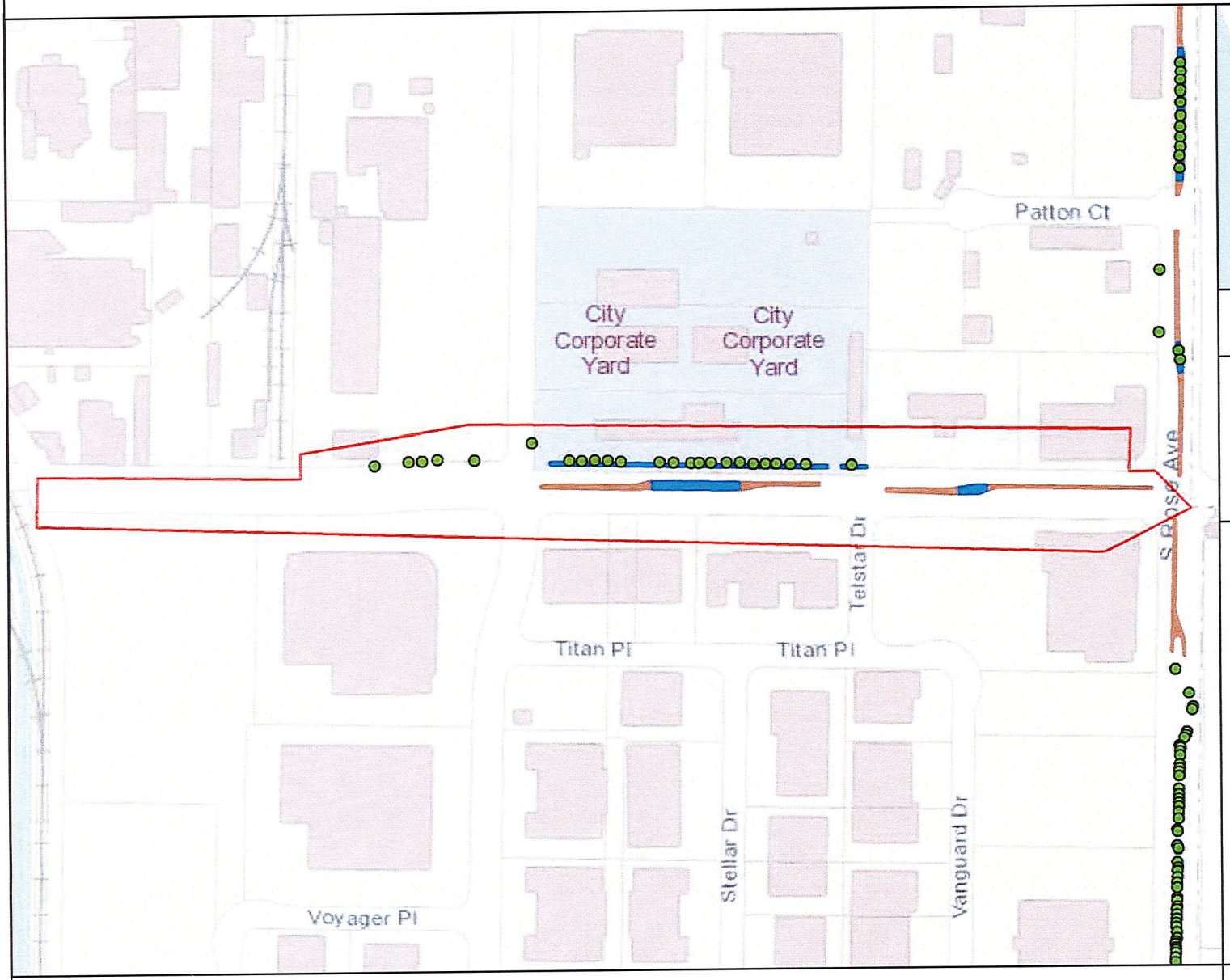
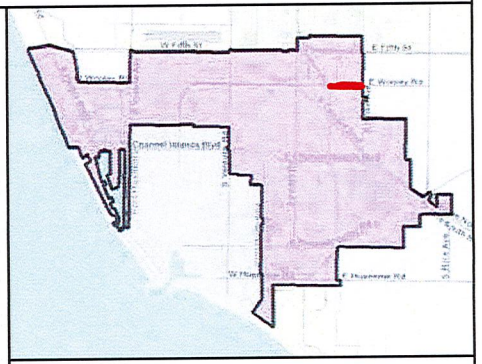
N W E S

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 CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. L.4**

**DATE:** September 6, 2022

**TO:** City Council

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

**SUBJECT:** Agreement A-8483 with Mariposa Landscapes, Inc. for Basic Landscape Services for Citywide General Fund Parks.

## RECOMMENDATION

That the City Council approve Agreement A-8483 with Mariposa Landscapes, Inc. in the amount not to exceed $758,919 for a 22-month term ending June 30, 2024 for basic landscape services in the General Fund Parks.

(The Public Works and Transportation Committee approved 3-0.)

## BACKGROUND

After the passing of Measure E in November 2020, staff created 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 weekly mowing of the General Fund parks by landscape contractors. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

To provide equal levels of service, the City was divided into four contract areas consisting of an equal number of parks. On June 29, 2021, City Council awarded the Agreements A-8339, A-8340, A-8341, and A-8342 to Mariposa Landscapes, Inc. (Mariposa) as the lowest responsive bidder for each contract area. The total cost for all four Agreements is a not to exceed amount of $2,405,000 for the three year terms ending June 30, 2024.

In order to provide some of the basic landscape maintenance services in our parks and to address requests for additional park landscape and maintenance services that are not contained in the current mowing agreements, staff developed a new scope of work. These additional services are now feasible with the Measure E funding source. As such, the new scope of work was developed to include additional basic routine park landscape maintenance services to be performed along with the existing mowing services being provided by Mariposa.

## DISCUSSION

On April 8, 2022, the City released the RFP (PW 22-104) for basic landscape services at all General Fund parks. These services include the annual fertilization of all turf, the annual aeration of turf, quarterly pruning of all shrubs and groundcover, scheduled weed control per agreement that includes adjacent sidewalks and gutters, weekly removal of loose litter and debris within the parks and parking lots, and trash can service four days per week. The RFP also included capacity for additional “as needed” services such as additional aeration or seeding. These “as needed” services are subject to available funds.

Three companies submitted bids and Mariposa was evaluated as the highest ranked proposal, in addition to also being the lowest responsive bidder. 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.

The Agreement for basic landscape services, along with the existing agreements for park mowing services, will allow for the General Fund parks to be maintained at a level of service we have not been able to provide as a result of budget constraints. This will also allow park staff to focus on other tasks, outside of routine maintenance, such as proactive irrigation monitoring and repair, increased level of ball field maintenance, turf removal projects for additional water savings, graffiti removal, and addressing deferred infrastructure repair and replacement.

This Agreement for basic landscape services will end on June 30, 2024 at the same time as the four mowing agreements. The intent is to combine and bid the basic landscape services with the weekly mowing services into new agreements that will commence on July 1, 2024.

**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 not to exceed cost for this Agreement with Mariposa Landscapes, Inc. is $758,919 for a 22-month term ending June 30, 2024. The not to exceed amount includes capacity for additional "as needed" services such as increasing the frequency of trash removal and additional turf maintenance. These additional "as needed" services are subject to available funds. The funding for this Agreement is provided through the Measure E 1.5-cent sales tax revenue and is included in the FY 2022-23 Public Works Parks operations budget in the General Fund (101-5701-805-82-09). There is an estimated 10% inflation increase factored in for FY 2023-24.

| **Estimated Spending Plan** | | | |
|---|---|---|---|
| **Mariposa Landscapes, Inc.** | **FY 2022-23 10 Months** | **FY 2023-24 12 Months** | **TOTAL** |
| Basic Landscape Services | $272,600 | $359,832 | **$632,432** |
| As-needed services (Estimated 20%) | $54,520 | $71,967 | **$126,487** |
| **TOTAL** | **$327,120** | **$431,799** | **$758,919** |

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on July 12, 2022 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Kevin Thompson, Parks Manager, Steve Howlett, Assistant Public Works Director*

**ATTACHMENTS**

1. Agreement A-8483

**AGREEMENT FOR TRADE SERVICES**
COVER PAGE

(1) Agreement Start Date: September 12, 2022

(2) Vendor: Mariposa Landscapes Inc.

(3) Services: Additional maintenance services including litter and debris removal and maintenance of; turf, shrub, vine, groundcover, general site, fertilization, landscape and weed control.

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: August 31, 2023 subject to renewal for up to June 30, 2024 upon the written agreement of both parties

(6) Total Agreement Amount: $758,919

(7) City's Project Manager: Kevin Thompson, Parks Manager

(8) Vendor's Project Manager: Dave Widjaja, Estimator

(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 (c) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(d) and the Prevailing Wage Exhibit are not incorporated and are not required.
☒ Prevailing wages but not living wage, in which case: Section 20(d) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (c) 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, Estimator
6232 Santos Diaz St,
Irwindale, CA 91702

*FOR CITY:*
City of Oxnard
ATTN: Kevin Thompson, Parks Manager
1060 Pacific Ave, Building 3
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 (c) 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 (d) 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 (d) 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 $16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, 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 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, 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
☐ Jennifer Yates, 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

**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**

# TURF MAINTENANCE

## *1a. SOIL AERIFICATION*

The Contractor shall perform soil aerification for all turf grass areas at designated frequency and timing. Aerification shall be done with a power driven aerifier using shatter or coring tines to a depth no less than four (4) inches and no more than six (6) inches. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement. Before the start of aerification, all irrigation components will be flagged to prevent damage.

## *1b. FERTILIZATION*

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines at designated frequency and timing. The rate of application must follow label recommendations. The schedule must be pre-approved by the Project Manager or his or her representative. The specific fertilizer composition used will be determined by the soil makeup and condition of the vegetation at the time of application. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to application. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Fertilization of turf, planter beds or any other maintenance areas should address plant health, diseases and insect issues.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative.

## *1c. PESTICIDE APPLICATION*

The Contractor shall control and eliminate all weeds within the project boundaries. Unless otherwise specified, this shall include all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the contractor is to provide a second service date upon completion of the initial application. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

### *1d. TURF WEED CONTROL*

Contractor shall treat all turf grass areas for broadleaf weeds control at designated frequency and timing. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

### *1e. TURF RENOVATION*

The Contractor shall renovate all turf areas in accordance with the designated frequency and timing. Any application schedule must be pre-approved by the Project Manager or his or her representative.

The seeding operation shall consist of a three step process; seedbed preparation, seeding and applying the fertilizer. The last two steps shall be accomplished within 48 hours of starting the seeding operation.

***Seedbed Preparation***: The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat line and all loose material raked to the toe and removed.

***Seeding***: A high quality Bermuda or Kikuyu seed will be used depending on location. All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the project manager before application.

***Fertilizing:*** The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, and pelleted or granular. Fertilizer is to be applied at a rate of 1Ib per 1000 square feet.

The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor.

## SHRUB, VINE AND GROUNDCOVER MAINTENANCE

### *2a. PRUNING AND EDGING*

The Contractor shall prune all shrubs and groundcover and vines at designated frequency and timing. Shrubs shall be pruned for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be trimmed periodically (at a minimum of 4xs per year) and maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

### *2b. GROUNDCOVER PRUNING*

Groundcover shall be pruned at designated frequency and timing. Pruning shall be done in a manner as to maintain separation away from the base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

### *2c. FERTILIZATION*

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

### *2d. PLANTER BED WEED CONTROL*

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. Planter bed weed control shall take place at designated frequency and timing. Any planned application will be notified to city representative at least 7 days prior. All chemical application will be scheduled with city representative and aim to reduce contact with residents and visitors to eliminate any chemical exposure to the public and promote safety.

## GENERAL SITE MAINTENANCE

### *3a. LITTER AND DEBRIS CONTROL*

All areas of maintenance responsibility, including sidewalks and gutters adjacent to areas of responsibility, paved and dirt parking lots that are not on-street parking in front of residences, shall be kept free of all trimmings, leaves, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done at designated frequency and timing. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes curb and gutter areas. Any hazardous materials need to be reported to the city representative promptly.

### *3b. TRASH CAN SERVICE*

The Contractors shall check all trash cans at the designated frequency and timing. Cans that are at least ½ full or more will have their liners replaced. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured. Trash liners are to be replaced regardless of content fullness if it is emitting a foul smell. Contractor shall supply at their cost all trash liners.

Litter and debris that is on the ground and within 10’ of a trash can will be picked up and disposed of during the servicing of trash cans.

## LANDSCAPE REPLACEMENT

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

### RESPONSE AND INQUIRIES

The Contractor shall be required to respond (within 4 business hours) to inquiries and identified deficiencies in service.

### TRAFFIC CONTROL

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, the Contractor must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless the contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. The City pays for all traffic control permits.

### SOFTWARE

Contractor will be required to utilize an ESRI based work order system, or other program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

### STAFFING EXPECTATIONS

Contractor will be required to meet minimum staffing expectations based on the service level Proposal on and awarded within the contract. Minimum staffing expectations may only be deviated from through written consent by the Project Manager or his or her representative.

## Landscape Maintenance, Fertilization and weed control specification

All pesticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. SDS (Safety Data Sheets) or MSDS (Material Safety Data Sheets) forms and all product labels shall be in the possession of and readily available by the staff performing the application.

### WEATHER

Chemical types and applications must be applied based upon the weather conditions.

### EXTRA VISITS

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

### NUTRIENTS

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

### REPORTS

Contractor will be required to check in on the approved City approved work order system (ESRI) and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) *might* be required to keep the City approved work order system app active on device for the duration of time while on site. Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the City approved work order system and feedback provided by the Project Manager or his or her representative. Contractor should provide photographs of any repairs or enhancements made to a location

within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

## REFUSE DISPOSAL

Contractor will be required to dispose of all green waste within the Oxnard City limits either through drop *off* at the Del Norte Transfer Station or through a green waste bin at an agreed upon location. The Contractor may be provided a right of use entry to an agreed upon location for storage of such a bin.

**RATES AND COSTS EXHIBIT**

| | Park | Location/Address | Acres | Sq Ft | Service Level A | Service Level B |
|---|---|---|---|---|---|---|
| 1 | Beck Park | 600 W Kamala | 7.75 | 337,611 | $ 1,819.00 | $ 900.00 |
| 2 | Cabrillo Park | 1600 Ebony Drive | 5.19 | 226,256 | $ 966.00 | $ 428.00 |
| 3 | Carty Park | 3900 S F Street | 3.3 | 143,883 | $ 937.00 | $ 477.00 |
| 4 | College Estate Park | 1400 Gary Drive | 5.58 | 243,090 | $ 1,558.00 | $ 804.00 |
| 5 | Colonia Park | 170 N Juanita Ave | 5.42 | 236,017 | $ 1,357.00 | $ 670.00 |
| 6 | Community Center Park East | 800 Hobson Way | 5.46 | 237,963 | $ 1,702.00 | $ 916.00 |
| 7 | Community Center West Park | 801 Hobson Way | 5.45 | 237,304 | $ 1,205.00 | $ 629.00 |
| 8 | Connelly Park | 2101 Bevra | 1.85 | 80,668 | $ 783.00 | $ 490.00 |
| 9 | Del Sol Park | 1500 Camino Del Sol | 11 | 479,247 | $ 2,383.00 | $ 1,131.00 |
| 10 | Durley Park | 800W Hill Street | 6.52 | 284,004 | $ 1,434.00 | $ 679.00 |
| 11 | Eastwood Park | 1401 N F Street | 3.79 | 165,086 | $ 1,636.00 | $ 904.00 |
| 12 | Fremont Tot Park | 1130 N M Street | 0.44 | 19,059 | $ 320.00 | $ 209.00 |
| 13 | Garden City Acres Park | 5302 Cypress Road | 3.85 | 167,730 | $ 1,199.00 | $ 630.00 |
| 14 | Johnson Creek Park | 501 East Johnson Road | 7.46 | 324,808 | $ 1,547.00 | $ 790.00 |
| 15 | Kohala Park | Kohala Street | 1.01 | 43,948 | $ 403.00 | $ 309.00 |
| 16 | Lathrop Park | 600 E Guava Street | 2.33 | 101,599 | $ 808.00 | $ 432.00 |
| 17 | Lemonwood Park | 2055 E San Mateo Place | 7.43 | 323,808 | $ 1,482.00 | $ 718.00 |
| 18 | Marina West | 1300 S Novato Drive | 5.65 | 246,020 | $ 1,258.00 | $ 611.00 |
| 19 | Neptune Park | Neptune Square | 1.24 | 43,560 | $ 157.00 | $ 100.00 |
| 20 | Orchard Park | 2130 Edelweiss Street | 9.08 | 395,507 | $ 1,816.00 | $ 835.00 |
| 21 | Oxnard Beach Park | 1601 S Harbor Blvd | 10.1 | 439,855 | $ 5,834.00 | $ 3,634.00 |
| 22 | Plaza Park | 500 S C Street | 1.38 | 59,939 | $ 595.00 | $ 330.00 |
| 23 | Pleasant Valley Park | 4501 Justin Way | 8.11 | 353,077 | $ 1,907.00 | $ 977.00 |
| 24 | Rio Lindo Park | 841 Blanca Street | 6.34 | 276,202 | $ 2,289.00 | $ 1,276.00 |
| 25 | Sea Air Park | 2011 Ninth Street | 7.2 | 313,433 | $ 1,844.00 | $ 924.00 |
| 26 | Seaview Park | 1001 Offshore Street | 5.33 | 232,122 | $ 1,880.00 | $ 1,010.00 |
| 27 | Sierra Linda Park | 1040 Indigo Place | 5 | 217,585 | $ 1,412.00 | $ 718.00 |
| 28 | South Bank Park | 2610 Woodside Place | 5.66 | 246,371 | $ 1,233.00 | $ 611.00 |
| 29 | Southwest Community Park | 2500 W 5th Street | 18.39 | 801,157 | $ 3,845.00 | $ 1,801.00 |
| 30 | Southwest Community Park Ext | 2500 W 5th Street | 5.08 | 221,402 | $ 714.00 | $ 272.00 |
| 31 | Southwinds Park | 455 W Clara Street | 5.91 | 257,499 | $ 1,618.00 | $ 817.00 |
| 32 | Thompson Park | 201 N Imperial Street | 2.1 | 91,636 | $ 731.00 | $ 390.00 |
| 33 | Via Marina Park | 3301 Keel Way | 11.11 | 483,916 | $ 2,199.00 | $ 1,010.00 |
| 34 | Wilson Park | 350 N C Street | 1.69 | 73,573 | $ 1,273.00 | $ 828.00 |
| | | | **193.2** | **8,404,935** | **$ 52,144.00** | **$ 27,260.00** |

| Additional Services | |
|---|---|
| Turf Aeration | $ 500.00 / per acre |
| Spot Seeding | $ 3,406.00 / per acre |
| 4 Man Crew Hourly Rate | $ 196.00 / per hour |

| Task # | Task | Frequency | Service Level | | Quantity | Price |
|---|---|---|---|---|---|---|
| | | | *A* | *B* | | |
| | **Turf Maintenance** | | | | | |
| 1a | Aerate | Bi-Annually | X | | 195 acres | $ 41,380.00 |
| | | Annually | | X | 195 acres | $ 20,690.00 |
| 1f | Spot Seeding | Yearly | X | | Cost per acre with min of 15 | $ 51,090.00 |
| | | As needed | | X | Cost per acre | $ 3,406.00 |
| | **Ferilization** | | | | | |
| 1b | Turf | Bi-Annually | X | | 195 acres | $ 45,290.00 |
| | | Yearly | | X | 195 acres | $ 22,645.00 |
| 2c | Shrubs, Ground Cover, Vines | Yearly | X | | Within Parks | $ 1,300.00 |
| | | As needed | | X | Within Parks | $ 650.00 |
| | **Loose Litter & Debris Removal** | | | | | |
| 3a | Loose Litter & Debris Removal | 2 Days per week | X | | Pick up and dispose of all litter and debris from the entire park 2 days a week. On Monday and Friday | $ 37,583.00 |
| | | 1 Day per week | | X | Pick up and dispose of all | $ 18,792.00 |
| | **Trash Can Service** | | | | | |
| 3b | Trash Can Service | Daily | X | | Check all trash can daily | $ 263,076.00 |
| | | 4 Days per week | | X | Check all trash can four | $ 167,088.00 |
| | **Weed Control** | | | | | |
| 1d & 2d | Control and eradication of all weeds within park boundaries to street gutter | Daily | X | | Within Parks | $ 123,132.00 |
| | | 4 Days per week | | X | Within Parks | $ 70,361.00 |
| | Pruning | | | | | |
| 2a & 2b | Shrubs, Ground Cover, Vines | Monthly | X | | Within parks | $ 31,512.00 |
| | | Quarterly | | X | Within parks | $ 25,200.00 |

| Additional Services | | |
|---|---|---|
| Turf Aeration | $500.00 | per acre |
| Spot Seeding | $3,406.00 | per acre |
| 4 Man Crew Hourly Rate | $196 | per hour |

The period of performance anticipated for this agreement shall be for one year and 10 months, from September 12th, 2022 through August 31st, 2023 with an option to renew through June 30th, 2024 effective upon signature of an Agreement by both parties, unless terminated earlier. This optional annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements. Updated annual pricing must be submitted to the City in writing, no later than the June 30th preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for June. There is no obligation by the City to purchase any specified amount of goods or services during the entirety of the agreement.

## INSURANCE EXHIBIT

### 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 and CG 2037).**

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

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

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

6/22

**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**<br>[x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG. $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>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<br>Each consultant/ & listed sub-consultant $500,000 |

SAMPLE

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

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 _____

Rev. 6/22

**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.

**SCHEDULE OF SERVICES EXHIBIT**

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. L.5**

**DATE:** September 6, 2022

**TO:** City Council

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

**SUBJECT:** Purchase Order with Stonewell Bodies For Upfitting Eight (8) Command Vehicles in the amount of $869,632.

**RECOMMENDATION**

That the City Council:

1. Authorize the Mayor to execute a purchase order in the amount of $869,632 for the upfitting of eight (8) Battalion Chief Command vehicles by Stonewell Bodies; and
2. Adopt a resolution declaring the City's intent to be reimbursed for certain capital expenditures from the proceeds of indebtedness related to the purchase of eight (8) Battalion Chief Command vehicles.

(Finance and Governance Committee approved 3-0)

**BACKGROUND**

On June 29, 2021, City Council adopted the FY 2021/2022 City of Oxnard Budget, which included funding in the amount of $960,000.00 to be utilized for the purchase and up-fitting of eight (8) Battalion Chief Emergency Response/Command Vehicles. The eight (8) Battalion Chief Command Vehicles will be utilized in the following manner:

1. Replacement of the two (2) current front line Battalion Chief Command Vehicles, which will then be reassigned to the two Fire Department Assistant Chief positions.
2. Replacement of the Fire Marshal's Vehicle, which has become cost prohibitive to repair and cannot efficiently operate as an Emergency Response/Command Vehicle.
3. Replacement of the Fire Department Training Chief Vehicle, which is ten years old and will move into a reserve status.
4. Replacement of one (1) Battalion Chief Emergency Response/Command Vehicle, which was taken out of service by an emergency response related traffic collision.
5. Three (3) Battalion Chief Vehicles will be utilized as vehicles for the three new Battalion Chief positions that will begin in FY 22/23.

Upon receiving notification of funding in July of 2021, the Fire Department partnered with Fleet Services to create a specification for the command vehicles. National Auto Fleet was awarded the agreement for supplying the chassis using Sourcewell Cooperative Agreement 120716-NAF. The Mayor approved Purchase Order 8388 on November 4, 2021. The City Council ratified the Mayor's authorization to sign the Purchase Order on December 28, 2021.

**DISCUSSION**

The Fire Department Capital Equipment and Apparatus Committee researched the design of the Battalion Chief vehicles with a focus on cancer prevention, driver safety, and emergency incident response capabilities. The unique design provided solely by Stonewell Bodies best met the needs of the Department by accomplishing the three aforementioned qualities with a custom aluminum body. The Stonewell custom aluminum body removes firefighting equipment from the driver and passenger area of the command vehicle while providing for increased storage and accessibility to vital communications and fire fighting equipment utilized by the Oxnard Fire Department Command Staff. These qualities are paramount for the Command Staff when operating as an incident commander within the City of Oxnard and also the greater Ventura County operational area.

The upfit costs include the fabrication of the body of the truck, fabrication and installation of equipment storage shelving within the body of the truck, procurement and installation of fire fighting equipment mounts, fabrication and installation of the communications center console in the driver area, fabrication and installation of a command center workstation at the rear of the truck body with work lighting and electrical power, installation of radios, radio antennas and radio chargers, installation of the mobile data computers, installation of an EMTRAC emergency traffic preemption device, procurement and installation of emergency lighting and siren package.

The Stonewell body is unique from other command vehicle builds in that it can be removed and placed on another chassis should the vehicle need to be replaced due to damage or age. This feature of the Stonewell custom body serves well in providing a longer service life for the major component of the command vehicles, in addition to the reduction of future costs when the command vehicle requires refurbishment.

Battalion Chief Baker is the lead member of the Fire Department Capital Equipment and Apparatus Committee. In his twenty-two years of service in the Fire Department, sixteen of which has been spent on the Apparatus Committee, Chief Baker found Stonewell Bodies to be the only vendor that constructs this particular specification. Stonewell Bodies has provided a letter to attest to the uniqueness of its Command Access Vehicle design.

The design, specification and quote for the Battalion Chief vehicles began in 2019. Quotes for the project were obtained in advance of the FY20/21 budget request period at which time the committee estimated $60,000 per vehicle; this estimate did not project the 400% increase in the cost of aluminum that has occurred in the last 18 months, nor did it take into account the unprecedented inflation rates of the past two and half years. The delivery of the chassis was impacted by chain supply issues with projected delivery in the next two months. Upon learning of the delivery date an updated quote for the upfitting was provided at a cost of $108,704 per vehicle. The substantial increase in cost will exceed the project budget by $329,306. The Fire Department will use revenue generated by reimbursements for mutual aid deployments to cover the difference.

City staff expect to utilize the outstanding Master Equipment Lease Purchase Agreement (“Master Lease”) with Banc of America to reimburse the City for the cost of the vehicles and the upfitting costs. The City has approximately $1.4 million remaining in the existing line of credit and expects to draw a total of $1.3 million to cover the purchase and upfitting of the command vehicles. In order for the reimbursement to be compliant with the requirements of tax-exempt financings, the City is required to adopt a resolution declaring its intention to reimburse the City out of tax-exempt line of credit proceeds. This must be adopted within sixty days of when the vehicles were purchased. Adopting this resolution preserves the option for the City to be reimbursed from draws on the line of credit for the amounts already paid for the vehicles.

While adopting the reimbursement resolution demonstrates the City’s intent to borrow funds, it does not obligate the City to borrow the funds.

**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 of upfitting eight (8) Battalion Chief vehicles will be $869,632. The Fiscal Year 2021-22 Adopted Budget allocated $960,000 for the purchase and upfitting of the vehicles in project #222202 (Fire Command Vehicles-8). To

date, $419,674 of the project budget has been allocated to National Auto for the procurement of eight (8) F-350 chassis, leaving a balance of $540,326 for the upfitting. If the City does not utilize the line of credit for the remaining upfitting cost, the Fire Department will seek appropriation of Wildland mutual aid response revenues to pay for the unfunded balance of $329,306 for upfitting costs.

The financial impact of utilizing the Master Equipment Lease Purchase Agreement will be provided when staff brings the financing recommendation to the Committee for consideration. The FY2022-23 Adopted Budget includes the estimated annual lease payment for the financing of the eight (8) Battalion Chief vehicles.

**COMMITTEE OUTCOME**

The Finance and Governance Committee approved 3-0 on July 26, 2022, to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Aaron Baker, Battalion Chief , Amy Van Atta, Management Analyst II*

**ATTACHMENTS**

1. Specification for Command Vehicles
2. Reimbursement Resolution (Battalion Command Vehicles)
3. Purchase Order 008860

***SPECIFICATIONS FOR***

***COMMAND ACCESS VEHICLE***

# Oxnard Fire Department

**Aaron Baker**
**360 West Second Street**
**Oxnard, CA, 93030**
**Aaron.Baker@Oxnard.org**
**805-290-5198**

STONEWELL

**Lou Sposito**
**625 Sills Road**
**Genoa NY 13071**
**Lsposito@stonewellbodies.com**
**315-497-3512**

**05-25-2022**

**Price**
**$108,704.00 Each Unit X 8**
**$869,632.00 Total Contract**

## STONEWELL COMPANY HISTORY

Stonewell Bodies was founded in 1994 out of necessity to work smarter and not harder. The company was started by a farrier looking to shoe his horses without the trouble of constantly loading and unloading a pickup truck with all his tools of the trade. After carefully considering how to make a truck body that would be light, provide protections from the elements, easy to organize and last for many years, the Stonewell Body was created.

Today, Stonewell has grown to service three primary industries, all of which require a light weight and efficient design. The primary industries serviced by Stonewell include Farriers and mobile veterinarians, emergency services vehicles and the building trades. The common thread among these three industries hinges on the need of efficient access to the truck body so they can access and depart the vehicle as quickly as possible.

Stonewell now employs 37 craftsmen who are experts in the field of fabrication as well as having significant application experience in the field of EMS and Farrier. Our team is comprised of farriers, EMT's, volunteer Fire Chiefs and assistant Chiefs. These craftspeople bring their passion and practical experience with them as they work to build outstanding truck bodies.

Coupled with experts in fabrication, Stonewell has made significant investments in productions capabilities. Our bodies and fabricated solutions are designed using the latest CAD, and modeling, software coupled to fully CNC processing equipment. Our metal cutting is primarily achieved through a new Mitsubishi Laser, HAAS milling machines or other very prices machine-tools. We have invested in our infrastructure as well as equipment and are confident we can design, weld and manufacture to the exacting specifications we develop.

Over the last several decades, Stonewell has evolved to be a market leader with a robust compliment of tools needed to solve customer problems. We continually work to solve application problems and stand behind the products that we produce. We look forward to the possibility of working with you and hope you consider Stonewell Bodies for your next design need.

## TERMS OF PAYMENT - 20% / 30% at 90 DAYS / 50% DELIVERY

The terms of this purchase shall be 20% of the body purchase price upon signing of the purchase agreement. A progress payment of 30% shall be made at the day 90 day mark, or post interior installation - whichever comes first. The remaining 50% shall be paid upon delivery of the specified vehicle. If payment is not made and Stonewell must pursue legal remedies, all legal expenses shall be the responsibility of the purchaser.

# AGREEMENT OF SALE FOR COMMAND ACCESS VEHICLE

**THIS AGREEMENT** is made between **Stonewell Bodies and Machine Inc. (Stonewell)** and:

**Legal Name of Buyer** **Oxnard Fire Department**
**Address** **360 West Second Street, Oxnard, CA, 93030**
**Phone Number** **805-290-5198**

**ACCEPTANCE:**

Stonewell agrees to sell, and Buyer agrees to purchase (eight) 8 Command Access Vehicle's described in the Specifications incorporated as Exhibit A of this contract, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions set forth herein.

1. **DELIVERY SCHEDULE:**

The 8 Command Access Vehicle Each shall be ready for transport in approximately 180 days after delivery of chassis to Stonewell Assembly line.
Each vehicle will have separate ready times and will be shipped in groups of 2, 3 and 3
This time frame is subject to extension due to changes made by Buyer or in accordance with Sections 4 or 10,11,12 below.

2. **PRICE**: **$108,704** Each a total of Eight (8) CAV units

Buyer shall pay Stonewell Bodies & Machine Inc. the purchase price for the installation of the Command Access Vehicle in the sum of **$869,632.00** U.S. Dollars.

This purchase price **excludes** taxes. Responsibility to pay taxes are with the buyer.
Any applicable taxes not specifically noted above will be paid by the Buyer directly or will be added to the purchase price and paid by Buyer. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and hold harmless Stonewell Bodies & Machine Inc. harmless from any such tax, interest or penalty, which may at any time be assessed against Stonewell Bodies & Machine Inc. as a result of this transaction.

3. **TERMS OF PAYMENT SHALL BE:**

Due upon signing: …… **$173,926.00**

Due upon video conference inspection after 4 Cavs hav been completed …… **$260,889.60**

Due upon completion and video or in-person (at your cost) inspection prior to shipping……**$434,816.00**

Applicable method of payment for remaining balance due: Check or wire transfer.

In the event of a dispute, Stonewell Bodies shall have the right to collect, from the purchaser, reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this agreement.

4. **CONTINGENCIES**:

Stonewell will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood, or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of these entities which prevent or hinder the manufacture and/or delivery of the Command Access Vehicle.

**5. WARRANTY**:

Stonewell provides a limited warranty on new Command Access Vehicle of its own manufacture in accordance with the warranty terms set forth in the Specifications provided. EXCEPT TO THE EXTENT PROHIBITED BY LAW, STONEWELL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. SEE SEPARATE WARRANTY STATEMENT(S) FOR COMPLETE INFORMATION. This warranty starts upon placing the vehicles in service not to exceed 6 months after delivery.

**6. DISCLAIMER OF CONSEQUENTIAL DAMAGES**:

Stonewell EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE COMMAND ACCESS VEHICLE, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

**7. CANCELLATION**:

This contract is not subject to cancellation by Buyer, unless for material breach by Stonewell Bodies, except upon payment to seller of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by seller and seller's anticipated profit.

**8. ENTIRE AGREEMENT; AMENDMENTS**:

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of Stonewell has authority to make any representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this contract, including the appendices, and Change Orders, must be in writing signed by an authorized representative of each of the parties hereto.

**9. SEVERABILITY**:

If any provision hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it, unless to do so clearly negates the overall intent or purpose of the parties in entering into this contract.

**10. CHANGES IN COMMERCIAL SPECIFICATIONS**:

Specifications for all commercial components of the Command Access Vehicle, manufactured by companies other than Stonewell are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Command Access Vehicle. Stonewell shall not be liable for any specification deviations from the original contract specifications on such components made by their original manufacturer.

**11. CHANGES IN REGULATIONS/INDUSTRY STANDARDS**:

The Purchase Price is subject to adjustment for changes to the Command Access Vehicle necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discontinued models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Stonewell Bodies and Stonewell Bodies & Machine Inc.'s control.

**12. CHANGE ORDERS**:

Changes in the build contract may be submitted to Stonewell. These changes must be in writing and when necessary, drawings may be required. Dependent on where in the build process the CAV is, the change order may be accepted or rejected by Stonewell. The cost of the change will be added on to the total cost of the CAV. This new price must be approved and agreed to in writing by the purchaser. While change orders are being processed, the completion date shall be extended according to the days spent processing the change order as well as the time needed to complete the change.

**IN WITNESS WHEREOF**, Buyer and Stonewell Bodies & Machine Inc. have caused this agreement to be executed by their duly authorized representatives this day of:

**Stonewell Bodies ( Authorized Agent of the Stonewell )**

**Print Name:** _____

**Signature:** _____

**Title:** _____

**Date:** _____

**This contract is not a valid and binding obligation until approved, dated and executed by Stonewell Bodies & Machine Inc. inc.**

**Oxnard Fire Department**

**Print Name:** _____

**Signature:** _____

**Title:** _____

**Date:** _____

## Construction Period

The delivery of the vehicle shall be spread out over a period needed to complete the 8 CAVs after receipt of the chassis.

The bidder shall not be responsible for delays in delivery due to strikes, acts of God, failure of suppliers to deliver, chassis shortage and other reasons beyond the reasonable control of the builder. Should the bidder be unable to comply with the proposed delivery date, the purchaser shall be notified immediately with the reasons for non-compliance.

## PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be conducted via a Webcast.

## ONE (1) YEAR PARTS & LABOR WARRANTY

Stonewell Bodies & Machine Inc. SWBM Limited Warranty Coverage. General parts and labor warranty for the body, integral components, materials, and workmanship are warranted against defects and failure for one (1) year on parts and labor.

Components purchased by SWBM from suppliers are subject to the warranties provided by those suppliers. Warranty period commences from the in-service date for the body. The body must be used only for its intended purpose. The body must be maintained and serviced according to the guidelines in the supplied documents.

Exclusions: This warranty applies only to the SWBM manufactured body and its integral components and excludes options and accessories, which are covered by separate vendor specific warranties. The warranty is valid only when the body is used for its intended purpose. Warranty does not apply to any product or component that has been overloaded, altered, abused, misused, or damaged by impact or collision. This warranty is not transferable.

Warranty repairs performed by SWBM or its authorized agents: warranty repairs shall be performed at an SWBM facility or at an authorized distributor. SWBM may, at its discretion, pick up and return the vehicle to the owner's location or may request that the owner deliver the vehicle to the repair site.

Warranty repairs performed by non-SWBM Entities: SWBM may authorize a third party to perform warranty repairs. Any such decision will be based on type of repair, distance to the nearest approved SWBM repair site, and urgency of the repair. SWBM must provide written authorization and permission before a non-SWBM entity begins repair or replacement of components. Warranty claims for unauthorized and unsubstantiated work may be denied.

Peripheral, incidental, and consequential damages and claims: The SWBM limited warranty does not apply to damage and failure resulting from misuse, abuse, neglect, accident, improper customer/distributor installation, lack of maintenance, or natural events.

Any modifications by the buyer or any third party, without the prior written consent of SWBM, may void this warranty. Operating conditions, or applications not made known to or contemplated by SWBM at the time of delivery to the buyer may also void this warranty. Damages resulting from any other abnormal operation will not be covered by this warranty. Normal maintenance, wear, and consumable items such as light bulbs are not covered under this warranty.

SWBM will not reimburse for lost time, business, or business opportunity, or for any loss of use related to warranty claims. SWBM will not provide or pay for the use of a rental vehicle, equipment, or tools while warranty work is performed. SWBM will not reimburse for equipment or tools that are damaged, lost, or missing in conjunction with a warranty claim. SWBM is not responsible for, and will not reimburse for mileage, fuel, and wear incurred in the process of driving the vehicle to a repair site or delivery to the end user location, nor for lost time incurred by an owner delivering and picking up a vehicle or associated components.

This limited warranty is the sole and exclusive remedy for defective products manufactured and/or installed by SWBM.

**HOW TO OBTAIN WARRANTY SERVICE FROM STONEWELL BODIES & MACHINE INC.**

Making an appointment for warranty service at an SWBM facility or authorized repair site:

1. Call the SWBM location where your truck was built.
2. Discuss the problem with the warranty representative to determine resolution and repair schedule.

Requesting authorization to perform warranty work:

1. Obtain the following information: All of the information requested in item #2 above.
    a) Documented photographs for any physical damage. (paint, dents, etc.)
    b) Inspection notes by SWBM personnel or a third party representing SWBM if necessary.

2. Call the SWBM location where your truck was built. Discuss the problem with the warranty representative to determine coverage and repair method.

3. The representative will grant permission to perform repairs if approved.

4. IMPORTANT! The representative must issue a Returned Goods Authorization (RGA) number.

5. Defective parts must be returned freight prepaid to SWBM within seven days.

6. If the affected component was purchased from a non-SWBM supplier, please allow extra time for SWBM to contact and work with the supplier.

Stonewell Bodies & Machine Inc. reserves the right to deny any warranty if proper procedures are not followed. Proper documentation, including photos, must be provided for SWBM to validate and approve any claim submitted after repairs are done by a third party.

**FIVE (5) YEAR STRUCTURAL BODY WARRANTY**

Stonewell Bodies & Machine Inc. SWBM Limited Warranty Coverage: the structural integrity of the body, integral components, materials, and workmanship are warranted against defects and failure for five (5) years, with 100% parts and labor coverage. This warranty is in additional to the standard parts and labor warranty attached for the entire body and components.

Components purchased by SWBM from suppliers are subject to the warranties provided by those suppliers. Warranty period commences from the in-service date for the body. The body must be used only for its intended purpose. The body must be maintained and serviced according to the guidelines in the supplied documents.

Exclusions: This warranty applies only to the SWBM manufactured body and its integral components and excludes options and accessories, which are covered by separate vendor specific warranties. The warranty is valid only when the body is used for its intended purpose. Warranty does not apply to any product or component that has been overloaded, altered, abused, misused, or damaged by impact or collision. This warranty is not transferable.

Warranty repairs performed by SWBM or its authorized agents: warranty repairs shall be performed at an SWBM facility or at an authorized distributor. SWBM may, at its discretion, pick up and return the vehicle to the owner's location or may request that the owner deliver the vehicle to the repair site.

Warranty repairs performed by non-SWBM Entities: SWBM may authorize a third party to perform warranty repairs. Any such decision will be based on type of repair, distance to the nearest approved SWBM repair site, and urgency of the repair. SWBM must provide written authorization and permission before a non-SWBM entity begins repair or replacement of components. Warranty claims for unauthorized and unsubstantiated work may be denied.

Peripheral, incidental, and consequential damages and claims: The SWBM limited warranty does not apply to damage and failure resulting from misuse, abuse, neglect, accident, improper customer/distributor installation, lack of maintenance, or natural events.

Any modifications by the buyer or any third party, without the prior written consent of SWBM, may void this warranty. Operating conditions, or applications not made known to or contemplated by SWBM at the time of delivery to the buyer may also void this warranty. Damages resulting from any other abnormal operation will not be covered by this warranty. Normal maintenance, wear, and consumable items are not covered under this warranty.

SWBM will not reimburse for lost time, business, or business opportunity, or for any loss of use related to warranty claims. SWBM will not provide or pay for the use of a rental vehicle, equipment, or tools while warranty work is performed. SWBM will not reimburse for equipment or tools that are damaged, lost, or missing in conjunction with a warranty claim. SWBM is not responsible for, and will not reimburse for mileage, fuel, and wear incurred in the process of driving the vehicle to a repair site or delivery to the end user location, nor for lost time incurred by an owner delivering and picking up a vehicle or associated components.
This limited warranty is the sole and exclusive remedy for defective products manufactured and/or installed by SWBM.

## PAINT WARRANTY

The PPG Commercial Paint Performance Warranty covers the vehicle refinished with specified and approved products for a period of three (3), years beginning the day the vehicle is delivered to the customer / dealer. The warranty provides coverage for the following items:
a) Peeling or de-lamination of the topcoat and or other layers of paint
b) Cracking, checking
c) Loss of gloss caused by cracking, checking, or hazing

## PAINT WARRANTY EXCLUSIONS

Paint deterioration caused by blisters or other film degradation due to rust or corrosion originating from the substrate. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing, or aggressive mechanical wash systems. Paint deterioration caused by abuse, scratches, chips, gloss reduction, accidents, acid rain, chemical fall-out or acts of nature. Failures on finishes due to inadequate film builds. Failures due to improper cleaning or surface preparation or failure to allow the product instructions.

Claims presented without proper warranty documentation.

**"AS BUILT" WIRING DIAGRAM**

The manufacturer shall provide one (1) "as built" wiring schematic, One each per CAV unit, for the electrical components and the wiring system. These diagrams shall be in a notebook type binder, with reference tabs if needed.

# *CHASSIS SPECIFICATIONS*

**COMMERCIAL CHASSIS**

The chassis shall be a new, unused commercial chassis drop shipped to the apparatus body manufacturer's production facility. Stonewell shall conduct the pre-delivery inspection.

**CHASSIS SPECIFICATIONS**

One (1) FORD F350 two axle, drive 4 x 4, single rear wheels (SRW), four (4) door XL super crew cab and chassis

*A CONFIRMING ORDER FROM THE FORD DEALER SHALL CONFIRM ALL EQUIPMENT PROVIDED IN THE SPECIFIC EQUIPMENT GROUP. CHANGES MAY BE MADE WITHOUT NOTICE.*

**REAR MUD FLAPS**

Black mud flaps with the stainless-steel logo shall be installed behind the rear wheels.

**CAB STEPS - AMP RESEARCH POWER STEP XL**

The cab shall be equipped with custom made NFPA embossed diamond plate step assemblies, on each side of the cab.

Spec Sheet

| | |
|---|---|
| MATERIAL | Aluminum |
| WARRANTY | 5 Years/60,000 Miles |
| FINISH | Black |
| BRAND | AMP Research |
| STEP WIDTH | 7" Wide |
| STEP LENGTH | Cab Length |
| STEP TYPE | Running Boards |

Stonewell shall purchase and install the subject steps on the driver and passenger side.

**CUSTOM FABRICATED CENTER CONSOLE AND SWITCH PANEL**

A custom designed console shall be fabricated of .125" smooth aluminum and installed on the cab floor, centered between the driver's and passenger seat, as far rearward as possible. The console shall contain warning light controls, siren, radios and other items that are specified. At the rear of the console, two (2) top loading bins shall each accommodate a 3" binder or single use gloves as required. Access to the center console with access plates on the both sides for maintenance.

One Radio will be mounted on the Ceiling of the CAB with speaker as needed.
The hand mic will be mounted in the center console and not on the ceiling.

A light switch for ground lights On/Off coordinated with a same switch on rear command pack.

Provide and Install:

- Two (2) cup holders
- Two (2) arm rests
- Four (4) Mic. Clips

The console shall have a mechanically fastened top for easy service access and shall be coated with a flat black powder coating on all interior and exterior surfaces for durability and appearance.

**COMPUTER MOUNTS**

**JOTTO DESK UNIVERSAL COMPUTER FLOOR MOUNT**

A powder coated steel lap top mount shall be fasted to the vehicle floor as well as the center console. The computer mount shall secure the computer to the docking station with a Cable-Dock securing system that wraps two nylon-coated steel cables up and over the entire computer. The main support can extend from 17" to 21''.

Gamber Johnson , Mongoose XE15 mounted on the Command pack, Right side

Gamber-Johnson 7300-0196-10 TrimLine Toughbook 33 Docking Station X 2 permit

- Stonewell to purchase and install on center console and on the command pack

# ***BODY AND COMPARTMENT SPECIFICATIONS***

**Stonewell Command Access Vehicle**

**(CAV)**

**Body Specification**

**CAV: 90"L x 78"W x CAB HEIGHT, FULL DOOR**

The CAV body shall be suited to a Short Bed Pick Up Truck. The body shall incorporate Full Length Doors.

**GENERAL OVERVIEW**

The Stonewell Command Access Vehicle (CAV) is a multi-purpose aluminum truck body intended to replace factory made pick up truck beds installed by manufacturers such as Ford, GM and Fiat Chrysler. Once a factory installed bed is removed, ( a $650.00 Credit will go towards purchaser for the removed pack up bed ) the CAV body will be mounted to the frame rails of the chassis and a provide an enclosed structure to store, transport or secure items as needed.

The CAV body is manufactured from an aluminum sub-structure and frame that is skinned with aircraft grade aluminum panels thus enclosing the structure. Three (3) main doors shall provide access to the upper section (frame) of the CAV body, and depending on interior construction, shall provide visibility to the entire above-frame compartment. The CAV is highly versatile in its intended application and with an interior designed to address the specific needs of the user.

In emergency services applications, the CAV can be configured with NFPA-like lighting. Interior and exterior lighting shall be added per customer specifications. Additionally, paint, graphics, lettering, chevrons and striping can be added to support NFPA standards and customer needs.

**FRAME CONSTRUCTION**

The frame of the CAV shall be considered the body structure coming directly in contact with the vehicle chassis though isolated via our mounting system. The frame structure shall be MIG welded and comprised of extruded aluminum tubing made of 6061 x .125'' material, hardened to T-6 specifications. At no time shall the frame of the CAV come in direct contact with the chassis of the vehicle. The frame shall be welded in a proprietary pattern to maximize strength and minimize body flexing. All tubing shall be cut via CNC controlled saw to ensure precise tube section length. Welding of the tubes shall be done in a rotary fixture to minimize tube warpage and ensure proper fit-up for welding. Butt-welding of tubes will include end-chamfering of tube lengths to ensure weld penetration. Additionally, welds shall be no smaller than 3/8" and no larger than ½" and shall be welded on no few than two sides. Where allowable based on construction method, all 4 sides of the tube shall be welded. Tube sides requiring skinning shall have welds ground smooth to minimize skin warpage or deflection.

**HOOP CONSTRUCTION**

Similar to frame construction, the hoop section of the CAV shall be considered the vertical structure mated to the frame and rising vertically to form the storage compartment. The hoop structure shall be MIG welded and comprised of extruded aluminum tubing made of 6061 x .125'' material, hardened to T-6 specifications. All 4 sides of the tube shall be welded to its counterpart. At no time shall the hoop of the CAV come in direct contact with the chassis of the vehicle. The hoop shall be welded in a proprietary pattern to maximize strength and minimize flexing. All tubing shall be cut via CNC controlled saw to ensure precise tube section length and cut angle. Welding of the tubes shall be done on a rotary fixture to minimize tube warpage and ensure proper fit-up for welding. But-welding of tubes will include end-chamfering to ensure weld penetration and angle correctness. Additionally, welds shall be no smaller than 3/8'' and no larger than ½'' and shall be welded on no fewer than (4) four sides. Where allowable, based on construction method, all 4 sides of the tube shall be welded. Tube sides requiring skinning shall have welds ground smooth to minimize skin warpage or deflection. Water "gutters" shall be installed on the side door outer most frame members. These gutters shall enable water to be channeled off the roof surface and follow a path to leave the body without entering the main storage compartment.

**PROTECTIVE COVERING -- FRONT BODY**

The entire front of the apparatus body shall have a protective covering installed. The covering shall be constructed of bright .100" aluminum tread plate material.

**ROOF CONSTRUCTION**

The portion of the hoop considered the roof of the compartment shall be framed with 6061 x .125'' material, hardened to T-6 specifications. The same welding practice as used in the frame and hoop manufacturing process shall be used to construct the roof. The exterior portion of the roof shall be lined with 5052 x .060'' aluminum on the exterior. The exterior skin shall be bonded to the roof frame utilizing an aluminum adhesive, 3M brand VHB double sided tape and zinc coated mechanical fasteners. Any mechanical faster that is exposed to the elements shall be covered with silicone to ensure a water proof seal. To minimize condensation in the compartment, R-15 foam board insulation shall be installed between the roof cross-members and encased between the roof skin and an interior skin (ceiling). To complete the roof section, an interior skin of 5052 x .040'' aluminum shall be installed on the "ceiling" portion of the roof. This skin shall form the interior ceiling. Gussets shall be welded in the corner joints that connect the roof to the hoops. The gussets shall be stitch welded to minimize warpage of either the roof, hoop or gusset.

**SIDE DOOR CONSTRUCTION**

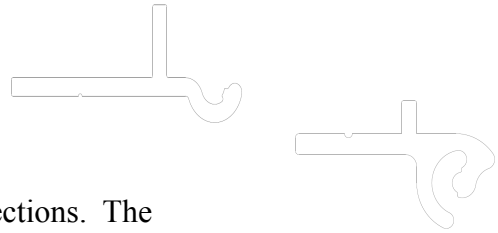
Construction of the CAV side doors shall consist of an interior frame with laminated skin. The exterior portion of the door shall be constructed from 5052 x .090'' aluminum. The exterior skin shall be bonded to the door frame utilizing an aluminum adhesive applied under pressure, and 3M brand VHB double sided tape. Mechanical fasteners shall not be used to fasten the skin to the frame. The frame and door skin shall be angled in such as way as to contour to the shape of the truck. "D" seal shall be applied to the perimeter of the door to create a waterproof seal and a
rain gutter shall be formed to channel water away from the door opening.

**REAR DOOR CONSTRUCTION**

Construction of the CAV rear door shall consist of an interior frame with laminated skin. The exterior portion of the door shall be constructed from 5052 x .090'' aluminum. The exterior skin shall be bonded to the door frame utilizing an aluminum adhesive applied under pressure, and 3M brand VHB double sided tape. Mechanical fasteners shall not be used to fasten the skin to the frame. The frame and door skin shall be mounted to the roof of the body using a stainless steel hinge, with a pin diameter of no less than .125''. "D" seal shall be applied to the perimeter of the door to create a waterproof seal.

**SIDE DOOR HINGES**

The side doors of the CAV unit shall be connected to the roof of the body using a proprietary interlocking sliding hinge. The hinge shall be water proof and shall run full length of the roof surface to evenly disperse the weight of the door. A piano style hinge shall not be used to connect the doors to the roof. Please see an illustration of the roof hinge sections. The hinge shall be connected to the roof and door section and form a water tight union that can slide forward, and aft, to accommodate light contact should the door be struck on the leading or trailing edge - while in the open position.



Stainless steel rivets shall be used to connect the hinge to the door and self tapping screws shall be used to connect the female portion of the hinge to the roof. A sealant shall be applied between the roof and hinge to create a water barrier. Each self tapping screw shall have a factory installed rubber washer to further protect from water entering the main body.

**REAR DOOR HING**

The rear door hinge shall be of a piano style design and shall be stainless steel. The hinge pin diameter shall be no less than .166''. To ensure a water tight connection between the door and the body, the hinge shall be covered with a rubber membrane that is flexible and durable. Additionally, any fasteners used to connect the door to the roof shall be encased in silicone that is applied under power.

**BODY MOUNTING**

The CAV body shall be mounted to the chassis frame using Grade 8 bolts, coil springs, and UHMW polyethylene isolator system; which shall allow for flexing of the chassis frames. This mounting method shall provide the greatest combination of strength and flexibility, allowing for maximum body life and quick removal of the apparatus body from the chassis.

Six (6) .188" thick x 4" custom fabricated steel mountings shall be installed on chassis frame sidewalls, using 1/2" bolts for each mounting to the chassis. The body shall have six (6) 3/8" x 3" aluminum angles welded to the 3" tubular aluminum sub-frame assembly; with four (4) installed forward and two (2) installed aft of the rear axle. Between the body aluminum sub-frame and the lower steel chassis mountings shall be six (6) 2.5" x 1.75" thick wear pads of polyethylene isolators. Six (6) 1,220 inch-pounds steel compression springs shall be installed on these mounting bolts to allow for flexing of the body to chassis mounting.

**COMPARTMENT FLOOR CONSTRUCTION**

The compartment floors shall be .125" #5052-H32 aluminum with a "lip free" and sweep out construction, which shall permit easy cleaning of the compartment. A DA finish shall be applied.

**DOOR HANDLES**

Eberhard stainless steel door handles shall be used on all (3) three compartment doors. Side doors shall be fastened using a slam latch method, while the back door shall utilize a rotary latch and cable system. All door latch points must be adjustable without the need to fully remove the latch. No plastic shall be used in any door handle, latch or striker.

**FASTNERS**

Fasteners are to be stainless steel unless used in roof surfaces or for interior component mounting.

**FUEL FILL ACCESS -- LEFT SIDE and Additional FUEL FILL on RIGHT SIDE**

A Cast Products model #FG2103 fuel fill cover shall be installed on left and Right side of the wheel well area. The cover shall be custom made of polished stainless steel and shall be vertically hinged on the forward side. The fuel cover flange shall be constructed of polished stainless-steel.

**12 VOLT ELECTRICAL SPECIFICATIONS**

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be via mechanical fasteners and rubber grommets

Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime.  Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified by color coding, imprinted labels or permanent marking and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA standards.
Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
- All electrical wiring shall be placed in a protective loom or be harnessed.
- Exposed connections shall be protected by heat shrink material and sealed connectors.

- Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
- Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.
- Warning lights shall be switched in the chassis cab with labeled switches located in an accessible location. Individual switches shall be provided only for warning lights exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator. For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency "calling for the right of way". When the parking brake is activated, a "blocking the right of way" system shall be automatically activated per NFPA requirements. "Clear" warning lights shall be automatically shed on actuation of parking brake.

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications (if required), and test results shall be submitted with delivery documentation per requirements of NFPA.

Surface mounted protected and enclosed conduits shall be installed in the body for routing of the 12-volt wiring. The material and installation shall conform to applicable NFPA and SAE standards. Wiring shall be easily accessed through a removable cover for inspection and maintenance.

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA

**ELECTRICAL ENCLOSURES**

Two (2) electrical wiring enclosures for the 12 volt wiring shall be installed in a rear body compartment with removable panel. Easy access to electrical connections is required.

**12 VOLT POWER SOURCE - DUAL OUTLET**

One (1) dual 12 volt plug-in utility power connection rated at 20 amps shall be provided at rear of CAV body mounted in the vertical tail panel. Model Waytek 78035.

**ELECTRICAL WIRING AND HARNESS**

The body shall be pre-wired with various electrical harnesses and conduits. The 12 volt electrical wiring shall be function coded and enclosed in split loom conduits, suitably secured and protected against heat and physical damage. All wiring shall be sized according to circuit load. All connections are to be of a crimp type with heat shrink insulator where required.

The electrical system shall be divided into separate harnesses. The individual harness shall be connected to the electrical box with Deutsch quick connectors. The apparatus lighting shall be protected by automatic circuit breakers and/or relays. The electrical power to all apparatus lighting and accessories shall be supplied by an ignition activated solenoid.

**IDENTIFICATION LIGHTS**

All LED identification lights shall be installed on the vehicle as required by applicable DOT highway regulations.
Red - Upper Corners - Side and Rear
Amber - Lower Corners - Side and Front

**OPEN DOOR MARKER LIGHT**

A ¾" LED marker light shall be installed in the perimeter of the CAV driver and passenger side door frame corners. The light shall automatically turn on when the door is opened to alert operators of the door location. A total of 4 lights shall be installed in each door. The locations shall be:

- 1 amber in the leading outermost door frame
- 1 red in the trailing outermost door frame
- 1 amber in the outboard front of the door frame
- 1 red in the outermost rear of the door frame

**OPEN DOOR CONSPICUITY TAPE**

Each side doors' outer frame corner shall be wrapped with red and silver conspicuity tape. The tape shall extend approximately 12" from the outermost corner.

**DOT COMPLIANT REFLECTORS**

Reflectors shall be applied to the body to ensure compliance to all State and Federal regulations

**LICENSE PLATE BRACKET**

A license plate bracket with LED light shall be provided at the rear of the apparatus, unless otherwise specified by the department.

**INTERIOR COMPARTMENT FINISH**

The interior bulkhead wall, floor and ceiling surfaces of the body compartments shall be unpainted aluminum. The deck shall be an aluminum DA finish while the bulkhead shall be mill finish. Care shall be taken in the manufacturing process to minimize blemishes. All joints and seams will be sealed with TremPro 644 RTV silicone tined metallic silver.

**PASSENGER SIDE SHELF, 44"W x 20"D (1) SHELF**

An adjustable shelf shall be installed on the passenger side of the CAV body. The shelf unit shall move vertically from deck to ceiling with approximately 40" of travel. Additional shelves may be added to the assembly as Unistrut rails will be installed on both wall sides of the enclosure.

**DRIVER SIDE SHELF, 44"W x 20"D (1) SHELF**

An adjustable shelf shall be installed on the driver side of the CAV body. The shelf unit shall move vertically from deck to ceiling with approximately 40" of travel. Additional shelves may be added to the assembly as Unistrut rails will be installed on both wall sides of the enclosure.

**UNDER BODY COMPARTMENTS - DRIVER & PASSENGER**

One (1) under body equipment storage compartments shall be installed under the body surface, one each side of the apparatus. The dimensions shall be approximately: 18" wide, 11" high, and 10" deep. The compartments shall be constructed of .125" aluminum on all exterior surfaces. Each compartment shall be equipped with a hinged drop down door with latch and retaining cable that prevents the door from dropping past horizontal.

**WHEEL WELL LINER**

A wheel well liner may be added to further protect the underside of the CAV and keep the wheel well area clean and protected. Aluminum mounting flanges shall be welded to the CAV skirt to enable an aluminum liner to be installed. The liner shall be recessed to allow full suspension travel and not restrict wheel rotation.

**REAR WHEEL FENDERETTES - STAINLESS STEEL**

The wheel well openings shall be of sufficient opening to permit the utilization of tire chains or other traction devices. Polished stainless steel fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with threaded aluminum hardware and spaced approximately 3/16" of an inch away from the wheel well panel.

**CAV - FUEL FILL ACCESS -- RIGHT SIDE ADDITIONAL**

A Cast Products model #FG2103 fuel fill shall be installed on right side of the wheel well area. The cover shall be constructed of polished stainless steel and shall be vertically hinged on the forward side via a stainless steel hinge. The fuel cover flange shall be constructed of polished stainless-steel. This is in addition to the left side standard fuel fill. A total of two fuel fills one on each side of the vehicle

**COMMAND CABIINET - 45"W x 19"H x 30"D.**

A custom made Command Cabinet shall be constructed of .125" 5052-H32 laser cut and TIG welded aluminum. The compartments are defined in the explanation below. The cabinet shall be powder coated flat black. and mechanically fastened to the CAV body.

The cabinet shall contain:

1. Across Bottom:
   (1) Command Drawer with tilting command board. A hydraulic strut shall support the command board when in the raised position.
2. Top Left:
   (1) Radio remote head swivel Storage Compartment
3. Lower Left:
   (2) Storage Drawers
4. Center, Left
   (1) File Drawers
5. Center, Right
   (2) Storage Drawers
6. Top Right:
   (1) Installation area for 3 remote radios heads
7. Bottom Right:
   (1) 12V power distribution ares for USB's and 12V plugs

**Driver Side Work Station**

A collapsable work station shall be installed to the driver side. The work station shall be approximately 20" wide and lie flush with the side of the command pack when in the stored position.

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**ELECTRIC DOOR LOCKS**

Remote actuated door locks. Activates all large body-doors with key fob. Includes installation.

**USB PORT**

Two Kussmaul model 091-219-4, 4.2 Amp USB ports shall be installed in the center console. A protective cover shall seal the input ports.

**120 VOLT SHORE POWER RECEPTACLE**

A Kussmaul model 091-55-20-120 20 amp "auto-eject" shore power receptacle shall be provided with hinged weatherproof cover and an enclosure for protection from road dirt and damage The shore power plug shall be "ejected" when the chassis's engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power. Location shall be: Below fuel filler driver side Color shall be Red.

**TAIL, TURN, BACKUP ASSEMBLY LIGHTS**

Two (2) Whelen #M6 Series tail-stop-turn-backup light assemblies shall be provided. and installed. The lights shall be mounted in three (3) stack chrome bezel and installed at rear of the body. The following lights shall be provided:

a) (2) Red tail and stop lights
b) (2) Amber turn signals
c) (2) Back-up lights

COLORD lenses shall be used on all stop, tail and turn lights.

**CEILING LIGHTS TecNiq E - CAV BODY**

Six (6) TecNiq Model E32-L000-1, 14" x 3.5" diameter LED lights shall be mounted to the body ceiling with auto-on function. The lights shall be mounted (2) on each side - Driver, Passenger, Rear.

**CEILING LIGHTS TecNiq - CAV BODY**

Six (6) TecNiq Model E18, 4.55" x 2.75" diameter LED lights shall be mounted to the main body side doors ceiling with auto-on function. The lights shall be mounted (2) on each side - Driver, Passenger, Rear.

**PORTABLE HANDLIGHT**

One (1) Stream light Model Vulcan 180 44315 portable hand light shall be installed including mounting bracket with 12 volt charger wired to the battery system allowing the light to recharge when not in use.
Location: Driver Side PPE (forward) compartment

**PORTABLE HANDLIGHT**

One (1) Stream light Model SLP 20LP portable hand light shall be installed including mounting bracket with 12 volt charger wired to the battery system allowing the light to recharge when not in use.
Location: Center Console Please talk to Aaron about location of this hand light.

**GROUND LIGHT**

A TecNiq E10, 12 volt ground light shall be installed with mounting bracket wired to switch control in cab. There shall be two (2) lights at the rear of the body.
6 total lights shall be installed. Also wire so they operate in reverse and a control switch on center console.

**SCENE LIGHTS**

Two (2) Whelen M6 Series Model # M6ZC 4-5/16" x 6-3/4" scene lights with two (2) # M6P15C chrome flanges shall be provided. The warning light shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 12 white Super-LEDs and a clear optic polycarbonate lens. The light head shall be surface mountable via two screws. Location shall be: Rear Facing in Zone “C” Clear Lenses

**COMPARTMENT LIGHT SWITCHES**
The exterior compartment lights shall be automatically controlled by a door activated "On-Off" switch.

**"DOOR OPEN" OR EQUIPMENT OPERATION WARNING LIGHT**
A "door open" or equipment operation warning light shall be installed on cab dash. The light shall be a red flashing LED light with a red lens. The warning shall active when the transmission is switched to "driver" and an exterior door has been left in the open position.

**Emergency Traffic Warble Switch**
An Emergency Traffic Notification switch shall allow the IC to manually initiate an emergency traffic warble on either the command or tactical radio channels from the front radio center console in the cab and the rear command pack. The switch shall be a three way rocker switch with the center position being the off position.

**MODEM INSTALLATION**
One (1) modem shall be supplied by the purchaser and shall be installed, rear seat area.

**RADIO INSTALLATION**
Four (4) fire radio shall be supplied by the purchaser and shall be installed.
( Three (3) in center console, One (1) On the cab ceiling.)

**INSTALLATION - RADIO ANTENNA**
Four (6) radio antenna shall be supplied by the purchaser and installed on the apparatus at a location to be determined by the Purchaser. Guidelines for radio placement to be provided.

**RADIO CHARGER**
Four (4) 12 volt radio charger shall be supplied by the purchaser and installed on the apparatus. Location shall be: Rear Command Box, driver side and wired to HOT power source.
1. Motorola APX 8000 - Install on rear command pack, Drivers side recessed
1. Motorola APX 8000 - Install in Center Console
1. Bendex King Commander - in Center Console
1. ICOM IC-A14 - in Center Console

**RADIO SPEAKER**
Four (4) fire radio speaker supplied by the purchaser and installed. Location shall be: Rear at Command pack per drawing

**RADIO REMOTE HEAD**
One (4) fire radio remote head shall be supplied by the purchaser and installed. Price includes radio cable not to exceed 25 feet.
(3) Kenwood 5700 in center console
(1) Motorola APX 8500 located in Ceiling above center console.

When vehicle is off, rear radios turn on and can be used on battery power in addition to normal use when the rear door is opened.

**ADDITIONAL CABLE**
BX Cable from Console to Command Pack

**12 VOLT POWER SOURCE**
One (1) 12 volt power and ground connection rated at 20 amps shall be installed in cab.

**12 VOLT POWER SOURCE**
Two (2) 12 volt plug-in utility power connection rated at 3.1 amps shall be provided in cab.

**BACK-UP ALARM**
The vehicle shall be provided with a Whelen model #WBUA112 automatic 97dB (decibel rating) back-up alarm that shall activate automatically whenever the vehicle's transmission is placed into reverse gear. There shall be no back-up alarm cut-off switch, in violation of safety regulations.

**REINSTALL OEM BACK UP CAMERA**
The Original OEM back up camera shall be re-mounted in the body of the Stonewell apparatus. Stonewell shall manufacture a bracket to hold the camera and locate the assembly in a location most suited to providing an unobstructed view. All OEM cables shall be reused.

**ELECTRONIC SIREN**
Whelen Model C399, CCTL6 - CEN-COM CORE, self contained electronic siren shall be provided. The 100/200 watt, with (8) function siren shall have hands-free operation with public address and radio re-broadcast features. The siren shall have the following tones: wail, yelp, mechanical, hi-low, yelp-249, whoop/warble (Power call type tone), and air horn. The siren shall be able to operate in dual or mono modes. The OBDII port plug shall be included.

- Core Siren / Light Controller, Amplifier Control Module, 3 WeCanX Ports, and
- Controls up to 99 Devices/Remote Modules, Control Heads Purchased Separately
- Core Head, Knob Slide Switch
- Core CANport OBDII Interface, 2020+ Ford
- Core External Amplifier Module
- Core Expansion Module, 16 Outputs
- Core Vehicle to Vehicle Module
  Reference the Hand out from WATCO

**SIREN SPEAKERS**

Two (2) Whelen Model #SA315P, Projector Series siren speakers shall be provided with SABKT9 bracket. The 100 watt siren speakers shall be designed in a black nylon composite housing with 123 decibel rating. Location shall be: Behind front bumper with ample space for sound

**MECHANICAL SIREN**

One (1) Whelen HOWLER low frequency siren shall be provided and installed. The Howler shall use the output of a standard emergency vehicle siren and shall synthesize a low frequency vibrating signal. The Howler shall amplify this signal to drive Whelen low frequency speakers.

The Howler shall incorporate the latest solid-state designs for superior reliability and sound quality. The system shall be comprised of an amplifier, two speakers, a timer, and mounting hardware.

The siren shall be controlled while the main siren is activated.
When main siren is on, the Howler will operate via the vehicle horn on steering wheel

**LIGHTBAR**

A Whelen Model Liberty Liberty 2, WCX CTD DDDLED Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

**ZONE A -- UPPER -- TRAFFIC LIGHT CONTROL**

One (1) Opticom traffic light emitter system and control device shall be installed as specified on the apparatus cab roof. Model IJ795HT in the Light bar

**ZONE A -- UPPER -- TRAFFIC LIGHT CONTROL**

One (1) EMTRAC traffic light control system and control device shall be installed as specified on the apparatus cab roof. This is a second traffic control system is separate from the light bar system.
The Purchase of the EMTRAC system will be by Oxnard Fire and shipped to Stonewell for Installations

**WARNING LIGHT - IONs TO BE CLEAR**

All Others Warning lights shall be RED, AMBER or WHITE as required.

**ZONE A -- LOWER FRONT WARNING LIGHTS**

Four [4] RED/CLEAR Whelen ION™ TLI2D Series Super-LED® Universal Light Surface Mount. Grill lights shall be RED/CLEAR, shall have no less than three [3] square inches of lens area, and have no less than a 5 year warranty. The light heads used shall meet or exceed the specifications set forth in KKK 1822-F, CAC Title 13 Article 22, SAE J595 and SAE J845. Housing shall be a die cast aluminum and chrome plated for corrosion

protection. The grill lights shall have a means of disconnect such that the front grill assembly may be removed with the lights still mounted without having to cut too controlling wires.

**ZONE A -- LOWER FRONT WARNING LIGHTS**

Four [4] RED/CLEAR Whelen ION™ Series Super-LED® Universal Light Surface Mount. Intersection lights shall be RED/CLEAR, shall have no less than three [3] square inches of lens area, and have no less than a 5 year warranty. The light heads used shall meet or exceed the specifications set forth in KKK 1822-F, CAC Title 13 Article 22, SAE J595 and SAE J845. Housing shall be a die cast aluminum and chrome plated for corrosion protection. The grill lights shall have a means of disconnect such that the front grill assembly may be removed with the lights still mounted without having to cut too controlling wires.

**ZONE B AND D -- LOWER REAR BODY WARNING LIGHTS**

Two [2] Whelen ION Red/Clear Warning Lights. Side body warning lights shall be mounted centered above the rear wheel well with a chrome flange. The provided warning light shall incorporate Linear Super-LED® and Smart LED® technology. The light head configuration shall consist of 18 clear Super-LEDs and a clear optic polycarbonate lens. The warning light, with the aid of two screws, shall have the ability to be installed as a surface mount warning light. The light head shall utilize optic collimators and a metalized reflector for maximum illumination.

**ZONE B AND D -- UPPER FRONT BODY SIDE WARNING LIGHTS Red Lenses**

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC chrome flange shall be installed in the front upper body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a RED optic polycarbonate lens. The lightheads shall be surface mountable via two screws. The lightheads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lightheads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

**ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS. Red Lenses**

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC chrome flange shall be upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a RED optic polycarbonate lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a clear vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

**ZONE C -- UPPER REAR WARNING LIGHTS**

Two (2) Whelen M6R 4-5/16" x 6-3/4" warning lights and a M6FC chrome flange shall be upper body rear body panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 RED Super-LEDs and an RED optic polycarbonate lens. The light heads

shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

**SEGMENT (16) HEAD TRAFFIC ADVISOR - SOUND-OFF-SIGNAL**

Sixteen (16 total ) Sound Off Signal light heads and bessels shall be mounted to the top and underside frame edge of the rear door. This arrangement of lights heads can be controlled via the Whelen Core siren to create flash patters such as : sweeping left, sweeping right, full-on for backing up visibility, red warning, alternating flashing and many more. In addition the top 8 light traffic advisor will function as the rear facing amber emergency light.

**EMERGENCY LIGHTS IN RELATION TO SHIFT**

Assignment of lights in relation to vehicle Drive and Park to be same as current BC rigs. A list of lightS and action in relation to vehicle shifter to be sent to Stonewell body from Oxnard Fire. White light to be off when vehicle in park.

**INVERTER - KUSSMAUL INVERTER CHARGER**

Auto Power1500W Inverter Charger ( AP 1500 )
MODEL: 091-26312-1500
Heavy gauge insulated wire shall be run to the 12V vehicle battery and shall be fuse protected.

- **Inverter**: 1500 Watt Continuous /4500 Watt surge
- **Charger:** 55 Amps Max
- Pure Sine Wave
- Built-in automatic load transfer relay
- Built-in high output 3 stage charger (1-hr boost)
  for rapid battery replenishment- programmable
  for various battery types; Gel, Lead Acid, or AGM battery
- Automatic over temperature shutdown, and AC
  output circuit breakers
- Charger will recharge depleted batteries with <1V
- Automatic low battery shutdown at 10.5 VDC with in-rush delay
- Power Save mode feature: automatically detects when a load is not connected to minimize energy consumption.
- Heavy duty powder coated aluminum construction and conformal coated circuitry
- Built to meet **NFPA 1917 (KKK)** Specification
- Works with Super Auto Eject with Deluxe Covers
- **UL 458** Listed

**Battery Power Cut off switch**

The switch shall have have a cover and when switched off shall isolate the batteries so power is not drained while the vehicle is unplugged.

**AGM Batteries for Inverter**

One (1) 900 CCA Optima 3478DT AGM battery shall be installed to supply 110V power. An inline 300A beaker shall be installed. The battery shall be connected with no less than 2/0 Gauge wire.

**120 VOLT STRAIGHT BLADE RECEPTACLE**

One (1) 120-volt 20 amp straight blade duplex receptacle shall shall be located on top of the command pack.

**BODY PAINTING SPECIFICATIONS - ROOF EXCLUDED**

In preparation for painting, the body will be DA sanded and care will be taken to remove any reasonable surface blemishes, scratches, divots or marks that may appear post painting. Additionally, any surface marks that are not satisfactorily removed through DA sanding will be filled with automotive body filler to enhance surface preparation and post painting appearance.

The driver and passenger sides of the body shall be painted, as follows:

Manufacturer: PPG

Materials:

a) F3963 Pigmented wash primer

b) F3970 Urethane Primer

c) Delfleet Evolution FBCH Polyurethane Basecoat

d) Delfleet Evolution Urethane Clear

e) Delfleet Evolution FBC is a Polyurethane 3.5 VOC Basecoat designed to produce ultimate durability with the wet look appearance. The clear coat is a premium-quality urethane. The clear coat offers gloss and durability features.

f) The body shall be wet sanded, buffed and polished.

g) One color: Ford Race Red match the CAB

**BODY VINYL LETTERING WHITE**

The apparatus body lettering shall be vinyl white material, shaded in black and encapsulated in clear Mylar. Quantity of (50) 3.5" letters installed as directed by purchaser.

**HINGED COMPARTMENT DOOR STRIPING and CAB Doors**

All chassis compartment door edges or inside box pan shall have reflective stripe applied vertically in a white. The stripe shall be a 2" minimum in width and tapered.

Each vehicle will have different numbering to identify the correct unit.

To be matched with Vin numbers, Supplied by Oxnard Fire.

**REFLECTIVE STRIPING**

The front and sides of the cab and body shall be provided with a 1" x 4" x 1" wide reflective multi-stripe. There shall be a 1" gap between each of the stripes. The striping shall be placed up to 60" above ground level and shall conform to applicable NFPA sections relating to reflectivity requirements. At least 50% of the perimeter length of each side, and at least 50% of the perimeter width of the front of the vehicle shall have reflective striping.

**REAR BODY -- CHEVRON STRIPING**

The 50% of rear body surfaces shall have 3M Scotchlite Diamond Grade 6" wide reflective red and orange striping installed. The Chevron style stripe shall be applied at a 45-degree angle, pointing towards the center upper portion of the rear apparatus.

The Chevron shall be applied to the body only and the door shall be left painted.

Red - "Yellow ( Orange Color ) 3m Series 983 - 71"

**FIRE EXTINGUISHERS**

**DRY CHEM**

One (1) Amerex Model A411, 20# ABC dry chemical fire extinguisher and Model 810 mounting bracket shall be provided and installed. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

**WATER EXTINGUISHER**

One (1) Amerex 240, 2-1/2 gallon pressurized water extinguisher and Model 810 mounting bracket shall be provided and installed on the apparatus.

**SCBA MOUNTING BRACKET**

Two (2) Zico 30 minute SCBA air pack mounting bracket shall be installed in the specified compartment. The mounting bracket shall have spring tension to retain the cylinder. Location shall be: CAV Body

"**Shipping Price to be Determined at time of Shipping"**

**CAV BODY - OUTGOING FREIGHT**

A Command Access Vehicle body will be shipped to the address designated by the Fire Department. Freight terms are FOB Stonewell Bodies, Genoa New York.

**MOUNTING HARDWARE, NUTS AND BOLTS**

All mounting hardware shall be supplied by Stonewell. A box containing all hardware, including eurathane mounting pucs, rubber bumpers, grade 8 bolts, locking nuts and washers.

**RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING THE INTENT OF THE CITY TO BE REIMBURSED FOR CERTAIN CAPITAL EXPENDITURES FROM THE PROCEEDS OF INDEBTEDNESS**

**WHEREAS**, the City of Oxnard (the "City") intends to acquire and equip emergency fire equipment and vehicles to be used to perform its essential governmental functions (the "Project"); and

**WHEREAS**, the City will pay certain Capital Expenditures in connection with the Project (the "Expenditures") prior to the issuance of one or more series of tax-exempt obligations in the expected approximate principal amount of $1.5 million (the "Indebtedness") for the purpose of financing costs associated with the Project; and

**WHEREAS**, the City reasonably expects that certain of the proceeds of the Indebtedness will be used to reimburse the City for the Expenditures; and

**WHEREAS**, Section 1.150-2 of the Treasury Regulations requires the City to declare its reasonable official intent to be reimbursed for prior Capital Expenditures made for the Project with proceeds of a subsequent borrowing.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES AS FOLLOWS:**

SECTION 1. The City finds and determines that the foregoing recitals are true and correct.

SECTION 2. This Resolution is being adopted solely for purpose of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations, and does not bind the City to make any expenditure, incur any indebtedness, or proceed with the Project.

SECTION 3. The City declares its official intent to use proceeds of the Indebtedness to reimburse itself for Expenditures made on or after the date which is no more than 60 days prior to the date of adoption of this Resolution.

SECTION 4. The City will make a reimbursement allocation, which is a written allocation by the City that evidences the City's use of proceeds of the Indebtedness to reimburse itself for an Expenditure, no later than eighteen (18) months after the later of the date on which the expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid.

SECTION 5. The City recognizes that exceptions are also available under the Treasury Regulations for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five (5) years.

SECTION 6. This Resolution shall take effect upon its adoption by this City Council.

PASSED AND ADOPTED THIS 6th day of September, 2022, 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

# PURCHASE ORDER

**CITY OF OXNARD**
**300 WEST 3RD STREET**
**OXNARD, CA 93030**

**PURCHASE ORDER NO. 008860**

DATE: 8/31/2022

**VENDOR PHONE:** (315)497-3512
**VENDOR FAX:** ( ) -
**VENDOR #:** 24597
**VENDOR ADDRESS:** STONEWELL BODIES & MACHINE, IN
625 SILLS RD
GENOA, NY 13071

**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 |
|---|---|---|---|
| 08/31/2022 | 0000006340 | 08/31/2022 | LOU SPOSITO |
| **FOB** | **ACCOUNT NUMBER** | | **AUTHORIZED BY** |
| | 31322608268606 | | ERIC HERNANDEZ |

| ITEM # | QUANTITY/ UNIT | DESCRIPTION ARTICLE OR SERVICE | UNIT COST | EXTENDED COST |
|---|---|---|---|---|
| 1 | 869,632.00 / DL | UPFITTING OF 8 F350 | 1.0000 | 869,632.00 |

WRK W/B PERFORMED IN NEW YORK,DLVRY VIA COMMON CARRIER, NO BTC RQRD*AM
9.6.22 ITEM L.5

**TOTAL PURCHASE AMOUNT** **$869,632.00**

**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

ee 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. L.6**

**DATE:** September 6, 2022

**TO:** City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority Board

**FROM:** Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

**SUBJECT:** 2023 Meeting Schedule for Legislative Bodies.

**RECOMMENDATION**

That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority:

1. Select the final Committee date in the month of December; and
2. Adopt the proposed meeting dates for the calendar year 2023.

(This item did not originate in Committee.)

**BACKGROUND**

On November 13, 2018, the City Council adopted Ordinance No. 2949 amending Chapter 2, Article 1, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees, to take effect January 1, 2019. Per Oxnard City Code section 2-1.1, the City Council will meet the first and third Tuesdays of the month. City Committees will meet the second and fourth Tuesdays of the month. The Council has the ability to schedule additional meetings or cancel meetings as necessary.

Staff proposes the following meeting dates for the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority for calendar year 2023:

January 3 and 17
February 7, 11 and 21
March 7 and 21
April 4, 13 and 18
May 2 and 16
June 6, 20 and 29
July 5, 18 and 27
September 5 and 19
October 3 and 17
November 7 and 21
December 5 and 19

Staff proposes the following meeting dates for the City Council Committees for calendar year 2023:

January 10 and 24
February 14 and 28

March 14 and 28
April 11 and 25
May 9 and 23
June 13 and 27
July 11 and 25
September 12 and 26
October 10 and 24
November 14 and 28
December 12, and either 21 or 27

Due to Christmas Eve falling on a Sunday in 2023, the City is observing the Christmas Eve half-day holiday on Tuesday, December 26, 2023. Council will need to determine if it prefers to hold the final Committee meeting on Thursday, December 21 or Wednesday, December 27.

The Tuesdays on which the Council would not meet, along with the reasons, are listed below:

August 1, 8, 15, and 22 - Council recess the month of August.
July 4 - Fourth of July holiday.

This schedule results in a total of 26 City Council meetings and 22 City Council Committee meetings for the 2023 calendar year. The Council has the ability to schedule additional special meetings as needed.

It is further recommended that Council continue the practice previously authorized by Council on June 4, 2013, of commencing the public portion of the meetings at 6:00 p.m. Closed sessions would continue to start as early as 4:30 p.m., as needed.

Residents are invited to participate in the Council meetings in person. These meetings are also televised on Spectrum, Channel 10 and Frontier Communications, Channel 35. Finally, residents have access to these public meetings via the City's webpage or YouTube, both in real time and archived following the meetings at www.oxnard.org/city-meetings.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Elyssa Vasquez, Administrative Assistant, Luly Lopez, Executive Assistant I*

**ATTACHMENTS**

1. DRAFT 2023 Council_Committee Calendar 8.3.22

# 2023 Oxnard City Council Meetings

City Council (1st & 3rd Tues)

City Council to select meeting date

Committee (2nd & 4th Tues)

Closed Friday

Holiday

Half-Day Holiday

**January 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | ~~2~~ | 3 | 4 | 5 | ~~6~~ | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | ~~16~~ | 17 | 18 | 19 | ~~20~~ | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |
| | | | | | | |

**February 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | ~~3~~ | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | ~~17~~ | 18 |
| 19 | ~~20~~ | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |
| | | | | | | |

**March 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | ~~3~~ | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | ~~17~~ | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | ~~30~~ | ~~31~~ | |
| | | | | | | |

**April 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
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| 9 | 10 | 11 | 12 | 13 | ~~14~~ | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | ~~28~~ | 29 |
| 30 | | | | | | |

**May 2023**

| S | M | T | W | T | F | S |
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| 7 | 8 | 9 | 10 | 11 | ~~12~~ | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | ~~26~~ | 27 |
| 28 | ~~29~~ | 30 | 31 | | | |
| | | | | | | |

**June 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
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| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | ~~23~~ | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |
| | | | | | | |

**July 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
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| 2 | 3 | ~~4~~ | 5 | 6 | ~~7~~ | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | ~~21~~ | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**August 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | ~~4~~ | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | ~~18~~ | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |
| | | | | | | |

**September 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | ~~1~~ | 2 |
| 3 | ~~4~~ | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | ~~15~~ | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | ~~29~~ | 30 |
| | | | | | | |

**October 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
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| 8 | 9 | 10 | 11 | 12 | ~~13~~ | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | ~~27~~ | 28 |
| 29 | 30 | 31 | | | | |
| | | | | | | |

**November 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | ~~9~~ | ~~10~~ | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | ~~22~~ | ~~23~~ | ~~24~~ | 25 |
| 26 | 27 | 28 | 29 | 30 | | |
| | | | | | | |

**December 2023**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | ~~8~~ | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | ~~22~~ | 23 |
| 24 | ~~25~~ | ~~26~~ | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**PUBLIC HEARINGS**
**AGENDA ITEM NO. M.1**

**DATE:** September 6, 2022

**TO:** City Council

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

**SUBJECT:** Edward Byrne Memorial Justice Assistance Grant Program FY2022 Local JAG. (0/10/10)

## RECOMMENDATION

That City Council conduct a public hearing and adopt a resolution:

1. Ratifying the prior execution and submission of an application for U.S. Department of Justice (DOJ) grant funds in the amount of $99,611 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022 Local Solicitation with no matching fund requirement;

2. Authorizing the City Manager to execute a Memorandum of Understanding with the County of Ventura and the City of San Buenaventura designating the City of Oxnard as the lead agency and fiscal agent for the JAG;

3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award;

4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget appropriation for the use of JAG funds upon award; and

5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

(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/ITP85ohGglQ

## BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures. A recent JAG funding allocation list provided by the Bureau of Justice Assistance (BJA) announced that the combined award amounts for agencies within Ventura County totals $99,611. Of this amount, the City of Oxnard is eligible to receive an award of $57,972. Matching funds are not required.

BJA requires that a joint application be submitted by agencies within Ventura County. The City of Oxnard, whose award amount is 58% of the overall JAG award eligibility among Ventura County and its cities, will serve as the grant's lead agency. The lead agency will submit the application on behalf of all parties, and will receive the award and disburse it to other grantees within Ventura County. The City of Oxnard intends to reallocate ten percent (10%), or $9,962 of the total countywide award eligibility to the City of Oxnard for costs related to administering the grant.

Of the $99,611 in countywide JAG funding, the awards will be distributed as follows:

| Agency | Agency Base Award Eligibility | 10% Administration Fee | Agency Adjusted Award Amount | Oxnard Total |
|---|---|---|---|---|
| Oxnard City | $57,972 | $5,798 | $52,174 | $62,136 |
| San Buenaventura City | 31,466 | 3,147 | 28,319 | |
| Ventura County | 10,173 | 1,017 | 9,156 | |
| Total | $99,611 | $9,962 | $89,649 | |

Funds from this grant can be used to improve or enhance law enforcement programs and preserve and/or create jobs, which may include equipment/supplies, training, personnel, and/or contractual support. Grantees may utilize JAG funds for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice. The grant monies may not supplant or replace funds that have been appropriated for the same purpose.

The Oxnard Police Department will apply its $52,174 share of the JAG award towards the purchase of ballistic vests for the City's Tactical Emergency Medical Program (TEMS).

The application deadline for JAG grant funding was August 8, 2022. In order to meet that deadline, staff needed to submit the City's application prior to receiving Council authorization.

**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**

Approval of this recommendation will not have an impact on the General Fund. This grant does not require any matching contribution. The funding will serve to supplement public safety and will not supplant existing efforts.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Delia Campbell, Police Finance Manager*

**ATTACHMENTS**

1. Resolution
2. SF-424
3. PowerPoint Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF GRANT APPLICATION AND APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING DESIGNATING THE CITY OF OXNARD AS THE LEAD AGENCY AND FISCAL AGENT FOR GRANT FUNDS

WHEREAS, City Council Resolution No. 12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, U.S. Department of Justice grant funds in the amount of $99,611 from the Edward Byrne Justice Assistance Grant (JAG) Program has been allocated to law enforcement agencies within the County of Ventura; and

WHEREAS, a joint application for JAG funds must be submitted by law enforcement agencies within the County of Ventura; and

WHEREAS, the County of Ventura and the City of San Buenaventura have designated the City of Oxnard as the lead agency and fiscal agent for the JAG; and

WHEREAS, the Police Department has requested the City Council approve the submittal of a joint application to the U.S. Department of Justice for $99,611 in JAG funds, with the City's portion to be used to purchase ballistic equipment.

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

1. The City Manager is authorized to execute and submit a grant application for the Edward Byrne Memorial Assistance Grant (JAG) Program.

2. The City Manager is authorized to execute a Memorandum of Understanding with the County of Ventura and the City of San Buenaventura, designating the City of Oxnard as the lead agency and fiscal agent for the JAG.

3. The City Manager or designee is authorized to execute grant agreements.

4. The Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve administrative budget adjustments for the use of the grant funds.

5. The Chief of Police or designee is authorized to submit all program related progress or status reports.

PASSED AND ADOPTED THIS 6th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

John Zaragoza, Mayor

ATTEST:

_____

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

OMB Number: 4040-0004
Expiration Date: 12/31/2022

## Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 08/01/2022

4. Applicant Identifier: 081790214

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: CITY OF OXNARD

* b. Employer/Taxpayer Identification Number (EIN/TIN): 956000756

* c. UEI: JKLUB9N3DXH7

**d. Address:**

* Street1: 305 WEST 3RD STREET
Street2:
* City: OXNARD
County/Parish: VENTURA
* State: CA: California
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 93030-5790

**e. Organizational Unit:**

Department Name: OXNARD POLICE DEPARTMENT

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:
* First Name: JORDAN
Middle Name:
* Last Name: AU
Suffix:

Title: ACCOUNTANT

Organizational Affiliation:

* Telephone Number: 805-385-7649
Fax Number:

* Email: jordan.au@oxnardpd.org

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

**11. Catalog of Federal Domestic Assistance Number:**

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

*** 12. Funding Opportunity Number:**

O-BJA-2022-171368

* Title:

BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation

**13. Competition Identification Number:**

C-BJA-2022-00155-PROD

Title:

Category 2 - Applicants with eligible allocation amounts of $25,000 or more

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

COUNTY OF VENTURA FY2022 JUSTICE ASSISTANCE GRANT

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: CA26 | * b. Program/Project: CA26

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2021 | * b. End Date: 09/30/2025

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 99,611.00 |
| * b. Applicant | 0.00 |
| * c. State | 0.00 |
| * d. Local | 0.00 |
| * e. Other | 0.00 |
| * f. Program Income | 0.00 |
| * g. TOTAL | 99,611.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 08/01/2022.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: | * First Name: JASON

Middle Name:

* Last Name: BENITES

Suffix:

* Title: CHIEF OF POLICE

* Telephone Number: 805-385-7624 | Fax Number:

* Email: jason.benites@oxnardpd.org

* Signature of Authorized Representative: Delia Campbell | * Date Signed: 08/01/2022

# EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FY2022 LOCAL JAG

- Christopher Williams, Assistant Police Chief
- Delia Campbell, Police Finance Manager

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION

The City Council conduct a public hearing and adopt a resolution:

- Ratifying the prior execution and submission of a grant application for the U.S. Department of Justice grant funds in the amount of $99,611 from the Edward Byrne Memorial Justice Assistance Grant Program FY2022 Local Solicitation, also known as JAG grant.

- Authorizing the City Manager to execute a Memorandum of Understanding with the County of Ventura and the City of San Buenaventura designating the City of Oxnard as the lead agency and fiscal agent of the grant.

# BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) Local Program is the primary provider of federal criminal justice funding to state and local jurisdictions.

Funds from this grant can be used to improve or enhance law enforcement programs, which may include the purchase of equipment/supplies, training, personnel, and/or information systems for criminal justice. It can not be used to supplant or replace funds that have been appropriated for the same purpose.

No matching contribution is required.

JAG is a non-competitive, formula based grant. It is based on the local government's proportion of the State's 3-year violent crime average and population.

# Allocation

| Agency | Agency Base Award Eligibility | 10% Administrative Fee | Agency Adjusted Award Amount | Oxnard Total |
|---|---|---|---|---|
| Oxnard City | $ 57,972 | $ 5,798 | $ 52,174 | $ 62,136 |
| San Buenaventura | 31,466 | 3,147 | 28,319 | |
| Ventura County | 10,173 | 1,017 | 9,156 | |
| Total | $ 99,611 | $ 9,962 | $ 89,649 | |

# GRANT FUND USE

The Department will use its $ 52,174 share of the award towards the purchase of ballistic vests for the SWAT Team's Tactical Emergency Medical Program (TEMS).

CITY OF OXNARD CALIFORNIA

# QUESTIONS

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**PUBLIC HEARINGS**
**AGENDA ITEM NO. M.2**

**DATE:** September 6, 2022

**TO:** Housing Authority

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

**SUBJECT:** Family Self-Sufficiency Action Plan. (0/5/5)

**RECOMMENDATION**

That the Board of Commissioners:

1. Hold a public hearing to receive comments concerning the Oxnard Housing Authority Family Self-Sufficiency Action Plan; and

2. Adopt a resolution approving the Oxnard Housing Authority Family Self-Sufficiency Action Plan and authorizing the Housing Director to execute and submit all reports and documents required to comply with federal policies and procedures regarding the Family Self-Sufficiency Action Plan.

(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/bUCs9m7EZ6Y

**BACKGROUND**

The origin of the Family Self-Sufficiency program is in two pilot projects implemented in 1986 and 1990, Project Self-Sufficiency and Operation Bootstrap, respectively. These projects were set up to test self-sufficiency programs for families with housing subsidies, and both demonstrated that families needed essential services to move toward economic self-sufficiency. Their success eventually led to the creation of the Family Self-Sufficiency program under the National Affordable Housing Act.

Participation in the Family Self-Sufficiency program became mandatory in 1993 for any new increments of funding issued to public housing authorities. The Family Self-Sufficiency program requires the Public Housing and Section 8 program assistance, together with public and private resources, to provide supportive services, case management, and an escrow account for participating families. The program's goal is to enable low-income families to increase their earned income, achieve economic stability, and reduce or eliminate their need for public subsidies. Family Self-Sufficiency Program Coordinators create plans with the participant families to achieve goals and connect them with services that will assist them in making progress towards economic security. As the family's earnings increase, the difference between the original rent and the increased rent due to increased earned income is credited to an interest-bearing escrow account on the family's behalf. Once the family completes the program, they are eligible to receive the escrow funds, plus interest. Many families use their funds towards the purchase of a home, debt reduction, post-secondary education or to start a new business.

In 2018, expansive changes were made to the Family Self-Sufficiency program by the Economic Growth, Regulatory Relief, and Consumer Protection Act. On September 21, 2020, the Department of Housing and Urban Development

published a proposed rule (85 FR 59234) to implement changes required by the Economic Growth Act and to streamline the Family Self-Sufficiency program.

The final rule was published in the Federal Register with an effective date of June 16, 2022 and compliance is required by November 14, 2022. In July 2022, the Department of Housing and Urban Development also announced that all PHAs are required to have their Family Self-Sufficiency Action Plans reviewed and approved before the compliance deadline. A model plan and corresponding training became available on July 20, 2022, at which time the Oxnard Housing Authority drafted the proposed Family Self-Sufficiency Action Plan. In order for the Department of Housing and Urban Development to review the Family Self-Sufficiency Action Plan by the November deadline, public housing authorities must submit their plans by September 30, 2022.

**DISCUSSION**

All public housing authorities are required by the Department of Housing and Urban Development to have an approved action plan before implementing a Family Self-Sufficiency program. The plan establishes policies to ensure that the program is operated in a manner that is consistent with federal regulations as well as local goals and objectives. The plan is a supporting document to the Agency Plan and any significant revisions require an opportunity for public review and comment. The Action Plan must be amended to be compliant with the Final Rule. The changes to the Family Self-Sufficiency program include:

1. Updating the mandatory size of a Family Self-Sufficiency program;

2. Updating the definition of eligible families;

3. Allowing family members other than the head of household to sign the contract of participation and to meet the employment obligation;

4. Amending the definition of supportive services;

5. Amending the term of the contract of participation;

6. Amending requirements for the management of the escrow funds; and

7. Amending reporting requirements.

The Department of Housing and Urban Development also proposed changes that are not statutorily required, such as removing references to the establishment of mandatory programs; requiring at least one program participant from each housing assistance program to participate on a program coordinating committee; revising the amount of time a family must be independent from welfare assistance; expanding the definition of “good cause”; requirement of nullification when the Oxnard Housing Authority determines that services integral to the family’s advancement towards self-sufficiency are not available; and revising several provisions when a family moves to another jurisdiction.

All public housing authorities are required to update their Family Self-Sufficiency Action Plans to reflect the new regulations, submit to the Department of Housing and Urban Development and be approved before new participants may be enrolled under the new regulations. The Oxnard Housing Authority must then contact existing program participants to discuss the new rules and give them an opportunity to update their contract of participation so that the new rules can apply to them.

The benefits for a family to switch include:

1. Only have to be welfare-free at the time of graduation;

2. Monthly escrow credits can continue to grow if a family is between fifty and eighty percent of the area median income;

3. The term of the contract of participation is now longer;

4. The definition of “good cause” for an extension is broader; the head of household under the rental assistance program does not have to be the same as the head of a family self-sufficiency family; and

5. The possibility of termination with escrow disbursement under certain circumstances.

A copy of the Oxnard Housing Authority’s revised Family Self-Sufficiency Action Plan was made available for public comments starting on July 28, 2022 for a period of forty-five days. An electronic copy is available on the City of Oxnard Housing Authority’s website at: www.oxnard.org/city-department/housing/. The plan is attached. The plan was submitted to the Resident Advisory Board consisting of Tenant Commissioners, public housing residents, and Section 8 Program participants. The Resident Advisory Board conducted a public meeting on July 28, 2022. Staff presented the draft plan and responded to inquiries from board members and others. No written comments were received.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact on the item.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Emilio Ramirez, Housing Director*

**ATTACHMENTS**

1. Family Self Sufficiency Action Plan
2. Resolution
3. PowerPoint Presentation

# City of Oxnard Housing Authority

# Family Self-Sufficiency Program (FSS) Action Plan

July 1, 2022

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# Chapter 1

# THE FAMILY SELF-SUFFICIENCY PROGRAM AND THE FSS ACTION PLAN

## INTRODUCTION

This chapter provides an overview of the family self-sufficiency (FSS) program and FSS action plan, including the purpose, organization, and required contents of the FSS action plan.

Part I: The Family Self-Sufficiency (FSS) Program and FSS Action Plan: This part provides an overview of the family self-sufficiency program and the purpose of the FSS action plan.

Part II: Requirements of the FSS Action Plan: This part covers action plan requirements, including development, revision, and contents of the action plan. It also contains information on family demographics, which is part of the required contents of the action plan.

## PART I: THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM AND FSS ACTION PLAN

### 1-I.A. OVERVIEW OF THE FAMILY SELF-SUFFICIENCY PROGRAM

The origins of the FSS program are in two pilot projects implemented in 1986 and 1990, Project Self-Sufficiency and Operation Bootstrap, respectively. These projects were set up to test self-sufficiency programs for families with housing subsidies, and both demonstrated that families needed essential services to move toward economic self-sufficiency. These services include child care, transportation, medical care, and long-term education and training.

In the wake of the successful demonstration of these projects, family self-sufficiency became one of the initiatives under the Homeownership and Housing Opportunities for People Everywhere (HOPE) program enacted in 1990, and the FSS program was subsequently created under the National Affordable Housing Act the same year.

FSS built upon and refined both Project Self-Sufficiency and the Bootstrap program. It remained a voluntary program in 1991 and 1992 but became mandatory in 1993 for any new increments of funding issued to PHAs. The 1993 regulations were further modified by the Quality Housing and Work Responsibility Act of 1998 (QHWRA). In 2018, expansive changes were made to the FSS program by the Economic Growth, Regulatory Relief, and Consumer Protection Act known as "the Economic Growth Act" or "the Act."

The purpose of the FSS program is to coordinate housing assistance with public and private resources to enable assisted families to achieve economic self-sufficiency. The purpose and basic requirements of the FSS program are further elaborated upon in Chapter 2.

This family self-sufficiency program is administered by the **City of Oxnard Housing Authority** for the jurisdiction of the **City of Oxnard**, in the **County of Ventura**.

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## 1-I.B. APPLICABLE REGULATIONS

Applicable regulations for Section 8 and public housing FSS programs include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 902: Public Housing Assessment System
- 24 CFR Part 903: Public Housing Agency Plans
- 24 CFR Part 945: Designated Housing
- 24 CFR Part 960: Public Housing Admission and Occupancy Policies
- 24 CFR Part 965: PHA-Owned or Leased Projects—General Provisions
- 24 CFR Part 966: Public Housing Lease and Grievance Procedures
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 984: Section 8 and Public Housing Family Self-Sufficiency Program

## 1-I.C. THE FAMILY SELF-SUFFICIENCY ACTION PLAN

The family self-sufficiency (FSS) action plan is required by HUD. The purpose of the FSS action plan is to establish policies for conducting the family self-sufficiency program in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's Agency Plan. This FSS action plan is a supporting document to the PHA Agency Plan and is available for public review as required by 24 CFR Part 903.

This family self-sufficiency action plan is set forth to define the PHA's local policies for operation of the program in the context of federal laws and regulations. All issues related to FSS not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable laws. The policies in this FSS action plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

The PHA is responsible for complying with all changes in HUD regulations pertaining to the FSS program. If such changes conflict with this plan, HUD regulations will take precedence.

Administration of the FSS program and the functions and responsibilities of PHA staff shall comply with the PHA's personnel policy and HUD's family self-sufficiency regulations, as well as all Section 8 and public housing regulations, in addition to federal, state, and local fair housing laws and regulations.

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## PART II: REQUIREMENTS OF THE FSS ACTION PLAN

### 1-II.A. OVERVIEW

A PHA must have a HUD-approved action plan before implementing an FSS program, regardless of whether the FSS program is a mandatory or voluntary program. Further, this action plan must comply with the requirements specified for the plan in the regulations [24 CFR 984.201(a)].

The regulatory requirements dealing specifically with the FSS action plan itself largely involve the development, revision, and required contents of the action plan. This part covers those requirements.

### 1-II.B. HUD APPROACH TO POLICY DEVELOPMENT

In developing policy for the FSS action plan, PHAs need to be aware of the distinction HUD makes between mandatory and discretionary policies.

- *Mandatory policies* are those driven by legislation, regulations, current handbooks, notices, and legal opinions.
- *Discretionary policies* consist of those developed for areas in which the PHA has regulatory discretion, or regarding optional, nonbinding guidance including guidebooks, notices that have expired, and recommendations from individual HUD staff.

HUD expects PHAs to develop policies and procedures that are consistent with mandatory regulations and to make clear the optional policies the PHA has adopted. The PHA's FSS action plan is the foundation of those policies and procedures for the FSS program. HUD's directions require PHAs to make policy choices that provide guidance to staff and consistency to program applicants and participants.

Following HUD guidance, even though it is not mandatory, provides a PHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If a PHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but PHAs should carefully consider those decisions.

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## 1-II.C. FSS ACTION PLAN DEVELOPMENT AND REVISION

### Development of Action Plan [24 CFR 984.201(b) and (c)]

When developing an FSS action plan, a PHA must do so in consultation with the chief executive officer of the applicable unit of general local government and the program coordinating committee (PCC).

For all voluntary or mandatory FSS programs, the PHA must submit its action plan and obtain HUD approval of the plan before it can implement the FSS program. This includes a voluntary program established because the PHA chose to implement an FSS program that exceeds the minimum size for a mandatory program (see Section 2-II.A. for a discussion of mandatory versus voluntary FSS programs).

### Single Action Plan [24 CFR 984.201(f)]

PHAs implementing both a Section 8 FSS program and a public or Indian housing FSS program may submit one action plan. In cases where the PHA decides to submit one plan for more than one program, the policies contained in the action plan would apply to both programs.

OHA Policy

The PHA is implementing both a public housing and Section 8 FSS program, which may include tenant-based and project-based Section 8, HCV Homeownership, Moderate Rehabilitation, Moderate Rehabilitation Single Room Occupancy, Family Unification Program (FUP), and Foster Youth to Independence Initiative (FYI). The PHA will submit one action plan, the policies in which apply to both programs.

### Revision to the FSS Action Plan [24 CFR 984.201(c)(2)]

Following HUD's initial approval of the action plan, no further approval of the action plan is required unless the PHA proposes to make policy changes to the action plan, increase the size of a voluntary program, or revise the FSS action plan as needed to comply with changes in HUD regulations. The PHA must submit any changes to the action plan to HUD for approval.

OHA Policy

The PHA will review and update the action plan at least once a year, and more often if needed, to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.

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## 1-II.D. CONTENTS OF THE PLAN [24CFR 984.201(d)]

HUD regulations state that there are several components that must be included in the FSS action plan. At a minimum, the action plan must cover the policies and procedures of the PHA for operation of a local FSS program as follows:

- Family demographics, including a description of the number, size, characteristics, and other demographics such as racial and ethnic data, in addition to the supportive service needs of the families expected to participate in the program. (Chapter 1)
- Estimate of participating families, which means the number of families which can reasonably be expected to receive supportive services under the FSS program. (Chapter 2)
- Eligible families from any other local self-sufficiency program who are expected to agree to executing an FSS contract of participation. (Chapter 2)
- A statement of the PHA's FSS family selection procedures, including a description of how the procedures ensure that families are selected without regard to race, color, religion, disability, sex, familial status, or national origin. (Chapter 4)
- A description of the incentives that the PHA intends to offer to families to encourage participation in the FSS program (an incentives plan), including the establishment of the escrow account. (Chapter 4)
- Outreach efforts, which include a description of the PHA's efforts to recruit eligible families, the actions the PHA will take to ensure that both minority and nonminority groups are informed about the FSS program, and how the PHA will make this information known. (Chapter 4)
- A description of the FSS activities and supportive services to be provided by both public and private resources to FSS families, and identification of these public and private resources. (Chapter 4)
- A description of the PHA's method for identifying family support needs, including how the PHA will identify the needs and deliver the services. (Chapter 4)
- A description of the PHA's policies regarding program termination or withholding of services based on a family's failure to comply with the FSS contract, and available grievance procedures. (Chapter 5)
- Assurances of noninterference with rights of non-participating families which state that a family's election to not participate in the FSS program will not affect the family's admission to the Section 8 or public housing program, nor will it affect their right to occupancy in accordance with its lease. (Chapter 4)
- A timetable for implementation of the FSS program, including the schedule for filling FSS slots with eligible FSS families. (Chapter 2)

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- A certification that development of the services and activities under the FSS program has been coordinated with programs under Title I of the Workforce Innovation and Opportunity Act, other relevant employment, childcare, transportation, training, education, and financial empowerment programs in the area, and will continue to be coordinated to avoid duplication of services and activities.

**Optional Additional Information [24 CFR 984.201(d)(13)].**

- HUD encourages additional information in the action plan that would help to determine the soundness of the PHAs proposed FSS program.

  OHA Policy

  The OHA will submit additional optional information in this action plan that will help HUD determine the soundness of the proposed FSS program.

  This information includes:

  Policies related to the modification of goals in the ITSP. (Chapter 5)

  Policies on the circumstances in which an extension of the contract of participation may be granted. (Chapter 5)

  Policies on the interim disbursement of escrow, including any limitations on the use of the funds. (Chapter 6)

  Policies regarding eligible uses of forfeited escrow funds by families in good standing. (Chapter 6)

  Policies regarding the re-enrollment of previous FSS participants, including graduates and those who exited the program without graduating. (Chapter 4)

  Policies on requirements for documentation for goal completion. (Chapter 4)

  Policies on documentation of the household's designation of the "head of FSS family." (Chapter 4)

  Policies for providing an FSS selection preference for porting families if the PHA elects to offer such a preference. (Chapter 7)

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## 1-II.E. FAMILY DEMOGRAPHICS [24 CFR 984.201(d)(1)]

As part of the required contents of the FSS action plan, family demographics of the Section 8 and public housing program participants serve to provide a description of the number, size, characteristics, and other descriptive data (including racial and ethnic data of those participants). These data may later be used to help the housing authority and the program coordinating committee (PCC) to identify supportive service needs of the families expected to participate in the FSS program.

OHA Policy

| Section 8 and Public Housing | Total Families | Percent of Total |
|---|---|---|
| **All Families** | | |
| Single | 1,516 | .76 |
| Female HOH | 1,325 | .67 |
| Male HOH | 663 | .33 |
| **Race** | | |
| White | 1,808 | .90 |
| Black/African American | 115 | .06 |
| American Indian/Alaska Native | 35 | .18 |
| Asian | 34 | .17 |
| Native Hawaiian/Other Pacific Islander | 13 | <.01 |
| **Ethnicity** | | |
| Hispanic or Latino | 1,642 | .83 |
| Not Hispanic or Latino | 346 | .17 |
| **Income** | | |
| Extremely Low-Income | 1,316 | .66 |
| Very Low-Income | 396 | .20 |
| Low-Income | 147 | .07 |
| HOH Income from Wages | 756 | .38 |
| HOH Income from TANF | 69 | .03 |
| HOH Income from SSI | 1,020 | .51 |
| **Number of Children** | | |
| 0 | 1,152 | .58 |
| 1-2 | 550 | .28 |
| 3-4 | 247 | .12 |
| 5 or more | 39 | .02 |
| **Total Number of Family Members** | | |
| 1-2 | 1,225 | .62 |

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| | | |
|---|---|---|
| 3-4 | 477 | .24 |
| 5 or more | 286 | .14 |
| **Persons with Disabilities** | | |
| HOH Person w/ Disabilities (HUD) | 1,196 | .60 |

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## Chapter 2

## PURPOSE, SCOPE, AND APPLICABILITY OF THE FAMILY SELF-SUFFICIENCY PROGRAM

### INTRODUCTION

This chapter contains information about the FSS program's purpose, size, and measurable objectives as well as information on program operation. This includes potential participant demographics, the program timetable, the number of families to be served, and the size of the PHA's voluntary FSS program. This chapter also contains definitions of the key terms in this FSS action plan.

Part I: The Purpose and Basic Requirements of the FSS program: This part includes a description of the purpose of the FSS program on a national level—its intent, goal, and major strategies.

Part II: The Scope of the FSS program: This part contains information about housing assistance programs eligible to participate in FSS, the size of the PHA's FSS program, an estimate of participating families, eligible families from other self-sufficiency programs, and eligibility for combined FSS programs.

Part III: Program Operation: This part specifies the requirements for FSS program operation, including voluntary FSS program implementation.

Part IV: The Definitions of Terms Used in the PHA's FSS program: This section contains both HUD and PHA definitions for terms used in this policy document.

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## PART I: PURPOSE AND BASIC REQUIREMENTS OF THE FSS PROGRAM

### 2-I.A. PURPOSE

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of Section 8 and public housing assistance programs with public and private resources enabling families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency [984.101(a)(1)].

In addition to this broader national goal of the FSS program, the PHA also establishes a local goal consistent with the PHA's mission statement to serve as a guide for establishing policy and implementing the FSS program.

OHA Policy

The OHA's local goal in operating this FSS program is to match housing-assisted families with a broad range of highly collaborative existing community services to assist FSS families in progressing towards achieving economic self-sufficiency. *Economic self-sufficiency* is defined as having the sustainable skills necessary to maintain employment paying a "living wage." This wage would pay for the family's basic needs without the use of government subsidies.

### 2-I.B. PROGRAM OBJECTIVES [24 CFR 984.102]

In order to reach the FSS national program goal, HUD has defined its FSS program objective as to reduce the dependency of low-income families on welfare assistance and on housing subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling, and other forms of social service assistance while living in assisted housing so that they may obtain the education, employment, business and social skills necessary to achieve self-sufficiency. As with the goals of the program, FSS program objectives are defined on the national level through FSS regulation, and on the local level by PHA policy.

OHA Policy

On the local level, the OHA will achieve the national program objective by offering low-income families a broad range of services through partnering with the program coordinating committee (PCC). These services will provide long-term education, job training, counseling, and other forms of social service assistance so that families may achieve economic self-sufficiency, as defined in Section 2-I.A. of this document.

### 2-I.C. BASIC REQUIREMENTS OF THE FSS PROGRAM [24 CFR 984.104]

An FSS program established under 24 CFR Part 984 must operate in conformity with the regulations and this FSS action plan (as required in 24 CFR 984.201, provide comprehensive supportive services as defined in 24 CFR 984.103, and operate in compliance with nondiscrimination and equal opportunity requirements.

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## PART II: SCOPE OF THE FSS PROGRAM

### 2-II.A. HOUSING-ASSISTED FAMILIES ELIGIBLE TO PARTICIPATE IN FSS

The Section 8 and public housing programs through which families are eligible to participate in the FSS program was expanded by the 2018 Economic Growth Act to allow participants in HCV Homeownership, Moderate Rehabilitation, Moderate Rehabilitation Single Room Occupancy, and Family Unification Program (FUP), including the Foster Youth to Independence (FYI) Initiative.

### 2-II.B. PHAs REQUIRED TO OPERATE AN FSS PROGRAM

Each PHA that received funding for public housing units under the FY 1991 and FY 1992 FSS incentive award competitions must operate a public housing FSS program. Each PHA that received funding for Section 8 rental certificates or vouchers under the combined FY 1991/1992 FSS incentive award competition also must operate a Section 8 FSS program.

In addition, unless the PHA receives an exemption under 24 CFR 984.105, each PHA for which HUD reserved funding (budget authority) for additional rental certificates or vouchers in FY 1993 through October 20, 1998, must operate a Section 8 FSS program. Each PHA for which HUD reserved funding (budget authority) to acquire or construct additional public housing units in FY 1993 through October 20, 1998, must operate a public housing FSS program as well.

Every PHA that was required to administer an FSS program on May 24, 2018 (the enactment date of the Economic Growth, Regulatory Relief, and Consumer Protection Act) must continue to operate that FSS program for the total number of families determined by HUD on that date unless the PHA receives an exception as described in 24 CFR 984.105(d).

**Mandatory Minimum Program Size (MMPS) [24 CFR 984.105]**

PHAs that are required to operate an FSS program under 24 CFR 984.101 are subject to a minimum program size requirement.

OHA Minimum Program Size

As determined by HUD as of May 24, 2018, the PHA's FSS MMPS is **nineteen (19).**

***Maintaining Mandatory Minimum Program Size***

Although the discretion to do so ultimately rests with the PHA, mandatory minimum program size can decrease as FSS participants successfully complete the program. Per the regulation, for each family that completes the program by fulfilling its FSS contract of participation on or after May 24, 2018, the mandatory minimum program size for a PHA's FSS program is reduced by one slot. However, if an FSS slot is vacated by a family that has not completed its FSS contract of participation obligations, the slot must be filled by a replacement family which has been selected in accordance with the FSS family selection procedures [24 CFR 984.105(b)(2)].

OHA Policy

The OHA will reduce the FSS mandatory minimum program size by one for each family that completes the program by fulfilling its FSS contract of participation.

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### *Option to Operate Larger FSS Program*

A PHA may choose to operate an FSS program of a larger size than the minimum required by HUD [24 CFR 984.105(a)(3)].

OHA Policy

The OHA may operate an FSS program of a larger size than its mandatory minimum program size subject to availability of resources and funding.

### *Exception to Program Operation [24 CFR 984.105(c)]*

The requirement to establish and carry out an FSS program may be waived with approval from HUD. In order to waive the requirement, the PHA must provide a certification to HUD that the establishment and operation of an FSS program is not feasible because of a lack of accessible supportive services funding, a lack of the availability of programs under the Workforce Innovation and Opportunity Act, a lack of funding for reasonable administrative costs, a lack of cooperation by other units of state or local government, or a lack of interest in participating in the FSS program on the part of eligible families.

An exception will not be granted if HUD determines that local circumstances do not preclude the PHA from effectively operating an FSS program that is smaller than the minimum program size.

### *Reduction in Program Size*

Rather than a full exception to program operation, a PHA may also be permitted to operate an FSS program that is smaller than the minimum program size. As with the full exception, HUD may grant the PHA such a partial exception if the PHA provides to HUD a certification that the operation of an FSS program of the minimum program size is not feasible because of a decrease in or lack of accessible supportive services [24 CFR 984.105(d)].

### *Expiration of Exception*

The approval for a full or partial exception to the FSS minimum program size requirement expires five years from the date of HUD approval of the exception. If a PHA seeks to continue an exception after its expiration, the PHA must submit a new request and a new certification to HUD for consideration [24 CFR 984.105(e)].

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## 2-II.C. COOPERATIVE AGREEMENTS [24 CFR 984.106]

A PHA may enter into a Cooperative Agreement with one or more multifamily-assisted housing owners to voluntarily make the PHA's FSS program available to the owner's housing tenants. The Cooperative Agreement must include all the requirements for such agreements found in 24 CFR 984.106 and 24 CFR 887.107.

## 2-II.D. ESTIMATE OF PARTICIPATING FAMILIES [24 CFR 984.201(d)(2)]

The PHA must state the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program based on available and anticipated federal, tribal, state, local, and private resources.

OHA Policy

**Seventy-Five (75*)*** eligible FSS families can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated federal, tribal, state, local, and private resources.

## 2-II.E. ELIGIBLE FAMILIES FROM OTHER SELF-SUFFICIENCY PROGRAMS [24 CFR 984.201(d)(3)]

If applicable, the PHA must enter the number of families, by program type, who are participating in any other local housing self-sufficiency program who are expected to agree to execute an FSS contract of participation.

OHA Policy

The OHA does not operate other self-sufficiency programs and therefore no additional families from other programs are expected to execute an FSS contract of participation.

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## 2-II.F. ELIGIBILITY OF A COMBINED PROGRAM [24 CFR 984.201(e)]

A PHA that wishes to operate a joint FSS program with other PHAs or owners of multifamily-assisted housing may combine its resources with one or more of these entities to deliver supportive services under a joint action plan that will provide for the establishment and operation of a combined FSS program that meets the requirements of this part.

OHA Policy

The OHA will not combine its resources with any other PHA to deliver support services, have a joint action plan, or establish or operate a combined FSS Program.

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## PART III: PROGRAM OPERATION

### 2-III.A. OVERVIEW

Federal regulations specify requirements for FSS program operation regarding deadlines for program start-up and when the PHA is expected to have attained full enrollment. A timetable illustrating when the PHA intends to meet these deadlines is included as part of the required contents of the action plan.

### 2-III.B. PROGRAM IMPLEMENTATION DEADLINE

The deadlines for program implementation differ depending on whether the FSS program is voluntary or mandatory.

#### Voluntary Program [24 CFR 984.301(a)]

There is no deadline for implementation of a voluntary program. However, a voluntary program may not be implemented before the requirements specified in 24 CFR 984.201 have been satisfied (see Sections 1-II.A.–1-II.D.).

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## 2-III.C. TIMETABLE FOR PROGRAM IMPLEMENTATION [24 CFR 984.201(d)(13)]

A timetable for implementation of the FSS program is part of the required contents of the FSS action plan.

OHA Policy

The OHA implemented an FSS program and will continue to fill the mandatory FSS slots effective May 24, 2018, as determined by the HUD field office.

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## PART IV: DEFINITIONS

### 2-IV.A. DEFINITIONS [24 CFR 984.103]

The terms *1937 Act, fair market rent, HUD, low-income family, public housing, public housing agency (PHA),* s*ecretary,* and *Section 8,* as used in this document are defined in the 24 CFR Part 5.

The term *very low-income family* is defined in 24 CFR 813.102 and 24 CFR 913.102.

The terms used in this document have the following definitions as defined by 24 CFR 984.103 and this family self-sufficiency action plan.

*Baseline annual earned income* means the FSS family's total annual earned income from wages and business income (if any) as of the effective date of the FSS contract. When calculating baseline annual earned income, all applicable exclusions of income must be applied, *except for* any disregarded earned income or other adjustments associated with self-sufficiency incentives that may apply to the determination of annual income.

*Baseline monthly rent* means 1) the FSS family's total tenant payment (TTP), as of the effective date of the FSS contract, for families paying an income-based rent as of the effective date of the FSS contract; or 2) the amount of the flat or ceiling rent (which includes the applicable utility allowance), and including any hardship discounts, as of the effective date of the FSS contract. For families paying a flat or ceiling rent this is as of the effective date of the FSS contract.

OHA Policy

*Benefits* means a government benefit of money or monetary value given to an individual by a federal, state, or local government agency for purposes of financial assistance, including but not limited to, Medicaid, supplemental nutritional assistance program benefits and Social Security, Temporary Assistance for Needy Families, and unemployment compensation benefits.

OHA Policy

*Benefits cliff* means the sudden and often unexpected decrease in public benefits that can occur with a small increase in earnings. When income increases, families sometimes lose some or all economic supports.

OHA Policy

*Certain interim goals* means the family has met all its obligations under the CoP to date, including completion of the ITSP interim goals and tasks to date.

*Certification* means a written assertion based on supporting evidence, provided by the FSS family or the PHA or owner, which must be maintained by the PHA or owner in the case of the family's certification, or by HUD in the case of the PHA's or owner's certification. These must be made available for inspection by HUD, the PHA or owner, and the public, when appropriate. In addition, these will be considered accurate unless the Secretary or the PHA or owner, as applicable, determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

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*Chief executive officer (CEO)* means the CEO of a unit of general local government who is the elected official or the legally designated official having primary responsibility for the conduct of that entity's governmental affairs.

*Contract of participation (CoP)* means a contract in a form approved by HUD, entered into between a participating FSS family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered in between the PHA and all members of the family who will participate in the FSS program, and which plans are attached to the contract of participation as exhibits. For additional detail, see 24 CFR 984.303.

*Current annual earned income* means the FSS family's total annual earned income from wages and business income (if any) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract. When calculating current annual earned income, all applicable exclusions of income will apply, including any disregarded earned income and other adjustments associated with self-sufficiency incentives or other alternative rent structures that may be applicable to the determination of annual income.

*Current monthly rent* means either the FSS family's TTP as of the most recent reexamination of income, which occurs after the effective date of the FSS contract, for families paying an income-based rent as of the most recent reexamination of income; or the amount of the flat rent, including applicable utility allowance or ceiling rent. This amount must include any hardship discounts, as of the most recent reexamination of income, which occurs after the effective date of the FSS contract, for families paying a flat rent or ceiling rent as of the most recent reexamination of income.

*Earned income* means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

*Effective date of contract of participation* means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

*Eligible families* for the FSS program means current participants in Section 8, residents of public housing, or residents in multifamily-assisted housing if a Cooperative Agreement exists.

OHA Policy

*Enhance the effectiveness of the FSS program* means a demonstrable improvement in the quality of an FSS program in which the enrollment ratio, escrow balance average, and graduation rate is at or above the national average as measured in HUD's Composite Scores in FR Notice 11/15/18.

*Enrollment* means the date that the FSS family entered the contract of participation with the PHA.

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*Family self-sufficiency program* or *FSS program* means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the 1937 Act.

*FSS escrow account* means the FSS escrow account authorized by section 23 of the 1937 Act.

*FSS escrow credit* means the amount credited by the PHA to the participating family's FSS account.

*FSS family* means a family that receives Section 8 assistance or resides in public housing (section 9), that elects to participate in the FSS program, and whose designated adult member (head of FSS family) has signed the CoP.

*FSS family in good standing* means an FSS family that is in compliance with their FSS CoP, has either satisfied or are current on any debts owed the PHA or owner, and is in compliance with the regulations in 24 CFR Part 5 regarding participation in the relevant rental assistance program.

*FSS-related service program* means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of *supportive services*.

*FSS slots* refer to the total number of public housing units or the total number of rental vouchers that comprise the minimum size of a PHA's respective Section 8 and public housing FSS program.

*FSS Program Coordinator* means the person(s) who runs the FSS program. This may include (but is not limited to) performing outreach, recruitment, and retention of FSS participants; goal setting and case management/coaching of FSS participants; collaborating with the community and service partners; and tracking program performance.

*FY* means federal fiscal year (starting with October 1, and ending September 30, and designated by the calendar year in which it ends).

*Head of FSS family* means the designated adult family member of the FSS family who has signed the CoP. The head of FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent.

*Individual Training and Services Plan (ITSP)* means a written plan that is prepared by the PHA or owner in consultation with a participating FSS family member (the person with for and whom the ITSP is being developed), and which describes the final and interim goals for the participating FSS family member, the supportive services to be provided to the participating FSS family member, the activities to be completed by that family member, and the agreed upon completion dates for the goals, and activities. Each ITSP must be signed by the PHA or owner and the participating FSS family member and is attached to and incorporated as part of the CoP. An ITSP must be prepared for each adult family member who elects to participate in the FSS program, including the head of FSS family who has signed the CoP.

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OHA Policy

*Knowledgeable professional* means a person who is knowledgeable about the situation, has training, education, certification, or licensure provided by recognized professional associations and institutions that legitimizes their professional opinion, is competent to render a professional opinion, and is not able to gain, monetarily or otherwise, from the PHA FSS program decision in the area to which they are certifying.

*Multifamily-assisted housing, also known as project-based rental assistance (PBRA),* means rental housing assisted by a Section 8 Housing Payments Program, pursuant to 24 CFR Parts 880, 881, 883, 884, and 886.

OHA Policy

*Other costs related to achieving obligations in the contract of participation* means any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP.

*Owner* means the owner of multifamily-assisted housing.

*Participating family* is defined as *FSS family* in this section.

*Program coordinating committee (PCC)* means the committee described in 24 CFR 984.202.

*Public housing* means housing assisted under the 1937 Act, excluding housing assisted under Section 8 of the 1937 Act.

*Section 8* means assistance provided under Section 8 of the 1937 Act (42 U.S.C. 1437f). Specifically, multifamily-assisted housing, as defined in this section; tenant-based and project-based rental assistance under section 8(o) of the 1937 Act; the HCV homeownership option under section 8(y) of the 1937 Act; Family Unification Program (FUP) assistance under section 8(x) of the 1937 Act; and the Section 8 Moderate Rehabilitation (Mod Rehab) for low-income families and Moderate Rehabilitation Single Room Occupancy (Mod Rehab SRO) for homeless individuals under 24 CFR part 882.

*Self-sufficiency* means that an FSS family is no longer receiving Section 8, public housing assistance, or any federal, state, or local rent or homeownership subsidies or welfare assistance. Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS account funds.

OHA Policy

*Supports* means, but is not limited to, transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator.

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*Supportive services* mean those appropriate services that a PHA will coordinate on behalf of an FSS family under a CoP. These may include child care of a type that provides sufficient hours of operation and serves an appropriate range of ages; transportation necessary to enable a participating family to receive available services or to commute to their places of employment; remedial education; education for completion of secondary or post-secondary schooling; job training, preparation, and counseling; job development and placement; follow-up assistance after job placement and completion of the contract of participation; substance/alcohol abuse treatment and counseling; training in homemaking and parenting skills; and personal welfare services that include substance/alcohol abuse treatment and counseling, and health, dental, mental health and health insurance services; household management; money management; counseling regarding homeownership or opportunities available for affordable rental and homeownership in the private housing market (including information on an individual's rights under the Fair Housing Act) and financial empowerment that may include financial literacy, coaching, asset building, money management; and any other services and resources, including case management and reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

*Unit size* or *size of unit* refers to the number of bedrooms in a dwelling unit.

*Very low-income family* is defined as set out in 24 CFR 813.102

.*Welfare assistance* means (for purposes of the FSS program only) income assistance from federal or state welfare programs and includes only cash maintenance payments designed to meet a family's ongoing basic needs. Welfare assistance does not include nonrecurrent, short-term benefits that are designed to deal with a specific crisis situation or episode of need, or are not intended to meet recurrent or ongoing needs and will not extend beyond four months; work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training); supportive services such as child care and transportation provided to families who are employed; refundable earned income tax credits; contributions to, and distributions from, individual development accounts under TANF; services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement and other employment-related services that do not provide basic income support; transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Social Security Act, to an individual who is not otherwise receiving assistance; amounts solely directed to meeting housing expenses; amounts for health care; food stamps and emergency rental and utilities assistance; and SSI, SSDI, or social security.

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# Chapter 3

# PROGRAM ADMINISTRATION

## INTRODUCTION

This chapter discusses administrative policies and practices as they are relevant to the activities covered in this plan. The policies and practices are discussed in two parts:

Part I: Staffing, Fees and Costs, and On-Site Facilities: This part describes identifying appropriate staff and contractors to operate the FSS program and provide the necessary direct services to FSS families. In addition, it describes how administrative fees, costs, and supportive services will be funded, and defines the use of on-site facilities.

Part II: The Program Coordinating Committee: This part covers the establishment of a program coordinating committee (PCC), which is a regulatory requirement in all FSS programs other than multifamily housing assistance. It describes required and recommended PCC membership, in addition to the option for an alternative committee.

## PART I: STAFFING, FEES AND COSTS, AND ON-SITE FACILITIES

### 3-I.A. OVERVIEW

Several functions of program administration are crucial to running an FSS program. A PHA may need to employ a program coordinator or decide to contract with another organization to administer the program. In addition to staffing issues, PHAs should understand how program funding and expenses work to keep the program running smoothly. Finally, PHAs need to sort out whether and how to make common areas or unoccupied units available to provide supportive services.

### 3-I.B. PROGRAM ADMINISTRATION STAFF AND CONTRACTORS [24 CFR 984.301(b)]

PHAs have the choice between hiring their own staff and contracting with an outside organization to administer their FSS program. If the PHA should choose to employ its own staff, the staffing levels should be appropriate, and may include one or more FSS coordinators. If the PHA chooses to contract with an outside organization, the organization's staffing levels must likewise be appropriate to establish and administer the FSS program, and whether the organization's responsibilities would include managing the FSS account in accordance with federal regulations.

OHA Policy

The OHA will employ appropriate staff, including one or more FSS coordinators or program coordinators to administer its FSS program.

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## 3-I.C. FSS PROGRAM COORDINATOR RESPONSIBILTIES

### Primary Role of the FSS Program Coordinator

The FSS Program Coordinator is responsible for building partnerships with service providers in the community, working with the Program Coordinating Committee (PCC) and local service providers to ensure that FSS program participants are linked to the supportive services they need to achieve self-sufficiency, preparing an Individual Training and Services Plan (ITSP) for the head of the FSS family and each adult member of the FSS family who elects to participate in the FSS program, making certain that the services included in the participants' CoP are provided on a regular, ongoing, and satisfactory basis, ensuring FSS participants are fulfilling their responsibilities under the CoPs, monitoring progress of participants, and establishing and properly maintaining FSS escrow accounts for eligible families. FSS coordinators may also provide outreach, recruitment, goal setting, case management and coaching for FSS participants, and tracking of FSS program performance.

FSS Program Coordinators funded under the FSS Coordinator Notice of Funding Opportunity (NOFO) may not perform the routine public housing or Section 8 program functions of housing eligibility, leasing, rent calculation, and portability that are funded through Section 8 administrative fees or public housing operating funds unless doing so would enhance the effectiveness of the program. If conducting these functions would enhance the effectiveness of the FSS program, the PHA must seek prior approval from HUD of those enhancements to the FSS program and certify that doing so will neither interfere with the FSS Coordinator's ability to fulfill their primary role nor be used to balance or fill in for gaps in traditional staffing.

Performance of routine Section 8 or public housing functions for non-FSS families does not enhance the effectiveness of the FSS program and is therefore an ineligible use of FSS funds [2021 FSS NOFO, p. 36].

OHA Policy

The OHA will require the FSS Program Coordinator (OHA must secure approval from HUD) to perform the routine Section 8 or public housing program functions of housing eligibility, leasing, rent calculation, and portability that are funded through Section 8 administrative fees or public housing operating funds.

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## 3-I.D. ADMINISTRATIVE FEES AND COSTS

The Consolidated Appropriations Act of 2014 combined funding streams for the Section 8 and public housing FSS programs. FSS funding is now awarded through one NOFO. Use of this funding is no longer restricted to the applicable program and funding now may be used to serve both Section 8 and public housing FSS participants. Funding for FSS Coordinators salary, benefits, and training as well as limited administrative costs is awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS), rather than as an amendment to the PHA's Annual Contributions Contract (ACC). These funds are separate from other available funds that may be used.

### Section 8 FSS Program

In the Section 8 programs, administrative fees are paid to PHAs for HUD-approved costs associated with the operation of an FSS program. These administrative fees are established by Congress and subject to appropriations [24 CFR 984.302(b)].

In addition, administrative fees for HUD-approved costs not specifically related to the operation of the FSS program may be used to cover these costs associated with the administration of FSS [see Notice PIH 93-24 E-7 and E-8].

See 24 CFR 982.152 and PIH 2022-18 for details on the eligible use of administrative fees.

### Public Housing FSS Program

For public housing FSS programs, the performance funding system (PFS), provided under section 9(a) of the 1937 Act, provides for the reasonable and eligible administrative costs that the PHA incurs in carrying out the program only when funds have been appropriated. However, a PHA may use other resources for this purpose [24 CFR 984.302(a)].

In other words, the PHA may fund reasonable and eligible administrative costs in the FSS program from the Operating Fund. However, these expenses will only be reimbursed in the operating subsidy when a current appropriations act allows it. In addition, the PHA may fund reasonable and eligible administrative costs from the Capital Fund. Administrative staffing costs may also be funded through HUD or other grant or foundation sources. This includes FSS Coordinator grants when available.

OHA Policy

The OHA may make Section 8 administrative fees and Public Housing operating funds available to provide administrative costs as needed. The entire value of the Family Self Sufficiency Program Grant will be made available for administrative costs.

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## 3-I.E. SUPPORTIVE SERVICES FEES AND COSTS

### Section 8 FSS Supportive Services

In the Section 8 program, the PHA may fund reasonable and eligible FSS supportive service costs in the FSS program from unrestricted net position [see Notice PIH 93-24, E-3].

The PHA may seek additional funds from HUD through submitting grant applications or seek grants from other sources when available.

In addition to unrestricted net position and other grant sources, the FSS forfeited escrow account can fund FSS supportive services. See Section 6-I.E.for eligible supportive services costs.

### Public Housing FSS Supportive Services

In public housing, the PHA may fund reasonable and eligible FSS supportive service costs in the FSS program from the Operating Fund. However, the costs of FSS supportive services are only reimbursed through the operating subsidy when appropriations allow it.

FSS public housing supportive services can also be funded through other HUD grants or related government and foundation grants, when available.

OHA Policy

The OHA may make Public Housing operating funds and Section 8 unrestricted net position funds available to provide supportive service costs and will make FSS forfeited escrow account funds available to provide supportive service costs.

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## 3-I.F. USE OF FORFEITED ESCROW ACCOUNTS FUNDS

In addition to Section 8 unrestricted net assets, public housing operating funds, and other grant sources, the FSS forfeited escrow account funds must be used for the benefit of FSS participants, which includes supports and other costs for FSS participants in good standing. HUD does not provide an exhaustive list of these supports. However, the supports include, but are not limited to, transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the contract of participation as well as training for FSS Program Coordinators.

OHA Policy

The OHA will use forfeited escrow accounts for support and other costs for FSS participants in good standing when funds requested are needed to complete an interim goal or task in the ITSP and are not ongoing expenses or if the family can demonstrate that the need for one-time payment of otherwise ongoing expenses such as rent, utilities, telephone, cell phone, pager, car payments, car maintenance, insurance, or childcare is needed to complete an interim goal, a final goal, or a task related to such goals in the ITSP. The OHA will make payment directly to third party vendor

The OHA will use forfeited escrow accounts for training provided to FSS Coordinators.

The OHA will define *supports* as defined in 24 CFR 984.305(f)(2)(i)(A) as transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator(s)

The OHA will define *other costs related to achieving obligations in the CoP* as any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP as defined in 24 CFR 984.305(f)(2)(i)(A) as transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator(s).

The OHA will define *necessary to complete* as meaning that no other resources are available in the community either because such a resource is non-existent or that resources are utilized above capacity and agencies cannot, for an indetermined period, provide such a resource.

The OHA will provide funds from the forfeited escrow account to FSS participants in good standing before requiring the participant to use an “interim” disbursement from their current escrow account so long as:

The funds requested are needed to complete an interim goal or task within the CoP and are not ongoing expenses; or

If the family has demonstrated that the need for one-time payment of otherwise ongoing expenses such as rent, utilities, telephone, cell phone, pager, car payments, car maintenance, insurance, or childcare is needed to complete an interim goal, a final goal, or a task related to such goals.

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The OHA will prioritize requests for funds from forfeited escrow accounts initially on a first come first served basis based on the date and time of the request. After that order is established, while still preserving the first come first served basis, the OHA will apply the following priorities based on an assessment by a knowledgeable professional (*See page 2-14 for definition*):

Priority 1: Funds to meet a goal in the ITSP that is necessary to ensure the safety and wellbeing of victims of domestic violence, dating violence, sexual assault, and stalking as defined in the OHA's Section 8 Administrative Plan and public housing Admissions and Continued Occupancy Policy regarding VAWA.

Priority 2: Funds to meet a goal in the ITSP that is necessary to stabilize health, safety, and welfare of the FSS participant or family that if left unattended would jeopardize education, training, or employment.

Priority 3: Funds to meet a goal in the ITSP that is necessary to further education, training, and employment goals in the ITSP including childcare, transportation, and medical costs if the lack of any of these prevents completion of the education, training, and employment.

Priority 4: Funds to meet a goal in the ITSP that is necessary to further any other goal or tasks.

## 3-I.G. ON-SITE FACILITIES

Each PHA may, subject to the approval of HUD, make available and utilize common areas or unoccupied dwelling units in public housing projects to provide supportive services under an FSS program. This includes using such areas for participants in a Section 8 FSS program.

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## PART II: PROGRAM COORDINATING COMMITTEE

### 3-II.A. OVERVIEW

As another integral part of FSS program administration, each participating PHA must establish a program coordinating committee (PCC) whose functions will be to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within the PHA's jurisdiction, including assistance in developing the action plan and in implementing the program [24 CFR 984.202(a)].

The PCC must consist of specific members, which are dependent upon whether the PHA is operating Section 8, public housing, or multifamily assisted housing FSS programs. In addition to these required members, the PCC may also include additional members recommended by regulation.

### 3-II.B. PROGRAM COORDINATING COMMITTEE MEMBERSHIP

#### Required PCC Membership [24 CFR 984.202(b)(1)]

The PCC required members consist of representatives of the PHA, including at least one FSS Program Coordinator, and one or more participants from each HUD rental assistance program (Section 8, public housing, or multifamily assisted housing) served by the PHA's FSS program.

OHA Policy

The OHA's representatives to the program coordinating committee will be at least one FSS Program Coordinator and one or more participants from each of the housing programs in which there is an FSS program: Section 8, public housing, and multifamily assisted housing, as applicable.

#### Assistance in Identifying Potential PCC Members [24 CFR 984.202(b)(1)]

The PHA may seek assistance from area-wide, city-wide, or development-based resident councils, the resident management corporation, or the Resident Advisory Board, in identifying potential PCC members.

OHA Policy

The OHA may seek assistance in identifying potential members of the PCC from area-wide, city-wide, and development-based resident councils, the resident management corporation, or the Resident Advisory Board.

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**Recommended PCC Membership [24 CFR 984.202(b)(2)]**

Membership on the PCC also may include representatives of the unit of general local government served by the PHA, local agencies (if any) responsible for carrying out employment training programs or programs funded under the Workforce Innovation and Investment Act, and other organizations, such as other state, local, or tribal welfare and employment agencies, public and private education or training institutions, child care providers, nonprofit service providers, private business, and any other public and private service providers with resources to assist the FSS program.

OHA Policy

The OHA's FSS program coordinating committee membership will include, but is not limited to, the following organizations:

- *Ventura County Community Development Corporation*
- *County of Ventura PSSA GAIN/JOBS Program*
- *Oxnard College/CalWORKS Program*
- *County of Ventura Public Social Services Agency*
- *Employment Development Department (EDD) State of California*
- *Ventura County Public Health*
- *Ventura County Behavioral Health*
- *Child Development Resources*
- *Women's Economic Ventures*
- *Family Investment Center*
- *Housing Resident Services Program*
- *Colonia Village Tenants Association*
- *Pleasant Valley Village Tenants Association*
- *California State University at Channel Islands*
- *Oxnard Adult Education*
- *Center for Employment Training (C.E.T.)*

## 3-II.C. ALTERNATIVE PCC COMMITTEE [24 CFR 984.202(c)]

It is also possible for the PHA, in consultation with the chief executive officer of the unit of general local government served by the PHA, to use an existing entity as the PCC, if the membership of the existing entity consists or will consist of the individuals required by regulation (See section 3-II.B. above).

OHA Policy

The OHA will not utilize an existing entity as its program coordinating committee.

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# Chapter 4

# SELECTING AND SERVING FSS FAMILIES

## INTRODUCTION

FSS regulations require that the PHA include in its action plan a statement indicating how it will select families for participation in the FSS program. This includes outreach, waiting list management, and other selection procedures. When followed, the PHA's selection procedures ensure that families will be selected without regard to race, color, religion, sex, handicap, familial status, or national origin.

Once selected for participation in the FSS program, families are to be provided various activities and supportive services so that they may obtain the education, employment, business, and social skills necessary to achieve self-sufficiency. A description of such activities and supportive services is also a requirement of the FSS action plan.

This chapter contains three parts:

Part I: Incentives, Outreach, and Assurance of Noninterference: This part describes the incentives the PHA will offer and the outreach efforts the PHA will use to encourage participation and recruit eligible families for the FSS program and contains the required assurance of noninterference with the rights of nonparticipating families.

Part II: Family Selection: This part covers whether the PHA will use preferences for family selection and which preferences the PHA will employ if they choose to do so. In addition, this part describes the selection factors the PHA will use in screening families for participation in the FSS program.

Part III: Activities and Support Services: This part lists the activities and supportive services to be provided to families through both public and private resources, describes the method the PHA will use to identify family support needs, and covers the required certification of coordination.

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## PART I: INCENTIVES, OUTREACH, AND ASSURANCE OF NONINTERFERENCE

### 4-I.A. OVERVIEW

The FSS program offers incentives such as the FSS escrow account, case management, coaching, and other supportive services that not only encourage participation, but also help families achieve self-sufficiency. In addition to encouraging program participation through such incentives, PHAs also conduct outreach to recruit FSS participants from among eligible families. As part of this process, families need to know that their choice as to whether to participate in the FSS program will not affect their admission to the Section 8 or public housing programs, nor will it affect their right to occupancy. This part describes the PHA's policies regarding these issues, all of which are required aspects of the FSS action plan.

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## 4-I.B. INCENTIVES FOR PARTICIPATION [24 984.201(d)(5)]

By regulation, the FSS action plan must include a PHA's incentives plan—a description of the incentives that the PHA intends to offer eligible families to encourage their participation in the FSS program. The incentives plan provides for the establishment of the FSS escrow account and any other incentives designed by the PHA.

OHA Policy

The OHA will offer the following services, as needed to complete obligations in the contract, to its FSS participants as incentives to participate in FSS.

| Incentive | Provided By | Description |
|---|---|---|
| Case management/Coaching | OHA FSS Program and OHA Resident Services | Resident Services Coordinator and Resident Opportunities and Self- Sufficiency Coordinator provide case management to program participants |
| Child care | Child Development Resources | Child care services |
| Education | Oxnard College EOPS and Dream Resource Center/California State University Channel Islands/Oxnard Adult School | Higher education, ESL classes, GED, career technical education, and career management |
| Employment preparation | Center for Employment Training /Oxnard College/CalWorks Program/State of CA Employment Development Dept./ | Employment information, training, placement, job search, resume building, career guidance, interview techniques |
| FSS escrow account | OHA FSS Program | An interest-bearing escrow account is established by the OHA for each participating family. |
| Homeownership Counseling | Ventura County Community Development Corporation | Homeownership education and financial counseling |
| Job training and employment counseling | Center for Employment Training/County of Ventura America's Job Center of California/ Women's Economic Ventures | Job training, job search assistance, resume building, career guidance, interviewing techniques, business training and consulting services |
| Resident Engagement | Colonia Village Tenant Association/Pleasant Valley Tenant Association | Resident education and advocacy efforts |
| Resource referral | OHA Resident Services | Information and referrals to |

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| | | |
|---|---|---|
| | | service providers |
| Substance/alcohol abuse treatment or counseling | Ventura County Behavioral Health | Evaluation and treatment for substance abuse |
| Supportive Services | Ventura County Public Health | Health, nutrition, and wellness programs/services |
| Supportive Services | County of Ventura Human Services Agency | Protective services for child, elder, and dependent adults |
| Unemployment Services | Employment Development Department State of California | Unemployment assistance, and job search support |

## 4-I.C. OUTREACH EFFORTS [24 CFR 984.201(d)(6)(i)(ii)]

In addition to offering incentives for FSS participation, PHAs also conduct outreach to recruit more FSS participants from eligible families. The FSS action plan must include a description of these efforts to recruit FSS participants, including notification and outreach, the actions the PHA will take to assure that both minority and nonminority groups are informed about the FSS program, and how the PHA will make this information known.

OHA Policy

The OHA will notify eligible families about the FSS program using the following outreach locations, activities, methods, and languages, where appropriate. These points of contact and methods have been selected to ensure that both minority and nonminority groups are informed about the FSS program.

| **Location/Activity** | **Staff/Partner** | **Method** | **Language** |
|---|---|---|---|
| Briefings/Orientations | FSS Coordinator/PHA Staff Specialist | Flyer<br>Presentation | English/Spanish |
| Interims/Recertifications | OHA Staff<br>Specialist | Flyer<br>Referral Form | English/Spanish |
| Lobby | OHA Staff<br>Receptionist | Flyer<br>Referral Form | English/Spanish |
| PHA Website | OHA Staff | Webpage<br>Flyer | English/Spanish |
| On-line Outreach | FSS Coordinator / PHA Staff | Mass Emails<br>Newsletter | English/Spanish |
| Direct door to door outreach | FSS Coordinator/Service Providers/OHA Office Assistant | Flyers | English/Spanish |

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## 4-I.D. ASSURANCE OF NONINTERFERENCE WITH THE RIGHTS OF NONPARTICIPATING FAMILIES [24 CFR 984.201(d)(10)]

A family's housing assistance or admission into assisted housing should never depend on whether they choose to participate in the FSS program, and PHAs need to make this known as part of the recruitment process. For this reason, the PHA's action plan must include an assurance that a family's decision to not participate in the FSS program will not affect the family's admission to the Section 8 or public housing programs, nor will it affect the family's right to occupancy in accordance with the lease.

OHA Policy

Participation in the FSS program is strictly voluntary. Section 8 participants and public housing residents will be notified in all literature and media presentations related to the FSS program that should they decide not to participate in the FSS program, it will not affect their Section 8 or public housing. This material will also specify that the family will retain the right to occupancy according to their lease and family obligations contract.

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## PART II: FAMILY SELECTION

### 4-II.A. OVERIVEW

The FSS action plan is required to contain a statement indicating the procedures for selecting families for FSS program participation, including a description of how the PHA will do so without regard to race, color, religion, sex (including actual or perceived gender identity), familial status, or national origin. This part describes these procedures, considering whether the PHA will use preferences for family selection and which preferences the PHA will employ if they choose to do so, in addition to defining the factors the PHA will use in screening families for program participation.

### 4-II.B. FSS SELECTION PREFERENCES

As part of the process for selecting families for participation in the FSS program, the PHA may choose whether to employ the use of preferences. If the PHA so chooses, it has the option of giving a selection preference for up to 50 percent of its FSS program slots to eligible families who have one or more family members currently enrolled in an FSS-related service program or who are on the waiting list for such a program. Such a preference may be further limited to participants in and applicants for one or more specific eligible FSS-related service programs.

Should the PHA choose to adopt such a preference, it would need to include the following information in its action plan:

- The percentage of FSS slots, not to exceed 50 percent of the total number of FSS slots for each of its FSS programs, for which it will give a selection preference
- The FSS related service programs to which it will give a selection preference to the programs' participants and applicants
- The method of outreach to and selection of families with one or more members participating in the identified programs [24 CFR 984.203(a)]

A PHA may wish to adopt additional selection preferences as well [Notice PIH 93-24].

OHA Policy

The OHA has not adopted the use of any other preferences when selecting families for participation in the FSS program.

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The PHA may use either of the following to select among applicants on the FSS waiting list with the same preference status [24 CFR 984.203(b)]:

- Date and time of application to the FSS program; or
- A drawing or other random choice technique.

OHA Policy

The OHA will use the date the family expressed an interest in participating in the FSS program to fill the FSS slots.

## 4-II.C. SELECTION FACTORS

Many factors contribute to whether a PHA may choose to select a family for participation in the FSS program. These selection factors can help the PHA screen families for admission, and ultimately contribute to the PHA's decision to either allow or deny a family's admission into the FSS program.

### Motivation Selection Factors [24 CFR 984.203(d)(1)]

A PHA may screen families for interest and motivation to participate in the FSS program provided that the factors utilized by the PHA are those which solely measure the family's interest and motivation to participate in the FSS program. For this reason, PHAs must only apply motivational screening factors that are permissible under the regulations.

#### *Permissible Motivation Selection Factors*

Permitted motivational factors include requiring attendance at FSS orientation sessions or pre-selection interviews or assigning certain tasks indicating the family's willingness to undertake the obligations that may be imposed by the FSS contract of participation. However, any tasks assigned should be readily accomplishable by the family based on the family members' educational level, abilities, or disabilities, if any. Reasonable accommodations must be made for individuals whose disability (mobility, manual, sensory, speech impairments, mental, or developmental disabilities) creates a barrier to accomplishing the tasks [24 CFR 984.203(d)(2)].

OHA Policy

The OHA will screen families for interest and motivation to participate in the FSS program by assigning a meeting or workshop which is the same type of meeting or workshop for each family. The OHA will only use the fact that the family attended as a screening factor, even if tasks or exercises are not completed in the meeting. In addition, if the family needs either childcare or transportation to be able to attend, or requests an accommodation for a disability, the OHA will either refer the family to available services or exempt the family from this screening factor.

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### *Prohibited Motivation Selection Factors*

Prohibited motivational screening factors include the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors, such as sensory or manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or nonminority groups [24 CFR 984.203(d)(3)].

### Other Selection Factors

In addition to motivational screening, the PHA may also wish to screen families for the following additional factors.

### *PHA Debt Selection Factor*

The PHA may deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with Section 8 or public housing assistance [Notice PIH 93-24, B-18].

OHA Policy

The OHA will deny FSS participation to a family if the family owes the OHA, or another PHA, money in connection with Section 8 or public housing assistance. Families that owe money to a PHA who have entered into a repayment agreement and are current on that repayment agreement will not be denied FSS participation.

### *Unavailable Support Services Selection Factor*

If the PHA determines, after consulting with the family, that a missing service is essential to the family's needs, the PHA may skip that family (and other similar families) and offer the FSS slot to the next family for which there are available services [Notice PIH 93-24, B-8].

OHA Policy

If the OHA determines, after consulting with the family, that a missing service is essential to the family's needs, the OHA will present the family's case before the Program Coordinating Committee to allow consideration of other options and further case evaluation. If it is determined that the essential service is not available and the lack of it places the family in a situation where they do not have the necessary resources available to succeed, the OHA will skip the family (and other similar families) and offer the FSS slot to the next family for which there are available services.

### *Previous Participation Selection Factor*

A PHA may refuse to select a family for participation in the FSS program a second time if that family previously participated unsuccessfully (i.e., the family participated, did not meet its FSS obligations, and was terminated from the FSS program) [Notice PIH 93-24, B-14].

OHA Policy

The OHA will consider a family's request to re-enroll in the FSS Program if they did not complete the program and did not receive any escrow savings. The following conditions must be met in order for a family to be considered for re-enrollment:

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- The family is in good standing with regards to its Public Housing or Section 8 Program responsibilities;
- The family was not terminated initially from the FSS Program due to fraud;
- The family must wait for a period of six (6) months for re-enrollment in the program after the initial FSS Contract was terminated;
- The OHA will screen the family to measure the family's interest and motivation to participate in the FSS program in accordance with 24 CFR 984.203(d)(1) and 24 CFR 984.203(d)(2).

The OHA will not enroll a family for participation in the FSS program a second time if that family previously participated, completed the COP, and received a final distribution of their escrow account if their employment skills or wages are below the level needed to achieve economic self-sufficiency (a wage that pays for basic needs without the use of subsidies).

## 4-II.D. SELECTION OF HEAD OF HOUSEHOLD

Each eligible family that is selected to participate in an FSS program must enter a contract of participation with the PHA. There will be no more than one contract at any time for each family. There may be an ITSP for as many members of the family who wish to participate. The contract shall be signed by a representative of the PHA and the head of FSS family, as designated by the family. This head of FSS family does not have to be the same as the official head of household for rental assistance purposes [24 CFR 984.303(a)].

OHA Policy

The OHA will meet with the family and detail the obligations, rights, and privileges that pertain to the FSS head of household and require each adult family member to certify their agreement as to their designated head of the FSS family. These certifications will be a permanent part of the FSS family's record and will be updated with each change of head of household.

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## PART III: ACTIVITIES AND SUPPORT SERVICES

### 4-III.A. OVERVIEW

Once families are admitted to the FSS program, the PHA becomes responsible for making sure these families are adequately served. The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of Section 8 and public housing assistance programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency. As such, upon selection, families are matched with the appropriate activities and supportive services so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency. This is a vital element of the FSS program. The PHA must make a good faith effort to replace the obtained services from another agency.

### 4-III.B. METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS [24 CFR 984.201(d)(8)]

Before a PHA can determine the services and activities it will provide to FSS families, it must identify the services and activities appropriate to each family. The action plan must contain a description of how the program will identify the needs of FSS families and deliver the services and activities according to these needs.

OHA Policy

Supportive services needs will be identified by completion of an informal needs assessment with the FSS coordinator or case manager or coach before completion of the initial individual training and services plan and signing of the contract of participation.

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## 4-III.C. FSS ACTIVITIES AND SUPPORT SERVICES DESCRIPTION [24 CFR 984.201(d)(7)]

As part of the required contents of the action plan, PHAs must both describe the activities and supportive services to be provided by public and private resources to FSS families and identify the public and private resources that are expected to provide the supportive services.

Of course, this task assumes that the PHA has first identified the needed activities and supportive services.

OHA Policy

The OHA's FSS program, through its partners on the program coordinating committee and community partners, will provide the following activities and support services to FSS families:

| Support Service General | Support Service Specific | Source/Partner |
|---|---|---|
| **Assessment** | Vocational Assessment<br>Educational Assessment<br>Vocational Planning<br>Educational Planning<br>Disability Assessment<br>Disability Vocational Assessment/Planning<br>Disability Educational Assessment/Planning<br>Drug/Alcohol Assessment<br>Drug/Alcohol Planning | Adult Basic Education<br>Career Center<br>Community College<br>Community Based Organizations<br>Career Center<br>Community College<br>Vocational Rehabilitation<br>Health Department<br>Career Center<br>Community-based Organizations |
| **Education** | High School<br>English as a Second Language GED<br>Post-secondary<br>College | High School Adult Basic Education<br>Community College<br>University |
| **Training** | Skills Training<br>Emerging Technologies Training<br>Biomedical Training<br>On-the-Job Training<br>Functional Context Training | Adult Basic Education<br>Community College<br>University<br>Community-based Organizations<br>Workforce Innovation/American Job Centers |

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| Support Service General | Support Service Specific | Source/Partner |
|---|---|---|
| **Job Search Assistance** | Resume Preparation<br>Interviewing Skills<br>Dress for Success<br>Workplace Skills<br>Job Development<br>Job Placement | Adult Basic Education<br>Community College<br>University<br>Community-based Organizations<br>Workforce Innovation/American Job Centers |
| **Transportation** | Bus | Gold Coast Transit |
| **Health Care** | Alcohol and Drug Prevention<br>Alcohol and Drug Treatment | HMO<br>Health Department<br>Community Clinic<br>General Hospital |
| **Child Care** | Infant Care<br>Toddler Care<br>Preschool Care<br>Afterschool Care<br>Homework Assistance | Child Care Resource<br>The Boys & Girls Clubs of Greater Oxnard and Port Hueneme |
| **Financial Literacy** | Financial Education<br>Financial Coaching<br>Debt Resolution<br>Credit Repair | Adult Basic Education<br>Community College<br>University<br>Community-based Organizations |
| **Legal Services** | Representation<br>Document Review<br>Counsel or Advice | California Rural Legal Assistance<br>Housing Rights Center<br>Ventura County Legal Aid |
| **Child/Adult Protective Services** | Needs Assessment<br>Case Planning<br>Information Referral<br>Crisis Management | Senior Services<br>Adult Services<br>In-home Support Services<br>Adult/Child Abuse Hotline<br>Foster Care<br>Adoption Services |
| **Crisis Services** | Crisis Assessment<br>Crisis Intervention<br>Crisis Management<br>Crisis Resolution | Crisis Team<br>Senior Crisis Team<br>Poison Center<br>Domestic Violence Shelter |

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| Support Service General | Support Service Specific | Source/Partner |
|---|---|---|
| **Micro and Small Business Development** | Training<br>Planning<br>Technical Assistance<br>Mentoring | Microbusiness Assistance Program<br>Small Business Administration |
| **Homeownership** | Training<br>Planning<br>Debt Resolution | Public Housing Authority<br>Housing Counseling Organization<br>Community-based Organizations |

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## 4-III.D. CERTIFICATION OF COORDINATION [24 CFR 984.201(D)(12)]

The FSS action plan is required to contain a certification that the development of the activities and services under the FSS program has been coordinated with the JOBS program (now Welfare to Work under TANF), the programs under title I of the Workforce Innovation and Opportunity Act,, and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of the FSS program's activities and services must continue to be coordinated as such to avoid duplication of activities and services.

OHA Policy

The OHA certifies that its FSS program has developed its services and activities in coordination with programs under Title I of the Workforce Innovation and Opportunity Act, Workforce Investment Board and American Job Centers (also known as Workforce Centers or One Stop Career Centers), and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of these activities and services will continue to be coordinated in this manner to avoid duplication of activities and services.

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# Chapter 5

# CONTRACT OF PARTICIPATION

## INTRODUCTION

Each family that is selected to participate in an FSS program must enter into a contract of participation with the PHA. This contract, which is signed by the head of the FSS family, sets forth the principal terms and conditions governing participation in the FSS program, including the rights and responsibilities of the FSS family and of the PHA, the services to be provided to the head of the FSS family and each adult member of the family who elects to participate in the program, and the activities to be completed by them. The contract also incorporates the individual training and services plan [24 CFR 984.303].

This chapter contains two parts:

Part I: Overview and Family Obligations: This part provides an overview of the form and content of the contract of participation and describes what the contract requires of FSS families.

Part II: Contract Specifications: This part explains the specifications of the contract, including terms and conditions, contract modification, contract terminations, and grievance procedures.

## PART I: OVERVIEW AND FAMILY OBLIGATIONS

### 5-I.A. OVERVIEW

The purpose of the FSS contract of participation is to set forth the principal terms and conditions governing participation in the FSS program, including the incorporation of the individual training and services plan (ITSP) as part of the contract's required contents. The ITSP is meant to establish goals the FSS family will meet along the family's way to completing the contract and becoming self-sufficient. In addition to the goals specified in the ITSP, the contract also lists the responsibilities of the family and the PHA. This part covers the ITSP as part of the required contents of the contract of participation, and the family's obligations under the contract.

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## 5-I.B. CONTENTS OF THE CONTRACT OF PARTICIPATION

### Individual Training and Services Plan

There will only ever be one FSS contract of participation (CoP) at any time for each FSS family. As part of the required contents of the FSS contract of participation (CoP), the individual training and services plan (ITSP) establishes specific interim and final goals by which the PHA and the family measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient. Interim and final goals will differ depending on the family's individual needs. Regulations require the establishment of a final goal that includes both employment for the head of the FSS family and independence from welfare assistance for all family members regardless of age.

#### *Interim Goals [24 CFR 984.303(b)(2)]*

PHAs must work with each participant to establish realistic and individualized goals and may not include additional mandatory goals or mandatory modifications of the two mandatory goals.

#### *Individual Training and Service Plans for Other than FSS Head [24 CFR 984.103]*

An individual training and services plan is required for the head of the FSS family and all adults choosing to participate. ITSPs must be prepared for each adult family member participating. ITSPs are prepared by the PHA, in consultation with the participating family member [Notice PIH 93-24, G-16.

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## 5-I.C. FAMILY OBLIGATIONS

### Compliance with Lease Terms [24 CFR 984.303(b)(3)]

One of the obligations of the FSS family according to the contract of participation is to comply with the terms and conditions of the Section 8 or public housing lease.

Inability to comply with the lease represents an inability to comply with the contract, therefore regulations regarding noncompliance with the FSS contract apply [see 24 CFR 984.303(b)(5)]. It is up to the PHA to determine the plan of action for FSS families found in noncompliance with the lease and how the PHA will precisely define the term *comply with the lease.* All considerations allowed for other assisted residents regarding violations of the lease, must also be allowed for FSS participants.

OHA Policy

The OHA will define *comply with the lease* to mean the FSS family has not been evicted for repeated or serious violations of the lease as defined in the Section 8 Administrative Plan and public housing Admissions and Continued Occupancy Policy; or if they have been evicted for repeated and serious violations of the lease, the family has pursued their right to grieve, and the family has prevailed in either the grievance hearing or the informal hearing process.

The OHA's FSS program will terminate the FSS contract of participation for failure to comply with the terms of the lease.

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**Employment Obligation [24 CFR 984.303 (b)(4)]**

Another obligation set forth by the contract of participation is for the head of the FSS family to *seek and maintain suitable employment* during the term of the contract and any extension. Although other members of the FSS family may seek and maintain suitable employment during the term of the contract, it is only a requirement for the head of the FSS family.

The obligation for the head of the FSS family to *seek employment* is defined in the regulatory language as meaning that the head of the FSS family has searched for jobs, applied for employment, attended job interviews, and has otherwise followed through on employment opportunities. However, this definition still leaves room for policy decisions on the part of the PHA because it does not define the level of activity involved in "seeking."

There is no regulatory definition of *maintain suitable employment.* For this reason, it is up to the PHA to define the term. However, there can be no minimum period of time that the head of the FSS family must work.

With the agreement of the FSS family member, the PHA makes a determination of what it means to maintain suitable employment based on the skills, education, and job training of the FSS head of household, receipt of other benefits of the family member, and the available job opportunities within the jurisdiction served by the PHA. This means that the PHA must consult with the family member and agreement must be reached as to what *maintain suitable employment* is for that family member [24 CFR 984.303 (b)(4), Notice PIH 93-24, G-3].

OHA Policy

For purposes of the OHA's FSS program, *seek employment* means the head of household has applied for employment, attended job interviews, and otherwise followed through on employment opportunities as outlined in the individual training and services plan of their contract of participation.

*Maintain suitable employment* is employment, on the last day of the contract, that is outlined in the individual training and service plan and is based on the skills, education, job training, and receipt of other benefits of the head of the FSS family. The OHA will require verification of this employment or enrollment.

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## 5-I.D. CONSEQUENCES OF NONCOMPLIANCE WITH THE CONTRACT

Consequences apply for families who do not meet the terms and conditions of the contract. The regulations require that the contract of participation specify that if the FSS family fails to comply, without good cause, with the terms and conditions of the contract (including compliance with the Section 8 or public housing lease), the PHA may:

- Withhold supportive services
- Terminate the family's participation in the FSS program

PHAs are not permitted to terminate a family's housing assistance due to the family's failure to meet its obligations under the contract of participation [24 CFR 984.101(d)].

OHA Policy

The contract of participation (CoP) will be terminated before the expiration of the contract term if the participant fails to meet, without "good cause," their obligations as outlined in the CoP. If the participant fails to meet its obligations outlined in the CoP, the FSS coordinator, or their designee, will first meet with the family to reassess the need for supportive services or a change in the individual training and services plan (ITSP).

If a reassessment of supportive services and a change in the ITSP is not successful in bringing the family in to compliance, the FSS coordinator will reassess the need for, and availability of, supportive services and refer the participant to a knowledgeable professional for a formal assessment of the challenges leading to the noncompliance.

The FSS Coordinator will use this formal assessment to identify and refer to resources that remove the challenge so the participant is able to meet their obligations outlined in the CoP.

Finally, if neither of these alternatives is successful, the FSS coordinator will terminate the CoP for failure to complete the tasks, interim goals, or final goals of the ITSP in a timely manner, and thus failure to complete the obligations outlined in the CoP.

The FSS coordinator will make an exception to the actions in terminating the CoP if the participant can, with the assistance of the FSS Coordinator, demonstrate "good cause" for the failure to meet its obligations as outlined in the CoP.

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For purposes of the OHA FSS program, *good cause* includes circumstances beyond the control of the FSS family:

- Family circumstances
  - Death in the family
  - Serious illness
  - Medical emergency
  - Mandatory court appearances
  - Involuntary loss of employment
  - Loss of head of household through death, incarceration, or removal from lease
  - Change in the ITSP improving progress toward economic self-sufficiency
- Community circumstances
  - Significant reduction in workforce (over 20 percent reduction in employment field)
  - Significant interruption in service delivery (over 3 months interruption)
  - Provider noncompliance with regulation
  - Provider unable or unwilling to provide service
  - Provider offering inferior service
- Active pursuit of a current or additional self-sufficiency goal
  - Resolution of a barrier to employment
  - Completion of a college degree or technical training
  - Completion of a work-related certification
  - Credit repair towards homeownership readiness

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## PART II: CONTRACT SPECIFICATIONS

### 5-II.A. OVERIVEW

In addition to making clear the family's obligations under the program, the contract of participation contains specific terms and conditions, including those governing contract modifications, terminations, and grievance procedures. This part describes those specifications and associated policy.

### 5-II.B. CONTRACT TERM [24 CFR 984.303(c)]

The contract term is five years. This means that the family has no more than five years from the effective date of the contract of participation (CoP) to fulfill their obligations as specified in the contract. This five year term requirement will be specified in the CoP.

### Contract Extension [24 CFR 984.303(d)]

While the term set forth in the contract of participation is for five years, contract extensions are available. According to regulation, PHAs must for "good cause" extend the term of the contract for a period not to exceed two years for any FSS family that requests an extension of the contract in writing or verbally. The family's written or verbal (documented by the FSS Coordinator) request for an extension must include a description of the need for the extension. *Good cause* means circumstances beyond the control of the FSS family, as determined by the PHA, such as a serious illness or involuntary loss of employment (further defined by PHA policy in Section 5-I.D.). Extension of the contract of participation will entitle the FSS family to continue to have amounts credited to the family's FSS account.

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## 5-II.C. MODIFICATION OF THE CONTRACT

The contract of participation (CoP) may be modified, as long as the PHA and the FSS family mutually agree to modify it. This includes modifications in writing with respect to the individual training and services plans (ITSPs), the contract term (See Section 5-II.B. above), and designation of the head of the family [24 CFR 984.303(f)]. The conditions under which the PHA will modify the contract are set forth in the policy below.

OHA Policy

In the OHA's FSS program, the CoP will be modified by mutual agreement between the PHA and the FSS head of household:

When modifications to the ITSP improve the participant's ability to complete their obligations in the CoP or progress toward economic self- sufficiency.

When the actual end date of the CoP is determined by the effective date of the FSS family's first reexamination changes the end date of the CoP.

When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, , designate another family member to be the FSS head of household and receive escrow funds.

When an FSS family moves to the jurisdiction of a receiving PHA that does not have an FSS program and the family may not continue participation in the FSS program, and modification of the FSS contract will allow the family to complete the contract and receive an escrow disbursement or terminate the contract with escrow disbursement.

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## 5-II.D. COMPLETION OF THE CONTRACT

By regulation, the contract of participation is considered to be completed when the head of household is employed and the FSS family has fulfilled all of its obligations under the contract of participation, including all family members' ITSPs, on or before the expiration of the contract term, including any extension thereof.

Policies on verifying completion of the contract of participation can be found in Section 6-I.C. of this action plan.

## 5-II.E. TRANSITIONAL SUPPORTIVE SERVICE ASSISTANCE

Even after a family has completed the contract of participation, a PHA may continue to offer appropriate FSS supportive services to a former completed FSS family. If the family still resides in Section 8 or public housing, these supportive services would be offered for becoming self-sufficient. If the family no longer resides in Section 8 or public housing, these supportive services would be offered for becoming self-sufficient or remaining self-sufficient. Transitional services for families who no longer reside in Section 8 or public housing, may only be offered using sources that are not HUD funds or HUD restricted funds [24 CFR 984.303(j)].

OHA Policy

The OHA will not continue to offer supportive services to a former FSS family who has completed its contract of participation.

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## 5-II.F. TERMINATION OF THE CONTRACT

### Termination of the Contract with Escrow Distribution [24 CFR 984.303(k)]

The contract of participation will be terminated with escrow distribution before the expiration of the contract term, during any extension of the contract, or at end of the term of the contract if all obligations under such have not been met, when:

- Services that the PHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable, as described in Section 5-II.H. of this Action Plan. This type of termination is also referred to as "nullification" in the FSS regulations at 24 CFR 984.
- The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless the PHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family; or
- An FSS family in good standing moves outside the jurisdiction of the PHA (in accordance with portability requirements at 24 CFR 982.353) for good cause and continuation of the CoP after the move or completion of the CoP prior to the move is not possible. PHAs must be consistent in their determinations of whether a family has good cause for a termination with FSS escrow disbursement.

### Termination of the Contract without Escrow Distribution [24 CFR 984.303(h)]

The contract of participation may be terminated before the expiration of the contract term and any extension of the contract by the following:

- Mutual consent of the parties
- Failure of the FSS family to meet its obligations under the contract of participation without good cause, including in a Section 8 FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA
- The family's withdrawal from the FSS program
- Such other act as is deemed inconsistent with the purpose of the FSS program
- Operation of law

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OHA Policy

The CoP will be terminated before the expiration of the contract term, and any extension thereof, for any of the following reasons

Mutual consent of the parties.

Family's withdrawal from the FSS program.

Failure of the FSS family to meet its obligations under the contract of participation without good cause. *Good cause* for the purposes of the FSS program is also defined in Section 5-I.D. of this Action Plan.

Such other act as is deemed inconsistent with the purpose of the FSS program.

Operation of law.

If the FSS family faces termination due to failing to meet, without good cause, its obligations under the CoP, the OHA will follow the relevant policy specified in Section 5-I.D. of this action plan.

**Note:** If the family is unable to meet the requirements of the contract of participation because essential services are not available, the contract tis *nullified,* not terminated.

In addition, the` contract of participation is automatically terminated if the family's Section 8 assistance is terminated in accordance with HUD requirements [24 CFR 984.303(h)].

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## 5-II.G. OPTION TO WITHHOLD SUPPORTIVE SERVICE [24 CFR 984.303(b)(5)(i)]

As touched upon in Section 5-I.D. of this action plan, the PHA has the option to withhold supportive services or the FSS family's participation in the FSS program if the PHA determines that the FSS family has failed to comply without good cause with the requirements of the contract of participation.

PHAs are not permitted to terminate Section 8 assistance to a family due to the family's failure to meet its obligations under the contract of participation [24 CFR 984.101(d)].

## 5-II.H. PHA OBLIGATION TO MAKE GOOD FAITH EFFORT TO REPLACE UNAVAILABLE SUPPORT SERVICES [24 CFR 984.303(e)]

PHA s must make an extensive good faith effort to replace services that community agencies either cannot or will not provide. If all of the steps below are exhausted without the provision of an integral service, the contract of participation can be ended ahead of time as a result. This, however, should only occur as a last resort. The PHAs good faith effort must be demonstrated by taking the following steps:

- If a social service agency fails to deliver the supportive services pledged under an FSS family member's individual training and services plan (ITSP), the PHA must make a good faith effort to obtain these services from another agency.
- If the PHA is unable to obtain the services from another agency, the PHA must reassess the family member's needs and determine whether other available services would achieve the same purpose.
- If other available services would not achieve the same purpose, the PHA shall determine whether the unavailable services are integral to the FSS family's advancement or progress toward self-sufficiency.
- If the unavailable services are not integral to the FSS family's advancement toward self-sufficiency, the PHA must revise the ITSP, delete these services, and modify the contract of participation to remove any obligation on the part of the FSS family to accept the unavailable services.
- If the unavailable services *are* determined to be integral to the FSS family's advancement toward self-sufficiency (which may be the case if the affected family member is the head of the FSS family), the PHA shall terminate the contract of participation and follow the requirements in Section 5-II.F. of this Action Plan.

Termination of the contract of participation based on unavailability of supportive services shall never be grounds for termination of Section 8 or public housing assistance.

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## 5-II.I. GRIEVANCE PROCEDURES

When adverse action is taken by the PHA against a family, the PHA is required to provide a grievance hearing in the public housing program, or an informal hearing in the Section 8 program [24 CFR 966 subpart B, 24 CFR 982.554].

According to regulatory requirements, the FSS action plan must contain the grievance and hearing procedures available for FSS families against whom the PHA has taken adverse action with regards to FSS [24 CFR 984.201(d)(9)].

OHA Policy

The grievance and informal hearing procedures for the FSS program will be the same as the grievance and hearing procedures adopted for the Section 8 (See Chapter 16, Part III of the Administrative Plan) and public housing programs (See Chapter 14 of Admissions and Continued Occupancy Policy Plan), respectively.

Adverse actions taken within the FSS program include:

Denial of admission into the FSS program

Denial of request for supportive services

Denial of request to change the ITSP

Denial of request to change the head of household

Denial of request for interim disbursement of the escrow account

Denial of request to complete the CoP

Denial of a request for extension to the FSS CoP

Denial of request for either interim or final distribution of escrow account

Withholding of support services

Termination of the FSS CoP

Denial of request for termination with escrow

Denial of transitional services

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# Chapter 6

# ESCROW ACCOUNT

## INTRODUCTION

The establishment of an escrow account is offered as a support and financial incentive to families for participation in the FSS program. Generally, under this incentive, the amount of an increase in family rent resulting from an increase in earned income is escrowed. That is, usually a family's rent or share of the rent goes up when the family experiences an increase in earned income. In the FSS program, this is still the case, and the part of the rent representing the increase is deposited into an account as an escrow credit. The funds from this escrow account then become available to FSS families upon successful completion of their contracts of participation and may become available earlier at the housing authority's option.

This chapter explains how the FSS escrow account works, including calculating the amount of the escrow credit, disbursing the funds, and the proper way for the PHA to manage and report on the account.

This chapter contains two parts:

Part I: The Escrow Account: This part provides an overview of how the escrow account works, including calculating the escrow credit and disbursing the funds upon completion of the contract of participation.

Part II: Escrow Fund Accounting and Reporting: This part describes the requirements for managing the escrow account, including both accounting and reporting requirements.

## PART I: THE ESCROW ACCOUNT

### 6-I.A. OVERVIEW

As an integral incentive to the FSS program, it is especially important to have clear-cut policy spelling out how the escrow account works. This includes policy regarding the calculation of the FSS credit amount, the disbursement of FSS account funds, the use of account funds for homeownership, and forfeiture of the FSS escrow account.

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## 6-I.B. CALCULATING THE FSS CREDIT AMOUNT

### Determination of Baseline Annual Earned Income and Baseline Monthly Rent

When determining the family's baseline annual earned income and the baseline monthly rent amounts for purposes of computing the FSS escrow credit, the PHA must use the amounts on the family's most recent income reexamination in effect.

For purposes of determining the FSS credit, baseline monthly rent for families paying an income-based rent is the family's Total Tenant Payment (TTP) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract.

For families in public housing who are paying either flat or ceiling rent, family rent is the amount of the flat rent (including the applicable utility allowance) or ceiling rent (including any hardship discounts) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract [24 CFR 984.103(b)].

### Determination of the Escrow Credit

To calculate the FSS credit, the PHA must accurately determine the family's baseline earned income and baseline monthly rent and compare those figures with the family's current earned income and current monthly rent. The FSS credit is the lesser of 30 percent of one-twelfth or 2.5 percent of the amount by which the family's current annual earned income exceeds the family's baseline annual earned income; or the increase in the family's monthly rent. The increase in the family's monthly rent is the lower of either the amount by which the family's current monthly rent exceeds the family's baseline monthly rent, or for Section 8 families, the difference between the baseline monthly rent and the current gross rent (*i.e.*, rent to owner plus any utility allowance) or the payment standard, whichever is lower [24 CFR 984.305(b)(2)].

### Determination of Escrow Credit for Families Who Are Not Low Income

FSS families who are not low-income families are not entitled to any FSS credit [24 CFR 984.305(b)(2)].

### Increases in FSS Family Income [24 CFR 984.304]

As described in the FSS credit calculations above, any increases in family earned income resulting in increases in family rent are deposited in the escrow account. For this reason, and because of the nature of the FSS account, any increase in the earned income of an FSS family during its participation in an FSS program may not be considered as income or an asset for purposes of eligibility of the FSS family for other benefits, or amount of benefits payable to the FSS family, under any other program administered by HUD.

### Cessation of FSS Credit [24 CFR 984.305(b)(4)]

The PHA will not make any additional credits to the FSS family's FSS account when the family has completed the contract of participation, when the contract of participation is terminated, when the family is not low-income, or during the time a Section 8 family is in the process of moving to a new unit.

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## 6-I.C. DISBURSEMENT OF FSS ACCOUNT FUNDS

### Disbursement Before Completion of Contract

The PHA may at its sole option disburse FSS account funds before completion of the contract if the family needs a portion of the funds for purposes consistent with the contract of participation and the PHA determines that the FSS family has fulfilled certain interim goals established in the contract of participation. These interim disbursements could include using the funds to assist the family in meeting expenses related to completion of higher education (e.g., college, graduate school) or job training, or to meet start-up expenses involved in creation of a small business [24 984.305(c)(2)(ii)].

OHA Policy

The OHA will disburse a portion of the FSS escrow account funds before completion of the CoP when the family has met certain interim goals, which means the family has met all its obligations under the CoP to date, including completion of the ITSP interim goals and tasks to date, and:

Requested funds are needed to complete an interim goal or task within the CoP and are not ongoing expenses.

**OR**

The family has demonstrated that the need for one-time payment of otherwise ongoing expenses such as rent, utilities, telephone, cell phone, pager, car payments, car maintenance, insurance, or childcare is needed to complete an interim goal, a final goal, or a task related to such goals.

### Disbursement at Completion of Contract [24 CFR 984.305(c)(1) and 24 984.305(c)(2)(i)]

When the contract has been completed, at or before the expiration date, according to regulation, the amount in the FSS account in excess of any amount the FSS family owes to the PHA under the lease will be paid to the head of the FSS family. To receive the disbursement, the head of the FSS family must submit a certification (as defined in 24 CFR 984.103) to the PHA at the time of contract completion that, to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance.

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**Disbursement at Contract Termination [24 CFR 984.305(c)(3)]**

The PHA must disburse to the family its FSS escrow account funds in excess of any amount owed to the PHA under the lease when the contract has been terminated in certain circumstances. These circumstances include services are not available to the family that the PHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency, when the head of the FSS family becomes permanently disabled and unable to work during the period of the contract (unless the PHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family), or when an FSS family moves outside the jurisdiction of the PHA and continuation of the CoP after the move is not possible according to the regulations. In circumstances where a family is not able to continue in FSS after the move, it is also possible for the PHA and the family to determine if the contract can be modified to make completion and receipt of the escrow monies, possible. PHAs must be consistent in their determinations of whether a family has good cause for a termination with FSS escrow disbursement.

**Verification of Family Certification at Disbursement**

The PHA must verify that the family has met the requirements of either interim, final, or termination of contract with escrow. Interim disbursement may only occur after the family has completed certain interim goals and funds are needed to complete other interim goals. Final disbursement can only occur after the family has completed the contract of participation and all members are welfare-free as defined by regulation. Disbursement at contract termination only occurs if the family circumstances involve an integral missing service, the disability of the FSS head of household, or an FSS family porting out of the jurisdiction of the PHA and HUD regulations do not allow continuation of the FSS contract. In each of these circumstances, it follows that the PHA may require verification for the completion of interim goals or the contract of participation.

At interim disbursement and before final disbursement of the FSS account funds to the family, the PHA must verify that the FSS family is no longer a recipient of welfare assistance by requesting copies of any documents which may indicate whether the family is receiving any welfare assistance, and by contacting welfare agencies [24 CFR 984.305(c)(4)].

HUD provides verification guidance in Notice PIH 2018-18. This guidance is mandatory for the Section 8 and public housing programs. The PHA's Administrative Plan or ACOP must contain verification policies following the hierarchy in this notice. The policies contained in the PHA's ACOP and Administrative Plan cover verification policies related to the FSS program in general. However, determining the need for interim disbursements may require more clarification as to what constitutes an acceptable third-party source.

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OHA Policy

The PHA will require verification that the FSS family has completed certain interim goals, has completed the contract of participation, has met the requirements for termination with disbursement of escrow and that the FSS family is no longer a recipient of welfare assistance, as relevant, before making interim and final disbursements.

The OHA will follow HUD's verification hierarchy set forth in Notice PIH 2018-18 to make these verifications, including the guidance therein regarding documentation. However, the OHA will use a *knowledgeable professional* as a third-party source to verify the need for interim disbursements.

**Succession to FSS Account [24 CFR 984.305(d)]**

FSS account funds should be disbursed to the head of the FSS family. However, if the head of the FSS family no longer resides with the other family members in Section 8 or public housing, the remaining members of the FSS family, after consultation with the PHA, have the right to designate another family member to receive the funds.

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## 6-I.D. USE OF FSS ACCOUNT FUNDS FOR HOMEOWNERSHIP

According to regulation, a Section 8 or public housing FSS family may use their the final distribution of FSS account funds for the purchase of a home, including the purchase of a home under one of HUD's homeownership programs, or other federal, state, or local homeownership programs, unless the use is prohibited by the statute or regulations governing the particular homeownership program [24 CFR 984.305(e)].

Homeownership is just one option for use of the FSS account funds. PHAs may not restrict the use of escrow funds at contract completion [Notice PIH 93-24, C-13].

## 6-I.E. USE OF FORFEITURE OF FSS ACCOUNT FUNDS

Amounts in the FSS account will be forfeited when the contract of participation is terminated without escrow disbursement, or when the contract of participation is completed by the family (see Section 5-II.D. of this action plan) but the FSS family is receiving welfare assistance at the time of expiration of the term of the contract of participation, including any contract extension [24 CFR 984.305(f)(1)].

Use of forfeited escrow accounts is also described in Section 3-I.F. of this FSS Action Plan.

OHA Policy

The OHA will use forfeited escrow accounts for support and other costs for FSS participants in good standing when funds requested are needed to complete an interim goal or task in the ITSP and are not ongoing expenses or if the family can demonstrate that the need for one-time payment of otherwise ongoing expenses such as rent, utilities, telephone, cell phone, pager, car payments, car maintenance, insurance, or childcare is needed to complete an interim goal, a final goal, or a task related to such goals in the ITSP. The OHA will make payment directly to third party vendor

The OHA will use forfeited escrow accounts for training provided to FSS Coordinators.

The OHA will define *supports* as defined in 24 CFR 984.305(f)(2)(i)(A) as transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator(s)

The OHA will define *other costs related to achieving obligations in the CoP* as any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP as defined in 24 CFR 984.305(f)(2)(i)(A) as transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator(s).

The OHA will define *necessary to complete* as meaning that no other resources are available in the community either because such a resource is non-existent or that resources are utilized above capacity and agencies cannot, for an in determined period, provide such a resource.

The OHA will provide funds from the forfeited escrow account to FSS participants in good standing before requiring the participant to use an "interim" disbursement from their current escrow account so long as:

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The funds requested are needed to complete an interim goal or task within the CoP and are not ongoing expenses; or

If the family has demonstrated that the need for one-time payment of otherwise ongoing expenses such as rent, utilities, telephone, cell phone, pager, car payments, car maintenance, insurance, or childcare is needed to complete an interim goal, a final goal, or a task related to such goals.

The OHA will prioritize requests for funds from forfeited escrow accounts initially on a first come first served basis based on the date and time of the request. After that order is established, while still preserving the first come first served basis, the OHA will apply the following priorities based on an assessment by a knowledgeable professional (*See page 2-14 for definition*):

Priority 1: Funds to meet a goal in the ITSP that is necessary to ensure the safety and wellbeing of victims of domestic violence, dating violence, sexual assault, and stalking as defined in the OHA's Section 8 Administrative Plan and public housing Admissions and Continued Occupancy Policy regarding VAWA.

Priority 2: Funds to meet a goal in the ITSP that is necessary to stabilize health, safety, and welfare of the FSS participant or family that if left unattended would jeopardize education, training, or employment.

Priority 3: Funds to meet a goal in the ITSP that is necessary to further education, training, and employment goals in the ITSP including childcare, transportation, and medical costs if the lack of any of these prevents completion of the education, training, and employment.

Priority 4: Funds to meet a goal in the ITSP that is necessary to further any other goal or tasks.

**Treatment of Forfeited FSS Account Funds**

FSS escrow account funds forfeited by the FSS family must be used by the PHA for the benefit of the FSS participants. These funds may only be used for support for FSS participants in good standing. These supports include transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the CoP; or training for FSS Program Coordinator(s). Forfeited FSS escrow accounts may not be used for salary and fringe benefits of FSS Program Coordinators, general administrative costs of the FSS program, for housing assistance payments (HAP) expenses or public housing operating funds.

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## PART II: ESCROW FUND ACCOUNTING AND REPORTING

### 6-II.A. OVERVIEW

Regulations set forth specific requirements involving the accounting and reporting for the FSS escrow account. This part describes those requirements and the PHA policy necessary for managing the account from the PHA perspective.

### 6-II.B. ACCOUNTING FOR FSS ACCOUNT FUNDS

When establishing FSS escrow accounts, the PHA must deposit the FSS account funds of all families participating in the PHA's FSS program into a single depository account for each (Section 8 or public housing) program. These funds are determined at each reexamination after the effective date of the contract and must be deposited each month to each family's subsidiary line item in the PHAs escrow account. In addition, the funds held in this account must be invested in one or more of the HUD-approved investments [24 CFR 984.305].

#### Crediting the Escrow Account [24 CFR 984.305(a)(2)(i)]

The total of the combined FSS account funds will be supported in the PHA accounting records by a subsidiary ledger showing the balance applicable to each FSS family. During the term of the contract of participation, the PHA must credit the amount of the FSS credit (see Section 6-I.B.) to each family's FSS account every month.

#### Proration of Investment Income [24 CFR 984.305(a)(2)(ii)]

Because the FSS account funds are to be invested, the investment income for those funds in the FSS account will also need to be credited to each family's account subsidiary line item. By regulation, these funds are to be prorated and credited to each family's FSS account based on the balance in each family's FSS account at the end of the period for which the investment income is credited.

OHA Policy

Each quarter the full amount of the investment income for funds in the public housing and Section 8 FSS account will be prorated and credited to each family's subsidiary line item.

#### Reduction of Amounts Due by FSS Family [24 CFR 984.305(a)(2)(iii)]

**At Completion Monies Owed**

If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the public housing or Section 8 lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to the PHA in the Section 8 FSS program) at the time of final disbursement of FSS escrow funds.

**Before Completion Underreported Income**

After Baseline (Family is already a participant in the FSS Program)

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If the FSS family has underreported income after the baseline annual income is set, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

At Baseline (When the Family joins the FSS program)

If the FSS family is found to have under-reported income in the reexamination used to set the baseline, the escrow for the entire period of the CoP will be recalculated using the correct income to set the baseline and then calculate subsequent escrow amounts.

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## 6-II.C. REPORTING ON THE FSS ACCOUNT

Each PHA must make a report, at least once annually, to each FSS family on the status of the family's FSS account.

At a minimum, the report must include [24 CFR 984.305(a)(3)]:

- The balance at the beginning of the reporting period
- The amount of the family's rent payment that was credited to the FSS account, during the reporting period
- Any deductions made from the account for amounts due the PHA before interest is distributed
- The amount of interest earned on the account during the year
- The total in the account at the end of the reporting period

OHA Policy

The OHA will provide FSS participants an annual statement on the status of their FSS escrow account.

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# Chapter 7

# PORTABILITY IN SECTION 8 FSS PROGRAMS

## INTRODUCTION

PHAs operating Section 8 FSS programs must be familiar with the rules and regulations regarding portability under the Section 8 program. As with the case of portability in the Section 8 program in general, the FSS family may move outside the initial PHA jurisdiction under portability procedures after the first 12 months of the FSS contract of participation [24 CFR 984.306].

In the event that an FSS family chooses to exercise portability, certain special requirements regarding the FSS program would apply. This chapter describes the obligations of the initial PHA, the receiving PHA, and the FSS family under portability, in addition to any special stipulations regarding portability in the FSS context.

This chapter contains two parts:

Part I: Portability in the FSS Program: This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

Part II: The Effects of Portability on FSS Regulations and Policy: This part describes the specific ways in which portability affects different aspects of the FSS program, including the escrow account, program termination, loss of the FSS account, and termination of Section 8 program assistance.

## PART I: PORTABILITY IN THE FSS PROGRAM

### 7-I.A. OVERVIEW

Portability is a statutory feature of the Section 8 program—it is included in the law. As such, PHAs operating an Section 8 FSS program need to understand the effects that portability will have on Section 8 FSS families and program operation. This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

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## 7-I.B. DEFINITIONS

For the purposes of portability with regards to the FSS program, the following definitions will be used [24 CFR 982.4, 24 CFR 984.306].

- *Initial PHA* means both:
    1. A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
    2. A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.
- *Receiving PHA* means a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA either absorbs the family into its program, including issuing a voucher and providing rental assistance to the family, or bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher.
- *Relocating FSS Family* refers to an FSS family that moves from the jurisdiction of a PHA at least 12 months after signing its contract of participation.

## 7-I.C. RESIDENCY REQUIREMENTS

Families participating in a Section 8 FSS program are required to lease an assisted unit within the jurisdiction of the PHA that selected the family for the FSS program for a minimum period of 12 months after the effective date of the contract of participation. However, the initial PHA may approve a family's request to move outside its jurisdiction under portability during this period if the move is in accordance with the regulations at 24 CFR 982.353 [24 CFR 984.306(a)(1)].

OHA Policy

The OHA will approve a family's request to move outside its jurisdiction under portability during the first 12 months after the effective date of the contract of participation if the move is in accordance with the regulations for such moves at 24 CFR 982.353.

After the first 12 months of the FSS contract of participation, the FSS family may move outside the initial PHA jurisdiction under portability procedures regardless of PHA approval [24 CFR 984.306(a)(2)].

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## 7-I.D. PORTABILITY REQUIREMENTS FOR FSS PARTICIPANTS

### Receiving PHA Administers an FSS Program [24 CFR 984.306(b)]

Whether the receiving PHA bills the initial PHA or absorbs the FSS family into its Section 8 program, the receiving PHA must enroll an FSS family in good standing in its FSS program. However, if the receiving PHA is already serving the number of FSS families identified in its FSS Action Plan and determines that it does not have the resources to manage the FSS contract or the receiving PHA, the initial PHA may agree to the FSS family's continued participation in the initial PHA's FSS program. Prior to the PHAs agreeing to the continued participation, the initial PHA must determine that the relocating FSS family has demonstrated that, notwithstanding the move, it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.

OHA Policy

The OHA, as the initial housing authority, will agree to the participant's continued participation in their FSS program so long as the relocating family has demonstrated, with the assistance of the FSS Coordinator, that it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.

Where continued FSS participation is not possible, the initial PHA **must** clearly discuss the options that may be available to the family. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement in accordance with 24 CFR 984.303(k)(1)(iii), or termination of the FSS contract and forfeiture of escrow.

OHA Policy

The OHA will clearly discuss the options that are available to the family where continued FSS participation is not possible. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

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**Receiving PHA Does Not Administer an FSS Program [24 CFR 984.306(c)]**

If the receiving PHA does not administer an FSS program and the receiving PHA is absorbing the voucherthe FSS family may not continue participation in the FSS program. The initial PHA must clearly discuss the options that may be available to the family. These may include, but are not limited to, modification of the FSS contract, locating a receiving PHA that administers an FSS program, termination of the FSS contract with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

OHA Policy

The OHA will, as stated above, clearly discuss the options that may be available to the family where continued FSS participation is not possible. Depending on the family's contract specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement in accordance with 24 CFR 984.303(k)(1)(iii), or termination of the FSS contract and forfeiture of escrow.

If the receiving PHA does not administer an FSS program and the RHA is administering the voucher, the FSS family may continue participation in the FSS program. The initial PHA must clearly discuss the options that may be available to the family. These may include, but are not limited to, modification of the FSS contract, locating a receiving PHA that administers an FSS program, termination of the FSS contract with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

PHA Policy

The PHA, as the initial housing authority, will agree to the participant's continued participation in their FSS program so long as the relocating family has demonstrated, with the assistance of the FSS Coordinator, that it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.

**Single Contract of Participation**

If the FSS family enrolls in the receiving PHA's FSS program, the receiving PHA will enter a new contract with the FSS family for the term remaining on the contract with the initial PHA. The initial PHA will end its contract with the family.

If the FSS family remains in the FSS program of the initial PHA, pursuant to this section, the contract executed by the initial PHA will remain as the contract in place.

**Termination of FSS contract and Forfeiture of Escrow Account [984.306(e)]**

If an FSS family relocates to another jurisdiction and is unable to fulfill its obligations under the contract, including any modifications, the PHA, which is a party to the contract, **must terminate the FSS family from the FSS program**. The family's FSS escrow account will be forfeited.

Termination of FSS program participation and forfeiture of FSS escrow must be used only as a last resort after the PHA determines, in consultation with the family, that the family would be unable to fulfill its obligations under the contract after the move, that locating another receiving housing authority with a FSS program is not possible, that the current contract cannot be

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modified to allow for completion prior to porting, and that the current contract cannot be terminated with FSS escrow disbursement. When termination is the only option, the PHA must clearly notify the family that the move will result in the loss of escrow funds. The PHA must follow its policy for clearly notifying the FSS family of the forfeiture.

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## 7-I.E. NEW FSS ENROLLMENT INTO RECEIVING PHA'S FSS PROGRAM

### Administering and Billing of the Voucher

If the receiving PHA has an FSS program and bills the initial PHA, the receiving PHA may, consistent with the receiving PHA's FSS enrollment policies, enroll a family that was not an FSS participant at the initial PHA into its FSS program, but only if the initial PHA manages an FSS program and agrees to such enrollment. If the receiving PHA bills the initial PHA, but the initial PHA does not manage an FSS program, the family may not enroll in the receiving PHA's FSS program.

OHA Policy

The OHA, as receiving PHA, will clearly discuss the options that are available to the family where continued FSS participation is not possible. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

### Absorption of the Voucher

If the receiving PHA absorbs the family into its Section 8 program, the receiving PHA may, consistent with the receiving PHA's FSS enrollment policies, enroll a family that was not an FSS participant at the initial PHA into its FSS program.

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## PART II: REPORTING

### 7-II.A. OVERVIEW

Each PHA that carries out an FSS program shall submit to HUD, in the form prescribed by HUD, a report regarding its FSS program.

### 7-II.B. CONTENTS OF THE FSS REPORT [24 CFR 984.401]

The report submitted to HUD must include a description of the activities carried out in the FSS program; a description of the effectiveness of the program in assisting families to achieve economic independence and self-sufficiency, including the number of families enrolled and graduated and the number of established escrow accounts and positive escrow balances; a description of the effectiveness of the program in coordinating resources of communities to assist families to achieve economic independence and self-sufficiency; and any recommendations by the PHA or the appropriate local Program Coordinating Committee for legislative or administrative action that would improve the FSS program and ensure the effectiveness of the program.

### 7-II.C. FAMILY SELF-SUFFICIENCY GRANT PROGRAM REVIEW PHA SELF-ASSESSMENT

HUD provides a detailed checklist for PHAs to conduct their own self-assessment of their FSS program. The form is administered by the local field office and allows each PHA to gather concrete and comprehensive data covering aspects of the program from FSS Action Plans and Composite Scores through FSS program size, participants, and graduations to reductions in FSS grants and current Memoranda of Agreement with community partners. The detailed example of the FSS Self-Assessment is available at HUD's FSS Resource page, which can be located by searching "HUD FSS" on any browser.

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HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION APPROVING THE FAMILY SELF-SUFFICIENCY ACTION PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO SUBMIT THE PLAN

WHEREAS, the Housing Authority of the City of Oxnard is required by the United States Department of Housing and Urban Development to develop and adopt a Family-Self Sufficiency Action Plan for review and approval in order to be eligible to operate the Family Self-Sufficiency Program; and

WHEREAS, the Housing Authority of the City of Oxnard has an existing implemented and adopted a Family Self Sufficiency Action Plan.

WHEREAS, on September 6, 2022, the Housing Authority of the City of Oxnard conducted a public hearing on the proposed revised Family Self-Sufficiency Action Plan.

WHEREAS, the Housing Authority of the City of Oxnard wishes to adopt its Family Self-Sufficiency Action Plan.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Board hereby approves the Family Self-Sufficiency Action Plan, as presented to the Board on September 6, 2022; and
2. The Board authorizes the Housing Director to execute and submit all reports and documents required to comply with United States Department of Housing and Urban Development's policies and procedures regarding the Family Self-Sufficiency Action Plan.

APROVED AND ADOPTED THIS _____ DAY OF_____ 2022 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

# FAMILY SELF-SUFFICIENCY ACTION PLAN

Emilio Ramirez, Director
Housing Department
City Council
September 6, 2022

CITY OF OXNARD CALIFORNIA

# Family Self-Sufficiency (FSS) Action Plan

The Family Self-Sufficiency program combines public and private resources to provide case management and an escrow account to participating families with the goal of making progress towards achieving economic stability. The program is available for families participating in both the Public Housing and Housing Choice Voucher program.

- The action plan establishes policies to ensure that the Family Self-Sufficiency program is operated in a manner that is consistent with federal regulations.
- The Department of Housing and Urban Development (HUD) published a final rule effective June 16, 2022, which requires significant revisions to the existing action plan. Compliance is required by November 14, 2022.
- On July 20 2022, a model action plan and corresponding training became available. In addition, HUD announced that all action plans must be approved before the November compliance date, therefore; they must be submitted by September 30, 2022. The Oxnard Housing Authority drafted and published the proposed revised plan on July 28, 2022.

# Proposed Changes

Proposed Amendments to the Family Self-Sufficiency Action Plan include:
(existing participants will have the option to be enrolled under the new regulations and benefit from these new changes)

1. Updating mandatory size of program
2. Updating the definition of eligible families
3. Designation of head of household
4. Amending the definition of supportive services
5. Term of the contract of participation
6. Management of escrow funds
7. Reporting requirements

The revised Oxnard Housing Authority FSS Action Plan was published for comment period beginning on July 28, 2022. It was also submitted to the Resident Advisory Board and a public meeting was held. No written comments were received.

# Recommendation

That the Board of Commissioners

1. Hold a public hearing to receive comments concerning the Oxnard Housing Authority Family Self-Sufficiency Action Plan; and
2. Adopt a resolution approving the Oxnard Housing Authority Family Self-Sufficiency Action Plan and authorizing the Housing Director to execute and submit all reports and documents required to comply with federal policies and procedures regarding the Family Self-Sufficiency Action Plan.

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. N.1**

**DATE:** September 6, 2022

**TO:** City Council

**FROM:** Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org

**SUBJECT:** Authorize Execution and Delivery of Schedule of Property to the Banc of America Master Equipment Lease/Purchase Agreement A-7667 for the Financing, and Leasing of Certain Equipment. (10/5/5)

## RECOMMENDATION

That the City Council:

1. Adopt a resolution, approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $1.4 million to reimburse the City for the purchase of eight Fire Battalion Chief vehicle chassis and provide financing for the upfitting cost of the eight chassis, authorizing the execution and delivery of other documents required in connection therewith, and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution; and

2. Approve the additional proceeds of $366,000 to 8 Command Vehicles Project 222202, for the total costs of $1,326,000 of acquisition and upfitting costs of the eight chassis.
(Finance and Governance Committee approved 3-0.)

Presentation will be live upon Consultant's request.

## BACKGROUND

City Council ratified the authorization of the Mayor to purchase eight fire battalion chief command vehicle chassis from National Auto Fleet at the City Council meeting on January 4, 2022. The total approved purchase order amount for the 8 chassis was $419,673.90. Once the chassis are delivered, the City will be sending them to another vendor, Stonewell Bodies, to upfit the eight chassis. The additional upfitting costs are expected to be $108,704.00 per vehicle. The upfit costs include the fabrication of the body of the truck, fabrication and installation of equipment storage shelving within the body of the truck, procurement and installation of fire fighting equipment mounts, fabrication and installation of the communications center console in the driver area, fabrication and installation of a command center workstation at the rear of the truck body with work lighting and electrical power, installation of radios, radio antennas and radio chargers, installation of the mobile data computers, installation of an EMTRAC emergency traffic preemption device, procurement and installation of emergency lighting and siren package.

The Stonewell body is unique from other command vehicle builds in that it can be removed and placed on another chassis should the vehicle need to be replaced due to damage or age. This feature of the Stonewell custom body serves well in providing a longer service life for the major component of the command vehicles, in addition to the reduction of future costs when the command vehicle requires refurbishment. City staff have found Stonewell Bodies to be the only vendor that constructs this particular specification.

Combined, the total expected cost of purchasing the eight chassis and upfitting them into usable vehicles is $1,289,306.

The 2022 Budget identified an expenditure of $960,000 for the purchase and upfitting of these eight vehicles. However, due to inflationary pressures, including a 400% increase in the cost of aluminum over the last 18 months, the actual amount is expected to exceed the budgeted amount by $329,306.

It is staff's intention to finance the chassis purchase and upfitting costs for these vehicles. Staff brought a reimbursement resolution before the Finance and Governance Committee on July 26th and is bringing the reimbursement resolution before Council at this meeting (Item No. N-1).

The City has a positive prior relationship with Banc of America, the provider for the Master Equipment Lease Agreement A-7667 originally executed on June 17, 2014. Banc of America Public Capital Corp has approved the attached Master Equipment Lease Purchase Agreement ("Master Lease") with the City, which operates similar to a line of credit. Each equipment purchase functions like a draw on the line of credit and is authorized through Equipment Schedules. The current draw for the eight fire battalion chief command vehicles is Equipment Schedule No. 26. Staff anticipates that funds will be drawn from Equipment Schedule No. 26 beginning in October 2022. Consistent with the City's other equipment leases, staff will submit reimbursement requests to draw down from the escrow for the Equipment Schedule No. 26 when the authorized equipment have been purchased, delivered, and paid for.

Banc of America has provided a locked, 10-year fixed interest rate of 3.14%. Locking the interest rate removes the risk that interest rates go up between now and the end of September when the financing is expected to close.

**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**

Equipment leases provide an option for the City to make critical equipment purchases under favorable financing conditions. In addition, this lease allows the City to finance equipment over the expected life of the equipment rather than fronting the cost.

Based on the locked, fixed 10-year interest rate of 3.14% for the financing, there will be $80,500 combined principal and interest payments every 6 months ($161,000 per fiscal year) through the final maturity of December 1, 2031.

Council has previously appropriate $960,000 of Equipment Lease proceeds in anticipation of the Equipment Schedule No. 26 issuance. The additional $366,000 will be recognized and appropriated with the budget appropriation attached, for a total of $1,326,000 for the total costs of acquisition and upfitting of the eight chassis.

**GOOD FAITH ESTIMATES**

The good faith estimates set forth herein are provided with respect to Equipment Schedule No. 26 in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by the Municipal Advisor as of August 18, 2022.

*Principal Amount.* The Municipal Advisor has informed the City that, based on the City's purchase agreements, financing plan, and current market conditions, its good faith estimate of the aggregate principal amount of Equipment Schedule No. 26 is $1,324,306, (the "Estimated Principal Amount").

*True Interest Cost of Equipment Schedule No. 26.* The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of Equipment Schedule No. 26 is 3.14%.

*Finance Charge of Equipment Schedule No. 26*. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for Equipment Schedule No. 26, which means the sum of all fees and charges paid to third parties (or costs associated with Equipment Schedule No. 26), is $35,000.

*Amount of Proceeds to be Received.* The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for Equipment Schedule No. 26 is $1,289,306.

*Total Payment Amount.* The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26 , and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on Equipment Schedule No. 26 is $1,526,035, which excludes any reserves or capitalized interest paid or funded with proceeds of Equipment Schedule No. 26 (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only as of August 18, 2022, and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of Equipment Schedule No. 26, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual closing date of Equipment Schedule No. 26 being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Equipment Schedule No. 26 being different from the Estimated Principal Amount, (c) the actual amortization of Equipment Schedule No. 26 being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of funding of Equipment Schedule No. 26 being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of closing of Equipment Schedule No. 26 and the actual principal amount of Equipment Schedule No. 26 will be determined by the City based on the timing of the need for proceeds of the Equipment Schedule No. 26 and other factors. The actual interest rates borne by Equipment Schedule No. 26 will depend on market interest rates at the time of closing thereof. The actual amortization of Equipment Schedule No. 26 will also depend, in part, on market interest rates at the time of closing thereof. Market interest rates are affected by economic, national, international and other factors beyond the control of the City, or the Municipal Advisor.

**COMMITTEE OUTCOME**

The Finance and Governance Committee approved 3-0 on July 26, 2022, to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: NHA Advisors*

**ATTACHMENTS**

1. Oxnard Resolution - Equipment Schedule No. 26 (MELPA)
2. Budget Appropriation - Fire BofA Equipment Lease 26
3. Oxnard A7667-Master Lease Agreement
4. Escrow Agreement - Schedule 26
5. Schedule of Property 26
6. Oxnard CC Equipment Lease Presentation

**CITY COUNCIL OF THE CITY OF OXNARD**
**RESOLUTION NO.**

**AUTHORIZING RESOLUTION (LEASE)**

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OXNARD, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF SCHEDULE(S) OF PROPERTY TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Oxnard (the *"Lessee"*), a City duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California is authorized by the laws of the State of California to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the *"Board"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed $1,400,000 and consisting of fire battalion chief vehicles, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided;

WHEREAS, the Board has previously approved a reimbursement resolution detailing the City's intention to pay certain capital expenditures in connection with the Equipment prior to the issuance of one or more series of tax-exempt obligations and the City reasonably expects that certain of the proceeds of indebtedness will be used to reimburse the City for the Equipment; and

WHEREAS, in order to reimburse the City for the cost of acquiring such Equipment, the Lessee proposes to enter into those certain Schedule(s) of Property (the "*Equipment Schedule(s)*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the Board at this meeting, which Equipment Schedule incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of April 8, 2014, by and between Lessor and Lessee (the *"Agreement")*; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Equipment Schedule and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

*Section 1. Findings and Determinations.* It is hereby found and determined that the terms of the Equipment Schedule(s) and the form of Rental Payment Schedule(s), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

*Section 2. Approval of Documents*. The form, terms and provisions of the Equipment Schedule(s) and Rental Payment Schedule(s) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by City Manager or Chief Financial Officer of the Lessee or other members of the governing body of the Lessee (the *"Authorized Officials"*) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Equipment Schedule(s) under which a separate Lease (as defined in the Agreement) is created, the Rental Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

*Section 3. Other Actions Authorized*. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

*Section 4. No General Liability*. Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

*Section 5. Appointment of Authorized Lessee Representatives*. The City Manager and Chief Financial Officer of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

*Section 6. Severability*. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 7. Repealer*. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

*Section 8. Effective Date*. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 6th day of September, 2022.

City of Oxnard, CA
as lessee

[SEAL]

By:_____
Printed Name: _____
Title: _____

ATTEST:

By:_____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the above Resolution No. _____ (the *"Resolution"*), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on September 6, 2022. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of _____, 20__.

_____
Name:_____
Title:_____

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Fire **Date:** September 6, 2022

**Project/Program Manager:** Alexander Hamilton **Phone:** 805-385-7700

**Reason for Appropriation:**

Recognize and appropriate lease proceeds from BoA Equipment Lease Draw#26, to fully fund acquisition of eight (8) command vehicles in total amount of $1.326M

| **Accounts and Descriptions** | | **AMOUNT** |
|---|---|---|
| **Fund: 313-2009 LEASE PURCHASE EQUIP** | | |
| **Revenues/Transfers In** | | |
| **NON-DEPARTMENTAL (1001)** | | |
| 313-1001-712.79-52 | PROCEEDS FROM BORROWING/LINE OF CREDIT FINANC | 366,000 |
| | Sub-total Revenues | 366,000 |
| **Expenditures/Transfers Out** | | |
| **COMMAND VEHICLES-8 (Project 222202)** | | |
| 313-2260-826.86-06 | CAPITAL OUTLAY / MACHINERY AND EQUIPT.-NEW | 366,000 |
| | Sub-total Expenditures | 366,000 |
| | **Net Change to Fund Balance** | **0** |
| | **Net Appropriation Change** | **366,000** |

**Approvals**

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

**REQUIRES CITY COUNCIL AUTHORIZATION**

Revised : 2/23/2012

# MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of April 8, 2014, and entered into between Banc of America Public Capital Corp., a Kansas corporation (*"Lessor"*), and City of Oxnard, California, a municipal corporation existing under the laws of the State of California (*"Lessee"*).

## WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and in the event of a conflict the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the Schedules hereto for the purposes set forth herein; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## ARTICLE I

*Section 1.01. Definitions.* The following terms will have the meanings indicated below unless the context clearly requires otherwise:

*"Acquisition Amount"* means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease.

*"Acquisition Fund"* means, with respect to any Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

*"Acquisition Fund Agreement"* means, with respect to any Lease, an Acquisition Fund and Account Control Agreement, substantially in the form of Exhibit A attached hereto, in form and substance acceptable to and executed by Lessee, Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered.

*"Acquisition Fund Custodian"* means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

*"Acquisition Period"* means, with respect to each Lease, that period stated in the Schedule to such Lease during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs.

A-7667

COUNCIL APPROVAL
DATE: 6/17/14 AGENDA # S-12

*"Agreement"* means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.05.

*"Code"* means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

*"Commencement Date"* means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

*"Contract Rate"* means the rate identified as such in the applicable Schedule.

*"Equipment"* means the property listed in each of the Leases and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

*"Equipment Costs"* means the total cost of the Equipment listed in each Lease, including soft costs such as freight, installation and taxes paid up front by Lessor and all capitalizable consulting and training fees approved by Lessor, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease; *provided* that (i) any such soft costs on a cumulative basis shall not exceed a percentage of the Maximum Equipment Cost approved by Lessor and (ii) in no event shall capitalizable delivery charges, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

*"Event of Default"* means an Event of Default described in Section 12.01.

*"Lease"* means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule. Each Schedule shall constitute a separate and independent Lease.

*"Lease Proceeds"* means, with respect to each Lease, the total amount of money to be paid by Lessor to the Acquisition Fund Custodian for deposit and application in accordance with such Lease and the Acquisition Fund Agreement.

*"Lease Term"* for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated.

*"Lessee"* means the entity referred to as Lessee in the first paragraph of this Agreement.

*"Lessor"* means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

*"Material Adverse Change"* means (a) prior to the Utilization Period Expiration, a downgrade in Lessee's external debt rating of two or more subgrades by either Moody's Investors Service, Inc, or Standard & Poor's Ratings Group or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee's credit rating to be below investment grade, and (b) thereafter, any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee and its subsidiaries taken as a whole, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease.

*"Maximum Equipment Cost"* means the cumulative amount specified in the latest Schedule executed under this Agreement.

*"Original Term"* means the period from the Commencement Date for each Lease until the end of the fiscal year of Lessee in effect at such Commencement Date.

*"Purchase Price"* means, with respect to the Equipment listed on a Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

*"Renewal Terms"* means the renewal terms of each Lease, each having a duration of one year and a term coextensive with Lessee's fiscal year, as specified in the Schedule applicable thereto.

*"Rental Payments"* means the basic rental payments payable by Lessee under each Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

*"Schedule"* means each separately numbered Schedule of Property substantially in the form of Exhibit B-1 hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit B-2 hereto.

*"State"* means the State of California.

*"Utilization Period Expiration"* means the date, with respect to each Lease not funded under an Acquisition Fund Agreement, by which Lessee must deliver an Acceptance Certificate for the Equipment under such Lease as indicated in Section 3.04(b).

*"Vendor"* means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier with whom Lessor arranged Lessee's acquisition and financing of the Equipment pursuant to the applicable Lease.

## ARTICLE II

*Section 2.01. Representations and Covenants of Lessee.* Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under each Lease.

(g) Lessee has kept, and throughout the Lease Term of any Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year when approved but not later than 30 days prior to its current fiscal year end. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the

Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's security interest in the Equipment and Lessor's rights and benefits under this Lease.

## ARTICLE III

*Section 3.01. Lease of Equipment.* Subject to the terms of this Master Lease, Lessor agrees to provide the funds specified in each Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of each Lease, Lessor demises, leases, transfers and lets to Lessee, and Lessee acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

*Section 3.02. Continuation of Lease Term.* Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law,

to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

*Section 3.03. Nonappropriation.* Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

*Section 3.04. Conditions to Lessor's Performance.*

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, executed by Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lease;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) A certified copy of a resolution, ordinance or other official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D respecting such Lease and otherwise satisfactory to Lessor;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) A copy of a fully completed and executed Form 8038-G;

(ix) If any Equipment units are motor vehicles, properly completed certificates of title for such vehicles; and

(x) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to any Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than the date listed as the Utilization Period Expiration in the applicable Schedule.

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor or, if authorized by Lessee's governing body, will reimburse Lessee for the prior payment of any such Acquisition Amounts by Lessee to the Vendor, upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

## ARTICLE IV

*Section 4.01. Rental Payments.* Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest payments as more fully detailed on each Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

*Section 4.02. Interest and Principal Components.* A portion of each Rental Payment is paid as, and represents payment of, interest, and the Balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

*Section 4.03. Rental Payments to Constitute a Current Expense of Lessee.* Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each

Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

*Section 4.04. Rental Payments to be Unconditional.* Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by Lessee, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

*Section 4.05. Tax Covenants.*

(a) Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) In the event that Lessee does not spend the moneys in the Acquisition Fund within six (6) months of the date the deposit is made pursuant to Section 3.04(c), Lessee will, if required by section 148(f) of the Code to pay rebate: (i) establish a Rebate Account and deposit the Rebate Amount (as defined in Section 1.148-3(b) of the Federal Income Tax Regulations) not less frequently than once per year after the applicable Commencement Date; and (ii) rebate to the United States, not less frequently than once every five (5) years after the applicable Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Rental Payments or the Purchase Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Lessee shall determine the Rebate Amount, if any, at least every year and upon payment of all Rental Payments or the Purchase Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Rental Payments or the Purchase Price.

*Section 4.06. Event of Taxability.* Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, *"Event of Taxability"* means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

*Section 4.07. Mandatory Prepayment.* If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date, pro rata to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule.

## ARTICLE V

*Section 5.01. Delivery, Installation and Acceptance of Equipment.*

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit E.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as Exhibits B-1 and B-2. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

*Section 5.02. Quiet Enjoyment of Equipment.* So long as Lessee is not in default under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

*Section 5.03. Location; Inspection.* Once installed, no item of the Equipment will be relocated from the base location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

*Section 5.04. Use and Maintenance of the Equipment.* Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-

certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

## ARTICLE VI

*Section 6.01. Title to the Equipment.* During each Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

*Section 6.02. Security Interest.* To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

*Section 6.03. Personal Property.* The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

## ARTICLE VII

*Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.* Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

*Section 7.02. Insurance.* Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance naming Lessor as additional insured that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State; *provided* that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clause (a). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

*Section 7.03. Risk of Loss.* Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee in connection with a Lease or any material misrepresentation provided by Lessee in connection with a Lease. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all

obligations under all Leases or the termination of the Lease Term under any Lease for any reason.

*Section 7.04. Advances.* In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

*Section 8.01. Damage, Destruction and Condemnation.* Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section, the replacement equipment (the *"Replacement Equipment"*) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessor shall receive a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

*Section 8.02. Insufficiency of Net Proceeds.* If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## ARTICLE IX

*Section 9.01. Disclaimer of Warranties.* Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

*Section 9.02. Vendor's Warranties.* Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

## ARTICLE X

*Section 10.01. Purchase Option.* Lessee shall have the option to purchase all of the Equipment listed in a Lease, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "*Purchase Option Commencement Date*"), on the Rental Payment dates specified in each Lease, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option (which shall be the earlier of the next Rental Payment date or 60 days after the casualty event) upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of $1.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's security interests in and to such Equipment will be terminated.

## ARTICLE XI

*Section 11.01. Assignment by Lessor.*

(a) Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its security interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided,* that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; *provided* such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither the Lease nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; *provided further,* that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During each Lease Term, Lessee shall keep, or cause to be

kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

(c) If Lessor notifies Lessee of its intent to assign the Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of Exhibit F attached to this Lease within five (5) business days after its receipt of such request.

*Section 11.02. Assignment and Subleasing by Lessee.* None of Lessee's right, title, and interest in, to and under any Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

## ARTICLE XII

*Section 12.01. Events of Default Defined.* Any of the following events shall constitute an *"Event of Default"* under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under any Lease within 10 days of the date when due as specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor under which there is outstanding, owing or committed an aggregate amount of at least 10% of Lessee's aggregate current long- and short-term indebtedness, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

*Section 12.02. Remedies on Default.* Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease.

*Section 12.03. No Remedy Exclusive.* No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any

such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

*Section 12.04. Application of Moneys.* Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

## ARTICLE XIII

*Section 13.01. Notices.* All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

*Section 13.02. Binding Effect.* Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

*Section 13.03. Severability.* In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

*Section 13.04. Amendments, Changes and Modifications.* This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

*Section 13.05. Execution in Counterparts.* This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*Section 13.06. Applicable Law.* This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

*Section 13.07. Captions.* The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: Bridgett Arnold
Name: Bridgett Arnold
Title: Authorized Agent

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett
Fax No.: _____

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: James Cameron
Name: _____
Title: _____

List of Exhibits

Exhibit A -- Acquisition Fund and Account Control Agreement
Exhibit B-1 -- Schedule of Property
Exhibit B-2 -- Rental Payment Schedule
Exhibit C -- Certificate
Exhibit D -- Opinion of Counsel Form
Exhibit E -- Acceptance Certificate
Exhibit F -- Notice and Acknowledgement of Assignment

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: _____

Name: _____

Title: _____

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett
Fax No.: _____

By: _____

Name: Carmen Ramirez,

Title: Mayor Pro Tem

(Seal)

Attest:

By: _____

Name: James Cameron

Title: Chief Financial Officer

List of Exhibits

Exhibit A -- Acquisition Fund and Account Control Agreement
Exhibit B-1 -- Schedule of Property
Exhibit B-2 -- Rental Payment Schedule
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# EXHIBIT A

## ACQUISITION FUND AND ACCOUNT CONTROL AGREEMENT

(Will be provided upon request)

## EXHIBIT B-1

## SCHEDULE OF PROPERTY NO. ___

Re: Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp., as Lessor, and City of Oxnard, California, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Master Equipment Lease"*).

2. *Equipment.* The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

| Quantity | Description | Serial No. | Model No. | Location |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

3. *Payment Schedule.*

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit _____. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit E to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this

Agreement and the Leases pursuant to [Resolution No. _____] [Ordinance No. _____], approved on _____, 20___; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (f) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

**[OPTION: IF ACQUISITION FUND AGREEMENT IS USED:**

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian in connection with this Schedule is $_____, of which $_____ is for deposit to the Expense Fund and the balance is for deposit to the Acquisition Fund. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule No. _____.

**OR IF VENDOR PAID DIRECTLY USE:**

6. *Acquisition Amount.* The Acquisition Amount for the Equipment described in this Schedule to be paid to the Vendor is $ _____.]

**[OPTION: IF ACQUISITION FUND AGREEMENT IS USED:**

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the ____ month following the date hereof.]

**[7][8].** *Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____.

**[8][9].** *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is _____.

**[OPTION: IF NO ACQUISITION FUND AGREEMENT IS USED:**

[9][10]. *Utilization Period Expiration.* The Utilization Period Expiration is _____.]

[10][11]. *Maximum Equipment Cost.* The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule and all previous Schedules is $_____.

[11][12]. *Contract Rate.* The Contract Rate for this Schedule is _____%.

**[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:**

[12][13]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) Registered Owner: City of Oxnard, California

(b) Lienholder: Banc of America Public Capital Corp.
555 California Street, 4th Floor
Mail Code CA5-705-04-01
San Francisco, California 94104

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

Dated: _____

LESSOR:
Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

By: _____
Name: _____
Title: _____

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett

**EXHIBIT ONLY-DO NOT EXECUTE**

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

## EXHIBIT B-2

## RENTAL PAYMENT SCHEDULE

| Rental Payment Date | Rental Payment Amount | Interest Portion | Principal Portion | Outstanding Balance | Purchase Price [excluding Prepayment Premium] |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Prepayment Premium for purposes of Section 10.01(a) is _____[insert formula]_____.

For purposes of this Lease, *"Taxable Rate,"* with respect to the interest component of Rental Payments, means an annual rate of interest equal to _____%.

LESSEE:
City of Oxnard, California

**EXHIBIT ONLY-DO NOT EXECUTE**

By: _____

Name: _____

Title: _____

## EXHIBIT C

## CERTIFICATE

The undersigned, a duly elected and acting _____ [Secretary] [City Clerk] of City of Oxnard, California (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of April 8, 2014 and the Schedule(s) thereunder and all future Schedule(s) (the *"Agreements"*) by and between Lessee and Banc of America Public Capital Corp., and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

| Name of Official | Title | Signature |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

**EXHIBIT ONLY-DO NOT EXECUTE**

Dated: _____

By: _____

Name: _____

Title: _____

**(The signer certifying this Certificate cannot be listed above as authorized to execute the Agreements.)**

## EXHIBIT D

### OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp., as Lessor, and City of Oxnard, California, as Lessee

Ladies and Gentlemen:

As legal counsel to City of Oxnard, California (*"Lessee"*), I have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, and Exhibits thereto by and between Banc of America Public Capital Corp. (*"Lessor"*) and Lessee (the *"Agreement"*) and an executed counterpart of Schedule of Property No. _____, dated _____, by and between Lessor and Lessee (the *"Schedule"*), which, among other things, provides for the lease of certain property listed in the Schedule (the *"Equipment"*) and a certain Acquisition Fund and Account Control Agreement among Lessor, Lessee, and _____ as Acquisition Fund Custodian, dated _____, (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease", and the Lease and the Acquisition Fund and Account Control Agreement are referred to collectively as the "Transaction Documents."

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and [has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power][is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code].

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Lease.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

[6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of _____ personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.]

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Printed Name: _____ Signature: _____

Firm: _____ Dated: _____

Address: _____

Telephone No.: _____

## EXHIBIT E

## ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp., as Lessor, and City of Oxnard, California, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the *"Schedule"*) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

LESSEE:
City of Oxnard, California

**EXHIBIT ONLY-DO NOT EXECUTE**

By: _____

Name: _____

Title: _____

(Seal)

## EXHIBIT F

## NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

**DATED** _____

BANC OF AMERICA PUBLIC CAPITAL CORP. (*"Assignor"*) hereby gives notice that it has assigned and sold to [_____] (*"Assignee"*) all of Assignor's right, title and interest in, to and under [Schedule of Property] No. [_____], dated [_____] (the *"Lease"*) to the Master Equipment Lease/Purchase Agreement (*"Equipment Lease"*) dated as of [_____], between Assignor and _____ (*"Lessee"*).

For purposes of this Notice and Acknowledgment of Assignment (the *"Acknowledgment"*), "Lease" means collectively the Lease identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "Lease" specifically excludes all other [Schedules of Property] entered into under the Equipment Lease and rental payments other than with respect to the [Schedule of Property] identified above. Each capitalized term used but not defined herein has the meaning set forth in the Equipment Lease described above.

1. Pursuant to the authority of Resolution _____ adopted on _____, Lessee hereby acknowledges the effect of the assignment of the Lease and absolutely and unconditionally agrees to deliver to Assignee all rental payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Lease, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section [_____] of the Lease, the obligations of Lessee to make rental payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

| | | |
|---|---|---|
| Number of Rental Payments Remaining | – | _____ |
| Amount of Each Rental Payment | – | $_____ |
| Total Amount of Rents Remaining | – | $_____ |
| Frequency of Rental Payments | – | _____ |

Next Rental Payment Due – _____

Funds Remaining in Escrow Fund – $_____

4. The Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Lessee related to the Lease and any requests for escrow disbursements, if applicable, and all rental payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____

_____

_____

**ACKNOWLEDGED AND AGREED:**

LESSEE: _____
[FOR EXHIBIT PURPOSES ONLY]

By: _____

Name: _____

Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP.
[FOR EXHIBIT PURPOSES ONLY]

By: _____

Name: _____

Title: _____

## EXHIBIT I

### Escrow Agreement

This Escrow Agreement (this "Agreement") dated as of _____ by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), the City of Oxnard, California, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "Lessee") and Computershare Trust Company, N.A., a national banking association organized under the laws of the United States (hereinafter referred to as "Escrow Agent").

Reference is made to that certain Master Equipment Lease/Purchase Agreement dated as of April 8, 2014 between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount $_____ be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment. The Parties acknowledge that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under the Lease, that all references in this Agreement to the Lease are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "Oxnard Equipment Escrow Account Schedule 26" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed, and returned in accordance with the terms hereof. Following execution hereof, the Acquisition Amount of $ in immediately available funds shall be wired by the Lessor to the Escrow Agent in order to be deposited and held in the Escrow Account.

(b) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Account and any investment income thereon as set forth in Exhibit B hereto or as set forth in any subsequent written instruction signed by Lessee. All funds invested by Escrow Agent at the direction of Lessee shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any additional cash is received by the Escrow Agent for the Escrow Account after the cut-off time for the designated investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee designating an investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed

investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest earned on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of California State law. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Agreement. Lessee acknowledges that the Escrow Agent is not providing investment supervision, recommendations, or advice. Lessee agrees that confirmations of permitted investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered. No investment statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) Lessor and Lessee each respectively represent and warrant that each person signing this Agreement are duly authorized and has legal capacity to execute and deliver this Escrow Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by the Parties to this Agreement. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or

correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, to the extent permitted by law, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement. The Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstance will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Agreement. This Agreement sets forth all matters pertinent to the Escrow Account contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Agreement or the Lease. The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as duties. No provision of this Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Agreement.

(l) The Escrow Agent shall not be liable, directly or indirectly, for any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have resulted from the Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect, punitive, or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

(m) Lessor and Lessee are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Lessor or Lessee, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Account escheat by operation of law.

(n) The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by Lessee on the date hereof. The fee agreed upon for the services rendered hereunder is intended as

full compensation for the Escrow Agent's services as contemplated by this Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Agreement, or there is any assignment of interest in the subject matter of this Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) calendar days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law.

(0) In the event that any Acquisition Amount shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Acquisition Amount, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. The Escrow Agent shall further have no obligation to pursue any action that is not in accordance with applicable law.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee, Lessor and Escrow Agent that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment and to pay a portion of the City's costs of issuance.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements

shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and

2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied. Absent gross negligence or willful misconduct on the part of the Escrow Agent, the Escrow Agent shall not be liable for any action taken or not taken by it in accordance with an executed Disbursement Request.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of California ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been notified or has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right,

by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease, provided however, the Escrow Agent will not be responsible to determine or to make inquiry into any term, capitalized, or otherwise, not defined herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an

express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: City of Oxnard, California
300 W. Third Street, Third Floor
Oxnard, CA 93030
Attn: Betsy George, CFO
Email: betsy.george@oxnard.org

If to Escrow Agent Computershare Trust Company, N.A.
CTSO Mail Operations
Attn: Christine Magnuson, Corporate Trust Services
MAC: N9300-070
600 South 4th Street, 7th Floor
Minneapolis, MN 55415
Telephone: (612) 667-6759
E-mail: christine.magnuson@computershare.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable

law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto consent to jurisdiction in the State of California and venue in any state or Federal court located in the County of Ventura. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY LITIGATION, ACTION, PROCEEDING IN ANY COURT ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. The Parties and Escrow Agent represent and warrant that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

15. The failure of any party to this Agreement to any time or times to require performance of any provision under this Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Agreement.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: _____

Name: _____

Title: _____

City of Oxnard, California
as Lessee

By: _____

Name: _____

Title: _____

Computershare Trust Company, N.A.,
as Escrow Agent

By: _____

Name: _____

Title: _____

## SCHEDULE 1
## to the Escrow Agreement

## FORM OF DISBURSEMENT REQUEST

Re: Master Equipment Lease/Purchase Agreement dated as of April 8, 2014 by and between Banc of America Public Capital Corp, as Lessor, and City of Oxnard, California, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of _____ (the "Escrow Agreement") by and among Banc of America Public Capital Corp ("Lessor"), the City of Oxnard, California ("Lessee") and _____, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Disbursement Amounts:

| Payee's Name and Address | Invoice Number | Dollar Amount | Purpose |
|---|---|---|---|
| | <invoice list OR "see attached" with a spreadsheet> | | |
| | <invoice list OR "see attached" with a spreadsheet> | | |

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the "Payee Information") is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: _____

CITY OF OXNARD, CALIFORNIA

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

# EXHIBIT A-1

## FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting _____ **[**Secretary**]** **[**City Clerk**]** **[**County Clerk**]** of _____ (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of _____ by and between Lessee and Banc of America Leasing & Capital, LLC ("*Lessor*"), the Escrow and Account Control Agreement dated as of _____ by and among Lessor, Lessee and Computershare Trust Company, N.A., as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

| Name of Official | Title | Signature |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

# EXHIBIT A-2

**Escrow and Account Control Agreement dated as of _____ by and among Banc of America Leasing & Capital, LLC, as Lessor, _____, as Lessee and Computershare Trust Company, N.A., as Escrow Agent**

**Certificate of Authorized Representatives – [Lessor]**

**Name:** Terri Preston

**Title:** Senior Vice President

**Phone:** 443-541-3642

**Facsimile**: 443-541-3057

**E-mail**: Terri.Preston@baml.com

**Signature**: _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

**Name**: Nancy Nusenko

**Title**: Vice President

**Phone**: 443-541-3646

**Facsimile**: 443-541-3057

**E-mail**: Nancy.a.nusenko@baml.com

**Signature**: _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

**Name:** Nancy K. Hepner

**Title:** Senior Operations Consultant

**Phone:** 443-541-3645

**Facsimile**: 804-553-2407

**E-mail**: Nancy.k.hepner@baml.com

**Signature**: _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

**Name**: Arlene Sobieck

**Title**: Assistant Vice President

**Phone**: 443-541-3643

**Facsimile**: 443-541-3057

**E-mail**: Arlene.sobieck@baml.com

**Signature**: _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Leasing & Capital, LLC

By: _____
Name:
Title:
Date: _____

EXHIBIT B

Investment Direction to be attached.

## SCHEDULE OF PROPERTY NO. 26

Re: Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp, as Lessor, and City of Oxnard, California, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Master Equipment Lease"*). For purposes of this Schedule the following defined terms in the Master Equipment Lease shall be defined as the following:

*a.* The Acquisition Fund shall be deemed the Oxnard Escrow Account created under the Acquisition Fund Agreement.

b. The Acquisition Fund Agreement shall be deemed that certain Escrow Agreement, dated as of September 20, 2022, by and among Lessor, Lessee and the Acquisition Fund Custodian.

c. The Acquisition Fund Custodian shall be deemed Computershare Trust Company, N.A., a national banking association, as Escrow Agent under Escrow Agreement, dated as of September 20, 2022, by and among Lessor, Lessee and Computershare Trust Company, N.A.

2. *Equipment*. The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Eight (8) Battalion Chassis as further described in each Disbursement Request under the Escrow Agreement, together with all attachments, additions, accessions, parts, repairs, improvements, replacements, and substitutions thereto as provided in the Agreement

3. *Payment Schedule*.

(a) *Rental Payments*. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit E to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) *Purchase Price Schedule*. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on

this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this Agreement and the Leases pursuant to Agenda Item No. _____, approved on _____, 2022; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (f) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian in connection with this Schedule is $1,326,000.00, of which $1,326,000.00 is for deposit to the Acquisition Fund. It is expected that by eighteen (18) months from the date of this Schedule of Property No. 26, Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or eighteen (18) months from the date of this Schedule of Property No. 26.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 18th month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and (10) Ten consecutive Renewal Terms, with the final Renewal Term ending on December 1, 2031.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is December 1, 2027.

10. *Maximum Equipment Cost*. The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule and all previous Schedules is $24,881,000.00.

11. *Contract Rate.* The Contract Rate for this Schedule is 3.1399%.

12. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) Registered Owner: City of Oxnard, California

(b) Lienholder: Banc of America Public Capital Corp
Bank of America Plaza
600 Peachtree Street, NE, 11th Floor
Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

[*Remainder of page intentionally left blank; signature page follows*]

Dated: September 20, 2022

LESSOR:
Banc of America Public Capital Corp
555 California Street, 6th Floor
San Francisco, California 94104
Attention: Contract Administration

By: _____
Name: _____
Title: _____

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rovee Oera

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

## EXHIBIT B

## RENTAL PAYMENT SCHEDULE

| RENTAL PAYMENT DATE | RENTAL PAYMENT AMOUNT | INTEREST PORTION | PRINCIPAL PORTION | OUTSTANDING BALANCE | PURCHASE PRICE |
|---|---|---|---|---|---|
| 9/20/2022 | $0.00 | $0.00 | $0.00 | $1,326,000.00 | **N/A** |
| 12/1/2022 | $80,497.62 | $8,211.62 | $72,286.00 | $1,253,714.00 | **N/A** |
| 6/1/2023 | $80,497.31 | $19,683.31 | $60,814.00 | $1,192,900.00 | **N/A** |
| 12/1/2023 | $80,497.53 | $18,728.53 | $61,769.00 | $1,131,131.00 | **N/A** |
| 6/1/2024 | $80,496.76 | $17,758.76 | $62,738.00 | $1,068,393.00 | **N/A** |
| 12/1/2024 | $80,496.77 | $16,773.77 | $63,723.00 | $1,004,670.00 | **N/A** |
| 6/1/2025 | $80,497.32 | $15,773.32 | $64,724.00 | $939,946.00 | **N/A** |
| 12/1/2025 | $80,497.15 | $14,757.15 | $65,740.00 | $874,206.00 | **N/A** |
| 6/1/2026 | $80,497.03 | $13,725.03 | $66,772.00 | $807,434.00 | **N/A** |
| 12/1/2026 | $80,496.71 | $12,676.71 | $67,820.00 | $739,614.00 | **N/A** |
| 6/1/2027 | $80,496.94 | $11,611.94 | $68,885.00 | $670,729.00 | **N/A** |
| 12/1/2027 | $80,497.45 | $10,530.45 | $69,967.00 | $600,762.00 | $600,762.00 |
| 6/1/2028 | $80,496.96 | $9,431.96 | $71,065.00 | $529,697.00 | $529,697.00 |
| 12/1/2028 | $80,497.24 | $8,316.24 | $72,181.00 | $457,516.00 | $457,516.00 |

| | | | | | |
|---|---|---|---|---|---|
| 6/1/2029 | $80,497.00 | $7,183.00 | $73,314.00 | $384,202.00 | $384,202.00 |
| 12/1/2029 | $80,496.97 | $6,031.97 | $74,465.00 | $309,737.00 | $309,737.00 |
| 6/1/2030 | $80,496.87 | $4,862.87 | $75,634.00 | $234,103.00 | $234,103.00 |
| 12/1/2030 | $80,497.42 | $3,675.42 | $76,822.00 | $157,281.00 | $157,281.00 |
| 6/1/2031 | $80,497.31 | $2,469.31 | $78,028.00 | $79,253.00 | $79,253.00 |
| 12/1/2031 | $80,497.27 | $1,244.27 | $79,253.00 | $0.00 | $0.00 |
| **TOTAL** | **$1,529,445.63** | **$203,445.63** | **$1,326,000.00** | | |

Prepayment Premium for purposes of Section 10.01(a) is 0.00%.

For purposes of this Lease, *"Taxable Rate,"* with respect to the interest component of Rental Payments, means an annual rate of interest equal to 4.0077%.

LESSEE:
City of Oxnard, California

By: _____

Name: _____

Title: _____

# City of Oxnard

## Equipment Lease Schedule No. 26
## (Fire Battalion Chief Vehicles)

PRESENTATION TO CITY COUNCIL

SEPTEMBER 6, 2022

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

CITY OF OXNARD CALIFORNIA

# Recommendation

That the City Council:

1) Adopt a resolution, approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $1.4 million to reimburse the City for the purchase of eight Fire Battalion Chief vehicle chassis and provide financing for the upfitting cost of the eight chassis, authorizing the execution and delivery of other documents required in connection therewith, and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution.

2) Approve the additional proceeds of $366,000 to 8 Command Vehicles Project 222202, for the total costs of $1,326,000 of acquisition and upfitting costs for the eight chassis.

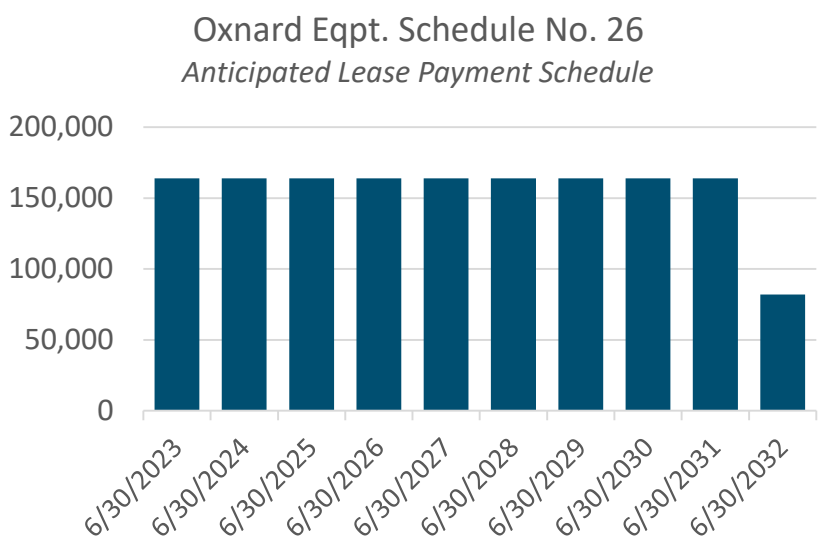
# Background and Vehicle Needs

- Oxnard Fire Department needs 8 new fire battalion chief vehicles
  - Purchase of the 8 chassis from National Auto Fleet was approved at the January 4, 2022
  - Once the chassis are delivered, the City will send them over to another vendor (Stonewell Bodies) to upfit them into usable vehicles
  - City staff plan to bring the upfitting costs before Council at the September 6th meeting
- Total cost to purchase chassis and upfit them is expected to be $1,289,306
- Cost of vehicles is higher than originally anticipated primarily due to inflationary pressures
  - 400% increase in aluminum cost over the last 18 months

NHA | ADVISORS
Financial & Policy Strategies. Delivered.

# Financing Overview

- City plans to utilize the existing line of credit with Bank of America (BofA) to reimburse City for the purchase price of the chassis and finance the upfitting costs
  - Current agreement has been in place since 2014 and has been used several times to finance equipment
  - Current draw is Schedule No. 26; will have a 10-year term (final payment 12/1/2031)
  - Amount borrowed expected to be $1.33 million
- Locked, fixed 10-year interest rate of 3.14%
  - Subject to change until the rate is locked or the loan funds and closes
  - Semi-Annual debt service payments of $80,500
  - Annual payments of $161,000

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Financial & Policy Strategies. Delivered.

# Summary of Legal Documents

## Authorizing Resolution

- Authorize legal documents and authorize City staff to execute documents
- Identifies not-to-exceed amounts related to the Equipment Schedule No. 26

## Master Equipment Lease/Purchase Agreement

- Approved and executed back in 2014
- Provides for the ongoing line of credit relationship with Bank of America
- Governs all outstanding equipment schedules

## Equipment Schedule No. 26

- Identifies terms related to specific equipment financing (fire battalion chief vehicles)
- Includes the amortization/repayment schedule

## Escrow and Account Control Agreement

- Agreement between the City and Escrow Agent (Computershare) governing the process by which funds are withdrawn from the escrow to pay for the vehicles

# Anticipated Timing

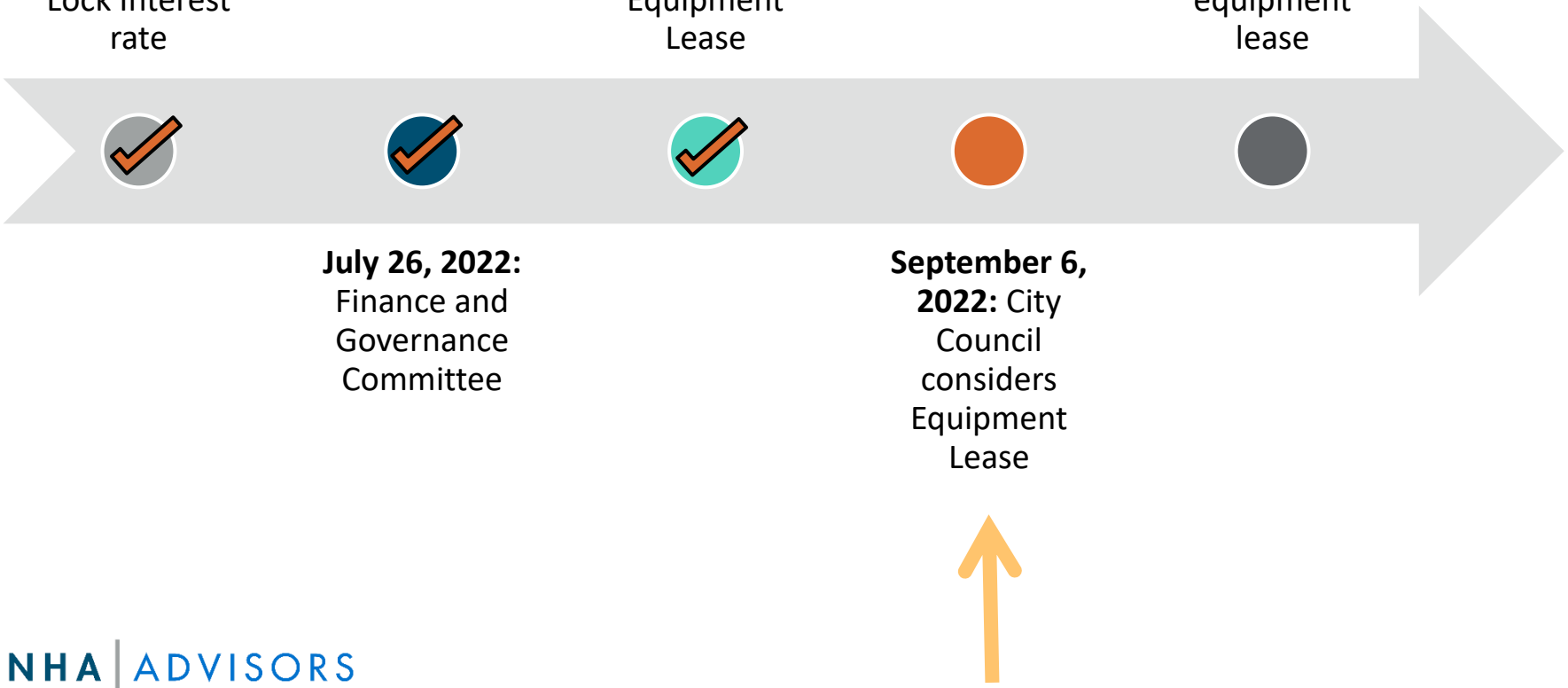
**Mid July**:
Lock Interest rate

**July 26, 2022:** Finance and Governance Committee

**August:** Finalize structure of the Equipment Lease

**September 6, 2022:** City Council considers Equipment Lease

**Late September:**
Closing and funding of equipment lease



NHA | ADVISORS
Financial & Policy Strategies. Delivered.

# Recommendation

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2) Approve the additional proceeds of $366,000 to 8 Command Vehicles Project 222202, for the total costs of $1,326,000 of acquisition and upfitting costs for the eight chassis.

# Questions?

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. N.2**

**DATE:** September 6, 2022

**TO:** City Council

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

**SUBJECT:** Grant Resolution for Caltrans Highway Safety Improvement Program, U.S. Department of Transportation Reconnecting Communities Planning Grant Projects, and Ventura County Transportation Commission Call for Projects. (0/5/5)

## RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager to submit grant applications and execute grant agreements, if awarded, for the Highway Safety Improvement Program for an amount not to exceed $20,000,000 for two grants, Reconnecting Communities Pilot Program for an amount not to exceed $2,000,000, and Ventura County Transportation Commission Call for Projects for an amount not to exceed $5,000,000, and authorizing the Finance Director to submit financial reports and claims for the use of the grant funds, and authorizing the Public Works Director or designee to submit non-financial reports.

(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/CfyJYXF0sB4

## BACKGROUND

In 2021, the Infrastructure Investment and Jobs Act (also known as the bipartisan infrastructure law) was signed into law, allocating funding to establish new discretionary grant programs and to provide additional funding to existing grant programs related to transportation infrastructure. The funding is now starting to be released through various grant solicitations. City staff have been tracking the implementation of the law, and recommends that the City applies to three programs that currently have applications due in September and October of 2022.

City staff recommend prioritizing projects that match the most competitive projects to the specific grant opportunities described below. The project concepts originate from the City's forthcoming Local Road Safety Plan (LRSP) and forthcoming Sustainable Transportation Plan (STP) that are in draft form and expect to be adopted in December 2022 and February 2023 respectively.

## DISCUSSION

To maximize staffing availability and ensure realistic delivery of projects based upon staffing levels and existing project workload, the following grant applications are recommended:

### Highway Safety Improvement Program

The Caltrans Highway Safety Improvement Program (HSIP) funds local highway safety projects that achieve a significant reduction in traffic fatalities and serious injuries. The maximum grant award for a single HSIP project is $10

million. The local match will vary depending upon the project's safety countermeasure, typically there is a 10% local match. HSIP applications are due September 12, 2022.

Staff recommend submitting two applications. The final scope may vary depending upon which countermeasures produce the highest Benefit Cost Ratio, which is a requirement of the application.

1. **Ventura Road Corridor Enhancements (Teal Club Road to Wooley Road).** The proposed project will design and construct new signal heads, signal timing, video detection, retroreflective backplates, advance stop bars, high visibility crosswalks, bike/pedestrian warning signage for turning vehicles, and green bike conflict striping.

2. **Bard Road Corridor Enhancements (Saviers Road to Pleasant Valley Road).** The proposed project will design and construct green bike conflict striping, larger stop signs with flashing LED lights, intersection lighting, high visibility crosswalks, advance stop bars at intersections, video detection, curb extensions, and leading pedestrian interval timing.

**Reconnecting Communities Planning Grant**

The U.S. Department of Transportation Reconnecting Communities Pilot (RCP) program funds planning and construction projects that reconnect communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development. The maximum grant award for a planning grant is $2 million, and requires a 20% local match. RCP Applications are due October 13, 2022.

Staff recommend applying for one Planning Grant:

1. **Oxnard Boulevard (old State Route 1)/Channel Islands Interchange.** The proposed project will complete a feasibility study plan of retrofitting the old State Route 1 (Oxnard Boulevard) interchange to replace the circuitous and non-pedestrian/bike friendly 2-lane Channel Islands bridge.

**Ventura County Transportation Commission Call for Projects**

The Ventura County Transportation Commission (VCTC) Call for Projects (CFP) will fund projects that mitigate congestion and reduce vehicle emissions using the federal Congestion Mitigation and Air Quality (CMAQ) program, and/or foster an increase in transit ridership, bicycling, or walking using the regional Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian program. These programs are a combination of federal and regional funding, which will be administered by Caltrans and VCTC. There is no maximum grant award and no local match requirement. CFP Applications are due September 23, 2022.

Staff recommends submitting one application:

1. **Accessible Pedestrian Enhancements.** The proposed project will design and construct Accessible Pedestrian Signals (APS) push buttons, ADA ramp upgrades, and high intensity crosswalks markings at signalized intersections citywide (specific locations are TBD).

## 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

There is no direct financial impact for this recommendation action. Upon notification of successful award(s), City staff will return to Council to recognize and appropriate grant awards and identify required local fund amounts and sources. Successful grant projects are not expected to begin incurring charges until FY 2023-24.

The table below provides the maximum grant amounts. Total project costs may not reach the maximum amounts.

| Grant/Project | Total Max Project Cost | Max City Local Match | Max Grant Amount |
|---|---|---|---|
| HSIP/Ventura Road Corridor Enhancements | $11,111,111 | $1,111,111 (10% of total project costs) | $10,000,000 |
| HSIP/Bard Road Corridor Enhancements | $11,111,111 | $1,111,111 (10% of total project costs) | $10,000,000 |
| RCP/Oxnard Boulevard (old State Route 1)/Channel Islands Interchange | $2,500,000 | $500,000 (20% of total project costs) | $2,000,000 |
| VCTC/Accessible Pedestrian Enhancements | $5,000,000 | No match required | $5,000,000 |

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Eric Humel, Grants Specialist, Debbie O'Leary, Transportation Planner, Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. Resolution
2. Presentation

CITY COUNCIL OF THE CITY OF
OXNARD RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUBMITTAL OF FOUR GRANT APPLICATIONS FOR TRANSPORTATION RELATED GRANT FUNDS

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of two grant applications to the California Department of Transportation for an amount not to exceed $10,000,000 for each application in Highway Safety Improvement Program funds to be used for the Ventura Road Corridor Enhancements Project and the Bard Road Corridor Enhancements, one grant application to the Department of Transportation for an amount not to exceed $2,000,000 in Reconnecting Communities Pilot Program funds to be used for the Oxnard Boulevard (former State Route 1) and Channel Islands Intersection project, and one grant application to the Ventura County Transportation Commission for an amount not to exceed $5,000,000 in Congestion Mitigation and Air Quality (CMAQ) funds and/or Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian funds to be used for Accessible Pedestrian Enhancements.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of grant applications by the City Manager to the California Department of Transportation for the purpose of obtaining grant funding for Ventura Road Corridor Enhancements and Bard Road Corridor Enhancements, to the U.S. Department of Transportation for the purpose of obtaining grant funding for the Oxnard Boulevard (former State Route 1) and Channel Islands Intersection project, and to the Ventura County Transportation Commission for the purpose of obtaining grant funding for Accessible Pedestrian Enhancements. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 6th Day of September, 2022, 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

# Grant Resolution for Caltrans Highway Safety Improvement Program, U.S. Department of Transportation Reconnecting Communities Planning Grant Projects, and Ventura County Transportation Commission Call for Projects

City Council
September 6, 2022

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager to submit grant applications and execute grant agreements, if awarded, for the Highway Safety Improvement Program for an amount not to exceed $20,000,000 for two grants, Reconnecting Communities Pilot Program in an amount not to exceed $2,000,000, and Ventura County Transportation Commission Call for Projects for an amount not to exceed $5,000,000, and authorizing the Finance Director to submit financial reports and claims for the use of the grant funds, and authorizing the Public Works Director or designee to submit non-financial reports.

# BACKGROUND



- Discretionary grant programs funded by the Infrastructure, Investment and Jobs Act have begun to be opened

- City staff recommend that the City applies to three programs that currently have applications due in September and October of 2022

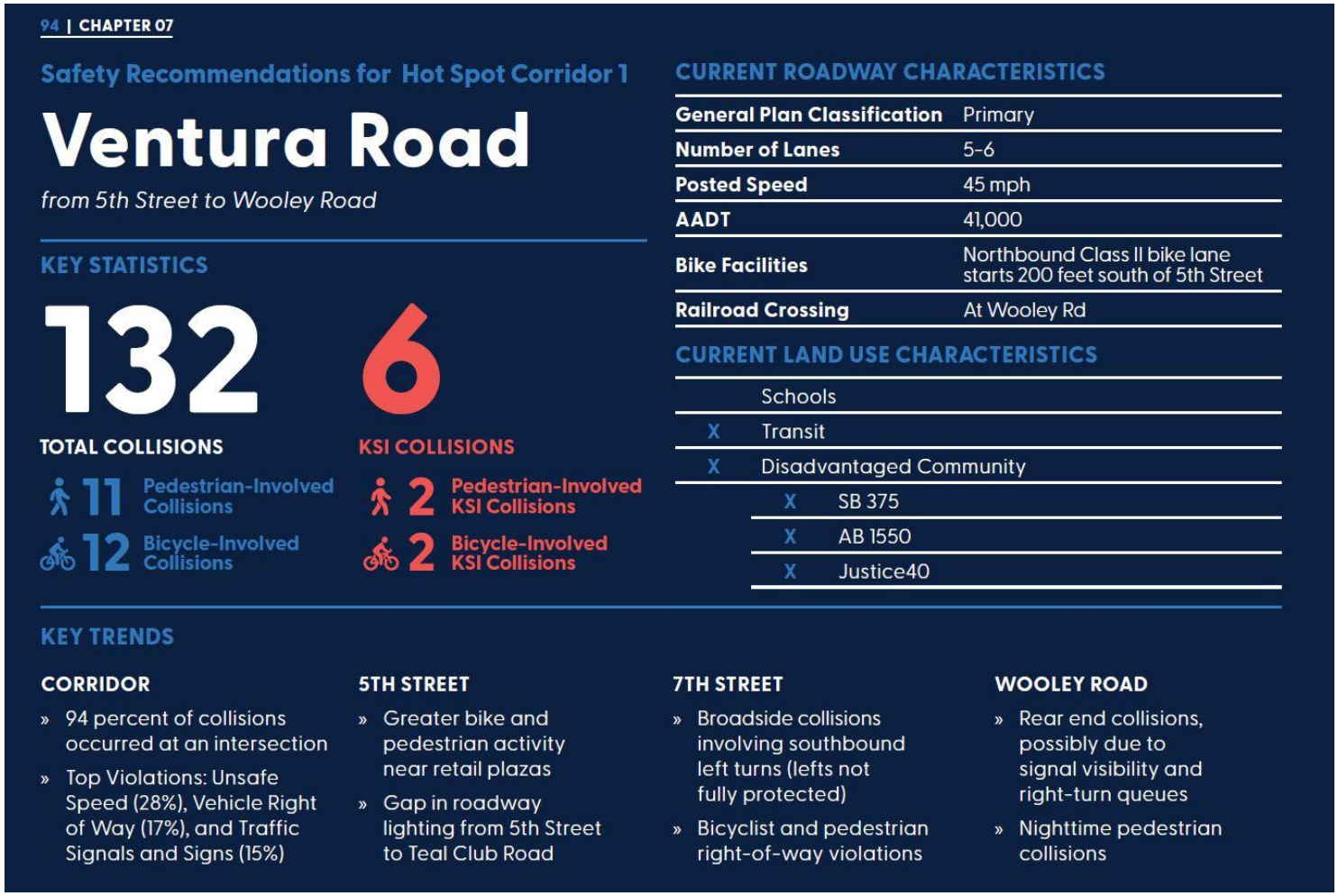
- The project concepts originate from the City's forthcoming Local Road Safety Plan (LRSP) and forthcoming Sustainable Transportation Plan (STP)

# DISCUSSION

To maximize staffing availability and ensure realistic delivery of projects based upon staffing levels and existing project workload, the following grant applications are recommended:

1. Highway Safety Improvement Program (HSIP) (2 applications)
2. Reconnecting Communities Planning Grant (RCP)
3. Ventura County Transportation Commission Call for Projects (VCTC CFP)

# Highway Safety Improvement Program - Ventura Road Corridor Enhancements (Teal Club Road to Wooley Road)



94 | CHAPTER 07

Safety Recommendations for Hot Spot Corridor 1

## Ventura Road

*from 5th Street to Wooley Road*

### KEY STATISTICS

**132** TOTAL COLLISIONS

- 11 Pedestrian-Involved Collisions
- 12 Bicycle-Involved Collisions

**6** KSI COLLISIONS

- 2 Pedestrian-Involved KSI Collisions
- 2 Bicycle-Involved KSI Collisions

### CURRENT ROADWAY CHARACTERISTICS

| | |
|---|---|
| General Plan Classification | Primary |
| Number of Lanes | 5-6 |
| Posted Speed | 45 mph |
| AADT | 41,000 |
| Bike Facilities | Northbound Class II bike lane starts 200 feet south of 5th Street |
| Railroad Crossing | At Wooley Rd |

### CURRENT LAND USE CHARACTERISTICS

| | |
|---|---|
| | Schools |
| X | Transit |
| X | Disadvantaged Community |
| X | SB 375 |
| X | AB 1550 |
| X | Justice40 |

### KEY TRENDS

**CORRIDOR**

- 94 percent of collisions occurred at an intersection
- Top Violations: Unsafe Speed (28%), Vehicle Right of Way (17%), and Traffic Signals and Signs (15%)

**5TH STREET**

- Greater bike and pedestrian activity near retail plazas
- Gap in roadway lighting from 5th Street to Teal Club Road

**7TH STREET**

- Broadside collisions involving southbound left turns (lefts not fully protected)
- Bicyclist and pedestrian right-of-way violations

**WOOLEY ROAD**

- Rear end collisions, possibly due to signal visibility and right-turn queues
- Nighttime pedestrian collisions

# Highway Safety Improvement Program - Ventura Road Corridor Enhancements (Teal Club Road to Wooley Road)



Safety Recommendations for Hot Spot Corridor 1

## Ventura Road

*from 5th Street to Wooley Road*

### RECOMMENDED COUNTERMEASURES

#### FULL-CORRIDOR

AND

Consider **road diet**, repurposing roadway space to add a **Class IV separated bike lane**. Any lane reduction considerations will include public participation and leadership support before proceeding.

AND

At each intersection, bring the bicycle lane up to the intersection and use **green paint** to denote conflict zones between bicyclists and turning vehicles.

#### ALL-SIGNALS

Upgrade all signals to **high visibility crosswalks** with **advance stop bars**. Current detection locations may need to be adjusted to accommodate stop bars, which may be an opportunity to upgrade to video detection.

**Leading Pedestrian Intervals** (pending City's implementation guidelines), with signal coordination

AND

Install retroreflective backplates for improved signal visibility. If road diet is not implemented, also consider installing **additional signal heads** for better lane alignment.

Improve signal timing through **extension of yellow and all-red clearance time** and signal coordination along the corridor.

#### LOCATION-SPECIFIC

**5th St**

Add **pedestrian warning signage** for right-turning vehicles. The City may choose to use an **electronic blankout sign** to display this warning message (see photo of example on next page).

Enhance **intersection lighting**. Recommendation to add lights over the crosswalk at the approaches. Either replace signal pole with Type 15-TS or place new light pole elsewhere.

**7th St**

Consider **protected left turns** for E/W approaches, supplementing previous left-turn protection project for N/S approaches. This would require some trade-off in vehicle throughput, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

**9th St**

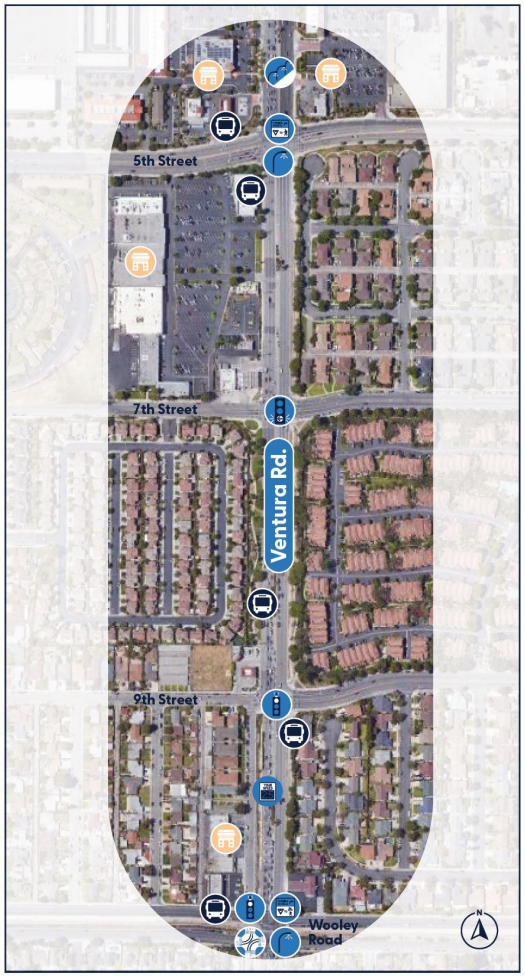
**Wooley Rd**

**Traffic signal confirmation light** for PD enforcement of red light running

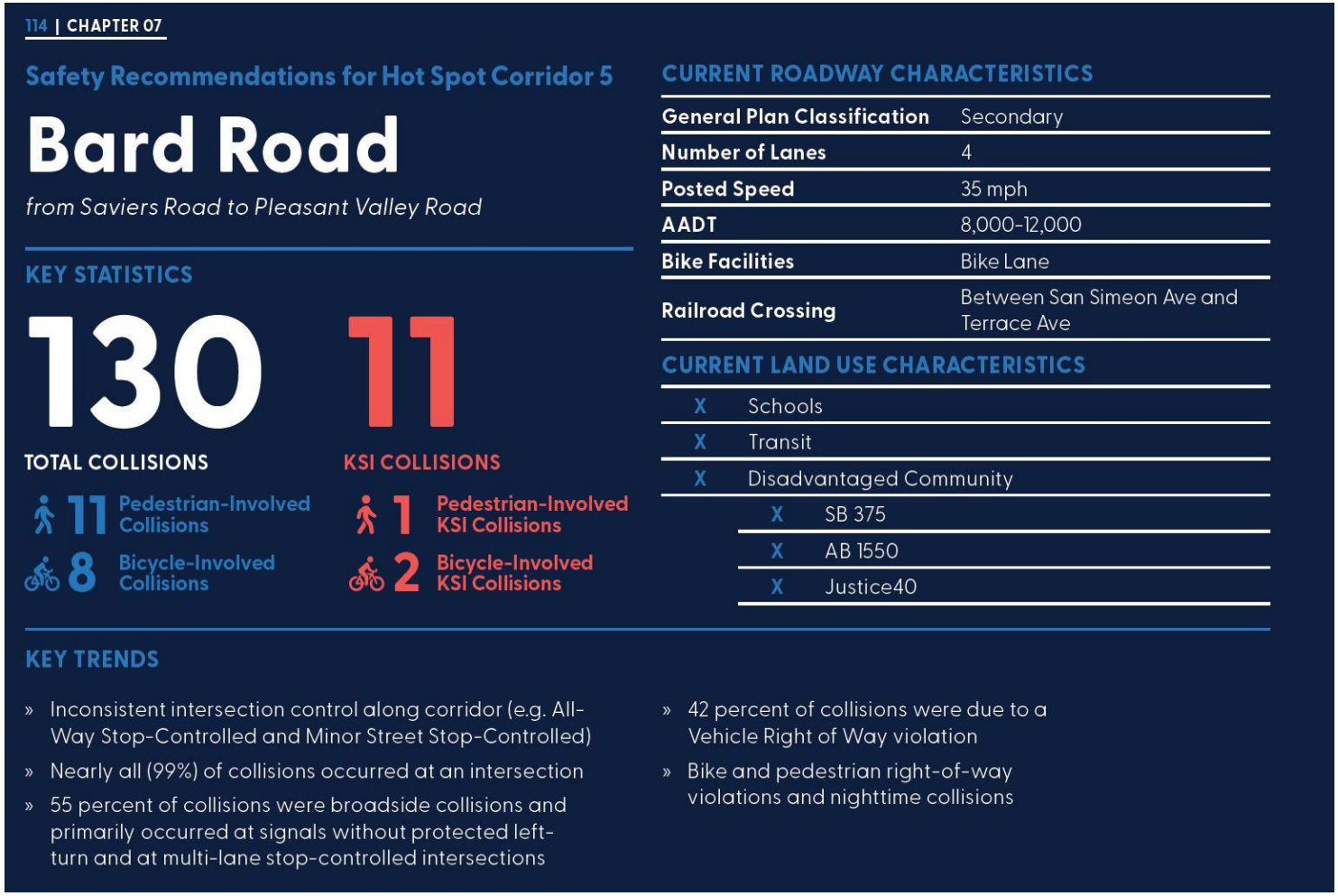
"Cat track" **pavement markings** through intersection to guide southbound left-turning drivers (to avoid railroad tracks)

Add **pedestrian and bicyclist warning signage** for right-turning vehicles. The City may choose to use an **electronic blankout sign** to display this warning message instead (see photo of example on next page).

Enhance **intersection lighting**. Missing standard lighting on SE corner over EB departure. Add additional lighting over crosswalks at approaches.



# Highway Safety Improvement Program - Bard Road Corridor Enhancements (Saviers Road to Pleasant Valley Road)



114 | CHAPTER 07

Safety Recommendations for Hot Spot Corridor 5

## Bard Road

*from Saviers Road to Pleasant Valley Road*

### KEY STATISTICS

**130** TOTAL COLLISIONS

- 11 Pedestrian-Involved Collisions
- 8 Bicycle-Involved Collisions

**11** KSI COLLISIONS

- 1 Pedestrian-Involved KSI Collisions
- 2 Bicycle-Involved KSI Collisions

### CURRENT ROADWAY CHARACTERISTICS

| | |
|---|---|
| General Plan Classification | Secondary |
| Number of Lanes | 4 |
| Posted Speed | 35 mph |
| AADT | 8,000-12,000 |
| Bike Facilities | Bike Lane |
| Railroad Crossing | Between San Simeon Ave and Terrace Ave |

### CURRENT LAND USE CHARACTERISTICS

- X Schools
- X Transit
- X Disadvantaged Community
  - X SB 375
  - X AB 1550
  - X Justice40

### KEY TRENDS

- Inconsistent intersection control along corridor (e.g. All-Way Stop-Controlled and Minor Street Stop-Controlled)
- Nearly all (99%) of collisions occurred at an intersection
- 55 percent of collisions were broadside collisions and primarily occurred at signals without protected left-turn and at multi-lane stop-controlled intersections
- 42 percent of collisions were due to a Vehicle Right of Way violation
- Bike and pedestrian right-of-way violations and nighttime collisions

# Highway Safety Improvement Program - Bard Road Corridor Enhancements (Saviers Road to Pleasant Valley Road)



Safety Recommendations for Hot Spot Corridor 5

## Bard Road

*from Saviers Road to Pleasant Valley Road*

### RECOMMENDED COUNTERMEASURES

#### FULL-CORRIDOR

AND

Consider a **road diet**, which would reduce travel lanes to one lane in each direction. A road diet would enable enhancements, such as a buffer, to the existing bike lanes and present an opportunity to install **mini-roundabouts** at unsignalized intersections. The road diet would also bring consistency along Bard Road since Bard Road is already one lane in each direction west of Saviers Road. Any lane reduction considerations will include public participation and leadership support before proceeding. An alternative to the road diet is to **install larger LED Stop signs** at unsignalized intersections, paired with travel lane narrowing.

**Refresh pavement markings**

**Speed pavement legends**

#### ALL EACH INTERSECTION

**Intersection lighting**

**Bring bike lane to the intersection** (currently drops off 200' before the intersection)

**Green paint** to denote conflict zones between bicyclists and turning vehicles.

#### LOCATION-SPECIFIC

Saviers Rd

Consider **protected left turns** for E/W, supplementing City's left-turn protection project for N/S approaches. This would require some trade-off in vehicle throughput, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

**Install intersection lighting to illuminate the crosswalks at the approaches**

**Increase red/yellow clearance time**

**Leading pedestrian interval** (pending City's implementation guidelines)

**Retroreflective backplates**

# Reconnecting Communities Planning Grant - Oxnard Boulevard (old State Route 1)/Channel Islands Interchange

The Lemonwood neighborhood does not have direct access to College Park, Channel Islands High School, or areas west and south of Oxnard Boulevard. This project will study alternatives to the current configuration.

# Ventura County Transportation Commission Call for Projects

- Accessible Pedestrian Enhancements

## Accessible Pedestrian Signal

LRSM ID (S17PB)

Install pedestrian countdown signal heads

CRASH TYPE

Accessible pedestrian signals, including audible push buttons, improve access for pedestrians who are blind or have low vision. Curb ramps and push buttons must comply with the Americans with Disability Act (ADA) standards for accessibility. Push buttons should be visible and conveniently located for pedestrians waiting at a crosswalk.

| | |
|---|---|
| Crash Reduction Factor | 25% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Very High |
| Hot Spot Sample Location | Gonzales Road |
| Key Issue | Pedestrian Crossing in Crosswalk |

## High-Visibility Crosswalk

LRSM ID (S18PB/NS20PB)

Install pedestrian crossing (S.I.)/Install pedestrian crossing at uncontrolled locations (new signs and markings only)

CRASH TYPE

A high-visibility crosswalk has a striped pattern with markings made of high-visibility material, such as thermoplastic tape, instead of paint. A high-visibility crosswalk improves safety with a clearly marked pedestrian crossing so motorists exercise caution and yield to pedestrians. The crash reduction factor noted here only applies to locations currently without a marked crosswalk, but high-visibility crosswalk upgrades can be implemented at existing marked crosswalks. See Section 3B.18 of the CA MUTCD for more detail

| | |
|---|---|
| Crash Reduction Factor | 25% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Key Issue | Pedestrian Crossing in Crosswalk |

## Leading Pedestrian Interval

LRSM ID (S21PB)

Modify signal phasing to implement a Leading Pedestrian Interval (LPI)

CRASH TYPE

At intersection locations with a high volume of turning vehicles and pedestrian/vehicle crashes, a leading pedestrian interval gives pedestrians the opportunity to establish a presence in the crosswalk 3 - 7 seconds before vehicles are given a green indication. Pedestrian recall timing automatically provides a pedestrian crossing phase, without having to press the pedestrian call button.

| | |
|---|---|
| Crash Reduction Factor | 60% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Very High |
| Key Issue | Pedestrian Crossing in Crosswalk |

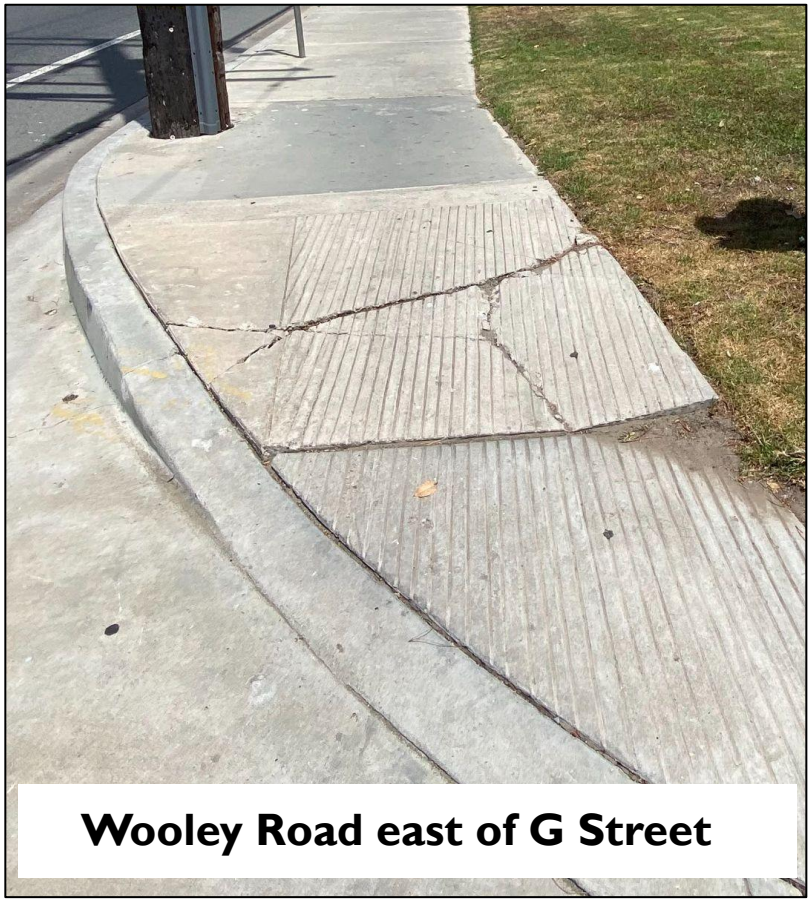
# Ventura County Transportation Commission Call for Projects

- Accessible Pedestrian Enhancements

## Upgrade Curb Ramp

Upgrading a curb ramp primarily involves installing tactile warning devices (e.g. truncated domes) that alert visually impaired pedestrians of a pedestrian crossing. Upgrades can also include ensuring that the design, such as the incline, of the curb ramp is compliant with Americans with Disabilities Act Accessibility Guidelines.

| | |
|---|---|
| Hot Spot Sample Location | Wooley Road |
| Key Issue | Pedestrian Collisions |



Wooley Road east of G Street

# FINANCIAL IMPACT



There is no direct financial impact for this recommendation action.

Upon notification of successful award(s), City staff will return to Council to recognize and appropriate grant awards and identify required local fund amounts and sources.

Successful grant projects are not expected to begin incurring charges until FY 2023-24.

CITY OF OXNARD CALIFORNIA

# QUESTIONS

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. N.3**

**DATE:** September 6, 2022

**TO:** City Council

**FROM:** Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

**SUBJECT:** Approve the Conceptual Design for South Oxnard Aquatics Center. (15/10/10)

## RECOMMENDATION

That the City Council approve the conceptual design, Recommended Option, for the South Oxnard Aquatics Center Improvement Project (Project No. 225502). The Aquatics Center will be located within College Park.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

Presentation will be live upon consultant's request.

## BACKGROUND

On July 30, 2021, the City, with the assistance of State Senator Monique Limón, was awarded $5,000,000 from the State of California (State) to design and construct the South Oxnard Aquatics Center within 7 acres of currently vacant City-owned property within College Park. The grant funds allowed the City to conduct community outreach and the architectural/engineering design of the aquatics center.

Following the grant award, the City surveyed residents in order to determine the types of aquatics activities the community is interested in having at the new aquatics center. This occurred during a community meeting on December 11, 2021 as well as during afterschool programs across 20 of Oxnard's primary and secondary schools.

On May 5, 2022, the Department of Public Works, Engineering & Transportation Mobility issued a Notice to Proceed to ELS to conduct additional public outreach and participatory community design, cost analysis, architectural and engineering design, and preparation of plans and specifications for the South Oxnard Aquatics Center Improvement Project (Project No. 225502).

**Capital Improvement Project (CIP) Reference:** Project No. 225502 – Oxnard Aquatic Center - CIP 2021-2026 - Adopted May 18, 2021 – Page 51.

## DISCUSSION

The proposed South Oxnard Aquatics Center (SOAC) will service the City's youth, adults, and seniors and provide for expansion of recreation, water fitness, and competitive aquatics opportunities. The SOAC will equip the residents of Oxnard, a coastal community, with water safety knowledge and provide a family-friendly environment for the residents of Oxnard.

The primary goal is to design and construct a community-based aquatics center that provides an opportunity for water safety by teaching the community of all ages to swim. Secondary to that goal, the SOAC is intended to create a love of

the water through active and passive recreational opportunities for Oxnard youth and seniors, families, swimming groups and swim teams.

ELS, using the community feedback from 2021, prepared three concept site plan designs that conformed with the City's programming goals and needs. These site plan designs were shared and further refined based on community input at two community engagement meetings held on June 29th & August 1st, 2022. The meetings resulted in unanimous support for Concept Plan No. C is (Aspirational Plan).

That Aspirational Plan includes a 6-lane lessons pool, 50 meter stretch deep water pool, splash pad, fun pool, lazy river, double slide, bleacher seating, and a picnic area with decking. Interior spaces include administrative offices, lifeguard office, first aid room, training room, multi-use space, concessions, locker rooms, equipment and program storage, as well as the required mechanical and chemical storage areas.

The assigned budgeted in the FY 21/22 City Council approved CIP budget for the SOAC was $40,000,000. Based on total Rough Order of Magnitude (ROM) project cost estimates, the community's Aspirational Plan option is now estimated at $67,162,500 over $27,000,000 over the budgeted amount. The total estimated ROM Project Cost include Construction Cost, Construction Contingency, Project/Construction Management, Inspection, Testing, Permit Fees, Art Fees, Furniture, Fixtures, Equipment and other miscellaneous Costs. There are several factors that can be attributed to the latest ROM cost. Some of the increased cost of construction can be attributed to items such as price increases on all building materials as a result of inflation, ongoing supply chain issues, and labor shortages in the construction industry. Additionally, there is a large influx of federal and state funding and as such, this typically leads to increased construction costs since there is an abundance of construction work available. Furthermore, since there is higher than normal inflation occurring, the ROM cost estimate needs to include that as a possible trend moving forward into the anticipated midpoint of construction, which is about 24 months from now.

Due to the higher-than-anticipated ROM construction cost estimate, City staff requested that ELS provide the City with a range of options that meet the goals of the SOAC project - to teach residents to swim and water safety while expanding recreational opportunities. With this core focus in mind, ELS provided seven (7) design alternatives ranging in estimated ROM construction costs of $37,330,000 to $49,750,000. Each of these options have varying water feature options and a wide variety of programming opportunities to service the seniors, youth, families, special populations, and swim and water polo teams.

**DESIGN ALTERNATIVES AND ESTIMATED TOTAL PROJECT COSTS**

In addition to ROM estimated construction costs, the total estimated project cost also needs to include Construction Contingency, Design and Engineering Consulting Fees, Project/Construction Management, Inspection, Testing and Indirect Costs (collectively "Soft Costs"). A breakdown of these additional costs is included below:

| | |
|---|---|
| • Construction Contingency | ~10% |
| • Design and Engineering Consultant Fees | ~10% |
| • Estimated Project/Construction Management | ~7% |
| • Estimated Inspection | ~5.5% |
| • Estimated Indirect Costs (Public Art & Permits, Furniture, Fixture, Equipment & IT) | ~2.5% |
| **Total Estimated Soft Cost Increase** | **~35%** |

The total estimated Soft Costs (35%) is applied to each alternative design option and a breakdown of the ROM project cost estimate is provided in the table below:

| Design Option | (ROM) Construction Cost Estimate from ELS | Total Soft Cost including Construction Contingency (35%) | **Total (ROM) Project Cost (including 35% for Soft Costs)** |
|---|---|---|---|
| Aspirational | $49,750,000 | $17,412,500 | **$67,162,500** |

| | | | |
|---|---|---|---|
| **Recommended Option** | **$39,850,000** | **$13,947,500** | **$53,797,500** |
| Other Alternatives Explored | | | |
| Alt. A | $44,080,000 | $15,428,000 | **$59,508,000** |
| Alt. B | $43,930,000 | $15,375,500 | **$59,305,500** |
| Alt. C | $39,900,000 | $13,996,500 | **$53,986,500** |
| Alt. D | $39,080,000 | $13,678,000 | **$52,758,000** |
| Alt. E | $37,330,000 | $13,065,500 | **$50,395,500** |

The staff recommended option closely aligns with the Aspirational Plan and provides learn-to-swim activities for all ages, splash pads that engage those who might be new to water activities among many others, and a fun pool with beach entries, slides, and lazy rivers. These amenities allow for the development of a safe loving relationship with being in the water which can develop the confidence to move towards swimming in larger and deeper pools, and possibly even competition swimming.

It should be noted that the project is still in the preliminary planning phase. As such, no detailed design work (architectural and engineering) has been completed. This means that information being presented now, inclusive of the ROM and estimated Total Project Costs is subject to change as more details are vetted, reviewed, and revised. It is also possible the changes may include different sized amenities and elements to areas such as the deep water pool, splash pad, fun pool, and interior spaces. The balancing point is to provide a place that allows all Oxnard residents to gain water safety skills and recreational opportunities, accounting for the community input received, while also being financially responsible for the many needs of the City, today and into the future. This balancing point includes ensuring that what is ultimately constructed can be well maintained, staffed, and managed into the future from an operating budget standpoint.

**COMMUNITY OUTREACH TO DATE**

December 11, 2021 – Community Engagement at College Park
June 29, 2022 – Community Workshop 1
August 1, 2022 – Community Workshop 2
August 24, 2022 - Parks, Recreation and Community Services Commission (PRCSC).

The conceptual design was presented to the PRCSC as informational. The four Commissioners present at the August 24th meeting all expressed support to include a 50m pool in the final design.

**NEXT STEPS**

An economic analysis for both programming scope and an operation & maintenance plan is underway. Once the economics analysis, the schematic design and the construction cost estimate are complete, staff will review and refine the project concept prior to proceeding to the Design Development stage of the project.

**PROJECT SCHEDULE**

The project schedule is as follows and contingent upon environmental clearance as well as securing funding:

- Design & Permits * Spring 2023
- Construction Start ** Fall 2023
- Construction Complete** July 2025

***Contingent upon environmental clearance**
****Contingent upon successful construction award**

**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 design and engineering services are contracted with ELS for an approved amount not to exceed $3,900,057. There is sufficient funding available from an existing appropriation of $5M in State grant funds (Fund 219) in the South Oxnard Aquatic Center Improvement Project (Project No. 225502) for this phase of the project.

The current CIP Budget (FY 22/23 and 23/24) approved by the City Council has identified a future General Fund Secured Bond issuance of $30 M for construction of the South Oxnard Aquatics Center. As noted above, the current cost estimate is greater than what is identified in the CIP budget. As such, the bond issuance amount, subject to the City Council's subsequent review and approval, will be net of total project cost after applying any grant amount available for the project. From a bond capacity, it should be noted that changes or higher construction project cost for South Oxnard Aquatic Center will limit future financing affordability of other City projects (e.g., aquatic center, fire stations, senior center, seawall, etc).

**COMMITTEE OUTCOME**

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

*Prepared by: Tatiana Arnaout, City Engineer, Julie Estrada, Recreation Coordinator*

**ATTACHMENTS**

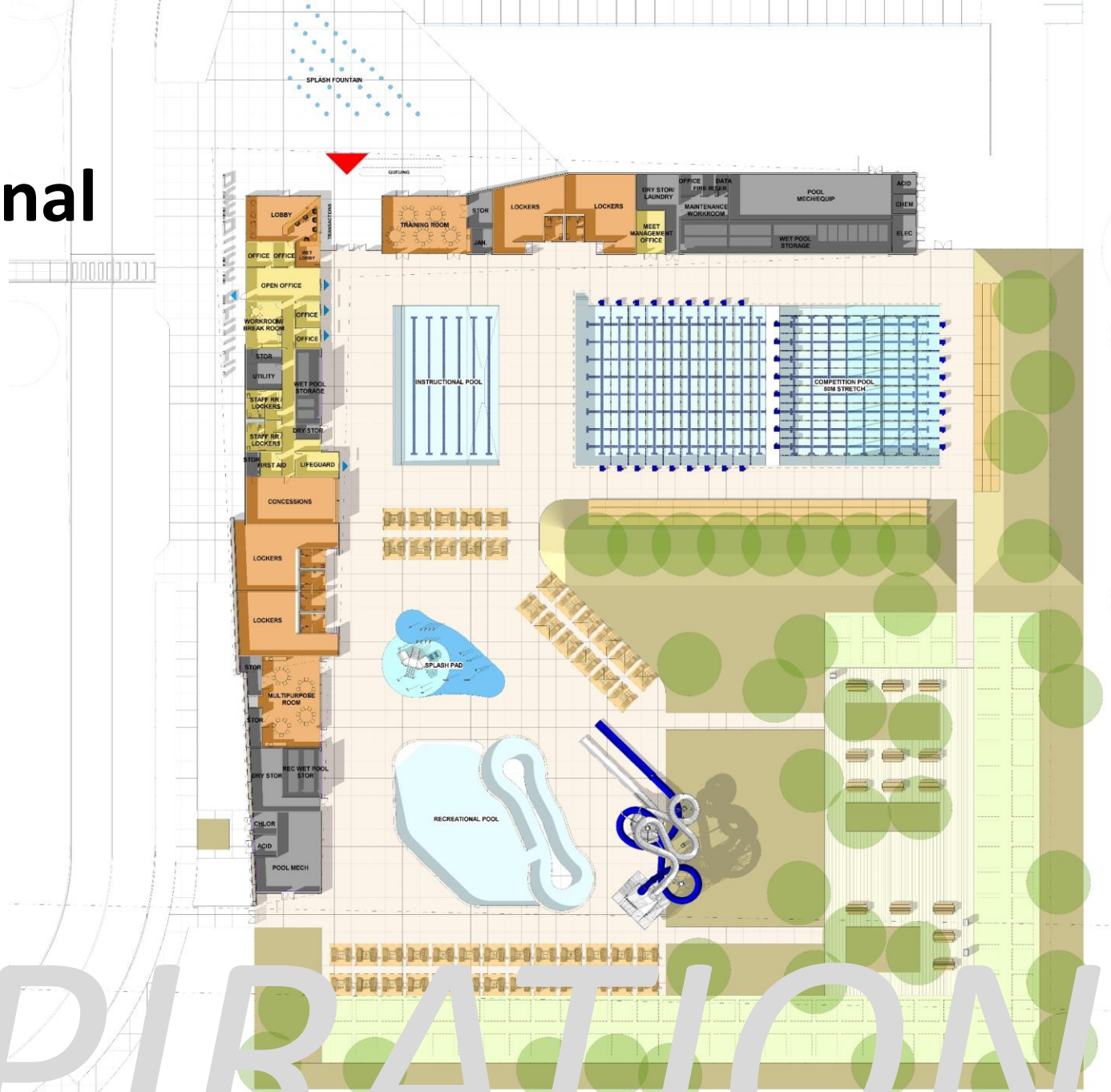
1. Conceptual Design Options
2. Aquatics Center Amenities and Program Comparison Chart 08.2022

# South Oxnard Aquatics Center

## Budget Alternates: A - E

# Aspirational

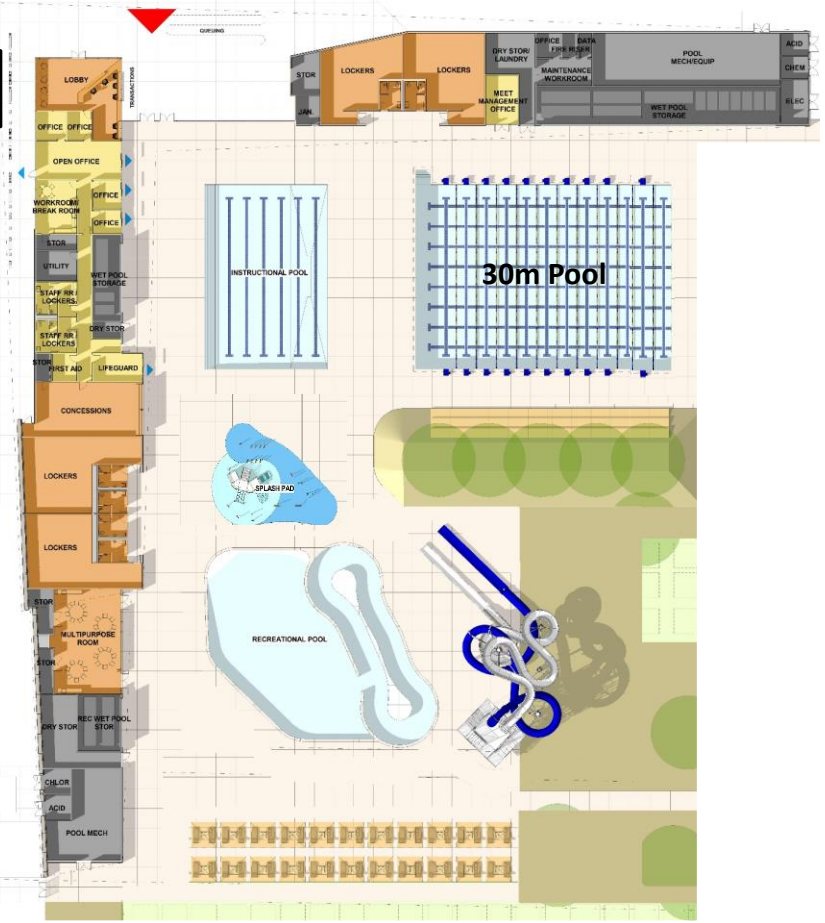
## $67.2MM




ASPIRATIONAL

# Recommended

## $53.8MM




## PROGRAMMING

**NOT INCLUDED**

- Long Course

## AMENITIES

**NOT INCLUDED**

- Plaza Fountain
- Picnic Deck
- Training Room

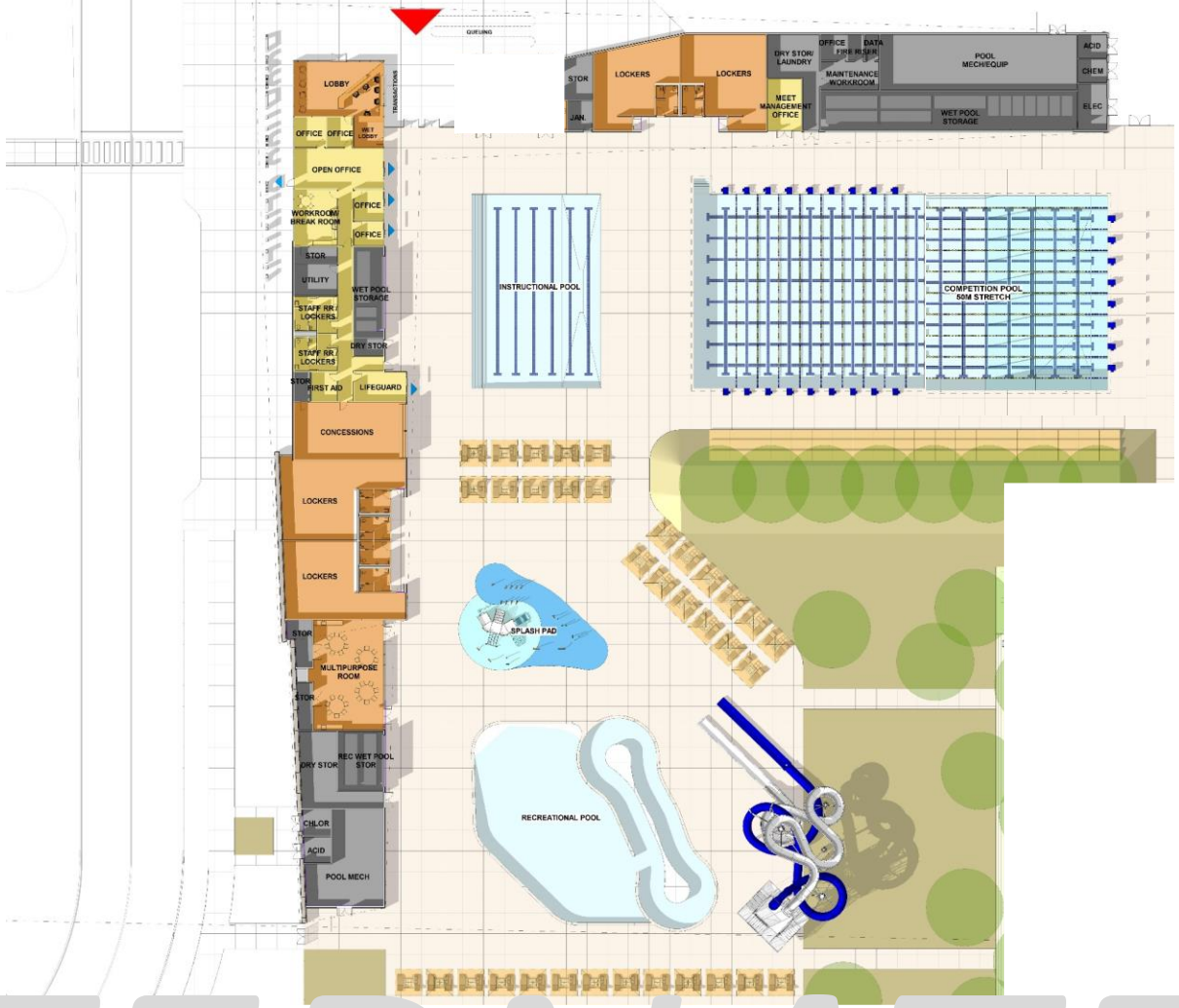
**REDUCED**

- Administration
- Site Development
  - Softscape
  - Hardscape
- 30m in lieu of 50m

RECOMMENDED

# A.

## $59.5MM




## PROGRAMMING

**No exclusions or reductions**

## AMENITIES

**NOT INCLUDED**

- Plaza Fountain
- Picnic Deck

**REDUCED**

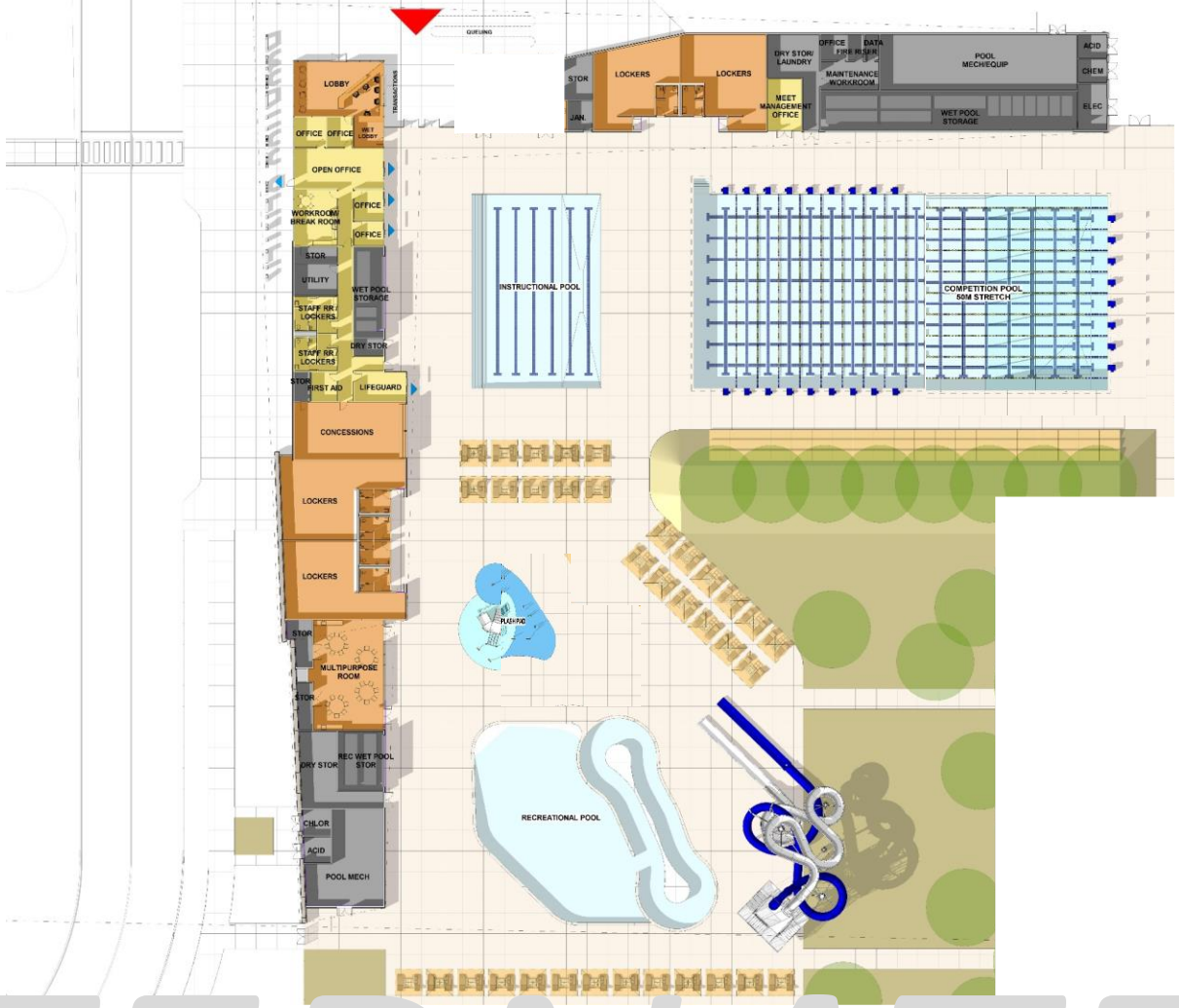
- Administration
- Site Development
  - Softscape
  - Hardscape

**- Reduced 50m/no bulkhead**

ALTERNATE

# B.

## $59.3MM




## PROGRAMMING

**No exclusions or reductions**

## AMENITIES

**NOT INCLUDED**

- Plaza Fountain
- Picnic Deck

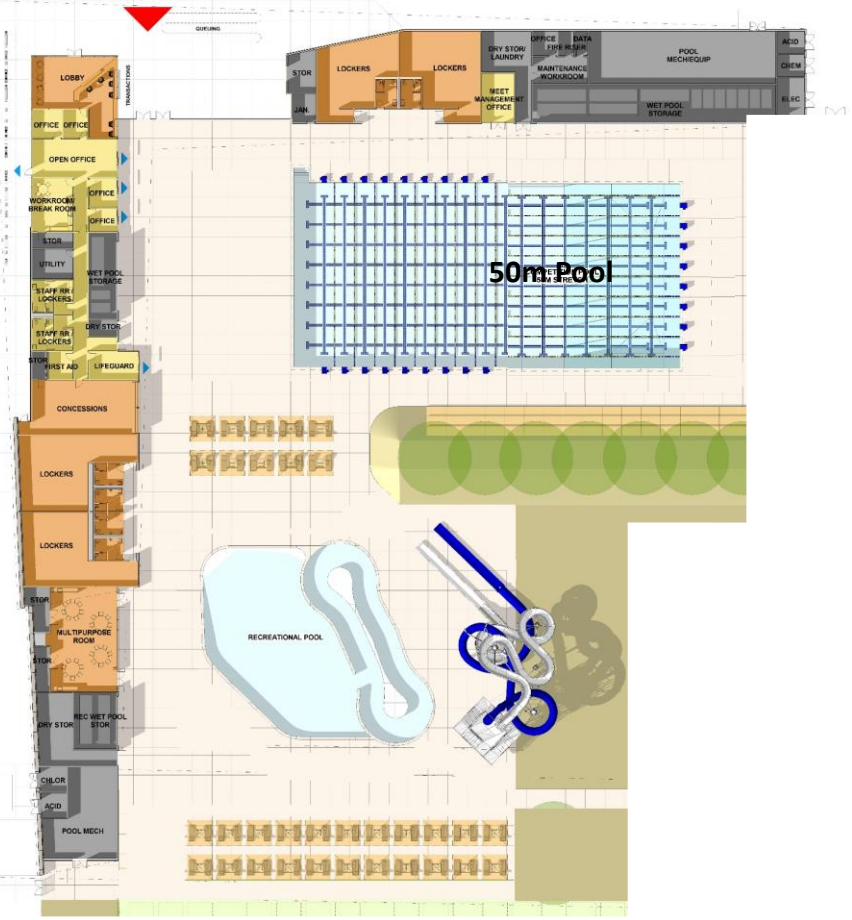
**REDUCED**

- Administration
- Site Development
  - Softscape
  - Hardscape
- Spray Ground

ALTERNATE

# C.

## $53.9MM




## PROGRAMMING

**No Exclusions or Reductions**

## AMENITIES

**NOT INCLUDED**

- Plaza Fountain
- Picnic Deck
- Training Room
- Lessons Pool

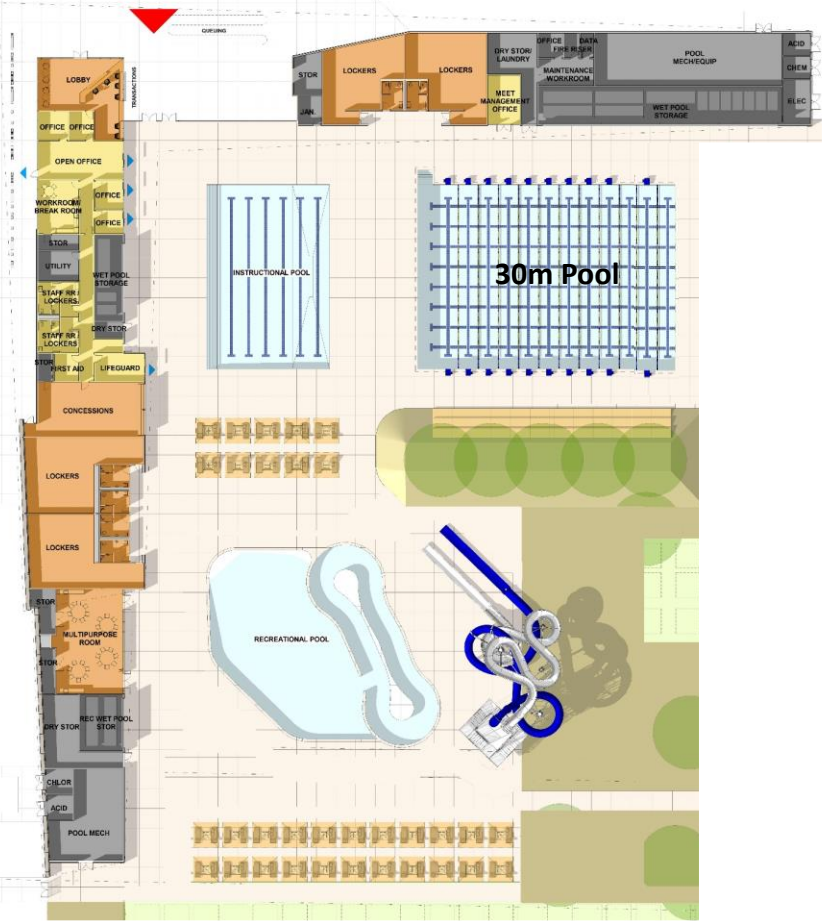
**REDUCED**

- Administration
- Site Development
  - Softscape
  - Hardscape
- 50m with Shallow End
- Spray Ground combined w/ Fun Pool

ALTERNATE

# D.

## $52.7MM




## PROGRAMMING

**NOT INCLUDED**

- Long Course

## AMENITIES

**NOT INCLUDED**

- Plaza Fountain
- Picnic Deck
- Training Room

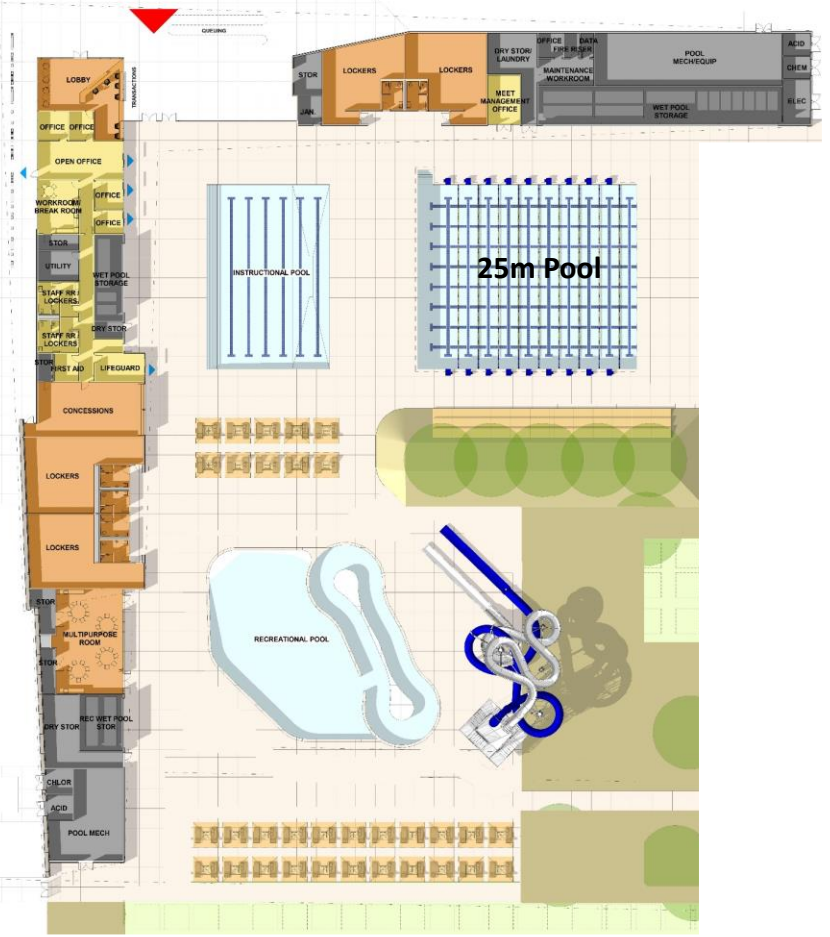
**REDUCED**

- Administration
- Site Development
  - Softscape
  - Hardscape
- 30m in lieu of 50m
- Spray Ground combined w/ Fun Pool

ALTERNATE

# E.

## $50.4 MM




## PROGRAMMING

**NOT INCLUDED**

- Long Course

## AMENITIES

**NOT INCLUDED**

- Plaza Fountain
- Picnic Deck
- Training Room

**REDUCED**

- Administration
- Site Development
  - Softscape
  - Hardscape
- 25m in lieu of 50m
- Spray Ground combined w/ Fun Pool

ALTERNATE

| | Aspirational | Recommended | Design Concept A | Design Concept B | Design Concept C | Design Concept D | Design Concept E |
|---|---|---|---|---|---|---|---|
| **Amenities** | | | | | | | |
| **Site Work** | | | | | | | |
| | | | | | | | |
| Entry Plaza (Hardscape) | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Plaza Fountain | ☑ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| Unenclosed Softscape | ☑ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| *Reduced Unenclosed Softscape* | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Parking | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Built-in Bleachers | ☑ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| *Reduced Built-in Bleachers* | ☐ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Pool Decking (Hardscape) | ☑ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| *Reduced Pool Decking (Hardscape)* | ☐ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Enclosed Softscape | ☑ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| *Reduced enclosed Softscape* | ☐ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Picnic Area on Decking | ☑ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| *Picnic Area not Decking* | ☐ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| **Building** | | | | | | | |
| Administration (Offices) | ☑ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| *Reduced Administration (Offices)* | ☐ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Training Room | ☑ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| Multi-Use Room | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Concessions | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Locker Rooms | ☑ | ☐ | ☑ | ☑ | ☐ | ☐ | ☐ |
| *Reduced Locker Rooms* | ☐ | ☑ | ☐ | ☐ | ☑ | ☑ | ☑ |
| Maintenance/Back of House | ☑ | ☐ | ☑ | ☑ | ☐ | ☐ | ☐ |
| *Reduced Maintenance/Back of House* | ☐ | ☑ | ☐ | ☐ | ☑ | ☑ | ☑ |
| Wet Storage | ☑ | ☐ | ☑ | ☑ | ☐ | ☐ | ☐ |
| *Reduced Wet Storage* | ☐ | ☑ | ☐ | ☐ | ☑ | ☑ | ☑ |
| **Pools** | | | | | | | |
| 50m x 25yard | ☑ | ☐ | ☑ | ☑ | ☑ | ☐ | ☐ |
| *30m x 25yard* | ☐ | ☑ | ☐ | ☐ | ☐ | ☑ | ☐ |
| *25m x 25yard* | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| Lessons Pool | ☑ | ☑ | ☑ | ☑ | ☐ | ☑ | ☑ |
| Separate Sprayground | ☑ | ☑ | ☑ | ☑ | ☐ | ☐ | ☐ |
| *Sprayground within the Fun Water Pool* | ☐ | ☐ | ☐ | ☐ | ☑ | ☑ | ☑ |
| Fun Water Pool (Zero Beach + Lazy River) | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Double Slide | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |

| | Aspirational | Recommended | Design Concept A | Design Concept B | Design Concept C | Design Concept D | Design Concept E |
|---|---|---|---|---|---|---|---|
| **Programs** | | | | | | | |
| **Youth** | | | | | | | |
| Parent & Me Swim | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Toddler Time at the Splash Pad (without entering a pool) | ☑ | ☑ | ☑ | ☑ | ☐ | ☐ | ☐ |
| Toddler Time at the Splash Pad (in the pool) | ☐ | ☐ | ☐ | ☐ | ☑ | ☑ | ☑ |
| Learn to Swim | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Swim Team short course | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Swim Team long course | ☑ | ☐ | ☑ | ☑ | ☑ | ☐ | ☐ |
| Diving | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Water Polo | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Jr. Lifeguards | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Summer Camps | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| | | | | | | | |
| **Adults** | | | | | | | |
| Lap Swim | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Adult Swim Classes | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Aqua Yoga | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Ahi Chi | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Aqua Spin | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Deep Water Running | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Shallow Water Running | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Aqua Fitness/Water Aerobics | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| | | | | | | | |
| **Seniors and Individuals with Mobility Limitations** | | | | | | | |
| Ahi Chi | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Aqua Spin | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Shallow Water Running | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Aqua Fitness/Water Aerobics | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Summer Walking Club (Lazy River) | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| | | | | | | | |
| **Special Populations** | | | | | | | |
| Partner Swim | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Sensory Sensitivity in the Fun Water | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Water Fun at the Splash Pad (without entering a pool) | ☑ | ☑ | ☑ | ☑ | ☐ | ☐ | ☐ |
| Water Fun at the Splash Pad (in the pool) | ☐ | ☐ | ☐ | ☐ | ☑ | ☑ | ☑ |
| Learn to Swim | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Challenger Swim Team | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| | | | | | | | |
| **Competitions & Clubs** | | | | | | | |
| Swim Competition (incl. Relay) Short Course | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Swim Competition (incl. Relay) Long Course | ☑ | ☐ | ☑ | ☑ | ☑ | ☐ | ☐ |
| Dive Team Competition | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| Water Polo (*All Gender 20m x 20m Course)* | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |
| *FINA Regulated MENS Course (Olympic Course)* | ☑ | ☐ | ☑ | ☑ | ☑ | ☐ | ☐ |
| Artistic Swimming *(Formerly known as Synchonized Swim)* | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ |