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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
May 28, 2019
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

   SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the May 14, 2019 regular meeting as presented.

   Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Public Works Department

   SUBJECT: Budget Appropriation to Leverage Grant for Funding for Dead Tree Removal. (5/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve a budget appropriation in the amount of $87,500 from Measure O funds to be used to leverage $262,500 grant dollars for dead tree removal (called the "Tree Mortality Event Response").

   Contact: Rosemarie Gaglione, (805) 385-8055

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: (Staff Presentation / Committee Discussion / Public Comment)

2. Community Development Department

SUBJECT: Award of Trade Services Agreement for New Custodial Services for Oxnard Transit Center (OTC). (10/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend to the City Council:
1. Award of a trade services agreement to Joranda Marketing Inc. doing business as (dba) Jan-Pro Central Coast in the amount of $375,000 for three years of custodial services at the Oxnard Transit Center at 201 E. Fourth Street (Agreement No. 8646-19-CD); and
2. Approve the appropriation of $9,790 from TDA Transportation Fund 213 to fund the trade services agreement for the balance of the fiscal year 2018-2019.

Contact: Jeffrey Lambert, (805) 385-7882

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
May 14, 2019

A. ROLL CALL / POSTING OF AGENDA

At 11:12 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan MacDonald, and Chair Bert Perello were present.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Rosemarie Gaglione, Public Works Director; Eric Humel, Sustainability Coordinator; Hoon Han, City Engineer; Jeri Cooper, Interim Special Districts Manager; and Elizabeth Rubalcava, Assistant City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the April 23, 2019 Regular Meeting as presented.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Public Works Department

1. SUBJECT: Agreement No. 8125 with Pacific Coast Land Design, Inc. for performing community engagement and design work for the La Colonia Green Alleys Project.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council award and authorize the Mayor to execute an Agreement (A-8125) with Pacific Coast Land Design, Inc. in the amount of $244,252.30 to perform community engagement and design work for the La Colonia Green Alleys Project.

The Sustainability Coordinator gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

2. SUBJECT: Approve Grant Fund Transfer, Allocations, and Contract Amendments to Rice Avenue at Fifth Street Grade Separation Project.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute the following:
   1. Transfer of $12,406,000 Senate Bill 1 (SB1) Trade Corridor Enhancement Program (TCEP) grant funds from Fund 181 (State Gas Tax) to Fund 189 (TCEP);
   2. A first amendment to Caltrans Cooperative Work Agreement No. 07-5065 upon receipt, identifying $1,400,000 of SB1 TCEP grant for right-of-way (ROW) engineering;
   3. A first amendment to WKE, Inc. Agreement A-8094, adding $490,075 and adding subconsultant, Group Delta, Padre & Associates;
   4. Authorize future changes to sub-consultants by the Public Works Director; and
   5. Unappropriate $23,000 from Fund 275 (Federal Railroad Administration Railroad Safe Transportation of Energy Products) transportation grant.

The City Engineer gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

3. SUBJECT: Award Agreement No. 8141 for Mandalay Bay Bridge and Edison Canal Bridge Rehabilitation Plans, Specifications & Estimate.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council:
   1. Award and authorize the Mayor to execute Agreement No. 8141 in the amount of $201,914 with Dokken Engineering for design of the Mandalay Bay Bridge Rehabilitation Project 133113 and Edison Canal Bridge Rehabilitation Project 133114;
   2. Approve $10,000 for project contingency for the Mandalay Bay Bridge Rehabilitation and $10,191 for the Edison Canal Bridge Rehabilitation Project, and
   3. Approve an appropriation of $13,708 from the Street Maintenance Fund (105) for the Mandalay Bay Bridge Rehabilitation (Project 133113).

The City Engineer gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

4. SUBJECT: Fiscal Year 2019-2020 Landscape Maintenance Districts Initiation of Proceedings, Declaration of Intention to Levy and Collect Assessments, and Scheduling of Public Hearing.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council:
   1. Adopt a resolution initiating proceedings for the annual levy and collection of assessments for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts; and
   2. Adopt a resolution declaring intention to levy and collect assessments for Fiscal Year 2019-2020 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

DRAFT

The Interim Special Districts Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve Recommendation #1 as presented. VOTE: Flynn and MacDonald voted in favor; Perello abstained from voting on Landscape Maintenance District No. 13 (Le Village) due to a real property conflict of interest. The motion carried 3-0 (Perello abstained on District No. 13).

It was moved by Member MacDonald, seconded by Member Flynn, to approve Recommendation #2 as presented. VOTE: Flynn and MacDonald voted in favor; Perello abstained from voting on Landscape Maintenance District No. 13 (Le Village) due to a real property conflict of interest. The motion carried 3-0 (Perello abstained on District No. 13).

5. SUBJECT: Special Tax Levy for Community Facility Districts No. 1 and No. 2 (Westport at Mandalay Bay).
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council, acting as legislative body for Community Facilities Districts (CFD) No. 1 and 2:
   1. Adopt a resolution (Attachment A) setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2019-2020; and
   2. Adopt a resolution (Attachment B) setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2019-2020.

The Interim Special Districts Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve Recommendation #1 as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

It was moved by Chair Perello, seconded by Member Flynn, to approve Recommendation #2 as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

6. SUBJECT: Special Tax Levy for Community Facility Districts No. 3 and No. 4 (Seabridge at Mandalay Bay).
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council, acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4:
   1. Adopt a resolution (Attachment A) setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2018-19; and
   2. Adopt a resolution (Attachment B) setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2018-19.

The Interim Special Districts Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Chair Perello, to approve Recommendation #1 as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

It was moved by Member MacDonald, seconded by Member Flynn, to approve Recommendation #2 as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

DRAFT

7. SUBJECT: Adopt a Resolution Authorizing the Special Tax Levy for Community Facilities District No. 5 (Riverpark).
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council, acting as the legislative body of Community Facilities District (CFD) No. 5:
   1. Adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for FY 2019-2020 (Attachment A); and
   2. Authorize the Special Districts Manager to execute an agreement for Billing of Direct Assessments (Attachment B) with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

The Interim Special Districts Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Chair Perello, seconded by Member Flynn, to approve Recommendation #1 as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

It was moved by Chair Perello, seconded by Member Flynn, to approve Recommendation #2 as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

8. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Blvd./Highway 101 Interchange).
   RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council, acting as the legislative body of Community Facilities District No. 2000-3 (CFD No. 2000-3), approve and authorize the Mayor to adopt a resolution (Attachment A) setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2019- 2020.

The Interim Special Districts Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Chair Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Chair Perello requested information on whether there is a sewer line from Santa Paula into Oxnard, and a status update of the landfill agreement with Ventura Regional Sanitation District.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 12:43 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair

DRAFT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRASPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1.

DATE: May 28, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Budget Appropriation to Leverage Grant for Funding for Dead Tree Removal. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve a budget appropriation in the amount of $87,500 from Measure O funds to be used to leverage $262,500 grant dollars for dead tree removal (called the "Tree Mortality Event Response").

BACKGROUND

On October 30, 2015, Governor Brown proclaimed a state of emergency for drought-caused tree mortality. The proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a fall hazard or disease/insect vector hazard. Costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75 percent reimbursement under the California Disaster Assistance Act (CDAA), with an additional allowance for administrative costs borne by the City.

On May 22, 2018, Staff recommended that City Council adopt a resolution authorizing the City Manager to submit an application for federal financial assistance under the Disaster Relief Act of 1974 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act to be used to remove dead trees (also called "the Tree Mortality Event Response").

DISCUSSION

The City of Oxnard has experienced a major die-off of several different species of trees throughout the City, which has been attributed to the ongoing drought. The drought has weakened trees, and a significant number have been unable to fight off infestations of insects and/or fungus. The proximity of the drought-affected trees to City and other adjacent structures prompted staff to take action and initiate removal of high risk trees.

In August of 2016, a hydrologist assessed the depth of the City’s groundwater. The hydrologist determined that the groundwater levels in the City have dropped two to eight feet in the last five years, due to the drought. Historically, groundwater depths throughout the City had been 8.8 feet to 10.7 feet deep. Groundwater depths are now 11 feet to 19 feet deep in the same locations.

Since the hydrologist's assessment of groundwater depth, the City Arborist inspected several of the City's dead and dying trees and determined that the drought has played a significant role in causing their death or decline.

In addition, staff contacted the City's contracted, on-call tree service (West Coast Arborists) and had its arborist provide a second opinion. West Coast Arborists has come to the same conclusion and concurs with the findings of the City's Arborist.

The City began the removal of 201 dead trees with locations throughout the City's park system in early 2018. There are an estimated 613 additional dead and dying trees throughout the City located in parks, medians, and right-of-ways. West Coast Arborists continues to remove dead trees throughout the City as funding permits.

Due to the rising costs associated with the tree removals and limited funds available for the increasing problem, staff began seeking additional funds to pay for the project. Under current conditions, the City is eligible to request reimbursement of expended funds through the CDAA Program, which reimburse removal costs up to 75 percent, with an additional allowance for administrative costs. In order to complete the tree removal work, an appropriation of $87,500 of Measure O funds is required. Out of the requested Measure O budget appropriation, approximately $25,000 will be used in FY 2019, and the remaining in FY 2020.

In order to beautify the areas where the trees have been removed, the City's existing Urban and Community Forestry Grant from CAL FIRE will allow for tree replanting at eligible sites.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

The CDAA funding for the Tree Mortality Event Response provides 75 percent reimbursement for eligible tree identification, evaluation, removal and disposal efforts. A 10 percent administrative allowance is provided in addition to the 75 percent reimbursement from CDAA. This 10 percent allowance is applied as a percentage against the total approved State share to cover indirect costs associated with obtaining and administering CDAA funds. The 25 percent required City match will be paid using Measure O allocations, and this is estimated to be $87,500. Thus, the total cost to the City after reimbursable line items is $87,500.

Funding Source	Fund	Amount	Percentage of Project
California Disaster Assistance Act Reimbursement (tree efforts)	219	$262,500	75%

City of Oxnard Measure O	104	$87,500	25%
Total Cost of City Share and Match		$350,000	100%
Additional 10% of Grant Share Admin Reimbursement	219	$26,250	10% Admin

Prepared by: Eric Humel, Sustainability Coordinator

ATTACHMENTS

1. Resolution No. 15,121
2. Tree Mortality Budget Appropriation
3. Dead Tree Removal Committee_Presentation

RESOLUTION NO. 15,121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR FEDERAL AND/OR STATE ASSISTANCE TO BE USED FOR THE TREE MORTALITY EVENT RESPONSE

WHEREAS, on October 30, 2015, Governor Brown proclaimed a State of Emergency for drought-caused tree mortality. The Proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a fall hazard or disease/insect vector hazard. As a result, costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75% reimbursement under the California Disaster Assistance Act (CDAA); and

WHEREAS, the City of Oxnard has experienced a major die-off of several different species of trees throughout the City which has been attributed to the ongoing drought. The drought has weakened trees and a significant number have been unable to fight off infestations of insects and/or fungus. The proximity of the drought-affected trees to City and other adjacent structures prompted staff to take action and initiate removal of high risk trees.

THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard as follows:

SECTION 1. The City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A).

SECTION 2. The City of Oxnard, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

SECTION 3. That this is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

PASSED, APPROVED, and ADOPTED, this 22nd day of May, 2018 by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSTAIN: None.

ABSENT: None.

Tim Flynn 5/23/18

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Oxnard (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

_____ (Title of Authorized Agent), OR

_____ (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Oxnard (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Oxnard (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 22nd day of May, 2018

Tim Flynn 5/22/18
(Name and Title of Governing Body Representative) Mayor

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Michelle Ascencion (Name), duly appointed and City Clerk (Title) of City of Oxnard (Name of Applicant), do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the City Council (Governing Body) of the City of Oxnard (Name of Applicant)

on the 22nd day of May, 2018.

_____ (Signature)

City Clerk (Title)

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** May 20, 2019

Project/Program Manager: Eric Humel **Phone:** 805-271-2231

Reason for Appropriation:

To appropriate funds for Tree Mortality Event Response. Tree Removal.

Accounts and Descriptions		**AMOUNT**
Fund:	219 STATE/LOCAL - MY GRANTS	
Revenues/Transfers In		
Project number TBD		
219-5740-532-7231	STATE / LOCAL SOURCES / STATE GRANT REVENUES	288,750
	Sub-total Revenues	288,750
Expenditures/Transfers Out		
Project number TBD		
219-5740-805-8209	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	262,500
219-5740-805-8452	CONTRACTS & SERVICES / SERVICES-PRINTING & BIND	26,250
	Sub-total Expenditures	288,750
	Net Change to Fund Balance	**0**
Fund:	**104 Half Cent Sales Tax**	
Expenditures/Transfers Out		
Project Number TBD-Match		
104-5740-805-8209	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRA	87,500
	Sub-total Expenditures	87,500
	Net Change to Fund Balance	**(87,500)**
	Net Appropriation Change	**376,250**

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

Budget Appropriation to Leverage Funding for Dead Tree Removal

PUBLIC WORKS AND TRANSPORTATION COMMITTEE PRESENTATION

May 28, 2019

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee recommend City Council approve a budget appropriation in the amount of $87,500 from Measure O funds to be used to leverage $262,500 grant dollars for dead tree removal (called the “Tree Mortality Event Response”).

Background

- On October 30, 2015, Governor Brown proclaimed a state of emergency for drought-caused tree mortality

- Costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75% reimbursement under the California Disaster Assistance Act (CDAA), with an additional allowance for administrative costs borne by the City

- On May 22, 2018, City Council adopted a resolution authorizing the City Manager to submit an application for federal financial assistance for dead and dying tree removals

Discussion

- The City began the removal of 201 dead trees with locations throughout the City's park system in early 2018
- There are an estimated 613 additional dead and dying trees throughout the City located in parks, medians, and right-of-ways
- Under current conditions, the City is eligible to request reimbursement of expended funds through the CDAA Program which reimburses removal costs up to 75%, with an additional allowance for administrative costs
- In order to complete the tree removal work, an appropriation of Measure O funds is required

Financial Impact

- The CDAA Funding for Tree Mortality Event provides 75% reimbursement for eligible tree identification, evaluation, removal and disposal efforts.
- A 10% administrative allowance is provided in addition to the 75% reimbursement from CDAA

FUNDING SOURCE	AMOUNT	PERCENTAGE OF PROJECT
CALIFORNIA DISASTER ASSISTANCE ACT REIMBURSEMENT (TREE REMOVAL EFFORTS)	$262,500	75%
CITY OF OXNARD MEASURE O	$87,500	25%
TOTAL COST OF CITY SHARE AND MATCH	$350,000	100%
ADDITIONAL 10% OF GRANT SHARE ADMIN REIMBURSEMENT	$26,250	10%

Questions?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRASPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2.

DATE: May 28, 2019

TO: Public Works and Transportation Committee

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Award of Trade Services Agreement for New Custodial Services for Oxnard Transit Center (OTC). (10/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend to the City Council:
1. Award of a trade services agreement to Joranda Marketing Inc. doing business as (dba) Jan-Pro Central Coast in the amount of $375,000 for three years of custodial services at the Oxnard Transit Center at 201 E. Fourth Street (Agreement No. 8646-19-CD); and
2. Approve the appropriation of $9,790 from TDA Transportation Fund 213 to fund the trade services agreement for the balance of the fiscal year 2018-2019.

BACKGROUND

The Purchasing Agent issued a request for bids No. DS 19-56 on February 28 for custodial services at the Oxnard Transit Center (OTC) at 201 E. Fourth Street. The OTC operates 365 days a year as the center for train and bus service to the region. The building is open every day from 6:00 a.m. to 10:00 p.m. During the workweek the custodian starts at 5:00 a.m. The request for bids had two options, a full-service contract price (Service Level 1), and a labor-only contract price (Service Level 2). The new contract reduces the hours for custodial services to save money but is intended to maintain the same level of cleanliness. One custodian is on site Monday through Friday from 5:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., and Saturday and Sunday from 6:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m. Emergency cleaning services are billed at a separate rate. The City received 2 bids by the March 21 due date, and 2 were responsive. The selected bidder, Joranda Marketing Inc., provided the lowest responsible and responsive bid. Joranda Marketing, Inc. is the company of the current vendor doing business as (dba) Jan-Pro Cleaning Systems Central Coast. It has changed its dba name to Jan-Pro Central Coast for this bid.

The low bidder's rate is $30.46 per hour, and emergency service is $55.00 per hour. The annual cost would not exceed $125,000. The current vendor's projected cost for Fiscal Year 2018-19 is $163,177. The reduced cost with the new contract is due to the reduced hours of service. There is no emergency service charge in the current contract (Agreement No. A-7846). The annual savings are projected to be $38,177 in the first year. The vendor's hourly wage rate would be adjusted annually on July 1 for increases in the living wage.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total estimated cost of the agreement is $375,000. The estimated cost for the first year is $125,000. The not-to-exceed amount each year is also $125,000. To fund the Fiscal Year (FY) 2018-19 annual costs, additional funding in the amount of $9,790 will be required to fund the balance of the FY 2018-19 contract. The appropriation will be appropriated to TDA Fund-Oxnard Transportation Center Professional Contract (Account 213-3110-803.82-09). The projected FY 2018-19 ending unassigned fund balance of TDA LTF4 Fund 213 is $481,426, net of this recommendation. The anticipated cost of the remaining years of the agreement will be requested in the budget process of FY19-20, FY20-21, and FY 2021-22.

The OTC does not receive General Fund revenue. Funding for the OTC operations and maintenance is provided in part by the Gold Coast Transit District (GCTD) through an annual claim. The City submits a claim for State of California Transportation Development Act (TDA) funds for the OTC operating budget (Fund 213). The FY 2018-19 claim for Article 4 Local Transportation Funds was $535,351, which included an amount for bus bench maintenance. The claim amount is established by a formula with annual adjustments. Other revenue sources for the OTC operations are rents (lease revenues) and utility pro-rata share payments from tenants. The FY 2018-19 adopted budget for lease revenues (which includes utility share payments) is $224,191.

Prepared by: Cynthia Daniels, Project Manager

ATTACHMENTS

1. Attachment A - Trade Services Agreement
2. Attachment B - Budget Appropriation
3. Presentation Oxnard Transit Center Custodial Contract

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: Julyne 1, 2019

(2) Vendor: Joranda Marketing, Inc. dba Jan-Pro Central Coast

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

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein

(5) Agreement Ending Date: May 31, 2022

(6) Total Agreement Amount: $375,000, not to exceed $125,000 annually

(7) City's Project Manager: Cynthia Daniels

(8) Vendor's Project Manager: Greg Ibsen

(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:	*FOR CITY:*
1445 Donlon St., Suite 2 Ventura, CA 93003 Attn: Greg Ibsen, President ~~Ventura, CA 93003~~ ~~Oxnard, CA 93030~~ ~~Attn: Greg Ibsen, President~~	~~300 West Third Street~~Community Development Department 214 South C Street ~~Oxnard, CA 93030~~ Attn: Cynthia Daniels, Project Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
Greg Ibsen, President	Cynthia Daniels, Project Manager
Greg.ibsen@jan-pro.com	Cynthia.daniels@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-B)

DRAFT

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:

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. Hold Harmless, Defense and Indemnity.

b. 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.

c. 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.

d. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

b. 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 $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

c. 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.

d. 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.

e. 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.

f. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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.

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

69. 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.

70. 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.

71. 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.

72. 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.

73. 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.

74. 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.

75. 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.

76. 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. 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

~~[VENDOR]~~**Joranda Marketing Inc. dba Jan-Pro Central Coast**

Tim Flynn, Mayor[1] Date

~~[name] ,~~ Greg Ibsen, ~~[title]~~[2] President[3] Date

Alexander Nguyen, City Manager

Lisa Boerner, Purchasing Manager

[name] , Buyer

~~[name] , [title]~~ Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must 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.~~

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

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

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

SCOPE OF SERVICES EXHIBIT

1. 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 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, and 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, landscaped areas)
v. Clean dirt and debris, including bird droppings from exterior building and exterior directional signs within reach.

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 #37-601 (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.

ii. Contractor is responsible for supplying Material Safety Data Sheets (MSDS) 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.
ii. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
iii. Engage in horseplay or loud boisterous behavior.
iv. Be under the influence of alcohol or drugs.
v. Gamble.
vi. 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
ix. 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 each employee 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.
a.
a.

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 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 Cityprovide 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 above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Cost per Staff Hour	Cost per Staff Hour for Special Requests/ Emergency Cleaning
$30.46	**$55.00**

For cClarity a staff-hour is defined as "a unit of one hour's work by one person".

The Contractor will be allowed to charge additional fees as mutually agreed upon by the City and Contractor in advance for Special Requests not specified under in this agreement contract. The City will notify Contractor to these special needs in writing.

INSURANCE EXHIBIT

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. **8646-19-CD**
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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT	 $1,000,000

SAMPLE

					DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER**				

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. .8646-19-CD
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 $_____ 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.8646-19-CD
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. 8646-19-CD
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 $15.67 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, 2018

82. b. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

c. 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.

d. 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.

e. 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.

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

PREVAILING WAGES EXHIBIT

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.

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.

Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

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.

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.

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.

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.

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.

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

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.

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

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.

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

The OTC is a multi-modal transportation facility and is open every day of the year (365 days per year), including City holidays.

Custodial staffing needs at the Oxnard Transit Center consist of one custodian to be on site Monday through Friday from 5:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., and Saturday and Sunday from 6:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., seven (7) days a week. Contractor shall not bill the City for any of their employee's meal period.

General Information

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Accounts and Amou

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Approvals

The Department Direc

REQUEST FOR BUDGET APPROPRIATION
Instructions

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a project budget or a new project.

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individual. The **Date** is a formula that enters the date the form is prepared.

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out by fund and by revenues and expenditures within each fund.

Enter the name of the fund and the fund number in parenthesis, example:
General Fund (101)

In the space indicated, enter the program name or project name and number with the
number in parenthesis. If a project number is not available, enter (N/A). Example:
Highway 101 - Rice Interchange (873114)

In the space indicated, enter the account code. Please use a valid code. Contact Finance
for assistance. Example:
354-9718-826.84-02

In the space indicated, enter the account name (it is not necessary to enter the group part of
the name). Example:
Photocopy Charges
It is not necessary to enter "Other Services" first.

In the amount column for each account, enter an increase as a positive and a decrease as a
negative amount. This is true for both revenues and expenditures.

for each new account. Please use the insert command to add above the sub-total line.
t all added lines are in the sum range.

lude revenues, you may delete that section, however, please verify that the Net Change
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te the entire fund section and adjust the Net Appropriation Change formula which should
nditure sub-totals.

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line. Again, please verify the formula picks up the new fund amounts which equal the
b-totals.

ctor or designee is responsible for signing the ABA.

REQUEST FOR BUDGET APPROPRIATION

Department: Community Development **Date:** June 18, 2019

Project/Program Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

Appropriate funding for one month of services for new custodial contract at the Oxnard Transit Center, Agreement No. 8646-19-CD.

Accounts and Descriptions		**AMOUNT**
Fund: 213 - TDA/LTF4-TRANS. FUND-99400c		
Expenditures/Transfers Out		
Transportation - OTC Operations		
213-3110-803-8209	Svcs-Other Prof/Contract	9,790
	Sub-total Expenditures	9,790
	Net Change to Fund Balance	**(9,790)**
	Net Appropriation Change	**9,790**

Approvals

Department Director _____

Jeffrey Lambert

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Award of Trade Services Agreement for New Custodial Services for Oxnard Transit Center

Jeffrey Lambert, Community Development Director
Community Development Department

Public Works & Transportation Committee
May 28, 2019

BACKGROUND

- Request for bids No. DS 19-56 on February 28 for custodial services at the Oxnard Transit Center (OTC).
- New contract reduces the hours for custodial services to save money but is intended to maintain the same level of cleanliness.
- Annual cost would not exceed $125,000. The current vendor's projected cost for Fiscal Year 2018-19 is $163,177.
- The annual savings are projected to be $38,177 in the first year.

FINANCIAL IMPACT

- Total estimated cost of the agreement is $375,000.
- $9,790 required to fund the balance of the FY 2018-19 contract.
- Projected FY 2018-19 ending unassigned fund balance is $481,426
- Funding for OTC operations and maintenance is provided in part by the Gold Coast Transit District (GCTD) through an annual claim.
- FY 2018-19 claim for Article 4 Local Transportation Funds was $535,351
- FY 2018-19 adopted budget for lease revenues is $224,191.

RECOMMENDATION

That the Public Works and Transportation Committee recommend to the City Council:

1. Award of a trade services agreement to Joranda Marketing Inc. doing business as (dba) Jan-Pro Central Coast in the amount of $375,000 for three years of custodial services at the Oxnard Transit Center at 201 E. Fourth Street (Agreement No. 8646-19-CD); and
2. Approve the appropriation of $9,790 from TDA Transportation Fund 213 to fund the trade services agreement for the balance of the fiscal year 2018-2019.

CITY OF OXNARD CALIFORNIA

Questions?