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

CITY OF OXNARD CALIFORNIA

AMENDED AGENDA

C. Closed Session – Item 2 Added
M. Reports – Item 6 Certificates of Sufficiency (3) Initiative Petitions Added
M. Reports – Item 7 Action on Certified Initiative Measures Added

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Meeting Location: Council Chambers, 305 West Third Street
May 21, 2024
Closed Session - 5:30 PM
Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 862 2994 7179
3. Passcode: 229710

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

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

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

   a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA

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

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION (5:30 PM)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
   Property: 407 West Hueneme Road, Oxnard, CA (APN 222-0-082-595 and 222-0-082-585)
   Agency Negotiator: Emilio Ramirez, Housing Director
   Negotiating Party: Camille Gurrola; MEXICA GRECO/MEXICA 1978 BYPASS
   Under Negotiation: Price and Terms of Payment
   Legislative Body: City Council

2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
   Agency designated representatives: Ashley Golden, Assistant City Manager, and Jason Benites, Police Chief
   Employee organization: Oxnard Peace Officers Association (OPOA)
   Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Week of May 19 - 24, 2024 as "Public Works Week."

2. SUBJECT: Presentation of a Proclamation Designating May 27, 2024 as "Memorial Day."

3. SUBJECT: Presentation of a Proclamation Designating the Month of May 2024 as "Mental Health Awareness Month."

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

1. City Attorney Department

SUBJECT: Resolution in the Matter of Support for Senate Bill 1137 (2022), Phasing Out Oil and Gas Production in California.

RECOMMENDATION: That the City Council consider adopting a resolution in the matter of support for phasing out oil and gas production in California. (CFROG - Climate First: Replacing Oil & Gas Resolution)

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the April 30, 2024, regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Finance Department
SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances.
RECOMMENDATION: That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of March 2024.

(This item did not originate in Committee)
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

3. Community Development Department
SUBJECT: Fore Property Development Agreement Amendment; Planning and Zoning (PZ) Permit No. 24-670-01; Located at 2700 and 2750 North Ventura Road (APN 132-0-100-595).
RECOMMENDATION: That the City Council adopt Ordinance No. 3045: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE THIRD AMENDMENT TO DEVELOPMENT AGREEMENT NO. 7113 (PLANNING AND ZONING PERMIT NO. 24-670-01) LOCATED ON THE PROPERTIES AT 2700 AND 2750 NORTH VENTURA ROAD STREET (APN 132-0-100-595). FILED BY RIVERPARK APARTMENTS OWNER, LLC 1741 VILLAGE CENTER CIRCLE, LAS VEGAS, NV 89134.
Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

4. Housing Department
SUBJECT: Mobile Home Park Rent Stabilization System Annual Activity Report for 2023.
RECOMMENDATION: That the City Council receive and file the 2023 Annual Activity Report for the Mobile Home Park Rent Stabilization System, as adopted by the Mobile Home Park Rent Review Board.

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Emilio Ramirez, (805) 385-8094

5. Police Department
SUBJECT: First Amendment to Agreement with InterTalk Critical Information Systems.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment to Agreement (contract A-8195) with InterTalk Critical Information Systems in the amount of $243,778.00 for a not to exceed contract amount of $968,192.00.
Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

6. City Attorney Department
SUBJECT: Adoption of Ordinance No. 3044 Adding Public Areas to Regulations on Camping.
RECOMMENDATION: That the City Council adopt Ordinance 3044 titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 7-319 OF THE OXNARD CITY CODE ADDING PUBLIC AREAS TO REGULATIONS ON CAMPING.
Legislative Body: City Council
Contact: Stephen Fischer, (805) 385-7483

7. Housing Department

SUBJECT: United States Department of Housing Urban Development's (HUD) Choice Neighborhoods Planning Grant Application.

RECOMMENDATION: That the City Council Authorize:

1. The City of Oxnard to participate as a co-applicant in a Choice Neighborhoods Planning Grant Application with the Housing Authority of the City of Oxnard;
2. The City Manager, or his designees, to enter into a Memorandum of Understanding with the Housing Authority of the City of Oxnard;
3. The use of $250,000 from the Community Development Block Grant Fund as a match for the Choice Neighborhoods Grant Application in Fiscal Year 2024-25;
4. The City Manager, or his designees, to fund new budget appropriations from the existing Community Development Block Grant appropriation; and,
5. The City Manager, or his designees, to execute all agreements, letters and forms necessary for the submission of the grant application, so long as it does not increase the amount of funds awarded or modify the project.

That the Board of Commissioners Authorize:

1. The Executive Director, or his designee, to submit a Choice Neighborhoods Planning Grant Application;
2. The Executive Director to enter into a Memorandum of Understanding with the City of Oxnard;
3. The use of $250,000 from the Housing Authority's Central Fund as a match for the Choice Neighborhoods Planning Grant; and
4. The Executive Director, or his designees, to execute all agreements, letters and forms necessary for the submission of the grant application, so long as it does not increase the amount of funds committed or modify the project.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video:
Legislative Body: City Council and Oxnard Housing Authority
Contact: Emilio Ramirez, (805) 385-8094

L. PUBLIC HEARINGS

1. Public Works Department

SUBJECT: Public Hearing for an Ordinance Granting the Renewal of the Crimson California Pipeline, L.P. Franchise Agreement to Operate and Maintain a Petroleum Pipeline. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the uncodified ordinance to renew the franchise agreement with Crimson California Pipeline, L.P.;
2. Consider any testimony or objections to the franchise agreement and introduce by title only and waive further reading of an uncodified ordinance titled:

UNCODIFIED ORDINANCE OF THE CITY OF OXNARD GRANTING THE RENEWAL OF THE CRIMSON CALIFORNIA PIPELINE, L.P. FRANCHISE AGREEMENT TO OPERATE

AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD.

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

Please click the following link to view the required Measure M pre-recorded presentation video:
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

M. REPORTS

1. Public Works Department
SUBJECT: Fiscal Year 2024-25 Utility Ratepayers Assistance Program (Project Assist). (15 minutes)
RECOMMENDATION: That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2024-25 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2024-25; and

2. Authorize staff to fund Project Assist in Fiscal Year 2024-25 by utilizing $241,500 in late penalties from City utility customers.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/5EOvBo7hY8o
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Amendments to Agreements A-8339, A-8340, A-8341, A-8342, and A-8483 with Mariposa Landscapes, Inc. for Landscape Maintenance Services for Citywide General Fund Parks. (15 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the:

1. Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $475,000 to $615,000 in Region 1;
2. Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $430,000 to $561,000 in Region 2;
3. Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $950,000 to $1,249,000 in Region 3;
4. Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $550,000 to

$714,000 in Region 4; and
5. Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $758,919 to $1,036,880.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/i2-uVRkkkug
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways. (15 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the:

1. Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,415,000 to $3,272,000 in Region 1;

2. Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,535,000 to 3,423,000 in Region 2; and

3. Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,575,000 to $3,272,000 in Region 3.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/DdCTUtrkXM0
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Trade Services Agreement 32500001 with SCA of CA, LLC for Citywide Street Sweeping Services. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with SCA of CA, LLC for a not to exceed amount of $10,250,000 for a one-year term ending June 30, 2025, with an option to extend for four additional one year terms for a final expiration of June 30, 2029, for citywide street sweeping services, alleyways, parking lots, parking structures and city facilities.

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

Please click the following link to view the required Measure M pre-recorded presentation

video: https://youtu.be/INlGNEWK1so
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Housing Department
SUBJECT: Declaration of three parcels in Downtown Heritage Square as Surplus Land. (10 minutes)
RECOMMENDATION: That the City Council adopt a resolution:

1. Declaring the following as surplus property and no longer necessary for the City's use:

a. 731 South A Street (Heritage Square Hall, "Chapel");
b. 715 South A Street (Perkins Pump House, "Visitor's Center"); and
c. 720 South B Street (Maulhardt Storehouse, "Winery").

2. Finding that the adoption of the resolution does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060 (c), (2) (3);15061 (b) (3);15064 (d) (3); 15378 (a)).

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fflcRcAvJwE
Legislative Body: City Council
Contact: Emilio Ramirez, (805) 385-8094

6. City Clerk Department
SUBJECT: Certificates of Sufficiency of Signatures for Three Initiative Petitions.
RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark), receive and file the certificates of sufficiency for the following three initiatives:

1. "Repeal of Community Facilities No. 5 (RiverPark) Special Taxes";
2. "Limitations on Uses of Special Taxes for Community Facilities District No. 5 (RiverPark)"; and
3. "Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark)".

Legislative Body: City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark)
Contact: Rose Chaparro, (805) 385-7805

7. City Attorney Department
SUBJECT: Consideration of Action on Certified Initiative Measures Titled:
1. "Repeal of Community Facilities No. 5 (RiverPark) Special Taxes;"
2. "Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark);" and
3. "Limitations on Uses of Special Taxes for Community Facilities District No. 5 (RiverPark)."

RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark) of the City of Oxnard:

1. For each initiative certified to date as sufficient by the City Clerk, either:
   a) adopt the ordinance
   b) call an election, or
   c) order a report pursuant to Elections Code Section 9212; and

2. If calling the election, adopt resolution(s) ordering consolidation with the November 5, 2024 statewide election and requesting the County Clerk conduct the election and authorize the Board of Supervisors to canvass the returns.

Legislative Body: City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark)

Contact: Stephen Fischer, (805) 385-7483

N. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

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

DATE: May 21, 2024

TO: City Council

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

SUBJECT: Resolution in the Matter of Support for Senate Bill 1137 (2022), Phasing Out Oil and Gas Production in California.

RECOMMENDATION

That the City Council consider adopting a resolution in the matter of support for phasing out oil and gas production in California. (CFROG - Climate First: Replacing Oil & Gas Resolution)

BACKGROUND

At the February 20, 2024, City Council meeting, Councilmember Valenzuela asked that an item be scheduled for City Council discussion regarding a request from youth in the Environmental Voices Academy of the group Climate First: Replacing Oil & Gas (CFROG) for a resolution concerning the 3,200-foot setback of oil and gas wells from sensitive uses. The 3,200-foot setback was one element of Senate Bill 1137 (SB 1137), which was passed by the California Legislature during the 2022 legislative session and signed into law by Governor Newsom. SB 1137 would enact several new regulations on the oil and gas industry in California. The law is on hold until a veto referendum is decided at the coming election of November 5, 2024.

SB 1137 would require all oil or gas production facilities or wells within a "health protection zone" to comply with new regulations. Health protection zones are defined in the bill as areas within 3,200 feet of a sensitive receptor. Sensitive receptors include residences, education facilities, daycare centers, colleges and universities, community resource centers, health care facilities, live-in housing, prisons and detention centers, and any building housing a business open to the public. The resolution proposed by the CFROG Environmental Voices Academy and Councilmember Valenzuela is attached for City Council discussion and consideration.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. Oxnard City Council_ CFROG Phasing Out Oil Drilling Resolution (Agenda format)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
IN THE MATTER OF SUPPORT FOR PHASING OUT
OIL AND GAS PRODUCTION IN CALIFORNIA
CFROG - CLIMATE FIRST: REPLACING OIL & GAS RESOLUTION

WHEREAS, California is the nation's seventh-largest oil-producing state, producing over 150 million barrels of oil per year, refining around 500 million barrels of oil per year,[1] and estimated to contain half of the nation's heavy oil; and

WHEREAS, nearly 7.5 million Californians[2] live within one mile of an active oil or gas site, and over 2.7 million Californians[3], disproportionately people of color, live within 3,200ft of an oil or gas well; and

WHEREAS, Ventura County is the third-largest producer[4] of oil and gas in California with more than 8,000 Ventura County residents[5] living within 2,500 feet of an oil well, and approximately 60 percent of those residents are Latino; and

WHEREAS, if current fossil fuel production rates stay constant, scientists predict[6] that irreversible effects of climate change will be visible before 2050 and as early as the next decade, years before California Governor Newsom's current plan to phase out fossil fuel production; and

WHEREAS, climate change predominantly fueled by burning fossil fuels has already intensified unprecedented natural disasters, devastating storms, historic droughts, wildfires, and extreme heat which are affecting Oxnard citizens' physical and mental health; and

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[1] Oil Supply Sources To California Refineries. (2021). Retrieved from https://www.energy.ca.gov/data-reports/energy-almanac/californias-petroleum-market/oil-supply-sources-california-refineries

[2] Ferrar, K. People and production: Reducing risk in California extraction. (2020). Retrieved from https://www.fractracker.org/2020/12/people-and-production/#top

[3] Ferrar, K. Implications of a 3,200-Foot Setback in California. (2022) Retrieved from https://www.fractracker.org/2022/04/implications-of-a-3200-foot-setback-in-california/

[4] Oil & Gas Activity in Ventura County, CA. Retrieved on November 15, 2023 from https://www.shalexp.com/california/ventura-county

[5] Attorney General Bonta Files Brief in Defense of Ventura County Policies to Protect Communities from Harmful Effects of Oil and Gas Drilling. (2022). Retrieved from https://oag.ca.gov/news/press-releases/attorney-general-bonta-files-brief-defense-ventura-county-policies-protect#:~:text=In%20Ventura%20County%2C%20more%20than,gas%20drilling%20are%20well%20established.

[6] Intergovernmental Panel on Climate Change. *Climate Change 2023 Synthesis Report.* (2023). Retrieved from https://www.ipcc.ch/report/ar6/syr/downloads/report/IPCC_AR6_SYR_SPM.pdf

WHEREAS, by the mid-21st century, researchers project that the number of days with a heat index over 100°F will double and days with an index of 105°F will triple nationwide[7] due to climate change; and

WHEREAS, the Centers for Disease Control and Prevention has found that children, older adults, pregnant people, athletes, and outdoor workers are more vulnerable to heatwaves[8]; and

WHEREAS, if state regulators do not reduce oil and gas emissions, California will not meet its legislative mandate[9] of lowering greenhouse gas emissions to 40 percent below 1990 levels by 2030; and

WHEREAS, on September 16, 2022, California Governor Newsom signed legislation[10] into law that will introduce 3,200-ft setback buffer zones between new oil wells and sensitive sites like homes, schools, and hospitals; and

WHEREAS, on February 6, 2023, California's oil and gas regulatory agency, CalGEM, suspended implementation of the 3,200-ft setback buffer zones rule after the oil industry qualified a ballot measure challenging the setbacks rule that will be voted on by all Californians in November 2024; and

WHEREAS, areas of the Oxnard Plain that surround neighborhoods contain many wells near people's homes, the California Council on Science and Technology[11] recommendation of a health and safety buffer zone between sensitive sites and oil and gas wells, which cites studies on the harms oil drilling poses to human health should be adhered to; and

WHEREAS, 352,782[12] students in California, predominantly from Black, Indigenous, and Latinx communities, attend school within one mile of an oil and gas well; and

WHEREAS, frontline communities residing in Ventura County are disproportionately harmed[13] by climate change and environmental impacts, including significantly worse air pollution, causing residents to develop asthma, heat island effect, and elevated infectious diseases; and

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[7] Heat Waves and Climate Change | Center for Climate and Energy Solutions. Retrieved from https://www.c2es.org/content/heat-waves-and-climate-change/

[8] Centers for Disease Control and Prevention. Heat and Health Tracker. (2024). Retrieved from https://ephtracking.cdc.gov/Applications/heatTracker/

[9] *Governor Brown establishes most ambitious greenhouse gas reduction target in North America.* (2015). Retrieved from https://www.ca.gov/archive/gov39/2015/04/29/news18938/index.html

[10] Bill Status - SB-1137 Oil and gas: operations: location restrictions: notice of intention: health protection zone: sensitive receptors. (2022). Retrieved from https://leginfo.legislature.ca.gov/faces/billStatusClient.xhtml?bill_id=202120220SB1137

[11] California Council on Science and technology. (2015). *An Examination of Hydraulic Fracturing and Acid Stimulations in the Oil and Gas Industry* [Ebook]. Retrieved from https://ccst.us/wp-content/uploads/2015SB4-v2ES.pdf

[12] Ferrar, K. People and production: Reducing risk in California extraction. (2021). Retrieved from https://www.fractracker.org/a5ej20sjfwe/wp-content/uploads/2014/11/Fractracker_SchoolEnrollmentReport_11.17.14.pdf

[13] SB 535 Disadvantaged Communities Map (2022). Retrieved from https://experience.arcgis.com/experience/1c21c53da8de48f1b946f3402fbae55c/page/SB-535-Disadvantaged-Communities/

WHEREAS, children are more vulnerable to the diseases caused by poor air quality[14] because they spend more time outside, have immature/developing lungs, and breathe in more per body weight; and

WHEREAS, Ventura County has 2,367 orphan and idle wells[15], with hundreds surrounding the City of Oxnard in the Oxnard Plains, that leak methane and other pollutants at an average of 67 percent; and

WHEREAS, the cost for cleaning up all idle and orphan wells in Ventura County is estimated at $776 million and has the potential to create over 1,800 jobs[16], but the current funds available from oil operators is significantly inadequate[17], posing a major threat to taxpayers; and

WHEREAS, On September 1, 2023, the State of California Legislature endorsed a Fossil Fuel Nonproliferation Treaty[18], making California the largest global economy to support a global plan to stop fossil fuel expansion and phase out coal, oil, and gas; and

WHEREAS, The City of Oxnard adopted a Climate Action and Adaptation Plan[19] in 2023 to commit to sustainability and to counteract the effects of the climate crisis that residents of Oxnard face; and

WHEREAS, On January 17, 2024, the largest school district in Ventura County, the Oxnard Union High School District, passed a resolution calling for the end of oil drilling in California and urged the state and all local government agencies to take similar action.

NOW, THEREFORE, BE IT RESOLVED, that Oxnard City Council urges Governor Newsom and the Ventura County Board of Supervisors to immediately stop issuing permits for oil & gas production and to accelerate the process of phasing out oil and gas extraction in California through a just transition that protects workers and frontline communities; and

THEREFORE, BE IT FURTHER RESOLVED, that Oxnard City Council implores Governor Newsom's support for 3,200 ft health and safety setback distances between oil extraction and sensitive sites and urges him to do everything in his power to defend these setbacks from efforts to overturn or otherwise undermine them; and

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[14] Danelski, D. (n.d.). *Health: Children are more vulnerable to air pollution effects.* (2013). Retrieved from https://centerforhealthjournalism.org/fellowships/projects/health-children-are-more-vulnerable-air-pollution-effects

[15] Sierra Club. *$23 Billion Question: What created California's orphan and idle well crisis?* (2023) Retrieved from https://www.sierraclub.org/sites/default/files/2023-12/Idle%20Wells%20Report.pdf

[16] Ibid.

[17] Kretzmann, Hollin. *Undercover risks: how Big Oil's 'blanket bonds' jeopardize the environmental and state budgets* (2020). Retrieved from https://www.biologicaldiversity.org/programs/climate_law_institute/pdfs/Undercover-Risks-20-10-21-Blanket-Bond-Report.pdf?_gl=1*11nzlgi*_gcl_au*OTQ5NTQ2Mzg3LjE3MDYwNjA3MzY.

[18] State of California Becomes the Largest Economy to Endorse the Call for a Fossil Fuel Non-Proliferation Treaty. (2023). Retrieved from https://fossilfueltreaty.org/california-assembly

[19] City of Oxnard. *Climate Action and Adaptation Plan.* (2022). Retrieved from https://www.oxnard.org/wp-content/uploads/2023/01/Oxnard-CAAP_2022-12-07_Adopted.pdf

THEREFORE, BE IT FURTHER RESOLVED, that Oxnard City Council urges Governor Newsom and the Ventura County Board of Supervisors to ensure polluters are held accountable for the timely and complete plugging of idle and orphan wells; and

THEREFORE, BE IT FURTHER RESOLVED, that Oxnard City Council will continue to recognize climate change and climate justice as issues of importance to Ventura County; and

THEREFORE, BE IT FURTHER RESOLVED, that Oxnard City Council will continue to transition to renewable energy sources with the urgency that the climate crisis calls for; and

THEREFORE, BE IT FURTHER RESOLVED, that, regarding the November 2024 ballot referendum challenging the 2022 law prohibiting new oil and gas wells near homes, schools, and hospitals (SB 1137), the Oxnard City Council supports upholding SB 1137 and opposes repealing SB 1137, and urges a vote to "Keep the Law."

PASSED AND ADOPTED THIS 21st day of May, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

John C. Zaragoza, Mayor

ATTEST:

_____

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: May 21, 2024

TO: City Council

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the April 30, 2024, regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 04 30 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
April 30, 2024

A. ROLL CALL, POSTING OF AGENDA

At 5:30 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmembers Bert E. Perello and Arthur Valenzuela joined the meeting at 5:35 p.m.

Housing Commissioner Jose Andrade attended the meeting in person and arrived at 5:55 p.m. Housing Commissioner Francisco Vega was absent.

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

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. APPOINTMENT ITEMS (5:30 PM)

1. SUBJECT: Update on Activities of Regional Defense Partnership (RDP).

Gene Fisher, Executive Director at Regional Defense Partnership provided a presentation to Council.

C. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance.

D. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation to Oxnard Union High School, Ocean View, and Oxnard Elementary School Districts for their participation in the 21st Migrant Education Program Regional Speech Debate Tournament.

Mayor Zaragoza read the proclamation and presented it to Dr. Consuelo Hernandez Williams, Associate Superintendent of Student Services and Cynthia Salas, Migrant Education Services Specialist who accepted the proclamation on behalf of the Ventura County Office of Education.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Karla Alejandra, Shari Paquet (Community Safety), Geraldo Vazquez (Oxnard Performing Arts Center), Bill Wellman, California Riffle & Pistol Association (Gun Ownership), Ray Blattel (Assistant City Treasurer & CFO), Rene Aiu (Reel Guppy Outdoors), the following public

speakers spoke about Via Oxnard Apartments: Maria Navarro, Stephanie Lopez, Margarita Martinez, Samuel Salazar, Santiago Rivera, Sergio Manzano, Elba Santiago, Olga Arevalo, Flor Castellanos, Maria D. Santillan, Silvia Anguiano, Rogelio Guerra, and David Franco.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Attorney Department
SUBJECT: Termination of Severe Storms Local Emergency.
RECOMMENDATION: That the City Council adopt a resolution proclaiming the termination of the severe storms local emergency.

No public comments were received.

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

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

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

1. City Clerk Department
SUBJECT: Appointment of Member to Serve on the City's Senior Services Commission.
RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Gloria Maria Postel as an at large member to the Senior Services Commission.

No public comments were received.

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

2. City Clerk Department
SUBJECT: Appointment of Member to Serve on the City's Community Relations Commission.
RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Meaghan Tracy Salas to the Community Relations Commission representing District 6.

No public comments were received.

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

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1 through J-7 were reviewed and discussed among the Council and staff. Item J.2 was pulled from

the agenda. Item J.3 a correction memo was submitted to Council by staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Miguel Hernandez (J.5) and Angela Whitecomb (J.5).

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the April 2, 2024, regular meeting as presented.

2. Police Department – (This item was pulled from the agenda.)
SUBJECT: First Amendment to Agreement with InterTalk Critical Information Systems.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment to Agreement (contract A-8195) for InterTalk Critical Information Systems in the amount of $207,454.00 for a not to exceed contract amount of $956,083.00.
(This item did not originate in Committee).

3. City Manager Department – (Amendment Memo submitted.)
SUBJECT: Approval of FY 24-25 Special Event Support Program Events and Budget.
RECOMMENDATION: That the City Council approve the list of recommended events for the FY 24-25 Special Event Support Program, and approve a minor modification to the policy.

4. Information Technology Department
SUBJECT: Fourth Amendment to Agreement A-8011 with Superion LLC, a CentralSquare Company, for Information Technology Software and Services.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fourth Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of $327,800 for FY24-25 with a new not-to-exceed total agreement amount of $2,398,781 for information technology software and services.

(The Finance and Governance Committee approved 3-0 on April 9, 2024)

5. Public Works Department
SUBJECT: Public Project Agreement 32400485 with SBS Corporation for Durley Park Concession Building Fire Damage Repair Project (Rebid), Specification No. PW 24-33R2.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $347,511 in project funding for the Durley Park Concession Building Fire Damage Repair Project C2327 (Rebid), Specification No. PW 24-33R2;

2. The Mayor to Execute an Agreement with SBS Corporation in the amount of $289,593 with a contingency amount of $28,959 (10%) for a total not to exceed contract amount of $318,522 for the Project;

3. A Project allocation amount of $28,959 (10%) for engineering, inspection, survey, and project management for the Project; and

4. A project budget appropriation from anticipated eligible insurance proceeds in the amount of $139,644 within the General Fund (101) to the Durley Park Concession Building Repairs Project (No. C2327).

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

6. City Manager Department
SUBJECT: Request for Approval of Two New One Time Measure O Projects.
RECOMMENDATION: That the City Council:

1) Approve the following new Measure O project with associated one time appropriation of funding: Water Craft Replacement - $23,107; and
2) Approve the following new Measure O project with associated one time appropriation of funding: Chemical Analyzer - $40,359.

This item will be reviewed by the Measure O Citizen Oversight Committee at their April 25, 2024 meeting.

7. Finance Department
SUBJECT: Monthly Report and Accounting of all Receipts, Disbursements and Fund Balances.
RECOMMENDATION: That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of February 2024.

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

K. REPORTS

1. City Treasurer
SUBJECT: City Treasurer’s Quarterly Investment Report for the Period Ending March 29, 2024.
RECOMMENDATION: That the City Council receive and file the report.

(This item did not originate in Committee.)

Phillip Molina, City Treasurer presented and answered questions. No public comments were received. Report was received and filed, no formal action was required.

2. Fire Department
SUBJECT: Urgent emergency services performed by Toro Enterprises, Inc. to protect properties and city infrastructure regarding the "Sunkist Fire."

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a one-time payment with Toro Enterprises, Inc. (Toro) in the amount of $42,668.00 for urgent on-call services performed, related to the Sunkist Fire.
2. Approve and authorize a one-time budget appropriation from the General Fund's (101) available fund balance to the Fire Department's operating budget in the amount of $42,668.00.

Alexander Hamilton, Fire Chief presented and answered questions. No public comments were received.

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

3. City Attorney Department
SUBJECT: Introduction of Ordinance Amending Oxnard City Code 7-319 Adding Public Areas to Regulations on Camping.
RECOMMENDATION: That the City Council

1. Approve the first reading by title only and waive further reading of **Ordinance No. 3044** titled:

AN ORDINANCE NO. 3044 OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 7-319 OF THE OXNARD CITY CODE ADDING PUBLIC AREAS TO REGULATIONS ON CAMPING.

2. Find that **Ordinance No. 3044** is not subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2) in that the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from CEQA pursuant to Section 15061(b)(3) in that it can be seen with certainty there is no possibility that this ordinance will have a significant effect on the environment.

(This item did not originate in Committee.)

Stephen M. Fischer, City Attorney and Andrew Gonzalez, Deputy City Attorney presented and answered questions. Public comments were received from Angela Whitecomb, Karla Alejandra, and Barbara Macri-Ortiz.

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

4. Housing Department
SUBJECT: Downtown Oxnard Improvement Association Annual Update.
RECOMMENDATION: That the City Council receive and file the Fiscal Year 2023-24 Annual Update and presentation on the Oxnard Downtown Management District.

(This item did not originate in Committee.)

Emilio Ramirez, Housing Director was available to answer questions. Public comments were received from Angela Whitecomb and Abel Magana. Report was received and filed, no formal action was required.

5. Housing Department
SUBJECT: Renewal and Expansion of the Oxnard Downtown Management District.
RECOMMENDATION: That the City Council Adopt **Resolution No. 15,773** of Intent to:

1. Renew and expand the Oxnard Downtown Management District (ODMD), located in downtown Oxnard, the boundaries of which are approximately 1st Street on the north, the railroad tracks and Oxnard Boulevard on the east, 8th Street on the south, and C Street on the west;

2. Levy and collect assessments therein in the amount of $572,250 in fiscal year 2024-25; and

3. Hold a public hearing on July 2, 2024 on said renewal and levy of assessments.

(This item did not originate in Committee.)

Emilio Ramirez, Housing Director presented and answered questions. No public comments were received.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Madrigal, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Valenzuela, and Zaragoza voted in favor; motion passed 5-0-1. Councilmember Basua recused due to her position in the Housing Department with the City of Port Hueneme. Councilmember Teran was absent during this vote.

At 9:46 p.m., City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem MacDonald, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

6. Housing Department
SUBJECT: Acquisition of Real Property 201 South D Street Improved with a Ten-Unit Multifamily Development.
RECOMMENDATION: That the City Council:

1. Find that the recommended actions do not constitute a "project" subject to the California Environmental Quality Act pursuant to Section 21065 and Sections 15004(b)(4) and 15378 of the California Environmental Quality Act Guidelines and, as such, no environmental document pursuant to California Environmental Quality Act is required; and
2. Approve a loan to the Housing Authority of the City of Oxnard in amount not to exceed $3,000,000 from the Community Development Block Grant fund for the acquisition of improved real property located at 201 South D Street plus improvements, transaction fees and related costs, subject to review and approval by the City Attorney.

That the Board of Commissioners:

1. Authorize the Housing Authority of the City of Oxnard to accept a loan from the City of Oxnard in amount not to exceed $3,000,000 to finance the acquisition of improved real property located at 201 South D Street plus improvements, transaction fees and related, and authorize the Executive Director to execute any and all documents necessary to complete the loan, subject to review and approval by the Housing Authority General Counsel; and
2. Authorize the Housing Authority of the City of Oxnard to enter into a purchase and sale agreement for the acquisition of improved real property located at 201 South D Street in an amount not to exceed $2,400,000, subject to an appraisal, and authorize the Executive Director or designee to execute any and all documents necessary to complete the acquisition, including but not limited to the attached purchase and sale agreement, subject to review and approval by the Housing Authority General Counsel.

(This item did not originate in Committee)

Emilio Ramirez, Housing Director presented and answered questions. Public comments were received from Miguel Fernandez and Angela Whitecomb. Written correspondence was submitted by Nicole Doner.

City Council:

Motion by Mayor Pro Tem MacDonald to approve the recommended action, seconded by Councilmember Madrigal; motion carried 5-1 by the following vote: Ayes – Mayor Zaragoza, Mayor Pro Tem MacDonald, Councilmembers Madrigal, Teran, and Valenzuela; Noes - Councilmember Perello. Councilmember Basua was absent.

Board of Commissioners:

Motion by Commissioner Teran to approve the recommended action, seconded by Commissioner Valenzuela; motion carried 6-1 by the following vote: Ayes – Commissioners Andrade, MacDonald, Madrigal, Teran, Valenzuela, and Zaragoza; Noes – Commissioner Perello. Commissioners Basua and Vega were absent.

7. Public Works Department
SUBJECT: **Resolution No. 15,774** of Intent for Ordinance Granting Pipeline Renewal.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,774** of intent ("ROI") to set a public hearing to introduce an uncodified ordinance granting the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard.

(Public Works and Transportation Committee approved 3-0 on April 9, 2024.)

Chelsea Ballot, Deputy City Attorney presented and answered questions. Public comments were received from Lanny Kippes, Operations Manager, Crimson California Pipeline, L.P.

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

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 10:38 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: May 21, 2024

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances.

RECOMMENDATION

That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of March 2024.

(This item did not originate in Committee)

BACKGROUND

California Government Code Section 41004 requires the City Treasurer to submit to the City Clerk and to file with the City's legislative body each month, a written report and accounting of all receipts, disbursements and fund balances. The City of Oxnard's Chief Financial Officer has assumed the responsibility of the City Treasurer for purposes of filing this report and accounting pursuant to California Government Code section 34004 and Oxnard City Code sections 2-176(C) and 2-175.5.

DISCUSSION

The Chief Financial Officer and Finance Department currently post reports to the City's public website showing a detailed accounting of all receipts (revenues), disbursements (expenses) and fund balances on a monthly basis. In addition, the Chief Financial Officer and Finance Staff maintain on the City's public website a link to an interactive financial reporting tool containing a variety of detailed reports as well as a customizable, searchable and downloadable database containing current and historical records of all revenue, expenditures, cash balances and accounts payable transactions. These reports and tools will continue to be made available to the City Council and members of the public; however, this report and accounting is also being submitted to comply with California Government Code section 41004.

Finance Department staff has prepared and the Chief Financial Officer is submitting this report and accounting in compliance with California Government Code section 41004. Note that due to seasonal factors and fluctuations in the timing of inflows and outflows, cash and fund balances can change significantly from month to month. The data provided in these reports and in the online financial reporting tool are unaudited as of the time the reports were created. For audited financial reports, Council and the public should refer to the City's audited Annual Comprehensive Financial Report (ACFR).

The attached Revenue Report lists by fund, and by account within each fund, the fiscal year to date and monthly revenues through March, 2024. The report includes the original fiscal year budget appropriation and the current revised budget as well as the amount of budget remaining and the percent of budget recognized to date. The "Encumbrances" column does not apply to revenues. This report is generated by the City's ERP financial system which recognizes revenue entries as a credit per accounting standards, which is why they appear on the report preceded by a "minus" symbol.

The attached Expense Report lists by fund, and by object code (i.e., expense category) within each fund, the fiscal year to

date and monthly expenses through March, 2024. A list of the City's object codes can be found in the Online Financial Reporting Tool on the City's website at the following link: https://stories.opengov.com/oxnardca/published/kNCq4AYz_

As with the Revenue Report, this report also includes the current year's adopted budget and current revised budget as well as amounts that have been encumbered (committed) against a particular expense object, the amount of budget remaining for the year, and the percent of budget used to date.

The attached Balance Sheet Report lists by fund, and where applicable, by sub-fund, the total assets, liabilities (if any) and fund balance as of the end of the month once all accounting entries for that month have been posted. This report includes the current balance for each account type (asset, liability, fund balance) as well as the change from the prior month. Following the accounting standard of assets = liabilities + equity (equity = fund balance for a city), the normal account balance dictates the sign of the entry: assets are debits (+), liabilities are credits (-), and fund balance either debit or credit with (-) indicating a positive fund balance and (+) indicating a negative fund balance.

Finance Department staff has also prepared the following summary of receipts, disbursements and balances.

SUMMARY REPORT OF RESULTS FOR THE MONTH OF MARCH, 2024:

FUND	RECEIPTS	DISBURSEMENTS	FUND BALANCE
General Fund	$12,782,694.45	$16,212,378.14	$57,371,089.51
Water Operating Fund	$4,512,090.04	$6,314,839.79	$104,492,970.86
Wastewater Operating Fund	$3,259,975.53	$2,041,381.15	$203,298,131.21
Environmental Resources Operating Fund	$3,402,065.59	$4,167,865.56	$17,981,182.52
All Other Funds	$44,220,476.78	$36,112,268.41	$233,525,381.05

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jim Costello, Financial Analyst III

ATTACHMENTS

1. FY2023-24 March Revenue
2. FY2023-24 March Expenses
3. FY 2023-24 March Balance Sheet

YEAR-TO-DATE BUDGET REPORT

MARCH 2024 REVENUE

FOR 2024 09

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND								
1011001 40100	PROPERTY-CURRENT SEC	-37,271,118	-37,271,118	-20,954,408.94	.00	.00	-16,316,709.06	56.2%
1011001 40120	PROPERTY-CURRENT UNS	-1,371,081	-1,371,081	-887,824.40	.00	.00	-483,256.60	64.8%
1011001 40130	PROPERTY-DELINQ UNSE	-42,000	-42,000	-64,111.56	-64,111.56	.00	22,111.56	152.6%
1011001 40140	SUPPLEMENTAL ROLL TA	-542,342	-542,342	.43	.00	.00	-542,342.43	.0%
1011001 40170	RESIDUAL DISTRIB TO	-5,477,350	-5,477,350	-3,595,133.34	.00	.00	-1,882,216.66	65.6%
1011001 40180	INTEREST, PENALTIES	-34,238	-34,238	-179,194.10	-25,033.93	.00	144,956.10	523.4%
1011001 40190	PROP TAX-IN LIEU OF	-24,042,071	-24,042,071	-12,436,516.97	.00	.00	-11,605,554.03	51.7%
1011001 40195	PROPERTY TRANSFER TA	-703,156	-703,156	-297,002.69	-67,975.25	.00	-406,153.31	42.2%
1011001 40200	SALES TAX REVENUE	-51,284,970	-51,284,970	-33,825,772.65	-4,254,080.37	.00	-17,459,197.35	66.0%
1011001 40210	SALES TAX - MEASURE	-57,777,000	-57,777,000	-33,025,110.98	-4,361,029.92	.00	-24,751,889.02	57.2%
1011001 40300	TRANSIENT OCCUPANCY	-5,460,000	-5,460,000	-3,376,559.07	-274,715.79	.00	-2,083,440.93	61.8%
1011001 40400	FRANCHISE FEES	-4,787,122	-4,787,122	-822,110.37	.00	.00	-3,965,011.63	17.2%
1011001 40500	BUSINESS LICENSE FEE	-6,500,000	-6,500,000	-5,908,349.58	-644,468.99	.00	-591,650.42	90.9%
1011001 40600	CANNABIS TAX REVENUE	-320,000	-320,000	-376,250.71	.00	.00	56,250.71	117.6%
1011001 41400	CANNABIS PERMIT FEES	0	0	-17,170.00	-1,190.00	.00	17,170.00	100.0%
1011001 41500	OTHER LICENSE & PERM	-274,298	-274,298	-262,599.71	-46,010.36	.00	-11,698.29	95.7%
1011001 42400	HOMEOWNER PROP TAX R	-234,985	-234,985	-33,681.39	-33,681.39	.00	-201,303.61	14.3%
1011001 42410	STATE MANDATE COST R	-136,025	-136,025	-180,491.25	-125.00	.00	44,466.25	132.7%
1011001 42430	PUBLIC SAFETY AUGMEN	-2,004,487	-2,004,487	-1,279,157.71	-197,698.88	.00	-725,329.29	63.8%
1011001 42440	PAYMENT IN LIEU OF P	-21,852	-21,852	-22,289.22	.00	.00	437.22	102.0%
1011001 43060	MISC PLANNING FEES	-3,429	-3,429	-3,442.18	-982.94	.00	13.18	100.4%
1011001 43230	COURT FINES - NON-TR	-258,502	-258,502	-196,338.30	-43,148.44	.00	-62,163.70	76.0%
1011001 43300	RENTAL REVENUE (SHOR	-141,797	-141,797	-25,047.73	-1,231.43	.00	-116,749.27	17.7%
1011001 43400	DAMAGE REIMBURSEMENT	-3,425	-3,425	-3,417.85	-205.00	.00	-7.15	99.8%
1011001 47000	MISCELLANEOUS REVENU	-135,532	-135,532	-87,558.38	-64,920.93	.00	-47,973.62	64.6%
1011001 47000 T0190	MISCELLANEOUS R	0	0	-606,060.60	-303,030.30	.00	606,060.60	100.0%
1011001 47100	INTEREST INC- INVEST	-952,174	-952,174	-3,849,758.91	-116,930.42	.00	2,897,584.91	404.3%
1011001 47110	OTHER INTEREST INCOM	0	0	2,734.20	517.97	.00	-2,734.20	100.0%
1011001 47120	GAIN/LOSS ON SALE OF	-44,880	-44,880	-7,234.20	-3,130.20	.00	-37,645.80	16.1%
1011001 47300 T0021	DONATIONS AND C	0	0	5,000.00	.00	.00	-5,000.00	100.0%
1011001 47300 T0162	DONATIONS AND C	0	0	-36,761.94	.00	.00	36,761.94	100.0%
1011001 47700	OTHER REIMBURSEMENTS	0	0	-105,701.53	-858.25	.00	105,701.53	100.0%
1011001 47800	SALES OF ASSETS	-126,104	-126,104	-53,793.00	.00	.00	-72,311.00	42.7%
1011001 47910	REVENUES IN SUSPENSE	0	0	.00	73,349.98	.00	.00	.0%
1011001 49200	INDIRECT COST REIMB	-7,846,909	-7,846,909	-5,779,681.48	-641,980.48	.00	-2,067,227.52	73.7%
1011001 49300	TRANSFERS IN	-499,000	-499,000	.00	.00	.00	-499,000.00	.0%
1011201 43260	MISCELLANEOUS FEES	-14,000	-14,000	31,480.82	60,460.82	.00	-45,480.82	-224.9%
1011201 47910	REVENUES IN SUSPENSE	0	0	-61,209.25	-40,977.82	.00	61,209.25	100.0%
1011301 43260	MISCELLANEOUS FEES	-142	-142	.00	.00	.00	-142.00	.0%
1011301 47000	MISCELLANEOUS REVENU	-210	-210	.00	.00	.00	-210.00	.0%

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1011302 47000 MISCELLANEOUS REVENU	-780	-780	.00	.00	.00	-780.00	.0%
1011302 47000 T0152 MISCELLANEOUS R	0	0	-657.60	-600.00	.00	657.60	100.0%
1011501 47000 MISCELLANEOUS REVENU	0	0	-25.00	.00	.00	25.00	100.0%
1011501 47110 OTHER INTEREST INCOM	-1,433	-1,433	-3,008.36	.00	.00	1,575.36	209.9%
1011501 47700 OTHER REIMBURSEMENTS	-1,020	-1,020	-495.49	-290.00	.00	-524.51	48.6%
1011501 49000 TRANSFERS IN (CITY L	-10,404	-10,404	.00	.00	.00	-10,404.00	.0%
1011601 47000 MISCELLANEOUS REVENU	-21,300	-21,300	-13,813.93	-196.47	.00	-7,486.07	64.9%
1011601 49000 TRANSFERS IN (CITY L	-149,261	-149,261	.00	.00	.00	-149,261.00	.0%
1011601 49000 C2034 TRANSFERS IN (C	0	0	.00	-3,121.32	.00	.00	.0%
1011602 49000 TRANSFERS IN (CITY L	-263,458	-263,458	.00	.00	.00	-263,458.00	.0%
1011602 49000 C2034 TRANSFERS IN (C	0	0	.00	16,311.13	.00	.00	.0%
1011611 47000 MISCELLANEOUS REVENU	-39,975	-39,975	-58,583.46	-58,583.46	.00	18,608.46	146.6%
1011611 49000 TRANSFERS IN (CITY L	-46,974	-46,974	.00	.00	.00	-46,974.00	.0%
1011701 47000 MISCELLANEOUS REVENU	0	0	-10.40	.00	.00	10.40	100.0%
1011701 49000 TRANSFERS IN (CITY L	-32,894	-32,894	.00	.00	.00	-32,894.00	.0%
1012111 41500 OTHER LICENSE & PERM	-82,885	-82,885	-37,830.00	-9,135.00	.00	-45,055.00	45.6%
1012111 42420 POST POLICE OFF STD	-30,000	0	-12,544.70	.00	.00	12,544.70	100.0%
1012111 42420 B2302 POST POLICE OFF	0	-30,000	-120,624.76	.00	.00	90,624.76	402.1%
1012111 43000 FALSE ALARM FINE	-289,912	-289,912	58,119.00	25.00	.00	-348,031.00	-20.0%
1012111 43020 STORED VEHICLE RELEA	-251,874	-251,874	.00	.00	.00	-251,874.00	.0%
1012111 43210 PARKING FINES	-1,780,006	-1,780,006	-16,662.63	335.00	.00	-1,763,343.37	.9%
1012111 47000 MISCELLANEOUS REVENU	-5,100	-5,100	.00	.00	.00	-5,100.00	.0%
1012111 47700 OTHER REIMBURSEMENTS	-1,186,736	-1,186,736	-234,382.49	-12,855.72	.00	-952,353.51	19.8%
1012113 43250 MISCELLANEOUS FINES	-51,400	-51,400	247,429.00	625.00	.00	-298,829.00	-481.4%
1012121 47700 OTHER REIMBURSEMENTS	-100,081	-100,081	-128,220.17	-75,977.09	.00	28,139.17	128.1%
1012121 47800 SALES OF ASSETS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012131 43260 MISCELLANEOUS FEES	-132,875	-132,875	-361,765.50	-54,431.50	.00	228,890.50	272.3%
1012131 47000 MISCELLANEOUS REVENU	-5,000	-5,000	-1,002.25	.00	.00	-3,997.75	20.0%
1012501 47700 OTHER REIMBURSEMENTS	-1,245,000	-1,245,000	-124,532.59	-205.89	.00	-1,120,467.41	10.0%
1012501 47700 T0048 OTHER REIMBURSE	0	0	-578,955.91	-147,696.91	.00	578,955.91	100.0%
1012511 41100 FIRE INSPECTION FEES	-300,000	-300,000	-268,716.32	-79,359.36	.00	-31,283.68	89.6%
1012511 41500 OTHER LICENSE & PERM	-200,000	-200,000	-140,354.71	-14,980.85	.00	-59,645.29	70.2%
1012511 43000 FALSE ALARM FINE	0	0	-37,580.63	-2,791.63	.00	37,580.63	100.0%
1012511 47700 OTHER REIMBURSEMENTS	0	0	-366.00	.00	.00	366.00	100.0%
1013001 47300 DONATIONS AND CONTRI	0	0	-450.00	.00	.00	450.00	100.0%
1013101 49000 TRANSFERS IN (CITY L	-1,144,328	-1,144,328	.00	.00	.00	-1,144,328.00	.0%
1013101 49000 C1101 TRANSFERS IN (L	0	0	-526.07	.00	.00	526.07	100.0%
1013101 49000 C1305 TRANSFERS IN (L	0	0	-21,463.37	.00	.00	21,463.37	100.0%
1013101 49000 C1702 TRANSFERS IN (L	0	0	-9,145.90	-5,820.12	.00	9,145.90	100.0%
1013101 49000 C1703 TRANSFERS IN (L	0	0	-23,189.87	-4,872.40	.00	23,189.87	100.0%
1013101 49000 C1803 TRANSFERS IN (C	0	0	-1,372.91	.00	.00	1,372.91	100.0%
1013101 49000 C1809 TRANSFERS IN (L	0	0	-12,842.62	-1,554.52	.00	12,842.62	100.0%
1013101 49000 C1901 TRANSFERS IN (L	0	0	-15,920.73	-3,972.65	.00	15,920.73	100.0%
1013101 49000 C2010 TRANSFERS IN (C	0	0	-113.10	.00	.00	113.10	100.0%

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1013101 49000 C2021 TRANSFERS IN (L	0	0	-9,845.18	-972.32	.00	9,845.18	100.0%
1013101 49000 C2027 TRANSFERS IN (L	0	0	-1,205.21	.00	.00	1,205.21	100.0%
1013101 49000 C2029 TRANSFERS IN (L	0	0	-7,137.12	-680.91	.00	7,137.12	100.0%
1013101 49000 C2042 TRANSFERS IN (L	0	0	-127.64	.00	.00	127.64	100.0%
1013101 49000 C2043 TRANSFERS IN (C	0	0	-3,063.17	-765.58	.00	3,063.17	100.0%
1013101 49000 C2101 TRANSFERS IN (L	0	0	-2,590.89	-259.10	.00	2,590.89	100.0%
1013101 49000 C2102 TRANSFERS IN (C	0	0	-70,705.01	-6,589.92	.00	70,705.01	100.0%
1013101 49000 C2104 TRANSFERS IN (L	0	0	-1,723.41	-86.36	.00	1,723.41	100.0%
1013101 49000 C2111 TRANSFERS IN (C	0	0	-90,507.25	-11,082.95	.00	90,507.25	100.0%
1013101 49000 C2115 TRANSFERS IN (C	0	0	-36,493.58	-4,341.69	.00	36,493.58	100.0%
1013101 49000 C2122 TRANSFERS IN (L	0	0	-723.52	.00	.00	723.52	100.0%
1013101 49000 C2124 TRANSFERS IN (L	0	0	-12,861.28	-638.09	.00	12,861.28	100.0%
1013101 49000 C2205 TRANSFERS IN (C	0	0	-164,310.46	-14,378.92	.00	164,310.46	100.0%
1013101 49000 C2209 TRANSFERS IN (C	0	0	-213,529.53	-32,909.88	.00	213,529.53	100.0%
1013101 49000 C2212 TRANSFERS IN (L	0	0	-336.42	-336.42	.00	336.42	100.0%
1013101 49000 C2215 TRANSFERS IN (L	0	0	-588.54	-252.31	.00	588.54	100.0%
1013101 49000 C2216 TRANSFERS IN (L	0	0	-11,640.14	-4,988.62	.00	11,640.14	100.0%
1013101 49000 C2226 TRANSFERS IN (C	0	0	-27,150.54	-2,683.76	.00	27,150.54	100.0%
1013101 49000 C2227 TRANSFERS IN (L	0	0	-1,532.02	.00	.00	1,532.02	100.0%
1013101 49000 C2228 TRANSFERS IN (C	0	0	-21,469.79	.00	.00	21,469.79	100.0%
1013101 49000 C2231 TRANSFERS IN (L	0	0	-510.56	-255.28	.00	510.56	100.0%
1013101 49000 C2232 TRANSFERS IN (L	0	0	-22,222.44	-13,030.46	.00	22,222.44	100.0%
1013101 49000 C2234 TRANSFERS IN (L	0	0	-3,075.70	-1,543.68	.00	3,075.70	100.0%
1013101 49000 C2236 TRANSFERS IN (L	0	0	-7,156.68	-3,578.34	.00	7,156.68	100.0%
1013101 49000 C2249 TRANSFERS IN (L	0	0	-879.14	-623.86	.00	879.14	100.0%
1013101 49000 C2251 TRANSFERS IN (L	0	0	-2,331.79	-2,245.43	.00	2,331.79	100.0%
1013101 49000 C2255 TRANSFERS IN (L	0	0	-9,607.72	-4,803.86	.00	9,607.72	100.0%
1013101 49000 C2305 TRANSFERS IN (L	0	0	-382.78	-255.14	.00	382.78	100.0%
1013101 49000 C2306 TRANSFERS IN (L	0	0	-241.06	-241.06	.00	241.06	100.0%
1013101 49000 C2312 TRANSFERS IN (L	0	0	-1,933.27	-924.86	.00	1,933.27	100.0%
1013101 49000 C2313 TRANSFERS IN (L	0	0	-510.44	-127.64	.00	510.44	100.0%
1013101 49000 M2210 TRANSFERS IN (L	0	0	-255.14	.00	.00	255.14	100.0%
1013102 43050 PLAN CHECK FEES	-53,624	-53,624	-48,694.00	-6,887.00	.00	-4,930.00	90.8%
1013102 43400 DAMAGE REIMBURSEMENT	-30,000	-30,000	-21,328.85	-206.59	.00	-8,671.15	71.1%
1013102 47700 OTHER REIMBURSEMENTS	-5,625	-5,625	-3,375.00	.00	.00	-2,250.00	60.0%
1013102 49000 TRANSFERS IN (CITY L	-66,000	-66,000	.00	.00	.00	-66,000.00	.0%
1013102 49000 C1301 TRANSFERS IN (L	0	0	-8,798.45	.00	.00	8,798.45	100.0%
1013102 49000 C1302 TRANSFERS IN (L	0	0	-1,228.52	.00	.00	1,228.52	100.0%
1013102 49000 C2005 TRANSFERS IN (L	0	0	-786.37	.00	.00	786.37	100.0%
1013201 47000 MISCELLANEOUS REVENU	-27,500	-27,500	.00	.00	.00	-27,500.00	.0%
1013201 47000 T0019 MISCELLANEOUS R	0	0	-1,176.24	.00	.00	1,176.24	100.0%
1013301 43120 OTHER CONCESSIONS	-134,508	-134,508	-126,973.50	-4,097.50	.00	-7,534.50	94.4%
1013301 43130 LEASED SPACE - CELLU	-124,496	-124,496	-142,816.62	-14,395.70	.00	18,320.62	114.7%
1013301 43210 PARKING FINES	-165	-165	.00	.00	.00	-165.00	.0%

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1013301 43400	DAMAGE REIMBURSEMENT	0	0	-201,324.83	.00	.00	201,324.83	100.0%
1013301 47000	MISCELLANEOUS REVENU	-55,920	-55,920	-5,210.00	-170.00	.00	-50,710.00	9.3%
1013301 47000	T0022 MISCELLANEOUS R	0	0	-54,031.00	.00	.00	54,031.00	100.0%
1013301 49000	C2317 TRANSFERS IN (L	0	0	-674.88	-674.88	.00	674.88	100.0%
1013302 43400	DAMAGE REIMBURSEMENT	-2,500	-2,500	-48,891.92	-557.89	.00	46,391.92	1955.7%
1013302 47000	MISCELLANEOUS REVENU	-15,500	-15,500	-486.72	.00	.00	-15,013.28	3.1%
1013303 47000	MISCELLANEOUS REVENU	-10,000	-10,000	-10,370.70	-106.12	.00	370.70	103.7%
1013401 43400	DAMAGE REIMBURSEMENT	-11,000	-11,000	-37,939.55	-2,724.64	.00	26,939.55	344.9%
1013401 47000	MISCELLANEOUS REVENU	0	0	-480.00	.00	.00	480.00	100.0%
1013801 47250	G2232 CONTRIBUTION FR	0	-300,000	-300,000.00	.00	.00	.00	100.0%
1013801 47250	M2211 CONTRIBUTION FR	0	-1,000,000	-1,000,000.00	.00	.00	.00	100.0%
1014101 41450	CANNABIS PERMIT RENE	0	0	-27,412.00	.00	.00	27,412.00	100.0%
1014101 41500	OTHER LICENSE & PERM	-20,000	-20,000	-84,536.10	-18,255.04	.00	64,536.10	422.7%
1014101 43030	GENERAL PLAN MAINTEN	-250,000	-250,000	.00	.00	.00	-250,000.00	.0%
1014101 43030	M1404 GENERAL PLAN MA	0	0	-590,973.84	-140,005.68	.00	590,973.84	100.0%
1014101 43040	ZONING-SUB FEES STAN	-500,000	-500,000	-273,922.52	-32,821.08	.00	-226,077.48	54.8%
1014101 43050	PLAN CHECK FEES	0	0	-.01	.00	.00	.01	100.0%
1014101 43060	MISC PLANNING FEES	-23,000	-23,000	-13,780.00	-580.00	.00	-9,220.00	59.9%
1014101 43260	MISCELLANEOUS FEES	-2,331	-2,331	-7,631.77	-2,122.35	.00	5,300.77	327.4%
1014101 47700	OTHER REIMBURSEMENTS	-200,000	-200,000	-12,487.84	-1,963.23	.00	-187,512.16	6.2%
1014102 41000	BUILDING PERMIT FEES	-1,358,441	-979,548	-1,120,368.11	-232,027.92	.00	140,820.11	114.4%
1014102 41001	PLUMBING PERMIT FEES	0	-137,969	-135,969.11	-29,506.08	.00	-1,999.89	98.6%
1014102 41002	ELECTRICAL PERMIT FE	0	-160,207	-188,294.98	-34,080.78	.00	28,087.98	117.5%
1014102 41003	HEATING/VENT PERMIT	0	-80,717	-76,345.07	-16,123.93	.00	-4,371.93	94.6%
1014102 41500	OTHER LICENSE & PERM	-201,158	-201,158	-133,852.00	-16,020.00	.00	-67,306.00	66.5%
1014102 43010	INSPECTION FEES	0	0	.00	30,189.20	.00	.00	.0%
1014102 43011	INSPECTION FEES/TRAC	-680,000	-680,000	-418,888.67	-150,718.40	.00	-261,111.33	61.6%
1014102 43012	INSPECTION FEES/ENCR	-216,810	-216,810	-205,849.46	-36,407.54	.00	-10,960.54	94.9%
1014102 43013	INSPECTOR OT REIMBUR	-40,000	-40,000	-76,390.80	-44,646.00	.00	36,390.80	191.0%
1014102 43014	INSPECTION FEES/ENER	-50,417	-50,417	-57,450.77	-18,546.14	.00	7,033.77	114.0%
1014102 43051	PLAN CHECK FEES/BLDG	-1,200,000	-1,200,000	-816,356.87	-94,231.53	.00	-383,643.13	68.0%
1014102 43052	PLAN CHECK FEES/ENGI	-400,000	-400,000	-744,005.60	-70,351.94	.00	344,005.60	186.0%
1014102 43053	PLAN CHECK FEES/ENER	-49,280	-49,280	-72,939.96	-12,310.36	.00	23,659.96	148.0%
1014102 43054	PLAN CHECK FEES/ELEC	-128,625	-128,625	-76,874.47	-4,997.06	.00	-51,750.53	59.8%
1014102 43055	PLAN CHECK FEES/MECH	-35,610	-35,610	-23,440.48	-1,197.97	.00	-12,169.52	65.8%
1014102 43056	PLAN CHECK FEES/PLUM	-67,650	-67,650	-41,811.41	-2,202.77	.00	-25,838.59	61.8%
1014102 43060	MISC PLANNING FEES	-3,842	-3,842	-640.36	.00	.00	-3,201.64	16.7%
1014102 43260	MISCELLANEOUS FEES	-132,000	-132,000	-92,751.60	-12,279.06	.00	-39,248.40	70.3%
1014102 47000	MISCELLANEOUS REVENU	0	0	-.01	.00	.00	.01	100.0%
1014103 43010	INSPECTION FEES	0	0	-1,960.00	.00	.00	1,960.00	100.0%
1014103 43250	MISCELLANEOUS FINES	-88,000	-88,000	278,836.68	.00	.00	-366,836.68	-316.9%
1014103 47000	MISCELLANEOUS REVENU	0	0	-46.42	.00	.00	46.42	100.0%
1015401 43260	MISCELLANEOUS FEES	0	0	-240.00	.00	.00	240.00	100.0%
1015401 43300	RENTAL REVENUE (SHOR	-2,000	-2,000	-1,397.27	-371.82	.00	-602.73	69.9%

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1015402 43250	MISCELLANEOUS FINES	-200	-200	-981.34	-80.00	.00	781.34	490.7%
1015402 47700	OTHER REIMBURSEMENTS	-2,250	-2,250	-657.76	-35.73	.00	-1,592.24	29.2%
1015403 47000	MISCELLANEOUS REVENU	-2,500	-2,500	-2,603.63	-171.55	.00	103.63	104.1%
1015405 43250	MISCELLANEOUS FINES	0	0	-295.97	-25.50	.00	295.97	100.0%
1015405 47000	MISCELLANEOUS REVENU	-1,830	-1,830	-4,240.72	-233.85	.00	2,410.72	231.7%
1015405 47300	DONATIONS AND CONTRI	0	0	-10.00	.00	.00	10.00	100.0%
1015405 47700	OTHER REIMBURSEMENTS	-15,600	-15,600	-13,943.63	-184.95	.00	-1,656.37	89.4%
1015501 43120 T0073	OTHER CONCESSIO	0	0	-202.50	.00	.00	202.50	100.0%
1015501 43300	RENTAL REVENUE (SHOR	-100,000	-100,000	-10,494.00	.00	.00	-89,506.00	10.5%
1015501 43300 T0061	RENTAL REVENUE	0	0	-58,453.87	.00	.00	58,453.87	100.0%
1015501 43300 T0062	RENTAL REVENUE	0	0	-13,635.00	.00	.00	13,635.00	100.0%
1015501 43300 T0078	RENTAL REVENUE	0	0	-400.00	.00	.00	400.00	100.0%
1015501 43300 T0083	RENTAL REVENUE	0	0	-6,558.84	.00	.00	6,558.84	100.0%
1015501 43300 T0092	RENTAL REVENUE	0	0	-3,238.13	.00	.00	3,238.13	100.0%
1015501 43310	LEASE REVENUE (LONG	-105,948	-105,948	.00	.00	.00	-105,948.00	.0%
1015501 43310 T0078	LEASE REVENUE (	0	0	-77,526.90	-8,614.10	.00	77,526.90	100.0%
1015501 44000	YOUTH ADULT SPORTS	-20,000	-20,000	.00	.00	.00	-20,000.00	.0%
1015501 44000 T0073	YOUTH ADULT SPO	0	0	-17,604.82	400.00	.00	17,604.82	100.0%
1015501 44010	RECREATION CLASS FEE	-16,800	-16,800	.00	.00	.00	-16,800.00	.0%
1015501 44010 T0072	RECREATION CLAS	0	0	-588.25	.00	.00	588.25	100.0%
1015501 44010 T0075	RECREATION CLAS	0	0	-15,560.14	-2,376.92	.00	15,560.14	100.0%
1015501 44010 T0076	RECREATION CLAS	0	0	-1,234.50	-80.00	.00	1,234.50	100.0%
1015501 44020	SPECIAL EVENTS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1015501 44020 T0067	SPECIAL EVENTS	0	0	-22,539.19	.00	.00	22,539.19	100.0%
1015501 44020 T0156	SPECIAL EVENTS	0	0	-5,830.00	.00	.00	5,830.00	100.0%
1015501 44030	SEASONAL DAY CAMP	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
1015501 44030 T0080	SEASONAL DAY CA	0	0	-9,782.64	.00	.00	9,782.64	100.0%
1015501 49300	TRANSFERS IN	-85,735	-85,735	.00	.00	.00	-85,735.00	.0%
1015502 44000	YOUTH ADULT SPORTS	-22,000	-22,000	.00	.00	.00	-22,000.00	.0%
1015502 44000 T0090	YOUTH ADULT SPO	0	0	-47,128.84	-2,400.65	.00	47,128.84	100.0%
1015502 44020	SPECIAL EVENTS	-117,912	-117,912	.00	.00	.00	-117,912.00	.0%
1015502 44020 T0068	SPECIAL EVENTS	0	0	-160,857.53	-61,147.42	.00	160,857.53	100.0%
1015502 49300	TRANSFERS IN	-107,673	-107,673	.00	.00	.00	-107,673.00	.0%
1015503 43300	RENTAL REVENUE (SHOR	-2,000	-2,000	.00	.00	.00	-2,000.00	.0%
1015503 44020	SPECIAL EVENTS	-2,500	-2,500	300.00	.00	.00	-2,800.00	-12.0%
1015503 44020 T0063	SPECIAL EVENTS	0	0	-3,302.89	-238.63	.00	3,302.89	100.0%
1015503 44020 T0065	SPECIAL EVENTS	0	0	-2,680.00	.00	.00	2,680.00	100.0%
1015503 47000	MISCELLANEOUS REVENU	-14,000	-14,000	-10,830.00	-1,083.00	.00	-3,170.00	77.4%
1015503 47300	DONATIONS AND CONTRI	0	0	-1,575.00	.00	.00	1,575.00	100.0%
1015511 44020	SPECIAL EVENTS	-56,000	-56,000	-2,100.00	.00	.00	-53,900.00	3.8%
1015511 44020 T0066	SPECIAL EVENTS	0	0	-700.00	.00	.00	700.00	100.0%
1015511 47000	MISCELLANEOUS REVENU	-6,000	-6,000	-2,716.59	.00	.00	-3,283.41	45.3%
1015511 49000	TRANSFERS IN (CITY L	-76,000	-76,000	-19,032.00	.00	.00	-56,968.00	25.0%
1015511 49300	TRANSFERS IN	-1,321,263	-1,321,263	-990,947.25	-110,105.25	.00	-330,315.75	75.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1018101 47000	MISCELLANEOUS REVENU	0	0	-3,500.00	.00	.00	3,500.00	100.0%
1018104 43260	MISCELLANEOUS FEES	0	0	-46,363.02	-3,985.02	.00	46,363.02	100.0%
1018104 47000	MISCELLANEOUS REVENU	0	0	-1,083.54	.00	.00	1,083.54	100.0%
TOTAL GENERAL FUND		-223,970,108	-225,270,108	-139,558,047.89	-12,782,694.45	.00	-85,712,060.11	62.0%
TOTAL REVENUES		-223,970,108	-225,270,108	-139,558,047.89	-12,782,694.45	.00	-85,712,060.11	
104 HALF CENT SALES TAX - MEAS O								
1041001 40200	SALES TAX REVENUE	-19,459,000	-19,459,000	-11,044,199.15	-1,458,295.99	.00	-8,414,800.85	56.8%
1041001 47000	MISCELLANEOUS REVENU	0	0	-5,759.77	-5,759.77	.00	5,759.77	100.0%
1041001 47100	INTEREST INC- INVEST	-93,389	-93,389	-238,618.25	.00	.00	145,229.25	255.5%
1041001 49500	PRINCIPAL PAYMENTS R	-1,768,016	-1,768,016	.00	.00	.00	-1,768,016.00	.0%
1041001 49510	INTEREST PAYMENTS -	-107,673	-107,673	.00	.00	.00	-107,673.00	.0%
TOTAL HALF CENT SALES TAX - MEAS		-21,428,078	-21,428,078	-11,288,577.17	-1,464,055.76	.00	-10,139,500.83	52.7%
TOTAL REVENUES		-21,428,078	-21,428,078	-11,288,577.17	-1,464,055.76	.00	-10,139,500.83	
114 STORM WATER MANAGEMENT FUND								
1141001 49300	TRANSFERS IN	-1,116,778	0	.00	.00	.00	.00	.0%
1141001 49910	TRANSFER IN - STORM	0	-1,116,778	-837,583.50	-279,194.50	.00	-279,194.50	75.0%
1143501 46200	SPECIAL ASSMNT REV-O	-331,445	-331,445	.00	.00	.00	-331,445.00	.0%
1143501 47700	OTHER REIMBURSEMENTS	-2,000	-2,000	-600.00	.00	.00	-1,400.00	30.0%
TOTAL STORM WATER MANAGEMENT FUND		-1,450,223	-1,450,223	-838,183.50	-279,194.50	.00	-612,039.50	57.8%
TOTAL REVENUES		-1,450,223	-1,450,223	-838,183.50	-279,194.50	.00	-612,039.50	
119 PUBLIC SAFETY RETIREMENT FUND								
1191001 40160	PUBLIC SAFETY PROPER	-14,591,225	-14,591,225	-8,926,843.12	-32,793.63	.00	-5,664,381.88	61.2%
TOTAL PUBLIC SAFETY RETIREMENT FU		-14,591,225	-14,591,225	-8,926,843.12	-32,793.63	.00	-5,664,381.88	61.2%
TOTAL REVENUES		-14,591,225	-14,591,225	-8,926,843.12	-32,793.63	.00	-5,664,381.88	
120 MAINT ASSMNT DIST								
20001001 47100	INTEREST INC- INVES	-6,760	0	.00	.00	.00	.00	.0%

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20003801 47000	MISCELLANEOUS REVEN	0	0	-4,871.24	-4,871.24	.00	4,871.24	100.0%
20003801 47100	INTEREST INC- INVES	0	-6,760	4,635.59	.00	.00	-11,395.59	-68.6%
20003801 49000	TRANSFERS IN (CITY	-1,710,179	-1,710,179	-563,529.87	-563,529.87	.00	-1,146,649.13	33.0%
20301001 47000	MISCELLANEOUS REVEN	0	0	-2,741.94	-2,741.94	.00	2,741.94	100.0%
20301001 49300	TRANSFERS IN	-2,710	0	.00	.00	.00	.00	.0%
20303304 47100	INTEREST INC- INVES	-1,056	0	.00	.00	.00	.00	.0%
20303801 46100	SPECIAL ASSMNT REV-	-5,122	-5,122	-403.34	.00	.00	-4,718.35	7.9%
20303801 47100	INTEREST INC- INVES	0	-1,056	-1,978.05	.00	.00	922.05	187.3%
20303801 49920	TRANSFER IN - SP. D	0	-2,710	-2,032.50	-677.50	.00	-677.50	75.0%
21001001 47000	MISCELLANEOUS REVEN	0	0	-851.23	-851.23	.00	851.23	100.0%
21001001 49300	TRANSFERS IN	-790	0	.00	.00	.00	.00	.0%
21003304 47100	INTEREST INC- INVES	-150	0	.00	.00	.00	.00	.0%
21003801 46100	SPECIAL ASSMNT REV-	-22,152	-22,152	-11,574.75	.00	.00	-10,577.63	52.3%
21003801 47100	INTEREST INC- INVES	0	-150	-342.68	.00	.00	192.68	228.5%
21003801 49920	TRANSFER IN - SP. D	0	-790	-592.50	-197.50	.00	-197.50	75.0%
21101001 47000	MISCELLANEOUS REVEN	0	0	-323.70	-323.70	.00	323.70	100.0%
21101001 49300	TRANSFERS IN	-1,083	0	.00	.00	.00	.00	.0%
21103304 47100	INTEREST INC- INVES	-7	0	.00	.00	.00	.00	.0%
21103801 46100	SPECIAL ASSMNT REV-	-6,990	-6,990	-3,747.79	.00	.00	-3,242.21	53.6%
21103801 47100	INTEREST INC- INVES	0	-7	11.16	.00	.00	-18.16	-159.4%
21103801 49920	TRANSFER IN - SP. D	0	-1,083	-812.25	-270.75	.00	-270.75	75.0%
21201001 47000	MISCELLANEOUS REVEN	0	0	-81.86	-81.86	.00	81.86	100.0%
21201001 49300	TRANSFERS IN	-619	0	.00	.00	.00	.00	.0%
21203304 47100	INTEREST INC- INVES	-103	0	.00	.00	.00	.00	.0%
21203801 46100	SPECIAL ASSMNT REV-	-5,873	-5,873	-3,612.69	.00	.00	-2,260.26	61.5%
21203801 47100	INTEREST INC- INVES	0	-103	-447.04	.00	.00	344.04	434.0%
21203801 49920	TRANSFER IN - SP. D	0	-619	-464.25	-154.75	.00	-154.75	75.0%
21301001 47000	MISCELLANEOUS REVEN	0	0	-410.54	-410.54	.00	410.54	100.0%
21301001 49300	TRANSFERS IN	-3,305	0	.00	.00	.00	.00	.0%
21303304 47100	INTEREST INC- INVES	-158	0	.00	.00	.00	.00	.0%
21303801 46100	SPECIAL ASSMNT REV-	-11,082	-11,082	-4,284.52	.00	.00	-6,797.65	38.7%
21303801 47100	INTEREST INC- INVES	0	-158	-350.90	.00	.00	192.90	222.1%
21303801 49920	TRANSFER IN - SP. D	0	-3,305	-2,478.75	-826.25	.00	-826.25	75.0%
21401001 47000	MISCELLANEOUS REVEN	0	0	-503.44	-503.44	.00	503.44	100.0%
21401001 49300	TRANSFERS IN	-4,516	0	.00	.00	.00	.00	.0%
21403304 47100	INTEREST INC- INVES	-288	0	.00	.00	.00	.00	.0%
21403801 46100	SPECIAL ASSMNT REV-	-16,378	-16,378	-8,899.52	.00	.00	-7,478.27	54.3%
21403801 47100	INTEREST INC- INVES	0	-288	-561.09	.00	.00	273.09	194.8%
21403801 49920	TRANSFER IN - SP. D	0	-4,516	-3,387.00	-1,129.00	.00	-1,129.00	75.0%
21601001 47000	MISCELLANEOUS REVEN	0	0	-157.65	-157.65	.00	157.65	100.0%
21601001 49300	TRANSFERS IN	-8,146	0	.00	.00	.00	.00	.0%
21603304 47100	INTEREST INC- INVES	-153	0	.00	.00	.00	.00	.0%
21603801 46100	SPECIAL ASSMNT REV-	-3,893	-3,893	-410.38	.00	.00	-3,482.80	10.5%
21603801 47100	INTEREST INC- INVES	0	-153	-365.26	.00	.00	212.26	238.7%

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21603801 49920	TRANSFER IN - SP. D	0	-8,146	-6,109.50	-2,036.50	.00	-2,036.50	75.0%
22301001 47000	MISCELLANEOUS REVEN	0	0	-28.98	-28.98	.00	28.98	100.0%
22301001 49300	TRANSFERS IN	-2,200	0	.00	.00	.00	.00	.0%
22303304 47100	INTEREST INC- INVES	-27	0	.00	.00	.00	.00	.0%
22303801 46100	SPECIAL ASSMNT REV-	-5,588	-5,588	-3,297.60	.00	.00	-2,290.40	59.0%
22303801 47100	INTEREST INC- INVES	0	-27	-95.57	.00	.00	68.57	354.0%
22303801 49920	TRANSFER IN - SP. D	0	-2,200	-1,650.00	-550.00	.00	-550.00	75.0%
22401001 47000	MISCELLANEOUS REVEN	0	0	-171.10	-171.10	.00	171.10	100.0%
22401001 49300	TRANSFERS IN	-7,182	0	.00	.00	.00	.00	.0%
22403304 47100	INTEREST INC- INVES	-97	0	.00	.00	.00	.00	.0%
22403801 46100	SPECIAL ASSMNT REV-	-18,300	-18,300	-9,973.50	.00	.00	-8,326.50	54.5%
22403801 47100	INTEREST INC- INVES	0	-97	-337.06	.00	.00	240.06	347.5%
22403801 49920	TRANSFER IN - SP. D	0	-7,182	-5,386.50	-1,795.50	.00	-1,795.50	75.0%
22501001 47000	MISCELLANEOUS REVEN	0	0	-201.91	-201.91	.00	201.91	100.0%
22501001 49300	TRANSFERS IN	-508	0	.00	.00	.00	.00	.0%
22503304 47100	INTEREST INC- INVES	-161	0	.00	.00	.00	.00	.0%
22503801 46100	SPECIAL ASSMNT REV-	-19,365	-19,365	-9,113.02	.00	.00	-10,251.66	47.1%
22503801 47100	INTEREST INC- INVES	0	-161	-376.29	.00	.00	215.29	233.7%
22503801 49920	TRANSFER IN - SP. D	0	-508	-381.00	-127.00	.00	-127.00	75.0%
22701001 47000	MISCELLANEOUS REVEN	0	0	-182.61	-182.61	.00	182.61	100.0%
22701001 49300	TRANSFERS IN	-13,019	0	.00	.00	.00	.00	.0%
22703304 47100	INTEREST INC- INVES	-198	0	.00	.00	.00	.00	.0%
22703801 46100	SPECIAL ASSMNT REV-	-5,864	-5,864	-2,209.48	.00	.00	-3,654.19	37.7%
22703801 47100	INTEREST INC- INVES	0	-198	-368.29	.00	.00	170.29	186.0%
22703801 49920	TRANSFER IN - SP. D	0	-13,019	-9,764.25	-3,254.75	.00	-3,254.75	75.0%
22801001 47000	MISCELLANEOUS REVEN	0	0	-329.25	-329.25	.00	329.25	100.0%
22801001 49300	TRANSFERS IN	-2,504	0	.00	.00	.00	.00	.0%
22803304 47100	INTEREST INC- INVES	-1,015	0	.00	.00	.00	.00	.0%
22803801 46100	SPECIAL ASSMNT REV-	-45,162	-45,162	-19,109.18	.00	.00	-26,052.72	42.3%
22803801 47100	INTEREST INC- INVES	0	-1,015	-1,555.46	.00	.00	540.46	153.2%
22803801 49920	TRANSFER IN - SP. D	0	-2,504	-1,878.00	-626.00	.00	-626.00	75.0%
23001001 49300	TRANSFERS IN	-1,827	0	.00	.00	.00	.00	.0%
23003304 47100	INTEREST INC- INVES	-839	0	.00	.00	.00	.00	.0%
23003801 46100	SPECIAL ASSMNT REV-	-10,786	-10,786	-1,795.19	.00	.00	-8,990.41	16.6%
23003801 47100	INTEREST INC- INVES	0	-839	-1,320.92	.00	.00	481.92	157.4%
23003801 49920	TRANSFER IN - SP. D	0	-1,827	-1,370.25	-456.75	.00	-456.75	75.0%
23101001 47000	MISCELLANEOUS REVEN	0	0	-1,662.80	-1,662.80	.00	1,662.80	100.0%
23101001 49300	TRANSFERS IN	-6,654	0	.00	.00	.00	.00	.0%
23103304 47100	INTEREST INC- INVES	-211	0	.00	.00	.00	.00	.0%
23103801 46100	SPECIAL ASSMNT REV-	-98,997	-98,997	-52,260.24	.00	.00	-46,736.80	52.8%
23103801 47100	INTEREST INC- INVES	0	-211	-468.08	.00	.00	257.08	221.8%
23103801 49920	TRANSFER IN - SP. D	0	-6,654	-4,990.50	-1,663.50	.00	-1,663.50	75.0%
23201001 47000	MISCELLANEOUS REVEN	0	0	-252.89	-252.89	.00	252.89	100.0%
23201001 49300	TRANSFERS IN	-3,407	0	.00	.00	.00	.00	.0%

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23203304 47100	INTEREST INC- INVES	-489	0	.00	.00	.00	.00	.0%
23203801 46100	SPECIAL ASSMNT REV-	-2,268	-2,268	-7.56	.00	.00	-2,260.80	.3%
23203801 47100	INTEREST INC- INVES	0	-489	-865.77	.00	.00	376.77	177.0%
23203801 49920	TRANSFER IN - SP. D	0	-3,407	-2,555.25	-851.75	.00	-851.75	75.0%
23301001 47000	MISCELLANEOUS REVEN	0	0	-319.23	-319.23	.00	319.23	100.0%
23301001 49300	TRANSFERS IN	-1,498	0	.00	.00	.00	.00	.0%
23303304 47100	INTEREST INC- INVES	-542	0	.00	.00	.00	.00	.0%
23303801 46100	SPECIAL ASSMNT REV-	-30,435	-30,435	-15,260.96	.00	.00	-15,173.95	50.1%
23303801 47100	INTEREST INC- INVES	0	-542	-878.59	.00	.00	336.59	162.1%
23303801 49920	TRANSFER IN - SP. D	0	-1,498	-1,123.50	-374.50	.00	-374.50	75.0%
23401001 47000	MISCELLANEOUS REVEN	0	0	-921.52	-921.52	.00	921.52	100.0%
23401001 49300	TRANSFERS IN	-4,413	0	.00	.00	.00	.00	.0%
23403304 47100	INTEREST INC- INVES	-755	0	.00	.00	.00	.00	.0%
23403304 49300	TRANSFERS IN	-3,470	0	.00	.00	.00	.00	.0%
23403801 46100	SPECIAL ASSMNT REV-	-60,490	-60,490	-27,915.84	.00	.00	-32,573.85	46.1%
23403801 47100	INTEREST INC- INVES	0	-755	-1,239.60	.00	.00	484.60	164.2%
23403801 49300	TRANSFERS IN	0	-3,470	-2,602.50	-867.50	.00	-867.50	75.0%
23403801 49920	TRANSFER IN - SP. D	0	-4,413	-3,309.75	-1,103.25	.00	-1,103.25	75.0%
23601001 47000	MISCELLANEOUS REVEN	0	0	-1,362.56	-1,362.56	.00	1,362.56	100.0%
23601001 49300	TRANSFERS IN	-24,176	0	.00	.00	.00	.00	.0%
23603304 47100	INTEREST INC- INVES	-1,033	0	.00	.00	.00	.00	.0%
23603801 46100	SPECIAL ASSMNT REV-	-95,231	-95,231	-44,218.02	.00	.00	-51,013.32	46.4%
23603801 47100	INTEREST INC- INVES	0	-1,033	-1,666.95	.00	.00	633.95	161.4%
23603801 49920	TRANSFER IN - SP. D	0	-24,176	-18,132.00	-6,044.00	.00	-6,044.00	75.0%
23701001 47000	MISCELLANEOUS REVEN	0	0	-216.82	-216.82	.00	216.82	100.0%
23701001 49300	TRANSFERS IN	-46,057	0	.00	.00	.00	.00	.0%
23703304 47100	INTEREST INC- INVES	-902	0	.00	.00	.00	.00	.0%
23703801 46100	SPECIAL ASSMNT REV-	-1,103	-1,103	-1,128.75	.00	.00	26.25	102.4%
23703801 47100	INTEREST INC- INVES	0	-902	-1,912.77	.00	.00	1,010.77	212.1%
23703801 49920	TRANSFER IN - SP. D	0	-46,057	-34,542.75	-11,514.25	.00	-11,514.25	75.0%
23801001 47000	MISCELLANEOUS REVEN	0	0	-1,335.95	-1,335.95	.00	1,335.95	100.0%
23801001 49300	TRANSFERS IN	-5,048	0	.00	.00	.00	.00	.0%
23803304 47100	INTEREST INC- INVES	-832	0	.00	.00	.00	.00	.0%
23803801 46100	SPECIAL ASSMNT REV-	-72,617	-72,617	-34,505.46	.00	.00	-38,111.72	47.5%
23803801 47100	INTEREST INC- INVES	0	-832	-1,406.86	.00	.00	574.86	169.1%
23803801 49920	TRANSFER IN - SP. D	0	-5,048	-3,786.00	-1,262.00	.00	-1,262.00	75.0%
23901001 47000	MISCELLANEOUS REVEN	0	0	-3,521.95	-3,521.95	.00	3,521.95	100.0%
23901001 49300	TRANSFERS IN	-46,858	0	.00	.00	.00	.00	.0%
23903304 47100	INTEREST INC- INVES	-1,104	0	.00	.00	.00	.00	.0%
23903801 46100	SPECIAL ASSMNT REV-	-45,638	-45,638	-17,653.27	.00	.00	-27,984.37	38.7%
23903801 47100	INTEREST INC- INVES	0	-1,104	-2,341.28	.00	.00	1,237.28	212.1%
23903801 49300	TRANSFERS IN	0	0	-3,741.00	-1,247.00	.00	3,741.00	100.0%
23903801 49920	TRANSFER IN - SP. D	0	-46,858	-35,143.50	-11,714.50	.00	-11,714.50	75.0%
23911001 49300	TRANSFERS IN	-9,470	0	.00	.00	.00	.00	.0%

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23913304 47100	INTEREST INC- INVES	-438	0	.00	.00	.00	.00	.0%
23913801 46100	SPECIAL ASSMNT REV-	-16,023	-16,023	.00	.00	.00	-16,023.29	.0%
23913801 47000	MISCELLANEOUS REVEN	0	0	-285.60	-285.60	.00	285.60	100.0%
23913801 47100	INTEREST INC- INVES	0	-438	-692.42	.00	.00	254.42	158.1%
23913801 49300	TRANSFERS IN	0	0	-1,359.00	-453.00	.00	1,359.00	100.0%
23913801 49920	TRANSFER IN - SP. D	0	-9,470	-7,102.50	-2,367.50	.00	-2,367.50	75.0%
24001001 47000	MISCELLANEOUS REVEN	0	0	-856.86	-856.86	.00	856.86	100.0%
24001001 49300	TRANSFERS IN	-3,377	0	.00	.00	.00	.00	.0%
24003304 47100	INTEREST INC- INVES	-1,284	0	.00	.00	.00	.00	.0%
24003801 46100	SPECIAL ASSMNT REV-	-30,711	-30,711	-13,457.50	.00	.00	-17,253.61	43.8%
24003801 47100	INTEREST INC- INVES	0	-1,284	-2,223.85	.00	.00	939.85	173.2%
24003801 49920	TRANSFER IN - SP. D	0	-3,377	-2,532.75	-844.25	.00	-844.25	75.0%
24101001 47000	MISCELLANEOUS REVEN	0	0	-422.47	-422.47	.00	422.47	100.0%
24101001 49300	TRANSFERS IN	-1,432	0	.00	.00	.00	.00	.0%
24103304 47100	INTEREST INC- INVES	-417	0	.00	.00	.00	.00	.0%
24103801 46100	SPECIAL ASSMNT REV-	-15,211	-15,211	-6,200.14	.00	.00	-9,010.50	40.8%
24103801 47100	INTEREST INC- INVES	0	-417	-904.87	.00	.00	487.87	217.0%
24103801 49920	TRANSFER IN - SP. D	0	-1,432	-1,074.00	-358.00	.00	-358.00	75.0%
24201001 47000	MISCELLANEOUS REVEN	0	0	-778.74	-778.74	.00	778.74	100.0%
24201001 49300	TRANSFERS IN	-21,434	0	.00	.00	.00	.00	.0%
24203304 47100	INTEREST INC- INVES	-2,994	0	.00	.00	.00	.00	.0%
24203801 46100	SPECIAL ASSMNT REV-	-11,232	-11,232	-2,125.92	.00	.00	-9,106.19	18.9%
24203801 47100	INTEREST INC- INVES	0	-2,994	-4,847.16	.00	.00	1,853.16	161.9%
24203801 49920	TRANSFER IN - SP. D	0	-21,434	-16,075.50	-5,358.50	.00	-5,358.50	75.0%
24301001 47000	MISCELLANEOUS REVEN	0	0	-565.22	-565.22	.00	565.22	100.0%
24301001 49300	TRANSFERS IN	-4,424	0	.00	.00	.00	.00	.0%
24303304 47100	INTEREST INC- INVES	-1,876	0	.00	.00	.00	.00	.0%
24303801 46100	SPECIAL ASSMNT REV-	-5,595	-5,595	-48.12	.00	.00	-5,546.43	.9%
24303801 47100	INTEREST INC- INVES	0	-1,876	-3,610.21	.00	.00	1,734.21	192.4%
24303801 49920	TRANSFER IN - SP. D	0	-4,424	-3,318.00	-1,106.00	.00	-1,106.00	75.0%
24603801 46100	SPECIAL ASSMNT REV-	-40,947	-40,947	-16,213.58	.00	.00	-24,733.25	39.6%
24603801 47100	INTEREST INC- INVES	-1	-1	-3,148.52	.00	.00	3,147.52	******%
24603801 49300	TRANSFERS IN	-10,298	0	.00	.00	.00	.00	.0%
24603801 49920	TRANSFER IN - SP. D	0	-10,298	-7,723.50	-2,574.50	.00	-2,574.50	75.0%
24703801 46100	SPECIAL ASSMNT REV-	-14,531	-14,531	-3,810.29	.00	.00	-10,720.91	26.2%
24703801 47100	INTEREST INC- INVES	29	29	-1,764.76	.00	.00	1,793.76	-6085.4%
24703801 49300	TRANSFERS IN	-2,539	0	.00	.00	.00	.00	.0%
24703801 49920	TRANSFER IN - SP. D	0	-2,539	-1,904.25	-634.75	.00	-634.75	75.0%
24903801 46100	SPECIAL ASSMNT REV-	-22,075	-22,075	-11,667.95	.00	.00	-10,406.55	52.9%
24903801 47100	INTEREST INC- INVES	-44	-44	850.31	.00	.00	-894.31	-1932.5%
24903801 49300	TRANSFERS IN	-221	0	.00	.00	.00	.00	.0%
24903801 49920	TRANSFER IN - SP. D	0	-221	-165.75	-55.25	.00	-55.44	74.9%
25003801 46100	SPECIAL ASSMNT REV-	-9,539	-9,539	-4,375.80	.00	.00	-5,163.68	45.9%
25003801 47100	INTEREST INC- INVES	-25	-25	-394.15	.00	.00	369.15	1576.6%

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25003801 49300	TRANSFERS IN	-21,959	0	.00	.00	.00	.00	.0%
25003801 49920	TRANSFER IN - SP. D	0	-21,959	-16,469.25	-5,489.75	.00	-5,490.07	75.0%
25103801 46100	SPECIAL ASSMNT REV-	-2,924	-2,924	-5,868.72	.00	.00	2,945.07	200.7%
25103801 47100	INTEREST INC- INVES	79	79	-4,626.14	.00	.00	4,705.14	-5855.9%
25103801 49300	TRANSFERS IN	-17,938	0	.00	.00	.00	.00	.0%
25103801 49920	TRANSFER IN - SP. D	0	-17,938	-13,453.50	-4,484.50	.00	-4,484.57	75.0%
25203801 46100	SPECIAL ASSMNT REV-	-7,160	-7,160	-210.24	.00	.00	-6,949.78	2.9%
25203801 47100	INTEREST INC- INVES	-10	-10	-3,534.68	.00	.00	3,524.68	******* %
25203801 49300	TRANSFERS IN	-4,951	0	.00	.00	.00	.00	.0%
25203801 49920	TRANSFER IN - SP. D	0	-4,951	-3,713.25	-1,237.75	.00	-1,237.28	75.0%
25303801 46100	SPECIAL ASSMNT REV-	-1,034	-1,034	-289.53	.00	.00	-743.99	28.0%
25303801 47100	INTEREST INC- INVES	2	2	-123.65	.00	.00	125.65	-6182.5%
25303801 49300	TRANSFERS IN	-158	0	.00	.00	.00	.00	.0%
25303801 49920	TRANSFER IN - SP. D	0	-158	-118.50	-39.50	.00	-39.55	75.0%
25403801 46100	SPECIAL ASSMNT REV-	-7,479	-7,479	-4,088.95	.00	.00	-3,390.33	54.7%
25403801 47100	INTEREST INC- INVES	8	8	-819.26	.00	.00	827.26	******* %
25403801 49300	TRANSFERS IN	-48,915	0	.00	.00	.00	.00	.0%
25403801 49920	TRANSFER IN - SP. D	0	-48,915	-36,686.25	-12,228.75	.00	-12,228.30	75.0%
25503801 46100	SPECIAL ASSMNT REV-	-35,105	-35,105	-18,408.30	.00	.00	-16,696.31	52.4%
25503801 47100	INTEREST INC- INVES	-55	-55	-587.65	.00	.00	532.65	1068.5%
25503801 49300	TRANSFERS IN	-1,214	0	.00	.00	.00	.00	.0%
25503801 49920	TRANSFER IN - SP. D	0	-1,214	-910.50	-303.50	.00	-303.01	75.0%
25803801 46100	SPECIAL ASSMNT REV-	-3,368	-3,368	-114.48	.00	.00	-3,253.56	3.4%
25803801 47100	INTEREST INC- INVES	15	15	-1,959.87	.00	.00	1,974.87	******* %
25803801 49300	TRANSFERS IN	-21,519	0	.00	.00	.00	.00	.0%
25803801 49920	TRANSFER IN - SP. D	0	-21,519	-16,139.25	-5,379.75	.00	-5,379.59	75.0%
26003801 46100	SPECIAL ASSMNT REV-	-17,458	-17,458	-6,940.89	.00	.00	-10,517.53	39.8%
26003801 47100	INTEREST INC- INVES	-20	-20	-505.93	.00	.00	485.93	2529.7%
26003801 49300	TRANSFERS IN	-981	0	.00	.00	.00	.00	.0%
26003801 49920	TRANSFER IN - SP. D	0	-981	-736.00	-245.50	.00	-245.02	75.0%
30401001 47000	MISCELLANEOUS REVEN	0	0	-572.78	-572.78	.00	572.78	100.0%
30401001 49300	TRANSFERS IN	-12,037	0	.00	.00	.00	.00	.0%
30403304 47100	INTEREST INC- INVES	-236	0	.00	.00	.00	.00	.0%
30403801 46100	SPECIAL ASSMNT REV-	-39,446	-39,446	-22,104.70	.00	.00	-17,341.30	56.0%
30403801 47100	INTEREST INC- INVES	0	-236	-442.15	.00	.00	206.15	187.4%
30403801 49920	TRANSFER IN - SP. D	0	-12,037	-9,027.75	-3,009.25	.00	-3,009.25	75.0%
40101001 47000	MISCELLANEOUS REVEN	0	0	-3,268.62	-3,268.62	.00	3,268.62	100.0%
40103101 47100	INTEREST INC- INVES	-740	0	.00	.00	.00	.00	.0%
40103801 46100	SPECIAL ASSMNT REV-	0	-439,898	-193,688.74	.00	.00	-246,209.26	44.0%
40103801 47100	INTEREST INC- INVES	0	-740	-561.73	.00	.00	-178.27	75.9%
40203101 47100	INTEREST INC- INVES	239	0	.00	.00	.00	.00	.0%
40203801 46100	SPECIAL ASSMNT REV-	0	-47,919	-95,838.00	.00	.00	47,919.00	200.0%
40203801 47100	INTEREST INC- INVES	0	239	683.59	.00	.00	-444.59	286.0%
40203801 47300	DONATIONS AND CONTR	0	-15,446	-15,446.00	.00	.00	.00	100.0%

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50801001 47100 INTEREST INC- INVES	-580	0	.00	.00	.00	.00	.0%
50803801 47100 INTEREST INC- INVES	0	-580	.00	.00	.00	-580.00	.0%
60203304 47100 INTEREST INC- INVES	-9,138	0	.00	.00	.00	.00	.0%
60203801 46400 SP.ASSMNT MELLO-ROO	-559,848	-559,848	-320,839.63	.00	.00	-239,008.37	57.3%
60203801 47000 MISCELLANEOUS REVEN	0	0	-3,477.43	-3,477.43	.00	3,477.43	100.0%
60203801 47100 INTEREST INC- INVES	0	-9,138	-16,739.75	.00	.00	7,601.75	183.2%
60403801 46000 SPECIAL ASSMNT REV-	-1,172,111	-1,172,111	-607,046.51	.00	.00	-565,064.49	51.8%
60403801 47000 MISCELLANEOUS REVEN	0	0	-4,843.80	-4,843.80	.00	4,843.80	100.0%
60403801 47100 INTEREST INC- INVES	-20,287	-20,287	-39,271.36	.00	.00	18,984.36	193.6%
60503304 47000 MISCELLANEOUS REVEN	-13,410	0	-952.50	-512.00	.00	952.50	100.0%
60503801 46400 SP.ASSMNT MELLO-ROO	-3,072,565	-3,072,565	-1,684,328.85	.00	.00	-1,388,236.15	54.8%
60503801 47000 MISCELLANEOUS REVEN	0	-13,410	-39,373.80	-27,456.30	.00	25,963.80	293.6%
60503801 47100 INTEREST INC- INVES	-18,607	-18,607	-25,471.94	2,131.47	.00	6,864.94	136.9%
60603801 47100 INTEREST INC- INVES	-3,147	-3,147	-6,265.36	.00	.00	3,118.36	199.1%
60703801 46000 SPECIAL ASSMNT REV-	-311,111	-311,111	.00	.00	.00	-311,111.00	.0%
60703801 47100 INTEREST INC- INVES	-1,043	-1,043	-3,175.38	.00	.00	2,132.38	304.4%
60803801 46100 SPECIAL ASSMNT REV-	0	0	-220,113.96	.00	.00	220,113.96	100.0%
TOTAL MAINT ASSMNT DIST	-8,152,700	-8,655,963	-4,583,096.37	-719,801.89	.00	-4,072,866.63	52.9%
TOTAL REVENUES	-8,152,700	-8,655,963	-4,583,096.37	-719,801.89	.00	-4,072,866.63	
181 STATE GAS TAX FUND							
1811001 42100 GAS TAX - HUTA SEC 2	-1,998,207	-1,998,207	-1,282,739.87	-139,465.41	.00	-715,467.13	64.2%
1811001 42110 GAS TAX - HUTA SEC 2	-1,323,218	-1,323,218	-813,712.79	-103,013.08	.00	-509,505.21	61.5%
1811001 42120 GAS TAX - HUTA SEC 2	-832,439	-832,439	-522,089.90	-66,203.85	.00	-310,349.10	62.7%
1811001 42130 GAS TAX - HUTA SEC 2	-1,589,361	-1,589,361	-1,088,693.37	-101,754.39	.00	-500,667.63	68.5%
1811001 42140 GAS TAX - HUTA SEC 2	-10,000	-10,000	-10,000.00	.00	.00	.00	100.0%
1811001 47000 MISCELLANEOUS REVENU	0	0	-55.15	-55.15	.00	55.15	100.0%
1811001 47100 INTEREST INC- INVEST	37,764	37,764	2,408.86	.00	.00	35,355.14	6.4%
1811001 47110 OTHER INTEREST INCOM	0	0	-4,402.01	-835.07	.00	4,402.01	100.0%
1813102 49000 M2001 TRANSFERS IN (L	0	0	-182,475.63	-22,272.28	.00	182,475.63	100.0%
1813401 47700 OTHER REIMBURSEMENTS	0	0	-1,049.88	.00	.00	1,049.88	100.0%
1813401 49000 TRANSFERS IN (CITY L	-856,036	-856,036	.00	.00	.00	-856,036.00	.0%
1813401 49000 M2001 TRANSFERS IN (L	0	0	-177,614.43	-36,403.56	.00	177,614.43	100.0%
TOTAL STATE GAS TAX FUND	-6,571,497	-6,571,497	-4,080,424.17	-470,002.79	.00	-2,491,072.83	62.1%
TOTAL REVENUES	-6,571,497	-6,571,497	-4,080,424.17	-470,002.79	.00	-2,491,072.83	
182 TRAFFIC SAFETY FUND							
1821001 49300 TRANSFERS IN	-330,000	0	.00	.00	.00	.00	.0%

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182 TRAFFIC SAFETY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1821001 49930 TRANSFER IN - TRAFFI	0	-330,000	-165,000.00	.00	.00	-165,000.00	50.0%
1823103 43220 VEHICLE CODE FINES	-247,128	-247,128	-196,338.24	-43,148.42	.00	-50,789.76	79.4%
1823103 47100 INTEREST INC- INVEST	-1,464	-1,464	-1,352.88	.00	.00	-111.12	92.4%
TOTAL TRAFFIC SAFETY FUND	-578,592	-578,592	-362,691.12	-43,148.42	.00	-215,900.88	62.7%
TOTAL REVENUES	-578,592	-578,592	-362,691.12	-43,148.42	.00	-215,900.88	
185 ROAD MAINT & REHAB ACT FUND							
1851001 42200 RMRA (SB-1) - ROAD M	-4,984,811	-4,984,811	-2,946,870.60	-414,367.37	.00	-2,037,940.40	59.1%
1851001 47100 INTEREST INC- INVEST	-49,497	-49,497	-12,698.96	.00	.00	-36,798.04	25.7%
TOTAL ROAD MAINT & REHAB ACT FUND	-5,034,308	-5,034,308	-2,959,569.56	-414,367.37	.00	-2,074,738.44	58.8%
TOTAL REVENUES	-5,034,308	-5,034,308	-2,959,569.56	-414,367.37	.00	-2,074,738.44	
191 ASSET SEIZURE FUND - FED							
1912111 47100 INTEREST INC- INVEST	-1,514	-1,514	-2,223.80	.00	.00	709.80	146.9%
1912132 43240 ASSET SEIZURE	0	0	-1,694.70	.00	.00	1,694.70	100.0%
TOTAL ASSET SEIZURE FUND - FED	-1,514	-1,514	-3,918.50	.00	.00	2,404.50	258.8%
TOTAL REVENUES	-1,514	-1,514	-3,918.50	.00	.00	2,404.50	
192 ASSET SEIZURE FUND - STATE							
1922131 43240 ASSET SEIZURE	0	0	-28,209.54	-3,621.69	.00	28,209.54	100.0%
1922131 47100 INTEREST INC- INVEST	-1,333	-1,333	-2,063.42	.95	.00	730.42	154.8%
TOTAL ASSET SEIZURE FUND - STATE	-1,333	-1,333	-30,272.96	-3,620.74	.00	28,939.96	2271.0%
TOTAL REVENUES	-1,333	-1,333	-30,272.96	-3,620.74	.00	28,939.96	
200 FEDERAL GRANTS FUND							
2002131 48000 C2036 FEDERAL GRANTS	0	-300,120	.00	.00	.00	-300,120.00	.0%
2002131 48000 C2318 FEDERAL GRANTS	0	-107,007	.00	.00	.00	-107,007.00	.0%
2002131 48000 C2319 FEDERAL GRANTS	0	-99,611	.00	.00	.00	-99,611.00	.0%

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200 FEDERAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2002131 48000 G1801 FEDERAL GRANTS	0	-17,400	.00	.00	.00	-17,400.00	.0%
2002131 48000 G1802 FEDERAL GRANTS	0	-17,857	-4,984.72	.00	.00	-12,872.04	27.9%
2002131 48000 G1902 FEDERAL GRANTS	0	-46,649	71,075.29	71,075.29	.00	-117,724.00	-152.4%
2002131 48000 G1903 FEDERAL GRANTS	0	-15,594	.00	.00	.00	-15,594.00	.0%
2002131 48000 G2002 FEDERAL GRANTS	0	-31,037	.00	.00	.00	-31,037.00	.0%
2002131 48000 G2003 FEDERAL GRANTS	0	-51,975	42,841.93	42,841.93	.00	-94,817.36	-82.4%
2002131 48000 G2201 FEDERAL GRANTS	0	-9,848	-15,199.71	9,717.11	.00	5,352.12	154.3%
2002501 48000 C2321 FEDERAL GRANTS	0	-96,608	.00	.00	.00	-96,608.37	.0%
2002501 48000 C2332 FEDERAL GRANTS	0	-100,000	.00	.00	.00	-100,000.00	.0%
2002501 48000 C2412 FEDERAL GRANTS	0	-132,109	.00	.00	.00	-132,109.09	.0%
2002501 48000 G2322 FEDERAL GRANTS	0	-98,351	.00	.00	.00	-98,350.90	.0%
2002501 48000 G2323 FEDERAL GRANTS	0	-66,136	.00	.00	.00	-66,136.36	.0%
2002501 48000 G2331 FEDERAL GRANTS	0	-2,179,011	155,762.24	155,762.24	.00	-2,334,773.70	-7.1%
2002501 48000 G2341 FEDERAL GRANTS	0	-10,000	.00	.00	.00	-10,000.00	.0%
2002501 48000 G2413 FEDERAL GRANTS	0	-350,657	.00	.00	.00	-350,656.66	.0%
2002501 48000 G2414 FEDERAL GRANTS	0	-196,091	.00	.00	.00	-196,090.90	.0%
2002501 48000 G2415 FEDERAL GRANTS	0	-195,060	.00	.00	.00	-195,060.00	.0%
2002501 48030 C2037 STATE GRANTS	0	0	.00	301,276.31	.00	.00	.0%
2002501 48030 G1904 STATE GRANTS	0	-35,329	-7,574.21	-7,574.21	.00	-27,754.58	21.4%
2002501 48030 G2005 STATE GRANTS	0	-220,765	.10	193,978.40	.00	-220,765.09	.0%
2002501 48030 G2006 STATE GRANTS	0	-609,040	317,613.12	317,613.12	.00	-926,653.10	-52.1%
2002501 48030 G2007 STATE GRANTS	0	-180,309	6,066.97	6,066.97	.00	-186,375.99	-3.4%
2002501 48030 G2304 STATE GRANTS	0	-2,796	-2,746.11	-2,746.11	.00	-49.88	98.2%
2002501 48030 G2305 STATE GRANTS	0	-41,132	-41,132.00	-41,132.00	.00	.00	100.0%
2002501 49310 C2321 FEDERAL GRANTS-	0	-9,661	.00	.00	.00	-9,660.84	.0%
2002501 49310 G1904 FEDERAL GRANTS-	0	-1,565	.00	.00	.00	-1,565.00	.0%
2002501 49310 G2005 FEDERAL GRANTS-	0	-22,077	.00	.00	.00	-22,076.52	.0%
2002501 49310 G2007 FEDERAL GRANTS-	0	-9,016	.00	.00	.00	-9,015.61	.0%
2002501 49310 G2322 FEDERAL GRANTS-	0	-9,835	.00	.00	.00	-9,835.10	.0%
2002501 49310 G2323 FEDERAL GRANTS-	0	-6,614	.00	.00	.00	-6,613.64	.0%
2002501 49310 G2413 FEDERAL GRANTS-	0	-35,066	.00	.00	.00	-35,065.67	.0%
2002501 49310 G2414 FEDERAL GRANTS-	0	-19,609	.00	.00	.00	-19,609.10	.0%
2002501 49310 G2415 FEDERAL GRANTS-	0	-14,677	.00	.00	.00	-14,677.43	.0%
2003101 48000 C1306 FEDERAL GRANTS	0	-257,004	74,125.56	570,358.72	.00	-331,129.84	-28.8%
2003101 48000 C1307 FEDERAL GRANTS	0	-2,544,994	56,486.40	732,307.78	.00	-2,601,480.62	-2.2%
2003102 48000 C1302 FEDERAL GRANTS	0	-962,630	-354.12	.00	.00	-962,275.88	.0%
2003102 48000 C1304 FEDERAL GRANTS	0	-393,889	.00	.00	.00	-393,889.00	.0%
2003102 48000 C1305 FEDERAL GRANTS	0	-426,459	987,940.67	1,277,490.20	.00	-1,414,399.47	-231.7%
2003102 48000 C1601 FEDERAL GRANTS	0	-281,348	.00	.00	.00	-281,348.00	.0%
2003102 48000 C1703 FEDERAL GRANTS	0	-1,196,564	136,234.85	136,234.85	.00	-1,332,799.00	-11.4%
2003102 48000 C1801 FEDERAL GRANTS	0	-1,762,074	.00	.00	.00	-1,762,074.00	.0%
2003102 48000 C1808 FEDERAL GRANTS	0	0	33,188.61	2,227,910.73	.00	-33,188.61	100.0%
2003102 48000 C2206 FEDERAL GRANTS	0	-2,998,600	.00	.00	.00	-2,998,600.00	.0%
2003102 48000 C2211 FEDERAL GRANTS	0	-216,671	.00	.00	.00	-216,671.00	.0%

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200 FEDERAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2003600 48000 C2226 FEDERAL GRANTS	0	-500,000	.00	.00	.00	-500,000.00	.0%
2003610 48000 C2029 FEDERAL GRANTS	0	0	59,174.48	64,030.60	.00	-59,174.48	100.0%
2003610 48000 C2201 FEDERAL GRANTS	0	-1,055,294	-125,113.88	1,825,381.95	.00	-930,180.17	11.9%
2003610 48000 G2253 FEDERAL GRANTS	0	-156,878	-156,878.37	-156,878.37	.00	.00	100.0%
2003801 48000 C1901 FEDERAL GRANTS	0	-132,563	.00	.00	.00	-132,563.00	.0%
2005501 47300 G2401 DONATIONS AND C	-13,000	-13,000	-5,517.35	-1,007.02	.00	-7,482.65	42.4%
2005503 48200 G2313 FEDERAL PASS-TH	0	0	.10	27,839.24	.00	-.10	100.0%
2005503 48200 G2401 FEDERAL PASS-TH	-151,980	-151,980	-80,767.84	.00	.00	-71,212.16	53.1%
TOTAL FEDERAL GRANTS FUND	-164,980	-18,388,560	1,500,242.01	7,750,547.73	.00	-19,888,801.79	-8.2%
TOTAL REVENUES	-164,980	-18,388,560	1,500,242.01	7,750,547.73	.00	-19,888,801.79	
201 CDGB FUND							
2018101 48010 FED GRANT PROGRAM IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
2018101 48020 CDBG REVENUE	-2,213,917	-8,456,442	-756,386.33	959,760.31	.00	-7,700,055.51	8.9%
2018105 47000 MISCELLANEOUS REVENU	0	0	-8,612.30	-166.44	.00	8,612.30	100.0%
2018105 48010 FED GRANT PROGRAM IN	0	0	-159.24	72,700.00	.00	159.24	100.0%
TOTAL CDGB FUND	-2,313,917	-8,556,442	-765,157.87	1,032,293.87	.00	-7,791,283.97	8.9%
TOTAL REVENUES	-2,313,917	-8,556,442	-765,157.87	1,032,293.87	.00	-7,791,283.97	
202 HOME FUND							
2028101 48000 FEDERAL GRANTS	-768,867	-3,982,545	51,913.97	1,491,756.82	.00	-4,034,459.25	-1.3%
2028105 47000 MISCELLANEOUS REVENU	0	0	-12,537.26	9,126.61	.00	12,537.26	100.0%
2028105 48010 FED GRANT PROGRAM IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
TOTAL HOME FUND	-868,867	-4,082,545	39,376.71	1,500,883.43	.00	-4,121,921.99	-1.0%
TOTAL REVENUES	-868,867	-4,082,545	39,376.71	1,500,883.43	.00	-4,121,921.99	
203 EMERGENCY SHELTER FUND							
2038101 48000 FEDERAL GRANTS	-207,883	-779,703	-51,913.97	788,268.92	.00	-727,789.02	6.7%
TOTAL EMERGENCY SHELTER FUND	-207,883	-779,703	-51,913.97	788,268.92	.00	-727,789.02	6.7%
TOTAL REVENUES	-207,883	-779,703	-51,913.97	788,268.92	.00	-727,789.02	
204 ARPA							
2041001 48000 FEDERAL GRANTS	0	-18,551,195	-22,902,786.44	-22,902,786.44	.00	4,351,591.91	123.5%

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204 ARPA	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL ARPA	0	-18,551,195	-22,902,786.44	-22,902,786.44	.00	4,351,591.91	123.5%
TOTAL REVENUES	0	-18,551,195	-22,902,786.44	-22,902,786.44	.00	4,351,591.91	
210 STATE & LOCAL GRANTS FUND							
2102111 48030 G2239 STATE GRANTS	0	-131,814	.00	.00	.00	-131,813.96	.0%
2102111 48030 G2240 STATE GRANTS	0	-6,365	.00	.00	.00	-6,364.95	.0%
2102131 48030 C1843 STATE GRANTS	0	-677	-679.81	-679.81	.00	2.33	100.3%
2102131 48030 C2269 STATE GRANTS	0	-14,779	-14,778.49	-14,778.49	.00	-.17	100.0%
2102131 48030 C2316 STATE GRANTS	0	-216,921	-140,554.20	152,997.90	.00	-76,366.36	64.8%
2102131 48030 C2324 STATE GRANTS	0	-152,352	.00	.00	.00	-152,352.00	.0%
2102131 48030 C2411 STATE GRANTS	0	-533,000	.00	.00	.00	-533,000.00	.0%
2102131 48030 G1301 STATE GRANTS	0	-389,924	-593,925.41	-353,755.38	.00	204,001.69	152.3%
2102131 48030 G2001 STATE GRANTS	0	-4,261	-4,261.26	-4,261.26	.00	.43	100.0%
2102131 48030 G2107 STATE GRANTS	0	-25,650	-25,650.11	-25,650.11	.00	.14	100.0%
2102131 48030 G2108 STATE GRANTS	0	-129,086	.00	72,433.00	.00	-129,085.90	.0%
2102131 48030 G2237 STATE GRANTS	0	-7,246	.00	.00	.00	-7,246.01	.0%
2102131 48030 G2238 STATE GRANTS	0	-20,886	.00	.00	.00	-20,886.00	.0%
2102131 48030 G2241 STATE GRANTS	0	-197,792	-16,604.94	112,514.08	.00	-181,187.53	8.4%
2102131 48030 G2301 STATE GRANTS	0	-67,986	190,529.88	266,483.96	.00	-258,516.35	-280.2%
2102131 48030 G2319 STATE GRANTS	0	-310,251	-310,250.80	-310,250.80	.00	.00	100.0%
2102131 48030 G2337 STATE GRANTS	0	-5,296	-3,815.36	25,304.96	.00	-1,480.71	72.0%
2102502 48030 C2270 STATE GRANTS	0	-1,863	-1,862.88	-1,862.88	.00	.00	100.0%
2103001 48030 G2333 STATE GRANTS	0	-99,978	.00	.00	.00	-99,978.00	.0%
2103102 48030 C1301 STATE GRANTS	0	-3,757,669	.00	622,228.16	.00	-3,757,668.84	.0%
2103102 48030 C1801 STATE GRANTS	0	-40,755	.00	.00	.00	-40,755.00	.0%
2103102 48030 C1802 STATE GRANTS	0	0	.00	.00	.00	-.02	.0%
2103102 48030 C2005 STATE GRANTS	0	-861,227	9,773.00	49,773.00	.00	-871,000.00	-1.1%
2103102 48030 C2204 STATE GRANTS	0	-980,000	.00	.00	.00	-980,000.00	.0%
2103102 48030 C2212 STATE GRANTS	0	-1,653,642	327,357.11	327,357.11	.00	-1,980,999.60	-19.8%
2103102 48030 G2101 STATE GRANTS	0	-79	.00	.00	.00	-79.11	.0%
2103102 48030 M2101 STATE GRANTS	0	-2,016	-2,016.50	17,143.65	.00	.15	100.0%
2103301 48030 C2104 STATE GRANTS	0	-7,456,264	84,591.32	557,679.32	.00	-7,540,855.28	-1.1%
2103301 48030 C2317 STATE GRANTS	0	-3,326,328	-231,463.66	126,450.55	.00	-3,094,864.35	7.0%
2103301 48030 C2328 STATE GRANTS	0	-3,529,632	.00	.00	.00	-3,529,632.00	.0%
2103301 48030 C2333 STATE GRANTS	0	-7,092,300	.00	.00	.00	-7,092,300.00	.0%
2103302 48030 G2251 STATE GRANTS	0	0	82,500.00	82,500.00	.00	-82,500.00	100.0%
2103302 48030 M1803 STATE GRANTS	0	-76,717	-6,450.80	-6,450.80	.00	-70,266.20	8.4%
2103600 48030 C1101 STATE GRANTS	0	0	58,907.65	58,907.65	.00	-58,907.65	100.0%
2103610 48030 C2201 STATE GRANTS	0	-9,500,000	.00	.00	.00	-9,500,000.00	.0%
2103630 48030 G2202 STATE GRANTS	0	-281,547	-281,547.15	-281,547.15	.00	.00	100.0%

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210 STATE & LOCAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2103631 48030 G2334 STATE GRANTS	0	-25,216	-25,215.87	-25,215.87	.00	.00	100.0%
2103631 48030 G2335 STATE GRANTS	0	-49,995	-49,995.00	-49,995.00	.00	.00	100.0%
2103631 48030 G2417 STATE GRANTS	0	-26,848	.00	.00	.00	-26,848.00	.0%
2104101 48030 G2320 STATE GRANTS	0	-41,912	.00	1,387.50	.00	-41,911.50	.0%
2104104 48030 G2008 STATE GRANTS	0	-237,908	-234,947.25	77,598.96	.00	-2,960.29	98.8%
2104104 48030 G2110 STATE GRANTS	0	-162,438	.00	.00	.00	-162,438.00	.0%
2104104 48100 G2409 FEDERAL GRANTS-	-34,688	0	.00	.00	.00	.00	.0%
2104104 49310 G2409 FEDERAL GRANTS-	0	-34,688	.00	.00	.00	-34,688.00	.0%
2105501 48030 C2216 STATE GRANTS	0	-3,412,592	-1,034,896.76	1,383,777.24	.00	-2,377,695.00	30.3%
2105502 48000 FEDERAL GRANTS	-4,680,000	-4,680,314	-1,341,663.92	461,457.33	.00	-3,338,649.76	28.7%
2105503 48000 G2307 FEDERAL GRANTS	0	0	.04	20,539.44	.00	-.04	100.0%
2105503 48000 G2409 FEDERAL GRANTS	-75,277	-75,277	-23,844.99	.00	.00	-51,432.01	31.7%
2105503 48000 G2419 FEDERAL GRANTS	0	-41,480	.00	.00	.00	-41,480.00	.0%
2105503 48030 C2320 STATE GRANTS	0	0	983.24	8,368.29	.00	-983.24	100.0%
2105511 48000 G1601 FEDERAL GRANTS	-1,053,299	-1,207,478	-486,073.63	-184,588.37	.00	-721,404.36	40.3%
2105511 48000 G2315 FEDERAL GRANTS	-1,955,475	-1,955,475	-465,154.50	-20,356.55	.00	-1,490,320.50	23.8%
2108101 47000 MISCELLANEOUS REVENU	0	0	-497.23	-497.23	.00	497.23	100.0%
2108101 47700 G1504 OTHER REIMBURSE	0	-140,831	-103,400.00	.00	.00	-37,430.96	73.4%
2108101 48010 G1502 FED GRANT PROGR	-60,000	-180,000	.00	.00	.00	-180,000.00	.0%
2108101 48030 G2338 STATE GRANTS	0	-800,000	.00	.00	.00	-800,000.00	.0%
2108103 48030 G2416 STATE GRANTS	0	-4,015,639	-4,015,638.88	.00	.00	.00	100.0%
TOTAL STATE & LOCAL GRANTS FUND	-7,858,739	-57,962,393	-8,660,547.16	3,145,012.40	.00	-49,301,845.68	14.9%
TOTAL REVENUES	-7,858,739	-57,962,393	-8,660,547.16	3,145,012.40	.00	-49,301,845.68	
212 TRANSPORT DEV ACT (TDA) FUND							
90303001 42300 TRANSPORT. TAX TDA	0	0	-13,497.00	.00	.00	13,497.00	100.0%
90303001 47100 INTEREST INC- INVES	-1,249	-1,249	-1,264.26	.00	.00	15.26	101.2%
90403001 42310 TRANSPORT. TAX TDA	-655,978	-655,978	-437,320.00	-54,665.00	.00	-218,658.00	66.7%
90403001 47100 INTEREST INC- INVES	-13,746	-13,746	-25,467.53	.00	.00	11,721.53	185.3%
90403201 43310 LEASE REVENUE (LONG	-251,089	-251,089	-173,858.43	-16,077.63	.00	-77,230.57	69.2%
90403201 47000 MISCELLANEOUS REVEN	0	0	-1,994.40	-1,994.40	.00	1,994.40	100.0%
90803001 47100 INTEREST INC- INVES	-3,334	-3,334	247.56	.00	.00	-3,581.56	-7.4%
TOTAL TRANSPORT DEV ACT (TDA) FUN	-925,396	-925,396	-653,154.06	-72,737.03	.00	-272,241.94	70.6%
TOTAL REVENUES	-925,396	-925,396	-653,154.06	-72,737.03	.00	-272,241.94	
220 STATE HOUSING (LHTFP) GRANT							
2208101 47100 INTEREST INC- INVEST	-2,846	-2,846	-5,837.11	.00	.00	2,991.11	205.1%

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220 STATE HOUSING (LHTFP) GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2208101 48030 G2102 STATE GRANTS	0	-1,476,101	-1,089,801.35	.00	.00	-386,299.15	73.8%
2208101 48030 G2244 STATE GRANTS	0	-190,794	-99,072.85	.00	.00	-91,720.74	51.9%
2208101 48030 M2102 STATE GRANTS	0	-1,167,112	.00	.00	.00	-1,167,111.80	.0%
TOTAL STATE HOUSING (LHTFP) GRANT	-2,846	-2,836,852	-1,194,711.31	.00	.00	-1,642,140.58	42.1%
TOTAL REVENUES	-2,846	-2,836,852	-1,194,711.31	.00	.00	-1,642,140.58	
230 STATE TRAFFIC CONG RELIEF FUND							
2303103 47100 INTEREST INC- INVEST	-4,537	-4,537	-9,095.11	.00	.00	4,558.11	200.5%
TOTAL STATE TRAFFIC CONG RELIEF F	-4,537	-4,537	-9,095.11	.00	.00	4,558.11	200.5%
TOTAL REVENUES	-4,537	-4,537	-9,095.11	.00	.00	4,558.11	
301 CAPITAL OUTLAY FUND							
3011201 49300 C2258 TRANSFERS IN	0	-112,000	.00	.00	.00	-112,000.00	.0%
3011201 49300 C2261 TRANSFERS IN	0	-112,000	.00	.00	.00	-112,000.00	.0%
3011405 49300 C2101 TRANSFERS IN	0	-399,207	-75,726.80	-63,074.87	.00	-323,480.44	19.0%
3011405 49300 C2301 TRANSFERS IN	0	-40,000	.00	.00	.00	-40,000.00	.0%
3011801 49300 C1604 TRANSFERS IN	0	-54,314	.00	.00	.00	-54,314.00	.0%
3011801 49300 C2252 TRANSFERS IN	0	-350	.00	.00	.00	-350.00	.0%
3011801 49300 C2253 TRANSFERS IN	0	-654,128	-3,055.00	.00	.00	-651,072.62	.5%
3011801 49300 C2322 TRANSFERS IN	0	-2,000,000	.00	.00	.00	-2,000,000.00	.0%
3011804 49300 C2034 TRANSFERS IN	-3,000,000	-3,314,844	-1,919,522.31	-127,772.34	.00	-1,395,321.36	57.9%
3011804 49300 C2126 TRANSFERS IN	0	-26,659	-1,562.50	.00	.00	-25,096.84	5.9%
3011804 49300 C2127 TRANSFERS IN	0	-142,478	-4,212.50	.00	.00	-138,265.50	3.0%
3012131 49300 C1843 TRANSFERS IN	0	-677	-104.94	.00	.00	-572.54	15.5%
3012131 49300 C2036 TRANSFERS IN	-800,000	-1,172,464	-1,932.00	-1,104.00	.00	-1,170,532.00	.2%
3012131 49300 C2039 TRANSFERS IN	0	-267,442	-13,633.46	.00	.00	-253,808.04	5.1%
3012131 49300 C2257 TRANSFERS IN	0	-4,855,570	-3,241,870.22	.00	.00	-1,613,699.78	66.8%
3012131 49300 C2269 TRANSFERS IN	0	-14,779	-13,175.36	.00	.00	-1,603.30	89.2%
3012131 49300 C2316 TRANSFERS IN	0	-216,921	-150.00	.00	.00	-216,770.56	.1%
3012131 49300 C2318 TRANSFERS IN	0	-107,007	.00	.00	.00	-107,007.00	.0%
3012131 49300 C2319 TRANSFERS IN	0	-99,611	.00	.00	.00	-99,611.00	.0%
3012131 49300 C2324 TRANSFERS IN	0	-152,352	-13,170.84	-6,354.41	.00	-139,181.16	8.6%
3012131 49300 C2411 TRANSFERS IN	0	-533,000	-15,830.73	-14,720.73	.00	-517,169.27	3.0%
3012501 49300 C1702 TRANSFERS IN	0	-3,227,829	-106,467.05	-62,783.05	.00	-3,121,361.95	3.3%
3012501 49300 C2040 TRANSFERS IN	-150,000	-481,240	.00	.00	.00	-481,239.94	.0%
3012501 49300 C2128 TRANSFERS IN	0	-1,680	.00	.00	.00	-1,680.00	.0%

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301 CAPITAL OUTLAY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3012501 49300 C2202 TRANSFERS IN	0	-495,000	.00	.00	.00	-495,000.00	.0%
3012501 49300 C2203 TRANSFERS IN	0	-1,053,109	.00	.00	.00	-1,053,108.82	.0%
3012501 49300 C2255 TRANSFERS IN	0	-3,518,631	-286,546.72	-105,826.72	.00	-3,232,084.28	8.1%
3012501 49300 C2256 TRANSFERS IN	0	-78,611	.00	.00	.00	-78,611.00	.0%
3012501 49300 C2259 TRANSFERS IN	0	-240	.00	.00	.00	-240.09	.0%
3012501 49300 C2302 TRANSFERS IN	0	-9,538	.00	.00	.00	-9,537.72	.0%
3012501 49300 C2303 TRANSFERS IN	0	-123,076	.00	.00	.00	-123,076.04	.0%
3012501 49300 C2321 TRANSFERS IN	0	-106,269	-66,117.50	-66,117.50	.00	-40,151.71	62.2%
3012501 49300 C2329 TRANSFERS IN	0	-276,396	-276,395.70	.00	.00	.00	100.0%
3012501 49300 C2332 TRANSFERS IN	0	-100,000	-140,358.94	-140,358.94	.00	40,358.94	140.4%
3012501 49300 C2410 TRANSFERS IN	0	-93,000	.00	.00	.00	-93,000.00	.0%
3012501 49300 C2412 TRANSFERS IN	0	-132,109	.00	.00	.00	-132,109.09	.0%
3012501 49310 C2412 FEDERAL GRANTS-	0	-13,211	.00	.00	.00	-13,210.91	.0%
3012502 49300 C2270 TRANSFERS IN	0	-1,863	.00	.00	.00	-1,862.88	.0%
3013001 49300 C0101 TRANSFERS IN	0	-278,856	.00	.00	.00	-278,856.00	.0%
3013001 49300 C1308 TRANSFERS IN	0	-66,600	.00	.00	.00	-66,600.00	.0%
3013001 49300 C1309 TRANSFERS IN	0	-143,444	.00	.00	.00	-143,444.00	.0%
3013001 49300 C1310 TRANSFERS IN	0	-28,521	.00	.00	.00	-28,521.00	.0%
3013001 49300 C1311 TRANSFERS IN	0	-1,969,109	.00	.00	.00	-1,969,108.97	.0%
3013001 49300 C1401 TRANSFERS IN	0	-195,327	.00	.00	.00	-195,327.00	.0%
3013001 49300 C1403 TRANSFERS IN	0	-377,299	.00	.00	.00	-377,299.00	.0%
3013001 49300 C8801 TRANSFERS IN	0	-32,653	.00	.00	.00	-32,653.00	.0%
3013001 49300 C9001 TRANSFERS IN	0	-161,045	.00	.00	.00	-161,045.00	.0%
3013001 49300 C9401 TRANSFERS IN	0	-277,421	.00	.00	.00	-277,421.00	.0%
3013101 49300 C1306 TRANSFERS IN	0	-113,510	-1,030,539.44	-431,019.64	.00	917,029.63	907.9%
3013101 49300 C1307 TRANSFERS IN	0	-622,376	-1,495,418.72	-873,042.83	.00	873,042.83	240.3%
3013101 49300 C1704 TRANSFERS IN	0	-117,076	-10,800.00	.00	.00	-106,276.30	9.2%
3013101 49300 C1801 TRANSFERS IN	0	-23,784	-330.00	.00	.00	-23,453.50	1.4%
3013101 49300 C1901 TRANSFERS IN	0	-290,371	-97,697.23	-13,460.98	.00	-192,673.50	33.6%
3013101 49300 C2019 TRANSFERS IN	0	-115,521	-18,095.69	.00	.00	-97,425.52	15.7%
3013101 49300 C2109 TRANSFERS IN	0	-1	.00	.00	.00	-.59	.0%
3013101 49300 C2111 TRANSFERS IN	0	-681,718	-684,554.28	-419,320.72	.00	2,835.95	100.4%
3013101 49300 C2218 TRANSFERS IN	0	-166,195	.00	.00	.00	-166,195.31	.0%
3013101 49300 C2306 TRANSFERS IN	-500,000	-1,158,000	-489.33	-489.33	.00	-1,157,510.67	.0%
3013102 49300 C1301 TRANSFERS IN	0	-4,704,758	-675,202.90	-440,774.10	.00	-4,029,555.15	14.4%
3013102 49300 C1302 TRANSFERS IN	0	-974,014	-1,330.49	.00	.00	-972,683.35	.1%
3013102 49300 C1304 TRANSFERS IN	0	-393,889	.00	.00	.00	-393,889.00	.0%
3013102 49300 C1305 TRANSFERS IN	0	-823,301	-69,601.46	-29.89	.00	-753,699.74	8.5%
3013102 49300 C1306 TRANSFERS IN	0	-1,151,432	.00	.00	.00	-1,151,432.41	.0%
3013102 49300 C1307 TRANSFERS IN	0	-2,256,872	-859,807.18	.00	.00	-1,397,064.82	38.1%
3013102 49300 C1601 TRANSFERS IN	0	-364,411	-3,636.93	.00	.00	-360,774.18	1.0%
3013102 49300 C1602 TRANSFERS IN	0	-61,129	.00	.00	.00	-61,129.00	.0%
3013102 49300 C1703 TRANSFERS IN	0	-2,851,721	-1,814,632.54	-1,795,923.64	.00	-1,037,088.58	63.6%
3013102 49300 C1801 TRANSFERS IN	0	-2,444,215	.00	.00	.00	-2,444,215.00	.0%

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3013102 49300 C1802 TRANSFERS IN	0	-76,246	.00	.00	.00	-76,246.06	.0%
3013102 49300 C1808 TRANSFERS IN	0	-421,604	-52.50	.00	.00	-421,551.81	.0%
3013102 49300 C1809 TRANSFERS IN	0	-1,730,688	-231,679.27	-184,214.24	.00	-1,499,008.58	13.4%
3013102 49300 C2003 TRANSFERS IN	0	-809,230	-1,506.00	-1,506.00	.00	-807,724.18	.2%
3013102 49300 C2004 TRANSFERS IN	0	-499,750	.00	.00	.00	-499,750.00	.0%
3013102 49300 C2005 TRANSFERS IN	0	-2,868,000	-74,220.09	-8,229.16	.00	-2,793,779.55	2.6%
3013102 49300 C2006 TRANSFERS IN	-1,560,000	-2,411,821	-225,960.19	-171,149.46	.00	-2,185,860.31	9.4%
3013102 49300 C2204 TRANSFERS IN	0	-980,000	-8,100.00	-8,100.00	.00	-971,900.00	.8%
3013102 49300 C2206 TRANSFERS IN	0	-2,998,600	-203,022.50	-110,277.50	.00	-2,795,577.50	6.8%
3013102 49300 C2207 TRANSFERS IN	0	-125,000	.00	.00	.00	-125,000.00	.0%
3013102 49300 C2208 TRANSFERS IN	0	-12,675	.00	.00	.00	-12,675.00	.0%
3013102 49300 C2211 TRANSFERS IN	0	-607,671	-13,156.25	-7,630.00	.00	-594,514.75	2.2%
3013102 49300 C2212 TRANSFERS IN	0	-1,679,977	-153,455.14	-67,098.31	.00	-1,526,521.45	9.1%
3013102 49300 C2213 TRANSFERS IN	0	-250,000	.00	.00	.00	-250,000.00	.0%
3013102 49300 C2304 TRANSFERS IN	0	-250,000	.00	.00	.00	-250,000.00	.0%
3013102 49300 C2415 TRANSFERS IN -	0	-175,835	.00	.00	.00	-175,834.83	.0%
3013301 49300 C0501 TRANSFERS IN	0	-13,320	.00	.00	.00	-13,320.00	.0%
3013301 49300 C1312 TRANSFERS IN	0	-20,548	.00	.00	.00	-20,548.00	.0%
3013301 49300 C1313 TRANSFERS IN	-1,115,952	-18,919	.00	.00	.00	-18,919.00	.0%
3013301 49300 C1810 TRANSFERS IN	0	-11,684	-10,807.00	.00	.00	-877.29	92.5%
3013301 49300 C1811 TRANSFERS IN	0	-150,482	.00	.00	.00	-150,482.00	.0%
3013301 49300 C2012 TRANSFERS IN	0	-527,658	-37,957.65	-4,834.75	.00	-489,699.85	7.2%
3013301 49300 C2104 TRANSFERS IN	0	-7,456,263	-260,413.60	-62,064.12	.00	-7,195,849.76	3.5%
3013301 49300 C2105 TRANSFERS IN	0	-314,887	-5,556.62	-2,714.56	.00	-309,330.63	1.8%
3013301 49300 C2217 TRANSFERS IN	0	-999,383	.00	.00	.00	-999,383.00	.0%
3013301 49300 C2220 TRANSFERS IN	-1,000,000	-1,636,209	-46,886.52	-26,156.37	.00	-1,589,322.33	2.9%
3013301 49300 C2222 TRANSFERS IN	-300,000	-600,000	.00	.00	.00	-600,000.00	.0%
3013301 49300 C2223 TRANSFERS IN	0	-107,951	.00	.00	.00	-107,951.00	.0%
3013301 49300 C2224 TRANSFERS IN	0	-171,751	.00	.00	.00	-171,751.00	.0%
3013301 49300 C2225 TRANSFERS IN	0	-221,251	.00	.00	.00	-221,251.00	.0%
3013301 49300 C2239 TRANSFERS IN	0	-2,979,508	-13,411.58	-13,411.58	.00	-2,966,096.42	.5%
3013301 49300 C2241 TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%
3013301 49300 C2249 TRANSFERS IN	0	-4,422,024	-9,670.20	-2,663.78	.00	-4,412,353.93	.2%
3013301 49300 C2305 TRANSFERS IN	-1,000,000	-1,619,400	-69,931.20	-58,507.63	.00	-1,549,468.75	4.3%
3013301 49300 C2317 TRANSFERS IN	0	-3,326,328	-288,580.15	-56,928.15	.00	-3,037,747.86	8.7%
3013301 49300 C2327 TRANSFERS IN	0	-242,062	-3,823.41	-730.00	.00	-238,238.17	1.6%
3013301 49300 C2328 TRANSFERS IN	0	-3,529,632	.00	.00	.00	-3,529,632.00	.0%
3013301 49300 C2333 TRANSFERS IN	0	-7,092,300	-10,725.00	-10,725.00	.00	-7,081,575.00	.2%
3013301 49300 C2334 TRANSFERS IN	0	-1,215,952	.00	.00	.00	-1,215,952.00	.0%
3013301 49300 C2404 TRANSFERS IN	-425,000	-425,000	.00	.00	.00	-425,000.00	.0%
3013401 49300 C1802 TRANSFERS IN	0	-267,263	.00	.00	.00	-267,263.00	.0%
3013401 49300 C1803 TRANSFERS IN	0	-972,783	-8,773.59	-2,715.26	.00	-964,009.74	.9%
3013401 49300 C1804 TRANSFERS IN	0	-51,327	-50,767.25	-27,200.75	.00	-559.75	98.9%
3013401 49300 C2102 TRANSFERS IN	0	-5,634,368	-890,588.05	-799,345.59	.00	-4,743,780.06	15.8%

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3013401 49300 C2111 TRANSFERS IN	-2,250,000	-136,424	.00	.00	.00	-136,423.68	.0%
3013401 49300 C2205 TRANSFERS IN	-8,000,000	-14,840,392	-1,327,111.25	-856,497.83	.00	-13,513,280.57	8.9%
3013401 49300 C2209 TRANSFERS IN	-10,500,000	-8,847,159	-3,281,520.01	-2,500,180.36	.00	-5,565,638.99	37.1%
3013401 49300 C2307 TRANSFERS IN	0	-954,232	.00	.00	.00	-954,232.00	.0%
3013401 49300 C2330 TRANSFERS IN	0	-21,239	.00	.00	.00	-21,239.00	.0%
3013502 49300 C2214 TRANSFERS IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
3013502 49300 C2215 TRANSFERS IN	0	-763,366	-14,701.04	-2,801.04	.00	-748,665.21	1.9%
3013502 49300 C2267 TRANSFERS IN	0	-829,498	.00	.00	.00	-829,498.00	.0%
3013502 49300 C2403 TRANSFERS IN	-80,000	-80,000	-56,406.32	-56,406.32	.00	-23,593.68	70.5%
3013502 49300 C2406 TRANSFERS IN	-1,150,000	-1,150,000	.00	.00	.00	-1,150,000.00	.0%
3013801 49300 C1901 TRANSFERS IN	0	-153,040	.00	.00	.00	-153,040.00	.0%
3013801 49300 C2015 TRANSFERS IN	0	-216,247	.00	.00	.00	-216,247.00	.0%
3013801 49300 C2016 TRANSFERS IN	0	-155,000	.00	.00	.00	-155,000.00	.0%
3013801 49300 C2017 TRANSFERS IN	0	-469,661	.00	.00	.00	-469,661.00	.0%
3013801 49300 C2219 TRANSFERS IN	0	-434,475	.00	.00	.00	-434,475.00	.0%
3013801 49300 C2221 TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
3013801 49300 C2407 TRANSFERS IN	-75,000	-75,000	.00	.00	.00	-75,000.00	.0%
3015404 49300 C2250 TRANSFERS IN	0	-1,071,500	.00	.00	.00	-1,071,500.00	.0%
3015404 49300 C2314 TRANSFERS IN	0	-450,000	.00	.00	.00	-450,000.00	.0%
3015405 49300 C1603 TRANSFERS IN	0	-2,318,484	.00	.00	.00	-2,318,484.00	.0%
3015501 49300 C2009 TRANSFERS IN	0	-6,316	.00	.00	.00	-6,316.31	.0%
3015501 49300 C2010 TRANSFERS IN	0	-120,638	-5,699.52	.00	.00	-114,938.78	4.7%
3015501 49300 C2042 TRANSFERS IN	0	-718,844	-540,930.06	-530,266.17	.00	-177,913.83	75.3%
3015501 49300 C2216 TRANSFERS IN	0	-3,413,113	-1,370,073.10	-344,536.38	.00	-2,043,039.89	40.1%
3015501 49300 C2247 TRANSFERS IN	0	-122,468	-70,429.03	-64,293.38	.00	-52,039.26	57.5%
3015501 49300 C2251 TRANSFERS IN	0	-1,489,698	-12,496.79	-2,331.79	.00	-1,477,201.03	.8%
3015501 49300 C2262 TRANSFERS IN	0	-346,636	-56,262.09	-56,262.09	.00	-290,374.15	16.2%
3015503 49300 C2008 TRANSFERS IN	0	-35,584	.00	.00	.00	-35,584.00	.0%
3015601 49300 C2043 TRANSFERS IN	0	-1,043,855	-14,266.57	-8,950.11	.00	-1,029,588.47	1.4%
3018101 49300 C1902 TRANSFERS IN	0	-354,318	.00	.00	.00	-354,317.80	.0%
3018101 49300 C2405 TRANSFERS IN	-764,387	-764,387	.00	.00	.00	-764,387.00	.0%
3018105 49300 C2238 TRANSFERS IN	0	-700,000	.00	.00	.00	-700,000.00	.0%
3018110 49300 C1841 TRANSFERS IN	0	-79,825	.00	.00	.00	-79,824.63	.0%
3018110 49300 C2007 TRANSFERS IN	0	-48,934	.00	.00	.00	-48,934.00	.0%
3018110 49300 C2331 TRANSFERS IN	0	-111,621	.00	.00	.00	-111,621.00	.0%
TOTAL CAPITAL OUTLAY FUND	-32,770,339	-150,179,476	-22,310,908.30	-10,610,901.37	.00	-127,868,567.92	14.9%
TOTAL REVENUES	-32,770,339	-150,179,476	-22,310,908.30	-10,610,901.37	.00	-127,868,567.92	
311 PEG FEES FUND							
3111405 40400 FRANCHISE FEES	-398,436	-398,436	-168,085.09	.00	.00	-230,350.91	42.2%

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311 PEG FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3111405 47100 INTEREST INC- INVEST	-30,090	-30,090	-59,800.59	.00	.00	29,710.59	198.7%
TOTAL PEG FEES FUND	-428,526	-428,526	-227,885.68	.00	.00	-200,640.32	53.2%
TOTAL REVENUES	-428,526	-428,526	-227,885.68	.00	.00	-200,640.32	
313 2022 LEASE PURCH EQUIP FUND							
3131001 47110 OTHER INTEREST INCOM	0	0	-85,010.74	-29,909.73	.00	85,010.74	100.0%
TOTAL 2022 LEASE PURCH EQUIP FUND	0	0	-85,010.74	-29,909.73	.00	85,010.74	100.0%
TOTAL REVENUES	0	0	-85,010.74	-29,909.73	.00	85,010.74	
314 2014 LEASE REV BOND FUND							
3141001 47110 OTHER INTEREST INCOM	0	0	-68,918.04	-23,252.42	.00	68,918.04	100.0%
TOTAL 2014 LEASE REV BOND FUND	0	0	-68,918.04	-23,252.42	.00	68,918.04	100.0%
TOTAL REVENUES	0	0	-68,918.04	-23,252.42	.00	68,918.04	
315 2006 TAB HERO/SW/ORMOND FUND							
3151001 47110 OTHER INTEREST INCOM	0	0	-141,949.08	-34,013.43	.00	141,949.08	100.0%
TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	0	-141,949.08	-34,013.43	.00	141,949.08	100.0%
TOTAL REVENUES	0	0	-141,949.08	-34,013.43	.00	141,949.08	
316 2019A LEASE REV BOND FUND							
3161001 47110 OTHER INTEREST INCOM	0	0	-73.29	.00	.00	73.29	100.0%
TOTAL 2019A LEASE REV BOND FUND	0	0	-73.29	.00	.00	73.29	100.0%
TOTAL REVENUES	0	0	-73.29	.00	.00	73.29	
320 LOST PUBLIC SECTOR REV FUND							
3201001 49300 TRANSFERS IN	0	-6,926,591	.00	.00	.00	-6,926,590.80	.0%

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320 LOST PUBLIC SECTOR REV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL LOST PUBLIC SECTOR REV FUND	0	-6,926,591	.00	.00	.00	-6,926,590.80	.0%
TOTAL REVENUES	0	-6,926,591	.00	.00	.00	-6,926,590.80	
350 DEVELOPMENT IMPACT FEES FUND							
80101001 41030 QUIMBY PARK CAPITAL	0	0	-255,801.95	-255,801.95	.00	255,801.95	100.0%
80101001 47100 INTEREST INC- INVES	-62,919	-62,919	-128,145.63	.00	.00	65,226.63	203.7%
80201001 41040 PARK ACQUISITION DE	0	0	-903,187.13	-34,560.99	.00	903,187.13	100.0%
80201001 47100 INTEREST INC- INVES	-5,108	-5,108	-13,966.27	.00	.00	8,858.27	273.4%
80301001 47100 INTEREST INC- INVES	-64,519	-64,519	-129,495.12	.00	.00	64,976.12	200.7%
80304102 41010 STORM DRAIN FACIL F	-144,375	-144,375	-125,313.02	-20,979.72	.00	-19,061.98	86.8%
80401001 47100 INTEREST INC- INVES	-102,101	-102,101	-215,985.22	.00	.00	113,884.22	211.5%
80404102 41300 TRAFFIC IMPACT FEES	-2,007,045	-2,007,045	-3,914,916.48	-612,033.24	.00	1,907,871.48	195.1%
80501001 41020 GROWTH CAPITAL FEES	-659,500	-659,500	-1,424,704.95	-45,081.25	.00	765,204.95	216.0%
80501001 47100 INTEREST INC- INVES	-9,727	-9,727	-19,378.92	.00	.00	9,651.92	199.2%
80501001 49020 C1702 TRANSFER IN -	0	-2,503,555	.00	.00	.00	-2,503,555.00	.0%
80551001 47100 INTEREST INC- INVES	-4,893	-4,893	-11,817.87	.00	.00	6,924.87	241.5%
80553201 43060 MISC PLANNING FEES	0	0	-407,054.24	-15,688.08	.00	407,054.24	100.0%
80601001 41020 GROWTH CAPITAL FEES	-44,000	-44,000	-220,019.68	-55,904.57	.00	176,019.68	500.0%
80601001 47100 INTEREST INC- INVES	-15,799	-15,799	-31,732.56	.00	.00	15,933.56	200.9%
80701001 41050 UTILITY UNDERGROUND	-50,360	-50,360	-50,553.25	-34,434.85	.00	193.25	100.4%
80701001 47100 INTEREST INC- INVES	-10,764	-10,764	-21,719.31	.00	.00	10,955.31	201.8%
80801001 47100 INTEREST INC- INVES	-7,440	-7,440	.00	.00	.00	-7,440.00	.0%
80805905 47300 DONATIONS AND CONTR	0	0	-33,768.99	-3,007.80	.00	33,768.99	100.0%
TOTAL DEVELOPMENT IMPACT FEES FUN	-3,188,550	-5,692,105	-7,907,560.59	-1,077,492.45	.00	2,215,455.59	138.9%
TOTAL REVENUES	-3,188,550	-5,692,105	-7,907,560.59	-1,077,492.45	.00	2,215,455.59	
360 OTH. DEVPT FEES FUND							
70101001 47100 INTEREST INC- INVES	-9,954	-9,954	-20,743.87	.00	.00	10,789.87	208.4%
70101001 47600 PL OFFSITE AIR QUAL	0	0	-97,543.30	-20,875.82	.00	97,543.30	100.0%
70202512 41060 CUPA PERM & PLAN CH	-1,100,000	-1,100,000	-1,167,968.55	-13,595.00	.00	67,968.55	106.2%
70202512 43260 MISCELLANEOUS FEES	-11,228	-11,228	-28.00	.00	.00	-11,200.00	.2%
70202512 43260 T0155 MISCELLANEOUS	0	0	-11,844.00	-112.00	.00	11,844.00	100.0%
70202512 47000 MISCELLANEOUS REVEN	0	0	-3,710.64	-298.00	.00	3,710.64	100.0%
70202512 47100 INTEREST INC- INVES	-7,372	-7,372	-24,163.76	.00	.00	16,791.76	327.8%
70202512 48300 MISC INTERGOV REVEN	0	0	-71,414.00	7,684.00	.00	71,414.00	100.0%
70302512 43250 MISCELLANEOUS FINES	-10,150	-10,150	.00	.00	.00	-10,150.00	.0%

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360 OTH. DEVPT FEES FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70302512 47100	INTEREST INC- INVES	-1,693	-1,693	-3,913.73	.00	.00	2,220.73	231.2%
70408105 47100	INTEREST INC- INVES	-721	-721	-1,445.26	.00	.00	724.26	200.5%
70508101 43070	AFFORDABLE HOUSING-	0	0	-473,000.00	-473,000.00	.00	473,000.00	100.0%
70508105 47100	INTEREST INC- INVES	-39,279	-39,279	-76,798.79	.00	.00	37,519.79	195.5%
70508105 47110	OTHER INTEREST INCO	0	0	-126,292.15	.00	.00	126,292.15	100.0%
70608105 47100	INTEREST INC- INVES	-2,739	-2,739	-5,490.88	.00	.00	2,751.88	200.5%
TOTAL OTH. DEVPT FEES FUND		-1,183,136	-1,183,136	-2,084,356.93	-500,196.82	.00	901,220.93	176.2%
TOTAL REVENUES		-1,183,136	-1,183,136	-2,084,356.93	-500,196.82	.00	901,220.93	
420 HOUSING SUC AGCY FUND								
4208101 47100	INTEREST INC- INVEST	27	27	-44,541.44	.00	.00	44,568.44	*******%
4208101 47110	OTHER INTEREST INCOM	0	0	-24,233.46	.00	.00	24,233.46	100.0%
4208105 49500	PRINCIPAL PAYMENTS R	0	0	-86,387.00	.00	.00	86,387.00	100.0%
TOTAL HOUSING SUC AGCY FUND		27	27	-155,161.90	.00	.00	155,188.90	*******%
TOTAL REVENUES		27	27	-155,161.90	.00	.00	155,188.90	
429 CDC SUCCESSOR AGENCY FUND								
4291421 40150	TAX INCREMENT	0	0	-5,334,128.00	.00	.00	5,334,128.00	100.0%
4291421 47110	OTHER INTEREST INCOM	0	0	-247,479.90	-102,338.12	.00	247,479.90	100.0%
4291421 47700	OTHER REIMBURSEMENTS	0	0	-10,000.00	-5,000.00	.00	10,000.00	100.0%
TOTAL CDC SUCCESSOR AGENCY FUND		0	0	-5,591,607.90	-107,338.12	.00	5,591,607.90	100.0%
TOTAL REVENUES		0	0	-5,591,607.90	-107,338.12	.00	5,591,607.90	
481 DOWNTOWN IMPROVEMENT DISTRICT								
4811001 47100	INTEREST INC- INVEST	-27,433	-27,433	-54,483.74	.00	.00	27,050.74	198.6%
TOTAL DOWNTOWN IMPROVEMENT DISTRI		-27,433	-27,433	-54,483.74	.00	.00	27,050.74	198.6%
TOTAL REVENUES		-27,433	-27,433	-54,483.74	.00	.00	27,050.74	
500 BOND ASSESSMENT DISTRICTS								
50001001 46000	SPECIAL ASSMNT REV-	-568,141	0	.00	.00	.00	.00	.0%

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500 BOND ASSESSMENT DISTRICTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50001001 47110 OTHER INTEREST INCO	-213	0	-2,012.98	-2,012.98	.00	2,012.98	100.0%
50003801 46000 SPECIAL ASSMNT REV-	0	-568,141	-265,837.91	.00	.00	-302,303.09	46.8%
50003801 47100 INTEREST INC- INVES	-3,985	-3,985	.00	.00	.00	-3,985.00	.0%
50003801 47110 OTHER INTEREST INCO	0	-213	-4,723.88	.00	.00	4,510.88	2217.8%
50103801 47100 INTEREST INC- INVES	-211	-211	.00	.00	.00	-211.00	.0%
50203801 47100 INTEREST INC- INVES	-100	-100	.00	.00	.00	-100.00	.0%
50303801 47100 INTEREST INC- INVES	-8	-8	.00	.00	.00	-8.00	.0%
50403801 47100 INTEREST INC- INVES	-8	-8	.00	.00	.00	-8.00	.0%
50503801 46000 SPECIAL ASSMNT REV-	-183,039	-183,039	-94,296.79	.00	.00	-88,742.21	51.5%
50503801 47100 INTEREST INC- INVES	-1,357	-1,357	.00	.00	.00	-1,357.00	.0%
50503801 47110 OTHER INTEREST INCO	-2,995	-2,995	-10,579.08	-3,828.89	.00	7,584.08	353.2%
50603801 46000 SPECIAL ASSMNT REV-	-945,711	-945,711	-442,611.43	.00	.00	-503,099.57	46.8%
50603801 47110 OTHER INTEREST INCO	-133	-133	-11,563.91	-3,189.41	.00	11,430.91	8694.7%
50703801 46000 SPECIAL ASSMNT REV-	-1,783,572	-1,783,572	-961,609.38	.00	.00	-821,962.62	53.9%
50703801 47110 OTHER INTEREST INCO	0	0	-7,025.72	-1,256.31	.00	7,025.72	100.0%
51003801 46400 SP.ASSMNT MELLO-ROO	-697,329	-697,329	-365,125.05	.00	.00	-332,203.95	52.4%
51003801 47110 OTHER INTEREST INCO	-85	-85	-9,325.14	-2,833.20	.00	9,240.14	*******%
TOTAL BOND ASSESSMENT DISTRICTS	-4,186,887	-4,186,887	-2,174,711.27	-13,120.79	.00	-2,012,175.73	51.9%
TOTAL REVENUES	-4,186,887	-4,186,887	-2,174,711.27	-13,120.79	.00	-2,012,175.73	
541 DEVELOPER/OTHER DEPOSITS FUND							
5411001 47300 T0019 DONATIONS AND C	0	0	-35,955.00	.00	.00	35,955.00	100.0%
5411701 47000 D0102 MISCELLANEOUS R	0	0	-5,640.54	.00	.00	5,640.54	100.0%
5414101 47500 T0139 DEVELOPMENT DEP	0	-47,036	.00	.00	.00	-47,036.00	.0%
5414101 47500 T0168 DEVELOPMENT DEP	0	-124,676	.00	.00	.00	-124,676.00	.0%
5414101 47500 T0169 DEVELOPMENT DEP	0	-93,553	.00	.00	.00	-93,553.38	.0%
5414102 47500 D0048 DEVELOPMENT DEP	0	-116,459	-186,334.80	.00	.00	69,875.55	160.0%
5418105 47000 MISCELLANEOUS REVENU	0	0	-1,291.25	.00	.00	1,291.25	100.0%
TOTAL DEVELOPER/OTHER DEPOSITS FU	0	-381,725	-229,221.59	.00	.00	-152,503.04	60.0%
TOTAL REVENUES	0	-381,725	-229,221.59	.00	.00	-152,503.04	
545 HOUSING AUTHORITY PAYROLL FUND							
5451001 49400 HOUSING PAYROLL REIM	0	0	-4,064,179.85	-735,728.70	.00	4,064,179.85	100.0%
TOTAL HOUSING AUTHORITY PAYROLL F	0	0	-4,064,179.85	-735,728.70	.00	4,064,179.85	100.0%
TOTAL REVENUES	0	0	-4,064,179.85	-735,728.70	.00	4,064,179.85	
561 OXNARD DOWNTOWN MGT DIST FUND							

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561 OXNARD DOWNTOWN MGT DIST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5618110 46100 SPECIAL ASSMNT REV-M	0	0	-184,261.25	.00	.00	184,261.25	100.0%
5618110 47100 INTEREST INC- INVEST	-2,020	-2,020	-2,225.89	.00	.00	205.89	110.2%
TOTAL OXNARD DOWNTOWN MGT DIST FU	-2,020	-2,020	-186,487.14	.00	.00	184,467.14	9232.0%
TOTAL REVENUES	-2,020	-2,020	-186,487.14	.00	.00	184,467.14	
571 CONTRIBUTIONS TRUST FUND							
5711001 47300 DONATIONS AND CONTRI	0	0	200.00	100.00	.00	-200.00	100.0%
5711001 47600 TULIP PL OFFSITE AIR	0	0	-1,633.00	.00	.00	1,633.00	100.0%
5711202 40510 BUSINESS LICENSE - S	0	0	-812.40	-4.00	.00	812.40	100.0%
5711202 40510 D0002 BUSINESS LICENS	0	-42,536	-30,480.00	-3,752.00	.00	-12,056.00	71.7%
5712131 47300 T0015 DONATIONS AND C	0	16,086	36,033.00	8,478.00	.00	-19,947.00	224.0%
5712501 47300 C2128 DONATIONS AND C	0	-100,000	-100,000.00	.00	.00	.00	100.0%
5713101 47300 M2201 DONATIONS AND C	0	-1,450,000	-1,250,000.00	.00	.00	-200,000.00	86.2%
5715401 47300 D0019 DONATIONS AND C	0	-1	-1.00	.00	.00	.00	100.0%
5715401 47300 T0130 DONATIONS AND C	0	-672	-1,329.36	-140.43	.00	657.20	197.8%
5715401 47300 T0131 DONATIONS AND C	0	-15,421	-15,420.89	.00	.00	.00	100.0%
5715501 47300 T0133 DONATIONS AND C	0	-2,270	-2,269.91	.00	.00	.00	100.0%
TOTAL CONTRIBUTIONS TRUST FUND	0	-1,594,814	-1,365,713.56	4,681.57	.00	-229,100.40	85.6%
TOTAL REVENUES	0	-1,594,814	-1,365,713.56	4,681.57	.00	-229,100.40	
601 WATER OPERATING FUND							
6013600 43270 PENALTIES & FORFEITU	-497,300	-497,300	-421,386.70	-38,339.02	.00	-75,913.30	84.7%
6013600 43400 DAMAGE REIMBURSEMENT	0	0	-96,251.13	-14,131.22	.00	96,251.13	100.0%
6013600 45100 WATER CHARGES - RES	-34,530,802	-34,530,802	-25,214,930.42	-2,555,415.14	.00	-9,315,871.58	73.0%
6013600 45110 WATER CHARGES - COMM	-26,737,530	-26,737,530	-16,366,901.72	-1,446,160.88	.00	-10,370,628.28	61.2%
6013600 45120 WATER CHARGES - FIRE	-1,177,126	-1,177,126	-536,671.21	-56,848.77	.00	-640,454.79	45.6%
6013600 45140 WATER - PHWA SVC AGM	-1,248,000	-1,248,000	-673,166.41	-51,672.79	.00	-574,833.59	53.9%
6013600 45150 WATER - MISC SERVICE	-632,320	-632,320	-388,993.64	-39,005.00	.00	-243,326.36	61.5%
6013600 45190 WATER - OTHER REVENU	-144,530	-144,530	-232,084.97	-21,750.00	.00	87,554.97	160.6%
6013600 47000 MISCELLANEOUS REVENU	-27,000	-27,000	-105,285.39	-40,634.89	.00	78,285.39	389.9%
6013600 47100 INTEREST INC- INVEST	-146,381	-146,381	-292,318.23	.00	.00	145,937.23	199.7%
6013600 47110 OTHER INTEREST INCOM	-58,700	-58,700	-580,948.25	-185,700.43	.00	522,248.25	989.7%
6013600 47200 BETTER AMERICA BOND	-2,067,894	-2,067,894	-932,694.62	.00	.00	-1,135,199.32	45.1%
6013600 49000 TRANSFERS IN (CITY L	-132,739	-132,739	.00	.00	.00	-132,739.00	.0%
6013600 49000 C1305 TRANSFERS IN (L	0	0	-146.23	.00	.00	146.23	100.0%

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601 WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600 49000 C1306 TRANSFERS IN (L	0	0	-53,175.97	-4,184.73	.00	53,175.97	100.0%
6013600 49000 C1307 TRANSFERS IN (L	0	0	-18,196.64	-1,642.26	.00	18,196.64	100.0%
6013600 49000 C1703 TRANSFERS IN (L	0	0	-22.41	-22.41	.00	22.41	100.0%
6013600 49000 C1803 TRANSFERS IN (C	0	0	-3,700.42	.00	.00	3,700.42	100.0%
6013600 49000 C1804 TRANSFERS IN (C	0	0	-20,345.78	.00	.00	20,345.78	100.0%
6013600 49000 C1806 TRANSFERS IN (C	0	0	-3,419.01	.00	.00	3,419.01	100.0%
6013600 49000 C1810 TRANSFERS IN (C	0	0	-3,649.11	.00	.00	3,649.11	100.0%
6013600 49000 C2005 TRANSFERS IN (L	0	0	-537.80	-537.80	.00	537.80	100.0%
6013600 49000 C2010 TRANSFERS IN (C	0	0	-116.68	.00	.00	116.68	100.0%
6013600 49000 C2019 TRANSFERS IN (C	0	0	-5,313.31	.00	.00	5,313.31	100.0%
6013600 49000 C2021 TRANSFERS IN (C	0	0	-11,620.93	-2,060.07	.00	11,620.93	100.0%
6013600 49000 C2022 TRANSFERS IN (C	0	0	-21,608.56	-2,133.99	.00	21,608.56	100.0%
6013600 49000 C2026 TRANSFERS IN (C	0	0	-2,357.20	.00	.00	2,357.20	100.0%
6013600 49000 C2027 TRANSFERS IN (C	0	0	-1,241.66	.00	.00	1,241.66	100.0%
6013600 49000 C2029 TRANSFERS IN (C	0	0	-4,279.07	.00	.00	4,279.07	100.0%
6013600 49000 C2039 TRANSFERS IN (C	0	0	-226.91	.00	.00	226.91	100.0%
6013600 49000 C2042 TRANSFERS IN (L	0	0	-3,687.77	.00	.00	3,687.77	100.0%
6013600 49000 C2043 TRANSFERS IN (C	0	0	-3,507.94	-788.67	.00	3,507.94	100.0%
6013600 49000 C2101 TRANSFERS IN (C	0	0	-3,704.12	.00	.00	3,704.12	100.0%
6013600 49000 C2102 TRANSFERS IN (C	0	0	-19,921.99	-2,656.44	.00	19,921.99	100.0%
6013600 49000 C2104 TRANSFERS IN (C	0	0	-3,409.39	.00	.00	3,409.39	100.0%
6013600 49000 C2105 TRANSFERS IN (L	0	0	-1,040.36	.00	.00	1,040.36	100.0%
6013600 49000 C2111 TRANSFERS IN (C	0	0	-1,141.08	.00	.00	1,141.08	100.0%
6013600 49000 C2115 TRANSFERS IN (C	0	0	-4,066.16	.00	.00	4,066.16	100.0%
6013600 49000 C2124 TRANSFERS IN (C	0	0	-18,300.80	-657.26	.00	18,300.80	100.0%
6013600 49000 C2201 TRANSFERS IN (C	0	0	-43,914.79	-3,777.34	.00	43,914.79	100.0%
6013600 49000 C2205 TRANSFERS IN (C	0	0	-25,510.72	-5,126.02	.00	25,510.72	100.0%
6013600 49000 C2209 TRANSFERS IN (C	0	0	-30,150.94	-4,615.50	.00	30,150.94	100.0%
6013600 49000 C2220 TRANSFERS IN (C	0	0	-10,554.85	-1,336.85	.00	10,554.85	100.0%
6013600 49000 C2226 TRANSFERS IN (C	0	0	-1,886.26	.00	.00	1,886.26	100.0%
6013600 49000 C2227 TRANSFERS IN (C	0	0	-4,968.10	.00	.00	4,968.10	100.0%
6013600 49000 C2228 TRANSFERS IN (C	0	0	-938.74	.00	.00	938.74	100.0%
6013600 49000 C2229 TRANSFERS IN (C	0	0	-1,814.42	.00	.00	1,814.42	100.0%
6013600 49000 C2230 TRANSFERS IN (C	0	0	-45,344.88	.00	.00	45,344.88	100.0%
6013600 49000 C2231 TRANSFERS IN (C	0	0	-1,277.15	-262.84	.00	1,277.15	100.0%
6013600 49000 C2232 TRANSFERS IN (C	0	0	-3,138.06	.00	.00	3,138.06	100.0%
6013600 49000 C2234 TRANSFERS IN (L	0	0	-471.76	.00	.00	471.76	100.0%
6013600 49000 C2249 TRANSFERS IN (C	0	0	-3,287.52	-642.65	.00	3,287.52	100.0%
6013600 49000 C2305 TRANSFERS IN (C	0	0	-1,354.41	-262.83	.00	1,354.41	100.0%
6013600 49000 C2306 TRANSFERS IN (L	0	0	-248.27	-248.27	.00	248.27	100.0%
6013600 49000 C2309 TRANSFERS IN (L	0	0	-942.85	.00	.00	942.85	100.0%
6013600 49000 C2313 TRANSFERS IN (L	0	0	-2,333.66	-131.42	.00	2,333.66	100.0%
6013600 49000 M2210 TRANSFERS IN (C	0	0	-1,199.32	.00	.00	1,199.32	100.0%
6013600 49160 TRANSFERS IN - IUF	0	-2,274,994	-1,885,446.25	.00	.00	-389,547.25	82.9%

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601 WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600 49500 PRINCIPAL PAYMENTS R	-144,647	-144,647	-144,646.56	.00	.00	-.44	100.0%
6013600 49510 INTEREST PAYMENTS -	-14,694	-14,694	-14,693.50	.00	.00	-.50	100.0%
6013602 47000 MISCELLANEOUS REVENU	0	0	-10,850.00	-2,000.00	.00	10,850.00	100.0%
6013602 49000 C2022 TRANSFERS IN (L	0	0	-954.72	.00	.00	954.72	100.0%
6013603 49000 C1306 TRANSFERS IN (L	0	0	-6,345.90	.00	.00	6,345.90	100.0%
6013603 49000 C2021 TRANSFERS IN (L	0	0	-1,822.75	-1,822.75	.00	1,822.75	100.0%
6013603 49000 C2022 TRANSFERS IN (L	0	0	-13,404.32	-13,404.32	.00	13,404.32	100.0%
6013604 49000 C2022 TRANSFERS IN (L	0	0	-14,768.22	-3,465.77	.00	14,768.22	100.0%
6013604 49000 C2227 TRANSFERS IN (L	0	0	-290.46	-290.46	.00	290.46	100.0%
6013604 49000 C2228 TRANSFERS IN (L	0	0	-273.82	.00	.00	273.82	100.0%
6013605 45130 WATER - RECYCLED WAT	-284,414	-284,414	-460,206.92	-10,361.25	.00	175,792.92	161.8%
TOTAL WATER OPERATING FUND	-67,844,077	-70,119,070	-48,783,410.11	-4,512,090.04	.00	-21,335,660.33	69.6%
TOTAL REVENUES	-67,844,077	-70,119,070	-48,783,410.11	-4,512,090.04	.00	-21,335,660.33	
602 WATER CIP FUND							
6023600 49300 C1001 TRANSFERS IN	0	-12,062,741	-153,012.50	-855.00	.00	-11,909,728.22	1.3%
6023600 49300 C1101 TRANSFERS IN	0	-12,959	-826.30	.00	.00	-12,132.72	6.4%
6023600 49300 C1803 TRANSFERS IN	0	-66,000	.00	.00	.00	-66,000.00	.0%
6023600 49300 C1804 TRANSFERS IN	0	-464,720	-40,690.19	-8,303.38	.00	-424,030.27	8.8%
6023600 49300 C1806 TRANSFERS IN	0	-112,237	-6,837.83	-896.69	.00	-105,399.21	6.1%
6023600 49300 C1812 TRANSFERS IN	0	-195,775	.00	.00	.00	-195,775.26	.0%
6023600 49300 C2021 TRANSFERS IN	0	-3,155,082	-178,302.64	-91,833.26	.00	-2,976,779.16	5.7%
6023600 49300 C2022 TRANSFERS IN	0	-18,748,860	-6,481,401.87	-2,543,531.87	.00	-12,267,458.51	34.6%
6023600 49300 C2023 TRANSFERS IN	0	-990,653	.00	.00	.00	-990,653.00	.0%
6023600 49300 C2026 TRANSFERS IN	0	-849,609	-8,681.70	-1,080.00	.00	-840,927.18	1.0%
6023600 49300 C2113 TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
6023600 49300 C2115 TRANSFERS IN	0	-739,487	-160,021.94	-61,786.40	.00	-579,465.23	21.6%
6023600 49300 C2218 TRANSFERS IN	0	-300,000	.00	.00	.00	-300,000.00	.0%
6023600 49300 C2226 TRANSFERS IN	0	-1,555,826	-80,784.13	-12,806.11	.00	-1,475,042.35	5.2%
6023600 49300 C2227 TRANSFERS IN	0	-244,805	-7,441.06	-4,089.75	.00	-237,364.29	3.0%
6023600 49300 C2228 TRANSFERS IN	0	-586,513	-117,921.65	-72,541.26	.00	-468,591.11	20.1%
6023600 49300 C2229 TRANSFERS IN	0	-479,365	-3,628.35	.00	.00	-475,736.85	.8%
6023600 49300 C2230 TRANSFERS IN	0	-778,431	-517,785.44	-245,679.58	.00	-260,645.19	66.5%
6023600 49300 C2231 TRANSFERS IN	0	-199,063	-2,668.53	-1,546.80	.00	-196,393.97	1.3%
6023600 49300 C2308 TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%
6023600 49300 C2401 TRANSFERS IN	0	-650,000	-476,891.97	-308,451.97	.00	-173,108.03	73.4%
6023607 49300 C2022 TRANSFERS IN	0	-9,393	.00	.00	.00	-9,393.00	.0%
6023607 49300 C2027 TRANSFERS IN	0	-756,281	-3,652.04	-773.40	.00	-752,629.27	.5%
TOTAL WATER CIP FUND	0	-43,957,801	-8,240,548.14	-3,354,175.47	.00	-35,717,252.82	18.7%
TOTAL REVENUES	0	-43,957,801	-8,240,548.14	-3,354,175.47	.00	-35,717,252.82	

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603 WATER DEVLPMT IMPACT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
603 WATER DEVLPMT IMPACT FEES FUND							
6033600 45180 WATER-RESOURCE DEV F	-600,000	-600,000	-697,950.00	-94,921.00	.00	97,950.00	116.3%
6033600 47100 INTEREST INC- INVEST	-117,350	-117,350	-240,125.49	.00	.00	122,775.49	204.6%
TOTAL WATER DEVLPMT IMPACT FEES F	-717,350	-717,350	-938,075.49	-94,921.00	.00	220,725.49	130.8%
TOTAL REVENUES	-717,350	-717,350	-938,075.49	-94,921.00	.00	220,725.49	
605 WATER CAP FACILITY FUND							
6053600 45170 WATER-CAPITAL FAC CH	-67,471	-67,471	-86,971.00	-10,572.00	.00	19,500.00	128.9%
6053600 45180 WATER-RESOURCE DEV F	0	0	7,275.00	7,275.00	.00	-7,275.00	100.0%
6053600 47100 INTEREST INC- INVEST	-10,137	-10,137	-20,808.34	.00	.00	10,671.34	205.3%
TOTAL WATER CAP FACILITY FUND	-77,608	-77,608	-100,504.34	-3,297.00	.00	22,896.34	129.5%
TOTAL REVENUES	-77,608	-77,608	-100,504.34	-3,297.00	.00	22,896.34	
606 WATER RESOURCE FEE FUND							
6063600 45190 WATER - OTHER REVENU	-241,820	-241,820	.00	.00	.00	-241,820.00	.0%
6063600 47100 INTEREST INC- INVEST	-10,990	-10,990	-24,721.30	.00	.00	13,731.30	224.9%
TOTAL WATER RESOURCE FEE FUND	-252,810	-252,810	-24,721.30	.00	.00	-228,088.70	9.8%
TOTAL REVENUES	-252,810	-252,810	-24,721.30	.00	.00	-228,088.70	
607 WATER BOND 2021 (2004) FUND							
6073600 47900 PROCEEDS FROM SALE O	0	-1,350,000	.00	.00	.00	-1,350,000.00	.0%
TOTAL WATER BOND 2021 (2004) FUND	0	-1,350,000	.00	.00	.00	-1,350,000.00	.0%
TOTAL REVENUES	0	-1,350,000	.00	.00	.00	-1,350,000.00	
608 WATER SECURITY-CONT PREV FUND							
6083607 45150 WATER - MISC SERVICE	-684,563	-684,563	-6,118.23	-616.96	.00	-678,444.77	.9%

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608 WATER SECURITY-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6083607 45160 WATER-CROSS CONTAM P	-328,813	-328,813	-286,298.00	-24,614.00	.00	-42,515.00	87.1%
6083607 47100 INTEREST INC- INVEST	-9,259	-9,259	-17,638.24	.00	.00	8,379.24	190.5%
TOTAL WATER SECURITY-CONT PREV FU	-1,022,635	-1,022,635	-310,054.47	-25,230.96	.00	-712,580.53	30.3%
TOTAL REVENUES	-1,022,635	-1,022,635	-310,054.47	-25,230.96	.00	-712,580.53	
611 WASTEWATER OPERATING FUND							
6111001 47800 SALES OF ASSETS	-25,000	-25,000	.00	.00	.00	-25,000.00	.0%
6113610 43270 PENALTIES & FORFEITU	-439,000	-439,000	-301,493.56	-26,963.60	.00	-137,506.44	68.7%
6113610 45200 SEWER CHARGES - RES	-23,407,211	-23,407,211	-16,627,518.40	-1,692,796.45	.00	-6,779,692.60	71.0%
6113610 45210 SEWER CHARGES - RES	-7,662,668	-7,662,668	-5,572,623.59	-548,543.02	.00	-2,090,044.41	72.7%
6113610 45220 SEWER CHARGES - COMM	-5,350,424	-5,350,424	-3,791,371.25	-405,670.75	.00	-1,559,052.75	70.9%
6113610 45230 SEWER CHARGES - INDU	-5,509,149	-5,509,149	-3,977,716.83	-370,699.83	.00	-1,531,432.17	72.2%
6113610 45240 SEWER CHARGES-OUTSID	-570,000	-570,000	-258,544.59	.00	.00	-311,455.41	45.4%
6113610 45250 SEWER CODE ENFORCEME	-80,000	-80,000	-30,589.30	-439.30	.00	-49,410.70	38.2%
6113610 47000 MISCELLANEOUS REVENU	0	0	-10,157.61	-9,084.49	.00	10,157.61	100.0%
6113610 47100 INTEREST INC- INVEST	-431,401	-431,401	-810,547.78	.00	.00	379,146.78	187.9%
6113610 47110 OTHER INTEREST INCOM	0	0	-6,306.19	-76.59	.00	6,306.19	100.0%
6113610 47800 SALES OF ASSETS	0	0	-38,366.50	.00	.00	38,366.50	100.0%
6113612 45250 SEWER CODE ENFORCEME	-134,000	-134,000	-268,020.38	-20,749.65	.00	134,020.38	200.0%
6113612 45260 DISCHARGE PERMIT-WW	-118,537	-118,537	-105,275.45	-91,400.00	.00	-13,261.55	88.8%
6113613 47000 MISCELLANEOUS REVENU	0	0	-721.48	.00	.00	721.48	100.0%
6113613 49160 TRANSFERS IN - IUF	-1,423,488	-1,423,488	-1,064,322.75	.00	.00	-359,165.25	74.8%
6113614 45240 SEWER CHARGES-OUTSID	-2,393,520	-2,393,520	-1,310,096.63	-63,726.82	.00	-1,083,423.37	54.7%
6113614 45270 WW LABORATORY SERVIC	-6,880	-6,880	-5,240.00	.00	.00	-1,640.00	76.2%
6113614 49000 C1306 TRANSFERS IN (L	0	0	-18,136.93	-1,951.09	.00	18,136.93	100.0%
6113614 49000 C1307 TRANSFERS IN (L	0	0	-17,660.96	-1,593.89	.00	17,660.96	100.0%
6113614 49000 C1803 TRANSFERS IN (L	0	0	-3,700.26	.00	.00	3,700.26	100.0%
6113614 49000 C1804 TRANSFERS IN (C	0	0	-20,344.41	.00	.00	20,344.41	100.0%
6113614 49000 C1806 TRANSFERS IN (C	0	0	-3,418.82	.00	.00	3,418.82	100.0%
6113614 49000 C1810 TRANSFERS IN (C	0	0	-3,541.62	.00	.00	3,541.62	100.0%
6113614 49000 C2010 TRANSFERS IN (C	0	0	-113.10	.00	.00	113.10	100.0%
6113614 49000 C2019 TRANSFERS IN (C	0	0	-5,156.97	.00	.00	5,156.97	100.0%
6113614 49000 C2021 TRANSFERS IN (C	0	0	-10,469.98	-2,031.84	.00	10,469.98	100.0%
6113614 49000 C2022 TRANSFERS IN (C	0	0	-19,574.72	-2,133.99	.00	19,574.72	100.0%
6113614 49000 C2026 TRANSFERS IN (C	0	0	-2,357.00	.00	.00	2,357.00	100.0%
6113614 49000 C2027 TRANSFERS IN (C	0	0	-1,205.17	.00	.00	1,205.17	100.0%
6113614 49000 C2029 TRANSFERS IN (C	0	0	-4,278.64	.00	.00	4,278.64	100.0%
6113614 49000 C2039 TRANSFERS IN (C	0	0	-220.21	.00	.00	220.21	100.0%
6113614 49000 C2042 TRANSFERS IN (L	0	0	-3,579.46	.00	.00	3,579.46	100.0%
6113614 49000 C2043 TRANSFERS IN (C	0	0	-3,405.04	-765.56	.00	3,405.04	100.0%

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611 WASTEWATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6113614 49000 C2101 TRANSFERS IN (C	0	0	-3,595.19	.00	.00	3,595.19	100.0%
6113614 49000 C2102 TRANSFERS IN (L	0	0	-19,359.99	-2,578.23	.00	19,359.99	100.0%
6113614 49000 C2104 TRANSFERS IN (C	0	0	-3,309.19	.00	.00	3,309.19	100.0%
6113614 49000 C2105 TRANSFERS IN (L	0	0	-1,010.10	.00	.00	1,010.10	100.0%
6113614 49000 C2115 TRANSFERS IN (L	0	0	-942.68	.00	.00	942.68	100.0%
6113614 49000 C2124 TRANSFERS IN (C	0	0	-13,082.52	-638.09	.00	13,082.52	100.0%
6113614 49000 C2201 TRANSFERS IN (C	0	0	-66,666.67	-3,699.90	.00	66,666.67	100.0%
6113614 49000 C2205 TRANSFERS IN (C	0	0	-13,554.10	.00	.00	13,554.10	100.0%
6113614 49000 C2209 TRANSFERS IN (C	0	0	-22,623.51	-4,615.46	.00	22,623.51	100.0%
6113614 49000 C2220 TRANSFERS IN (C	0	0	-10,245.28	-1,297.77	.00	10,245.28	100.0%
6113614 49000 C2226 TRANSFERS IN (C	0	0	-1,885.62	.00	.00	1,885.62	100.0%
6113614 49000 C2227 TRANSFERS IN (C	0	0	-650.48	.00	.00	650.48	100.0%
6113614 49000 C2228 TRANSFERS IN (C	0	0	-650.48	.00	.00	650.48	100.0%
6113614 49000 C2229 TRANSFERS IN (C	0	0	-1,813.93	.00	.00	1,813.93	100.0%
6113614 49000 C2230 TRANSFERS IN (C	0	0	-2,366.48	.00	.00	2,366.48	100.0%
6113614 49000 C2231 TRANSFERS IN (C	0	0	-880.82	-255.28	.00	880.82	100.0%
6113614 49000 C2232 TRANSFERS IN (C	0	0	-2,817.19	.00	.00	2,817.19	100.0%
6113614 49000 C2234 TRANSFERS IN (L	0	0	-471.60	.00	.00	471.60	100.0%
6113614 49000 C2249 TRANSFERS IN (C	0	0	-3,191.34	-623.87	.00	3,191.34	100.0%
6113614 49000 C2305 TRANSFERS IN (C	0	0	-1,315.13	-255.14	.00	1,315.13	100.0%
6113614 49000 C2309 TRANSFERS IN (L	0	0	-942.83	.00	.00	942.83	100.0%
6113614 49000 C2313 TRANSFERS IN (L	0	0	-2,264.76	-127.64	.00	2,264.76	100.0%
6113614 49000 M2210 TRANSFERS IN (C	0	0	-1,163.95	.00	.00	1,163.95	100.0%
6113615 49000 C1305 TRANSFERS IN (L	0	0	-141.96	.00	.00	141.96	100.0%
6113615 49000 C1306 TRANSFERS IN (L	0	0	-34,464.23	-2,174.28	.00	34,464.23	100.0%
6113615 49000 C1703 TRANSFERS IN (L	0	0	-21.72	-21.72	.00	21.72	100.0%
6113615 49000 C2111 TRANSFERS IN (C	0	0	-1,115.24	.00	.00	1,115.24	100.0%
6113615 49000 C2124 TRANSFERS IN (L	0	0	-4,827.19	.00	.00	4,827.19	100.0%
6113615 49000 C2205 TRANSFERS IN (L	0	0	-11,754.58	-5,061.28	.00	11,754.58	100.0%
6113615 49000 C2209 TRANSFERS IN (L	0	0	-7,290.44	.00	.00	7,290.44	100.0%
6113615 49160 TRANSFERS IN - IUF	-1,423,488	-1,423,488	-1,064,322.75	.00	.00	-359,165.25	74.8%
TOTAL WASTEWATER OPERATING FUND	-48,974,766	-48,974,766	-35,594,817.53	-3,259,975.53	.00	-13,379,948.47	72.7%
TOTAL REVENUES	-48,974,766	-48,974,766	-35,594,817.53	-3,259,975.53	.00	-13,379,948.47	
612 WASTEWATER CIP FUND							
6123610 49300 C1814 TRANSFERS IN	-3,000,000	-6,754,194	-164,071.18	-78,561.67	.00	-6,590,123.03	2.4%
6123610 49300 C1815 TRANSFERS IN	0	-142,101	.00	.00	.00	-142,101.00	.0%
6123610 49300 C2029 TRANSFERS IN	0	-2,988,592	-403,546.77	-86,905.40	.00	-2,585,045.20	13.5%
6123610 49300 C2035 TRANSFERS IN	0	-2,720,000	.00	.00	.00	-2,720,000.00	.0%
6123610 49300 C2116 TRANSFERS IN	0	-909,527	.00	.00	.00	-909,527.00	.0%

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612 WASTEWATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6123610 49300 C2117 TRANSFERS IN	0	-244,823	.00	.00	.00	-244,822.50	.0%
6123610 49300 C2118 TRANSFERS IN	0	-3,976,500	-89,567.00	-6,907.00	.00	-3,886,933.09	2.3%
6123610 49300 C2119 TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
6123610 49300 C2120 TRANSFERS IN	0	-3,172,514	.00	.00	.00	-3,172,514.00	.0%
6123610 49300 C2121 TRANSFERS IN	0	-500,000	.00	.00	.00	-500,000.00	.0%
6123610 49300 C2201 TRANSFERS IN	0	-57,401,048	-13,660,558.99	-9,937,406.50	.00	-43,740,488.95	23.8%
6123610 49300 C2218 TRANSFERS IN	0	-278,599	.00	.00	.00	-278,599.29	.0%
6123610 49300 C2232 TRANSFERS IN	-2,300,000	-5,830,807	-274,567.37	-55,148.24	.00	-5,556,239.69	4.7%
6123610 49300 C2234 TRANSFERS IN	0	-806,512	-4,019.06	-3,075.70	.00	-802,492.68	.5%
6123610 49300 C2235 TRANSFERS IN	-6,000,000	-7,249,284	.00	.00	.00	-7,249,284.00	.0%
6123610 49300 C2236 TRANSFERS IN	0	-3,350,000	-27,137.68	-27,137.68	.00	-3,322,862.32	.8%
6123610 49300 C2309 TRANSFERS IN	-750,000	-1,414,608	-88,332.53	-10,125.93	.00	-1,326,275.65	6.2%
6123610 49300 C2310 TRANSFERS IN	-1,250,000	-1,487,944	-5,763.75	-1,812.50	.00	-1,482,180.73	.4%
6123610 49300 C2311 TRANSFERS IN	-400,000	-500,000	.00	.00	.00	-500,000.00	.0%
6123610 49300 C2402 TRANSFERS IN	0	-948,477	-1,837.50	-1,837.50	.00	-946,639.50	.2%
6123610 49300 C2408 TRANSFERS IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
6123610 49300 C2409 TRANSFERS IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
6123616 49300 C2201 TRANSFERS IN	0	-1,892,299	.00	.00	.00	-1,892,299.00	.0%
TOTAL WASTEWATER CIP FUND	-13,900,000	-103,167,829	-14,719,401.83	-10,208,918.12	.00	-88,448,427.63	14.3%
TOTAL REVENUES	-13,900,000	-103,167,829	-14,719,401.83	-10,208,918.12	.00	-88,448,427.63	
613 WASTEWATER CONNECTION FEE FUND							
6133610 45280 SEWER CONNECTION FEE	-1,350,000	-1,350,000	-2,139,301.28	-92,398.04	.00	789,301.28	158.5%
6133610 47100 INTEREST INC- INVEST	-81,033	-81,033	-172,444.70	.00	.00	91,411.70	212.8%
TOTAL WASTEWATER CONNECTION FEE F	-1,431,033	-1,431,033	-2,311,745.98	-92,398.04	.00	880,712.98	161.5%
TOTAL REVENUES	-1,431,033	-1,431,033	-2,311,745.98	-92,398.04	.00	880,712.98	
617 WASTEWATER BOND FUNDED CIP							
6171001 47900 PROCEEDS FROM SALE O	0	-64,182,739	.00	.00	.00	-64,182,738.89	.0%
TOTAL WASTEWATER BOND FUNDED CIP	0	-64,182,739	.00	.00	.00	-64,182,738.89	.0%
TOTAL REVENUES	0	-64,182,739	.00	.00	.00	-64,182,738.89	
628 WASTEWATER SEC-CONT PREV FUND							
6283616 47100 INTEREST INC- INVEST	-11,667	-11,667	3,239.54	.00	.00	-14,906.54	-27.8%

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628 WASTEWATER SEC-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WASTEWATER SEC-CONT PREV FU	-11,667	-11,667	3,239.54	.00	.00	-14,906.54	-27.8%
TOTAL REVENUES	-11,667	-11,667	3,239.54	.00	.00	-14,906.54	
631 SOLID WASTE OPERATING FUND							
6313630 47000 MISCELLANEOUS REVENU	-12,025	-12,025	-6,315.38	-981.80	.00	-5,709.62	52.5%
6313630 47100 INTEREST INC- INVEST	-94,352	-94,352	-223,147.81	.00	.00	128,795.81	236.5%
6313630 48300 M2105 MISC INTERGOV R	0	-1	.00	.00	.00	-.50	.0%
6313630 48300 M2218 MISC INTERGOV R	0	-48,204	-48,203.92	-48,203.92	.00	.00	100.0%
6313630 49000 C1305 TRANSFERS IN (L	0	0	-141.95	.00	.00	141.95	100.0%
6313630 49000 C1306 TRANSFERS IN (L	0	0	-18,935.45	-1,951.04	.00	18,935.45	100.0%
6313630 49000 C1307 TRANSFERS IN (L	0	0	-17,660.29	-1,593.84	.00	17,660.29	100.0%
6313630 49000 C1703 TRANSFERS IN (L	0	0	-21.72	-21.72	.00	21.72	100.0%
6313630 49000 C1810 TRANSFERS IN (C	0	0	-3,541.54	.00	.00	3,541.54	100.0%
6313630 49000 C2005 TRANSFERS IN (L	0	0	-521.97	-521.97	.00	521.97	100.0%
6313630 49000 C2019 TRANSFERS IN (C	0	0	-5,156.68	.00	.00	5,156.68	100.0%
6313630 49000 C2021 TRANSFERS IN (C	0	0	-4,143.14	-937.66	.00	4,143.14	100.0%
6313630 49000 C2101 TRANSFERS IN (C	0	0	-3,595.75	.00	.00	3,595.75	100.0%
6313630 49000 C2102 TRANSFERS IN (C	0	0	-18,548.71	-2,578.20	.00	18,548.71	100.0%
6313630 49000 C2104 TRANSFERS IN (C	0	0	-3,309.34	.00	.00	3,309.34	100.0%
6313630 49000 C2105 TRANSFERS IN (L	0	0	-1,010.16	.00	.00	1,010.16	100.0%
6313630 49000 C2111 TRANSFERS IN (C	0	0	-853.71	.00	.00	853.71	100.0%
6313630 49000 C2115 TRANSFERS IN (L	0	0	-1,538.32	.00	.00	1,538.32	100.0%
6313630 49000 C2124 TRANSFERS IN (C	0	0	-40.31	.00	.00	40.31	100.0%
6313630 49000 C2201 TRANSFERS IN (C	0	0	-29,789.92	-2,551.91	.00	29,789.92	100.0%
6313630 49000 C2205 TRANSFERS IN (L	0	0	-6,639.88	-2,131.48	.00	6,639.88	100.0%
6313630 49000 C2209 TRANSFERS IN (C	0	0	-7,796.77	.00	.00	7,796.77	100.0%
6313630 49000 C2220 TRANSFERS IN (C	0	0	-10,245.44	-1,297.72	.00	10,245.44	100.0%
6313630 49000 C2232 TRANSFERS IN (L	0	0	-256.95	.00	.00	256.95	100.0%
6313630 49160 TRANSFERS IN - IUF	-2,614,128	-2,614,128	-1,954,548.75	.00	.00	-659,579.25	74.8%
6313631 47000 MISCELLANEOUS REVENU	0	0	-210.00	-60.00	.00	210.00	100.0%
6313632 43270 PENALTIES & FORFEITU	-265,000	-265,000	-228,736.12	-21,670.41	.00	-36,263.88	86.3%
6313632 45300 RESIDENTIAL STANDARD	-12,873,577	-12,873,577	-9,396,630.28	-1,030,782.78	.00	-3,476,946.72	73.0%
6313632 45301 RESIDENTIAL SPECIAL	-134,044	-134,044	-100,455.27	-12,190.68	.00	-33,588.73	74.9%
6313632 45310 RESIDENTIAL EXTRA CA	-443,203	-443,203	-337,284.02	-37,470.96	.00	-105,918.98	76.1%
6313632 47000 MISCELLANEOUS REVENU	-2,040	-2,040	-15,868.00	-445.00	.00	13,828.00	777.8%
6313633 45310 COMMERCIAL FEL 4-CUB	-11,193,641	-11,193,641	-8,284,192.14	-594,174.25	.00	-2,909,448.86	74.0%
6313633 45311 COMMERCIAL FEL 2-CUB	-4,172,960	-4,172,960	-2,968,599.27	-254,967.41	.00	-1,204,360.73	71.1%
6313633 45312 COMMERCIAL CARTS SER	-218,371	-218,371	-158,549.69	-15,609.12	.00	-59,821.31	72.6%
6313633 45313 COMMERCIAL SPECIAL P	-21,570	-21,570	-10,776.39	-503.30	.00	-10,793.61	50.0%
6313633 45314 COMMERCIAL FOOD WAST	-55,836	-55,836	-121,653.86	-9,129.78	.00	65,817.86	217.9%

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631 SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313634 45320 INDUSTRIAL 30-CUBIC	-1,496,055	-1,496,055	-1,135,992.86	-105,924.07	.00	-360,062.14	75.9%
6313634 45321 INDUSTRIAL 13.4-CUBI	-890,604	-890,604	-744,371.19	-81,001.03	.00	-146,232.81	83.6%
6313634 45322 INDUSTRIAL 30YD PASS	-1,246,492	-1,246,492	-1,214,874.80	-142,463.40	.00	-31,617.20	97.5%
6313634 45323 INDUSTRIAL 13.4YD PA	-293,552	-293,552	-159,906.34	-13,631.24	.00	-133,645.66	54.5%
6313634 45324 INDUSTRIAL SPECIAL P	-378,410	-378,410	-187,557.65	-14,531.83	.00	-190,852.35	49.6%
6313634 45325 INDUST SPEC P/U PASS	-602,811	-602,811	-277,654.72	-22,748.33	.00	-325,156.28	46.1%
6313634 45326 INDUSTRIAL RENTAL CH	-83,603	-83,603	-76,200.00	-10,380.00	.00	-7,403.00	91.1%
6313634 45327 WALKING FLOOR TRAILE	-521,881	-521,881	-335,401.50	-38,300.55	.00	-186,479.50	64.3%
6313634 45328 WALK FL TRAILER PASS	-776,529	-776,529	-547,512.91	-62,072.58	.00	-229,016.09	70.5%
6313634 47000 MISCELLANEOUS REVENU	0	0	-500.00	-55.00	.00	500.00	100.0%
6313635 45340 DEL NORTE WASTE GATE	-6,902,000	-6,902,000	-6,139,278.63	-713,516.62	.00	-762,721.37	88.9%
6313635 45341 DEL NORTE HOST FEE	-27,718	-27,718	.00	.00	.00	-27,718.00	.0%
6313635 45342 DEL NORTE CONST-DEMO	-172,971	-172,971	.00	.00	.00	-172,971.00	.0%
6313635 47000 MISCELLANEOUS REVENU	-15,000	-15,000	-14,746.27	-1,250.00	.00	-253.73	98.3%
6313635 47700 OTHER REIMBURSEMENTS	-13,000	-13,000	-5,000.00	.00	.00	-8,000.00	38.5%
6313636 45330 DEL NORTE MRF RECYCL	-3,335,000	-3,335,000	-1,591,012.02	-156,415.99	.00	-1,743,987.98	47.7%
6313636 45331 DEL NORTE MRF E-WAST	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
6313636 45332 DEL NORTE MRF MATTRE	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
TOTAL SOLID WASTE OPERATING FUND	-48,921,373	-48,969,577	-36,418,927.79	-3,402,065.59	.00	-12,550,649.63	74.4%
TOTAL REVENUES	-48,921,373	-48,969,577	-36,418,927.79	-3,402,065.59	.00	-12,550,649.63	
632 SOLID WASTE CIP FUND							
6323630 49300 C2032 TRANSFERS IN	0	-1,272,541	.00	.00	.00	-1,272,541.00	.0%
6323630 49300 C2122 TRANSFERS IN	0	-1,267,765	-723.52	.00	.00	-1,267,041.27	.1%
6323630 49300 C2124 TRANSFERS IN	0	-1,836,430	-450,888.60	-134,066.89	.00	-1,385,541.36	24.6%
6323630 49300 C2125 TRANSFERS IN	0	-9,312	.00	.00	.00	-9,311.95	.0%
6323630 49300 C2218 TRANSFERS IN	0	-300,000	.00	.00	.00	-300,000.00	.0%
6323639 49300 C2020 TRANSFERS IN	0	-299,350	.00	.00	.00	-299,350.00	.0%
TOTAL SOLID WASTE CIP FUND	0	-4,985,398	-451,612.12	-134,066.89	.00	-4,533,785.58	9.1%
TOTAL REVENUES	0	-4,985,398	-451,612.12	-134,066.89	.00	-4,533,785.58	
634 SOLID WASTE DEVELOPER FEE FUND							
6343632 45302 SOLID WASTE - RESID	-9,000	-9,000	-7,722.00	-1,338.48	.00	-1,278.00	85.8%
6343632 45303 SOLID WASTE - RESID	0	0	-3,297.75	-571.61	.00	3,297.75	100.0%
6343632 45304 SOLID WASTE - RESID	0	0	-4,227.00	-732.68	.00	4,227.00	100.0%
6343632 45305 SOLID WASTE - RESID	0	0	-3,531.75	-612.17	.00	3,531.75	100.0%

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634 SOLID WASTE DEVELOPER FEE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6343632 47100 INTEREST INC- INVEST	-5,036	-5,036	-10,409.30	.00	.00	5,373.30	206.7%
6343633 45315 SOLID WASTE- COMM 2C	0	0	-3,582.00	-2,388.00	.00	3,582.00	100.0%
6343633 45316 SOLID WASTE- COMM 4C	-18,000	-18,000	-27,987.00	-3,928.00	.00	9,987.00	155.5%
6343633 45317 SOLID WASTE - FRONT-	0	0	-19,338.80	-4,165.28	.00	19,338.80	100.0%
TOTAL SOLID WASTE DEVELOPER FEE F	-32,036	-32,036	-80,095.60	-13,736.22	.00	48,059.60	250.0%
TOTAL REVENUES	-32,036	-32,036	-80,095.60	-13,736.22	.00	48,059.60	
638 SOLID WASTE SEC - CONT PREV FU							
6383639 45150 SOLID WASTE COMTAM P	-178,000	-178,000	-83,211.12	-19.92	.00	-94,788.88	46.7%
6383639 47100 INTEREST INC- INVEST	-6,187	-6,187	-12,508.86	.00	.00	6,321.86	202.2%
TOTAL SOLID WASTE SEC - CONT PREV	-184,187	-184,187	-95,719.98	-19.92	.00	-88,467.02	52.0%
TOTAL REVENUES	-184,187	-184,187	-95,719.98	-19.92	.00	-88,467.02	
641 PERFORMING ARTS CENTER FUND							
6415601 43100 PACC VENDOR FACILITY	-233,000	-233,000	-285,536.25	-89,197.25	.00	52,536.25	122.5%
6415601 43110 PACC VENDOR CONCESSI	-15,000	-15,000	-11,867.26	-3,192.95	.00	-3,132.74	79.1%
6415601 47000 MISCELLANEOUS REVENU	0	0	-1,800.54	-1,800.54	.00	1,800.54	100.0%
TOTAL PERFORMING ARTS CENTER FUND	-248,000	-248,000	-299,204.05	-94,190.74	.00	51,204.05	120.6%
TOTAL REVENUES	-248,000	-248,000	-299,204.05	-94,190.74	.00	51,204.05	
651 GOLF COURSE OPERATING FUND							
6513640 44100 GOLF COURSE - OPERAT	-6,146,450	-7,077,849	-5,401,060.28	-463,039.24	.00	-1,676,788.72	76.3%
6513640 47000 MISCELLANEOUS REVENU	-265,200	-265,200	-105,187.92	.00	.00	-160,012.08	39.7%
6513640 47100 INTEREST INC- INVEST	0	0	-77,209.23	.00	.00	77,209.23	100.0%
TOTAL GOLF COURSE OPERATING FUND	-6,411,650	-7,343,049	-5,583,457.43	-463,039.24	.00	-1,759,591.57	76.0%
TOTAL REVENUES	-6,411,650	-7,343,049	-5,583,457.43	-463,039.24	.00	-1,759,591.57	
652 GOLF COURSE CIP FUND							
6523640 49300 C2242 TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%

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652 GOLF COURSE CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6523640 49300 C2312 TRANSFERS IN	0	-117,983	-3,140.27	-1,933.27	.00	-114,842.37	2.7%
6523640 49300 C2313 TRANSFERS IN	0	-470,804	-31,635.82	-11,680.31	.00	-439,167.86	6.7%
TOTAL GOLF COURSE CIP FUND	0	-1,188,786	-34,776.09	-13,613.58	.00	-1,154,010.23	2.9%
TOTAL REVENUES	0	-1,188,786	-34,776.09	-13,613.58	.00	-1,154,010.23	
701 PUBLIC LIAB & PROP INSUR ISF							
7011704 47700 OTHER REIMBURSEMENTS	0	0	-199,398.47	.00	.00	199,398.47	100.0%
7011704 49100 LIABILITY INSURANCE	-8,574,777	-8,574,777	-6,402,653.70	-711,405.98	.00	-2,172,123.30	74.7%
TOTAL PUBLIC LIAB & PROP INSUR IS	-8,574,777	-8,574,777	-6,602,052.17	-711,405.98	.00	-1,972,724.83	77.0%
TOTAL REVENUES	-8,574,777	-8,574,777	-6,602,052.17	-711,405.98	.00	-1,972,724.83	
702 WORKERS COMP INSUR ISF							
7021702 47700 OTHER REIMBURSEMENTS	0	0	-201,014.18	.00	.00	201,014.18	100.0%
7021702 49110 WORKERS COMP INSURAN	-9,884,339	-9,884,339	-7,413,254.73	-823,694.97	.00	-2,471,084.27	75.0%
TOTAL WORKERS COMP INSUR ISF	-9,884,339	-9,884,339	-7,614,268.91	-823,694.97	.00	-2,270,070.09	77.0%
TOTAL REVENUES	-9,884,339	-9,884,339	-7,614,268.91	-823,694.97	.00	-2,270,070.09	
725 CUSTOMER BILLING OPS ISF							
7251211 49120 INTERNAL UTILITY BIL	-3,041,948	-3,041,948	-2,281,461.03	-253,495.67	.00	-760,486.97	75.0%
TOTAL CUSTOMER BILLING OPS ISF	-3,041,948	-3,041,948	-2,281,461.03	-253,495.67	.00	-760,486.97	75.0%
TOTAL REVENUES	-3,041,948	-3,041,948	-2,281,461.03	-253,495.67	.00	-760,486.97	
731 INFORMATION TECHNOLOGY ISF							
7311801 49130 IT INTERNAL SERVICE	-6,193,413	-6,193,413	-4,600,915.02	-511,212.78	.00	-1,592,497.98	74.3%
7311802 49130 IT INTERNAL SERVICE	-675,347	-675,347	-501,696.63	-55,744.07	.00	-173,650.37	74.3%
7311803 49130 IT INTERNAL SERVICE	-2,065,201	-2,065,201	-1,534,180.68	-170,464.52	.00	-531,020.32	74.3%
7311804 49130 IT INTERNAL SERVICE	-3,107,541	-3,107,541	-2,308,506.21	-256,500.69	.00	-799,034.79	74.3%
7311805 49130 IT INTERNAL SERVICE	-1,138,975	-1,138,975	-777,843.45	-86,427.05	.00	-361,131.55	68.3%

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731 INFORMATION TECHNOLOGY ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL INFORMATION TECHNOLOGY ISF	-13,180,477	-13,180,477	-9,723,141.99	-1,080,349.11	.00	-3,457,335.01	73.8%
TOTAL REVENUES	-13,180,477	-13,180,477	-9,723,141.99	-1,080,349.11	.00	-3,457,335.01	
732 IT CAPITAL							
7321801 49300 C1404 TRANSFERS IN	0	-293,487	-4,119.11	.00	.00	-289,368.36	1.4%
7321805 49300 C2315 TRANSFERS IN	0	-42,155	.00	.00	.00	-42,154.70	.0%
TOTAL IT CAPITAL	0	-335,642	-4,119.11	.00	.00	-331,523.06	1.2%
TOTAL REVENUES	0	-335,642	-4,119.11	.00	.00	-331,523.06	
735 FACILITIES MAINTENANCE ISF							
7353740 43300 RENTAL REVENUE (SHOR	-39,609	-39,609	-34,965.33	-3,641.80	.00	-4,643.67	88.3%
7353740 47000 MISCELLANEOUS REVENU	0	0	-6,155.59	-6,155.59	.00	6,155.59	100.0%
7353740 49140 FACILITIES INTERNAL	-6,733,983	-7,363,983	-5,050,487.07	-561,165.23	.00	-2,313,495.93	68.6%
TOTAL FACILITIES MAINTENANCE ISF	-6,773,592	-7,403,592	-5,091,607.99	-570,962.62	.00	-2,311,984.01	68.8%
TOTAL REVENUES	-6,773,592	-7,403,592	-5,091,607.99	-570,962.62	.00	-2,311,984.01	
741 FLEET SERVICES ISF							
7413750 43400 DAMAGE REIMBURSEMENT	-29,941	-29,941	-51,548.44	-17,094.52	.00	21,607.44	172.2%
7413750 47000 MISCELLANEOUS REVENU	-18,818	-18,818	-8,910.11	-46.00	.00	-9,907.89	47.3%
7413750 47700 OTHER REIMBURSEMENTS	0	0	-3,053.84	.00	.00	3,053.84	100.0%
7413750 47800 SALES OF ASSETS	-2,324	-2,324	-1,377.16	.00	.00	-946.84	59.3%
7413750 49150 FLEET-EQUIPMENT MAIN	-9,698,893	-9,698,893	-6,358,222.41	-762,906.28	.00	-3,340,670.59	65.6%
TOTAL FLEET SERVICES ISF	-9,749,976	-9,749,976	-6,423,111.96	-780,046.80	.00	-3,326,864.04	65.9%
TOTAL REVENUES	-9,749,976	-9,749,976	-6,423,111.96	-780,046.80	.00	-3,326,864.04	
801 COFA DEBT SERVICE FUND							
8011001 47110 OTHER INTEREST INCOM	0	0	-3,877.47	-44.42	.00	3,877.47	100.0%
8011001 49300 TRANSFERS IN	-6,075,631	0	.00	.00	.00	.00	.0%

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801 COFA DEBT SERVICE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
8011001 49900 TRANSFER IN - DEBT	0	-5,832,736	-1,642,705.14	-68,649.30	.00	-4,190,030.86	28.2%
8011001 49900 C1844 TRANSFER IN - D	0	-128,734	-128,733.02	-64,366.51	.00	-.98	100.0%
8011001 49900 C1845 TRANSFER IN - D	0	-92,300	-92,299.16	-46,149.58	.00	-.84	100.0%
8011001 49900 M1905 TRANSFER IN - D	0	-21,861	-21,860.32	-10,930.16	.00	-.68	100.0%
8013101 49300 TRANSFERS IN	-1,662,500	0	.00	.00	.00	.00	.0%
8013101 49900 M1805 TRANSFER IN - D	0	-1,662,500	-211,250.00	.00	.00	-1,451,250.00	12.7%
TOTAL COFA DEBT SERVICE FUND	-7,738,131	-7,738,131	-2,100,725.11	-190,139.97	.00	-5,637,405.89	27.1%
TOTAL REVENUES	-7,738,131	-7,738,131	-2,100,725.11	-190,139.97	.00	-5,637,405.89	
850 RIVERPARK JPA FUND							
8501001 47100 INTEREST INC- INVEST	-6,490	-6,490	-12,235.51	.00	.00	5,745.51	188.5%
TOTAL RIVERPARK JPA FUND	-6,490	-6,490	-12,235.51	.00	.00	5,745.51	188.5%
TOTAL REVENUES	-6,490	-6,490	-12,235.51	.00	.00	5,745.51	
GRAND TOTAL	-584,892,529	**********	-445,814,157.65	-68,177,302.39	.00	-578,590,705.47	43.5%

** END OF REPORT - Generated by James Costello **

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MARCH 2024 EXPENSES

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
50000 SALARIES - REGULAR	85,960,150	84,961,636	52,083,036.01	5,840,034.51	.00	32,878,600.35	61.3%
50100 SALARIES - TEMPORARY	1,833,700	1,689,298	931,448.92	86,250.47	.00	757,849.08	55.1%
50200 OVERTIME WAGES	4,047,722	4,037,722	4,706,109.89	522,966.44	.00	-668,387.89	116.6%
50210 OVERTIME-FLSA PUBLIC SAFETY	175,000	175,000	272,273.40	40,514.40	.00	-97,273.40	155.6%
50220 STATION COVERAGE OT	4,427,139	4,427,139	3,539,565.89	393,703.74	.00	887,573.11	80.0%
50230 CALLBACK	1,060,000	1,060,000	634,628.91	73,548.31	.00	425,371.09	59.9%
50400 VAC SICK COMP BUYBACK	0	0	-.95	-.95	.00	.95	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	1,299,877.22	141,189.40	.00	-1,299,877.22	100.0%
50900 VACANCY SAVINGS	-10,985,104	-10,985,104	.00	.00	.00	-10,985,104.00	.0%
51000 CALPERS PENSION NORMAL COST	10,363,509	10,333,829	6,534,640.71	737,880.43	.00	3,799,188.29	63.2%
51010 CALPERS PENSION UAL	5,199,085	5,175,142	3,881,356.29	431,261.81	.00	1,293,785.71	75.0%
51020 CALPERS UAL - PUBLIC SAFETY	2,913,634	2,913,634	2,185,225.47	242,802.83	.00	728,408.53	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	1,747,700	1,740,927	1,196,927.73	132,659.60	.00	543,999.27	68.8%
51040 EARLY RETIREMENT INCENTIVE	38,450	38,450	38,449.87	.00	.00	.13	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	22,815,567	22,252,243	13,976,544.81	1,697,047.22	.00	8,275,698.19	62.8%
51168 SURVIVOR BENEFITS	0	0	71,259.26	.00	.00	-71,259.26	100.0%
51200 OPOA RETIREE MEDICAL PLAN	1,931,087	1,931,087	905,282.84	.00	.00	1,025,804.16	46.9%
51210 RETIREE HEALTH INS PLAN	538,790	538,790	380,193.26	43,291.71	.00	158,596.74	70.6%
51300 WORKERS COMPENSATION	7,092,855	7,123,787	5,360,054.96	593,648.90	.00	1,763,732.04	75.2%
51400 AUTO ALLOWANCE	37,845	37,845	30,833.96	3,557.35	.00	7,011.04	81.5%
51410 UNIFORM ALLOWANCE	53,949	53,949	54,028.56	826.27	.00	-79.56	100.1%
52000 POSTAGE	63,051	64,051	41,687.18	5,248.54	1,452.69	20,911.13	67.4%
52100 CHEMICALS	140,873	140,873	50,471.93	.00	88,168.35	2,232.72	98.4%
52110 REPAIR PARTS	0	0	7,171.13	.00	.00	-7,171.13	100.0%
52200 SUBSCRIPTIONS & PUBLS	61,427	73,427	11,946.83	236.99	21,579.73	39,900.44	45.7%
52300 UNIFORMS	230,805	230,805	229,051.17	60,485.41	130,027.68	-128,273.85	155.6%
52310 TRAINING-WORKSHOP-MTGS	629,685	691,994	450,941.03	61,317.26	25,237.78	215,815.34	68.8%
52320 MILEAGE REIMBURSEMENTS	812	812	1,684.54	261.88	.00	-872.54	207.5%
52330 EDUCATION REIMBURSEMENT	20,414	20,414	32,629.12	1,706.25	.00	-12,215.12	159.8%
52340 MEMBERSHIPS	251,145	251,145	255,602.57	4,647.66	.00	-4,457.57	101.8%
52350 OTHER EXPENSE REIMB	66,776	66,776	29,998.00	6,189.50	40,174.48	-3,396.48	105.1%
52400 MINOR EQUIPMENT	2,221,516	2,223,227	932,019.33	189,582.42	785,992.51	505,215.62	77.3%
52500 COMMUNITY ACTIVITIES EXP	153,500	178,500	185,160.00	100,800.00	-7,200.00	540.00	99.7%
52600 SUPPLIES CUSTODIAL	74,900	74,900	35,394.89	6,977.27	31,814.39	7,690.72	89.7%
52610 SUPPLIES SAFETY	326,225	468,225	297,364.12	17,234.29	35,837.66	135,023.22	71.2%
52620 SUPPLIES OTHER	282,858	282,858	179,745.32	20,404.40	41,669.93	61,442.75	78.3%
52900 MISC SUPPLIES	329,137	360,870	195,140.53	29,420.38	128,057.90	37,671.08	89.6%
53000 SOFTWARE EXPENSE	24,038	24,038	58,955.43	.00	454.88	-35,372.31	247.2%
53001 SOFTWARE SUBSCRIPTION	0	0	12,807.20	.00	182.80	-12,990.00	100.0%
53010 SERVICES PRINTING BINDING	99,080	99,080	38,610.47	3,325.03	25,720.54	34,748.99	64.9%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53020	INTERNAL PHOTOCOPING COSTS	97,684	97,684	69,374.08	20,837.79	587.87	27,722.05	71.6%
53110	SERVICES MEDICAL	31,957	31,957	33,440.50	9,823.50	559.50	-2,043.00	106.4%
53200	PROF SERVICES - OTHER	17,296,496	21,521,283	8,604,814.42	1,004,750.12	7,121,665.77	5,794,802.70	73.1%
53210	SERVICES AUDIT	205,600	237,600	208,810.00	.00	22,090.00	6,700.00	97.2%
53220	SERVICES LEGAL SERVICES	824,142	968,570	307,906.01	41,445.80	355,991.67	304,672.32	68.5%
53230	ANIMAL SHELTER	2,547,687	2,547,687	621,392.08	.00	1,586,863.79	339,431.13	86.7%
53250	ADVERTISING	44,672	46,172	11,630.24	890.00	8,685.00	25,856.76	44.0%
53260	LEGAL ADVOCACY	73,766	73,766	32,471.74	.00	27,472.00	13,822.26	81.3%
53300	CONTRACT ELECTIONS EXPNS	100,000	100,000	.00	.00	.00	100,000.00	.0%
53310	COUNTY PROP TAX ADMIN CHG	322,279	322,279	139,296.33	.00	.00	182,982.67	43.2%
53400	PROFESSIONAL SERVICES - HR	75,000	75,000	12,393.92	1,600.00	.00	62,606.08	16.5%
53410	BACKGROUND CHECKING	159,239	159,239	155,710.25	.00	2,100.00	1,428.75	99.1%
53500	BANK CHARGES	234,064	234,064	62,233.44	14,226.81	51,299.48	120,531.08	48.5%
53710	PRIOR YEAR REFUNDS	0	0	280.00	.00	.00	-280.00	100.0%
54010	UTILITY EXPENSE-ELECTRIC	2,292,922	2,401,348	1,795,613.00	168,679.16	.00	605,735.00	74.8%
54020	UTILITY EXPENSE - GAS	29,229	43,229	36,872.81	9,371.83	.00	6,356.19	85.3%
54030	UTILITY EXPENSE- WASTEWATER	56,148	61,576	66,655.94	2,030.26	.00	-5,079.94	108.2%
54040	UTILITY EXPENSE WATER	1,455,075	1,467,554	863,986.10	35,479.48	.00	603,567.90	58.9%
54050	UTIL EXP REFUSE AND DISPOSE	236,365	306,656	253,271.41	15,211.38	.00	53,384.59	82.6%
54070	INTERNET CHARGES	3,606	3,606	942.00	.00	.00	2,664.00	26.1%
54080	TELEPHONE CHGS	454,307	454,927	357,920.25	21,622.82	.00	97,006.75	78.7%
54090	UNLEADED FUEL	2,283	2,283	.00	.00	.00	2,283.00	.0%
55010	BUILDING MAINT & REPAIR	420,962	450,962	106,367.20	28,850.49	76,290.92	268,303.88	40.5%
55020	EQUIPMENT MAINTENANCE	190,344	190,344	27,021.94	2,748.13	90,095.61	73,226.45	61.5%
55030	VEHICLE MAINTENANCE	62,709	62,709	52,937.35	6,695.49	-7,855.75	17,627.40	71.9%
56030	CAPEX - VEHICLES	0	15,000	.00	.00	.00	15,000.00	.0%
56040	CAPEX - MACHINERY/EQUIP	463,000	692,147	481,295.21	.00	14,355.53	196,496.26	71.6%
57000	RENTALS & LEASES	1,297,443	1,758,097	796,453.73	51,647.88	652,179.21	309,464.20	82.4%
57110	TAXES AND FILING FEES	200	200	94.32	.00	.00	105.68	47.2%
57300	LEASE PMT CAP GROWTH FEES	1,004,616	1,004,616	204,781.91	.00	.00	799,834.09	20.4%
57400	CONTRIBUTION TO OTHER FND	95,000	95,000	95,000.00	.00	.00	.00	100.0%
57410	CONTRIBUTION TO OTHER AGCY	146,409	146,409	76,664.69	.00	76,664.69	-6,920.38	104.7%
57500	PRINCIPAL PAYMENTS	1,768,016	1,768,016	.00	.00	.00	1,768,016.00	.0%
57510	INTEREST & PENALTIES EXPENSE	107,673	107,673	15,306.01	15,306.01	.00	92,366.99	14.2%
57800	FOR CONTINGENCIES	2,545,875	1,950,685	.00	.00	.00	1,950,685.00	.0%
59000	TRANSFERS OUT	77,000	77,000	.00	.00	.00	77,000.00	.0%
59010	INFRASTRUCTURE USE FEE	5,461,104	7,736,098	5,968,640.50	.00	.00	1,767,457.00	77.2%
59200	IT & DATA PROCESSING CHGS	7,491,977	7,563,970	5,672,977.47	630,330.83	.00	1,890,992.53	75.0%
59300	LIABILITY INSURANCE CHGS	5,625,945	5,618,829	4,220,228.03	468,914.27	.00	1,398,600.97	75.1%
59400	TELEPHONE CHGS HIPC	697,968	697,968	523,475.82	58,163.98	.00	174,492.18	75.0%
59500	FLEET EQUIP MAINT ISF CHG	4,320,786	4,332,083	2,953,402.83	341,484.13	.00	1,378,680.17	68.2%
59700	FACILITY CHG MAINTENANCE	5,502,490	6,017,277	4,126,867.47	458,540.83	.00	1,890,409.80	68.6%
59800	TRANSFERS OUT - CIP	16,939,655	25,202,345	3,189,397.36	911,366.73	.00	22,012,947.90	12.7%
59810	TRANSFER OUT - CITY MATCH	0	111,332	.00	.00	.00	111,331.95	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59900 TRANSFERS OUT - DEBT	0	4,020,927	1,207,709.46	31,799.20	.00	2,813,217.54	30.0%
59910 TRANSFERS OUT - STORM WTR	0	1,116,778	837,583.50	279,194.50	.00	279,194.50	75.0%
59920 TRANSFERS OUT - SP. DIST.	0	369,386	277,040.50	92,347.00	.00	92,345.50	75.0%
59930 TRANSFERS OUT - TRAFFIC SAFET	0	330,000	165,000.00	.00	.00	165,000.00	50.0%
TOTAL GENERAL FUND	224,989,013	245,349,700	145,761,377.62	16,212,378.14	11,428,216.61	88,160,106.26	64.1%
104 HALF CENT SALES TAX - MEAS O							
50000 SALARIES - REGULAR	925,116	925,116	708,963.10	62,504.03	.00	216,152.90	76.6%
50100 SALARIES - TEMPORARY	281,539	281,539	141,209.81	8,530.40	.00	140,329.19	50.2%
50200 OVERTIME WAGES	4,666	4,666	42,898.52	923.48	.00	-38,232.52	919.4%
51000 CALPERS PENSION NORMAL COST	88,771	88,771	86,175.87	6,865.37	.00	2,595.13	97.1%
51010 CALPERS PENSION UAL	141,483	141,483	106,112.25	11,790.25	.00	35,370.75	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	22,519	22,519	16,137.81	1,747.08	.00	6,381.19	71.7%
51160 CITY PAID EMPLOYEE BENEFITS	321,740	321,740	244,882.79	22,751.66	.00	76,857.21	76.1%
51300 WORKERS COMPENSATION	57,073	57,073	42,804.63	4,756.07	.00	14,268.37	75.0%
52000 POSTAGE	3,000	31,000	23,154.56	.00	.00	7,845.44	74.7%
52300 UNIFORMS	6,583	6,583	1,350.29	1,350.29	3,849.71	1,383.00	79.0%
52400 MINOR EQUIPMENT	452,512	452,512	174,397.23	26,983.74	212,916.75	65,198.02	85.6%
52600 SUPPLIES CUSTODIAL	26,157	26,157	3,773.33	.00	4,850.00	17,533.67	33.0%
52610 SUPPLIES SAFETY	4,500	4,500	3,162.23	82.42	1,337.77	.00	100.0%
52620 SUPPLIES OTHER	20,625	20,625	1,419.00	499.66	.00	19,206.00	6.9%
52900 MISC SUPPLIES	4,900	4,900	610.29	73.07	2,289.71	2,000.00	59.2%
53002 IT MAINT/SUPPORT - ANNUAL	0	0	346,829.61	.00	3,543.12	-350,372.73	100.0%
53200 PROF SERVICES - OTHER	2,341,260	2,948,748	1,143,842.11	71,520.33	804,443.38	1,000,462.51	66.1%
53210 SERVICES AUDIT	5,400	5,400	5,200.00	.00	.00	200.00	96.3%
53600 HOUSING ASSIST LOAN GRANT	0	1,106,785	.00	.00	1,024,026.70	82,758.00	92.5%
54010 UTILITY EXPENSE-ELECTRIC	13,365	13,365	45,500.14	1,002.94	.00	-32,135.14	340.4%
54030 UTILITY EXPENSE- WASTEWATER	2,034	2,034	1,792.59	147.41	.00	241.41	88.1%
54040 UTILITY EXPENSE WATER	82,029	82,029	89,119.87	2,620.85	.00	-7,090.87	108.6%
54050 UTIL EXP REFUSE AND DISPOSE	15,067	15,067	11,689.10	.00	.00	3,377.90	77.6%
54080 TELEPHONE CHGS	2,500	2,500	4,971.42	461.37	.00	-2,471.42	198.9%
55010 BUILDING MAINT & REPAIR	0	5,668	.00	.00	.00	5,668.00	.0%
55020 EQUIPMENT MAINTENANCE	0	0	573.92	71.74	.00	-573.92	100.0%
56040 CAPEX - MACHINERY/EQUIP	2,000	2,000	11,031.40	.00	.00	-9,031.40	551.6%
57000 RENTALS & LEASES	699	699	.00	.00	1,000.00	-301.00	143.1%
57400 CONTRIBUTION TO OTHER FND	3,838	3,838	.00	.00	.00	3,838.00	.0%
57500 PRINCIPAL PAYMENTS	920,000	920,000	920,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	431,494	431,494	206,961.05	.00	.00	224,532.95	48.0%
59200 IT & DATA PROCESSING CHGS	116,988	116,988	87,740.91	9,748.99	.00	29,247.09	75.0%
59300 LIABILITY INSURANCE CHGS	94,877	94,877	71,157.69	7,906.41	.00	23,719.31	75.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59400 TELEPHONE CHGS HIPC	12,649	12,649	9,486.72	1,054.08	.00	3,162.28	75.0%
59500 FLEET EQUIP MAINT ISF CHG	53,751	53,751	29,479.08	3,029.65	.00	24,271.92	54.8%
59600 INDIRECT PRORATED CST CHG	171,250	171,250	128,437.47	14,270.83	.00	42,812.53	75.0%
59800 TRANSFERS OUT - CIP	17,710,717	20,276,851	4,721,942.93	3,034,635.93	.00	15,554,907.62	23.3%
59810 TRANSFER OUT - CITY MATCH	0	82,563	.00	.00	.00	82,563.11	.0%
59900 TRANSFERS OUT - DEBT	0	1,905,395	454,142.50	121,446.25	.00	1,451,252.50	23.8%
TOTAL HALF CENT SALES TAX - MEAS	24,341,102	30,643,134	9,886,950.22	3,416,774.30	2,058,257.14	18,697,927.00	39.0%
105 STREET MAINTENANCE (IUF) FUND							
59800 TRANSFERS OUT - CIP	0	1,108,904	941,669.56	834,849.72	.00	167,234.93	84.9%
TOTAL STREET MAINTENANCE (IUF) FU	0	1,108,904	941,669.56	834,849.72	.00	167,234.93	84.9%
114 STORM WATER MANAGEMENT FUND							
50000 SALARIES - REGULAR	386,087	386,087	153,085.60	11,366.16	.00	233,001.40	39.7%
50200 OVERTIME WAGES	52,500	52,500	82,967.73	25,044.94	.00	-30,467.73	158.0%
51000 CALPERS PENSION NORMAL COST	41,171	41,171	19,152.49	1,558.92	.00	22,018.51	46.5%
51010 CALPERS PENSION UAL	55,504	55,504	41,627.97	4,625.33	.00	13,876.03	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	13,848	13,848	6,484.64	459.29	.00	7,363.36	46.8%
51160 CITY PAID EMPLOYEE BENEFITS	114,844	114,844	58,108.95	5,729.53	.00	56,735.05	50.6%
51300 WORKERS COMPENSATION	27,058	27,058	20,293.56	2,254.84	.00	6,764.44	75.0%
52100 CHEMICALS	25,000	25,000	.00	.00	.00	25,000.00	.0%
52310 TRAINING-WORKSHOP-MTGS	1,000	1,000	.00	.00	.00	1,000.00	.0%
52400 MINOR EQUIPMENT	40,000	40,000	.00	.00	6,500.00	33,500.00	16.3%
53200 PROF SERVICES - OTHER	740,000	595,000	261,299.50	4,344.75	88,212.17	245,488.33	58.7%
54010 UTILITY EXPENSE-ELECTRIC	1,353	1,353	1,929.54	570.42	.00	-576.54	142.6%
54050 UTIL EXP REFUSE AND DISPOSE	275,000	275,000	159,986.14	43,337.93	.00	115,013.86	58.2%
54090 UNLEADED FUEL	3,279	3,279	10,279.00	.00	.00	-7,000.00	313.5%
55030 VEHICLE MAINTENANCE	0	0	31.75	.00	.00	-31.75	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	70,000	.00	.00	68,966.79	1,033.21	98.5%
57000 RENTALS & LEASES	50,000	125,000	14,330.28	.00	54,474.29	56,195.43	55.0%
57110 TAXES AND FILING FEES	60,000	60,000	53,352.00	.00	.00	6,648.00	88.9%
59200 IT & DATA PROCESSING CHGS	45,895	45,895	34,421.22	3,824.58	.00	11,473.78	75.0%
59300 LIABILITY INSURANCE CHGS	72,929	72,929	54,696.78	6,077.42	.00	18,232.22	75.0%
59500 FLEET EQUIP MAINT ISF CHG	0	0	699.65	19.75	.00	-699.65	100.0%
59600 INDIRECT PRORATED CST CHG	71,606	71,606	53,704.44	5,967.16	.00	17,901.56	75.0%
TOTAL STORM WATER MANAGEMENT FUND	2,077,074	2,077,074	1,026,451.24	115,181.02	218,153.25	832,469.51	59.9%

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119 PUBLIC SAFETY RETIREMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
119 PUBLIC SAFETY RETIREMENT FUND							
51000 CALPERS PENSION NORMAL COST	7,527,801	7,527,801	4,998,057.49	552,809.29	.00	2,529,743.51	66.4%
51020 CALPERS UAL - PUBLIC SAFETY	9,779,020	9,779,020	7,334,264.97	814,918.33	.00	2,444,755.03	75.0%
53310 COUNTY PROP TAX ADMIN CHG	140,371	140,371	18,371.35	.00	.00	121,999.65	13.1%
TOTAL PUBLIC SAFETY RETIREMENT FU	17,447,192	17,447,192	12,350,693.81	1,367,727.62	.00	5,096,498.19	70.8%
120 MAINT ASSMNT DIST							
50000 SALARIES - REGULAR	1,110,535	1,110,535	685,579.60	88,928.89	.00	424,955.40	61.7%
50100 SALARIES - TEMPORARY	0	0	1,650.00	262.50	.00	-1,650.00	100.0%
50200 OVERTIME WAGES	228,000	223,000	135,172.10	24,608.87	.00	87,827.90	60.6%
51000 CALPERS PENSION NORMAL COST	96,242	96,242	70,752.42	9,240.58	.00	25,489.58	73.5%
51010 CALPERS PENSION UAL	115,688	115,688	86,766.03	9,640.67	.00	28,921.97	75.0%
51160 CITY PAID EMPLOYEE BENEFITS	385,954	385,954	198,430.34	26,601.89	.00	187,523.66	51.4%
51300 WORKERS COMPENSATION	63,589	63,589	47,691.72	5,299.08	.00	15,897.28	75.0%
52000 POSTAGE	5,000	5,000	2,462.94	.64	.00	2,537.06	49.3%
52200 SUBSCRIPTIONS & PUBLS	7,000	7,000	339.50	.00	6,500.00	160.50	97.7%
52300 UNIFORMS	2,500	2,500	1,610.82	.00	6,727.83	-5,838.65	333.5%
52310 TRAINING-WORKSHOP-MTGS	12,000	12,000	4,586.62	440.00	.00	7,413.38	38.2%
52400 MINOR EQUIPMENT	29,000	19,000	107,747.84	51,922.66	90,243.74	-178,991.58	1042.1%
52600 SUPPLIES CUSTODIAL	39,000	39,000	16,999.28	.00	57,909.08	-35,908.36	192.1%
52610 SUPPLIES SAFETY	5,000	5,000	.00	.00	.00	5,000.00	.0%
52900 MISC SUPPLIES	123,000	123,000	19,242.28	2,597.39	22,816.69	80,941.03	34.2%
53020 INTERNAL PHOTOCOPING COSTS	5,000	5,000	.00	.00	.00	5,000.00	.0%
53200 PROF SERVICES - OTHER	6,958,185	7,053,626	2,524,134.96	404,664.80	2,336,973.50	2,192,518.03	68.9%
53310 COUNTY PROP TAX ADMIN CHG	15,339	16,839	8,772.88	.00	.00	8,065.87	52.1%
54010 UTILITY EXPENSE-ELECTRIC	224,453	224,453	162,028.10	16,671.76	.00	62,424.90	72.2%
54030 UTILITY EXPENSE- WASTEWATER	2,979	2,979	5,755.34	118.85	.00	-2,776.34	193.2%
54040 UTILITY EXPENSE WATER	1,038,528	1,038,528	589,178.80	23,156.46	.00	449,349.20	56.7%
54050 UTIL EXP REFUSE AND DISPOSE	25,000	25,000	13,099.52	865.62	.00	11,900.48	52.4%
54080 TELEPHONE CHGS	12,852	12,852	14,043.27	4,516.58	.00	-1,191.27	109.3%
56040 CAPEX - MACHINERY/EQUIP	0	15,000	11,999.99	.00	.00	3,000.01	80.0%
57000 RENTALS & LEASES	30,000	30,000	6,839.58	1,129.77	23,160.42	.00	100.0%
59000 TRANSFERS OUT	1,699,894	1,699,894	562,279.72	562,279.72	.00	1,137,614.69	33.1%
59200 IT & DATA PROCESSING CHGS	95,660	95,660	71,745.03	7,971.67	.00	23,914.97	75.0%
59300 LIABILITY INSURANCE CHGS	171,393	171,393	128,544.75	14,282.75	.00	42,848.25	75.0%
59400 TELEPHONE CHGS HIPC	2,237	2,237	1,677.69	186.41	.00	559.31	75.0%
59500 FLEET EQUIP MAINT ISF CHG	59,182	59,182	39,761.79	2,404.27	.00	19,420.21	67.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59600 INDIRECT PRORATED CST CHG	558,522	558,522	418,891.41	46,543.49	.00	139,630.59	75.0%
59700 FACILITY CHG MAINTENANCE	21,163	23,143	15,872.22	1,763.58	.00	7,270.69	68.6%
59800 TRANSFERS OUT - CIP	90,270	2,424,658	45,660.15	7,402.25	.00	2,378,998.08	1.9%
TOTAL MAINT ASSMNT DIST	13,233,165	15,666,475	5,999,316.69	1,313,501.15	2,544,331.26	7,122,826.84	54.5%
181 STATE GAS TAX FUND							
50000 SALARIES - REGULAR	1,495,149	1,495,149	803,723.39	88,698.27	.00	691,425.61	53.8%
50100 SALARIES - TEMPORARY	13,000	13,000	12,313.21	1,544.06	.00	686.79	94.7%
50200 OVERTIME WAGES	50,000	50,000	66,676.72	8,540.93	.00	-16,676.72	133.4%
50410 WORKERS COMP SALARY CONTINUE	0	0	17,032.21	.00	.00	-17,032.21	100.0%
51000 CALPERS PENSION NORMAL COST	165,132	165,132	79,941.65	8,918.02	.00	85,190.35	48.4%
51010 CALPERS PENSION UAL	239,975	239,975	179,981.19	19,997.91	.00	59,993.81	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	94,304	94,304	50,570.55	5,052.49	.00	43,733.45	53.6%
51160 CITY PAID EMPLOYEE BENEFITS	510,819	510,819	264,660.78	27,056.78	.00	246,158.22	51.8%
51210 RETIREE HEALTH INS PLAN	20,744	20,744	14,638.03	1,666.80	.00	6,105.97	70.6%
51300 WORKERS COMPENSATION	110,805	110,805	83,103.75	9,233.75	.00	27,701.25	75.0%
51400 AUTO ALLOWANCE	420	420	300.24	32.32	.00	119.76	71.5%
52000 POSTAGE	0	0	8.82	.00	.00	-8.82	100.0%
52310 TRAINING-WORKSHOP-MTGS	5,000	5,000	2,177.72	2,177.72	.00	2,822.28	43.6%
52340 MEMBERSHIPS	600	600	.00	.00	.00	600.00	.0%
52400 MINOR EQUIPMENT	158,360	130,275	64,337.40	4,870.62	63,677.02	2,260.12	98.3%
52900 MISC SUPPLIES	1,473	1,473	.00	.00	.00	1,473.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	1,200	1,200	492.93	150.23	.00	707.07	41.1%
53200 PROF SERVICES - OTHER	503,000	503,000	222,519.36	29,054.85	129,476.54	151,004.10	70.0%
54010 UTILITY EXPENSE-ELECTRIC	153,382	153,382	184,529.23	21,572.09	.00	-31,147.23	120.3%
54080 TELEPHONE CHGS	10,000	10,000	9,687.52	1,212.26	.00	312.48	96.9%
57000 RENTALS & LEASES	50,000	78,085	18,657.09	2,520.55	45,231.93	14,196.44	81.8%
57110 TAXES AND FILING FEES	0	0	1,013.00	.00	.00	-1,013.00	100.0%
57500 PRINCIPAL PAYMENTS	770,000	770,000	770,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	548,525	548,525	548,525.00	.00	.00	.00	100.0%
59200 IT & DATA PROCESSING CHGS	198,429	198,429	148,821.75	16,535.75	.00	49,607.25	75.0%
59300 LIABILITY INSURANCE CHGS	297,783	297,783	223,918.43	24,879.75	.00	73,864.57	75.2%
59400 TELEPHONE CHGS HIPC	8,871	8,871	6,653.25	739.25	.00	2,217.75	75.0%
59500 FLEET EQUIP MAINT ISF CHG	427,773	427,773	199,848.96	18,340.68	.00	227,924.04	46.7%
59600 INDIRECT PRORATED CST CHG	471,318	471,318	353,488.50	39,276.50	.00	117,829.50	75.0%
59700 FACILITY CHG MAINTENANCE	265,435	290,268	199,076.22	22,119.58	.00	91,191.64	68.6%
59800 TRANSFERS OUT - CIP	0	117,076	10,800.00	.00	.00	106,276.30	9.2%
TOTAL STATE GAS TAX FUND	6,571,497	6,713,406	4,537,496.90	354,191.16	238,385.49	1,937,523.77	71.1%
182 TRAFFIC SAFETY FUND							

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182 TRAFFIC SAFETY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000 SALARIES - REGULAR	243,779	243,779	90,639.73	13,334.10	.00	153,139.27	37.2%
50100 SALARIES - TEMPORARY	211	211	.00	.00	.00	211.00	.0%
51000 CALPERS PENSION NORMAL COST	25,377	25,377	9,265.85	1,388.08	.00	16,111.15	36.5%
51010 CALPERS PENSION UAL	65,299	65,299	48,974.22	5,441.58	.00	16,324.78	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	18,043	18,043	9,631.90	1,094.58	.00	8,411.10	53.4%
51160 CITY PAID EMPLOYEE BENEFITS	107,578	107,578	42,453.80	4,806.12	.00	65,124.20	39.5%
51300 WORKERS COMPENSATION	26,117	26,117	19,587.78	2,176.42	.00	6,529.22	75.0%
53200 PROF SERVICES - OTHER	0	1,877	.00	.00	.00	1,877.13	.0%
59200 IT & DATA PROCESSING CHGS	53,994	53,994	40,495.50	4,499.50	.00	13,498.50	75.0%
59300 LIABILITY INSURANCE CHGS	14,394	14,394	10,795.50	1,199.50	.00	3,598.50	75.0%
59600 INDIRECT PRORATED CST CHG	75,643	75,643	56,732.22	6,303.58	.00	18,910.78	75.0%
59800 TRANSFERS OUT - CIP	0	85,380	.00	.00	.00	85,380.11	.0%
TOTAL TRAFFIC SAFETY FUND	630,435	717,692	328,576.50	40,243.46	.00	389,115.74	45.8%
185 ROAD MAINT & REHAB ACT FUND							
50000 SALARIES - REGULAR	0	0	1,522.42	.00	.00	-1,522.42	100.0%
53200 PROF SERVICES - OTHER	150,000	300,000	.00	.00	.00	300,000.00	.0%
59000 TRANSFERS OUT	856,036	2,919,381	339,835.87	58,675.84	.00	2,579,544.82	11.6%
59800 TRANSFERS OUT - CIP	4,000,000	5,927,275	515,704.98	.00	.00	5,411,570.42	8.7%
TOTAL ROAD MAINT & REHAB ACT FUND	5,006,036	9,146,656	857,063.27	58,675.84	.00	8,289,592.82	9.4%
191 ASSET SEIZURE FUND - FED							
52310 TRAINING-WORKSHOP-MTGS	0	74,774	22,361.09	6,157.09	.00	52,412.90	29.9%
52400 MINOR EQUIPMENT	0	26,995	313.88	.00	.00	26,681.07	1.2%
53200 PROF SERVICES - OTHER	0	45,003	.00	.00	.00	45,003.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	26,102	.00	.00	.00	26,102.00	.0%
TOTAL ASSET SEIZURE FUND - FED	0	172,874	22,674.97	6,157.09	.00	150,198.97	13.1%
192 ASSET SEIZURE FUND - STATE							
52310 TRAINING-WORKSHOP-MTGS	0	34,457	9,646.18	1,783.20	.00	24,810.85	28.0%
52400 MINOR EQUIPMENT	0	35,363	894.30	142.84	11,524.60	22,944.48	35.1%
53200 PROF SERVICES - OTHER	0	20,000	20,000.00	.00	.00	.00	100.0%

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56040 CAPEX - MACHINERY/EQUIP	0	36,195	54,180.75	.00	.00	-17,985.95	149.7%
TOTAL ASSET SEIZURE FUND - STATE	0	126,015	84,721.23	1,926.04	11,524.60	29,769.38	76.4%
200 FEDERAL GRANTS FUND							
50000 SALARIES - REGULAR	-9,038	1,986,335	628,063.34	88,782.57	.00	1,358,271.38	31.6%
50100 SALARIES - TEMPORARY	42,901	42,901	28,093.00	3,179.00	.00	14,808.00	65.5%
50200 OVERTIME WAGES	0	209,761	122,413.14	27,807.84	.00	87,347.58	58.4%
50220 STATION COVERAGE OT	0	636,203	104,970.41	19,513.10	.00	531,232.15	16.5%
51000 CALPERS PENSION NORMAL COST	6,529	188,506	8,544.31	1,086.88	.00	179,961.43	4.5%
51010 CALPERS PENSION UAL	10,883	10,883	8,162.28	906.92	.00	2,720.72	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	12,857	12,857	8,696.84	1,161.07	.00	4,160.16	67.6%
51160 CITY PAID EMPLOYEE BENEFITS	19,816	750,433	214,325.08	30,621.01	.00	536,107.90	28.6%
51300 WORKERS COMPENSATION	53,447	113,175	40,085.28	4,453.92	.00	73,089.37	35.4%
51410 UNIFORM ALLOWANCE	1,200	1,200	.00	.00	.00	1,200.00	.0%
52310 TRAINING-WORKSHOP-MTGS	0	131,992	77,961.80	56,129.10	.00	54,030.20	59.1%
52400 MINOR EQUIPMENT	0	293,750	173,560.08	294.21	.00	120,189.47	59.1%
53200 PROF SERVICES - OTHER	0	404,215	70,834.00	.00	1,128.00	332,252.80	17.8%
59300 LIABILITY INSURANCE CHGS	26,385	33,143	19,788.75	2,198.75	.00	13,354.25	59.7%
59800 TRANSFERS OUT - CIP	0	13,573,207	5,301,859.70	2,320,774.08	.00	8,271,347.10	39.1%
TOTAL FEDERAL GRANTS FUND	164,980	18,388,559	6,807,358.01	2,556,908.45	1,128.00	11,580,072.51	37.0%
201 CDGB FUND							
50000 SALARIES - REGULAR	292,048	365,200	174,916.97	14,523.13	.00	190,282.89	47.9%
50100 SALARIES - TEMPORARY	144,061	271,633	68,469.50	7,879.50	.00	203,163.91	25.2%
51000 CALPERS PENSION NORMAL COST	33,547	41,650	18,362.09	1,564.98	.00	23,288.27	44.1%
51010 CALPERS PENSION UAL	0	6,714	.00	.00	.00	6,714.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	15,123	24,041	3,736.65	-228.22	.00	20,304.24	15.5%
51160 CITY PAID EMPLOYEE BENEFITS	60,319	76,508	52,164.83	4,000.47	.00	24,343.37	68.2%
52000 POSTAGE	1,460	1,660	262.56	34.08	.00	1,397.44	15.8%
52310 TRAINING-WORKSHOP-MTGS	4,600	13,517	100.91	.00	.00	13,416.12	.7%
52320 MILEAGE REIMBURSEMENTS	200	400	.00	.00	.00	400.00	.0%
52400 MINOR EQUIPMENT	2,250	3,859	.00	.00	.00	3,859.17	.0%
52900 MISC SUPPLIES	7,700	8,800	1,331.07	156.39	.00	7,468.93	15.1%
53020 INTERNAL PHOTOCOPING COSTS	2,250	2,323	163.24	.00	.00	2,159.32	7.0%
53200 PROF SERVICES - OTHER	608,460	1,181,978	47,364.26	8,445.82	85,080.00	1,049,533.64	11.2%
53220 SERVICES LEGAL SERVICES	800	2,770	.00	.00	.00	2,770.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53250 ADVERTISING	7,712	8,442	3,455.00	.00	1,545.00	3,442.08	59.2%
53600 HOUSING ASSIST LOAN GRANT	250,000	2,374,786	623,367.18	.00	1,247,650.94	503,768.34	78.8%
54020 UTILITY EXPENSE - GAS	0	12,000	.00	.00	.00	12,000.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	0	371	.00	.00	.00	371.00	.0%
54040 UTILITY EXPENSE WATER	0	4,052	.00	.00	.00	4,052.00	.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	11,029	.00	.00	.00	11,029.00	.0%
54080 TELEPHONE CHGS	2,000	3,006	936.52	103.28	.00	2,069.47	31.2%
56010 CAPEX - BUILDINGS	0	120,000	.00	.00	.00	120,000.00	.0%
57000 RENTALS & LEASES	0	814,538	.00	.00	.00	814,538.00	.0%
57400 CONTRIBUTION TO OTHER FND	0	49,025	.00	.00	.00	49,025.00	.0%
57410 CONTRIBUTION TO OTHER AGCY	117,000	419,679	.00	.00	117,000.00	302,679.00	27.9%
59300 LIABILITY INSURANCE CHGS	0	1,781	.00	.00	.00	1,781.00	.0%
59800 TRANSFERS OUT - CIP	764,387	2,736,679	28,902.69	.00	.00	2,707,776.61	1.1%
TOTAL CDGB FUND	2,313,917	8,556,442	1,023,533.47	36,479.43	1,451,275.94	6,081,632.80	28.9%
202 HOME FUND							
50000 SALARIES - REGULAR	0	101,680	.00	.00	.00	101,680.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	20,000	.00	.00	.00	20,000.00	.0%
52000 POSTAGE	600	1,659	188.60	55.69	.00	1,470.56	11.4%
52310 TRAINING-WORKSHOP-MTGS	2,100	2,610	550.00	.00	.00	2,060.38	21.1%
52320 MILEAGE REIMBURSEMENTS	120	440	.00	.00	.00	440.00	.0%
52400 MINOR EQUIPMENT	2,250	4,500	.00	.00	.00	4,500.00	.0%
52900 MISC SUPPLIES	1,200	2,700	95.81	95.81	404.19	2,200.00	18.5%
53020 INTERNAL PHOTOCOPING COSTS	1,500	3,000	.00	.00	.00	3,000.00	.0%
53200 PROF SERVICES - OTHER	49,116	264,874	5,288.60	766.10	68,623.40	190,962.49	27.9%
53220 SERVICES LEGAL SERVICES	25,000	130,000	.00	.00	.00	130,000.00	.0%
53250 ADVERTISING	5,000	18,780	.00	.00	3,000.00	15,780.00	16.0%
53600 HOUSING ASSIST LOAN GRANT	666,651	3,252,051	.00	.00	80,000.00	3,172,051.00	2.5%
57800 FOR CONTINGENCIES	115,330	280,250	.00	.00	.00	280,250.00	.0%
TOTAL HOME FUND	868,867	4,082,545	6,123.01	917.60	152,027.59	3,924,394.43	3.9%
203 EMERGENCY SHELTER FUND							
50000 SALARIES - REGULAR	11,723	18,257	818.94	545.96	.00	17,437.67	4.5%
51000 CALPERS PENSION NORMAL COST	1,312	1,882	85.26	56.84	.00	1,796.33	4.5%
51160 CITY PAID EMPLOYEE BENEFITS	2,556	3,919	189.31	126.20	.00	3,729.87	4.8%
53200 PROF SERVICES - OTHER	109,000	600,999	-52,012.14	859.24	414,757.38	238,253.37	60.4%

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57410 CONTRIBUTION TO OTHER AGCY	83,292	154,647	41,114.03	15,409.91	72,407.97	41,125.00	73.4%
TOTAL EMERGENCY SHELTER FUND	207,883	779,703	-9,804.60	16,998.15	487,165.35	302,342.24	61.2%
204 ARPA							
50000 SALARIES - REGULAR	0	58,200	.00	.00	.00	58,200.00	.0%
50100 SALARIES - TEMPORARY	0	236,970	.00	.00	.00	236,969.68	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	20,732	.00	.00	.00	20,732.00	.0%
52400 MINOR EQUIPMENT	0	240,615	4,205.38	1,699.35	38,935.67	197,474.02	17.9%
52600 SUPPLIES CUSTODIAL	0	65,000	135.36	.00	13,000.00	51,864.64	20.2%
52610 SUPPLIES SAFETY	0	16,317	.00	.00	.00	16,317.17	.0%
52620 SUPPLIES OTHER	0	4,827	.00	.00	.00	4,827.20	.0%
52900 MISC SUPPLIES	0	149,948	435.80	.00	10,564.20	138,948.09	7.3%
53200 PROF SERVICES - OTHER	0	4,517,951	460,358.03	53,723.05	520,036.09	3,537,556.52	21.7%
53250 ADVERTISING	0	11,954	.00	.00	.00	11,953.76	.0%
53270 CONSTRUCTION SERVICES	0	238,923	.00	.00	.00	238,922.50	.0%
56030 CAPEX - VEHICLES	0	255,106	.00	.00	.00	255,106.02	.0%
57000 RENTALS & LEASES	0	0	135,819.53	.00	35,180.47	-171,000.00	100.0%
57400 CONTRIBUTION TO OTHER FND	0	0	-1,000.00	.00	.00	1,000.00	100.0%
59000 TRANSFERS OUT	0	50,756	.00	.00	.00	50,755.77	.0%
59800 TRANSFERS OUT - CIP	0	17,035,487	567,227.29	232,491.25	.00	16,468,259.84	3.3%
TOTAL ARPA	0	22,902,785	1,167,181.39	287,913.65	617,716.43	21,117,887.21	7.8%
210 STATE & LOCAL GRANTS FUND							
50000 SALARIES - REGULAR	2,095,520	2,219,158	1,024,721.48	107,494.90	.00	1,194,436.77	46.2%
50100 SALARIES - TEMPORARY	3,791,361	3,782,118	1,038,646.18	137,432.28	.00	2,743,471.81	27.5%
50200 OVERTIME WAGES	0	293,273	552,169.76	54,517.58	.00	-258,896.89	188.3%
50410 WORKERS COMP SALARY CONTINUE	0	0	10,731.36	4,247.83	.00	-10,731.36	100.0%
51000 CALPERS PENSION NORMAL COST	222,710	223,510	120,510.73	12,283.92	.00	102,999.60	53.9%
51010 CALPERS PENSION UAL	403,216	403,216	302,411.43	33,601.27	.00	100,804.57	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	15,070	15,070	7,381.40	59.62	.00	7,688.60	49.0%
51160 CITY PAID EMPLOYEE BENEFITS	823,968	853,158	493,480.58	53,738.88	.00	359,677.79	57.8%
51300 WORKERS COMPENSATION	157,481	188,360	118,111.32	13,123.48	.00	70,248.30	62.7%
52300 UNIFORMS	17,910	29,845	12,183.99	.00	5,091.01	12,570.00	57.9%
52310 TRAINING-WORKSHOP-MTGS	22,000	118,892	13,386.33	15.00	.00	105,505.78	11.3%
52320 MILEAGE REIMBURSEMENTS	1,230	7,704	.00	.00	.00	7,704.00	.0%
52330 EDUCATION REIMBURSEMENT	0	30,000	1,245.00	.00	.00	28,755.00	4.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52340 MEMBERSHIPS	1,000	2,000	590.00	.00	.00	1,410.00	29.5%
52400 MINOR EQUIPMENT	66,160	613,901	183,042.44	5,517.72	66,607.07	364,251.46	40.7%
52510 PUBLIC OUTREACH	0	31,947	.00	.00	.00	31,946.86	.0%
52620 SUPPLIES OTHER	13,200	38,007	7,166.54	658.67	2,100.00	28,740.46	24.4%
52900 MISC SUPPLIES	17,000	66,161	13,490.26	4,938.78	11,959.81	40,711.12	38.5%
53000 SOFTWARE EXPENSE	0	75,000	4,745.25	.00	75,510.75	-5,256.00	107.0%
53010 SERVICES PRINTING BINDING	8,660	13,227	480.70	480.70	.00	12,746.30	3.6%
53020 INTERNAL PHOTOCOPING COSTS	0	10,000	80.86	.00	.00	9,919.14	.8%
53200 PROF SERVICES - OTHER	55,700	5,527,494	938,309.78	318,532.46	2,817,375.08	1,771,808.75	67.9%
53210 SERVICES AUDIT	0	25,000	25,000.00	.00	.00	.00	100.0%
53250 ADVERTISING	0	78,036	4,199.00	779.00	.00	73,836.54	5.4%
53600 HOUSING ASSIST LOAN GRANT	0	846,363	.00	.00	.00	846,363.00	.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	5,000	.00	.00	.00	5,000.00	.0%
54080 TELEPHONE CHGS	24,860	32,860	20,187.25	1,912.24	.00	12,672.75	61.4%
56040 CAPEX - MACHINERY/EQUIP	0	119,221	4,362.15	.00	.00	114,859.24	3.7%
57410 CONTRIBUTION TO OTHER AGCY	0	30,801	.00	.00	.00	30,801.00	.0%
58100 GENERAL LIABILITY INSURANCE	1,700	3,400	.00	.00	.00	3,400.00	.0%
59000 TRANSFERS OUT	0	257,747	30,434.18	.00	.00	227,312.82	11.8%
59200 IT & DATA PROCESSING CHGS	9,481	9,481	7,110.72	790.08	.00	2,370.28	75.0%
59300 LIABILITY INSURANCE CHGS	50,512	50,512	37,883.97	4,209.33	.00	12,628.03	75.0%
59600 INDIRECT PRORATED CST CHG	0	3,592	.00	.00	.00	3,592.00	.0%
59800 TRANSFERS OUT - CIP	0	42,530,521	2,824,040.48	1,019,530.36	.00	39,706,480.58	6.6%
TOTAL STATE & LOCAL GRANTS FUND	7,798,739	58,534,575	7,796,103.14	1,773,864.10	2,978,643.72	47,759,828.30	18.4%
212 TRANSPORT DEV ACT (TDA) FUND							
50000 SALARIES - REGULAR	73,410	73,410	14,346.69	1,591.48	.00	59,063.31	19.5%
51000 CALPERS PENSION NORMAL COST	7,642	7,642	1,494.35	165.82	.00	6,147.65	19.6%
51010 CALPERS PENSION UAL	6,530	6,530	4,897.53	544.17	.00	1,632.47	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	162.38	.00	.00	-162.38	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	26,044	26,044	2,312.14	240.82	.00	23,731.86	8.9%
51300 WORKERS COMPENSATION	5,213	5,213	3,909.78	434.42	.00	1,303.22	75.0%
52620 SUPPLIES OTHER	5,000	5,000	147.02	.00	1,796.59	3,056.39	38.9%
53200 PROF SERVICES - OTHER	778,000	778,000	454,170.19	91,421.07	234,574.97	89,254.84	88.5%
54010 UTILITY EXPENSE-ELECTRIC	28,000	28,000	33,514.91	68.81	.00	-5,514.91	119.7%
54030 UTILITY EXPENSE- WASTEWATER	7,500	7,500	1,783.53	87.57	.00	5,716.47	23.8%
54040 UTILITY EXPENSE WATER	24,260	24,260	5,749.36	260.36	.00	18,510.64	23.7%
54050 UTIL EXP REFUSE AND DISPOSE	7,850	7,850	5,662.56	627.84	.00	2,187.44	72.1%
54080 TELEPHONE CHGS	1,100	1,100	1,454.30	370.97	.00	-354.30	132.2%
55010 BUILDING MAINT & REPAIR	0	8,050	.00	.00	.00	8,050.00	.0%
59000 TRANSFERS OUT	5,000	46,792	20,254.19	.00	.00	26,538.15	43.3%

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59200 IT & DATA PROCESSING CHGS	5,399	5,399	4,049.28	449.92	.00	1,349.72	75.0%
59300 LIABILITY INSURANCE CHGS	14,049	14,049	10,536.75	1,170.75	.00	3,512.25	75.0%
59400 TELEPHONE CHGS HIPC	6,656	6,656	4,992.03	554.67	.00	1,663.97	75.0%
59600 INDIRECT PRORATED CST CHG	46,892	46,892	35,169.03	3,907.67	.00	11,722.97	75.0%
59800 TRANSFERS OUT - CIP	0	1,863,396	193,166.96	184,214.24	.00	1,670,229.03	10.4%
TOTAL TRANSPORT DEV ACT (TDA) FUN	1,048,545	2,961,783	797,772.98	286,110.58	236,371.56	1,927,638.79	34.9%
220 STATE HOUSING (LHTFP) GRANT							
50000 SALARIES - REGULAR	0	34,714	-2,569.01	.00	.00	37,282.88	-7.4%
53200 PROF SERVICES - OTHER	0	1,659,180	1,328,297.00	7,074.27	27,000.00	303,883.22	81.7%
53600 HOUSING ASSIST LOAN GRANT	0	1,140,112	.00	.00	885,095.00	255,016.80	77.6%
TOTAL STATE HOUSING (LHTFP) GRANT	0	2,834,006	1,325,727.99	7,074.27	912,095.00	596,182.90	79.0%
301 CAPITAL OUTLAY FUND							
50000 SALARIES - REGULAR	250,000	499,896	101,456.13	4,245.16	.00	398,440.26	20.3%
50200 OVERTIME WAGES	0	650,996	.00	.00	.00	650,995.90	.0%
51000 CALPERS PENSION NORMAL COST	0	16,061	10,556.64	441.92	.00	5,504.35	65.7%
51010 CALPERS PENSION UAL	0	17,914	.00	.00	.00	17,914.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	458	.00	.00	.00	458.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	69,702	21,056.11	1,145.69	.00	48,646.26	30.2%
51300 WORKERS COMPENSATION	0	64,859	.00	.00	.00	64,859.14	.0%
52310 TRAINING-WORKSHOP-MTGS	0	68,947	9,452.98	.00	.00	59,494.18	13.7%
52400 MINOR EQUIPMENT	0	400,303	165,052.74	1,082.68	40,000.00	195,249.79	51.2%
52600 SUPPLIES CUSTODIAL	0	30,000	.00	.00	5,000.00	25,000.00	16.7%
52900 MISC SUPPLIES	0	50,000	355.58	.00	5,500.00	44,144.42	11.7%
53000 SOFTWARE EXPENSE	283,021	290,978	158,690.86	.00	.01	132,287.13	54.5%
53200 PROF SERVICES - OTHER	4,916,333	28,115,214	7,396,670.19	782,169.22	8,453,387.71	12,265,155.74	56.4%
53220 SERVICES LEGAL SERVICES	0	6,032	.00	.00	.00	6,032.00	.0%
53250 ADVERTISING	0	92,500	53,976.00	4,152.00	17,992.00	20,532.00	77.8%
53270 CONSTRUCTION SERVICES	25,175,952	70,719,039	10,314,559.92	3,281,302.00	16,047,471.31	44,357,007.88	37.3%
55010 BUILDING MAINT & REPAIR	0	348,322	.00	.00	.00	348,322.43	.0%
55020 EQUIPMENT MAINTENANCE	0	95,575	.00	.00	.00	95,575.00	.0%
56000 CAPEX - LAND EASEMENTS	0	18,649	83,285.00	18,649.00	.00	-64,636.00	446.6%
56010 CAPEX - BUILDINGS	0	6,683,791	540,273.91	527,698.60	790,417.48	5,353,099.18	19.9%
56020 CAPEX - IMPRV OTH. THN BLDGS	764,387	14,708,570	46,268.95	2,843.75	136,686.05	14,525,615.43	1.2%
56030 CAPEX - VEHICLES	0	667,614	.00	.00	.00	667,613.76	.0%

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56040 CAPEX - MACHINERY/EQUIP	1,365,139	11,524,732	2,279,046.85	158,884.46	1,308,597.42	7,937,088.02	31.1%
56050 CAPEX - INFRASTRUCTURE	0	3,521,570	.00	.00	.00	3,521,570.28	.0%
56888 LIFE TO DATE COSTS (END FY22)	0	0	-20,492.22	.00	.00	20,492.22	100.0%
57000 RENTALS & LEASES	0	0	68,944.42	61,054.25	55.58	-69,000.00	100.0%
57800 FOR CONTINGENCIES	0	5,240,774	.00	.00	.00	5,240,774.00	.0%
59000 TRANSFERS OUT	0	6,237,872	1,153,538.32	136,622.86	.00	5,084,333.91	18.5%
59300 LIABILITY INSURANCE CHGS	15,507	39,107	.00	.00	.00	39,107.00	.0%
TOTAL CAPITAL OUTLAY FUND	32,770,339	150,179,476	22,382,692.38	4,980,291.59	26,805,107.56	100,991,676.28	32.8%
311 PEG FEES FUND							
59800 TRANSFERS OUT - CIP	0	439,207	75,726.80	63,074.87	.00	363,480.44	17.2%
TOTAL PEG FEES FUND	0	439,207	75,726.80	63,074.87	.00	363,480.44	17.2%
313 2022 LEASE PURCH EQUIP FUND							
59800 TRANSFERS OUT - CIP	0	1,680,723	.00	.00	.00	1,680,722.58	.0%
TOTAL 2022 LEASE PURCH EQUIP FUND	0	1,680,723	.00	.00	.00	1,680,722.58	.0%
314 2014 LEASE REV BOND FUND							
59600 INDIRECT PRORATED CST CHG	923	923	692.28	76.92	.00	230.72	75.0%
59800 TRANSFERS OUT - CIP	0	972,783	8,773.59	2,715.26	.00	964,009.74	.9%
TOTAL 2014 LEASE REV BOND FUND	923	973,706	9,465.87	2,792.18	.00	964,240.46	1.0%
315 2006 TAB HERO/SW/ORMOND FUND							
59800 TRANSFERS OUT - CIP	0	2,554,345	1,456,138.82	1,174,114.28	.00	1,098,206.13	57.0%
TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	2,554,345	1,456,138.82	1,174,114.28	.00	1,098,206.13	57.0%
320 LOST PUBLIC SECTOR REV FUND							

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320 LOST PUBLIC SECTOR REV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000 SALARIES - REGULAR	0	83,686	707.47	.00	.00	82,978.14	.8%
50500 MISC PAYROLL EXPENSE	0	300	.00	.00	.00	300.00	.0%
51000 CALPERS PENSION NORMAL COST	0	5,899	75.10	.00	.00	5,824.36	1.3%
51160 CITY PAID EMPLOYEE BENEFITS	0	21,424	126.13	.00	.00	21,297.55	.6%
53200 PROF SERVICES - OTHER	0	5,797,968	122,285.83	47,177.28	187,531.47	5,488,150.89	5.3%
53270 CONSTRUCTION SERVICES	0	3,607,479	.00	.00	.00	3,607,478.96	.0%
56010 CAPEX - BUILDINGS	0	1,900,000	.00	.00	.00	1,900,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	1,195,000	110,888.75	.00	589,206.01	494,905.24	58.6%
57400 CONTRIBUTION TO OTHER FND	0	100,000	2,000,000.00	.00	.00	-1,900,000.00	2000.0%
59000 TRANSFERS OUT	0	303,290	2,618.41	.00	.00	300,671.74	.9%
59800 TRANSFERS OUT - CIP	0	14,442,844	3,357,367.14	108,490.50	.00	11,085,476.97	23.2%
TOTAL LOST PUBLIC SECTOR REV FUND	0	27,457,890	5,594,068.83	155,667.78	776,737.48	21,087,083.85	23.2%
350 DEVELOPMENT IMPACT FEES FUND							
53200 PROF SERVICES - OTHER	0	8,713	8,410.75	.00	.00	302.00	96.5%
53700 DEVELOPER REIMBURSEMENTS	11,420,000	11,420,000	.00	.00	.00	11,420,000.00	.0%
59020 TRANSFER OUT - INTRAFUND	0	2,503,555	.00	.00	.00	2,503,555.00	.0%
59600 INDIRECT PRORATED CST CHG	51,770	51,770	32,327.38	3,385.58	.00	19,442.62	62.4%
59800 TRANSFERS OUT - CIP	3,370,604	15,767,660	1,138,278.25	856,221.46	.00	14,629,382.16	7.2%
59900 TRANSFERS OUT - DEBT	0	544,652	111,022.63	.00	.00	433,629.37	20.4%
TOTAL DEVELOPMENT IMPACT FEES FUN	14,842,374	30,296,350	1,290,039.01	859,607.04	.00	29,006,311.15	4.3%
360 OTH. DEVPT FEES FUND							
50000 SALARIES - REGULAR	698,255	653,255	340,564.64	45,738.13	.00	312,690.36	52.1%
50100 SALARIES - TEMPORARY	14,343	14,343	13,924.63	3,003.00	.00	418.37	97.1%
50200 OVERTIME WAGES	5,627	5,627	2,101.93	174.17	.00	3,525.07	37.4%
51000 CALPERS PENSION NORMAL COST	94,039	94,039	44,684.11	6,233.08	.00	49,354.89	47.5%
51010 CALPERS PENSION UAL	13,604	13,604	10,202.94	1,133.66	.00	3,401.06	75.0%
51160 CITY PAID EMPLOYEE BENEFITS	174,237	153,095	72,236.73	9,584.72	.00	80,858.27	47.2%
51300 WORKERS COMPENSATION	38,393	38,393	28,794.78	3,199.42	.00	9,598.22	75.0%
51410 UNIFORM ALLOWANCE	800	800	1,600.00	.00	.00	-800.00	200.0%
52000 POSTAGE	2,600	2,600	919.80	.00	.00	1,680.20	35.4%
52200 SUBSCRIPTIONS & PUBLS	1,500	1,500	908.52	908.52	.00	591.48	60.6%
52300 UNIFORMS	2,100	2,100	3,428.41	.00	999.97	-2,328.38	210.9%
52310 TRAINING-WORKSHOP-MTGS	11,935	11,935	7,881.47	5,604.57	.00	4,053.53	66.0%
52320 MILEAGE REIMBURSEMENTS	500	500	.00	.00	.00	500.00	.0%

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52340 MEMBERSHIPS	975	975	.00	.00	.00	975.00	.0%
52400 MINOR EQUIPMENT	8,850	8,850	2,824.99	.00	.00	6,025.01	31.9%
52610 SUPPLIES SAFETY	2,810	2,810	262.49	.00	.00	2,547.51	9.3%
52900 MISC SUPPLIES	6,375	6,375	5,312.31	530.86	2,979.56	-1,916.87	130.1%
53010 SERVICES PRINTING BINDING	1,750	1,750	.00	.00	500.00	1,250.00	28.6%
53020 INTERNAL PHOTOCOPING COSTS	3,500	3,500	1,578.79	85.22	1,504.36	416.85	88.1%
53110 SERVICES MEDICAL	5,500	5,500	.00	.00	.00	5,500.00	.0%
53200 PROF SERVICES - OTHER	103,500	206,353	54,706.82	5,025.86	53,130.04	98,515.78	52.3%
53220 SERVICES LEGAL SERVICES	100,000	100,000	5,229.00	.00	3,332.04	91,438.96	8.6%
53250 ADVERTISING	2,500	2,500	395.00	.00	2,105.00	.00	100.0%
53600 HOUSING ASSIST LOAN GRANT	100,000	1,450,000	.00	.00	1,250,000.00	200,000.00	86.2%
54080 TELEPHONE CHGS	5,000	5,000	3,748.87	28.85	.00	1,251.13	75.0%
55030 VEHICLE MAINTENANCE	700	700	.00	.00	.00	700.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	60,000	.00	.00	.00	60,000.00	.0%
57300 LEASE PMT CAP GROWTH FEES	23,366	23,366	4,762.87	.00	.00	18,603.13	20.4%
59000 TRANSFERS OUT	18,858	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	49,945	49,945	37,458.72	4,162.08	.00	12,486.28	75.0%
59300 LIABILITY INSURANCE CHGS	42,169	42,169	31,626.81	3,514.09	.00	10,542.19	75.0%
59400 TELEPHONE CHGS HIPC	2,237	2,237	1,677.78	186.42	.00	559.22	75.0%
59500 FLEET EQUIP MAINT ISF CHG	17,120	17,120	8,209.11	780.31	.00	8,910.89	48.0%
59600 INDIRECT PRORATED CST CHG	84,931	84,931	63,698.22	7,077.58	.00	21,232.78	75.0%
59700 FACILITY CHG MAINTENANCE	13,666	14,945	10,249.47	1,138.83	.00	4,695.06	68.6%
59800 TRANSFERS OUT - CIP	0	2,068,478	1,300.93	52.50	.00	2,067,177.45	.1%
TOTAL OTH. DEVPT FEES FUND	1,651,685	5,149,295	760,290.14	98,161.87	1,314,550.97	3,074,453.44	40.3%
420 HOUSING SUC AGCY FUND							
50000 SALARIES - REGULAR	6,738	6,738	2,742.20	501.68	.00	3,995.80	40.7%
51000 CALPERS PENSION NORMAL COST	701	701	282.59	52.20	.00	418.41	40.3%
51010 CALPERS PENSION UAL	1,088	1,088	816.03	90.67	.00	271.97	75.0%
51160 CITY PAID EMPLOYEE BENEFITS	2,372	2,372	564.95	113.82	.00	1,807.05	23.8%
51300 WORKERS COMPENSATION	386	386	289.53	32.17	.00	96.47	75.0%
52320 MILEAGE REIMBURSEMENTS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52400 MINOR EQUIPMENT	300	300	.00	.00	.00	300.00	.0%
52900 MISC SUPPLIES	1,000	1,000	.00	.00	500.00	500.00	50.0%
53020 INTERNAL PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	57,675	205,490	9,411.78	.00	45,053.22	151,025.00	26.5%
53220 SERVICES LEGAL SERVICES	30,000	30,000	.00	.00	.00	30,000.00	.0%
53600 HOUSING ASSIST LOAN GRANT	25,000	1,525,000	.00	.00	1,500,000.00	25,000.00	98.4%
59300 LIABILITY INSURANCE CHGS	500	500	375.03	41.67	.00	124.97	75.0%
TOTAL HOUSING SUC AGCY FUND	128,260	1,776,075	14,482.11	832.21	1,545,553.22	216,039.67	87.8%

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429 CDC SUCCESSOR AGENCY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
429 CDC SUCCESSOR AGENCY FUND							
50000 SALARIES - REGULAR	0	59,200	.00	.00	.00	59,200.00	.0%
52900 MISC SUPPLIES	0	25,000	.00	.00	.00	25,000.00	.0%
53200 PROF SERVICES - OTHER	9,000	24,000	24,460.42	1,326.65	45,780.68	-46,241.10	292.7%
53210 SERVICES AUDIT	0	10,000	.00	.00	.00	10,000.00	.0%
53220 SERVICES LEGAL SERVICES	0	25,000	27,475.00	4,225.00	32,525.00	-35,000.00	240.0%
53700 DEVELOPER REIMBURSEMENTS	0	2,157,329	2,031,951.00	.00	.00	125,378.00	94.2%
54030 UTILITY EXPENSE- WASTEWATER	0	25,000	1,694.47	293.76	.00	23,305.53	6.8%
54040 UTILITY EXPENSE WATER	0	25,000	2,576.25	402.15	.00	22,423.75	10.3%
55020 EQUIPMENT MAINTENANCE	0	25,000	.00	.00	.00	25,000.00	.0%
57500 PRINCIPAL PAYMENTS	0	3,822,800	3,362,800.00	151,900.00	.00	460,000.00	88.0%
57510 INTEREST & PENALTIES EXPENSE	0	1,205,883	1,205,881.50	.00	.00	1.50	100.0%
59500 FLEET EQUIP MAINT ISF CHG	3,480	3,480	279.54	.00	.00	3,200.46	8.0%
59800 TRANSFERS OUT - CIP	0	199,000	.00	.00	.00	199,000.00	.0%
TOTAL CDC SUCCESSOR AGENCY FUND	12,480	7,606,692	6,657,118.18	158,147.56	78,305.68	871,268.14	88.5%
481 DOWNTOWN IMPROVEMENT DISTRICT							
53200 PROF SERVICES - OTHER	85,716	168,400	6,255.75	.00	.00	162,143.87	3.7%
59800 TRANSFERS OUT - CIP	0	48,934	.00	.00	.00	48,934.00	.0%
TOTAL DOWNTOWN IMPROVEMENT DISTRI	85,716	217,334	6,255.75	.00	.00	211,077.87	2.9%
500 BOND ASSESSMENT DISTRICTS							
52000 POSTAGE	1,500	1,500	.00	.00	.00	1,500.00	.0%
52400 MINOR EQUIPMENT	1,500	1,500	.00	.00	.00	1,500.00	.0%
52900 MISC SUPPLIES	1,500	1,500	.00	.00	.00	1,500.00	.0%
53200 PROF SERVICES - OTHER	56,000	56,000	42,136.36	.00	13,748.71	114.93	99.8%
53210 SERVICES AUDIT	500	500	.00	.00	.00	500.00	.0%
53250 ADVERTISING	1,500	1,500	.00	.00	.00	1,500.00	.0%
53310 COUNTY PROP TAX ADMIN CHG	9,492	11,141	10,152.15	.00	.00	988.85	91.1%
57500 PRINCIPAL PAYMENTS	2,375,000	2,375,000	2,375,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	1,663,422	1,663,422	1,661,685.73	.00	.00	1,736.27	99.9%
59000 TRANSFERS OUT	51,216	51,216	1,250.15	1,250.15	.00	49,965.85	2.4%
59600 INDIRECT PRORATED CST CHG	20,459	20,459	15,344.37	1,704.93	.00	5,114.63	75.0%

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60500 DEBT OFFSET	0	0	-2,375,000.00	.00	.00	2,375,000.00	100.0%
TOTAL BOND ASSESSMENT DISTRICTS	4,182,089	4,183,738	1,730,568.76	2,955.08	13,748.71	2,439,420.53	41.7%
541 DEVELOPER/OTHER DEPOSITS FUND							
52310 TRAINING-WORKSHOP-MTGS	0	15,705	5,450.17	.00	6,576.85	3,677.64	76.6%
53200 PROF SERVICES - OTHER	0	6,455,869	244,879.85	29,536.43	203,406.58	6,007,582.68	6.9%
59800 TRANSFERS OUT - CIP	300,000	300,000	.00	.00	.00	300,000.00	.0%
TOTAL DEVELOPER/OTHER DEPOSITS FU	300,000	6,771,574	250,330.02	29,536.43	209,983.43	6,311,260.32	6.8%
542 PAYROLL CLEARING FUND							
50000 SALARIES - REGULAR	0	0	-10.97	-10.97	.00	10.97	100.0%
50400 VAC SICK COMP BUYBACK	3,488,707	3,488,707	2,248,789.94	146,530.26	.00	1,239,917.06	64.5%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	-138,948.68	-167,681.69	.00	138,948.68	100.0%
53200 PROF SERVICES - OTHER	0	0	21,150.73	.00	.00	-21,150.73	100.0%
53500 BANK CHARGES	0	0	-14,906.01	-15,306.01	.00	14,906.01	100.0%
TOTAL PAYROLL CLEARING FUND	3,488,707	3,488,707	2,116,075.01	-36,468.41	.00	1,372,631.99	60.7%
545 HOUSING AUTHORITY PAYROLL FUND							
50000 SALARIES - REGULAR	3,620,996	3,620,996	2,332,090.10	265,623.33	.00	1,288,905.90	64.4%
50100 SALARIES - TEMPORARY	0	0	15,534.61	2,314.41	.00	-15,534.61	100.0%
50200 OVERTIME WAGES	0	0	54,994.09	5,394.56	.00	-54,994.09	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	769.06	44.60	.00	-769.06	100.0%
51000 CALPERS PENSION NORMAL COST	376,941	376,941	242,942.68	27,548.11	.00	133,998.32	64.5%
51010 CALPERS PENSION UAL	515,862	515,862	.00	.00	.00	515,862.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	267,707	267,707	190,222.06	21,106.47	.00	77,484.94	71.1%
51040 EARLY RETIREMENT INCENTIVE	3,516	3,516	3,516.10	.00	.00	-.10	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	1,202,893	1,202,893	777,121.93	85,994.66	.00	425,771.07	64.6%
51210 RETIREE HEALTH INS PLAN	36,443	36,443	25,715.47	2,928.16	.00	10,727.53	70.6%
51400 AUTO ALLOWANCE	2,520	2,520	1,788.32	193.86	.00	731.68	71.0%
TOTAL HOUSING AUTHORITY PAYROLL F	6,026,878	6,026,878	3,644,694.42	411,148.16	.00	2,382,183.58	60.5%
561 OXNARD DOWNTOWN MGT DIST FUND							

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561 OXNARD DOWNTOWN MGT DIST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53310 COUNTY PROP TAX ADMIN CHG	0	0	460.65	.00	.00	-460.65	100.0%
57410 CONTRIBUTION TO OTHER AGCY	0	0	183,800.60	.00	.00	-183,800.60	100.0%
TOTAL OXNARD DOWNTOWN MGT DIST FU	0	0	184,261.25	.00	.00	-184,261.25	100.0%
571 CONTRIBUTIONS TRUST FUND							
51160 CITY PAID EMPLOYEE BENEFITS	0	130	.00	.00	.00	129.79	.0%
52300 UNIFORMS	0	0	1,278.23	.00	.00	-1,278.23	100.0%
52310 TRAINING-WORKSHOP-MTGS	0	246,489	6,443.70	868.24	.00	240,044.92	2.6%
52400 MINOR EQUIPMENT	0	97,044	.00	.00	.00	97,043.55	.0%
52620 SUPPLIES OTHER	0	65,478	14,570.87	591.32	1,548.07	49,359.12	24.6%
53020 INTERNAL PHOTOCOPING COSTS	0	1,534	.00	.00	.00	1,534.43	.0%
53200 PROF SERVICES - OTHER	0	781,799	3,364.20	.00	.00	778,434.81	.4%
55010 BUILDING MAINT & REPAIR	0	1,650,000	.00	.00	.00	1,650,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	1,732	.00	.00	.00	1,731.72	.0%
59800 TRANSFERS OUT - CIP	0	1,680	.00	.00	.00	1,680.00	.0%
TOTAL CONTRIBUTIONS TRUST FUND	0	2,845,885	25,657.00	1,459.56	1,548.07	2,818,680.11	1.0%
601 WATER OPERATING FUND							
50000 SALARIES - REGULAR	6,096,709	6,096,709	3,805,733.36	415,739.54	.00	2,290,975.64	62.4%
50100 SALARIES - TEMPORARY	110,000	110,000	12,774.67	1,716.00	.00	97,225.33	11.6%
50200 OVERTIME WAGES	350,000	350,000	416,031.00	50,564.66	.00	-66,031.00	118.9%
50410 WORKERS COMP SALARY CONTINUE	0	0	1,076.02	.00	.00	-1,076.02	100.0%
51000 CALPERS PENSION NORMAL COST	645,399	645,399	386,444.51	42,427.23	.00	258,954.49	59.9%
51010 CALPERS PENSION UAL	837,573	837,573	628,179.75	69,797.75	.00	209,393.25	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	256,508	256,508	168,094.64	18,488.75	.00	88,413.36	65.5%
51040 EARLY RETIREMENT INCENTIVE	3,182	3,182	3,182.11	.00	.00	-.11	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	1,891,213	1,891,213	1,145,443.22	122,478.71	.00	745,769.78	60.6%
51210 RETIREE HEALTH INS PLAN	30,836	30,836	21,759.23	2,477.67	.00	9,076.77	70.6%
51300 WORKERS COMPENSATION	333,192	333,192	249,894.00	27,766.00	.00	83,298.00	75.0%
51400 AUTO ALLOWANCE	1,050	1,050	750.88	80.77	.00	299.12	71.5%
51420 TOOL AND EQUIPMENT ALLOWANCE	950	950	950.00	.00	.00	.00	100.0%
52000 POSTAGE	6,000	6,000	4,385.05	499.38	.00	1,614.95	73.1%
52100 CHEMICALS	850,000	850,000	328,943.31	16,706.97	522,367.31	-1,310.62	100.2%
52110 REPAIR PARTS	470,000	470,000	70,738.13	42,772.47	155,906.21	243,355.66	48.2%
52200 SUBSCRIPTIONS & PUBLS	20,000	20,000	254.52	.00	.00	19,745.48	1.3%
52300 UNIFORMS	40,000	40,000	16,726.81	1,174.04	32,970.16	-9,696.97	124.2%

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52310 TRAINING-WORKSHOP-MTGS	95,000	95,000	66,129.33	6,815.97	14,490.00	14,380.67	84.9%
52330 EDUCATION REIMBURSEMENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
52340 MEMBERSHIPS	50,000	50,000	30,309.35	.00	.00	19,690.65	60.6%
52350 OTHER EXPENSE REIMB	75,000	75,000	150,745.00	18,970.00	.00	-75,745.00	201.0%
52400 MINOR EQUIPMENT	1,250,000	1,428,792	796,721.13	16,818.77	388,159.40	243,911.47	82.9%
52510 PUBLIC OUTREACH	200,000	200,000	38,098.87	7,387.00	-10,359.34	172,260.47	13.9%
52610 SUPPLIES SAFETY	105,000	105,000	14,335.31	672.24	9,334.12	81,330.57	22.5%
52900 MISC SUPPLIES	27,000	27,000	138,744.16	10,713.55	219,350.85	-331,095.01	1326.3%
53000 SOFTWARE EXPENSE	0	0	19.95	.00	.00	-19.95	100.0%
53010 SERVICES PRINTING BINDING	120,000	120,000	38,339.89	32,582.52	14,458.61	67,201.50	44.0%
53020 INTERNAL PHOTOCOPING COSTS	11,000	11,000	6,666.09	2,921.55	.00	4,333.91	60.6%
53200 PROF SERVICES - OTHER	3,362,000	3,455,668	1,575,889.84	338,704.42	964,501.55	915,276.61	73.5%
53210 SERVICES AUDIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
53220 SERVICES LEGAL SERVICES	800,000	800,000	290,568.47	8,010.00	481,002.82	28,428.71	96.4%
53250 ADVERTISING	30,000	30,000	7,459.00	.00	.00	22,541.00	24.9%
53260 LEGAL ADVOCACY	22,000	22,000	12,244.96	.00	8,026.00	1,729.04	92.1%
53400 PROFESSIONAL SERVICES - HR	5,000	5,000	2,542.90	.00	.00	2,457.10	50.9%
53420 TEST MONITOR COMPLIANCE	70,000	70,000	75,170.92	5,817.33	74,930.28	-80,101.20	214.4%
54010 UTILITY EXPENSE-ELECTRIC	1,200,000	1,200,000	978,764.38	136,117.17	.00	221,235.62	81.6%
54020 UTILITY EXPENSE - GAS	5,000	5,000	962.61	281.99	.00	4,037.39	19.3%
54030 UTILITY EXPENSE- WASTEWATER	794,500	794,500	483,300.26	61,674.12	.00	311,199.74	60.8%
54040 UTILITY EXPENSE WATER	78,750	78,750	44,329.13	4,721.23	.00	34,420.87	56.3%
54050 UTIL EXP REFUSE AND DISPOSE	19,000	19,000	7,947.50	787.25	.00	11,052.50	41.8%
54080 TELEPHONE CHGS	35,000	35,000	37,427.08	6,892.93	.00	-2,427.08	106.9%
54100 WATER PURCHASES	27,000,000	27,000,000	14,953,417.49	1,350,273.25	.00	12,046,582.51	55.4%
55010 BUILDING MAINT & REPAIR	225,000	225,000	.00	.00	.00	225,000.00	.0%
55020 EQUIPMENT MAINTENANCE	0	0	67.94	.00	.00	-67.94	100.0%
56040 CAPEX - MACHINERY/EQUIP	910,000	910,000	176,213.23	.00	15,295.00	718,491.77	21.0%
57000 RENTALS & LEASES	285,000	285,000	305,950.29	24,488.31	380,633.72	-401,584.01	240.9%
57110 TAXES AND FILING FEES	200,000	200,000	150,991.43	180.00	.00	49,008.57	75.5%
57200 BAD DEBT EXPENSE	75,000	75,000	-2,625.64	.00	.00	77,625.64	-3.5%
57500 PRINCIPAL PAYMENTS	5,579,504	5,579,504	.00	.00	.00	5,579,504.00	.0%
57510 INTEREST & PENALTIES EXPENSE	8,820,352	8,820,352	3,711,295.02	.00	.00	5,109,056.98	42.1%
59000 TRANSFERS OUT	32,000	32,000	1,000.00	.00	.00	31,000.00	3.1%
59100 CUSTOMER BILLING CHARGES	1,520,974	1,520,974	1,140,730.47	126,747.83	.00	380,243.53	75.0%
59200 IT & DATA PROCESSING CHGS	692,569	692,569	519,426.63	57,714.07	.00	173,142.37	75.0%
59300 LIABILITY INSURANCE CHGS	363,158	363,158	273,822.39	30,424.75	.00	89,335.61	75.4%
59400 TELEPHONE CHGS HIPC	64,739	64,739	48,554.19	5,394.91	.00	16,184.81	75.0%
59500 FLEET EQUIP MAINT ISF CHG	452,128	452,128	246,172.00	19,415.48	.00	205,956.00	54.4%
59600 INDIRECT PRORATED CST CHG	1,274,976	1,274,976	956,231.91	106,247.99	.00	318,744.09	75.0%
59700 FACILITY CHG MAINTENANCE	185,626	202,992	139,219.47	15,468.83	.00	63,772.83	68.6%
59800 TRANSFERS OUT - CIP	27,280	25,610,801	7,802,096.13	3,179,869.17	.00	17,808,705.24	30.5%
59900 TRANSFERS OUT - DEBT	0	27,280	6,962.46	.00	.00	20,317.54	25.5%
60200 CAPITAL ASSET OFFSET	0	0	-176,213.23	-73,962.78	.00	176,213.23	100.0%

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60300 INTERFUND ADVANCE OFFSET	0	0	144,646.56	.00	.00	-144,646.56	100.0%
TOTAL WATER OPERATING FUND	68,015,168	93,915,796	42,456,036.08	6,314,839.79	3,271,066.69	48,188,692.90	48.7%
602 WATER CIP FUND							
53200 PROF SERVICES - OTHER	0	7,481,643	995,236.77	96,134.85	4,142,160.42	2,344,245.64	68.7%
53270 CONSTRUCTION SERVICES	0	19,591,782	6,440,909.35	796,011.81	10,162,890.60	2,987,982.35	84.7%
56000 CAPEX - LAND EASEMENTS	0	85,276	8,012.50	.00	7,972.50	69,291.25	18.7%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	4,377	.00	.00	.00	4,377.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	111,345	.00	.00	.00	111,345.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	10,371,664	476,430.00	73,430.00	69,540.00	9,825,694.26	5.3%
57800 FOR CONTINGENCIES	0	2,040,846	.00	.00	.00	2,040,845.70	.0%
59000 TRANSFERS OUT	0	4,270,868	323,378.14	37,052.02	.00	3,947,489.48	7.6%
TOTAL WATER CIP FUND	0	43,957,801	8,243,966.76	1,002,628.68	14,382,563.52	21,331,270.68	51.5%
603 WATER DEVLPMT IMPACT FEES FUND							
59600 INDIRECT PRORATED CST CHG	21,294	21,294	15,970.50	1,774.50	.00	5,323.50	75.0%
59800 TRANSFERS OUT - CIP	0	10,517,420	826.30	.00	.00	10,516,593.27	.0%
TOTAL WATER DEVLPMT IMPACT FEES F	21,294	10,538,714	16,796.80	1,774.50	.00	10,521,916.77	.2%
605 WATER CAP FACILITY FUND							
53700 DEVELOPER REIMBURSEMENTS	375,000	375,000	.00	.00	.00	375,000.00	.0%
59600 INDIRECT PRORATED CST CHG	4,426	4,426	3,319.47	368.83	.00	1,106.53	75.0%
59800 TRANSFERS OUT - CIP	0	400,000	.00	.00	.00	400,000.00	.0%
TOTAL WATER CAP FACILITY FUND	379,426	779,426	3,319.47	368.83	.00	776,106.53	.4%
606 WATER RESOURCE FEE FUND							
59600 INDIRECT PRORATED CST CHG	1,401	1,401	1,050.75	116.75	.00	350.25	75.0%
59800 TRANSFERS OUT - CIP	0	240,784	.00	.00	.00	240,784.00	.0%

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TOTAL WATER RESOURCE FEE FUND	1,401	242,185	1,050.75	116.75	.00	241,134.25	.4%
607 WATER BOND 2021 (2004) FUND							
59800 TRANSFERS OUT - CIP	0	1,350,000	.00	.00	.00	1,350,000.00	.0%
TOTAL WATER BOND 2021 (2004) FUND	0	1,350,000	.00	.00	.00	1,350,000.00	.0%
608 WATER SECURITY-CONT PREV FUND							
50000 SALARIES - REGULAR	327,368	327,368	191,526.58	25,931.20	.00	135,841.42	58.5%
50200 OVERTIME WAGES	8,000	8,000	835.52	.00	.00	7,164.48	10.4%
51000 CALPERS PENSION NORMAL COST	32,483	32,483	19,183.84	2,669.90	.00	13,299.16	59.1%
51010 CALPERS PENSION UAL	43,533	43,533	32,649.75	3,627.75	.00	10,883.25	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	46,502	46,502	34,466.16	3,780.20	.00	12,035.84	74.1%
51160 CITY PAID EMPLOYEE BENEFITS	98,160	98,160	58,243.25	7,590.22	.00	39,916.75	59.3%
51300 WORKERS COMPENSATION	18,781	18,781	14,085.72	1,565.08	.00	4,695.28	75.0%
52000 POSTAGE	20,000	20,000	.00	.00	.00	20,000.00	.0%
52400 MINOR EQUIPMENT	100,000	100,000	27,721.04	84.78	76,329.05	-4,050.09	104.1%
53010 SERVICES PRINTING BINDING	15,000	15,000	.00	.00	.00	15,000.00	.0%
53200 PROF SERVICES - OTHER	350,000	350,000	313,521.69	20,660.00	92,957.42	-56,479.11	116.1%
53420 TEST MONITOR COMPLIANCE	200,000	200,000	93,376.69	8,626.27	62,334.11	44,289.20	77.9%
59000 TRANSFERS OUT	30,000	30,000	5,240.00	.00	.00	24,760.00	17.5%
59200 IT & DATA PROCESSING CHGS	35,996	35,996	26,997.03	2,999.67	.00	8,998.97	75.0%
59300 LIABILITY INSURANCE CHGS	20,333	20,333	15,249.78	1,694.42	.00	5,083.22	75.0%
59400 TELEPHONE CHGS HIPC	1,495	1,495	1,121.22	124.58	.00	373.78	75.0%
59600 INDIRECT PRORATED CST CHG	85,205	85,205	63,903.78	7,100.42	.00	21,301.22	75.0%
59800 TRANSFERS OUT - CIP	0	756,281	3,652.04	773.40	.00	752,629.27	.5%
TOTAL WATER SECURITY-CONT PREV FU	1,432,856	2,189,137	901,774.09	87,227.89	231,620.58	1,055,742.64	51.8%
609 WATER BOND 2021A REV BOND FUND							
59800 TRANSFERS OUT - CIP	0	4,234,606	331,315.14	92,688.26	.00	3,903,290.69	7.8%
TOTAL WATER BOND 2021A REV BOND F	0	4,234,606	331,315.14	92,688.26	.00	3,903,290.69	7.8%
611 WASTEWATER OPERATING FUND							

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611	WASTEWATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	7,204,946	7,204,946	4,752,970.01	537,024.47	.00	2,451,975.99	66.0%
50100	SALARIES - TEMPORARY	245,000	245,000	30,557.48	1,886.00	.00	214,442.52	12.5%
50200	OVERTIME WAGES	403,000	403,000	388,717.97	66,798.72	.00	14,282.03	96.5%
50410	WORKERS COMP SALARY CONTINUE	0	0	8,679.00	.00	.00	-8,679.00	100.0%
51000	CALPERS PENSION NORMAL COST	759,445	759,445	482,406.39	55,301.42	.00	277,038.61	63.5%
51010	CALPERS PENSION UAL	942,160	942,160	706,620.06	78,513.34	.00	235,539.94	75.0%
51030	RETIREMENT ENHANCEMENT PLAN	360,582	360,582	232,291.10	25,453.56	.00	128,290.90	64.4%
51160	CITY PAID EMPLOYEE BENEFITS	2,246,058	2,246,058	1,405,021.35	159,009.31	.00	841,036.65	62.6%
51210	RETIREE HEALTH INS PLAN	51,580	51,580	36,397.27	4,144.47	.00	15,182.73	70.6%
51300	WORKERS COMPENSATION	419,213	419,213	315,925.67	34,934.41	.00	103,287.33	75.4%
51400	AUTO ALLOWANCE	1,050	1,050	750.88	80.77	.00	299.12	71.5%
52000	POSTAGE	11,500	11,500	3,381.80	81.98	.00	8,118.20	29.4%
52100	CHEMICALS	1,875,000	1,875,000	1,276,782.84	103,001.63	551,313.59	46,903.57	97.5%
52110	REPAIR PARTS	381,000	407,000	148,681.70	14,390.73	133,704.53	124,613.77	69.4%
52200	SUBSCRIPTIONS & PUBLS	100	100	.00	.00	.00	100.00	.0%
52300	UNIFORMS	64,000	71,200	30,084.06	9,497.33	33,799.49	7,316.45	89.7%
52310	TRAINING-WORKSHOP-MTGS	100,000	134,000	29,813.99	4,116.45	51,950.00	52,236.01	61.0%
52330	EDUCATION REIMBURSEMENT	10,000	10,000	2,700.00	.00	.00	7,300.00	27.0%
52340	MEMBERSHIPS	43,550	43,550	33,245.90	2,335.00	.00	10,304.10	76.3%
52400	MINOR EQUIPMENT	865,000	969,000	620,909.87	97,100.05	482,855.01	-134,764.88	113.9%
52610	SUPPLIES SAFETY	90,000	103,800	31,379.37	1,816.83	58,849.78	13,570.85	86.9%
52900	MISC SUPPLIES	40,000	126,200	32,892.53	3,516.40	80,676.24	12,631.23	90.0%
53000	SOFTWARE EXPENSE	0	25,000	7,718.05	1,048.01	14,378.17	2,903.78	88.4%
53010	SERVICES PRINTING BINDING	16,000	21,500	4,690.20	.00	10,027.86	6,781.94	68.5%
53020	INTERNAL PHOTOCOPING COSTS	4,000	4,000	6,833.01	4,674.16	.00	-2,833.01	170.8%
53110	SERVICES MEDICAL	4,800	4,800	1,185.00	310.00	.00	3,615.00	24.7%
53200	PROF SERVICES - OTHER	4,406,000	3,529,722	1,194,203.47	130,673.88	1,553,750.43	781,768.10	77.9%
53220	SERVICES LEGAL SERVICES	300,000	300,000	295.00	.00	4,706.00	294,999.00	1.7%
53250	ADVERTISING	15,000	15,000	.00	.00	.00	15,000.00	.0%
53260	LEGAL ADVOCACY	11,000	11,000	5,637.65	.00	3,852.00	1,510.35	86.3%
53420	TEST MONITOR COMPLIANCE	400,000	665,000	460,838.01	4,202.18	211,209.59	-7,047.60	101.1%
54010	UTILITY EXPENSE-ELECTRIC	1,560,918	1,605,918	1,191,299.97	76,417.55	.00	414,618.03	74.2%
54020	UTILITY EXPENSE - GAS	250,000	250,000	147,723.36	13,606.69	80,786.99	21,489.65	91.4%
54030	UTILITY EXPENSE- WASTEWATER	15,000	15,000	9,722.77	885.29	.00	5,277.23	64.8%
54040	UTILITY EXPENSE WATER	90,000	90,000	83,721.70	7,487.93	.00	6,278.30	93.0%
54050	UTIL EXP REFUSE AND DISPOSE	1,500,000	1,500,000	1,030,004.90	238,229.60	456,203.59	13,791.51	99.1%
54080	TELEPHONE CHGS	46,000	71,000	54,269.49	6,417.88	.00	16,730.51	76.4%
54090	UNLEADED FUEL	160,000	249,500	94,194.98	50,253.28	153,672.56	1,632.46	99.3%
55010	BUILDING MAINT & REPAIR	80,000	80,000	15,120.18	.00	271.38	64,608.44	19.2%
55020	EQUIPMENT MAINTENANCE	100,000	100,000	.00	.00	.00	100,000.00	.0%
55030	VEHICLE MAINTENANCE	90,033	122,533	43,241.56	31.75	65,637.15	13,654.29	88.9%
56040	CAPEX - MACHINERY/EQUIP	1,782,500	1,805,000	438,548.69	-2,783.40	1,069,582.68	296,868.63	83.6%
57000	RENTALS & LEASES	240,000	441,600	215,442.14	22,149.00	100,392.14	125,765.72	71.5%
57110	TAXES AND FILING FEES	285,000	285,100	276,516.32	9,074.39	.00	8,583.68	97.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57200 BAD DEBT EXPENSE	40,000	40,000	-9,561.49	.00	.00	49,561.49	-23.9%
57500 PRINCIPAL PAYMENTS	5,550,000	5,550,000	.00	.00	.00	5,550,000.00	.0%
57510 INTEREST & PENALTIES EXPENSE	3,880,500	3,880,500	1,632,778.68	.00	.00	2,247,721.32	42.1%
59000 TRANSFERS OUT	15,000	15,000	.00	.00	.00	15,000.00	.0%
59100 CUSTOMER BILLING CHARGES	608,390	608,390	456,292.53	50,699.17	.00	152,097.47	75.0%
59200 IT & DATA PROCESSING CHGS	779,049	779,049	584,286.84	64,920.76	.00	194,762.16	75.0%
59300 LIABILITY INSURANCE CHGS	367,161	367,161	276,824.70	30,758.34	.00	90,336.30	75.4%
59400 TELEPHONE CHGS HIPC	141,352	141,352	106,013.97	11,779.33	.00	35,338.03	75.0%
59500 FLEET EQUIP MAINT ISF CHG	42,391	42,391	26,003.88	683.99	.00	16,387.12	61.3%
59600 INDIRECT PRORATED CST CHG	1,259,754	1,259,754	944,815.41	104,979.49	.00	314,938.59	75.0%
59700 FACILITY CHG MAINTENANCE	140,049	153,151	105,036.75	11,670.75	.00	48,114.58	68.6%
59800 TRANSFERS OUT - CIP	13,930,960	37,825,145	1,113,328.17	325,996.95	.00	36,711,816.66	2.9%
59900 TRANSFERS OUT - DEBT	0	30,960	7,901.58	.00	.00	23,058.42	25.5%
60200 CAPITAL ASSET OFFSET	0	0	-417,911.72	-321,788.69	.00	417,911.72	100.0%
TOTAL WASTEWATER OPERATING FUND	54,224,041	78,268,910	20,677,224.99	2,041,381.15	5,117,619.18	52,474,065.99	33.0%
612 WASTEWATER CIP FUND							
53200 PROF SERVICES - OTHER	200,000	9,236,026	1,896,239.34	264,173.79	5,046,585.27	2,293,201.77	75.2%
53270 CONSTRUCTION SERVICES	13,700,000	82,349,576	12,646,736.97	2,651,238.92	36,257,579.55	33,445,259.28	59.4%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	3,346,843	.00	.00	.00	3,346,843.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	1,917,559	.00	.00	790,397.00	1,127,162.00	41.2%
57800 FOR CONTINGENCIES	0	1,316,500	.00	.00	.00	1,316,500.00	.0%
59000 TRANSFERS OUT	0	5,001,325	197,562.27	28,862.54	.00	4,803,762.92	4.0%
TOTAL WASTEWATER CIP FUND	13,900,000	103,167,829	14,740,538.58	2,944,275.25	42,094,561.82	46,332,728.97	55.1%
613 WASTEWATER CONNECTION FEE FUND							
53200 PROF SERVICES - OTHER	0	68,312	.00	.00	.00	68,312.00	.0%
53700 DEVELOPER REIMBURSEMENTS	1,175,000	1,175,000	.00	.00	.00	1,175,000.00	.0%
57700 LOANS TO PROP OWNERS	0	52,168	.00	.00	.00	52,168.00	.0%
59600 INDIRECT PRORATED CST CHG	20,024	20,024	15,018.03	1,668.67	.00	5,005.97	75.0%
TOTAL WASTEWATER CONNECTION FEE F	1,195,024	1,315,504	15,018.03	1,668.67	.00	1,300,485.97	1.1%
617 WASTEWATER BOND FUNDED CIP							

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617 WASTEWATER BOND FUNDED CIP	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	0	64,182,739	12,605,264.94	9,937,406.50	.00	51,577,473.95	19.6%
TOTAL WASTEWATER BOND FUNDED CIP	0	64,182,739	12,605,264.94	9,937,406.50	.00	51,577,473.95	19.6%
631 SOLID WASTE OPERATING FUND							
50000 SALARIES - REGULAR	12,463,439	12,577,710	8,220,752.92	932,724.07	.00	4,356,957.08	65.4%
50100 SALARIES - TEMPORARY	56,461	206,461	26,879.75	6,032.34	.00	179,581.25	13.0%
50200 OVERTIME WAGES	1,630,283	1,640,283	3,014,976.47	354,152.37	.00	-1,374,693.47	183.8%
50410 WORKERS COMP SALARY CONTINUE	0	0	59,766.17	7,177.44	.00	-59,766.17	100.0%
51000 CALPERS PENSION NORMAL COST	1,306,426	1,318,707	851,205.15	96,752.72	.00	467,501.85	64.5%
51010 CALPERS PENSION UAL	2,030,156	2,054,099	1,540,574.37	171,174.93	.00	513,524.63	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	668,599	675,372	441,846.63	49,312.42	.00	233,525.37	65.4%
51040 EARLY RETIREMENT INCENTIVE	24,617	24,617	24,616.59	.00	.00	.41	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	4,515,806	4,566,048	3,045,680.47	336,933.65	.00	1,520,367.53	66.7%
51210 RETIREE HEALTH INS PLAN	52,141	52,141	36,792.90	4,189.52	.00	15,348.10	70.6%
51300 WORKERS COMPENSATION	897,976	867,044	650,283.03	72,253.67	.00	216,760.97	75.0%
51400 AUTO ALLOWANCE	1,050	1,050	750.88	80.77	.00	299.12	71.5%
51420 TOOL AND EQUIPMENT ALLOWANCE	14,250	14,250	13,775.00	.00	.00	475.00	96.7%
52000 POSTAGE	3,000	3,000	1,201.38	225.17	.00	1,798.62	40.0%
52110 REPAIR PARTS	190,000	190,000	101,440.20	5,599.12	24,812.12	63,747.68	66.4%
52200 SUBSCRIPTIONS & PUBLS	495	495	.00	.00	.00	495.00	.0%
52300 UNIFORMS	150,000	150,000	102,939.68	7,116.60	20,391.82	26,668.50	82.2%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	9,063.32	.00	.00	20,936.68	30.2%
52330 EDUCATION REIMBURSEMENT	6,500	6,500	.00	.00	.00	6,500.00	.0%
52340 MEMBERSHIPS	10,000	10,000	1,695.00	.00	.00	8,305.00	17.0%
52400 MINOR EQUIPMENT	1,202,800	1,196,704	717,985.13	45,209.59	232,704.86	246,013.93	79.4%
52510 PUBLIC OUTREACH	7,000	7,000	.00	.00	.00	7,000.00	.0%
52610 SUPPLIES SAFETY	79,000	79,000	40,651.50	3,909.78	14,905.75	23,442.75	70.3%
52900 MISC SUPPLIES	37,000	37,000	16,100.83	533.19	10,216.15	10,683.02	71.1%
53000 SOFTWARE EXPENSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	6,691	6,691	4,730.55	1,958.51	.00	1,960.45	70.7%
53200 PROF SERVICES - OTHER	1,877,312	1,897,312	855,445.82	82,613.34	816,210.27	225,655.91	88.1%
53250 ADVERTISING	89,500	104,501	16,955.00	200.00	6,515.00	81,030.50	22.5%
53260 LEGAL ADVOCACY	15,000	15,000	5,637.65	.00	3,850.00	5,512.35	63.3%
53500 BANK CHARGES	37,180	37,180	16,744.96	2,464.60	20,435.04	.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	110,151	110,151	103,238.13	9,610.09	.00	6,912.87	93.7%
54020 UTILITY EXPENSE - GAS	2,600	2,600	742.28	251.34	.00	1,857.72	28.5%
54030 UTILITY EXPENSE- WASTEWATER	1,800	1,800	1,286.48	114.30	.00	513.52	71.5%
54040 UTILITY EXPENSE WATER	18,000	18,000	7,070.39	674.30	.00	10,929.61	39.3%
54050 UTIL EXP REFUSE AND DISPOSE	10,700,000	10,640,750	6,938,431.40	841,670.40	3,209,221.51	493,097.09	95.4%
54080 TELEPHONE CHGS	50,000	50,000	35,926.19	6,335.66	.00	14,073.81	71.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54090 UNLEADED FUEL	245,000	245,000	149,818.24	12,936.52	94,195.08	986.68	99.6%
54200 RECYCLES BUY BACK	2,700,000	2,700,000	1,011,852.95	76,221.34	.00	1,688,147.05	37.5%
54300 GREENWASTE PROCESSING	1,000,000	850,000	545,648.60	80,531.17	254,351.40	50,000.00	94.1%
54400 SUPP WASTE HAULING	1,500,000	1,500,000	844,487.07	91,101.85	373,033.27	282,479.66	81.2%
55010 BUILDING MAINT & REPAIR	150,000	150,000	18,291.68	18,291.68	13,681.00	118,027.32	21.3%
55030 VEHICLE MAINTENANCE	200,000	200,000	108,290.00	11,790.00	5,710.00	86,000.00	57.0%
56040 CAPEX - MACHINERY/EQUIP	515,000	534,300	145,991.32	.00	.00	388,308.68	27.3%
57000 RENTALS & LEASES	1,414,235	1,382,096	684,763.02	4,664.28	634,434.44	62,898.54	95.4%
57110 TAXES AND FILING FEES	75,000	75,000	36,237.96	3,365.47	.00	38,762.04	48.3%
57200 BAD DEBT EXPENSE	30,000	30,000	-3,405.99	.00	.00	33,405.99	-11.4%
57500 PRINCIPAL PAYMENTS	1,928,565	1,928,565	1,208,508.50	248,697.89	.00	720,056.50	62.7%
57510 INTEREST & PENALTIES EXPENSE	174,885	174,885	98,742.40	34,432.44	.00	76,142.60	56.5%
59000 TRANSFERS OUT	50,000	50,000	1,049.88	.00	.00	48,950.12	2.1%
59100 CUSTOMER BILLING CHARGES	912,584	912,584	684,438.03	76,048.67	.00	228,145.97	75.0%
59200 IT & DATA PROCESSING CHGS	1,777,675	1,705,682	1,279,261.44	142,140.16	.00	426,420.56	75.0%
59300 LIABILITY INSURANCE CHGS	793,645	800,761	602,024.76	66,891.68	.00	198,736.24	75.2%
59400 TELEPHONE CHGS HIPC	38,318	38,318	28,738.53	3,193.17	.00	9,579.47	75.0%
59500 FLEET EQUIP MAINT ISF CHG	4,171,212	4,140,900	2,751,368.60	367,374.58	.00	1,389,531.40	66.4%
59600 INDIRECT PRORATED CST CHG	1,786,879	1,786,879	1,340,159.31	148,906.59	.00	446,719.69	75.0%
59700 FACILITY CHG MAINTENANCE	125,453	137,190	94,089.69	10,454.41	.00	43,100.11	68.6%
59800 TRANSFERS OUT - CIP	77,948	4,686,048	451,612.12	134,066.89	.00	4,234,435.58	9.6%
59900 TRANSFERS OUT - DEBT	0	77,948	19,894.28	.00	.00	58,053.72	25.5%
60200 CAPITAL ASSET OFFSET	0	0	-145,991.32	-145,991.32	.00	145,991.32	100.0%
60500 DEBT OFFSET	0	0	-1,224,038.56	-256,521.80	.00	1,224,038.56	100.0%
TOTAL SOLID WASTE OPERATING FUND	57,956,632	62,702,621	37,637,018.73	4,167,865.56	5,734,667.71	19,330,934.48	69.2%
632 SOLID WASTE CIP FUND							
53200 PROF SERVICES - OTHER	0	310,638	14,150.39	.00	5,394.31	291,093.37	6.3%
53270 CONSTRUCTION SERVICES	0	3,705,500	387,626.11	.00	1,067,693.74	2,250,180.62	39.3%
56040 CAPEX - MACHINERY/EQUIP	0	289,312	.00	.00	.00	289,311.95	.0%
57800 FOR CONTINGENCIES	0	502,500	.00	.00	.00	502,500.00	.0%
59000 TRANSFERS OUT	0	177,447	49,835.62	1,933.44	.00	127,611.59	28.1%
TOTAL SOLID WASTE CIP FUND	0	4,985,398	451,612.12	1,933.44	1,073,088.05	3,460,697.53	30.6%
638 SOLID WASTE SEC - CONT PREV FU							
53200 PROF SERVICES - OTHER	163,000	163,000	118,820.86	6,024.46	33,362.34	10,816.80	93.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	0	299,350	.00	.00	.00	299,350.00	.0%
TOTAL SOLID WASTE SEC - CONT PREV	163,000	462,350	118,820.86	6,024.46	33,362.34	310,166.80	32.9%
641 PERFORMING ARTS CENTER FUND							
54010 UTILITY EXPENSE-ELECTRIC	72,000	72,000	.00	.00	.00	72,000.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	4,588	4,588	1,377.18	147.78	.00	3,210.82	30.0%
54040 UTILITY EXPENSE WATER	10,493	10,493	7,320.09	687.42	.00	3,172.91	69.8%
54050 UTIL EXP REFUSE AND DISPOSE	21,336	21,336	17,379.05	1,721.21	.00	3,956.95	81.5%
55010 BUILDING MAINT & REPAIR	120,857	120,857	9,520.77	1,281.47	65,443.07	45,893.16	62.0%
57110 TAXES AND FILING FEES	200	200	.00	.00	.00	200.00	.0%
TOTAL PERFORMING ARTS CENTER FUND	229,474	229,474	35,597.09	3,837.88	65,443.07	128,433.84	44.0%
651 GOLF COURSE OPERATING FUND							
50000 SALARIES - REGULAR	26,173	26,173	17,917.92	1,591.48	.00	8,255.08	68.5%
51000 CALPERS PENSION NORMAL COST	2,725	2,725	1,701.15	165.74	.00	1,023.85	62.4%
51010 CALPERS PENSION UAL	1,632	1,632	1,224.00	136.00	.00	408.00	75.0%
51160 CITY PAID EMPLOYEE BENEFITS	5,134	5,134	3,521.90	282.10	.00	1,612.10	68.6%
51300 WORKERS COMPENSATION	1,460	1,460	1,095.03	121.67	.00	364.97	75.0%
52400 MINOR EQUIPMENT	347,800	347,800	230,382.09	26,378.00	.00	117,417.91	66.2%
53020 INTERNAL PHOTOCOPING COSTS	0	0	539.09	176.74	.00	-539.09	100.0%
53200 PROF SERVICES - OTHER	4,067,821	5,025,036	2,579,283.87	329,431.00	11,681.24	2,434,070.89	51.6%
53210 SERVICES AUDIT	10,000	10,000	20,000.00	.00	.00	-10,000.00	200.0%
53500 BANK CHARGES	106,517	106,517	119,612.19	9,569.39	.00	-13,095.19	112.3%
54010 UTILITY EXPENSE-ELECTRIC	234,000	234,000	175,844.73	14,224.00	.00	58,155.27	75.1%
54040 UTILITY EXPENSE WATER	430,000	430,000	213,095.08	5,295.00	.00	216,904.92	49.6%
54050 UTIL EXP REFUSE AND DISPOSE	15,000	15,000	6,366.77	906.00	.00	8,633.23	42.4%
54070 INTERNET CHARGES	12,894	12,894	2,769.00	410.00	.00	10,125.00	21.5%
54080 TELEPHONE CHGS	8,800	8,800	7,046.00	.00	.00	1,754.00	80.1%
55030 VEHICLE MAINTENANCE	35,052	33,002	26,552.00	.00	.00	6,450.00	80.5%
56040 CAPEX - MACHINERY/EQUIP	100,000	74,124	.00	.00	11,319.50	62,804.50	15.3%
57110 TAXES AND FILING FEES	24,502	26,552	.00	.00	.00	26,552.00	.0%
57500 PRINCIPAL PAYMENTS	144,647	144,647	144,646.56	.00	.00	.44	100.0%
57510 INTEREST & PENALTIES EXPENSE	14,694	14,694	14,693.50	.00	.00	.50	100.0%
58100 GENERAL LIABILITY INSURANCE	126,000	126,000	71,841.90	10,263.00	.00	54,158.10	57.0%
59200 IT & DATA PROCESSING CHGS	1,353	1,353	1,014.75	112.75	.00	338.25	75.0%
59300 LIABILITY INSURANCE CHGS	1,391	1,391	1,043.28	115.92	.00	347.72	75.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59400 TELEPHONE CHGS HIPC	10,962	10,962	8,221.50	913.50	.00	2,740.50	75.0%
59600 INDIRECT PRORATED CST CHG	48,464	48,464	36,348.03	4,038.67	.00	12,115.97	75.0%
59800 TRANSFERS OUT - CIP	0	588,786	34,776.09	13,613.58	.00	554,010.23	5.9%
60300 INTERFUND ADVANCE OFFSET	0	0	-144,646.56	.00	.00	144,646.56	100.0%
TOTAL GOLF COURSE OPERATING FUND	5,777,021	7,297,146	3,574,889.87	417,744.54	23,000.74	3,699,255.71	49.3%
652 GOLF COURSE CIP FUND							
53200 PROF SERVICES - OTHER	0	157,236	27,733.96	4,063.26	99,775.61	29,726.75	81.1%
53270 CONSTRUCTION SERVICES	0	426,550	.00	.00	.00	426,550.00	.0%
56010 CAPEX - BUILDINGS	0	510,000	.00	.00	.00	510,000.00	.0%
59000 TRANSFERS OUT	0	95,000	7,042.13	1,311.56	.00	87,957.87	7.4%
TOTAL GOLF COURSE CIP FUND	0	1,188,786	34,776.09	5,374.82	99,775.61	1,054,234.62	11.3%
701 PUBLIC LIAB & PROP INSUR ISF							
50000 SALARIES - REGULAR	186,624	186,624	115,784.34	12,911.44	.00	70,839.66	62.0%
51000 CALPERS PENSION NORMAL COST	18,227	18,227	12,009.08	1,344.12	.00	6,217.92	65.9%
51010 CALPERS PENSION UAL	16,869	16,869	12,651.75	1,405.75	.00	4,217.25	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	33,181	33,181	11,920.26	1,327.70	.00	21,260.74	35.9%
51160 CITY PAID EMPLOYEE BENEFITS	46,991	46,991	26,455.50	3,045.05	.00	20,535.50	56.3%
51300 WORKERS COMPENSATION	10,323	10,323	7,742.25	860.25	.00	2,580.75	75.0%
51400 AUTO ALLOWANCE	210	210	148.94	16.15	.00	61.06	70.9%
52000 POSTAGE	33	33	.00	.00	.00	33.00	.0%
52200 SUBSCRIPTIONS & PUBLS	275	275	.00	.00	.00	275.00	.0%
52310 TRAINING-WORKSHOP-MTGS	500	500	.00	.00	.00	500.00	.0%
52320 MILEAGE REIMBURSEMENTS	300	300	.00	.00	.00	300.00	.0%
52400 MINOR EQUIPMENT	700	700	.00	.00	.00	700.00	.0%
52900 MISC SUPPLIES	325	325	.00	.00	.00	325.00	.0%
53010 SERVICES PRINTING BINDING	600	600	.00	.00	.00	600.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	270,000	270,000	198,294.83	23,280.92	72,818.17	-1,113.00	100.4%
53220 SERVICES LEGAL SERVICES	15,113	15,113	2,632.50	.00	2,515.00	9,965.50	34.1%
55010 BUILDING MAINT & REPAIR	3,324	3,324	.00	.00	.00	3,324.00	.0%
58050 LOSS CONTROL ACTIVITIES	110,000	110,000	.00	.00	.00	110,000.00	.0%
58200 PHYSICAL DMG INS NON AUTO	1,635,000	1,635,000	1,339,768.00	.00	26,548.00	268,684.00	83.6%
58300 EXCESS LIABILITY INS	3,300,000	3,300,000	2,765,470.00	.00	.00	534,530.00	83.8%
58400 LIABILITY CLAIMS EXPENSE	2,500,000	2,500,000	2,642,356.25	640,650.94	.00	-142,356.25	105.7%

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58500 WORKERS COMP CLAIMS	316,768	316,768	.00	.00	.00	316,768.00	.0%
59300 LIABILITY INSURANCE CHGS	15,622	15,622	11,716.47	1,301.83	.00	3,905.53	75.0%
59600 INDIRECT PRORATED CST CHG	93,938	93,938	70,453.53	7,828.17	.00	23,484.47	75.0%
TOTAL PUBLIC LIAB & PROP INSUR IS	8,575,923	8,575,923	7,217,403.70	693,972.32	101,881.17	1,256,638.13	85.3%
702 WORKERS COMP INSUR ISF							
50000 SALARIES - REGULAR	493,337	493,337	281,683.81	31,640.42	.00	211,653.19	57.1%
51000 CALPERS PENSION NORMAL COST	51,356	51,356	29,253.92	3,293.72	.00	22,102.08	57.0%
51010 CALPERS PENSION UAL	42,989	42,989	32,241.78	3,582.42	.00	10,747.22	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	13,649	13,649	9,536.04	1,062.09	.00	4,112.96	69.9%
51160 CITY PAID EMPLOYEE BENEFITS	109,149	109,149	59,098.28	6,404.41	.00	50,050.72	54.1%
51210 RETIREE HEALTH INS PLAN	1,682	1,682	1,186.85	135.15	.00	495.15	70.6%
51300 WORKERS COMPENSATION	21,715	21,715	16,286.22	1,809.58	.00	5,428.78	75.0%
51400 AUTO ALLOWANCE	210	210	149.02	16.15	.00	60.98	71.0%
52000 POSTAGE	63	63	55.13	.00	.00	7.87	87.5%
52310 TRAINING-WORKSHOP-MTGS	432	432	1,947.00	.00	.00	-1,515.00	450.7%
52320 MILEAGE REIMBURSEMENTS	0	0	127.06	.00	.00	-127.06	100.0%
52400 MINOR EQUIPMENT	65	65	.00	.00	.00	65.00	.0%
52900 MISC SUPPLIES	950	950	209.92	.00	290.08	450.00	52.6%
53020 INTERNAL PHOTOCOPING COSTS	400	400	.00	.00	.00	400.00	.0%
53200 PROF SERVICES - OTHER	328,000	328,000	176,705.90	22,008.84	138,543.14	12,750.96	96.1%
54080 TELEPHONE CHGS	0	0	948.52	129.56	.00	-948.52	100.0%
57110 TAXES AND FILING FEES	475,000	475,000	145,448.38	.00	.00	329,551.62	30.6%
58050 LOSS CONTROL ACTIVITIES	175,000	175,000	26,221.68	822.82	8,270.00	140,508.32	19.7%
58300 EXCESS LIABILITY INS	675,000	675,000	637,929.00	.00	.00	37,071.00	94.5%
58500 WORKERS COMP CLAIMS	7,263,313	7,263,313	3,971,454.24	470,024.81	30,370.00	3,261,488.76	55.1%
59300 LIABILITY INSURANCE CHGS	36,572	36,572	27,429.03	3,047.67	.00	9,142.97	75.0%
59600 INDIRECT PRORATED CST CHG	229,099	229,099	171,824.22	19,091.58	.00	57,274.78	75.0%
TOTAL WORKERS COMP INSUR ISF	9,917,981	9,917,981	5,589,736.00	563,069.22	177,473.22	4,150,771.78	58.1%
725 CUSTOMER BILLING OPS ISF							
50000 SALARIES - REGULAR	917,673	917,673	579,904.34	68,437.01	.00	337,768.66	63.2%
50100 SALARIES - TEMPORARY	0	0	16,714.75	.00	.00	-16,714.75	100.0%
50200 OVERTIME WAGES	0	0	397.94	.00	.00	-397.94	100.0%
51000 CALPERS PENSION NORMAL COST	95,530	95,530	59,846.99	7,091.99	.00	35,683.01	62.6%
51010 CALPERS PENSION UAL	145,781	145,781	109,335.69	12,148.41	.00	36,445.31	75.0%

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51030 RETIREMENT ENHANCEMENT PLAN	50,844	50,844	28,816.59	3,233.06	.00	22,027.41	56.7%
51160 CITY PAID EMPLOYEE BENEFITS	340,217	340,217	217,040.42	25,053.98	.00	123,176.58	63.8%
51210 RETIREE HEALTH INS PLAN	6,167	6,167	4,351.83	495.53	.00	1,815.17	70.6%
51300 WORKERS COMPENSATION	50,919	50,919	38,189.25	4,243.25	.00	12,729.75	75.0%
51400 AUTO ALLOWANCE	2,625	2,625	1,918.22	201.92	.00	706.78	73.1%
52000 POSTAGE	238,560	238,560	165,940.39	19,969.58	75,834.41	-3,214.80	101.3%
52200 SUBSCRIPTIONS & PUBLS	24,000	24,000	8,065.03	.00	334.97	15,600.00	35.0%
52310 TRAINING-WORKSHOP-MTGS	1,000	1,000	245.00	.00	.00	755.00	24.5%
52330 EDUCATION REIMBURSEMENT	2,000	2,000	.00	.00	.00	2,000.00	.0%
52620 SUPPLIES OTHER	165	165	.00	.00	.00	165.00	.0%
52900 MISC SUPPLIES	5,000	5,000	2,469.22	406.94	2,094.84	435.94	91.3%
53010 SERVICES PRINTING BINDING	74,258	74,258	35,029.41	4,144.55	31,244.60	7,983.99	89.2%
53020 INTERNAL PHOTOCOPING COSTS	4,815	4,815	2,898.43	545.00	405.10	1,511.47	68.6%
53200 PROF SERVICES - OTHER	68,959	68,959	25,393.99	4,002.26	38,968.75	4,596.26	93.3%
53500 BANK CHARGES	475,860	475,860	248,137.92	49,004.02	115,862.24	111,859.84	76.5%
54080 TELEPHONE CHGS	551	551	465.44	50.66	.00	85.56	84.5%
55020 EQUIPMENT MAINTENANCE	52,662	52,662	.00	.00	.00	52,662.00	.0%
57300 LEASE PMT CAP GROWTH FEES	29,286	29,286	5,969.75	.00	.00	23,316.25	20.4%
59200 IT & DATA PROCESSING CHGS	120,542	120,542	90,406.53	10,045.17	.00	30,135.47	75.0%
59300 LIABILITY INSURANCE CHGS	77,054	77,054	57,790.53	6,421.17	.00	19,263.47	75.0%
59400 TELEPHONE CHGS HIPC	19,980	19,980	14,985.00	1,665.00	.00	4,995.00	75.0%
59600 INDIRECT PRORATED CST CHG	194,039	194,039	145,529.28	16,169.92	.00	48,509.72	75.0%
59700 FACILITY CHG MAINTENANCE	45,245	49,478	33,933.78	3,770.42	.00	15,544.13	68.6%
TOTAL CUSTOMER BILLING OPS ISF	3,043,732	3,047,965	1,893,775.72	237,099.84	264,744.91	889,444.28	70.8%
731 INFORMATION TECHNOLOGY ISF							
50000 SALARIES - REGULAR	4,185,991	4,185,991	1,339,070.38	170,464.44	.00	2,846,920.62	32.0%
50100 SALARIES - TEMPORARY	65,420	65,420	91,763.75	17,133.75	.00	-26,343.75	140.3%
50200 OVERTIME WAGES	50,000	50,000	49,203.50	5,979.19	.00	796.50	98.4%
51000 CALPERS PENSION NORMAL COST	421,521	421,521	136,237.89	17,491.10	.00	285,283.11	32.3%
51010 CALPERS PENSION UAL	380,912	380,912	285,683.94	31,742.66	.00	95,228.06	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	84,262	84,262	59,483.54	6,646.21	.00	24,778.46	70.6%
51160 CITY PAID EMPLOYEE BENEFITS	1,007,129	1,007,129	347,019.08	43,718.84	.00	660,109.92	34.5%
51210 RETIREE HEALTH INS PLAN	12,334	12,334	8,703.70	991.07	.00	3,630.30	70.6%
51300 WORKERS COMPENSATION	233,656	233,656	175,242.06	19,471.34	.00	58,413.94	75.0%
51400 AUTO ALLOWANCE	4,200	4,200	2,261.56	323.08	.00	1,938.44	53.8%
52000 POSTAGE	0	0	5.04	.00	.00	-5.04	100.0%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	.00	.00	.00	30,000.00	.0%
52320 MILEAGE REIMBURSEMENTS	200	200	.00	.00	.00	200.00	.0%
52330 EDUCATION REIMBURSEMENT	2,000	2,000	.00	.00	.00	2,000.00	.0%

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52400 MINOR EQUIPMENT	106,000	106,000	184,046.19	158.41	327,081.01	-405,127.20	482.2%
52900 MISC SUPPLIES	0	0	32,621.83	2,951.31	22,616.23	-55,238.06	100.0%
53000 SOFTWARE EXPENSE	0	0	823,724.47	980.01	82,460.03	-906,184.50	100.0%
53001 SOFTWARE SUBSCRIPTION	50,000	210,110	1,514,131.18	104,368.11	475,901.69	-1,779,922.87	947.1%
53002 IT MAINT/SUPPORT - ANNUAL	0	0	6,489.76	.00	.00	-6,489.76	100.0%
53003 IT PERPETUAL LICENSE	425,000	425,000	16,589.93	.00	.00	408,410.07	3.9%
53020 INTERNAL PHOTOCOPING COSTS	18,746	18,746	2,482.23	812.89	.00	16,263.77	13.2%
53200 PROF SERVICES - OTHER	3,978,595	4,254,595	236,504.94	9,429.08	626,695.82	3,391,394.24	20.3%
53290 OUTSIDE SERVICES	155,000	155,000	50,493.22	.00	.00	104,506.78	32.6%
53400 PROFESSIONAL SERVICES - HR	7,539	7,539	.00	.00	.00	7,539.00	.0%
53500 BANK CHARGES	0	0	428.50	.00	.00	-428.50	100.0%
54070 INTERNET CHARGES	123,540	123,540	79,969.37	9,160.02	43,200.00	370.63	99.7%
54080 TELEPHONE CHGS	615,300	615,300	274,097.17	33,263.88	4,636.49	336,566.34	45.3%
55020 EQUIPMENT MAINTENANCE	0	0	3,595.00	.00	.00	-3,595.00	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	100,000	62,948.88	.00	37,051.12	.00	100.0%
57000 RENTALS & LEASES	0	24,000	14,843.98	1,758.66	9,335.06	-179.04	100.7%
57800 FOR CONTINGENCIES	500,000	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	220,304	220,304	165,228.03	18,358.67	.00	55,075.97	75.0%
59500 FLEET EQUIP MAINT ISF CHG	1,441	1,441	2,571.00	340.86	.00	-1,130.00	178.4%
59600 INDIRECT PRORATED CST CHG	330,971	330,971	248,228.19	27,580.91	.00	82,742.81	75.0%
59700 FACILITY CHG MAINTENANCE	99,761	109,094	74,820.78	8,313.42	.00	34,273.39	68.6%
59800 TRANSFERS OUT - CIP	73,701	293,487	4,119.11	.00	.00	289,368.36	1.4%
59900 TRANSFERS OUT - DEBT	0	73,701	73,700.20	36,850.10	.00	.80	100.0%
60200 CAPITAL ASSET OFFSET	0	0	-62,948.88	-62,948.88	.00	62,948.88	100.0%
TOTAL INFORMATION TECHNOLOGY ISF	13,183,523	13,546,454	6,303,359.52	505,339.13	1,628,977.45	5,614,116.67	58.6%
732 IT CAPITAL							
53200 PROF SERVICES - OTHER	0	189,270	.00	.00	.00	189,270.00	.0%
56030 CAPEX - VEHICLES	0	42,155	.00	.00	.00	42,154.70	.0%
56050 CAPEX - INFRASTRUCTURE	0	104,217	4,119.11	.00	33,844.36	66,254.00	36.4%
TOTAL IT CAPITAL	0	335,642	4,119.11	.00	33,844.36	297,678.70	11.3%
735 FACILITIES MAINTENANCE ISF							
50000 SALARIES - REGULAR	2,302,957	2,240,245	1,463,319.27	160,794.70	.00	776,925.73	65.3%
50100 SALARIES - TEMPORARY	32,000	4,000	8.48	.00	.00	3,991.52	.2%
50200 OVERTIME WAGES	35,000	35,000	27,021.99	2,881.51	.00	7,978.01	77.2%

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50410 WORKERS COMP SALARY CONTINUE	0	0	3,811.77	.00	.00	-3,811.77	100.0%
51000 CALPERS PENSION NORMAL COST	247,360	240,624	149,713.78	16,585.35	.00	90,910.22	62.2%
51010 CALPERS PENSION UAL	386,790	386,790	290,092.50	32,232.50	.00	96,697.50	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	221,097	221,097	155,581.68	17,375.87	.00	65,515.32	70.4%
51160 CITY PAID EMPLOYEE BENEFITS	828,189	805,637	491,941.02	53,096.39	.00	313,695.98	61.1%
51210 RETIREE HEALTH INS PLAN	20,184	20,184	14,242.42	1,621.75	.00	5,941.58	70.6%
51300 WORKERS COMPENSATION	181,624	181,624	136,217.97	15,135.33	.00	45,406.03	75.0%
51400 AUTO ALLOWANCE	210	210	150.16	16.15	.00	59.84	71.5%
52200 SUBSCRIPTIONS & PUBLS	0	0	600.00	75.00	375.00	-975.00	100.0%
52300 UNIFORMS	17,000	17,000	1,722.88	.00	10,339.96	4,937.16	71.0%
52310 TRAINING-WORKSHOP-MTGS	299	2,299	.00	.00	.00	2,299.00	.0%
52400 MINOR EQUIPMENT	312,116	312,116	166,256.17	32,363.14	166,872.67	-21,012.84	106.7%
52600 SUPPLIES CUSTODIAL	80,000	80,000	46,075.10	9,692.71	30,623.90	3,301.00	95.9%
52900 MISC SUPPLIES	2,000	2,000	2,852.30	826.27	5,305.62	-6,157.92	407.9%
53020 INTERNAL PHOTOCOPING COSTS	750	750	6,639.01	2,157.63	.00	-5,889.01	885.2%
53200 PROF SERVICES - OTHER	538,000	626,000	168,606.82	17,565.57	269,842.32	187,550.86	70.0%
54010 UTILITY EXPENSE-ELECTRIC	357,401	832,401	594,837.34	51,786.74	.00	237,563.66	71.5%
54020 UTILITY EXPENSE - GAS	41,541	71,541	55,395.20	15,907.90	.00	16,145.80	77.4%
54030 UTILITY EXPENSE- WASTEWATER	11,851	11,851	10,358.35	1,130.71	.00	1,492.65	87.4%
54040 UTILITY EXPENSE WATER	31,190	31,190	28,319.13	2,937.05	.00	2,870.87	90.8%
54050 UTIL EXP REFUSE AND DISPOSE	87,000	87,000	36,703.23	2,952.69	.00	50,296.77	42.2%
54080 TELEPHONE CHGS	11,487	11,487	18,139.33	1,792.37	.00	-6,652.33	157.9%
57000 RENTALS & LEASES	80,000	235,000	136,147.18	12,729.87	80,469.52	18,383.30	92.2%
57110 TAXES AND FILING FEES	6,000	6,000	3,196.00	.00	.00	2,804.00	53.3%
59200 IT & DATA PROCESSING CHGS	319,827	319,827	239,870.25	26,652.25	.00	79,956.75	75.0%
59300 LIABILITY INSURANCE CHGS	147,083	147,083	110,893.46	12,321.42	.00	36,189.54	75.4%
59400 TELEPHONE CHGS HIPC	22,330	22,330	16,747.47	1,860.83	.00	5,582.53	75.0%
59500 FLEET EQUIP MAINT ISF CHG	96,517	96,517	70,590.05	5,104.10	.00	25,926.95	73.1%
59600 INDIRECT PRORATED CST CHG	305,444	305,444	229,083.03	25,453.67	.00	76,360.97	75.0%
TOTAL FACILITIES MAINTENANCE ISF	6,723,247	7,353,247	4,675,133.34	523,049.47	563,828.99	2,114,284.67	71.2%
741 FLEET SERVICES ISF							
50000 SALARIES - REGULAR	1,167,355	1,167,355	673,993.12	68,732.95	.00	493,361.88	57.7%
50100 SALARIES - TEMPORARY	14,000	14,000	41,678.25	4,227.98	.00	-27,678.25	297.7%
50200 OVERTIME WAGES	25,000	25,000	22,797.59	2,170.81	.00	2,202.41	91.2%
50410 WORKERS COMP SALARY CONTINUE	0	0	19,272.75	991.17	.00	-19,272.75	100.0%
51000 CALPERS PENSION NORMAL COST	129,168	129,168	70,874.98	7,528.99	.00	58,293.02	54.9%
51010 CALPERS PENSION UAL	159,983	159,983	119,987.28	13,331.92	.00	39,995.72	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	83,456	83,456	52,554.80	4,068.25	.00	30,901.20	63.0%
51160 CITY PAID EMPLOYEE BENEFITS	369,747	369,747	196,039.58	18,884.46	.00	173,707.42	53.0%

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51210 RETIREE HEALTH INS PLAN	19,062	19,062	13,451.17	1,531.65	.00	5,610.83	70.6%
51300 WORKERS COMPENSATION	83,063	83,063	62,297.28	6,921.92	.00	20,765.72	75.0%
51400 AUTO ALLOWANCE	210	210	150.26	16.15	.00	59.74	71.6%
51420 TOOL AND EQUIPMENT ALLOWANCE	4,750	4,750	5,371.15	.00	.00	-621.15	113.1%
52000 POSTAGE	200	200	25.54	.00	.00	174.46	12.8%
52110 REPAIR PARTS	1,300,000	1,298,000	737,111.08	72,044.01	428,550.35	132,338.57	89.8%
52300 UNIFORMS	38,000	38,000	17,907.51	2,282.36	3,597.86	16,494.63	56.6%
52310 TRAINING-WORKSHOP-MTGS	27,000	27,000	589.00	50.00	5,000.00	21,411.00	20.7%
52330 EDUCATION REIMBURSEMENT	500	500	.00	.00	.00	500.00	.0%
52400 MINOR EQUIPMENT	45,000	45,000	16,477.70	450.09	17,689.76	10,832.54	75.9%
52610 SUPPLIES SAFETY	10,000	10,000	906.04	153.01	.00	9,093.96	9.1%
52900 MISC SUPPLIES	14,880	14,880	15,466.56	1,132.91	28,242.93	-28,829.49	293.7%
53000 SOFTWARE EXPENSE	0	0	53,925.56	.00	.00	-53,925.56	100.0%
53020 INTERNAL PHOTOCOPING COSTS	3,000	3,000	1,055.49	313.48	.00	1,944.51	35.2%
53200 PROF SERVICES - OTHER	543,079	543,079	350,505.52	33,130.66	164,160.83	28,412.65	94.8%
54080 TELEPHONE CHGS	4,247	4,247	5,162.44	451.29	.00	-915.44	121.6%
54090 UNLEADED FUEL	1,220,000	1,220,000	808,448.92	92,774.52	367,194.26	44,356.82	96.4%
54091 COMPRESSED NATURAL GAS	440,000	440,000	384,875.08	50,046.47	191,124.92	-136,000.00	130.9%
54092 DIESEL FUEL	1,480,000	1,480,000	994,189.85	122,698.84	296,739.52	189,070.63	87.2%
55020 EQUIPMENT MAINTENANCE	5,000	5,000	17,566.47	2,196.62	9,355.43	-21,921.90	538.4%
55030 VEHICLE MAINTENANCE	1,234,230	1,231,230	501,116.54	88,685.97	415,819.60	314,293.86	74.5%
55040 LUBRICANT	0	0	110,024.62	5,001.84	24,327.96	-134,352.58	100.0%
55050 TIRES	0	0	155,312.87	20,757.51	37,608.52	-192,921.39	100.0%
56040 CAPEX - MACHINERY/EQUIP	176,000	176,000	.00	.00	.00	176,000.00	.0%
57110 TAXES AND FILING FEES	5,000	10,000	9,196.45	.00	.00	803.55	92.0%
59200 IT & DATA PROCESSING CHGS	132,286	132,286	99,214.47	11,023.83	.00	33,071.53	75.0%
59300 LIABILITY INSURANCE CHGS	68,105	68,105	51,078.78	5,675.42	.00	17,026.22	75.0%
59400 TELEPHONE CHGS HIPC	7,331	7,331	5,498.28	610.92	.00	1,832.72	75.0%
59500 FLEET EQUIP MAINT ISF CHG	53,112	53,112	29,130.10	3,856.74	.00	23,981.90	54.8%
59600 INDIRECT PRORATED CST CHG	505,681	505,681	379,260.72	42,140.08	.00	126,420.28	75.0%
59700 FACILITY CHG MAINTENANCE	335,095	366,445	251,321.22	27,924.58	.00	115,123.70	68.6%
TOTAL FLEET SERVICES ISF	9,703,540	9,734,890	6,273,835.02	711,807.40	1,989,411.94	1,471,642.96	84.9%
742 FLEET REPLACEMENT FUND							
56040 CAPEX - MACHINERY/EQUIP	0	608,491	.00	.00	.00	608,491.41	.0%
57000 RENTALS & LEASES	0	248,006	63,486.78	6,360.62	20,263.57	164,255.70	33.8%
TOTAL FLEET REPLACEMENT FUND	0	856,497	63,486.78	6,360.62	20,263.57	772,747.11	9.8%
801 COFA DEBT SERVICE FUND							

YEAR-TO-DATE BUDGET REPORT

MARCH 2024 EXPENSES

FOR 2024 09

801 COFA DEBT SERVICE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57500 PRINCIPAL PAYMENTS	5,092,064	5,092,064	761,177.91	181,845.80	.00	4,330,886.09	14.9%
57510 INTEREST & PENALTIES EXPENSE	2,646,062	2,646,062	1,335,669.73	8,249.75	.00	1,310,392.27	50.5%
TOTAL COFA DEBT SERVICE FUND	7,738,126	7,738,126	2,096,847.64	190,095.55	.00	5,641,278.36	27.1%
850 RIVERPARK JPA FUND							
53200 PROF SERVICES - OTHER	0	191,094	.00	.00	.00	191,094.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	766,375	17,511.60	7,878.00	160,833.24	588,029.75	23.3%
TOTAL RIVERPARK JPA FUND	0	957,469	17,511.60	7,878.00	160,833.24	779,123.75	18.6%
991 GOVERNMENTAL CAPITAL ASSETS FD							
60200 CAPITAL ASSET OFFSET	0	0	-2,530,093.29	-2,032,265.55	.00	2,530,093.29	100.0%
TOTAL GOVERNMENTAL CAPITAL ASSETS	0	0	-2,530,093.29	-2,032,265.55	.00	2,530,093.29	100.0%
996 GOVERNMENTAL DEBT SERVICE FUND							
57510 INTEREST & PENALTIES EXPENSE	0	0	-434,939.72	.00	.00	434,939.72	100.0%
60500 DEBT OFFSET	0	0	-2,435,647.85	-174,021.89	.00	2,435,647.85	100.0%
TOTAL GOVERNMENTAL DEBT SERVICE F	0	0	-2,870,587.57	-174,021.89	.00	2,870,587.57	100.0%
GRAND TOTAL	632,369,305	**********	417,488,399.71	64,848,733.05	131,148,855.22	694,292,757.47	44.1%

** END OF REPORT - Generated by James Costello **

CITY OF OXNARD BALANCE SHEET REPORT

Mar-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'101	'GENERAL FUND	0000	UNDEFINED SUBFUND	'Asset	(3,169,691.71)	73,764,504.75
				'Fund Balance	3,429,683.69	(57,371,089.51)
				'Liability	(259,991.98)	(16,393,415.24)
'104	'HALF CENT SALES TAX - MEAS O	0000	UNDEFINED SUBFUND	'Asset	(1,994,695.45)	25,250,248.60
				'Fund Balance	1,952,718.54	(25,140,228.93)
				'Liability	41,976.91	(110,019.67)
'105	'STREET MAINTENANCE (IUF) FUND	0000	UNDEFINED SUBFUND	'Asset	(834,849.72)	786,247.56
				'Fund Balance	834,849.72	(786,285.48)
				'Liability	0.00	37.92
'114	'STORM WATER MANAGEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	165,321.28	431,620.43
				'Fund Balance	(164,013.48)	(430,051.16)
				'Liability	(1,307.80)	(1,569.27)
'119	'PUBLIC SAFETY RETIREMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(1,334,933.99)	(1,004,071.00)
				'Fund Balance	1,334,933.99	1,003,106.75
				'Liability	0.00	964.25
'120	'MAINT ASSMNT DIST	2000	SPECIAL DISTRICTS ADMIN	'Asset	425,273.55	(522,377.71)
				'Fund Balance	(427,364.72)	522,129.94
				'Liability	2,091.17	247.77
		2030	LMD 03 - RIVER RIDGE	'Asset	(11,611.27)	102,572.32
				'Fund Balance	8,869.33	(105,314.26)
				'Liability	2,741.94	2,741.94
		2100	LMD 10 - COUNTRY CLUB	'Asset	(2,441.42)	25,059.86
				'Fund Balance	1,590.19	(25,911.09)
				'Liability	851.23	851.23
		2110	LMD 11 - ST. TROPAZ	'Asset	(598.25)	(1,539.64)
				'Fund Balance	274.55	1,215.94
				'Liability	323.70	323.70
		2120	LMD 12 - STANDARD PACIFIC	'Asset	(1,361.76)	32,818.32
				'Fund Balance	1,279.90	(32,900.18)
				'Liability	81.86	81.86

CITY OF OXNARD BALANCE SHEET REPORT

Mar-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2130	**LMD 13 - LE VILLAGE**	'Asset	(983.82)	28,349.36
				'Fund Balance	573.28	(28,759.90)
				'Liability	410.54	410.54
		2140	**LMD 14 - CALIFORNIA COVE**	'Asset	(152.05)	45,097.30
				'Fund Balance	(351.39)	(45,600.74)
				'Liability	503.44	503.44
		2160	**LMD 16 - CALIFORNIA LIGHTHOUSE**	'Asset	1,076.61	28,286.53
				'Fund Balance	(1,234.26)	(28,444.18)
				'Liability	157.65	157.65
		2230	**LMD 23 - GREYSTONE**	'Asset	(69.70)	9,512.38
				'Fund Balance	40.72	(9,541.36)
				'Liability	28.98	28.98
		2240	**LMD 24 - VINEYARDS**	'Asset	(24.16)	30,778.30
				'Fund Balance	(146.94)	(30,949.40)
				'Liability	171.10	171.10
		2250	**LMD 25 - THE POINTE**	'Asset	(1,902.44)	29,251.64
				'Fund Balance	1,700.53	(29,453.55)
				'Liability	201.91	201.91
		2270	**LMD 27- ROSE ISLAND**	'Asset	1,436.66	31,362.11
				'Fund Balance	(1,619.27)	(31,544.72)
				'Liability	182.61	182.61
		2280	**LMD 28 - HARBORSIDE**	'Asset	(15,848.09)	83,561.59
				'Fund Balance	15,518.84	(83,890.84)
				'Liability	329.25	329.25
		2300	**LMD 30 - HAAS AUTOMATION**	'Asset	(4,019.02)	89,155.16
				'Fund Balance	4,019.02	(89,155.16)
		2310	**LMD 31 - RANCHO DE LA ROSA**	'Asset	(6,525.61)	36,936.57
				'Fund Balance	4,862.81	(38,599.37)
				'Liability	1,662.80	1,662.80
		2320	**LMD 32 - OAK PARK**	'Asset	(2,436.41)	56,919.32

CITY OF OXNARD BALANCE SHEET REPORT

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2320	**LMD 32 - OAK PARK**	'Fund Balance	2,183.52	(57,172.21)
				'Liability	252.89	252.89
		2330	**LMD 33 - EL PASEO**	'Asset	(9,049.50)	53,020.58
				'Fund Balance	8,725.71	(53,339.81)
				'Liability	323.79	319.23
		2340	**LMD 34 - SUNRISE PT/SUNSET CV**	'Asset	(12,280.64)	77,119.04
				'Fund Balance	11,359.12	(78,040.56)
				'Liability	921.52	921.52
		2360	**LMD 36 - V ST CRUZ/V CARMEL**	'Asset	(3,242.71)	85,772.05
				'Fund Balance	1,880.15	(87,134.61)
				'Liability	1,362.56	1,362.56
		2370	**LMD 37 - PACIFIC BREEZE**	'Asset	(5,371.53)	152,028.43
				'Fund Balance	5,154.71	(152,245.25)
				'Liability	216.82	216.82
		2380	**LMD 38 - ALDEA DEL MAR**	'Asset	(15,676.36)	53,665.19
				'Fund Balance	14,432.94	(54,564.86)
				'Liability	1,243.42	899.67
		2390	**LMD 39 - EL SUENO PROMESA**	'Asset	2,391.56	176,918.74
				'Fund Balance	(5,021.90)	(179,073.78)
				'Liability	2,630.34	2,155.04
		2391	**LMD 39- D.R. HORTON**	'Asset	(797.37)	45,507.53
				'Fund Balance	511.77	(45,700.86)
				'Liability	285.60	193.33
		2400	**LMD 40 - CANTADA**	'Asset	(26,387.75)	127,590.56
				'Fund Balance	25,530.89	(128,447.42)
				'Liability	856.86	856.86
		2410	**LMD 41 - PACIFIC COVE**	'Asset	(6,186.69)	52,661.04
				'Fund Balance	4,614.22	(53,083.51)
				'Liability	1,572.47	422.47
		2420	**LMD 42 - CANTABRIA/CORONADO**	'Asset	(19,645.33)	292,849.62

CITY OF OXNARD BALANCE SHEET REPORT

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2420	**LMD 42 - CANTABRIA/CORONADO**	'Fund Balance	18,346.34	(293,059.61)
				'Liability	1,298.99	209.99
		2430	**LMD 43 - GREENBELT**	'Asset	(18,651.26)	214,133.54
				'Fund Balance	18,003.62	(214,451.64)
				'Liability	647.64	318.10
		2460	**LMD 46 - DAILY RANCH**	'Asset	(48,961.80)	144,436.82
				'Fund Balance	25,161.80	(144,436.82)
				'Liability	23,800.00	0.00
		2470	**LMD 47 - SYCAMORE PLACE**	'Asset	(2,958.31)	113,212.29
				'Fund Balance	2,958.31	(113,212.29)
		2490	**LMD 49 - CAMERON RANCH**	'Asset	(1,514.37)	(67,334.95)
				'Fund Balance	1,514.37	67,334.95
		2500	**LMD 50 - PV SENIOR HOUSING**	'Asset	1,462.64	37,489.35
				'Fund Balance	(1,462.64)	(37,489.35)
		2510	**LMD 51 - PFEILER**	'Asset	(71,206.47)	229,332.06
				'Fund Balance	71,206.47	(228,433.75)
				'Liability	0.00	(898.31)
		2520	**LMD 52 - WINGFIELD**	'Asset	(2,791.84)	266,200.61
				'Fund Balance	2,791.84	(266,200.61)
		2530	**LMD 53 - HUFF COURT**	'Asset	(143.76)	8,261.34
				'Fund Balance	143.76	(8,261.34)
		2540	**LMD 54 - MEADOWCREST**	'Asset	10,184.15	92,135.39
				'Fund Balance	(10,184.15)	(92,135.39)
		2550	**LMD 55 - WINGFIELD WEST**	'Asset	(5,981.12)	39,221.69
				'Fund Balance	5,981.12	(39,221.69)
		2580	**LMD 58 - WESTWIND**	'Asset	(2,111.59)	139,880.37
				'Fund Balance	2,111.59	(139,880.37)
		2600	**LMD 60 - ARTISAN**	'Asset	(4,789.28)	27,540.51

CITY OF OXNARD BALANCE SHEET REPORT

Mar-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2600	**LMD 60 - ARTISAN**	'Fund Balance	4,789.28	(27,540.51)
		3040	**LMD 04 - MNDLY BAY/BEACH MAIN**	'Asset	(347.68)	51,686.36
				'Fund Balance	(225.10)	(52,259.14)
				'Liability	572.78	572.78
		4010	**WATERWAYS 01- MANDALAY BAY**	'Asset	(34,337.61)	83,093.06
				'Fund Balance	33,399.99	(84,030.68)
				'Liability	937.62	937.62
		4020	**WATERWAYS 02- HARBOR ISLAND**	'Asset	(9,250.54)	20,478.41
				'Fund Balance	9,250.54	(20,478.41)
		5080	**OXNARD TWIN CENTER CFD 88-1**	'Fund Balance	0.00	0.00
		6020	**CFD 02 - WESTPORT**	'Asset	(47,033.22)	1,420,146.15
				'Fund Balance	103,644.59	(1,363,179.57)
				'Liability	(56,611.37)	(56,966.58)
		6040	**CFD 04 - SEABRIDGE**	'Asset	(68,914.61)	3,311,295.55
				'Fund Balance	90,508.72	(3,287,062.94)
				'Liability	(21,594.11)	(24,232.61)
		6050	**CFD 05 - RIVERPARK**	'Asset	(329,782.45)	2,193,515.13
				'Fund Balance	453,528.34	(2,032,613.94)
				'Liability	(123,745.89)	(160,901.19)
		6060	**CFD 09 - NORTHSHORE MANDALAY**	'Asset	(308.75)	489,613.68
				'Fund Balance	308.75	(489,613.68)
		6070	**CFD 07- WAGON WHEEL**	'Asset	(43,232.00)	151,497.07
				'Fund Balance	43,232.00	(151,497.07)
		6080	**CFD 08 - SAKIOKA FARMS**	'Asset	(41,306.00)	166,564.45
				'Fund Balance	41,306.00	(166,564.45)
'181	**'STATE GAS TAX FUND**	0000	**UNDEFINED SUBFUND**	'Asset	85,962.32	(3,155,546.79)
				'Fund Balance	(115,811.63)	3,180,537.08
				'Liability	29,849.31	(24,990.29)

CITY OF OXNARD BALANCE SHEET REPORT

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'182	'TRAFFIC SAFETY FUND	0000	UNDEFINED SUBFUND	'Asset	2,904.96	143,944.01
				'Fund Balance	(2,904.96)	(143,944.00)
				'Liability	0.00	(0.01)
'185	'ROAD MAINT & REHAB ACT FUND	0000	UNDEFINED SUBFUND	'Asset	355,691.53	6,192,060.76
				'Fund Balance	(355,691.53)	(6,192,060.76)
'191	'ASSET SEIZURE FUND - FED	0000	UNDEFINED SUBFUND	'Asset	(6,157.09)	165,917.69
				'Fund Balance	6,157.09	(165,547.69)
				'Liability	0.00	(370.00)
'192	'ASSET SEIZURE FUND - STATE	0000	UNDEFINED SUBFUND	'Asset	(18,305.30)	100,475.01
				'Fund Balance	(1,694.70)	(100,475.01)
				'Liability	20,000.00	0.00
'200	'FEDERAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	(10,622,818.56)	(8,252,227.84)
				'Fund Balance	10,512,683.45	8,304,331.53
				'Liability	110,135.11	(52,103.69)
'201	'CDGB FUND	0000	UNDEFINED SUBFUND	'Asset	(1,059,793.00)	1,263,582.84
				'Fund Balance	1,068,773.30	161,876.01
				'Liability	(8,980.30)	(1,425,458.85)
'202	'HOME FUND	0000	UNDEFINED SUBFUND	'Asset	(1,501,801.03)	8,147,711.91
				'Fund Balance	1,501,801.03	539.75
				'Liability	0.00	(8,148,251.66)
'203	'EMERGENCY SHELTER FUND	0000	UNDEFINED SUBFUND	'Asset	(795,984.11)	142,777.80
				'Fund Balance	805,267.07	(127,347.89)
				'Liability	(9,282.96)	(15,429.91)
'204	'ARPA	0000	UNDEFINED SUBFUND	'Asset	(311,894.32)	21,756,722.29
				'Fund Balance	(22,614,872.79)	(21,735,606.46)
				'Liability	22,926,767.11	(21,115.83)
'210	'STATE & LOCAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	(6,040,384.48)	14,390,705.27
				'Fund Balance	4,918,876.50	(795,409.30)
				'Liability	1,121,507.98	(13,595,295.97)
'212	'TRANSPORT DEV ACT (TDA) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	(165.40)

CITY OF OXNARD BALANCE SHEET REPORT

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'212	'TRANSPORT DEV ACT (TDA) FUND	0000	UNDEFINED SUBFUND	'Liability	0.00	165.40
		9030	TDA ARTICLE 3	'Asset	(80.17)	151,780.90
				'Fund Balance	80.17	(151,780.90)
		9040	TDA ARTICLE 4	'Asset	(219,905.43)	2,042,875.38
				'Fund Balance	213,293.38	27,442.86
				'Liability	6,612.05	(2,070,318.24)
		9080	TDA ARTICLE 8A	'Asset	0.00	984.36
				'Fund Balance	0.00	(984.36)
'220	'STATE HOUSING (LHTFP) GRANT	0000	UNDEFINED SUBFUND	'Asset	0.00	761,683.13
				'Fund Balance	7,074.27	97,940.03
				'Liability	(7,074.27)	(859,623.16)
'230	'STATE TRAFFIC CONG RELIEF FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	714,209.33
				'Fund Balance	0.00	(714,209.33)
'301	'CAPITAL OUTLAY FUND	0000	UNDEFINED SUBFUND	'Asset	5,083,455.40	4,110,851.78
				'Fund Balance	(5,630,609.78)	(1,035,958.71)
				'Liability	547,154.38	(3,074,893.07)
'311	'PEG FEES FUND	0000	UNDEFINED SUBFUND	'Asset	(63,074.87)	4,834,894.31
				'Fund Balance	63,074.87	(4,814,252.58)
				'Liability	0.00	(20,641.73)
'313	'2022 LEASE PURCH EQUIP FUND	0000	UNDEFINED SUBFUND	'Asset	29,909.73	2,012,176.26
				'Fund Balance	(29,909.73)	(2,010,536.21)
				'Liability	0.00	(1,640.05)
'314	'2014 LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	20,460.24	1,879,213.98
				'Fund Balance	(20,460.24)	(1,879,213.98)
'315	'2006 TAB HERO/SW/ORMOND FUND	0000	UNDEFINED SUBFUND	'Asset	(1,140,100.85)	1,518,099.97
				'Fund Balance	1,140,100.85	(1,509,524.97)
				'Liability	0.00	(8,575.00)
'316	'2019A LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	13,419.54
				'Fund Balance	0.00	(13,419.54)

CITY OF OXNARD BALANCE SHEET REPORT

Mar-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'316	'2019A LEASE REV BOND FUND					
'320	**'LOST PUBLIC SECTOR REV FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(159,411.36)	14,938,519.45
				'Fund Balance	155,667.78	(14,937,230.53)
				'Liability	3,743.58	(1,288.92)
'350	**'DEVELOPMENT IMPACT FEES FUND**	8010	**PARK FEES - QUIMBY RESERVE**	'Asset	253,087.39	10,323,498.98
				'Fund Balance	(253,087.39)	(10,323,498.97)
				'Liability	0.00	(0.01)
		8020	**PARKS DEVELOPMENT FEES**	'Asset	34,495.99	1,752,326.32
				'Fund Balance	(34,495.99)	(1,752,326.32)
		8030	**STORM DRAIN FACILITY FEE**	'Asset	19,394.22	10,272,987.96
				'Fund Balance	(19,394.22)	(10,272,987.96)
		8040	**CIRCULATION SYS IMPROV FEES**	'Asset	(180,121.11)	19,270,513.54
				'Fund Balance	180,121.11	(19,270,384.47)
				'Liability	0.00	(129.07)
		8050	**CAP GROWTH FEES-RESIDENTIAL**	'Asset	(17,857.63)	2,291,120.28
				'Fund Balance	17,857.63	(2,291,120.28)
		8055	**MOBILITY FEE**	'Asset	15,688.08	1,224,156.55
				'Fund Balance	(15,688.08)	(1,224,156.55)
		8060	**CAP GROWTH FEES-NONRESIDENTIAL**	'Asset	55,848.82	2,583,102.32
				'Fund Balance	(55,848.82)	(2,583,102.32)
		8070	**UTILITY UNDERGROUNDING IN LIEU**	'Asset	34,434.85	1,752,610.49
				'Fund Balance	(34,434.85)	(1,752,610.49)
		8080	**PUBLIC ART PROGRAM FEE**	'Asset	2,914.80	1,243,381.81
				'Fund Balance	(2,914.80)	(1,243,381.80)
				'Liability	0.00	(0.01)
'360	**'OTH. DEVPT FEES FUND**	7010	**AIR POLLUTION BUYDOWN FEE**	'Asset	20,010.32	1,664,478.93
				'Fund Balance	(20,010.32)	(1,664,478.93)
		7020	**CUPA OPERATING PROGRAM**	'Asset	(78,716.40)	1,751,539.41
				'Fund Balance	84,897.02	(1,745,139.11)

CITY OF OXNARD BALANCE SHEET REPORT

Mar-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		7020	**CUPA OPERATING PROGRAM**	'Liability	(6,180.62)	(6,400.30)
		7030	**CUPA CAPITAL PROGRAM**	'Asset	0.00	307,399.85
				'Fund Balance	0.00	(307,399.85)
		7040	**AFFORDABLE RENTAL HOUSING**	'Asset	0.00	1,413,492.22
				'Fund Balance	0.00	(113,492.22)
				'Liability	0.00	(1,300,000.00)
		7050	**HOUSING IN LIEU - FEES**	'Asset	470,946.23	15,425,371.64
				'Fund Balance	(466,921.65)	(3,588,904.71)
				'Liability	(4,024.58)	(11,836,466.93)
		7060	**HOUSING IN LIEU - CITY**	'Asset	0.00	1,081,180.66
				'Fund Balance	0.00	(431,180.66)
				'Liability	0.00	(650,000.00)
'420	**'HOUSING SUC AGCY FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(2,001.71)	37,221,805.10
				'Fund Balance	832.21	(3,586,242.57)
				'Liability	1,169.50	(33,635,562.53)
'429	**'CDC SUCCESSOR AGENCY FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(42,377.75)	39,686,115.68
				'Fund Balance	50,809.44	(11,559,606.11)
				'Liability	(8,431.69)	(28,126,509.57)
'481	**'DOWNTOWN IMPROVEMENT DISTRICT**	0000	**UNDEFINED SUBFUND**	'Asset	0.00	4,241,457.30
				'Fund Balance	0.00	(4,181,457.29)
				'Liability	0.00	(60,000.01)
'500	**'BOND ASSESSMENT DISTRICTS**	5000	**CFD 2000-3**	'Asset	40,560.65	6,881,878.74
				'Fund Balance	(1,474.72)	(2,779,861.23)
				'Liability	(39,085.93)	(4,102,017.51)
		5010	**HUENEME RD ASSESS DIST 83-1**	'Asset	0.00	105,474.06
				'Fund Balance	0.00	(105,474.48)
				'Liability	0.00	0.42
		5020	**ROSE/CLARA ASSESS DIST 86-4**	'Asset	0.00	50,205.16
				'Fund Balance	0.00	(50,205.34)
				'Liability	0.00	0.18

CITY OF OXNARD BALANCE SHEET REPORT

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'500	'BOND ASSESSMENT DISTRICTS					
		5030	ROSE/101 ASSESS DIST 96-1	'Asset	0.00	3,955.06
				'Fund Balance	0.00	(3,955.14)
				'Liability	0.00	0.08
		5040	ROSE AVE/101 IFD	'Asset	0.00	4,352.37
				'Fund Balance	0.00	(4,351.94)
				'Liability	0.00	(0.43)
		5050	ASSESSMENT DISTRICT 2000-1	'Asset	3,420.15	2,469,962.86
				'Fund Balance	(3,420.15)	(1,239,963.34)
				'Liability	0.00	(1,229,999.52)
		5060	RICE/101 INTER ASSESS DIST	'Asset	65,624.08	7,707,187.99
				'Fund Balance	(2,409.82)	(1,072,755.10)
				'Liability	(63,214.26)	(6,634,432.89)
		5070	CFD 03-SEABRIDGE BONDED	'Asset	595.30	20,794,278.53
				'Fund Balance	(595.30)	(1,974,278.16)
				'Liability	0.00	(18,820,000.37)
		5080	OXNARD TWIN CENTER CFD 88-1	'Asset	0.00	290,509.88
				'Fund Balance	0.00	(290,510.20)
				'Liability	0.00	0.32
		5100	CFD-01 - WESTPORT BONDED	'Asset	58,467.07	6,890,634.56
				'Fund Balance	(2,265.72)	(994,278.69)
				'Liability	(56,201.35)	(5,896,355.87)
'541	'DEVELOPER/OTHER DEPOSITS FUND	0000	UNDEFINED SUBFUND	'Asset	(24,667.97)	8,599,641.32
				'Fund Balance	29,536.43	(6,647,685.39)
				'Liability	(4,868.46)	(1,951,955.93)
'542	'PAYROLL CLEARING FUND	0000	UNDEFINED SUBFUND	'Asset	(5,645,310.05)	1,892,250.89
				'Fund Balance	(36,468.41)	2,352,511.29
				'Liability	5,681,778.46	(4,244,762.18)
'545	'HOUSING AUTHORITY PAYROLL FUND	0000	UNDEFINED SUBFUND	'Asset	321,623.81	729,550.65
				'Fund Balance	(324,580.54)	(730,503.62)
				'Liability	2,956.73	952.97

CITY OF OXNARD BALANCE SHEET REPORT

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'545	'HOUSING AUTHORITY PAYROLL FUND					
'551	**'OPD PROPERTY ROOM FUND**	0000	**UNDEFINED SUBFUND**	'Asset	0.00	336,359.88
				'Fund Balance	0.00	(279,686.23)
				'Liability	0.00	(56,673.65)
'561	**'OXNARD DOWNTOWN MGT DIST FUND**	0000	**UNDEFINED SUBFUND**	'Asset	0.00	161,862.73
				'Fund Balance	0.00	(161,862.54)
				'Liability	0.00	(0.19)
'571	**'CONTRIBUTIONS TRUST FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(18,007.13)	2,816,833.01
				'Fund Balance	6,141.13	(2,399,503.83)
				'Liability	11,866.00	(417,329.18)
'586	**'ENHANCED RETIREMENT PLAN FUND**	0000	**UNDEFINED SUBFUND**	'Asset	0.00	105,083,399.50
				'Fund Balance	0.00	(105,083,399.50)
'601	**'WATER OPERATING FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(1,867,641.94)	292,698,001.64
				'Fund Balance	1,802,749.75	(104,492,970.86)
				'Liability	64,892.19	(188,205,030.78)
'602	**'WATER CIP FUND**	0000	**UNDEFINED SUBFUND**	'Asset	2,415,960.83	1,242,928.88
				'Fund Balance	(2,351,546.79)	(3,897.88)
				'Liability	(64,414.04)	(1,239,031.00)
'603	**'WATER DEVLPMT IMPACT FEES FUND**	0000	**UNDEFINED SUBFUND**	'Asset	93,146.50	19,356,426.08
				'Fund Balance	(93,146.50)	(19,356,426.08)
'605	**'WATER CAP FACILITY FUND**	0000	**UNDEFINED SUBFUND**	'Asset	2,928.17	1,687,706.40
				'Fund Balance	(2,928.17)	(1,694,994.95)
				'Liability	0.00	7,288.55
'606	**'WATER RESOURCE FEE FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(116.75)	1,979,720.60
				'Fund Balance	116.75	(1,979,720.60)
'607	**'WATER BOND 2021 (2004) FUND**	0000	**UNDEFINED SUBFUND**	'Asset	0.00	(114,428.25)
				'Fund Balance	0.00	149,428.25
				'Liability	0.00	(35,000.00)
'608	**'WATER SECURITY-CONT PREV FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(47,370.31)	1,146,840.72
				'Fund Balance	61,996.93	(1,067,197.65)

CITY OF OXNARD BALANCE SHEET REPORT

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'608	'WATER SECURITY-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Liability	(14,626.62)	(79,643.07)
'609	'WATER BOND 2021A REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	(92,688.26)	13,672,228.86
				'Fund Balance	92,688.26	(13,627,359.52)
				'Liability	0.00	(44,869.34)
'611	'WASTEWATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	1,188,225.95	310,785,279.77
				'Fund Balance	(1,218,594.38)	(203,298,131.21)
				'Liability	30,368.43	(107,487,148.56)
'612	'WASTEWATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	3,798,321.41	1,149,878.68
				'Fund Balance	(7,264,642.87)	21,136.75
				'Liability	3,466,321.46	(1,171,015.43)
'613	'WASTEWATER CONNECTION FEE FUND	0000	UNDEFINED SUBFUND	'Asset	90,729.37	15,971,410.23
				'Fund Balance	(90,729.37)	(15,971,410.23)
'617	'WASTEWATER BOND FUNDED CIP	0000	UNDEFINED SUBFUND	'Asset	(9,937,406.50)	(14,730,242.85)
				'Fund Balance	9,937,406.50	14,730,242.85
'628	'WASTEWATER SEC-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	(82,527.68)
				'Fund Balance	0.00	82,527.68
'631	'SOLID WASTE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	(2,300,452.36)	64,862,869.33
				'Fund Balance	765,799.97	(17,981,182.52)
				'Liability	1,534,652.39	(46,881,686.81)
'632	'SOLID WASTE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	131,902.54	65,983.84
				'Fund Balance	(132,133.45)	(0.00)
				'Liability	230.91	(65,983.84)
'634	'SOLID WASTE DEVELOPER FEE FUND	0000	UNDEFINED SUBFUND	'Asset	13,736.22	870,669.16
				'Fund Balance	(13,736.22)	(870,669.16)
'638	'SOLID WASTE SEC - CONT PREV FU	0000	UNDEFINED SUBFUND	'Asset	(6,004.54)	1,001,907.07
				'Fund Balance	6,004.54	(1,001,907.07)
'641	'PERFORMING ARTS CENTER FUND	0000	UNDEFINED SUBFUND	'Asset	89,474.87	601,734.56
				'Fund Balance	(90,352.86)	(602,571.11)
				'Liability	877.99	836.55

CITY OF OXNARD BALANCE SHEET REPORT

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'641	'PERFORMING ARTS CENTER FUND					
'651	**'GOLF COURSE OPERATING FUND**	0000	**UNDEFINED SUBFUND**	'Asset	45,471.44	51,123,760.15
				'Fund Balance	(45,294.70)	(50,756,477.56)
				'Liability	(176.74)	(367,282.59)
'652	**'GOLF COURSE CIP FUND**	0000	**UNDEFINED SUBFUND**	'Asset	8,238.76	0.00
				'Fund Balance	(8,238.76)	0.00
'701	**'PUBLIC LIAB & PROP INSUR ISF**	0000	**UNDEFINED SUBFUND**	'Asset	17,433.66	3,551,723.24
				'Fund Balance	(17,433.66)	4,328,965.72
				'Liability	0.00	(7,880,688.96)
'702	**'WORKERS COMP INSUR ISF**	0000	**UNDEFINED SUBFUND**	'Asset	326,100.33	20,070,464.04
				'Fund Balance	(260,625.75)	18,242,715.13
				'Liability	(65,474.58)	(38,313,179.17)
'725	**'CUSTOMER BILLING OPS ISF**	0000	**UNDEFINED SUBFUND**	'Asset	(4,138.52)	2,507,843.95
				'Fund Balance	(16,395.83)	179,989.50
				'Liability	20,534.35	(2,687,833.45)
'731	**'INFORMATION TECHNOLOGY ISF**	0000	**UNDEFINED SUBFUND**	'Asset	546,925.11	12,716,976.88
				'Fund Balance	(575,009.98)	(5,626,463.90)
				'Liability	28,084.87	(7,090,512.98)
'732	**'IT CAPITAL**	0000	**UNDEFINED SUBFUND**	'Fund Balance	0.00	(0.00)
'735	**'FACILITIES MAINTENANCE ISF**	0000	**UNDEFINED SUBFUND**	'Asset	83,080.06	4,330,866.64
				'Fund Balance	(47,913.15)	2,784,182.81
				'Liability	(35,166.91)	(7,115,049.45)
'741	**'FLEET SERVICES ISF**	0000	**UNDEFINED SUBFUND**	'Asset	85,078.55	1,796,114.88
				'Fund Balance	(68,239.40)	2,817,826.39
				'Liability	(16,839.15)	(4,613,941.27)
'742	**'FLEET REPLACEMENT FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(6,360.62)	801,689.92
				'Fund Balance	6,360.62	(801,689.92)
'801	**'COFA DEBT SERVICE FUND**	0000	**UNDEFINED SUBFUND**	'Asset	44.42	38,667.08
				'Fund Balance	(44.42)	(38,667.08)

CITY OF OXNARD BALANCE SHEET REPORT

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'850	**'RIVERPARK JPA FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(10,023.50)	938,754.24
				'Fund Balance	7,878.00	(938,754.24)
				'Liability	2,145.50	0.00
'991	**'GOVERNMENTAL CAPITAL ASSETS FD**	0000	**UNDEFINED SUBFUND**	'Asset	2,032,265.55	2,100,339,533.28
				'Fund Balance	(2,032,265.55)	(1,814,221,942.55)
				'Liability	0.00	(286,117,590.73)
'996	**'GOVERNMENTAL DEBT SERVICE FUND**	0000	**UNDEFINED SUBFUND**	'Asset	0.00	19,422,238.68
				'Fund Balance	(174,021.89)	74,050,304.08
				'Liability	174,021.89	(93,472,542.76)
'999	**'TREASURY FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(17,067,128.31)	461,014,482.45
				'Liability	17,067,128.31	(461,014,482.45)
(blank)	**(blank)**	(blank)	**(blank)**	(blank)		
			#N/A	(blank)		
Grand Total					**0.00**	**0.00**

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: May 21, 2024

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Fore Property Development Agreement Amendment; Planning and Zoning (PZ) Permit No. 24-670-01; Located at 2700 and 2750 North Ventura Road (APN 132-0-100-595).

RECOMMENDATION

That the City Council adopt Ordinance No. 3045: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE THIRD AMENDMENT TO DEVELOPMENT AGREEMENT NO. 7113 (PLANNING AND ZONING PERMIT NO. 24-670-01) LOCATED ON THE PROPERTIES AT 2700 AND 2750 NORTH VENTURA ROAD STREET (APN 132-0-100-595). FILED BY RIVERPARK APARTMENTS OWNER, LLC 1741 VILLAGE CENTER CIRCLE, LAS VEGAS, NV 89134.

BACKGROUND

Following a public hearing at the May 7, 2024 City Council meeting, the Council introduced Ordinance No. 3045 with a vote of 7-0 for first reading by title only, waiving further reading. If adopted by City Council on May 21, 2024, the ordinances will take effect thirty days thereafter.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

FINANCIAL IMPACT

There is no fiscal impact associated with the proposed Development Agreement Amendment.

COMMITTEE OUTCOME

This item originated from a Public Hearing at the May 7, 2024 City Council meeting and was previously heard by the Planning Commission, therefore this item did not originate in Committee.

Prepared by: Daniel Houck, Associate Planner

ATTACHMENTS

1. May 7, 2024 City Council Staff Report (w_o attachments)
2. Ordinance Fore Property Development Agmt

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: May 7, 2024

TO: City Council

FROM:

Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Fore Property Development Agreement Amendment; Planning and Zoning (PZ) Permit No. 24-670-01. (15 minutes)

RECOMMENDATION

That the City Council:

1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and Section 15378(b)(5); and
2. Approve the first reading by title only and subsequent adoption of an ordinance approving PZ No. 24-670-01 (Amendment No. 3 to Development Agreement No. A-7113), subject to certain findings and conditions.

BACKGROUND

EXECUTIVE SUMMARY

The Applicant has requested a modification to Development Agreement No. A-7113 to remove Section 5, which has now become irrelevant since the approval of the second Development Agreement Amendment (DAA). This section, proposed to be removed, required the maintenance of a service road that was to be transferred to the City of Oxnard from Caltrans. However, Caltrans decided not to move forward with the relinquishment of the roadway, thus the subject section is no longer required.

The project was revised to make way for the new access road onsite by compressing the building footprint. The revised access road was reviewed and approved by both the Fire Department and Environmental Resources Division of Public Works. The compressed building still maintained the proposed 333 units and was generally the same in nature, however, the footprint was slightly smaller. This development agreement amendment now follows the approved modification to remove the irrelevant language concerning the acquisition of the Caltrans road from the Development Agreement.

The Planning Commission recommended approval of the DAA, with a vote of 6-0, at their March 21, 2024.

BACKGROUND

The origins of this action begin with the original Fore Development Agreement, which stems from the fact that the two vacant parcels that the aforementioned agreement covers, were outside of the original RiverPark Development Agreement. Thus, this agreement puts these two parcels on par with the parcels governed by the original RiverPark Development Agreement. The two parcels contain the current construction of the Fore RiverPark Apartment project, which is a fully approved 333 unit residential apartment building, including onsite amenities and a wrapped parking garage. The project under PZ 19-200-16, which was separate from the development agreement, was approved by the Planning Commission on July 21, 2022.

The history of the development agreement itself starts on November 18, 2008, when the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard. The Development Agreement has been amended on two previous occasions.

1. The first amendment was adopted on November 9, 2010, and was related to development fees within the RiverPark Specific Plan (RPSP) area.
2. The Second Amendment was adopted on April 5, 2022, and was intended to provide a net public benefit by providing more affordable housing, promoting the full buildout of the RiverPark Specific Plan, additional tax revenue, and relieving the City from certain road maintenance requirements. In return, the developer wanted to reduce the financial impacts of increased and new development impact fees on the project and therefore, received a fee lock and waiver of new fee increases as well as fee credits for improvement costs associated with construction of bicycle and pedestrian facilities and art provided on site.

The proposed DAA would be the third Amendment to Development Agreement A-7113 between the City and the applicant, RiverPark Apartments Owner, LLC.

ANALYSIS AND DISCUSSION

The reasoning behind this third amendment request is to remove Section 5, which has now become irrelevant since the approval of the second DAA. This section proposed to be removed concerns the maintenance of a service road that was to be transferred to the City of Oxnard from Caltrans. However, Caltrans decided not to move forward with the relinquishment of the roadway. The road was to provide access to the southwest portion of the property and was primarily to be used as emergency access for the Fire Department and access for Environmental Resources refuse trucks. The section was added as part of the prior development agreement amendment to solidify that a maintenance agreement would be made with the city following the acquisition making the developer of Fore Apartments financially responsible for upkeep of the road.

The acquisition of the access road was halted when the matter was sent up to the state entity of Caltrans, who disapproved the conveyance to the City of Oxnard.

Due to the unexpected cancellation of the acquisition, the Fore Apartment project, which was already approved with the anticipated road access, had to submit for a minor modification to address the access road issue that was created. To make way for a new access road, the proposed building footprint was compressed. The modification was approved on July 18th, 2023 by the Planning and Environmental Services Manager for a revised building layout and a new access roadway that wrapped around the proposed building. The revised access road was reviewed and approved by both the Fire Department and Environmental Resources Division of Public Works. The compressed building still maintained the proposed 333 units and was generally the same in nature, however, the footprint was slightly smaller. The most significant changes to the compressed footprint were a loss of 25 bedrooms and a minor increase in the height of the parking structure. With these changes, the access road issue was resolved. This development agreement amendment now follows the approved modification to remove the irrelevant language concerning the acquisition of the Caltrans road from the Development Agreement.

General Plan Consistency

The City's 2030 General Plan land use designation for the subject site is Commercial Regional (CR) with corresponding land use designations to support development of the approved RPSP. The removal of Section 5 off the DAA will not result in the development being in conflict with the General Plan land use, goals and policies as the development has addressed

the access road issue through an approved minor modification.

Environmental Determination

Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), the request proposes no development and does not constitute a project. Therefore, it can be seen with certainty that there is no possibility that this amendment to the development agreement, located at 2700 and 2750 North Ventura Road, would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5)). Staff recommends that the Planning Commission accept a Notice of Exemption attached to the staff report. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

The prior approved development was approved in accordance with the California Environmental Quality Act (CEQA), as an environmental impact report (EIR No. 00-03) was prepared to analyze potential impacts associated with the approval and implementation of the RPSP and the anticipated build out of the 701-acre specific plan area. On July 16, 2002, the City Council adopted Resolution No. 12,209, upholding the Planning Commission's decision certifying the Final EIR (State Clearinghouse No. 2000051046), and adopting Findings of Fact, Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program. The approved project is subject to all Mitigation measures identified in FEIR No. 00-03 and subsequent addendums which are relevant. Since certification of FEIR No. 00-03 and approval of the subsequent addendums, there have been no substantial changes proposed for the RiverPark project, no substantial changes have occurred under which the RiverPark project is being undertaken, and no new information of substantial importance to the RiverPark project has become available. As the current development is consistent with the development anticipated under the RPSP, there are no changes or additions to FEIR No. 00-03 including the subsequent addendums. Therefore, no additional environmental review is required pursuant to Public Resources Code Section 21166 and Sections 15162 through 15164 and 15183 of the State CEQA Guidelines.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There is no fiscal impact associated with the proposed Development Agreement Amendment.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Planning Commission, therefore this item did not originate in Committee. The Planning Commission meeting can be viewed online at the following link:

March 21, 2024 - https://www.youtube.com/watch?v=uPn1F9RhG5k

The final motion carried 6 (in favor) - 0 (against), with one commissioner absent.

Prepared by: Daniel Houck, Associate Planner

ATTACHMENTS

1. Planning Commission Staff Report (3_21_2024) and Signed Resolution
2. Draft Third Development Agreement Amendment
3. Second Development Agreement Amendment
4. Notice of Exemption
5. City Council Ordinance
6. Staff Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3045

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE THIRD AMENDMENT TO DEVELOPMENT AGREEMENT NO. 7113 (PLANNING AND ZONING PERMIT NO. 24-670-01) LOCATED ON THE PROPERTIES AT 2700 AND 2750 NORTH VENTURA ROAD STREET (APN 132-0-100-595). FILED BY RIVERPARK APARTMENTS OWNER, LLC 1741 VILLAGE CENTER CIRCLE, LAS VEGAS, NV 89134.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard; and

WHEREAS, On November 9, 2010, the City Council adopted the first Development Agreement Amendment which maintained development fees at certain levels for an extended period of time, based on market conditions at the time; and

WHEREAS, On April 5, 2022, the City Council adopted the second Development Agreement Amendment which allow for a time extension, impact fee modifications, define future affordable housing requirements, and off-site maintenance requirements; and

WHEREAS, the Planning Commission of the City of Oxnard ("Planning Commission") has considered an application for Planning and Zoning Permit No. 24-670-01 ("Project"), a third development to Development Agreement No. A-7113 (Development Agreement) between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and Oxnard COASTAL INVESTMENT. LLC, a California limited liability company and VENTURA LAND DEVELOPMENT COMPANY, LLC, a California limited liability company (collectively referred to "Applicant" or Developer" in the record of proceedings for the development of the Fore Property; and

WHEREAS, the third Development Agreement Amendment (DAA) shall remove Section 5; and

WHEREAS, on March 21, 2024, the Planning Commission of the City of Oxnard ("Planning Commission") conducted a duly noticed public hearing to consider an application for a Development Agreement Amendment (PZ 24-670-01) in accordance with Section 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission, after due study, deliberation and a duly noticed public hearing on March 21, 2024, presented by staff and the applicant with a series of questions,

found that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, the Planning Commission upheld the determination by the Planning and Environmental Services Division that the Development Agreement Amendment does not constitute a project, pursuant to CEQA Guidelines §1561(b)(3) and §15378(b)(5) as a result of the Division's preliminary environmental assessment in accordance with the California Environmental Quality Act; and

WHEREAS, the Planning Commission adopted Resolution 2024-06 recommending that the City Council approve Planning & Zoning Permit No. 24-670-01 (Development Agreement Amendment), both as originally negotiated with the Applicant and as recommended by the Planning Commission in accordance with the OCC; and

WHEREAS, the City Council upholds the determination by the Planning and Environmental Services Division that the Development Agreement Amendment does not constitute a project, pursuant to CEQA Guidelines §1561(b)(3) and §15378(b)(5) as a result of the Division's preliminary environmental assessment in accordance with the California Environmental Quality Act; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the proposed Development Agreement Amendment is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Development Agreement Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the following Circumstances exist:

1. As outlined in 6(b) of the Planning Commission Staff Report dated March 21, 2024, the proposed Development Agreement Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;
2. As outlined Section 6(d) of the Planning Commission Staff report dated March 21, 2024, the proposed Development Agreement Amendment is a logical refinement and internally consistent with the adopted Fore Development Agreement; and
3. As determined in the staff preliminary environmental assessment, the proposed Development Agreement Amendment does not constitute a project under CEQA and therefore, will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures, or to the public health, safety, or general welfare; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers, and employees from and against any claims, actions, or proceedings to attack, set aside, void, or annul the approval of this Ordinance or any actions or

proceedings, acts or determinations taken, done or made before the approval of this Ordinance that were part of the approval process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The city Council finds that the Fore Development Agreement Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Fore Property Development Agreement Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Fore Property Development Agreement Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the development that would be authorized for the project site by the proposed Fore Property Development Agreement Amendment is the best use for the subject project site.

SECTION 6. The City Council determines that the Fore Property Development Agreement Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In approving this ordinance for the Fore Property Development Agreement Amendment, the City Council finds and determines the project is in compliance with CEQA as the Amendment does not constitute a project, pursuant to CEQA Guidelines §1561(b)(3) and §15378(b)(5).

SECTION 8. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 24-670-01 (Amendment No. 3 to Development Agreement A-7113).

SECTION 9. Planning and Zoning Permit No. 24-670-01 (Amendment No. 3 to Development Agreement No. A - 7113) is approved to amend the Development Agreement pursuant to Exhibit A, hereto attached.

SECTION 10. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a

copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance.

SECTION 11. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 12. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. 3045 was first read on May 7, 2024, and finally adopted on May 21, 2024, to become effective thirty (30) days thereafter.

PASSED and ADOPTED this _____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____ _____
Rose Chaparro, City Clerk John C. Zaragoza, Mayor

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

THIRD DEVELOPMENT AGREEMENT TEXT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the "Third Amendment") is made in Ventura County, California as of _____, 2024, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the "City") and **RIVERPARK APARTMENTS OWNER, LLC**, a Delaware limited liability company ("Developer").

RECITALS

A. Developer is the successor in interest to the owner of that certain real property located in the City and more particularly described in Exhibit 1 attached hereto ("Property"). The Property is located within the boundaries of the City's RiverPark Specific Plan.

B. The City and the prior owner of the Property entered into that certain Development Agreement dated as of November 18, 2008, and which was recorded against the Property on December 1, 2008, as Instrument No. 20081201-00172496-0 in the Ventura County Recorder's Office and re-recorded against the Property on December 17, 2008, as Instrument No. 20081217-00180417-0 in the Ventura County Recorder's Office (the "Original Development Agreement"), as amended by that certain First Amendment to Development Agreement dated as of November 9, 2010, and recorded against the Property on January 6, 2011, as Instrument No. 20110106-00003776-0 in the Ventura County Recorder's Office (the "First Amendment to Development Agreement"), as amended by that certain Second Amendment to Development Agreement dated as of September 6, 2022, and recorded against the Property on September 21, 2022, as Instrument No. 2022000094753 in the Ventura County Recorder's Office (the "Second Amendment to Development Agreement"). The Original Development Agreement, as amended by the First Amendment to Development Agreement, Second Amendment to Development Agreement and Third Amendment, are collectively referred to as the "Development Agreement."

C. This Third Amendment solely relates to the Property and no other real property located within the RiverPark Specific Plan.

D. On _____, 2024, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Third Amendment.

E. On _____, 2024, the City Council held a duly noticed public hearing on this Third Amendment in accordance with Government Code Section 65868.

F. The City Council has given notice of its intention to consider this Third Amendment, has conducted a public hearing thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Third Amendment are consistent with the City's General Plan, City zoning ordinances, and the RiverPark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Third Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Third Amendment is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Third Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Developer agree as follows:

Section 1. Deletion of Section 5 of the Second Amendment to Development Agreement.

Section 5 of the Second Amendment to the Development Agreement relating to a maintenance agreement for an access road as it relates to the Property is hereby deleted in its entirety.

Section 2. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Third Amendment amends, this Third Amendment represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Third Amendment.

(b) Section Headings. The section headings contained in this Third Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Third Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Third Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any part of this Third Amendment is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Third Amendment or the Development Agreement which it amends. The other parts of this Third Amendment and the Development Agreement which it amends shall remain in effect as if this Third Amendment had been executed without the invalid part. The parties intend and desire that the remaining parts of this Third Amendment and the Development Agreement which it amends continue to be effective without any part or parts that have been declared invalid. If, for any reason, the Third Amendment does not take effect, then the provisions of the Development Agreement shall remain in full force and binding upon the parties to the Development Agreement.

(f) No Reliance on Other Parties. All parties to this Third Amendment declare that, prior to the execution of this Third Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Third Amendment and making the decision to execute it. The parties each represent and acknowledge that in executing this Third Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Third Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Third Amendment.

(g) Construction. The provisions of this Third Amendment shall be liberally construed to effectuate its purpose. The language of this Third Amendment shall be construed according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Third Amendment and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural and vice versa.

(h) Successors and Assigns. This Third Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Third Amendment, with venue for any legal action lying in a court of competent jurisdiction in the County of Ventura, State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Third Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other parties to this Third Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Indemnification. The Developer agrees, as a condition of approval of this Third Amendment, to indemnify, defend and hold harmless at the Developer's sole expense, the City, the City Council, and the City's agents, officers and employees from and against any claim, action or proceeding commenced within the applicable time period, to attack, review, set aside, void or annul the approval of this Third Amendment. The City shall promptly notify the Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with the Developer in the defense thereof. The Developer shall reimburse the City for any court costs and reasonable attorneys' fees which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the Developer of the obligations of this subsection.

(l) Definitions. All terms not specifically defined in this Third Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Third Amendment on Development Agreement. Unless otherwise specifically amended by this Third Amendment, all provisions of the Development Agreement shall remain in full force.

(n) Recordation of this Third Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Third Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Third Amendment.

(o) Effective Date. After this Third Amendment has been signed by authorized representatives of each of the parties hereto, this Third Amendment shall become effective on which the ordinance approving this Third Amendment becomes operative under Government Code Section 36937.

IN WITNESS WHEREOF, the parties to this Third Amendment have each executed this Third Amendment as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

By:_____
John C. Zaragoza, Mayor

ATTEST:

By:_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

By:_____
Stephen Fischer, City Attorney

[Signatures continue on next page]

DEVELOPER:

RIVERPARK APARTMENTS OWNER, LLC,
a Delaware limited liability company

By: Riverpark Apartments Venture, LLC, a
Delaware limited liability company, its sole member

By: FORE Riverpark LLC, a Delaware limited
liability company, its Manager

By:_____
Name: Jonathan Fore
Title: Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On __ _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2024, before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2024 before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT 1

THE PROPERTY

All that certain real property situated in the County of Ventura, State of California, described as follows:

LOTS 8 AND 9 OF TRACT NO. 4334, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114, PAGES 62 TO 66 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER THE PROPERTY HEREIN DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE THEREOF OR WITHIN OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEED RECORDED IN BOOK 4723, PAGE 472 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE REMAINDER OF ALL THE OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID PROPERTY, WITHOUT, HOWEVER THE RIGHT TO ENTER ON THE SURFACE THEREOF OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEEDS RECORDED DECEMBER 3, 1986 AS INSTRUMENT NO. 86-175822 THROUGH 86-175828, OF OFFICIAL RECORDS.

Assessor's Parcel Number: **132-0-100-085 & 132-0-100-095**

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: May 21, 2024

TO: City Council

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

SUBJECT: Mobile Home Park Rent Stabilization System Annual Activity Report for 2023.

RECOMMENDATION

That the City Council receive and file the 2023 Annual Activity Report for the Mobile Home Park Rent Stabilization System, as adopted by the Mobile Home Park Rent Review Board.

(This item did not originate in Committee.)

BACKGROUND

The Mobile Home Park Rent Review Board is a quasi-judicial body established pursuant to Chapter 24-5 of the City Code. Pursuant to Chapter 24-6 of the Code, the Board is required to submit an annual report of the Rent Stabilization System's activities to the City Council.

At its meeting on April 10, 2024, the Board adopted the attached Annual Activity Report for 2023, and authorized and directed Board Chairman Efrain Jimenez to execute and transmit it to the City Council. In summary, the Annual Activity Report contains two main activities:

1. All twenty (20) of the twenty parks in Oxnard applied for the maximum 5.74% Consumer Price Index (C.P.I.) increase allowed under City Code 24-9(A)(1).
2. Two homeowner associations protests were filed in 2023.

Country Club Mobile Estates. The protest challenged the respective park owners' C.P.I. increase alleged several service level reductions. Based on the findings of the protest hearing, the petition filed alleging service level reductions was dismissed. The Hearing Officer ruled that the homeowners had not met their burden of proof. As a result, the C.P.I. increase applied for by the park was approved. At the same meeting, a second hearing was held, as the park owners filed a protest challenging the effective date of the C.P.I. Rent Increase Application submitted by the park owners for 2023, March 1, 2023 instead of April 1, 2023. The Hearing Officer ruled that the City's determination to process the C.P.I. Rent Increase Application for an increase date of April 1, 2023 (rather than March 1, 2023) was upheld. As a result of the decision, the park was directed to refund the homeowners the 5.74% rent increase that was collected for the month of March 2023.

Kona Kai Mobile Estates. The protest challenged the legitimacy of Kona Kai's 2022 C.P.I Rent Increase Application which enacted a 4.0% rent increase imposed on April 1, 2022 and its potential impact on their 2023 C.P.I Rent Increase Application which proposed a 5.74% rent increase effective April 1, 2023. Based on the findings of the protest hearing, the Hearing Officer ruled that the park owners shall refund or credit to homeowners the full amount of the 2023 rent increase increment and return space rents to levels which reflect the approved rent as of April 1, 2021, for each space. Any future applications for rent increase shall be calculated using the approved rent levels as of April 2021 as the basis for said future rent increases.

On October 3, 2023, the park owners of Kona Kai Mobile Estates filed an appeal to the decision by the Hearing Officer, which would require a hearing by the Mobilehome Park Rent Review Board. Since the submission of the appeal, the owners of Kona Kai and its homeowners have been in active discussions trying to reach a settlement and avoid a hearing. The hearing occurred on April 25, 2024, wherein the Mobilehome Park Rent Review Board confirmed the Settlement Agreement and approved a stipulation and order to implement the Settlement Agreement. The attached report was approved and submitted by the Mobilehome Park Rent Review Board prior to the hearing date.

STRATEGIC PRIORITIES

The Mobile Home Rent Stabilization Ordinance was adopted as part of the City Code in 1982 and last amended in 1998. It does not fall squarely into any of the five priorities that Council adopted for FY 2021-2025.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Mobile Home Activity Report 2023

ANNUAL ACTIVITY REPORT FOR 2023
CITY OF OXNARD MOBILE HOME PARK RENT REVIEW BOARD

1. THE BOARD

The Mobile Home Park Rent Review Board consists of three Commissioners who were appointed to three-year terms at the City Council meeting of January 23, 2018: Cynthia Daniels, Felipe Flores, and Martin Lee Remmen; Commissioner Efrain Jimenez, appointed by City Council on May 21, 2019; and Commissioner Yukio Okano, appointed by City Council on February 20, 2024.

2. BOARD MEETINGS

The Rent Review Board did not meet in 2023, but met on April 10, 2024.

3. PROCESSING OF RENT INCREASE APPLICATIONS IN 2022

A. Types of Space Rent Increases

Chapter 24 of the City Code establishes two mechanisms by which owners of mobile home parks in the City may apply for general space rent increases. Chapter 24-9 of the Code defines the procedure for C.P.I. (Consumer Price Index) Formula Adjustment increase applications, and Chapter 24-10 creates the mechanism for applying for Discretionary Rent Increases.

B. Calculation of C.P.I. Space Rent Increases

The formula by which the maximum permissible C.P.I. space rent increase for which a park may apply is set forth in Chapter 24-9(A)(1), and is based on the change in the C.P.I. from August of one year to August of the next year. Whenever that change is 4 percent or less, the maximum permissible space rent increase for the next calendar year is equivalent to 100% of that August-to-August percentage change. The C.P.I. change has not exceeded that 4% threshold since 2008The permissible C.P.I. space rent increase for rent increases applied for in 2023, as determined by the inflation rate, was 5.74%.

Maximum permissible increases in recent years have been as indicated below:

2022:	4.0%		
2021:	2.02%	2015:	1.81%
2020:	2.97%	2014:	0.84%
2019:	3.87%	2013:	2.32%
2018:	2.82%	2012:	2.41%
2017:	1.43%	2011:	0.83%
2016:	1.14%	2010:	No increase

There was no increase permitted in 2010, as 2009 was a deflationary year.

The City Code provides for an increase of less than the full CPI amount whenever the inflation rate exceeds 4 percent. For calendar year 2023, the permissible increase will be calculated pursuant to section 24-9(A)(1)(b), which states as follows:

(A)(1)(b): If the percentage change in the CPI is greater than 4 percent but less than or equal to 9 percent, the permissible CPI formula adjustment shall be equal to 75 percent of the change in the CPI, or a 4 percent adjustment, whichever is greater.

The calculation of the permissible CPI increase in 2023 is as follows:

August 2022 C.P.I.:	*313.608*
Minus August 2021 C.P.I.:	*– 291.333*
Equals Net Change in C.P.I.	*22.275*
Divided by August 2022 C.P.I.:	*/291.333*
Equals decimal change in C.P.I.:	*.0765*

Pursuant to section 24-9(A)(1)(b) of the City Code, the permissible rent increase shall be equal to three-quarters of the C.P.I. increase. The calculation is as follows:

7.65% x.75 = 5.74%

The maximum permissible CPI rent increase for calendar year 2023 shall be 5.74%

C. Park Applications for C.P.I. Formula Rent Increases in 2023

There are twenty (20) mobile home parks in Oxnard, ranging in size from 39 spaces to 265 spaces. All twenty (20) parks applied for 5.74% C.P.I. space rent increases to take effect in calendar year 2023:

Country Club Mobile Estates
Evergreen R. V. Park
Meadowlake Park
Ocean-Aire Mobile Estates
Oxnard Pacific Mobile Estates
Pleasant Valley Mobile Home Park
Royal Duke Mobile Estates #1
Sunshine Manor Mobile Home Park
The Colony Mobile Home Park
Villa Capri Mobile Estates
Cypress Mobile Home Park
Imperial Oxnard Mobile Estates
Oxnard Mobile Home Lodge
Oxnard Shores Mobile Home Park
Royal Palms Mobile Estates
Royal Duke Mobile Estates #2
Sunny Acres Park
Silverwheel Mobile Home Park
Valley Trailer Villa
Kona Kai Mobile Estates

D. Homeowner Association Protests of C.P.I. Rent Increase Applications

The Rent Stabilization System permits associations or groups of homeowners to challenge C.P.I. formula rent increase applications by filing a protest as defined in Chapter 24-2 of the City Code. When a protest is filed, the independent Hearing Officer conducts an evidentiary hearing, in accordance with Chapter 24-9(8) and 24- 13 of the Code. If the Hearing Officer determines that the homeowners have presented evidence of a reduction in services by the park owner, and a monetary savings, the Hearing Officer may reduce the pending rent increase by the amount saved by the park owner due to the deletion of reduction in services provided to homeowners.

Two Homeowner Association Protests of C.P.I. Rent Increase Applications were filed in 2023.

One homeowner protest was filed by a group of homeowners that reside in Country Club Mobile Estates. The protest challenged the respective park owners' C.P.I. increase alleged several service level reductions. Based on the findings of the protest hearing, the petition filed alleging service level reductions was dismissed with prejudice. The Hearing Officer ruled that the homeowners had not met their burden of proof. As a result, the C.P.I. increase applied for by the park was approved. At the same meeting, a second hearing was held, as the park owners filed a protest challenging the effective date of the C.P.I. Rent Increase Application submitted by the park owners for 2023, March 1, 2023 instead of April 1, 2023. The Hearing Officer ruled that the City's determination to process the C.P.I. Rent Increase Application for an increase date of April 1, 2023 (rather than March 1, 2023) was upheld. As a result of the decision, the park was directed to refund the homeowners the 5.74% rent increase that was collected for the month of March 2023, within thirty (30) days of the Hearing Officer's Decision becoming final.

The second homeowner protest was filed by a group of homeowners in Kona Kai Mobile Estates. The protest petition challenges the legitimacy of Kona Kai's 2022 C.P.I Rent Increase Application which enacted a 4.0% rent increase imposed on April 1, 2022 and its potential impact on their 2023 C.P.I Rent Increase Application which proposes a 5.74% rent increase effective April 1, 2023. Based on the findings of the protest hearing, the Hearing Officer ruled that the park owners shall, within thirty (30) days of this Decision, refund or credit to homeowners the full amount of the 2023 rent increase increment that was collected from homeowners beginning in the month of April of 2023, for all months from April 2023 forward. The "full amount of the 2023 rent increase increment" is defined as the difference between the space rent for each that was approved effective April 1, 2021, and the amount of rent charged beginning in April of 2023; and the park owners must, within thirty (30) days of this Decision, returned space rents to levels which reflect the approved rent as of April 1, 2021, for

each space. Any future applications for rent increase shall be calculated using the approved rent levels as of April 2021 as the basis for said future rent increases.

On October 3, 2023, the park owners of Kona Kai Mobile Estates filed an appeal to the decision by the Hearing Officer, which would require a hearing by the Mobilehome Park Rent Review Board. Since the submission of the appeal, the owners of Kona Kai and its homeowners have been in active discussions trying to reach a settlement and avoid a hearing. A tentative hearing date has been scheduled for April 25, 2024, wherein which the Mobilehome Park Rent Review Board will either conduct a hearing in response to the appeal or confirm the settlement agreement

E. Discretionary Rent Increase Applications

The Rent Stabilization System provides an avenue for parks to apply for space rent increases in amounts greater than the C.P.I. Formula Adjustment method. When a park believes that it is not receiving a fair return on its investment, it may apply for a Discretionary Rent Increase. Such an application requires presentation of an audit; a review of the park's application by City staff; a review of the park's income and expenses by an independent Certified Public Accounting firm hired by the City; a report by that CPA to the Hearing Officer; a public hearing on the findings during which representatives of the affected homeowners and of the park owner present their evidence and arguments; and ultimately a written Decision with Findings of Fact, issued by the Hearing Officer. The requirements for the processing of Discretionary Rent Increase applications are set forth in Chapter 24-10 of the City Code, and City Council Resolution No. 11,468.

No Discretionary Rent Increase Applications were submitted in 2023.

The most recent Discretionary increase application was processed in 2016, when the owner of Sunshine Manor Mobile Home Park submitted an application for a Discretionary Rent Increase, seeking an increase in the amount of 68.1%. That park was ultimately granted a Discretionary Rent Increase of 38.05%.

F. Utility Passthrough Applications

The City Code also permits park owners to apply for approval to pass through utility costs when segregated out or separately metered to individual homesites within a mobile home park.

No Utility Passthrough Applications were submitted in 2023.

G. Hearings conducted by Independent Hearing Officer

Evidentiary hearings are required for the implementation of the rent stabilization

ordinance. Rent increase, and change-of-occupancy determination hearings are adversarial in nature; passthrough hearings are investigative and non-adversarial. All hearings are conducted by an independent professional hearing officer, selected through the City's formal procurement policies. Mr. David B. Hart serves the City as hearing officer for all matters related to mobile home rent stabilization.

4. APPEALS TO THE RENT REVIEW BOARD

Pursuant to Chapter 24 of the City Code, either party may appeal a Decision of the Hearing Officer if that party is dissatisfied with the ruling. Unlike appeals of rulings by the City's Planning Commission, however, appeals under the rent stabilization system do not go to the City Council. Any Hearing Officer decision which is appealed is presented to the full Mobile Home Park Rent Review Board, which conducts a review of the record in open session, in accordance with Section 24-15 of the City Code. The Board reviews the record, and entertains arguments from the parties, but does not receive testimony nor conduct a de nova hearing on the matter in dispute. No Hearing Officer decisions have been appealed to the full Rent Review Board in any of the cases decided from 2016 through 2023.

5. ADOPTION

Pursuant to Chapter 24-6(C) of the Oxnard City Code, the 2023 Annual Activity Report of the Mobile Home Park Rent Review Board is hereby presented to the Oxnard City Council, having been adopted by a majority vote of the Commission at the Meeting of April 10, 2024.

Respectfully submitted,

_____

Efrain Jimenez, Chair

Date: April 10, 2024

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: May 21, 2024

TO: City Council

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

SUBJECT: First Amendment to Agreement with InterTalk Critical Information Systems.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to Agreement (contract A-8195) with InterTalk Critical Information Systems in the amount of $243,778.00 for a not to exceed contract amount of $968,192.00.

BACKGROUND

On July 6, 2020, the Council approved a 10-year agreement (A-8195) with InterTalk Critical Information Systems (InterTalk). Under the terms of the agreement, InterTalk shall provide hardware, software, and maintenance for the life of the agreement. This agreement updated the Police Department's Emergency Communications Center from the obsolete Motorola Gold Elite Radio Consoles to the InterTalk P25 Compatible radio consoles. P25 is a suite of standards for digital mobile radio communications. This purchase allowed for a future upgrade into a completely interoperable connection and integration into the County of Ventura's Radio System.

At the time of the original agreement, rebuilding the radio infrastructure was not feasible due to cost and the state of the Police Department's current radio infrastructure. In 2023, the Police Department entered into discussions with the County of Ventura about a countywide radio infrastructure plan with subscriber capabilities. The First Amendment to the Intertalk Agreement includes the scope of work that will provide the necessary features, including upgrades to hardware and software, that will allow the Police Department to connect and subscribe to the County Radio System. Connecting to the County of Ventura's Radio System will achieve improved interoperability with surrounding agencies and satisfy the Department of Justice's mandate of securing information that is transmitted via the radio frequencies.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient budget available from ARPA Lost Public Sector Revenue project funding to cover this amendment.

(For Finance Use Only: 3012131-5320-C2257 and 3012131-56040-C2257)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Gaye Lynn Ward, Police Communications Manager

ATTACHMENTS

1. 1st Amendment Packet A-8195
2. A-8195 Original Agreement

FIRST AMENDMENT FOR TRADE SERVICES

This first Amendment ("First Amendment") to the Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of April, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and InterTalk Critical Information Systems("Vendor"). This first Amendment amends the Agreement entered into on July 6, 2020, by City and Vendor.

City and Vendor agree as follows:

1. The reference to the Rates and Costs Exhibit everywhere it is listed in the Agreement is hereby amended to add also the Quote Number Q2322149 as of March 28, 2024 Exhibit. The Quote Number Q2322149 as of March 28, 2024 Exhibit is attached hereto and incorporated herein by this reference.

2. In Section 6 of the Cover Page of the Agreement is hereby amended to state: Years 1 through 7 not to exceed $840,362 with the option to renew the annual license for years 8 through 10 not to exceed an additional amount of $127,830.00 for a total amount of $968,192.00.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____

☐ John C. Zaragoza, Mayor[1] Date

☐ Jennifer Yates, Purchasing Agent[2]

[SERVICE PROVIDER]

_____ April 30 2024

Chris Oldham, President Date

_____ April 30, 2024

James Birchall, Director of Technology Date

ATTEST:

_____ _____

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

APPROVED AS TO FORM:

_____ _____

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

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

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

INTERTALK

INTERTALK CRITICAL INFORMATION SYSTEMS
371 Cutler Avenue, Dartmouth, Nova Scotia, Canada B3B 0J5

Quote Number	**Q2322149**	Created Date	28-Mar-2024
Quote Subject	P25 system upgrade for Dispatch Console	Quote Expiration	27-May-2024
Account Name	City of Oxnard	Prepared By	Jeff Kelly
Account Contact	Gaye Lynn Ward	Email	jkelly@intertalksystems.com
Contact Email	gaye.lynn.ward@oxnardpd.org	Revision	***3***
Account Phone	805-385-7784		

Description: InterTalk Dispatch Console System -- P25 equipment and software upgrade. Redundant CSSI + Non-redundant donor radio interface. P25 licensing tier supports up to 12 simultaneous talkpaths. Sentinel IP Radio Gateways and Radio Interface Connection line items provide connectivity to donor radios.

NOTES & ASSUMPTIONS
- GPS display from P25 portables is not supported with the quoted equipment.
- Quote assumes sufficient network switch space is available; InterTalk can quote and provide additional switches if necessary.
- Third-party radio vendor connection/license fees (CSSI and/or DFSI) are not InterTalk's purview.
- Upgraded networking equipment may be required to support network connection to County radio system. Not included in quote.
- Quote assumes existing console system switches at Oxnard are to be utilized.
- Any potential DFSI upgrade/connectivity is not a part of this quote.
- Each IPS supports *up to* 24 talkpaths; additional talkpaths beyond the licensed 12 talkpath capacity (item #905-1007) requires an IPS license upgrade.

Rev.2: Removed server rail rack line items; adjusted System Engineering line item, and combined "Production, Assembly..." line item into SysEng; married up some on-site vs. HQ configuration efforts for SysEng time savings. Sales tax line adjusted to include Eventide logger line item.
Rev.3: Added two (2) additional redundant Motorola P25 talkpaths for a total of 14, per email request March 28, 2024 from Mel Samples.

Product Family	Code	Product	Qty	MSRP	Total Price
Redundant CSSI / Non-Redundant Donor Radio Interface to Console System					
P25	905-1007	License - P25 Server (IPS), C Series (up to 12 talkpaths)	2	$ 11,000.00	$ 22,000.00
P25	550-1700	InterTalk P25 Server (IPS) V/C Series	2	$ 7,995.00	$ 15,990.00
P25	550-1200	InterTalk CSSI Gateway (ICG)	2	$ 7,995.00	$ 15,990.00
P25	830-4001-01	P25 AES Encryption dongle, per server (up to 24 talkpaths)	2	$ 8,000.00	$ 16,000.00
P25	830-4002	P25 CSSI talkpath (each), Motorola	14	$ 2,212.50	$ 30,975.00
RF Control	660-2002	Sentinel IP Radio Gateway, 2-port *Each Sentinel unit supports one (1) donor radio interface*	5	$ 2,295.00	$ 11,475.00
RF Control	660-2008-CCDI	Radio Interface Connection, TAIT	5	$ 1,595.00	$ 7,975.00
Hardware	610-2001	Sentinel Rack Mount Plate (3 units, 1U)	2	$ 187.50	$ 375.00
Logger Interface	905-3082	Logger Connection - Digital, Radio	15	$ 250.00	$ 3,750.00
Eventide NexLog Additional VOIP/SIPREC Licensing					
3rd Party		> 8-Channel VOIP BASE Licensing--8 pack, qty: 2 > Add-on 8 pack Channel VoIP Licensing, qty: 2 > INCLUDED through 10/2024 - SW Update Subscription (DXSUS) SMA	1	$ 12,980.00	$ 12,980.00
Professional Services					
Pro Svcs	SERV-PM-DAY	Project Management, daily	4	$ 2,080.00	$ 8,320.00
Pro Svcs	SERV-ENG	System Engineering	92	$ 260.00	$ 23,920.00

		Installation of server/system OS, application software pieces (IPS, ICG), testing and configuration of Sentinel application and donor radio interface application software, P25 IPS & ICG staging, configuration, ILS/ICE configuration for setting up P25 and logging recorder configuration for new resources, network switch / port configuration to accommodate new system hardware, creating system documentation.					
Pro Svcs	SERV-INST-DAY	Installation labour, daily	7	$	2,080.00	$	14,560.00
		This line item represents one (1) InterTalk System Engineer on site over five (5) days [plus 2 days travel], time spent conducting P25 system commissioning and integration testing with Motorola's system and Tait donor radios, site acceptance testing (SAT)					
Pro Svcs	SERV-INST-TRV	Travel, incidentals	1	$	5,285.00	$	5,285.00
Pro Svcs	SERV-INST-DAY	Installation labour, daily	2	$	2,160.00	$	4,320.00
		This line item represents PTelcom cold install of hardware, with two (2) Technicians on site over two (2) days					
Pro Svcs	*SERV-SMF-ANNUAL*	*InterTalk ServiceFirst Software Support - Annual, Biz Hrs (Charged after expiration of Year 1 warranty)*	*0*	*$*	*6,053.85*	*$*	-
Shipping	SHIPPING-GRD	Shipping & Handling (Ground)	1	$	819.20	$	819.20

NOTES

Payment Terms: Net 30 Days

Shipping: Ground

Prices quoted are USD

Subtotal		$	194,734.20
Taxes	9.25%	$	12,719.68
Total		**$**	**207,453.88**

InterTalk's products include a one (1) year warranty. The warranty covers hardware repairs, software defect fixes, and includes software maintenance, and business hours remote support (8:30am-5:30pm EST). Extended hardware warranty can also be quoted upon request. 30 days prior to the conclusion of the warranty period, customer will renew ServiceFirst Support Program on an annual basis (SERV-SMF-ANNUAL and/or SERV-TLRS-SMF).

INTERTALK™

STANDARD TERMS AND CONDITIONS OF SALE

Prices	Unless otherwise specified, prices quoted are FCA Dartmouth, Nova Scotia. Prices are subject to change without notice unless an expiration date is specifically included on the quotation. Terms are Net 30 days from date of invoice. A 1.5% per month charge is added to overdue accounts. Prices include the cost of standard domestic packaging but not shipping.
Quotations	This proposal quotation is based on InterTalk's best understanding of the project based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation. Only written quotations are valid.
Acceptance of Orders	Orders are valid only when accepted at the seller's Dartmouth, Nova Scotia office and are subject to approval of InterTalk's finance department.
Deposits and Payments Due	System orders require a deposit equal to twenty-five percent (25%) of the equipment price. An invoice will be provided along with the order confirmation for accepted orders. The remaining seventy-five percent of the equipment will be invoiced upon delivery of the equipment to buyer's site(s). Services will be invoiced upon system cutover or 30 days from completion, whichever is sooner.
Claims for Damage or Loss in Transit	The buyer must make claims against the carrier.
Specification Changes	All designs and specifications are subject to change without notice provided the changes do not materially affect performance.
Returned Material	Written authorization must be obtained before returning material.
Delays or Inability to Perform	The seller is not liable for delays or inability to perform or fulfill contractual obligations when the causes thereof are beyond the reasonable control of the seller.
Termination for Convenience	Customer may terminate a standard system contract for convenience or other reason under the following conditions: Customer pays twenty-five percent (25%) of total equipment cost as a cancellation/restocking fee. Equipment is returned to InterTalk in new, sellable condition to InterTalk's Dartmouth, Nova Scotia office at buyer's expense within 30 days of customer receipt. Note: Special order or custom-built materials cannot be canceled unless InterTalk determines in its sole discretion that they are resalable. Customer also agrees to pay for any Non-Recurring Engineering (NRE) work at the agreed upon rate, pro- rated for the amount completed.

Intellectual Property Disclaimer

InterTalk is in the business of developing standard commercial radio-telephone console systems and accessories. These products include proprietary hardware and software. From time to time, InterTalk proposes to develop new, incremental hardware and software features for these systems, for a fee, as part of a contract to meet customer's specific needs. This fee is not development for hire; rather the fee compensates the company for the opportunity cost to add those specific features to the product in a specified time frame rather than other commercially attractive features on the InterTalk development roadmap. The features and functions become part of the standard product. All ownership rights to the features and functions implemented under this contract remain with InterTalk. It is expressly understood that InterTalk conveys no Intellectual Property ownership rights to the purchasing customer or end user.

Commercial Limited Equipment Warranty

The seller warrants that, at the time of shipment, the products manufactured by the seller are free from defects in material and workmanship. The seller's obligation under this warranty is limited to replacement or repair of such products within one year from date of system installation. In no event should system installation occur later than ninety (90) days after shipment. No material is accepted for replacement or repair without written authorization from the seller. Warranty replacement or repair is made only after examination at the Dartmouth, Nova Scotia facility shows defective material or workmanship at the time of manufacture. All shipping charges on returned material must be prepaid by the customer.

Seller is not liable for installation cost or for replacement or repair of products damaged by lightning or abuse.

Any repaired or replacement parts furnished under this warranty will be warranted for the remainder of the warranty period of the equipment in which it is installed.

Equipment and accessories not manufactured by InterTalk carry the standard warranty of the manufacturer thereof. InterTalk will assist customer in resolving any warranty issues for these items.

The preceding paragraphs set forth the exclusive remedies for claims based on failure of the products furnished to meet Seller's warranties whether claim is in contract or tort and however instituted, and upon the expiration of the warranty period, all such liability shall terminate.

INTERTALK'S COMMERCIAL LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABIITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL INTERTALK BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER WITH RESPECT TO CLAIMS MADE HEREUNDER.

Software Maintenance Fee, Annual

InterTalk's Annual Support & Software Maintenance Fee for the InterTalk DCS & Enlite (SERV-SMF-ANNUAL or SERV-247SMF-Yx) and Transcript Archival Logging Recorder System (SERV-TLRS-SMF) hardware, software and peripherals provides:

- New releases of ICE, ENLITE and TS that are corrective revisions for earlier versions,
- Remedies for defective software, and/or
- No-cost enhancements to earlier releases.

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 6, 2020

(2) Vendor: InterTalk Critical Information Systems

(3) Services: 911 Dispatch Consoles, Software and Hardware

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

(5) Agreement Ending Date: Complete installation 1/31/2021; 1 year factory warranty expires 1/31/2022; 7 year maintenance agreement ends 1/31/2029.

(6) Total Agreement Amount:

Years 1 through 7 not to exceed $615,340.62, with the option to renew the annual license for years 8 through 10 not to exceed an additional amount of $109,072.54 for a total amount of $724,413.16

(7) City's Project Manager: Gaye Lynn Ward, Public Safety Dispatcher

(8) Vendor's Project Manager: ~~Michael Barnett,~~ Nathan Renner Project Manager

(9) Insurance Coverage: INS-W

(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.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
371 Cutler Avenue Dartmouth, Nova Scotia B3B 0J5 Canada Attn: Chris Oldham, President	251 South "C" Street Oxnard, CA 93030 Attn: Gaye Lynn Ward, Public Safety Dispatcher

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
nrenner@intertalksystems.com	Gaye.Lynn.Ward@oxnardpd.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
☒ Service Level Agreement Exhibit
☒ Insurance Exhibit (INS-W)

COUNCIL APPROVED
07/07/2020 IA
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" or "Intertalk" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein. No price increases will be permitted during the term of this Agreement. The City requires written proof satisfactory to the City, upon the City's acceptance, of cost increases prior to any approved price adjustment. After the final term of the award with a minimum of 60-days advance notice in writing is required to be considered and approved by the City. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items, less food and energy – Los Angeles and be subject to satisfactory performance review by the City and approved (if needed) for budget funding by City Council.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall not constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services, pursuant to the terms set out in this Agreement. Likewise, City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such

term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

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

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination

shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim, in any form or at any stage of an action or proceeding. The obligation to defend extends through final judgment, including exhaustion of any appeals. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use,

duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any

legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

42. Contract Documents & Order if Precedence. This Agreement include the following Exhibits:

Exhibit A	Schedule 1: Business Travel Policy
Exhibit B	Schedule 2: Service Level Agreement

In the event of conflict between any provisions of this Agreement, the following order of precedence shall apply:

The Agreement and its Exhibits
Exhibit C- Best and Final Offer
Exhibit D- InterTalk's response to the City Request for Clarifications, with later versions taking precedence over earlier versions
Exhibit E- InterTalk submitted Proposal

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Tim Flynn 7/7/20

☐ Tim Flynn, Mayor[1] Date

INTERTALK CRITICAL INFORMATION SYSTEMS

Christopher Oldham:A01098000000 1663ABF539E0000D28F

Digitally signed by Christopher Oldham:A01098000001663ABF539E0000D28F
DN: c=US, o=U.S. Government, ou=ECA, ou=IdenTrust, ou=InterTalk Critical Information Systems Inc., cn=Christopher Oldham:A01098000001663ABF539E0000D28F
Date: 2020.05.21 18:04:19 -03'00'

Chris Oldham, President Date

20200521

Larry Hicks, VP Engineering Date

ATTEST:

Michelle Ascencion 7/7/20

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

APPROVED AS TO FORM:

7/7/2020

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.

RATES AND COSTS EXHIBIT

1.0 Milestone payment

Fees for the service and equipment shall be invoiced as indicated below, beginning on the commencement of the initial term as set forth on the first page of this Agreement. The City's annual license fees for the initial term are set forth below.

Event	Milestone	Description	% Contract
1	Contract Award	Project Initiation / kick-off	10
2	Detail Design Review	Final acceptation of system design	25
3	Factory Acceptance Test (FAT)	System functional test @ InterTalk lab	25
4	Installation	Equipment installation complete @ customer site	10
5	Site Acceptance Test (SAT)	Acceptance of SAT	15
6	Cutover	Final acceptance of system, warranty period begins	15

1.2 Cost and fees

						Year 2-7	Year 2-10
Line	**Product Family**	**Code**	**Product**	**Qty**	**Price**	**Total Price**	**Total Price**
1	Dispatch Console - CORE	901-1001	InterTalk Logistics Supervisor (ILS) license	2	$15,000.00	$ 30,000.00	$30,000.00
2	Dispatch Console - CORE	550-1000	Industrial Computer, ILS	2	$ 5,495.00	$ 10,990.00	$10,990.00
3	Dispatch Console - CORE	560-1002	KVM Access Terminal	1	$ 2,150.00	$ 2,150.00	$ 2,150.00
4	Dispatch Console - CORE	700-1048	LAN Switch, 48-port	2	$ 3,993.85	$ 7,987.70	$ 7,987.70
5	Dispatch Console - Workstation	901-1011	Console Engine (ICE) license -per seat	6	$ 5,000.00	$ 30,000.00	$30,000.00
6	Dispatch Console - Workstation	401-2001	Audio Exchange (AUDx)	7	$ 2,775.00	$ 19,425.00	$19,425.00
7	Dispatch Console - Workstation	410-1001	Speaker Set (2)	6	$625.00	$ 3,750.00	$ 3,750.00
8	Dispatch Console - Workstation	430-1001	Footswitch single pedal	6	$155.00	$ 930.00	$930.00
9	Dispatch Console - Workstation	405-2012	Headset Jackbox, Heavy Duty	12	$550.00	$ 6,600.00	$ 6,600.00
10	Dispatch Console - Workstation	526-2001	Console monitor, 24" Touchscreen	6	$ 1,195.00	$ 7,170.00	$ 7,170.00
11	Dispatch Console - Workstation	510-1021	Console desktop	6	$ 1,500.00	$ 9,000.00	$ 9,000.00
12	Dispatch Console - RF Interface	101-1401	InterTalk Q series controller, 12 slot	2	$ 3,450.00	$ 6,900.00	$ 6,900.00
13	Dispatch Console - RF Interface	110-2001	Double power supply	1	$ 2,495.00	$ 2,495.00	$ 2,495.00
14	Dispatch Console - RF Interface	201-1031	QRLI Quad port interface card	4	$ 2,295.00	$ 9,180.00	$ 9,180.00
15	Dispatch Console - RF Interface		Kenwood NX-5XXX control station w/antenna	1	$ 5,047.35	$ 5,047.35	$ 5,047.35
16	Professional Services		Operator Training, 4-hour course, 10 attendees	2	$ 6,000.00	$ 12,000.00	$12,000.00
17	Professional Services		Sys Tech Training, 8-hour course	1	$ 9,500.00	$ 9,500.00	$ 9,500.00

18	Professional Services		System Engineering, Production, Configuration	1	$44,515.37	$ 44,515.37	$44,515.37
19	Professional Services		Project Management	1	$30,000.00	$ 30,000.00	$30,000.00
20	Professional Services		System Installation	1	$92,040.00	$ 92,040.00	$92,040.00
21	Archival Recorder		Transcript Logging Recorder System	1	$111,550.00	$111,550.00	$ 111,550.00
					Subtotal	**$451,230.42**	**$451,230.42**
					TAX	**$ 34,970.36**	**$34,970.36**
22	Shipping		Shipping (Est.)	1	$ 6,250.00	$ 6,250.00	$ 6,250.00
23	Professional Services - SLA	Serv-SLA-YR2	Technical Support Agreement, Year 2	1	$35,000.00	$ 35,000.00	$35,000.00
24	Professional Services - SLA	Serv-SLA-YR3	Technical Support Agreement, Year 3	1	$35,937.32	$ 35,937.32	$35,937.32
25	Professional Services - SLA	Serv-SLA-YR4	Technical Support Agreement, Year 4	1	$36,933.43	$ 36,933.43	$36,933.43
26	Professional Services - SLA	Serv-SLA-YR5	Technical Support Agreement, Year 5	1	$37,992.98	$ 37,992.98	$37,992.98
27	Professional Services - SLA	Serv-SLA-YR6	Technical Support Agreement, Year 6	1	$39,121.07	$ 39,121.07	$39,121.07
28	Professional Services - SLA	Serv-SLA-YR7	Technical Support Agreement, Year 7	1	$40,323.32	$ 40,323.32	$40,323.32
29	Professional Services - SLA	Serv-SLA-YR8	Technical Support Agreement, Year 8	1	$-	$ -	$41,605.88
30	Professional Services - SLA	Serv-SLA-YR9	Technical Support Agreement, Year 9	1	$-	$ -	$42,975.56
31	Professional Services - SLA	Serv-SLA-YR10	Technical Support Agreement, Year 10	1	$-	$ -	$44,439.84
					Subtotal	**$717,758.90**	**$846,780.18**
					Discount 15%	**$-102,418.28**	**$-122,367.02**
					Total	**$615,340.62**	**$724,413.16**

EXHIBIT C
INTERTALK'S RESPONSE TO THE CITY BEST AND FINAL OFFER (BAFO)

BAFO #1

CITY OF
OXNARD
CALIFORNIA

REQUEST FOR BEST AND FINAL OFFER (BAFO)
911 DISPATCH CONSOLE FOR OXNARD POLICE

BEST AND FINAL OFFER

October 23, 2019

CERTIFICATION OF RECEIPT OF BEST AND FINAL OFFER

(BAFO-COVER PAGE)

To verify that you have received a copy of this BAFO, please sign the cover page of this BAFO and return it no later than October 30, 2019 on or before 2:00 PM PT by email.

I certify that I have received this (BAFO) on behalf of the company am duly authorized officer of the company/firm/sole proprietorship.

Signed: _____ Dated: 29 October 2019

Print Name: Chris Oldham Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

BEST AND FINAL OFFER

1.0 This Best and Final Offer (BAFO) is considered to be part of the Request for Proposal (RFP). All other terms of the RFP remain unchanged and in effect. This BAFO is intended to solicit Vendor's best and final pricing without compromising services or deliverable in regard to the original proposal submitted by the Vendor of the above referenced RFP. Any information contained herein will be considered part of the Vendor's proposal and as such will be used in the evaluation of the bid responses.

The request in this BAFO is primarily the result of your companies RFP response to the 911 DISPATCH CONSOLE FOR OXNARD POLICE PO 20-03.

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Best and Final Offer:

All responses must be submitted in accordance with the standards and specifications contained within this Best and Final Offers (BAFO) and must contain the signed certification of receipt cover page to meet the requirements specified.

2.2 Cover Page/Signature on Response

a. The cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind the company/organization contractually.
b. The City shall not pay any costs incurred or associated in the preparation of this or any proposal or for any Vendor participation in the procurement process.
c. The Vendor must provide only the information requested in this BAFO, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.
d. **Late responses may not be accepted.** Responses submitted to any other City office may be rejected. Acceptance of a late response is at the discretion of the Purchasing Manager. The responses shall be concise and to the point. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

2.3 Submitting responses to BAFO's:

a. Responses to BAFO's must be sent via e-mail. Responses shall be sent to the Purchasing Department at Lisa.Boerner@oxnard.org.
b. Responses shall be clearly identified stating "ATTENTION: BAFO FOR RFP #PO 20-03" shown in the subject line of the e-mail. BAFO's must be sent in a print ready PDF format. Note: It is the Vendor's responsibility to ensure the e-mail is sent no later than the time and date indicated in this document.

3.0 BAFO Price Proposal:

3.1 Please submit your BAFO without compromising any services, hours or deliverables. Please provide:

a. BAFO for the complete solution as a turnkey approach,
b. Include your BAFO of the annual maintenance and license renewals, please ensure that you include year's 6-10 as well,
c. Please review and revise, or provide detail that that supports installation price,
d. Provide BAFO pricing for future on-site technical support based on 8 hour work day(s) related to anticipated future removal/re-install in new console furniture,
e. Provide BAFO of your proposed technical training of $9500.

Vendor Response:

(a) Please see the revised BAFO cost proposal.
(b) Installation pricing is based on two (2) technicians onsite for two (2) weeks, installing all back office and console workstation equipment. This also includes the required in-house wiring identified as within scope for this contract. In accordance with our reply to (a) above, please see the revised BAFO cost proposal.
(c) On-site technical support for an eight (8) hour work day is available at $1275/day and a daily per diem of $237/day as per the GSA FY18 Per Diem rates for California (Ventura Co.)
(d) In accordance with our reply to (a) above, please see the revised BAFO cost proposal.

3.2 As stated during pre-bid, the replacement control station sub segment does not require new transmission line, antenna, or associated labor.

a. Provide a BAFO cost for this solution

b. Please clarify if Intertalk will perform the actual radio programming and installation or if this will be performed by a sub-contractor – and who.

Vendor Response:
(a) In accordance with our reply to 3.1 (a) above, please see the revised BAFO price proposal.
(b) InterTalk technical personnel will perform the radio programming and installation as part of the overall installation work.

3.3 Please clarify/verify the support of the local purchase of computer hardware per our discussion during the interview.

Vendor Response: Software licenses can be transferred to locally purchased computer hardware, provided the equipment meets minimum specifications for running our application(s). Note that hardware not supplied by InterTalk for use with the console system will not be the responsibility of InterTalk with respect to system performance and maintenance.

3.4 As the logging recorder and price were detailed in your response, what is not clear is whether the price was based on a future installation, or at the time of initial console installation. Is there a cost reduction and how much if done all at the same time?

Vendor Response: Installation pricing for the logging recorder system is not included in the unit price of the recorder. Should the City elect to purchase the optional logging recorder system with the initial order, InterTalk will install the recorder system at the time of console system installation at no additional charge to the City.

3.5 If the City procures the logging recorder from Intertalk, the maintenance, upgrades and warranty are the responsibility of Intertalk. The City will not interface deal with any of Intertalk's third-party contractors.

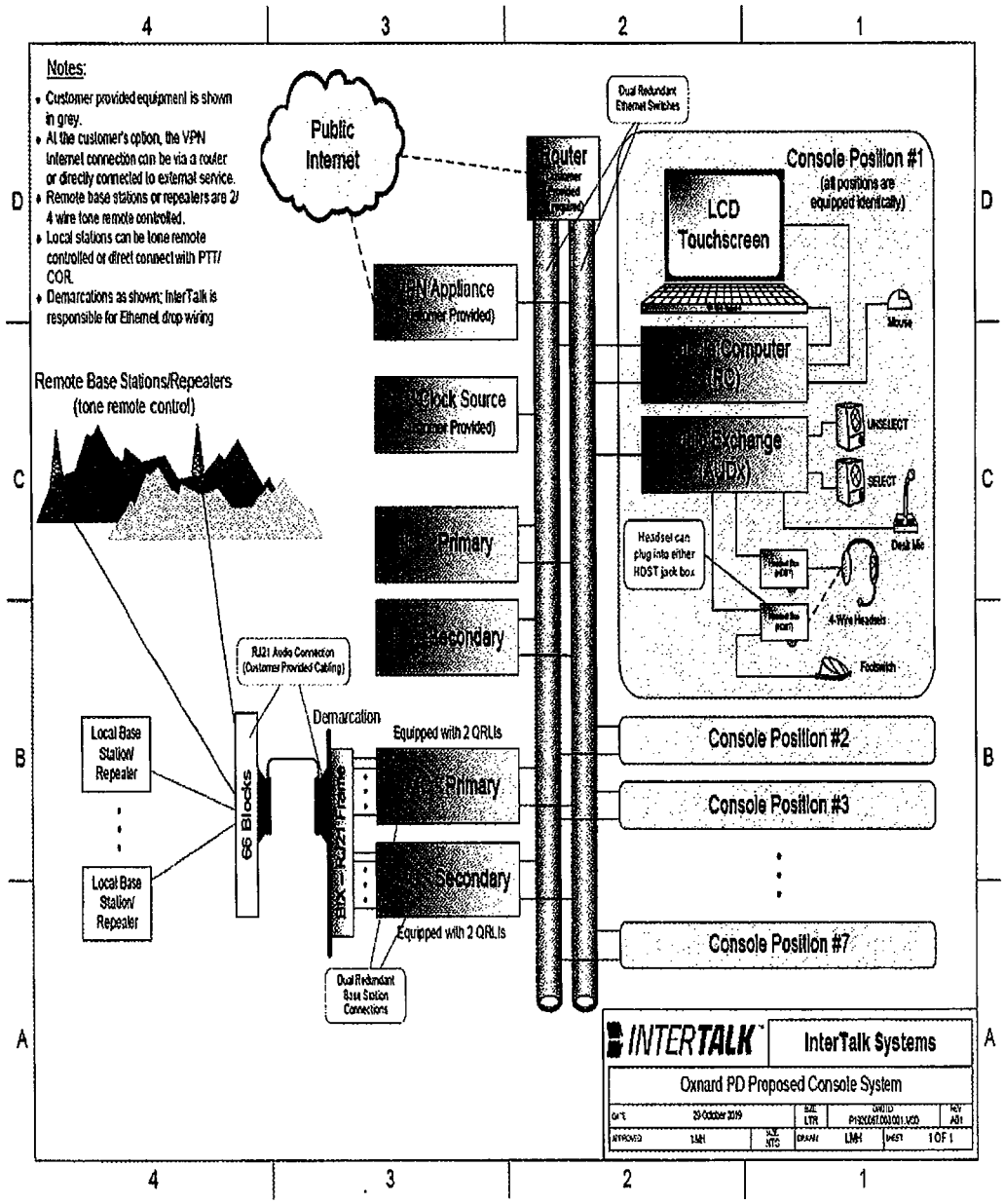
Vendor Response: Understood – the Transcipt™ Logging Recorder system offered by InterTalk is manufactured and supported by InterTalk.

3.6 Please provide a proposed network diagram listing all vendor-provided routers, switches, firewalls, VPN, gateways, cables, and computers.

Vendor Response: Please see the attached preliminary network diagram.

3.7 Please provide your Service Level Agreement (SLA). The City will use its' agreement and add your SLA as an Exhibit. Please ensure the terms do not conflict with the City's.

Vendor Response: Please see the attached Service Level Agreement (SLA).


Notes:
• Customer provided equipment is shown in grey.
• At the customer's option, the VPN Internet connection can be via a router or directly connected to external service.
• Remote base stations or repeaters are 2/4 wire tone remote controlled.
• Local stations can be tone remote controlled or direct connect with PTT/COR.
• Demarcations as shown; InterTalk is responsible for Ethernet drop wiring
Public Internet
Router
Dual Redundant Ethernet Switches
Console Position #1
(all positions are equipped identically)
LCD Touchscreen
Mouse
Computer
UNSELECT
SELECT
Desk Mic
Headset can plug into either HOST jack box
4-Wire Headsets
Footswitch
Remote Base Stations/Repeaters
(tone remote control)
Clock Source
Primary
Secondary
RJ21 Audio Connection (Customer Provided Cabling)
Demarcation
Equipped with 2 QRLIs
Local Base Station/ Repeater
66 Blocks
Console Position #2
Console Position #3
Console Position #7
Dual Redundant Base Station Connections
INTERTALK
InterTalk Systems
Oxnard PD Proposed Console System
29 October 2019
LMH
1 OF 1

BAFO PRICING

INTERTALK

INTERTALK CRITICAL INFORMATION SYSTEMS
371 Cutler Avenue
Dartmouth, Nova Scotia B3B 0J5

Quote Number	P1920067	Created Date	29-Oct-2019
Quote Subject	911 Dispatch Console	Expiration Date	28-Dec-2019
Account Name	City of Oxnard PD	Prepared By	Chris Oldham
Account Contact	Lisa Boerner	Email	coldnam@intertalksystems.com
Contact Email	lisa.boerner@oxnard.org	Revision	1
Contact Phone	805-200-5339		
Description	InterTalk BAFO price proposal for City of Oxnard RFP# PO 20-03.		

Product Family	Code	Product	Qty	Price	Total Price
Dispatch Console - CORE	901-1001	InterTalk Logistics Supervisor (ILS) license	2	$ 15,000.00	$ 30,000.00
Dispatch Console - CORE	550-1000	Industrial Computer, IL2	2	$ 5,495.00	$ 10,990.00
Dispatch Console - CORE	550-1002	KVM Access Terminal	1	$ 2,150.00	$ 2,150.00
Dispatch Console - CORE	700-1048	LAN switch, 48-port	2	$ 3,993.85	$ 7,987.71
Dispatch Console - Workstation	901-1011	Console Engine (ICE) license - per seat	7	$ 5,000.00	$ 35,000.00
Dispatch Console - Workstation	401-2001	Audio Exchange (AUDx)	7	$ 2,775.00	$ 19,425.00
Dispatch Console - Workstation	410-1001	Speaker Set (2)	7	$ 625.00	$ 4,375.00
Dispatch Console - Workstation	420-1002	Desktop Microphone w/ PTT	7	$ 550.00	$ 3,850.00
Dispatch Console - Workstation	430-1001	Footswitch, single pedal	7	$ 155.00	$ 1,085.00
Dispatch Console - Workstation	405-2012	Headset Jackbox, Heavy Duty	14	$ 550.00	$ 7,700.00
Dispatch Console - Workstation	405-1001	4W Headset w/ PTT pistol grip	7	$ 450.00	$ 3,150.00
Dispatch Console - Workstation	526-2001	Console Monitor, 24" Touchscreen	7	$ 1,195.00	$ 8,365.00
Dispatch Console - Workstation	510-1021	Console Desktop PC	7	$ 1,500.00	$ 10,500.00
Dispatch Console - RF Interface	101-1401	InterTalk Q-Series Controller, 12 Slot	2	$ 3,450.00	$ 6,900.00
Dispatch Console - RF Interface	110-2001	Double Power Supply	1	$ 2,495.00	$ 2,495.00
Dispatch Console - RF Interface	201-1031	QRUI Quad-port interface card	4	$ 2,295.00	$ 9,180.00
Dispatch Console - RF Interface		Kenwood NX-5300I control station w/ antenna	1	$ 6,047.35	$ 6,047.35
Professional Services	SERV-TRNG-OP	Operator Training, 4-hour course, 10 attendees	2	$ 6,000.00	$ 12,000.00
Professional Services	SERV-TRNG-TECH	Sys Tech Training, 8-hour course,	1	$ 9,500.00	$ 9,500.00
Professional Services	SERV-ENG	System Engineering, Production, Configuration	1	$ 44,515.37	$ 44,515.37
Professional Services	SERV-PM	Project Management	1	$ 30,000.00	$ 30,000.00
Professional Services	SERV-INST	System Installation	1	$ 92,040.00	$ 92,040.00
Shipping & Logistics	SHP	Shipping (Est.)	1	$ 6,250.00	$ 6,250.00

NOTES				
Payment Terms: Net 30 Days	Subtotal			$ 362,505.43
Delivery: N/A	BAFO TURNKEY DISCOUNT -	8.95%		$ (32,444.24)
Warranty: 1 year parts and labor	Tax	0.00%		
Shipping: Not included	Total			$ 330,061.19
Prices quoted are USD				

intertalksystems.com

1-833-55-ITALK

sales@intertalksystems.com

INTERTALK

INTERTALK CRITICAL INFORMATION SYSTEMS
371 Cutler Avenue
Dartmouth, Nova Scotia B3B 0J5

Quote Number	P1920067	Created Date	29-Oct-2019
Quote Subject	911 Dispatch Console	Expiration Date	28-Dec-2019
Account Name	City of Oxnard PD	Prepared By	Chris Oatham
Account Contact	Lisa Boerner	Email	coatham@intertalksystems.com
Contact Email	lisa.boerner@oxnard.org	Revision	1
Contact Phone	805-200-6339		
Description	OPTIONAL EQUIPMENT / SERVICES for City of Oxnard RFP# PO 20-03. BAFO Turnkey Discount (8.95%) will be applied to any optional item purchased at the time of initial order.		

Product Family	Code	Product	Qty	Price	Total Price
Archive Recorder		Transcript Logging Recorder system	1	$ 111,550.00	$ 111,550.00
					$ -
Dispatch Console – P25 Interface	909-1003	P25 Console Gateway (PCG) license	2	$ 15,000.00	$ 30,000.00
Dispatch Console - P25 Interface	550-1200	Industrial computer, P25 gateway	2	$ 7,995.00	$ 15,990.00
Dispatch Console - P25 Interface	630-4001	CSSI Tailpath (each)	1	$ 1,475.00	$ 1,475.00
					$ -
Professional Services - SLA	SERV-SLA-YR2	Technial Support Agreement, Year 2	1	$ 35,000.00	$ 35,000.00
Professional Services - SLA	SERV-SLA-YR3	Technial Support Agreement, Year 3	1	$ 35,937.32	$ 35,937.32
Professional Services - SLA	SERV-SLA-YR4	Technial Support Agreement, Year 4	1	$ 36,933.43	$ 36,933.43
Professional Services - SLA	SERV-SLA-YR5	Technial Support Agreement, Year 5	1	$ 37,992.98	$ 37,992.98
Professional Services - SLA	SERV-SLA-YR6	Technial Support Agreement, Year 6	1	$ 39,121.07	$ 39,121.07
Professional Services - SLA	SERV-SLA-YR7	Technial Support Agreement, Year 7	1	$ 40,323.32	$ 40,323.32
Professional Services - SLA	SERV-SLA-YR8	Technial Support Agreement, Year 8	1	$ 41,605.68	$ 41,605.68
Professional Services - SLA	SERV-SLA-YR9	Technial Support Agreement, Year 9	1	$ 42,975.56	$ 42,975.56
Professional Services - SLA	SERV-SLA-YR10	Technial Support Agreement, Year 10	1	$ 44,439.64	$ 44,439.64

NOTES				
Payment Terms: Net 30 Days	Subtotal			$ 513,344.40
Delivery: N/A	BAFO TURNKEY DISCOUNT	8.95%		
Warranty: 1 year parts and labor	Tax	0.00%		
Shipping: Not included	**Total**			**$ 513,344.40**
Prices quoted are USD				

EXHIBIT C
INTERTALK'S RESPONSE TO THE CITY BEST AND FINAL OFFER (BAFO)

BAFO #2

CITY OF OXNARD CALIFORNIA

REQUEST FOR BEST AND FINAL OFFER (BAFO)
911 DISPATCH CONSOLE FOR OXNARD POLICE

BEST AND FINAL OFFER #2

November 6, 2019

CERTIFICATION OF RECEIPT OF BEST AND FINAL OFFER
(BAFO-COVER PAGE)

To verify that you have received a copy of this BAFO, please sign the cover page of this BAFO and return it no later than November 12, 2019 on or before 2:00 PM PT by email.

I certify that I have received this (BAFO) on behalf of the company ant duly authorized officer of the company/firm/sole proprietorship.

Signed: _____ Dated: 07 November 2019

Print Name: Chris Oldham Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

BEST AND FINAL OFFER

1.0 This Best and Final Offer (BAFO) is considered to be part of the Request for Proposal (RFP). All other terms of the RFP remain unchanged and in effect. This BAFO is intended to solicit bidder's best and final pricing without compromising services or deliverable in regard to the original proposal submitted by the Bidder of the above referenced RFP. Any information contained herein will be considered part of the Bidder's proposal and as such will be used in the evaluation of the bid responses.

The request in this BAFO is primarily the result of your companies RFP response to the 911 DISPATCH CONSOLE FOR OXNARD POLICE PO 20-03.

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Best and Final Offer:
All responses must be submitted in accordance with the standards and specifications contained within this Best and Final Offers (BAFO) and must contain the signed certification of receipt cover page to meet the requirements specified.

2.2 Cover Page/Signature on Response

a. The cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind the company/organization contractually.
b. The City shall not pay any costs incurred or associated in the preparation of this or any proposal or for any bidder participation in the procurement process.
c. The Bidder must provide only the information requested in this BAFO, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Bidder's proposal.
d. Late responses may not be accepted. Responses submitted to any other City office may be rejected. Acceptance of a late response is at the discretion of the Purchasing Manager. The responses shall be concise and to the point. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

2.3 Submitting responses to BAFO's:

a. Responses to BAFO's must be sent via e-mail. Responses shall be sent to the Purchasing Department at Lisa.Boerner@oxnard.org.
b. Responses shall be clearly identified stating "ATTENTION: BAFO #2 FOR RFP #PO 20-03" shown in the subject line of the e-mail. BAFO's must be sent in a print ready PDF format. Note: It is the Bidder's responsibility to ensure the e-mail is sent no later than the time and date indicated in this document.

3.0 BAFO Price Proposal:

3.1 Please submit your BAFO without compromising any services, hours or deliverables. Please provide your response via an Excel spreadsheet to allow for a simple insertion into the Agreement.

Vendor Response: Please see the revised BAFO cost proposal.

3.2 Please submit your milestone implementation schedule and millstone payment schedule based on the BAFO prices.

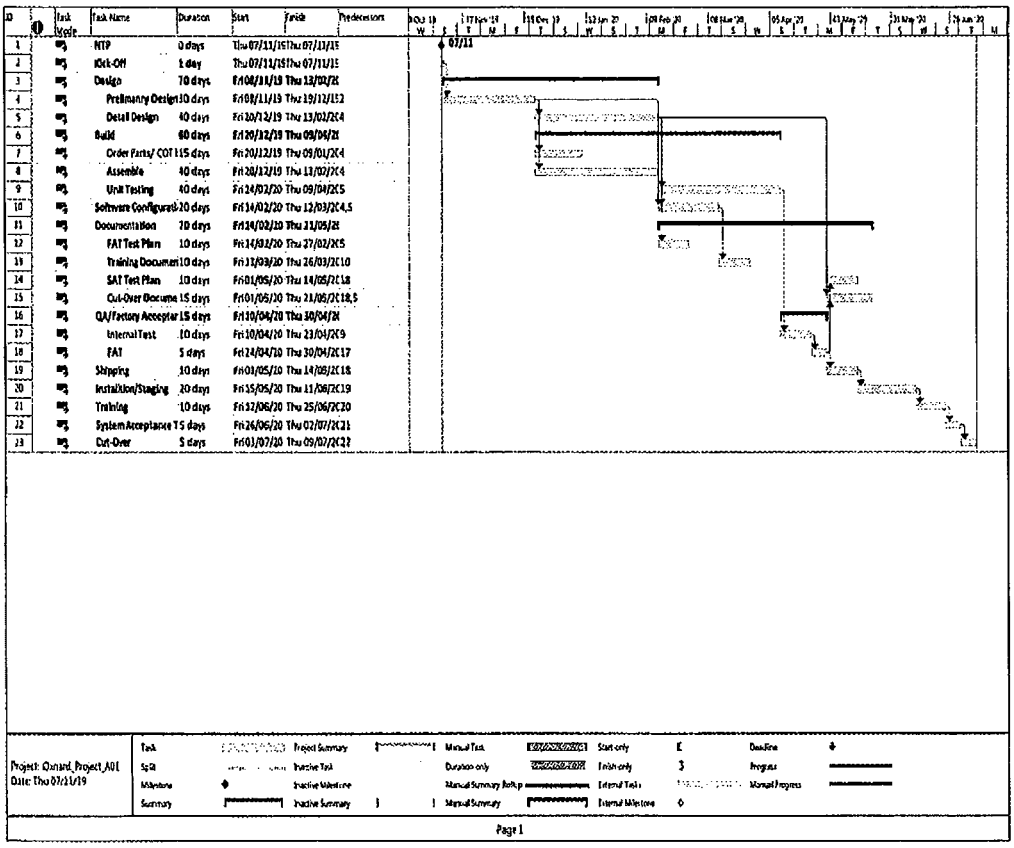
Vendor Response:

Preliminary Implementation Schedule – please refer to the high-level schedule provided with this response.

Milestone Payment Schedule:

Event	Milestone	Description	% Contract
1	Contract Award	Project Initiation / kick-off	10
2	Detail Design Review	Final acceptation of system design	25
3	Factory Acceptance Test (FAT)	System functional test @ InterTalk lab	25
4	Installation	Equipment installation complete @ customer site	10
5	Site Acceptance Test (SAT)	Acceptance of SAT	15
6	Cutover	Final acceptance of system, warranty period begins	15

Preliminary Implementation Schedule



INTERTALK

INTERTALK CRITICAL INFORMATION SYSTEMS
371 Cutler Avenue
Dartmouth, Nova Scotia B3B 0J5

Quote Number	P1920067	Created Date	7-Nov-2019
Quote Subject	911 Dispatch Console	Expiration Date	6-Jan-2020
Account Name	City of Oxnard PD	Prepared By	Chris Oldham
Account Contact	Lisa Boemer	Email	coldham@intertalksystems.com
Contact Email	lisa.boemer@oxnard.org	Revision	2
Contact Phone	805-200-5339		
Description	InterTalk BAFO #2 price proposal for City of Oxnard RFP# PQ 20-03.		

Product Family	Code	Product	Qty	Price	Total Price
Dispatch Console - CORE	901-1001	InterTalk Logistics Supervisor (ILS) license	2	$ 15,000.00	$ 30,000.00
Dispatch Console - CORE	550-1000	Industrial Computer, ILS	2	$ 5,495.00	$ 10,990.00
Dispatch Console - CORE	550-1002	KVM Access Terminal	1	$ 2,150.00	$ 2,150.00
Dispatch Console - CORE	700-1048	LAN switch, 48-port	2	$ 3,993.85	$ 7,987.71
Dispatch Console - Workstation	901-1011	Console Engine (ICE) license - per seat	7	$ 5,000.00	$ 35,000.00
Dispatch Console - Workstation	401-2001	Audio Exchange (AUDX)	7	$ 2,775.00	$ 19,425.00
Dispatch Console - Workstation	410-1001	Speaker Set (2)	7	$ 625.00	$ 4,375.00
Dispatch Console - Workstation	420-1002	Desktop Microphone w/ PTT	7	$ 550.00	$ 3,850.00
Dispatch Console - Workstation	430-1001	Footswitch, single pedal	7	$ 155.00	$ 1,085.00
Dispatch Console - Workstation	405-2012	Headset Jackbox, Heavy Duty	14	$ 550.00	$ 7,700.00
Dispatch Console - Workstation	405-1001	4W Headset w/ PTT pistol grip	7	$ 450.00	$ 3,150.00
Dispatch Console - Workstation	526-2001	Console Monitor, 24" Touchscreen	7	$ 1,195.00	$ 8,365.00
Dispatch Console - Workstation	510-1021	Console Desktop PC	7	$ 1,500.00	$ 10,500.00
Dispatch Console - RF Interface	101-1401	InterTalk Q-Series Controller, 12 Slot	2	$ 3,450.00	$ 6,900.00
Dispatch Console - RF Interface	110-2001	Double Power Supply	1	$ 2,495.00	$ 2,495.00
Dispatch Console - RF Interface	201-1031	GRLI Quad-port Interface card	4	$ 2,295.00	$ 9,180.00
Dispatch Console - RF Interface		Kenwood NX-5900 control station w/ antenna	1	$ 5,047.35	$ 5,047.35
Professional Services	SERV-TRNG-OP	Operator Training, 4-hour course, 10 attendees	2	$ 6,000.00	$ 12,000.00
Professional Services	SERV-TRNG-TECH	Sys Tech Training, 8-hour course,	1	$ 9,500.00	$ 9,500.00
Professional Services	SERV-ENG	System Engineering, Production, Configuration	1	$ 44,515.37	$ 44,515.37
Professional Services	SERV-PM	Project Management	1	$ 30,000.00	$ 30,000.00
Professional Services	SERV-INST	System Installation	1	$ 92,040.00	$ 92,040.00
Shipping & Logistics	SHP	Shipping (E&L)	1	$ 6,250.00	$ 6,250.00

NOTES				
Payment Terms: Net 30 Days	Subtotal			$ 362,505.43
Delivery: N/A	BAFO TURNKEY DISCOUNT -	15.00%		$ (54,375.81)
Warranty: 1 year parts and labor	Tax	0.00%		
Shipping: Not included	Total			$ 308,129.62
Prices quoted are USD				

intertalksystems.com 1-833-55-ITALK sales@intertalksystems.com

INTERTALK

INTERTALK CRITICAL INFORMATION SYSTEMS
371 Cuber Avenue
Dartmouth, Nova Scotia B3B 0J5

Quote Number	P1920067	Created Date	7-Nov-2019
Quote Subject	911 Dispatch Console	Expiration Date	6-Jan-2020
Account Name	City of Oxnard PD	Prepared By	Chris Oldham
Account Contact	Lisa Boemer	Email	coldham@intertalksystems.com
Contact Email	lisa.boemer@oxnard.org	Revision	2
Contact Phone	805-200-6339		
Description	OPTIONAL EQUIPMENT / SERVICES for City of Oxnard RFP# PO 20-03. BAFO #2 Turnkey Discount (15%) will be applied to any optional item purchased at the time of initial order.		

Product Family	Code	Product	Qty	Price	Total Price
Archival Recorder		Transcript Logging Recorder system	1	$ 111,550.00	$ 111,550.00
					$ -
Dispatch Console - P25 Interface	905-1003	P25 Console Gateway (PCG) license	2	$ 15,000.00	$ 30,000.00
Dispatch Console - P25 Interface	S50-1200	Industrial computer, P25 gateway	2	$ 7,995.00	$ 15,990.00
Dispatch Console - P25 Interface	830-4001	CSSI Tailpath (each)	1	$ 1,475.00	$ 1,475.00
					$ -
Professional Services - SLA	SERV-SLA-YR2	Technical Support Agreement, Year 2	1	$ 35,000.00	$ 35,000.00
Professional Services - SLA	SERV-SLA-YR3	Technical Support Agreement, Year 3	1	$ 35,937.32	$ 35,937.32
Professional Services - SLA	SERV-SLA-YR4	Technical Support Agreement, Year 4	1	$ 36,933.43	$ 36,933.43
Professional Services - SLA	SERV-SLA-YR5	Technical Support Agreement, Year 5	1	$ 37,992.98	$ 37,992.98
Professional Services - SLA	SERV-SLA-YR6	Technical Support Agreement, Year 6	1	$ 39,121.07	$ 39,121.07
Professional Services - SLA	SERV-SLA-YR7	Technical Support Agreement, Year 7	1	$ 40,323.32	$ 40,323.32
Professional Services - SLA	SERV-SLA-YR8	Technical Support Agreement, Year 8	1	$ 41,605.88	$ 41,605.88
Professional Services - SLA	SERV-SLA-YR9	Technical Support Agreement, Year 9	1	$ 42,975.56	$ 42,975.56
Professional Services - SLA	SERV-SLA-YR10	Technical Support Agreement, Year 10	1	$ 44,439.84	$ 44,439.84

NOTES			
	Subtotal		$ 513,344.40
Payment Terms: Net 30 Days	BAFO TURNKEY DISCOUNT	15.00%	
Delivery: N/A	Tax	0.00%	
Warranty: 1 year parts and labor	Total		$ 513,344.40
Shipping: Not included			
Prices quoted are USD			

EXHIBIT D
INTERTALK'S RESPONSE TO THE CITY REQUEST FOR CLARIFICATIONS (RFC)

RFC #1

City of Oxnard Purchasing Department — Solicitation No. PO 20-03 Clarification No. 1

CITY OF OXNARD CALIFORNIA

REQUEST FOR CLARIFICATION NO. 1
911 DISPATCH CONSOLE FOR OXNARD POLICE
September 26, 2019

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: _____ Dated: 02 October 2019

Print Name: Chris Oldham Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

REQUEST FOR CLARIFICATION NO. 1

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to 911 DISPATCH CONSOLE FOR OXNARD POLICE # PO 20-03.

1.2 Receipt of Clarification Request Cover Page
To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than October 3, 2019 by 4:00 pm PT via email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to lisa.boesner@oxnard.org which states in the subject line: **"Request for Clarification No. 1, Solicitation # PO 20-03".**

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification
All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions from the City (Please reference Tab D Scope of Services in the RFP):

3.1 Please explain why your company does not comply with section D, point 4.11 on the 18" foot pedal requirement.

Vendor's Response: In reviewing our proposal document, we marked 4.11 as "comply" – we support most COTS footswitches and have supplied similar-sized footswitches to other customers.

3.2 Are these concurrent licenses or per seat?

Vendor's Response: Console workstation licenses are issued per seat, and are a one (1) time charge.

3.3 Who is responsible for the firmware upgrades?

Vendor's Response: Firmware upgrades are typically performed via remote VPN connection to the consle system by InterTalk technicians, in coordination with City technical personnel.

3.4 Do you have a console installation anywhere in the U.S. that includes a direct CSSI connection to a Motorola trunked system?

If yes:
a) Who is the customer
b) How long has your installation been in service
c) Are you aware of any special hardware, or software licenses, that had to be provided by Motorola in order to facilitate the connection?

Vendor's Response: InterTalk does not have any operational systems interfacing to Motorola. InterTalk has previously conducted successful integration testing to a Motorola core using the CSSI with their factory in Illinois. In a commercial environment, we understand that Motorola charges a license fee for 3rd party vendors to connect to their P25 core (a base fee + a per console fee), however InterTalk is not privy to the specific charges levied by Motorola.

Product Demonstration:

The City requires product demonstration on October 14, 2019. The City cannot change this date or time.

Location: City Hall, 300 West Third Street, 2nd floor, Oxnard, CA

Point of Contact: Lisa Boerner
Email: Lisa.Boerner@oxnard.org

RSVP via email on or before October 10, 2019 12:00 pm, please include the number of attendees (Not to exceed 5 participants). Please include a technical person.

Time 10:30 am to 12:30 pm. You will have ½ to setup/take down demonstration and 1 hour presentation/discussion

A script will be provided at a later date.
The location has a computer & overhead projector. Wi-Fi.
Parking garage is available on B Street.

EXHIBIT D-
INTERTALK'S RESPONSE TO THE CITY REQUEST FOR CLARIFICATIONS (RFC)

RFC #2

City of Oxnard Purchasing Department | Solicitation No. PO 20-03 Clarification No. 2

CITY OF OXNARD CALIFORNIA

REQUEST FOR CLARIFICATION NO. 2
911 DISPATCH CONSOLE FOR OXNARD POLICE
October 2, 2019

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: _____ Dated: 03 October 2019

Print Name: Chris Oldham Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

REQUEST FOR CLARIFICATION NO. 2

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to 911 DISPATCH CONSOLE FOR OXNARD POLICE # PO 20-03.

1.2 Receipt of Clarification Request Cover Page
To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than October 7, 2019 by 9:00 am PT via email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to lisa.boerner@oxnard.org which states in the subject line: "Request for Clarification No. 2, Solicitation # PO 20-03".

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification
All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions from the City (Please reference Tab D Scope of Services in the RFP):

3.1 Do you offer an 18" foot pedal?

Vendor's Response: Yes.

3.2 Please provide pricing of all fees for an U.S. that includes a direct CSSI connection to a Motorola trunked system.

Vendor's Response: InterTalk is not authorized to supply pricing for Motorola products and services, and thus we are unable to state fees levied by Motorola for CSSI connectivity to their core. This is out of InterTalk scope or control.

The publicly available link below shows a price list that includes Motorola pricing, where indications can be surmised as to possible fees charged by Motorola for CSSI connectivity. Searching the page for "CSSI" will result in multiple line items available. InterTalk is not authorized to compile the appropriate items, prices and possible discounts charged by Motorola. Further, InterTalk is not authorized to state if the prices and or products shown reflect standard pricing, or availability to all customers.

https://www.motorolasolutions.com/content/dam/msi/docs/en_us/field_marketing/West/texas_dir_pricelist.pdf

EXHIBIT D-
INTERTALK'S RESPONSE TO THE CITY REQUEST FOR CLARIFICATIONS (RFC)

RFC #3

City of Oxnard Purchasing Department | Solicitation No. PO 20-03 Clarification No. 3

CITY OF OXNARD CALIFORNIA

REQUEST FOR CLARIFICATION NO. 3
911 DISPATCH CONSOLE FOR OXNARD POLICE
November 5, 2019

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: Dated: 07 November 2019

Print Name: Chris Oldham Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

RFC Rev. Date 05/17/13

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REQUEST FOR CLARIFICATION NO. 3

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to 911 DISPATCH CONSOLE FOR OXNARD POLICE # PO 20-03.

1.2 Receipt of Clarification Request Cover Page
To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than **November 8, 2019** by 2:00 pm PT via email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to **lisa.boerner@oxnard.org** which states in the subject line: **"Request for Clarification No. 3, Solicitation # PO 20-03".**

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification
All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.

b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions from the City

3.1 In review of RFC #2, Point 3.6

There appears to be a misunderstanding, the requirement was for the vendor (InterTalk) to provide the equipment required for remote access and security to the network.

a. The City will only provide direct internet access. InterTalk is responsible for providing, installing and configuring an appropriate router/VPN/firewall.

b. Please provide details regarding this hardware/software and additional cost(s) if applicable.

Vendor's Response:

a) Understood – InterTalk agrees to supply, install and configure the necessary VPN router for this project.
b) InterTalk agrees to supply this hardware/software at no additional cost to the City. The exact model/version of equipment and software will be determined during the final design phase.

3.2 The City has reviewed InterTalk's SLA:

3.2.1 InterTalk has marked its SLA and bid responses "Confidential". Please refer to the City's RFP's Terms and Conditions that:

"11.0 PUBLIC RECORDS

All Proposals/Bids/Quotes submitted in response to this solicitation become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.), are public records, and as such may be subject to public review. However, the Proposals/Bids/Quotes shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Solicitation. Note that under California law, prices submitted in the proposal to a public agency is not a trade secret."

Vendor's Response: Please acknowledge your acceptance or explanation of rejection.
InterTalk accepts the City's "Public Records" clause.

3.2.2 Package Pricing

If the City is purchasing a turnkey solution, including maintenance and support, are the additional fees mentioned in your SLA, refer to page 16 from RFC #2, in addition to your proposed fees?

Vendor's Response: The fees listed on page 15 of our SLA document outline potential after-hours charges and travel costs, which are incurred on an as-needed basis. These costs are additional to our proposed fees.

3.2.3 InterTalk's Terms and Conditions:

1) Liability-The City rejects entire section

2) Confidentiality- The City has a "Confidentiality" section in its agreement.

3) Assignment- The City has an "Assignment" section in its agreement.

4) Notice- The City has a "Notice" section in its agreement.

5) Arbitration – The prevailing law of Nova Scotia should be substituted California.

6) Survival- The City has a "Survival" section in its agreement.

7) Waiver- The City has a "Waiver" section in its agreement.

8) Invalidity- The City has an "Invalidity" section in its agreement.

9) Governing Law- The State of California, Ventura County must be the governing law.

Vendor's Response:

1) InterTalk accepts that the City's agreement takes precedence
2) InterTalk accepts that the City's agreement takes precedence
3) InterTalk accepts that the City's agreement takes precedence
4) InterTalk accepts that the City's agreement takes precedence
5) Agreed.
6) InterTalk accepts that the City's agreement takes precedence
7) InterTalk accepts that the City's agreement takes precedence
8) InterTalk accepts that the City's agreement takes precedence
9) Agreed.

EXHIBIT D-
INTERTALK'S RESPONSE TO THE CITY REQUEST FOR CLARIFICATIONS (RFC)

RFC #4

City of Oxnard Purchasing Department | Solicitation No. PO 20-03 Clarification No. 4

CITY OF OXNARD CALIFORNIA

REQUEST FOR CLARIFICATION NO. 4
911 DISPATCH CONSOLE FOR OXNARD POLICE
November 13, 2019

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: _____ Dated: 22 November 2019

Print Name: Chris Oldham Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksytems.com

RFC Rev. Date 05/17/18

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REQUEST FOR CLARIFICATION NO. 4

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to 911 DISPATCH CONSOLE FOR OXNARD POLICE # PO 20-03.

1.2 **AGENDA FOR CONFERENCE CALL**
Attached is the proposed draft agreement for InterTalk's review and input for the upcoming conference call.

The City is requesting a conference call with InterTalk on November 18, 2019 at 9:00 am PT to cover the following topics:

2.0 RFC & BAFO #2 Pricing Clarification questions from the City

2.1 In review of RFC #2, BAFO Pricing

a) The City is requesting BAFO prices for Technical Support:
   i. Years 2 through 7 for Technical Support at which point the City shall purchase after go-live of the system.
   ii. As a point of clarification, the City may purchase technical support for year's eight through ten annually. Please provide BAFO pricing.
   iii. Please provide BAFO pricing for the Transcript Logging Recorder system
b) Please provide BAFO prices for the spares for the Console as follows:
   i. Dispatch Console-Workstation: 401-2001 Audio Exchange (AUDx)
   ii. RF Interface #101-1401 InterTalk Q-Series Controller, 12 slot
c) The City does not wish to purchase the P25 console gateway, industrial computer or CSSI Talkpath. Please remove from your quote.

Vendor's Response:
a) A revised quote will be provided to more clearly show the BAFO 15% turnkey discount offered for items (i) and (iii). A separate quote will be provided including years 8-10 of the SLA options in the event the City wishes to include them in the order at this time.
b) Upon further discussion, we will include a line item for one (1) additional AUDX unit as a spare. No other items are requested by the City as spares.
c) Understood – these will be removed.

2.2 Please review your implementation schedule as the City wishes to "GO-Live" on or before May 31, 2020.

Vendor's Response: InterTalk shall endeavor to complete "GO-Live" by May 31, 2020, inclusive of a 10-day "burn-in" period, in order to accommodate the City's funding requirements. This presumes a contract award date of no later than 03 January 2020 to accommodate a project kickoff (via conference call) on 06 January

2020. We understand that the final completion day of the "GO-Live" period may have some flexibility (+/- 7 days).

2.3 Please clarify if InterTalk provides 24/7 help desk support at no additional cost to the City.

Vendor's Response: InterTalk's proposed service level agreement (SLA) includes 24/7 help desk support within the pricing submitted. The support process is as outlined in the SLA, whereas the City shall contact InterTalk support via the telephone number provided to initiate a service request.

2.4 Please clarify that InterTalk's travel is inclusive of your proposal submitted.

Vendor's Response: Correct, all travel costs are included in our price proposal.

INTERTALK

INTERTALK CRITICAL INFORMATION SYSTEMS
371 Cutler Avenue
Dartmouth, Nova Scotia B3B 0J5

Quote Number	P1920087	Created Date	22-Nov-2019
Quote Subject	911 Dispatch Console	Expiration Date	21-Jan-2020
Account Name	City of Oxnard PD	Prepared By	Chris Oldham
Account Contact	Lisa Boemer	Email	coldham@intertalksystems.com
Contact Email	lisa.boemer@oxnard.org	Revision	3
Contact Phone	805-200-5339		
Description	InterTalk BAFO #2 price proposal for City of Oxnard RFP# PD 20-03. Revised quote page to include desired options, reduce hardware as discussed during conference call on 18-November.		

Product Family	Code	Product	Qty	Price	Total Price
Dispatch Console - CORE	901-1001	InterTalk Logistics Supervisor (ILS) license	2	$ 15,000.00	$ 30,000.00
Dispatch Console - CORE	550-1000	Industrial Computer, ILS	2	$ 5,495.00	$ 10,990.00
Dispatch Console - CORE	560-1002	KVM Access Terminal	1	$ 2,150.00	$ 2,150.00
Dispatch Console - CORE	700-1048	LAN switch, 48-port	2	$ 3,993.85	$ 7,987.71
Dispatch Console - Workstation	901-1011	Console Engine (ICE) license - per seat	6	$ 5,000.00	$ 30,000.00
Dispatch Console - Workstation	401-2001	Audio Exchange (AUDx)	7	$ 2,775.00	$ 19,425.00
Dispatch Console - Workstation	410-1001	Speaker Set (2)	6	$ 625.00	$ 3,750.00
Dispatch Console - Workstation	430-1001	Footswitch, single pedal	6	$ 155.00	$ 930.00
Dispatch Console - Workstation	405-2012	Headset Jackbox, Heavy Duty	12	$ 550.00	$ 6,600.00
Dispatch Console - Workstation	526-2001	Console Monitor, 24" Touchscreen	6	$ 1,195.00	$ 7,170.00
Dispatch Console - Workstation	510-1021	Console Desktop PC	6	$ 1,500.00	$ 9,000.00
Dispatch Console - RF Interface	101-1401	InterTalk Q-Series Controller, 12 Slot	2	$ 3,450.00	$ 6,900.00
Dispatch Console - RF Interface	110-2001	Double Power Supply	1	$ 2,495.00	$ 2,495.00
Dispatch Console - RF Interface	201-1031	QRLI Quad-port interface card	4	$ 2,295.00	$ 9,180.00
Dispatch Console - RF Interface		Kenwood NX-5XXX control station w/ antenna	1	$ 5,047.35	$ 5,047.35
Professional Services	SERV-TRNG-OP	Operator Training, 4-hour course, 10 attendees	2	$ 6,000.00	$ 12,000.00
Professional Services	SERV-TRNG-TECH	Sys Tech Training, 8-hour course,	1	$ 9,500.00	$ 9,500.00
Professional Services	SERV-ENG	System Engineering, Production, Configuration	1	$ 48,485.65	$ 48,485.65
Professional Services	SERV-PM	Project Management	1	$ 30,000.00	$ 30,000.00
Professional Services	SERV-INST	System Installation	1	$ 92,040.00	$ 92,040.00
Shipping & Logistics	SHP	Shipping (Est.)	1	$ 6,250.00	$ 6,250.00
Archival Recorder		Transcript Logging Recorder system	1	$ 111,550.00	$ 111,550.00
Professional Services - SLA	SERV-SLA-YR2	Technical Support Agreement, Year 2	1	$ 35,000.00	$ 35,000.00
Professional Services - SLA	SERV-SLA-YR3	Technical Support Agreement, Year 3	1	$ 35,937.32	$ 35,937.32
Professional Services - SLA	SERV-SLA-YR4	Technical Support Agreement, Year 4	1	$ 36,933.43	$ 36,933.43
Professional Services - SLA	SERV-SLA-YR5	Technical Support Agreement, Year 5	1	$ 37,992.98	$ 37,992.98
Professional Services - SLA	SERV-SLA-YR6	Technical Support Agreement, Year 6	1	$ 39,121.07	$ 39,121.07
Professional Services - SLA	SERV-SLA-YR7	Technical Support Agreement, Year 7	1	$ 40,323.32	$ 40,323.32

NOTES			
Payment Terms: Net 30 Days	Subtotal		$ 686,758.83
Delivery: N/A	BAFO TURNKEY DISCOUNT -	15.00%	$ (103,013.82)
Warranty: 1 year parts and labor	Tax	0.00%	
Shipping: Not included	Total		$ 583,745.00
Prices quoted are USD			

intertalksystems.com

1-833-55-ITALK

sales@intertalksystems.com

INTERTALK

INTERTALK CRITICAL INFORMATION SYSTEMS
371 Cubet Avenue
Dartmouth, Nova Scotia B3B 0J5

Quote Number	P1920067	Created Date	22-Nov-2019
Quote Subject	911 Dispatch Console	Expiration Date	21-Jan-2020
Account Name	City of Orchard PD	Prepared By	Chris Oldham
Account Contact	Lisa Boerner	Email	coldham@intertalksystems.com
Contact Email	lisa.boerner@orchard.org	Revision	3b
Contact Phone	505-200-5339		
Description	InterTalk BAFO #2 price proposal for City of Orchard RFP# PO 20-03. Revised quote page to include desired options, reduce hardware as discussed during conference call on 18-November. Includes Y8-10 SLA.		

Product Family	Code	Product	Qty	Price	Total Price
Dispatch Console - CORE	901-1001	InterTalk Logistics Supervisor (ILS) license	2	$ 15,000.00	$ 30,000.00
Dispatch Console - CORE	550-1000	Industrial Computer, ILS	2	$ 5,495.00	$ 10,990.00
Dispatch Console - CORE	560-1002	KVM Access Terminal	1	$ 2,150.00	$ 2,150.00
Dispatch Console - CORE	700-1048	LAN switch, 48-port	2	$ 3,993.85	$ 7,987.71
Dispatch Console - Workstation	901-1011	Console Engine (ICE) license - per seat	6	$ 5,000.00	$ 30,000.00
Dispatch Console - Workstation	401-2001	Audio Exchange (AUDx)	7	$ 2,775.00	$ 19,425.00
Dispatch Console - Workstation	410-1001	Speaker Set (2)	6	$ 625.00	$ 3,750.00
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Dispatch Console - Workstation	405-2012	Headset Jackbox, Heavy Duty	12	$ 550.00	$ 6,600.00
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Dispatch Console - RF Interface	201-1031	QRLI Quad-port interface card	4	$ 2,295.00	$ 9,180.00
Dispatch Console - RF Interface		Kenwood NX-5300 control station w/ antenna	1	$ 5,047.35	$ 5,047.35
Professional Services	SERV-TRNG-OP	Operator Training, 4-hour course, 10 attendees	2	$ 6,000.00	$ 12,000.00
Professional Services	SERV-TRNG-TECH	Sys Tech Training, 8-hour course,	1	$ 9,500.00	$ 9,500.00
Professional Services	SERV-ENG	System Engineering, Production, Configuration	1	$ 48,485.65	$ 48,485.65
Professional Services	SERV-PM	Project Management	1	$ 30,000.00	$ 30,000.00
Professional Services	SERV-INST	System Installation	1	$ 92,040.00	$ 92,040.00
Shipping & Logistics	SHP	Shipping (Est.)	1	$ 6,250.00	$ 6,250.00
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Professional Services - SLA	SERV-SLA-YR2	Technial Support Agreement, Year 2	1	$ 35,000.00	$ 35,000.00
Professional Services - SLA	SERV-SLA-YR3	Technial Support Agreement, Year 3	1	$ 35,937.32	$ 35,937.32
Professional Services - SLA	SERV-SLA-YR4	Technial Support Agreement, Year 4	1	$ 36,933.43	$ 36,933.43
Professional Services - SLA	SERV-SLA-YR5	Technial Support Agreement, Year 5	1	$ 37,992.98	$ 37,992.98
Professional Services - SLA	SERV-SLA-YR6	Technial Support Agreement, Year 6	1	$ 39,121.07	$ 39,121.07
Professional Services - SLA	SERV-SLA-YR7	Technial Support Agreement, Year 7	1	$ 40,323.32	$ 40,323.32
Professional Services - SLA	SERV-SLA-YR8	Technial Support Agreement, Year 8	1	$ 41,605.88	$ 41,605.88
Professional Services - SLA	SERV-SLA-YR9	Technial Support Agreement, Year 9	1	$ 42,975.56	$ 42,975.56
Professional Services - SLA	SERV-SLA-YR10	Technial Support Agreement, Year 10	1	$ 44,439.84	$ 44,439.84

NOTES				
Payment Terms: Net 30 Days	Subtotal			$ 816,780.10
Delivery: N/A	BAFO TURNKEY DISCOUNT -	15.00%		$ (122,367.02)
Warranty: 1 year parts and labor	Tax	0.00%		
Shipping: Not Included	Total			$ 693,413.09
Prices quoted				

intertalksystems.com 1-833-55-ITALK sales@intertalksystems.com

EXHIBIT D-
INTERTALK'S RESPONSE TO THE CITY REQUEST FOR CLARIFICATIONS (RFC)

RFC #5

City of Oxnard Purchasing Division — Solicitation No. PO 20-03 Clarification No. 5

CITY OF OXNARD CALIFORNIA

REQUEST FOR CLARIFICATION NO. 5
911 DISPATCH CONSOLE FOR OXNARD POLICE
November 26, 2019

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: _____ Dated: 22 November 2019

Print Name: Chris Oldham Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

RFC Rev. Date 05/17/18

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REQUEST FOR CLARIFICATION NO. 5

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to 911 DISPATCH CONSOLE FOR OXNARD POLICE # PO 20-03.

1.2 Receipt of Clarification Request Cover Page
To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than November 25, 2019 by 2:00 pm PT via email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to lisa.boerner@oxnard.org which states in the subject line: **"Request for Clarification No. 5, Solicitation # PO 20-03".**

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification
All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

1. A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
2. The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions from the City

3.1 During the logging recorder demonstration, the City has the following questions:

a) Does one have to listen to the whole call or does the recorder specify the call/radio traffic duration?
b) Can you pull the call/radio traffic from a call generated list from a specific CAD position?
c) Can the logging system do a contact closure?
d) Does it capture metadata?
e) Can it interface w/Intrado (power 911)?
f) Can it interface w/Verizon HIPC?
g) Does it have the ability to capture Analog POTS?
h) Can it support 3 Ethernet ports? Please verify that it can talk to console LAN, Police LAN and VOIP LAN.
i) Can this recorder be supported on Google Chrome?
j) How many channel hours does the hard drive support?
k) Can it do a CAD interface?

Vendor's Response: Further to the Transcript demonstration held 20-November, we recognize a misinterpretation of the logging recorder requirements from the RFP. Transcript was designed as a tightly integrated logging recorder with the dispatch console system, meaning that all radio and telephone audio present in the console system is available to be recorded and analyzed via Transcript. The City's requirements for the logging recorder include telephone audio that is external to the console system, and thus is not accessible by Transcript.

InterTalk has determined 3 available courses of action available to the City:

1. Modification to Transcript – this will require additional development to accommodate the requirement, which is subject to additional cost and time. We recognize that the development required will not be completed in time with the stated "GO-Live" of the console system by 31-May-2020. Should the City consider a later delivery of the Transcript recorder, we will honor our stated commitment of not charging additional costs to the City for installation performed outside of the console system. Should this be the City's preference, we will determine the firm cost and delivery for this option.

2. 3rd party logging recorder – InterTalk has an existing relationship with Eventide, a logging recorder vendor based in New Jersey. We have engaged with Eventide to ensure that their product – NexLog 740 – is a suitable substitute for our original Transcript offer. InterTalk will supply this recorder at no change to the offered price to the City, and will maintain responsibility for its supply and support.

3. Postpone purchase of logging recorder – Included in our base proposal is the interface to the existing Verint recorder. The City may elect to maintain the Verint system, and postpone purchase of a new logging recorder of your choice at a later time. This purchase would be outside of InterTalk's scope.

   We apologize for this confusion, but feel it prudent to bring this to your attention right away to ensure transparency, and ultimately, provide the best solution to the City.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: May 21, 2024

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 3044 Adding Public Areas to Regulations on Camping.

RECOMMENDATION

That the City Council adopt Ordinance 3044 titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 7-319 OF THE OXNARD CITY CODE ADDING PUBLIC AREAS TO REGULATIONS ON CAMPING.

BACKGROUND

On April 30, 2024, the Oxnard City Council introduced an ordinance amending the Oxnard City Code by expanding the areas in the City where camping is prohibited.

If adopted, the ordinance would slightly modify the existing areas in the City where camping is prohibited as follows:

1. CENTRAL BUSINESS DISTRICT - An area in the city that is bounded by: Magnolia Avenue to the north and the north side of Wooley Road to the south. The area is bounded to the west by the west side of C Street from West First Street to West Third Street; the west alley of C Street from West Third Street to West Sixth Street, and the west side of C Street from West Sixth Street to Wooley Road to the west. The area is bounded to the east by the Oxnard Transit Center property's easternmost edge, and east alley of Meta Street; the east alley of Oxnard Boulevard from East Seventh Street to Driffill Boulevard, and the west side of Donlon Avenue from Driffill Boulevard to the north side of Wooley Road.

2. PUBLIC AREAS - The Central Business District, the Oxnard Transit Center, Community Center Park East, Community Center Park West, and Wilson Park, the area encompassing H Street to the east, Ventura Road to the west, 2nd Street to the north and Fifth Street to the south, and the train tracks abutting Mercantile Street, the area encompassing 35.94 meters to the East and West of the train tracks abutting Mercantile Street bound by fencing, bounded to the North by the South of East Wooley Road and bounded to the South by the North of the Pacific Coast Highway.

On April 30, the City Council approved the introduction of the ordinance by a 7-0 vote.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Andrew Gonzalez, Deputy City Attorney

ATTACHMENTS

1. Ordinance 3044

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 3044

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 7-319 OF THE OXNARD CITY CODE ADDING PUBLIC AREAS TO REGULATIONS ON CAMPING

WHEREAS, the City of Oxnard ("City") recognizes the growing challenge of homelessness within its boundaries, necessitating the development of comprehensive and compassionate policies to address this issue; and

WHEREAS, the City acknowledges the legal precedents set forth by the *Martin v. City of Boise* and *Johnson v. City of Grants Pass* cases (collectively, "Court Decisions"), which emphasize the importance of respecting the constitutional rights of individuals experiencing homelessness; and

WHEREAS, the City recognizes its responsibility to balance the needs and rights of individuals experiencing homelessness with the broader interests of public health, safety, and welfare; and

WHEREAS, the Court Decisions do not prohibit the City from prohibiting camping at particular times or in particular locations; and

WHEREAS, the City Council adopted Ordinance 2966 codified in Chapter 7 Article XX of the Oxnard City Code, regulating camping in specified Public Areas of the City (The Central Business District, the Oxnard Transit Center, Community Center Park East, Community Center Park West, and Wilson Park); and

WHEREAS, the City Council has identified additional areas of the city that must be added to the list of Public Areas to prevent the accumulation of trash and debris, and to prevent the spread of disease and other potential health hazards throughout the city.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY ORDAIN AS FOLLOWS:

PART 1. ENVIRONMENTAL REVIEW

The City Council finds and determines that the adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2) in that the adoption of this Ordinance will not result in a direct or reasonably

foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3) in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment.

PART 2. FINDINGS

The City Council hereby re-affirms the findings established in Ordinance 2966 adopted the City Council on October 1, 2019.

PART 3. CODE AMENDMENT

CHAPTER 7, ARTICLE XX, SECTION 7-319, SUBSECTIONS (D) and (M) of the Oxnard City Code is hereby amended to read as follows:

> "(D) CENTRAL BUSINESS DISTRICT - An area in the city that is bounded by: Magnolia Avenue to the north and the north side of Wooley Road to the south. The area is bounded to the west by the west side of C Street from West 1st Street to West 3rd Street; the west alley of C Street from West 3rd Street to West 6th Street, and the west side of C Street from West 6th Street to Wooley Road to the west. The area is bounded to the east by the Oxnard Transit Center property's easternmost edge, and east alley of Meta Street; the east alley of Oxnard Boulevard from East 7th Street to Driffill Boulevard, and the west side of Donlon Avenue from Driffill Boulevard to the north side of Wooley Road.
>
> (M) PUBLIC AREAS - The Central Business District, the Oxnard Transit Center, Community Center Park East, Community Center Park West, Wilson Park, the area of K street between 2nd Street and 5th Street, and the train tracks abutting Mercantile Street, the area encompassing 35.94 meters to the East and West of the train tracks abutting Mercantile Street bound by fencing, bounded to the North by the South of East Wooley Road and bounded to the South by the North of the Pacific Coast Highway."

PART 4. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections,

subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

PART 5. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

PART 6. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3044 was first read on April 30, 2024, and finally adopted on May 21, 2024 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: May 21, 2024

TO: City Council and Oxnard Housing Authority

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

SUBJECT: United States Department of Housing Urban Development's (HUD) Choice Neighborhoods Planning Grant Application.

RECOMMENDATION

That the City Council Authorize:

1. The City of Oxnard to participate as a co-applicant in a Choice Neighborhoods Planning Grant Application with the Housing Authority of the City of Oxnard;
2. The City Manager, or his designees, to enter into a Memorandum of Understanding with the Housing Authority of the City of Oxnard;
3. The use of $250,000 from the Community Development Block Grant Fund as a match for the Choice Neighborhoods Grant Application in Fiscal Year 2024-25;
4. The City Manager, or his designees, to fund new budget appropriations from the existing Community Development Block Grant appropriation; and,
5. The City Manager, or his designees, to execute all agreements, letters and forms necessary for the submission of the grant application, so long as it does not increase the amount of funds awarded or modify the project.

That the Board of Commissioners Authorize:

1. The Executive Director, or his designee, to submit a Choice Neighborhoods Planning Grant Application;
2. The Executive Director to enter into a Memorandum of Understanding with the City of Oxnard;
3. The use of $250,000 from the Housing Authority's Central Fund as a match for the Choice Neighborhoods Planning Grant; and
4. The Executive Director, or his designees, to execute all agreements, letters and forms necessary for the submission of the grant application, so long as it does not increase the amount of funds committed or modify the project.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video:

BACKGROUND

The United States Department of Housing Urban Development's (HUD) mission is rooted in expanding housing and economic opportunities for low income households, addressing homelessness and building great neighborhoods. HUD offers an array of funding opportunities to support programs that align with their mission, with one of their hallmark programs being the Choice Neighborhoods Program.

The Choice Neighborhoods Program leverages significant public and private dollars to support locally driven revitalization strategies that address struggling neighborhoods with distressed public housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and stakeholders, such as housing authorities, cities,

schools, police, business owners, nonprofits and private developers, come together to create and implement a plan that revitalizes distressed public housing and addresses the challenges of the surrounding neighborhood.

The Choice Neighborhoods Program has three core goals:

1. Housing: Replace distressed public housing with high quality mixed income housing that is well managed and responsive to the needs of the surrounding neighborhood.
2. People: Improve outcomes of households living in the target housing related to employment and income, health, and children's education.
3. Neighborhoods: Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to the community.

The Choice Neighborhoods Program is comprised of two distinct funding opportunities including a planning grant and a subsequent implementation grant.

Choice Neighborhoods Planning Grants support the development of a comprehensive Neighborhood Transformation Plan (NTP), which focus on directing resources to address the program's core goals of housing, people and neighborhoods. To achieve these core goals, communities are eligible to receive a planning grant to develop a comprehensive NTP. The NTP will become the guiding document for the revitalization of the public housing units while simultaneously directing the transformation of the surrounding neighborhood. Planning grant funds can be used to conduct studies, support outreach expenses, identify best practices and early action activities that accelerate revitalization. HUD released a Notice of Funding Opportunity (NOFO) on April 9, 2024 with the application due on June 10, 2024. Under the current Choice Neighborhoods Planning Grant NOFO, HUD made $10 million dollars available, with a maximum grant award of $500,000.

Choice Neighborhoods Implementation Grants support those communities that have undergone a comprehensive local planning process and are ready to implement their revitalization strategy to redevelop the distressed public housing and surrounding neighborhood. Implementation Grant funds can be used to construct affordable housing, acquire sites for redevelopment, provide supportive services, partner with employers and non-profits organizations to create jobs and job training programs and support activities that create sustainable communities. HUD typically releases the Choice Neighborhoods Implementation NOFO in September, with applications due in February, and makes $256 million available for awards up to $50 million each.

DISCUSSION

City Council adopted "2021-2025 City Council 5-Year Priorities" which included 25 overarching priorities, including the revitalization of specific corridors. Understanding City Council's desire to revitalize priority neighborhoods, such as La Colonia and South Oxnard, staff continues to research and identify various funding sources that can drive investment and redevelopment in those neighborhoods.

The Choice Neighborhoods Program provides a unique opportunity to receive grant funding to complete robust outreach to develop a community led revitalization strategy and support the redevelopment of public housing and surrounding neighborhoods. In preparation for 2024 Planning Grant NOFO, staff released an RFP in July 2023, requesting Choice Neighborhoods Consulting and Grant Writing Services, which led to the selection of EJP Consulting Group, LLC (EJP).

EJP is full service consulting firm with vast experience in master planning, comprehensive neighborhood planning and redevelopment of public housing, and are nationally recognized experts in the Choice Neighborhoods Program.

In March 2024, EJP met with Housing Staff and toured the La Colonia and South Oxnard public housing sites and surrounding neighborhoods in an effort to determine their competitiveness for a Choice Neighborhoods Planning Grant. Based on their evaluation, EJP recommended pursuing a Choice Neighborhoods Planning Grant for La Colonia and four Central Oxnard Neighborhoods including Fremont South, Wilson, Hobson Park East and Five Points Northeast. Attached is a map of the proposed planning area (Attachment 1).

Their evaluation identified the public housing sites at Felicia Court and Colonia Road, both located in La Colonia, as

strong candidates for redevelopment and conversion to high quality mixed income housing. The public housing sites and the proposed planning area meet additional threshold requirements for determining neighborhood eligibility under the Choice Neighborhoods Grant Program. Additionally, given the size of the public housing sites (170 units total), their location and proximity to key commercial corridors, as well as downtown Oxnard, and various public owned sites, provide the greatest opportunity for redevelopment and revitalization of both the public housing and the surrounding neighborhoods.

The NTP developed through the Choice Neighborhoods Planning Program will complement and draw upon existing planning and design efforts and will be created in partnership with existing community residents, local stakeholders and partner organizations who will provide technical expertise to various aspects of the plan including but not limited to urban design, development, infrastructure, education, youth empowerment, food access, transportation and mobility, public safety and employment.

Partnerships with governmental agencies, non-profits and service providers are a vital element to a successful application and development of a viable NTP. Partners that agree to participate will actively engage in the development of the NTP and will be relied upon for the experience in their respective field.

In addition to external partners, numerous city departments will need to participate in the planning process, namely the City Manager's Office, Community Development, Public Works, Cultural and Community Services, Information Technology, Fire and Police Departments'. The participation of these departments is vital as many of the required elements of the NTP will rely on the expertise of these departments.

The Oxnard Housing Department will oversee all aspects of the planning process, including public outreach and management of contracted consultants and other partner organizations providing technical assistance on the NTP.

EJP recommends that the Oxnard Housing Authority be the lead applicant for the Choice Neighborhoods Planning Grant and the City of Oxnard be a co-applicant, in an effort to leverage both entities assets and resources. In order to memorialize the partnership, the grant requires that the City of Oxnard and Oxnard Housing Authority enter into a Memorandum of Understanding (Attachment 2).

If selected/awarded the grant, to actually receive grant funding, applicants must provide a match to support the cost of completing the NTP. See details in the **FINANCIAL IMPACT** section of this report.

Choice Neighborhood Planning Grant awards have historically been announced in Fall 2024.

If awarded a Choice Neighborhoods Planning Grant, EJP would be retained for consulting services, to facilitate all of the required elements of the NTP, which includes a comprehensive evaluation of the neighborhood, facilitate the planning process, development of plans and the identification of creative financing and implementation approaches.

A successful Choice Neighborhoods Planning Grant application provides the Housing Department with the framework for meeting the requirements for HUD's Choice Neighborhoods Implementation Grant, which awards up to $50 million for the redevelopment Felicia Court and Colonia Road public housing sites and revitalization of the project area.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

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

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

FINANCIAL IMPACT

The Choice Neighborhoods Planning Grant will support the development of the NTP, which is currently projected to cost $1,250,000. The Grant would provide $500,000, and the City of Oxnard requests three funding sources to provide the remaining $750,000.

The Housing Authority's Central Fund has $250,000 available to support their portion of the match requirement. Staff requests that the City Council authorize the use of $250,000 from the Community Development Block Grant fiscal year 2024-2025 existing appropriation (fund 2018105-57410) for the grants required match. If the grant is awarded, staff will bring to City Council a recommendation to appropriate an additional $250,000 from the General Fund.

If selected, in addition to the cash match, the Housing Authority and City will commit staff to support the grant. The staff committed to this project would be supported through the Housing Department's current and standard budgetary resources. No additional staff resources will be needed to support the grant. Over the two-year planning process, approximately $609,985 of in-kind staff time from the Housing Authority and City will be made available to support the grant.

COMMITTEE OUTCOME

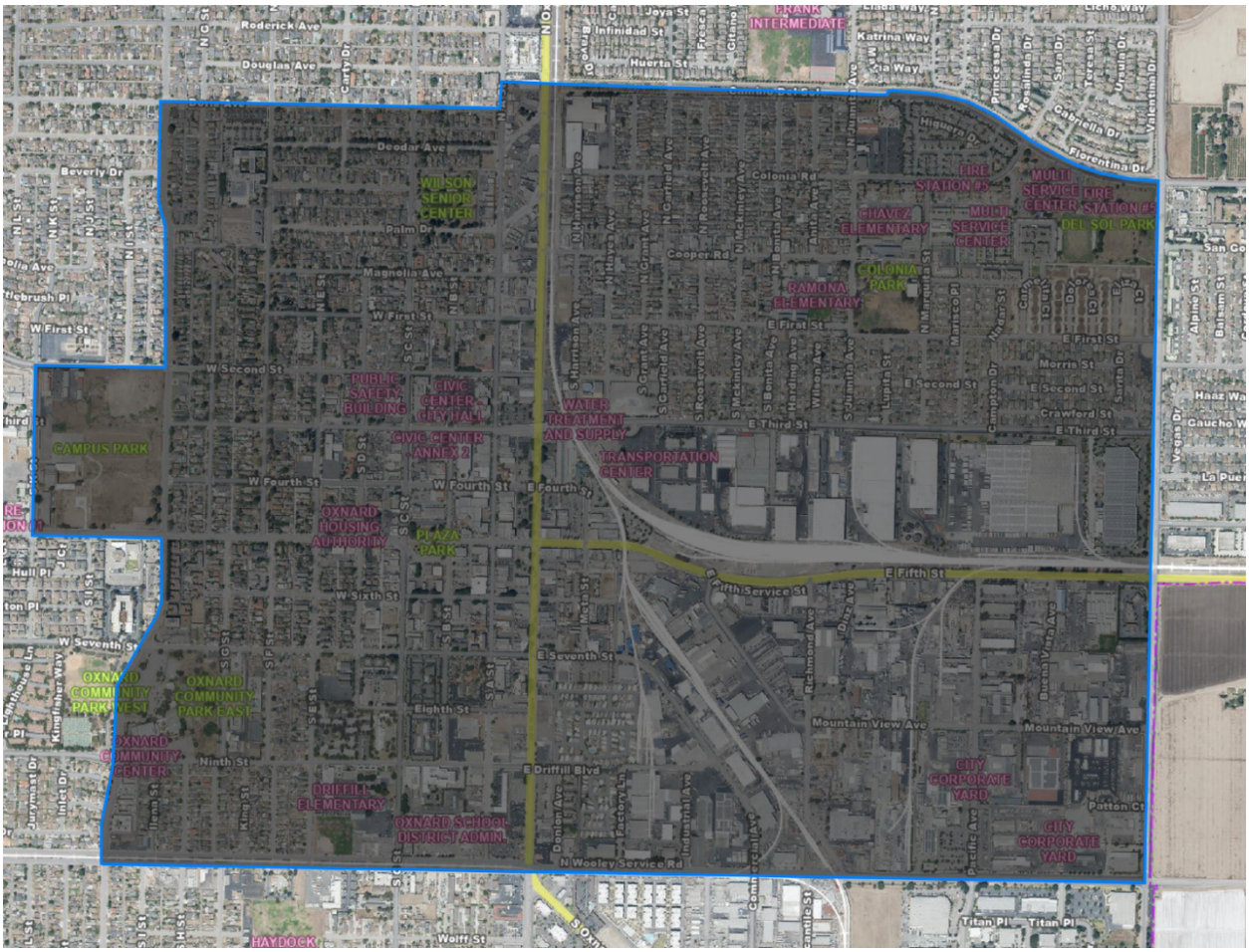
This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Planning Area Map
2. Memorandum of Understanding
3. PowerPoint Presentation

Attachment 1 – Planning Area Map



MEMORANDUM OF UNDERSTANDING

FOR

FY2024 CHOICE NEIGHBORHOODS PLANNING GRANT

FOR

LA COLONIA AND CENTRAL OXNARD NEIGHBORHOODS

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 21st day of May, 2024 (“Agreement”), by and between the Housing Authority of the City of Oxnard, a public body corporate and politic duly created and organized under the laws of the State of California, its successors and assigns (“OHA”), and the City of Oxnard, a municipal corporation of the State of California (“City”). Although this MOU is not a binding contract, it expresses the parties' intent to cooperatively and collaboratively work together in applying for certain grant funding.

RECITALS

WHEREAS, OHA is a public body corporate and politic of the State of California (“State”), incorporated with the approval of the City, pursuant to provisions of the Constitution of the State and under the Housing and Community Development Article of the Annotated Code of California (“Housing Article”), as may be amended; and

WHEREAS, Subject to release of Deed of Trust by the United States Department of Housing and Urban Development (“HUD”), OHA owns or shall come to own directly or through ownership of the fee estate conveyed by long-term lease or through membership or partnership interests directly or through its affiliates in limited liability companies or limited partnerships various Housing Projects, as “Housing Projects” is defined in Section 12-101 of the Housing Article, including La Colonia and Felicia (“Target Housing”) which receive Section 9 public housing operating and capital assistance from HUD; and

WHEREAS, the Target Housing and surrounding neighborhood are severely distressed; and

WHEREAS, on April 9, 2024, HUD issued the Choice Neighborhoods Planning Grants Notice of Funding Opportunity for Fiscal Year 2024 ("NOFO"). The Choice Neighborhoods Planning Grant ("Grant") assists communities in developing a successful "Transformation Plan" addressing housing, people, and neighborhoods and builds the support necessary for the Transformation Plan to be successfully implemented; and

WHEREAS, OHA and the City determined that the best way to provide a transformative planning process for the Target Housing and neighborhood is to pursue the Grant under the NOFO; and

WHEREAS, if awarded, the Grant will provide up to $500,000 toward the development of a comprehensive Transformation Plan to guide the redevelopment of the Target Housing plus limited physical improvements, while simultaneously directing the transformation of the La Colonia and Central Oxnard Neighborhoods and providing positive outcomes for families; and

NOW, THEREFORE, the Parties hereby enter into this MOU with respect to the Grant as follows:

1. PURPOSE

OHA and the City will cooperate and work collaboratively for the purposes of applying for the Grant funds and undertaking or assisting in undertaking eligible activities identified in the NOFO and application for the Grant funds, if awarded. The Parties agree to work together in a mutually beneficial and cooperative fashion in order to ensure that the best possible Grant application is submitted and, if the Grant is awarded, to ensure the development of a community led Transformation Plan and successful implementation of the Grant. Each Party understands that it will be required to exercise reasonable efforts to perform its responsibilities under the Grant and to allocate sufficient personnel and other resources to fulfill such responsibilities in accordance with the relevant terms of the Grant.

2. SCOPE OF WORK

OHA will serve as the lead applicant, with the responsibility to follow all NOFO requirements and the terms of any associated HUD Grant Agreement, if awarded ("Grant Agreement"). The City will serve as co-applicant with its staff playing significant roles in the Grant planning process.

As lead applicant, OHA agrees to execute various Grant application and planning documents as required by HUD. In addition, OHA will:

a) ensure that the planning project is carried out in compliance with all Grant requirements and in substantial compliance with the Grant application;

b) monitor performance under project agreements and procurement contracts;

c) assume responsibility for environmental reviews;

d) keep the City apprised of all planning activities, issues requiring resolution and Board vote, and schedule;

e) submit documents to HUD as required for participation in the Grant program;

f) manage the planning coordinator and other contractors and related contracts in the development of the Transformation Plan; and

g) access funding through HUD's Line of Credit Control System (“LOCCS").

The City will co-sign the Grant Agreement and be jointly responsible with OHA for implementing the planning activities identified in the Grant application and agreement as amended as needed throughout the Grant period. The City will commit knowledgeable and experienced resources to the development of a feasible Transformation Plan. The City will not directly receive access to Grant funding through the LOCCS.

3. DURATION

The cooperation and mutual understandings set forth in this MOU shall commence upon the effective date and continue until the end date of the Grant as provided in the Grant Agreement, unless terminated earlier by either Party in writing. In the event the Parties are not awarded the Grant, this MOU will automatically terminate upon HUD's announcement of the Grant awardees.

4. MODIFICATION

No alteration or modification of this MOU shall be valid unless made in writing and signed by both Parties.

5. MISCELLANEOUS

This MOU concerns only the Grant and does not concern any other work undertaken by the parties to this MOU, whether jointly or separately. This MOU does not create any permanent partnership between the parties nor does it limit the parties in their rights to carry on their individual activities for their own benefit.

IN WITNESS WHEREOF, OHA and the City have caused this Agreement to be executed under Seal as of the day and year written above.

Housing Authority of the City of Oxnard	City of Oxnard
_____	_____
Emilio Ramirez Executive Director	Alexander Nguyen City Manager

HUD Choice Neighborhoods Planning Grant Application

Emilio Ramirez, Director
Housing Department
City Council
Board of Commissioners
May 21, 2024

CITY OF OXNARD CALIFORNIA

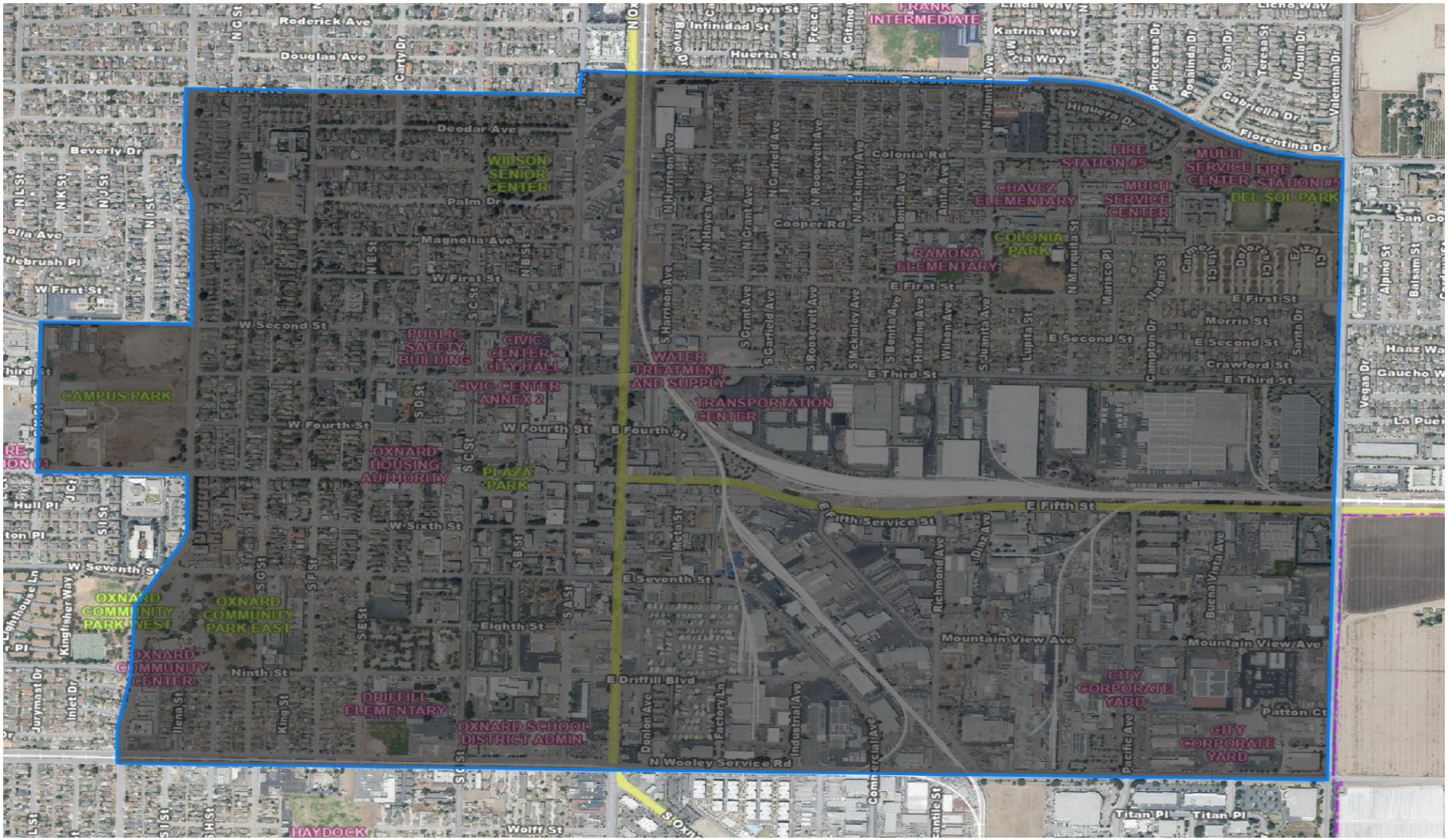
BACKGROUND

1. The United States Department of Housing Urban Development offers an array of funding opportunities to support programs that align with their mission, with one of their hallmark programs being the Choice Neighborhoods Program.
2. The Choice Neighborhoods Program leverages significant public and private dollars to support locally driven revitalization strategies that address struggling neighborhoods with distressed public housing.
3. The Choice Neighborhoods Program has three core goals:
    a. Housing: Replace distressed public housing with high quality mixed income housing.
    b. People: Improve outcomes of households living in the target housing related to employment and income, health, and children's education.
    c. Neighborhoods: Create the conditions necessary for public and private reinvestment in distressed neighborhoods.
4. The Choice Neighborhoods Program is comprised of two distinct funding opportunities including a planning grant and a subsequent implementation grant.

PROPOSED PLANNING AREA

1. Staff believed the public housing in La Colonia and South Oxnard, and their surrounding neighborhoods, lent themselves for a competitive planning grant application.
2. In preparation for 2024 Planning Grant Notice of Funding Opportunity, staff released a Request for Proposals in July 2023, requesting Choice Neighborhoods Consulting and Grant Writing Services, which led to the selection of EJP Consulting Group.
3. EJP recommended pursuing a Choice Neighborhoods Planning Grant for La Colonia and four Central Oxnard Neighborhoods including Fremont South, Wilson, Hobson Park East and Five Points Northeast.
4. Their evaluation identified the public housing sites at Felicia Court and Colonia Road, both located in La Colonia, as strong candidates for redevelopment and conversion to high quality mixed income housing.
5. The public housing sites and the proposed planning area meet additional threshold requirements for determining neighborhood.

PROPOSED PLANNING AREA MAP



NEIGHBORHOOD TRANSFORMATION PLAN

1. The Neighborhood Transformation Plan will complement and draw upon existing planning efforts and created in partnership with existing community residents, local stakeholders and partner organizations who will provide technical expertise to various aspects of the plan including but not limited to urban development, infrastructure, education, food access, transportation, public safety and employment.

2. Partnerships with governmental agencies, non-profits and service providers are a vital element to a successful application and development of a viable Neighborhood Transformation Plan.

MOU & GRANT MATCH

1. EJP recommends that the Oxnard Housing Authority be the lead applicant for the Choice Neighborhoods Planning Grant and the City of Oxnard be a co-applicant, in an effort to leverage both entities assets and resources.
2. In order to memorialize the partnership, the grant requires that the City of Oxnard and Oxnard Housing Authority enter into a Memorandum of Understanding.
3. To receive grant funding, applicants must provide a match to support the cost of completing the Neighborhood Transformation Plan.
4. This report recommends allocating $250,000 from the Housing Authority's Central Fund, $250,000 from the General Fund and $250,000 from the City's Community Development Block Grant Program Fund as a match.
5. Finally, $577,525 of in-kind staff time from Housing Authority and City will be made available to provide a total match of $1,327,525.

PLANNING GRANT AWARD

1. Choice Neighborhood Planning Grant awards have historically been announced in Fall 2024.

2. If awarded a Choice Neighborhoods Planning Grant, EJP would be retained for consulting services, to facilitate all of the required elements of the Neighborhood Transformation Plan, which includes a comprehensive evaluation of the neighborhood, facilitate the planning process, development of plans and the identification of creative financing and implementation approaches.

3. A successful Choice Neighborhoods Planning Grant application provides the Housing Department with the framework for meeting the requirements for the Choice Neighborhoods Implementation Grant, which awards up to $50 million for the redevelopment Felicia Court and Colonia Road public housing sites and revitalization of the project area.

CITY COUNCIL RECOMMENDATION

1. Authorize the City of Oxnard to participate as a co-applicant in a Choice Neighborhoods Planning Grant Application with the Housing Authority of the City of Oxnard;
2. Authorize the City Manager, or his designees, to enter into a Memorandum of Understanding with the Housing Authority of the City of Oxnard;
3. Authorize the use of $250,000 from the Community Development Block Grant Fund and $250,000 from the General Fund as a match for the Choice Neighborhood Grant Application;
4. Authorize the City Manager, or his designees, to fund new budget appropriations from the General Fund and from the existing Community Development Block Grant appropriation; and
5. Authorize the City Manager, or his designees, to execute all agreements, letters and forms necessary for the submission of the grant application, so long as it does not increase the amount of funds awarded or modify the project.

BOARD OF COMMISSIONERS RECOMMENDATION

1. Authorize the Executive Director, or his designee, to submit a Choice Neighborhoods Planning Grant Application;
2. Approve and authorize the Executive Director to enter into a Memorandum of Understanding with the City of Oxnard;
3. Authorize the use of $250,000 from the Housing Authority's Central Fund as a match for the Choice Neighborhoods Planning Grant; and
4. Authorize the Executive Director, or his designees, to execute all agreements, letters and forms necessary for the submission of the grant application, so long as it does not increase the amount of funds committed or modify the project.

CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.1

DATE: May 21, 2024

TO: City Council

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

SUBJECT: Public Hearing for an Ordinance Granting the Renewal of the Crimson California Pipeline, L.P. Franchise Agreement to Operate and Maintain a Petroleum Pipeline. (10 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing regarding the uncodified ordinance to renew the franchise agreement with Crimson California Pipeline, L.P.;
2. Consider any testimony or objections to the franchise agreement and introduce by title only and waive further reading of an uncodified ordinance titled:

UNCODIFIED ORDINANCE OF THE CITY OF OXNARD GRANTING THE RENEWAL OF THE CRIMSON CALIFORNIA PIPELINE, L.P. FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD.

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

Please click the following link to view the required Measure M pre-recorded presentation video:

BACKGROUND

On May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California ("UNOCAL") the right to lay, maintain, and operate 2,017.5 linear feet of 8-inch pipeline along Harbor Boulevard in Oxnard, for a period of forty (40) years. In January 1992, UNOCAL transferred its rights to UNOCAL California Pipeline Company ("UNOCAP"). The City formally agreed to the transfer of all rights, title, and interest in the franchise from UNOCAL to UNOCAP on April 4, 2000.

Thereafter, on February 1, 2005, UNOCAP merged with ConocoPhillips Pipe Line Company ("Conoco") and the City formally consented to the transfer of all rights, title, and interest in the franchise from UNOCAP to Conoco on April 5, 2005. Then in 2008, Crimson California Pipeline, L.P. ("Crimson") purchased pipeline assets from Conoco, which included the franchise. On December 16, 2008, the City Council consented to the Bill of Sale transferring the pipeline assets from Conoco to Crimson.

DISCUSSION

The 40-year franchise initially granted to UNOCAL and now held by Crimson was set to expire in June 2021. Crimson contacted the City in a letter dated November 4, 2019, formally requesting that the franchise be renewed for an additional ten (10) years. Due to the COVID-19 pandemic and staff transitions within Crimson and the City, the renewal was not

completed before the franchise expired; however, Crimson continued to pay the City for the franchise in 2021, 2022, 2023, and 2024 in accordance with the franchise agreement. This uncodified ordinance renews the 40-year franchise for an additional 10 years, granting Crimson the ability to operate and maintain the existing pipeline currently in place along Harbor Boulevard near the McGrath and Mandalay Generating Stations.

The subject pipeline along Harbor Boulevard (Line #830) is a part of the Line 600 pipeline system, which is made up of multiple pipelines that transport crude oil to the Crimson Ventura Tank Farm, outside City boundaries. The pipeline is active and exclusively transports crude oil. The Line 600 pipeline system includes approximately 100 miles of pipe, three tanks with over 200,000 barrels of storage capacity and a crude oil truck unloading facility. The pipeline along Harbor Boulevard is considered a gathering pipeline, meaning it transports crude oil from a facility that extracts crude oil from the ground. During the April 9th Public Works and Transportation Committee meeting, committee members had questions about the pipeline's history, maintenance schedule, and Crimson's leak detection and repair procedures. A Crimson Operations staff member will be available at the May 21st City Council meeting to answer these questions.

Crimson makes annual payments to the City for the franchise. The payment amount fluctuates with the Consumer Price Index ("CPI") for the Los Angeles region. Between 2020 and 2023, Crimson's average annual payment was $3,420.62. The new franchise terms and conditions are based on the 1981 terms and conditions. However, language has been amended and added to multiple sections to include simple procedures, to protect the City from liability, and to change how the annual payment is calculated. Crimson's first annual payment under the new franchise agreement will be $8,070 and will increase according to the CPI for the Los Angeles region each year thereafter.

To grant Crimson a 10-year franchise, the City must take the following actions listed in the Public Utilities Code Section 6201 et. seq.:

- Adopt a resolution of intent to grant the franchise, which must include the date, time, and place of a public hearing at which all protests and objections may be heard;
- Publish notice of the public hearing in a newspaper of general circulation fifteen (15) days after the resolution of intent is adopted;
- Hold the public hearing to introduce the ordinance to grant the renewal of the franchise agreement and consider all protests and objections not less than twenty (20) days or more than sixty (60) days after the resolution is adopted.

Pursuant to the Public Utilities Code, the City Council adopted the Resolution of Intent on April 30th and a public hearing was set for May 21st to consider the uncodified ordinance. Notice of the public hearing was published in Vida newspaper, a newspaper of general circulation, on May 9th. After Council conducts the public hearing on the franchise agreement, it may introduce the uncodified ordinance, which will then be presented to the City Council on June 18, 2024, for adoption. Once this ordinance is effective, 30 days after adoption, Crimson has 30 days to file a written acceptance of the franchise and agree to the terms and conditions with the City Clerk.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

This item has a positive financial impact on the City. Payments made on City-granted franchises are placed in the General Fund.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 9, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Crimson Franchise Agreement Ordinance
2. Resolution No. 15,774 (Resolution of Intent)
3. Ordinance 1869 Granting 40-year Franchise
4. Resolution 12790_Ox Consent to UNOCAP to CONOCO
5. Resolution 13574_Ox Consent to CONOCO to CRIMSON
6. Resolution 11708_Ox Consent to UNOCAL to UNOCAP
7. Presentation

CITY OF OXNARD

UNCODIFIED ORDINANCE NO.

UNCODIFIED ORDINANCE OF THE CITY OF OXNARD GRANTING THE RENEWAL OF THE CRIMSON CALIFORNIA PIPELINE, L.P. FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California ("UNOCAL"), its successors and assigns, the right to lay, maintain, and operate approximately 2,000 linear feet of 8-inch pipeline (the "Oxnard Pipeline") along Harbor Boulevard in Oxnard, for a period of forty years; and

WHEREAS, in January, 1992, UNOCAL transferred its rights to UNOCAL California Pipeline Company ("UNOCAP"); and

WHEREAS, on April 4, 2000, the City formally consented to the transfer from UNOCAL to UNOCAP of all rights, title, and interest in the franchise concerning the operation of the Oxnard Pipeline under Ordinance No. 1869; and

WHEREAS, effective February 1, 2005, UNOCAP merged into ConocoPhillips Pipe Line Company ("CONOCO"); and

WHEREAS, on April 5, 2005, the City formally consented to the transfer from UNOCAP to CONOCO of all rights, title, and interest in the franchise concerning the operation of the Oxnard Pipeline under Ordinance No. 1869; and

WHEREAS, on November 2, 2007, Crimson California Pipeline L.P.("Crimson) advised the City that it had entered into a Purchase and Sale Agreement with CONOCO for pipeline assets covered under the franchise created by Ordinance No. 1869; and

WHEREAS, the Bill of Sale transferring the pipeline assets from CONOCO to Crimson became effective as of July 1, 2008; and

WHEREAS, on December 16, 2008, the City Council consented to the Bill of Sale transferring all rights, title, and interest in the franchise concerning operation of the pipeline from CONOCO to Crimson; and

WHEREAS, Crimson contacted the City in November 2019 to renew the franchise for an additional 10 years, however the COVID-19 pandemic and staff turnover at Crimson and the City impeded renewal causing the franchise to expire in June 2021; and

WHEREAS, Crimson has continued to pay the annual fee while negotiations continued through this year, which annual fee has been accepted by the City of Oxnard as payment in full; and

WHEREAS, pursuant to state law, the City Council adopted a resolution declaring its intention to grant this franchise during a regular meeting held on April 30, 2024; and

WHEREAS, on May 21, 2024, the City Council held a duly noticed public hearing and, after considering all oral and written testimony presented at that hearing, introduced the Ordinance to grant this franchise to Crimson; and

WHEREAS, the City Council desires to grant this franchise to Crimson, its successors and assigns, in accordance with the terms and conditions of this Ordinance for a period of ten years as provided herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

PART 1. The City of Oxnard, referred to as "City", hereby grants to Crimson California Pipeline, L.P., its successors and assigns, collectively referred to as "Grantee", a non-exclusive franchise to lay, construct, operate, maintain, renew, repair, change the size of, remove and or abandon in place one oil pipeline and one gas pipeline, not to exceed eight inch (8) nominal diameter, for the transportation of petroleum, oil, gas, and liquid hydrocarbon products thereof, together with all manholes, valves and appurtenances and service connections necessary or convenient to properly maintain and operate said pipeline, including facilities necessary for cathodic protection of said pipelines, collectively referred to as "franchise facilities," in, under, along and across those certain public streets within the City of Oxnard described in Ordinance No. 1869 as follows:

Along Harbor Boulevard from the north City of Oxnard boundary line to a point located 1,975' southerly.

THIS FRANCHISE RIGHT IS SUBJECT TO THE FOLLOWING COVENANTS, TERMS AND CONDITIONS:

SECTION 1. DURATION OF FRANCHISE:

This franchise shall be for a period of 10 years commencing on the effective date of this Ordinance, unless sooner terminated as herein provided. City reserves the right to terminate this franchise prior to its expiration date in the event:

(a) Grantee fails to comply with any provisions hereof. If such failure is due to a cause beyond the control of Grantee, the franchise shall not be so terminated. In the event Grantee shall default in the performance of any of the terms, covenants or conditions herein and such default is curable, City shall give written notice to Grantee requesting that the commencing of the work necessary to cure such default be started within 10 days, and if Grantee fails to comply with such notice, City may terminate this franchise; or

(b) Any provision hereof becomes invalid or unenforceable and City expressly finds that such provision constituted a consideration material to the granting of this franchise.

In either case, the City shall give the Grantee 10 days notice of any termination proceedings.

SECTION 2. CONSTRUCTION AND OPERATION:

A. LOCATION OF FRANCHISE FACILITIES: The location of any franchise facilities installed hereunder shall be first approved by the City Engineer.

B. QUALITY CONTROL AND CONTENT: All franchise facilities installed and maintained hereunder shall be constructed in a good and workmanlike manner and in conformity with all ordinances, rules or regulations now or hereafter adopted or prescribed by the City. All franchise facilities installed shall conform to all applicable laws and highest applicable standards of the Federal Government and State of California, including the American National Standard Code for Pressure Piping, in its latest revision. The Grantee shall keep the City informed of the content or type of substance conveyed in any pipe in order for the City to evaluate the flammable nature or any potential dangers. In the event that the Grantee intends to ship a product other than crude oil, the Grantee shall notify the City of its intentions a minimum forty-five (45) days in advance of doing so.

C. OPERATION: The franchise facilities shall be maintained and operated in a manner consistent with the laws and highest applicable standards of the Federal Government, State of California, and/or City of Oxnard. Grantee shall be liable for any and all damage resulting from the activities and facilities of this franchise and shall be bound by all duties and liabilities of the Grantee as provided by Public Utility Code Section 6291 et. seq.

Except as otherwise provided below, Grantee may not or permit any hazardous materials to be discharged or released in, under, or about the streets or adjacent properties at any time. Grantee must, at its expense, procure, maintain in effect and comply with all conditions of any and all applicable permits, licenses, and other governmental and regulatory approvals required of Grantee for Grantee's use of the streets or adjacent properties. Upon expiration or earlier termination of the franchise term, Grantee must cause all hazardous materials released by Grantee in or under the Streets or adjacent properties, if any, to be removed from the streets or adjacent properties in accordance with and in compliance with all applicable laws. Grantee may not take any remedial action in response to the presence of any hazardous materials in or about the streets or adjacent properties, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any hazardous materials in any way connected with the streets or adjacent properties, without first notifying City of Grantee's intention to do so and affording City ample opportunity to appear, intervene or otherwise appropriately assess and protect City's interests.

Grantee must immediately notify City in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any applicable laws relative to the streets or adjacent properties; (ii) any claim made or threatened by any person against Grantee or the streets or adjacent properties relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any hazardous materials; and (iii) any reports made to any governmental agency arising out of or in connection with any hazardous materials in or removed from the streets or adjacent properties, including any complaints, warnings or asserted violations in connection therewith. Grantee must also supply to City as promptly

as possible copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the streets or adjacent properties, or Grantee's use of the streets. Grantee must promptly deliver to City copies of manifests reflecting the legal and proper disposal of all hazardous materials removed by the Grantee from the streets or adjacent properties.

D. STREET EXCAVATION: Grantee shall have the right to make all necessary excavations in the street or public right of way for the purposes granted in this franchise, but nothing herein contained shall relieve Grantee from the provisions of any ordinance or law that may be in force at the time, requiring permits to be obtained for excavations before such work is commenced. In emergencies, Grantee may commence excavation of streets without prior permit; provided, however, that Grantee acts in a reasonable and diligent manner as soon as practicable after the onset of said emergency to obtain a permit authorizing such work.

All excavations shall be made and refilled in strict compliance with all Federal and State laws and highest applicable standards, including City ordinances, standards and policies that may be in effect at the time of the performance of the work and shall be so made as not to interfere unreasonably with the free use of the streets and public right of way by the public. Upon completion of the work for which street excavations are made, all portions of the streets or public right of way which have been excavated or otherwise damaged by such excavation work shall be restored to at least as good condition as they were in before the commencement of such work, to the satisfaction of the City Engineer.

Grantee acknowledges that the City's records may not be complete and that pipes and appurtenances previously unknown to City are frequently discovered. Consequently, by granting this franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein will make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permit plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any street or other public property.

E. EMERGENCY WORK: At its sole expense the Grantee shall promptly repair and clean up any leaks or breaks in pipelines or other franchise facilities. If any portion of any street shall be damaged by reason of breaks or leaks in any pipe or other franchise facilities constructed, operated, or maintained under this franchise, the Grantee shall, at its sole expense, take immediate steps to repair any such damage and restore such street to at least as good condition as it was before such break or leak, and to the satisfaction of the City Engineer. Such emergency repair of franchise facilities may be commenced without prior permit. However, Grantee shall, but not later than the next normal working day, apply to the City Engineer for a permit authorizing such emergency work.

The Grantee must develop and maintain an emergency response plan, reasonably satisfactory to the City, which covers all franchise operations within the City, including . an emergency response plan meeting the requirements of Federal and State law. The emergency response plan must include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including without limitation to traffic control, street excavation pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City may reasonably require. Repairs to a public street, alley or parkway must be completed within a reasonably expeditious time following Grantee's completion of repairs to its facilities and clean up of any materials released from its facilities. Except in cases of an emergency, the City must be notified ten (10) days in advance of any proposed change in such arrangements. Any changes in or revisions to Grantee's emergency response plan must be submitted to the City consistent with Grantee's emergency response plan notifications as required by State and Federal law.

Whenever any pipeline or other franchise facilities breaks or leaks so as to cause the release of oil or petroleum products into or under the public right of way, Grantee, and any other person using or controlling the pipeline or other franchise facilities, must immediately notify the City's Police Department and Public Works Department and implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety, or property, and where it is not possible to obtain an excavation permit before commencing the work, the Grantee may commence such work; provided, however, that Grantee acts in a reasonable and diligent manner as soon as practicable after the onset of said emergency to obtain a permit authorizing such work. Adequate traffic safety barriers must be maintained at all times, and any damaged portion of the street must be restored to at least the condition that existed immediately before the damage.

Should Grantee, after reasonable notice, fail or refuse to pave, surface, grade, repave, resurface or regrade any damaged street as required by the provisions of this franchise, the City may cause the work to be done after written notice is given to Grantee and will keep an itemized account of all costs incurred. The Grantee agrees to, and must, reimburse the City for all such costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

F. CHANGES REQUIRED BY PUBLIC IMPROVEMENTS: If the City Engineer shall determine that it is reasonable and necessary that franchise facilities be disconnected temporarily, removed temporarily or permanently, relocated temporarily or permanently, abandoned, or substitute facilities installed, in order for the City, when acting in a governmental capacity, to relocate, grade, construct, use, maintain, change or modify any street improvement or City-owned utility facilities, said City Engineer shall give written notice to the Grantee. Within 30 days after the service of such notice upon the Grantee, the Grantee shall at its sole cost and expense begin and diligently prosecute the necessary work to completion. Upon failure to do so, the City Engineer may cause

said work to be completed and the Grantee shall immediately pay for the same upon presentation of an itemized account of the cost thereof.

After receiving written notice from the City that work is to be done pursuant to any reserved right and specifying the general nature of the work and the area in which the same is to be performed, the Grantee must commence to do all things necessary to protect and support its franchise facilities during the progress of such work. If so ordered by the City, Grantee must relocate those pipes and other franchise facilities installed, used and maintained within the street to such extent, in such manner, and for such period as is necessary to permit the performance of such work in an economical manner, and to permit the maintenance, operation and use of such street improvement.

Nothing in this Agreement may be construed to require the City to move, alter, or relocate any of its pipelines upon public streets at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, now or hereafter owning a public utility system of any type or nature, or to move, alter, or relocate any part of its pipelines upon said streets for the convenience, accommodation or necessity of the Grantee.

G. ABANDONMENT OF FRANCHISE FACILITIES: The City Engineer, upon such terms and conditions as he or she may determine, including but not limited to pigging the pipeline, plugging the pipeline, and complying with all applicable State and/or Federal laws for abandonment of oil and gas pipelines, may give Grantee permission to abandon, in accordance with Article 4 of Chapter 2 in Division 3 of the Public Utility Code, the franchise facilities installed under this and prior franchise agreements. The length of any pipeline, conduit or pole line abandoned with such permission shall not be considered in calculating payments due under the franchise following the date the City Engineer or a designated representative has inspected and approved in writing the abandonment work.

Should Grantee abandon all or any part of the pipeline and other franchise facilities which encompass this franchise, such abandonment must be accomplished by Grantee as required by the State of California Pipeline Safety Act, or other governing State or Federal laws or statutes. The ownership of all franchised facilities so abandoned in place, immediately vest in the City except that Grantee will retain all liability for the installation or construction of those facilities, and any liability for hazardous materials, as those liabilities exist as of the date of the Abandonment.

H. INCLUSION OF SPECIAL USE PERMIT NO. 806: All provisions of Special Use Permit No. 806 that are applicable to pipelines and the franchise facilities are hereby included within this ordinance and are to be considered equally.

SECTION 3: MAPS AND RECORDS:

Within six months following the date in which any franchise facilities have been installed, relocated, removed or abandoned under this franchise, the Grantee shall warrant the accuracy of and file a map or maps with the City in such form as mutually agreed

between Crimson and the City Engineer showing the location, length and size of all such facilities so installed, relocated, removed or abandoned.

SECTION 4: COMPENSATION TO THE CITY:

Adhering to Public Utilities Code section 6231.5, and as it may be amended from time to time, within 75 days after the end of each calendar year the Grantee shall, during the life of this franchise, annually pay to the City in lawful money of the United States the following: The sum acquired by multiplying one-half of the nominal internal diameter of the pipeline (inches), by the number of lineal feet of the pipeline within the City's boundaries, known as the Base Rate. However, the amount of each annual payment shall be revised in accordance with the following formula:

(a) The annual payment shall be increased annually by multiplying the base rate by the change in the Consumer Price Index ("CPI), All Urban Consumers, for the Los Angeles-Long Beach-Anaheim area (1982-1984=100), as published by the United States Bureau of Labor Statistics, Department of Labor, for the month of September immediately preceding the month in which the annual payment is due and payable, and divided by the CPI for June 30, 1989, which is declared to be 100.00. Under no circumstances shall the multiplying factor be less than one. The sum so calculated shall constitute the new Base Rate.

SECTION 5: TERMINATION OF EXISTING FRANCHISE:

This grant is made in lieu of all other franchises, rights, or privileges owned by the Grantee, or by any successor of the Grantee to any rights under this franchise, for transmitting and distributing petroleum, oil, and liquid hydrocarbon, within the limits of the City, as said limits now or may hereafter exist, and the acceptance of the franchise hereby granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of this City, as such limits now or may hereafter exist, in lieu of which this franchise is granted.

SECTION 6: INSURANCE

Grantee shall obtain and maintain during the performance of any activities under this franchise the insurance coverages listed within "Exhibit A", which is attached hereto and incorporated herein by this reference. Maintenance of insurance coverages by Grantee is a material element of this franchise. Grantee's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

Should Grantee, for any reason, fail to obtain and maintain the insurance required by this Agreement, the City may obtain such coverage at Grantee's expense or terminate this franchise.

Grantee must deliver to City, in the manner provided for notices, copies or endorsements of all insurance certificates and endorsements required by this Ordinance, within the following time limits:

1. For insurance required at commencement of this Ordinance, within thirty (30) days after this Ordinance becomes effective;

2. For insurance becoming required at a later date, at least ten (10) days before the requirement becomes effective, or as soon thereafter the requirement, if new, becomes effective; and

3. For any renewal or replacement of a policy already in existence, at least twenty (20) days after expiration or other termination of the existing policy.

SECTION 7: EMINENT DOMAIN:

The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the facilities of the Grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the Grantee or any public utility. Nor shall this franchise ever be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Grantee of the necessary publication and any other sum paid by it to the City therefore at the time of the acquisition thereof.

SECTION 8: INDEMNIFICATION:

The Grantee, by the acceptance or use of the franchise agrees to defend, indemnify and hold harmless the City, its officers, agents or employees against any and all claims, demands or causes of action which may be asserted, prosecuted or established for damage to persons or property of whatsoever nature, arising out of any of the operations or activities of the Grantee pursuant to this franchise. Grantee agrees to the above whether such damage shall be caused by negligence or otherwise. The above shall not apply to any claim, demand or cause of action that may be asserted, prosecuted or established against the City under the provisions of the Workmen's Compensation Act for the injury or death of any City officer, agent, or employee while acting within the scope of their employment; and any claim, demand or cause of action arising out of the sole negligence of the City, its officers, agents or employees.

In addition, Grantee indemnifies and holds the City harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees and penalties), injuries, or liability, arising out of this Agreement, or its performance including, without limitation, damages or penalties arising from Grantee's removal, remediation, response or other plan concerning any hazardous materials resulting in the release of any hazardous substance into the environment. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Grantee will defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. The foregoing indemnity is intended to operate as an agreement pursuant to 42 USC § 9607(e) (the Comprehensive Environmental Response,

Compensation and Liability Act; "CERCLA") and Health and Safety Code § 25364 to defend, protect, hold harmless, and indemnify the City from all forms of liability under CERCLA, or other applicable law, for any and all matters addressed in this franchise.

Grantee is solely responsible for complying with all laws, regulations, and other orders which are applicable to the installation, repair, relocation or removal of its facilities, whether federal, state or local. City's approval of such installation, repair, relocation or removal will not relieve Grantee of any liability Grantee may have for contaminated soils or other environmental liability attributable to or arising from Grantee's pipeline or other franchise facilities. Any fee paid by Grantee pursuant to this Agreement will in no way limit Grantee's obligation to compensate City for any damage, claim, expense or loss whatsoever, as set forth in this paragraph.

SECTION 9: ASSIGNMENT:

Grantee shall not permit any right or privilege granted by this franchise to be exercised by another, nor shall this franchise or any interest therein or any right or privilege hereunder be, in whole or in part, sold, transferred, leased, assigned, or disposed of except with the consent of the City expressed by resolution. However, no consent shall be required for Grantee to transfer, in trust or by way of mortgage or hypothecation, all or any part of Grantee's facilities, for the purpose of securing an indebtedness of Grantee or for the purpose of renewing, extending, refunding, retiring, paying or canceling in whole or in part any such indebtedness at any time or from time to time. Upon compliance with the foregoing, this franchise will be binding on the successors and assigns of the parties hereto and inure to the benefit of the successors and assigns of the parties hereto.

SECTION 10: FORFEITURE:

A. EFFECT OF DEFAULT: Should Grantee default in the performance of any of the terms, covenants and conditions herein, and such default is curable, the City may give written notice to Grantee of such default. Should Grantee not commence the work necessary to cure such default within sixty (60) days after such notice is received by Grantee, or prosecute such work diligently to completion, the City may declare this franchise forfeited. Upon giving written notice of forfeiture to Grantee, this franchise will terminate and Grantee's rights will terminate. Should the franchise be forfeited, Grantee must execute an instrument of surrender and deliver the same to City. In the event of noncompliance by the Grantee with any of these conditions, the City may, in addition to all other remedies, bring suit for the forfeiture or termination of this franchise.

B. FORCE MAJEURE: Should Grantee's performance of this franchise be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then Grantee will not be deemed to be in default or forfeit its franchise rights if it commences and prosecutes performance with all due diligence and promptness upon being able to do so.

C. CUMULATIVE REMEDIES: No provision of this franchise for enforcing the terms and conditions of this franchise is an exclusive remedy or procedure for enforcement. These remedies and procedures are in addition to those provided by law and are cumulative.

SECTION 11: ACCEPTANCE:

No later than 30 days after the publication of this ordinance, the Grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with its terms and conditions. Grantee's acceptance shall constitute a continuing agreement. If and when the City annexes or consolidates with additional territory, any and all franchise rights and privileges owned by the Grantee in the annexed or consolidated additional territory shall be deemed abandoned within the limits of the former territory and shall automatically upon annexation or consolidation with the City become subject to this franchise Agreement and the Base Level Sum will be adjusted in accordance with Section 4 herein.

SECTION 12: DISPUTE RESOLUTION

If a dispute arises between the parties relating to this franchise, the parties agree to use the following procedure before either party pursues other available legal remedies, except when doing so would cause the expiration of an applicable statute of limitations. A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days after such meeting the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation. City and Grantee will equally advance a proportionate share of the costs of mediation. The parties will jointly appoint a mutually acceptable mediator within thirty (30) days from the conclusion of the negotiation period. The parties agree to participate in good faith in the mediation and related negotiations for a period of sixty (60) days. Any decision of the mediator must be supported by written findings of facts and conclusions of law. If the parties are not successful in resolving the dispute through the mediation, the matter may be submitted to a court of law.

SECTION 13: NOTICE

Any notice required to be given under the terms of this franchise, the manner of services of which is not specifically provided for here, may be served to the following identified addresses, or to such other address as may from time to time be furnished in writing by one party to the other, and by depositing said notice in the United States mail, postage prepaid. When the services of any such notice is made by mail, the time such notice will begin with and run from, is the date of deposit of the same in the United States mail.

Upon City:

City of Oxnard
Public Works Department
Attn: Director of Public Works
305 West Third Street – Third Floor

Oxnard, CA 93030

Upon Grantee: Crimson California Pipeline L.P.
% Crimson Midstream, LLC
1900 Main Street, Suite 600
Irvine, CA 92614

SECTION 14: PUBLICATION:

The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise. Such payment shall be made within 30 days after the City provides the Grantee with a written statement of such expenses.

SECTION 15: MISCELLANEOUS PROVISIONS

A. VENUE: The Parties agree that all litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Ventura County in the State of California, and the Parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

B. NO WAIVER: Grantee is not excused from complying with any of the terms and conditions of this Ordinance by any failure of the City upon any one (1) or more occasions to insist upon or to seek compliance with any such terms or conditions. No City waiver of any provision or consent to any action constitutes a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent constitutes a continuing waiver or consent, or commits a party to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party will be null and void if the party requesting such waiver has not provided full and complete disclosure of all material facts relevant to the waiver requested.

C. BINDING EFFECT: Each and all of the provisions hereof are binding on and inure to the benefit of the Parties and their respective heirs, successors, and permitted transferees and assigns.

D. AMENDMENT: No amendment, modification, or supplement to this ordinance is binding on any of the parties unless it is in writing, signed by the parties, and approved through legislative action.

E. ENTIRE AGREEMENT: This ordinance constitutes the entire agreement between the parties with regard to this subject matter. This ordinance supersedes all previous agreements between or among the parties. There are no agreements, representations, or

warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this agreement.

F. CAPTIONS: The captions here are for convenience and reference only, and are not part of this franchise, and do not in any way limit, define or amplify the terms and provisions hereof.

G. GOVERNING LAW: This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules.

PART 2. This ordinance replaces Ordinance No. 1869 as to granting this franchise described in PART 1.

PART 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

PART 4. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) under section 15301(b) because the activity relates to an existing structure, facility, or utility, and the existing or former use of the structure, facility, or utility will not be expanded. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PART 5. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 2024, and finally adopted on _____, 2024, to become effective 30 days thereafter.

[Signatures on following page]

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the ___day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT "A"

(Insurance Exhibit INS-N)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,774

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING ITS INTENT TO GRANT THE RENEWAL OF THE CRIMSON CALIFORNIA PIPELINE, L.P. FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD, AND SETTING A PUBLIC HEARING DATE TO RECEIVE PROTEST OR OBJECTIONS.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California ("UNOCAL") the right to lay, maintain, and operate approximately 2,000 linear feet of 8-inch pipeline (the "Oxnard Pipeline") along Harbor Boulevard in Oxnard, for a period of forty years; and

WHEREAS, on November 2, 2008, Crimson California Pipeline Company ("Crimson") advised the City that it had entered into a Purchase and Sale Agreement for pipeline assets covered under the franchise created by Ordinance No. 1869; and

WHEREAS, Crimson formally applied to renew the franchise for an additional 10 years via letter dated November 4, 2019; and

WHEREAS, due to the COVID-19 pandemic and staff turnover at Crimson and the City, the franchise was not renewed and subsequently expired in June 2021.

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

1. The City Council hereby expresses its intent to grant the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard as depicted in the map, attached hereto and incorporated herein by this reference as Exhibit A.

2. Said franchise will be for a period of 10 years.

3. Franchise fees under said franchise shall be paid annually to the City of Oxnard pursuant to the franchise terms and conditions and California Public Utilities Code Section 6231.5.

4. A public hearing to receive protests and objections to granting the franchise shall be held on May 21, 2024 at 6:00 p.m. in the City of Oxnard, City Council Chambers, 305 West Third Street. All persons having any objection to the granting of the franchise may appear before the City Council and be heard at that time.

5. A notice of the intention to grant the franchise to Crimson California Pipeline, L.P. shall be published in a newspaper of general circulation within fifteen (15) calendar days after the adoption of this resolution. Said notice shall include: date, time, and place of the scheduled public hearing; a statement that the franchisee shall pay franchise fees and failure to pay such

fees as prescribed will result in the forfeiture of the franchise; and the intended 10 year term of the franchise.

6. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED AND ADOPTED THIS 30th day of April, 2024, by the following vote:

AYES: Councilmembers Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela and Zaragoza

NOES: None.

ABSENT: None.

ABSTAIN: None.

John C. Zaragoza, Mayor

ATTEST:

R. Chaparro 4/30/24
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

4/24/2024
Stephen M. Fischer, City Attorney

EXHIBIT "A"

(Map of pipeline location)

Crimson Pipeline - Line 830 - City of Oxnard

8/30/2023

CITY OF OXNARD

ORDINANCE NO. 1869

ORDINANCE GRANTING TO UNION OIL COMPANY OF CALIFORNIA A 40 YEAR FRANCHISE TO LAY, OPERATE, AND REMOVE OR ABANDON IN PLACE PIPELINES FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD.

The City Council of the City of Oxnard does ordain as follows:

PART 1. The City of Oxnard, referred to as "City", hereby grants to Union Oil Company of California, its successors and assigns, collectively referred to as "Grantee", the right, franchise and privilege, to lay, construct, operate, maintain, renew, repair, change the size of, remove and or abandon in place one oil pipeline and one gas pipeline, not to exceed eight inch (8) nominal diameter, for the transportation of petroleum, oil, gas, and liquid hydrocarbon products thereof, together with all manholes, valves and appurtenances and service connections necessary or convenient to properly maintain and operate said pipeline, including facilities necessary for cathodic protection of said pipelines, in, under, along and across those certain public streets within the City of Oxnard described as follows:

Along Harbor Boulevard from the north City of Oxnard boundary line to a point located 1,975' southerly.

This franchise right being subject to the following covenants, terms and conditions:

SECTION 1. DURATION OF FRANCHISE: This franchise shall expire 40 years from after the effective date of this ordinance, unless sooner terminated, by ordinance, as herein provided. City reserves the right to terminate this franchise prior to its expiration date in the event:

(a) Grantee fails to comply with any provisions hereof. If such failure is due to a cause beyond the control of Grantee, the franchise shall not be so terminated. In the event Grantee shall default in the performance of any of the terms, covenants or conditions herein and such default is curable, City shall give written notice to Grantee requesting that the commencing of the work necessary to cure such default be started within 10 days, and if Grantee fails to comply with such notice, City may terminate this franchise; or

(b) Any provision hereof becomes invalid or unenforceable and City expressly finds that such provision constituted a consideration material to the granting of this franchise.

In either case, the City shall give the Grantee 10 days notice of any termination proceedings.

SECTION 2: CONSTRUCTION AND OPERATION:

A. LOCATION OF FRANCHISE PROPERTY: The location of any franchise property installed hereunder shall be first approved by the City Engineer.

B. QUALITY CONTROL AND CONTENT: All franchise property installed and maintained hereunder shall be constructed in a good and workmanlike manner and in conformity with all ordinances, rules or regulations now or hereafter adopted or prescribed by the City. All pipelines installed shall conform to the applicable American National Standard Code for Pressure Piping, in its latest revision. The Grantee shall keep the City informed of the content or type of substance conveyed in any pipe in order for the City to evaluate the flammable nature or any potential dangers.

C. STREET EXCAVATION: Grantee shall have the right to make all necessary excavations in the streets for the purposes granted in this franchise, but nothing herein contained shall relieve Grantee from the provisions of any ordinance or law that may be in force at the time, requiring permits to be obtained for street excavations before such work is commenced.

All excavations shall be made and refilled in strict compliance with all City ordinances, standards and policies that may be in effect at the time of the performance of the work and shall be so made as not to interfere unreasonably with the free use of the streets by the public.

Upon completion of the work for which street excavations are made, all portions of the streets which have been excavated or otherwise damaged by such excavation work shall be restored to as good condition as they were in before the commencement of such work, to the satisfaction of the City Engineer.

D. EMERGENCY WORK: At its sole expense the Grantee shall promptly repair and clean up any leaks or breaks in pipelines and conduits. If

any portion of any street shall be damaged by reason of breaks or leaks in any pipe or conduit constructed under this franchise, the Grantee shall, at its sole expense, take immediate steps to repair any such damage and restore such street to as good condition as it was before such break or leak, and to the satisfaction of the City Engineer. Such emergency repair of franchise property may be commenced without prior permit. However, Grantee shall, by not later than the next normal working day, apply to the City Engineer for a permit authorizing such emergency work.

E. CHANGES REQUIRED BY PUBLIC IMPROVEMENTS: If the City Engineer shall determine that it is reasonable and necessary that franchise property be temporarily disconnected, abandoned, temporarily or permanently removed, temporarily or permanently relocated or substitute facilities installed, in order that the City, when acting in a governmental capacity, may relocate, change grade, construct, use, maintain, change or modify any street improvement or City-owned utility facilities, said City Engineer shall give notice, in writing, to the Grantee. Within 30 days after the service of such notice upon the Grantee, the Grantee shall at its sole cost and expense begin and diligently prosecute the necessary work to completion. Upon failure to do so, the City Engineer may cause said work to be completed and the Grantee shall immediately pay for the same upon presentation of an itemized account of the cost thereof.

In the event that any franchise property is required to be abandoned in or permanently removed from any street or portion thereof affected, the City Engineer shall approve such additional street location or locations as may be necessary to permit the installation of substitute facilities.

F. ABANDONMENT OF FRANCHISE PROPERTY: The City Engineer, upon such terms and conditions as he may determine, may give Grantee permission to abandon, without removing, franchise property installed under the franchise. The length of any pipeline, conduit or pole line, abandoned with such permission, shall not be considered in calculating payments due under the franchise following the date the City Engineer or his designated representative has inspected and

approved in writing the abandonment work. The ownership of all franchise property so abandoned shall thereafter vest in the City.

G. OPERATION: The pipeline shall be maintained and operated in a manner consistent with the highest applicable standards of the Federal Government, State of California, and/or City of Oxnard.

H. INCLUSION OF SPECIAL USE PERMIT NO. 806: All provisions of Special Use Permit No. 806 that are applicable to pipelines are hereby included within this ordinance and are to be considered equally.

SECTION 3: MAPS AND RECORDS: Within six months following the date in which any franchise property has been installed, relocated, removed or abandoned under this franchise, the Grantee shall warrant the accuracy of and file a map or maps in such form as may be required by the City Engineer showing the location, length and size of all such facilities so installed, relocated, removed or abandoned.

SECTION 4: COMPENSATION TO THE CITY: Within 75 days after the end of each calendar year, the grantee shall, during the life of this franchise, annually pay to the City, in lawful money of the United States, the greater of the following sums: (1) A sum computed by multiplying $0.01 times the nominal internal diameter of the pipeline, expressed in inches, times the number of lineal feet of such pipe located within the City; or (2) The sum acquired by multiplying said nominal internal diameter of the pipeline (inches), times the lineal feet in the City, times the monetary rate equal to the highest such rate used by the Grantee under any other pipeline franchise agreement within the State of California. In order to permit the Grantor to verify this highest state-wide rate, the Grantee shall afford the Grantor a reasonable review and audit of all of its records pertaining to other franchises. Said audits shall be after 24 hour notice and conducted during Grantee's regular business hours by the Grantor's representatives. However, that the amount of each annual payment shall be revised at the time of payment in accordance with the following formula:

(a) If the level of the Producer's Price Index (1967=100), All Commodities, prepared by the United States Bureau of Labor Statistics, Department of Labor, 90 days prior to the date on which payment to the Grantors shall be due, shall stand at a level different than the "base

level" (as defined hereinafter) then the annual payment shall be adjusted in direct proportion as said Index has increased or decreased from the "base level". "Base level" for the purposes of this section shall be the level of the Index for the month last preceding the effective date of this Ordinance.

(b) If said Bureau shall revise the said Index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

(c) If said Bureau shall discontinue the preparation of said Producer's Price Index using prices prevailing during the year 1967 as the base of 100, and if no transposition table prepared by said Bureau is available which is applicable to said year 1967, then the amount of each annual payment shall be computed by using the successor or most nearly comparable successor index thereto.

SECTION 5: TERMINATION OF EXISTING FRANCHISE: This grant is made in lieu of all other franchises, rights, or privileges owned by the grantee, or by any successor of the grantee to any rights under this franchise, for transmitting and distributing petroleum, oil, and liquid hydrocarbon, within the limits of the City, as said limits now or may hereafter exist, and the acceptance of the franchise hereby granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of this City, as such limits now or may hereafter exist, in lieu of which this franchise is granted.

SECTION 6: EMINENT DOMAIN: The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of the grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the grantee or any public utility. Nor shall this franchise ever be given any value before any court or other public authority in any proceedng of any character in excess of the cost to the grantee of the necessary publication and any other sum paid by it to the City therefore at the time of the acquisition thereof.

SECTION 7: BOND AND INDEMNIFICATION:

A. BOND: Where any successor of the Grantee does not possess financial responsibility to assure faithful performance, a faithful performance bond in an amount acceptable to the City, may be required to be filed with the City by said successor.

B. INDEMNIFICATION: The Grantee, by the acceptance or use of the franchise agrees to defend, indemnify and hold harmless the City, its officers, agents or employees against any and all claims, demands or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage to persons, or property, of whatsoever nature, arising out of the use by it of the City streets hereunder or arising out of any of the operations or activities of the Grantee pursuant to this franchise, whether such damage shall be caused by negligence or otherwise, excepting any claim, demand or cause of action, which may be asserted, prosecuted or established against the City under the provisions of the Workman's Compensation Act for injury to, or the death of any of the City's officers, agents, or employees while acting within the scope of their employment and further excepting therefrom any claim, demand or cause of action arising out of the sole negligence of the City, its officers, agents and/or employees.

SECTION 8: ASSIGNMENT: Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or in part sold, transferred, leased, assigned, or disposed of except with the consent of the City expressed by resolution, however, no consent shall be required for any transfer by Grantee in trust or by way of mortgage or hypothecation covering all or any part of Grantee's property, which transfer, mortgage or hypothecation shall be for the purpose of securing an indebtedness of Grantee or for the purpose of renewing, extending, refunding, retiring, paying or cancelling in whole or in part any such indebtedness at any time or from time to time.

SECTION 9: FORFEITURE:

(a) If the Grantee of this franchise shall fail, neglect or refuse to comply with any of the provisions or conditions hereof, and shall

not, within 10 days after written demand for compliance, cure or begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the City, by its legislative body, may declare this franchise forfeited.

(b) The City may sue in its own name for the forfeiture of this franchise, in the event of non-compliance by the Grantee, with any of the conditions thereof.

SECTION 10: PUBLICATION: The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise; such payment to be made within 30 days after the City shall furnish such Grantee with a written statement of such expenses.

SECTION 11: ACCEPTANCE: Not later than 30 days after the publication of this ordinance, the grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with its terms and conditions. When so filed, such acceptance shall constitute a continuing agreement of the Grantee that if and when the City shall thereafter annex or consolidate with, additional territory, any and all franchise rights and privileges owned by the Grantee therein shall likewise be deemed to be abandoned within the limits of such territory.

PART 2. UNCODIFIED AND EFFECTIVE DATE: This ordinance shall not be codified into the City Code. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published once within 15 days after its passage in the Oxnard Press Courier. Ordinance No. 1869 was first read on April 28, 1981, and finally adopted on May 5, 1981, to become effective 30 days thereafter.

AYES: Council members Lopez, Maron, and Takasugi

NOES: None

ABSENT: Councilmen Kato and Maxwell

Dr. Manuel M. Lopez
Mayor Pro Tem

ATTEST:

Mabi Covarrubias
City Clerk

CITY ATTORNEY APPROVAL
as to form and legal sufficiency

By
Mark G. Sellers
Deputy City Attorney

APPROVED AS TO CONTENT:

Finance Director

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 12,790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO ASSIGNMENT BY UNOCAL CALIFORNIA PIPELINE COMPANY TO CONOCOPHILIPS PIPELINE COMPANY OF THE RIGHTS GRANTED TO UNOCAL CALIFORNIA PIPELINE COMPANY UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NO. 1869.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869 granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8-inch pipe along Harbor Boulevard in the City of Oxnard; and

WHEREAS, UNOCAL laid the pipe and operated the pipeline; and

WHEREAS, on April 4, 2000, the City of Oxnard, by Resolution No. 11,798, granted the assignment of the rights and privileges granted by the franchise to UNOCAL California Pipeline Company ("UNOCAP").

WHEREAS, section 8 of Ordinance No. 1869 provides:

> "Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution . . . ."; and

WHEREAS, on February 1, 2005, UNOCAP transferred to ConocoPhilips Pipeline Company ("CONOCO"), a related entity, all rights of UNOCAP under Ordinance No. 1869; and

WHEREAS, CONOCO has, since the time such rights were transferred to it, performed the obligations of UNOCAP under the franchise agreement and is able to so perform these obligations in the future; and

WHEREAS, CONOCO, through oversight, did not previously seek the consent of the City of

Oxnard to the transfer of such franchise rights pursuant to section 8 of Ordinance No. 1869, however, UNOCAP has since February 1, 2005, requested the consent of the City of Oxnard; and

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the transfer of the rights under Ordinance No. 1869 to CONOCO.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve, by a vote of not less than two-thirds of its members, to:

1. Consent to the transfer from UNOCAP to CONOCO all right, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869, and the assumption by CONOCO of all obligations imposed by Ordinance No. 1869.

2. Without a subsequent resolution, not consent to any subsequent transfer, nor waiver, or alteration of any rights which the City of Oxnard may have under Ordinance No. 1869, or any obligations of the franchisee under Ordinance No. 1869.

PASSED AND ADOPTED this 5th day of April, 2005, by the following vote:

AYES: Councilmembers Zaragoza, Flynn, Herrera, Holden and Maulhardt.

NOES: None.

ABSENT: None.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,574

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO SALE AND TRANSFER OF FRANCHISE BY CONOCOPHILLIPS PIPE LINE COMPANY TO CRIMSON CALIFORNIA PIPELINE L.P. OF THE RIGHTS GRANTED TO UNOCAL CALIFORNIA PIPELINE COMPANY UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NO. 1869

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869 granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8-inch pipe along Harbor Boulevard in the City of Oxnard; and

WHEREAS, UNOCAL laid the pipe and operated the pipeline; and

WHEREAS, on April 4, 2000, the City of Oxnard, by Resolution No. 11,798, consented to the assignment of the rights and privileges granted by the franchise to UNOCAL California Pipeline Company ("UNOCAP"); and

WHEREAS, section 8 of Ordinance No. 1869 provides:

> "Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution . . ."; and

WHEREAS, on February 1, 2005, UNOCAP transferred to ConocoPhillips Pipe Line Company ("CONOCO"), a related entity, all rights of UNOCAP under Ordinance No. 1869; and

WHEREAS, on April 5, 2005, the City of Oxnard, by Resolution No. 12,790, consented to the transfer from UNOCAP to CONOCO of all rights, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869 and the assumption by CONOCO of all obligations imposed by Ordinance No. 1869; and

WHEREAS, on November 2, 2007, Crimson Pipeline L.P. ("CRIMSON") advised the City of Oxnard that it had entered into a Purchase and Sale Agreement with CONOCO for pipeline assets covered under the franchise created by Ordinance No. 1869; and

WHEREAS, the Bill of Sale transferring the pipeline assets covered under the franchise created by Ordinance No. 1869 from CONOCO to CRIMSON became effective as of July 1, 2008; and

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the sale and transfer of rights under Ordinance No. 1869 to CRIMSON.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve, by a vote of not less than two-thirds of its members, to:

1. Consent to the sale and transfer from CONOCO to CRIMSON all rights, title, and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869 and the assumption by CRIMSON of all obligations imposed by Ordinance No. 1869.

2. Without a subsequent resolution, not consent to any subsequent transfer, waiver, or alteration of any rights which the City of Oxnard may have under Ordinance No. 1869 or any obligations of the franchisee under Ordinance No. 1869.

PASSED and ADOPTED this 16 day of December, 2008, by the following vote:

AYES: Councilmembers Holden, Herrera, Maulhardt, Pinkard, and MacDonald.

NOES: None.

ABSENT: None.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, Acting City Attorney

12-8-08

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11,708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO ASSIGNMENT BY UNION OIL COMPANY OF CALIFORNIA TO UNOCAL CALIFORNIA PIPELINE COMPANY OF THE RIGHTS GRANTED TO UNION OIL COMPANY OF CALIFORNIA UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NUMBER 1869.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance Number 1869, granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8 inch pipe along Harbor Boulevard in the City of Oxnard;

WHEREAS, UNOCAL laid the pipe and operated the pipeline;

WHEREAS, section 8 of Ordinance Number 1869 provides:

> "Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution . . . ."

WHEREAS, on or about January, 1992, UNOCAL transferred to UNOCAL California Pipeline Company ("UNOCAP"), a related entity, all rights of UNOCAL under Ordinance Number 1869;

WHEREAS, UNOCAP has, since the time such rights were transferred to it, performed the obligations of UNOCAL under the franchise agreement and is able to so perform these obligations in the future;

WHEREAS, UNOCAL, through oversight, did not previously seek the consent of the City of Oxnard to the transfer of such franchise rights pursuant to section 8 of Ordinance Number 1869,

however, UNOCAL has on several occasions since December, 1998, requested the consent of the City of Oxnard;

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the transfer of the rights under Ordinance Number 1869 to UNOCAP.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve and determine, by a vote of not less than two-thirds of its members, that:

1. The City of Oxnard hereby consents to the transfer from UNOCAL to UNOCAP all right, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAL under Ordinance Number 1869, and the assumption by UNOCAP of all obligations imposed by Ordinance Number 1869.

2. This consent to transfer is not a consent to any subsequent transfer, nor a waiver, alteration of any rights which the City of Oxnard may have under Ordinance Number1869, or any obligations of the franchisee under Ordinance Number 1869.

PASSED AND ADOPTED this 4th day of April, 2000, by the following vote:

AYES: Councilmembers Lopez, Maulhardt, Pinkard and Zaragoza.

NOES: None.

ABSENT: Councilmember Holden.

Dr. Manuel M. Lopez, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary L. Gillig, City Attorney

Public Hearing for an Ordinance Granting the Renewal of the Crimson California Pipeline, L.P. Franchise Agreement to Operate and Maintain a Petroleum Pipeline. (10 minutes)

City Council
May 21, 2024

Michelle McCarron
Assistant City Attorney

CITY OF OXNARD CALIFORNIA

That the City Council

1. Conduct a public hearing regarding the uncodified ordinance to renew the franchise agreement with Crimson California Pipeline, L.P. ;

2. Consider any testimony or objections to the franchise agreement and introduce by title only and waive further reading of an uncodified ordinance titled:

   UNCODIFIED ORDINANCE OF THE CITY OF OXNARD GRANTING THE RENEWAL OF THE CRIMSON CALIFORNIA PIPELINE, L.P. FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD.

BACKGROUND

- On May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California ("UNOCAL") the right to lay, maintain, and operate 2,017.5 linear feet of 8-inch pipeline (the "Oxnard Pipeline") along Harbor Boulevard in Oxnard, for a period of 40 years.
- Between 1992 and 2008, the franchise was transferred to UNOCAL California Pipeline Company ("UNOCAP"), then to ConocoPhillips Pipe Line Company ("Conoco"), and then to Crimson.
- Crimson seeks to renew the franchise for the existing pipeline for an additional 10 years.

- The 40-year franchise expired in January 2021, however Crimson continued to make annual payments to the City under the franchise terms and conditions.
- The pipeline is active and exclusively transports crude oil.
- The payment amount fluctuates with the Consumer Price Index ("CPI") for the Los Angeles region.
- Between 2020 and 2023 Crimson's average annual payment was $3,420.62.

DISCUSSION

- The most significant changes made to the franchise terms and conditions from 1981 to today was adding language to further protect the City from liability and change how the annual payment is calculated.
- The Resolution of Intent was adopted by City Council on April 30, 2024.
- A Public Hearing was set for May 21, 2024 to consider and introduce an uncodified ordinance.
- If approved, the uncodified ordinance will be presented to the City Council on June 18, 2024, for adoption.
- Crimson has thirty (30) days to file written approval with the City Clerk.

FINANCIAL IMPACT

This item has a positive financial impact on the City. Payments made on City-granted franchises are placed in the General Fund.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1

DATE: May 21, 2024

TO: City Council

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

SUBJECT: Fiscal Year 2024-25 Utility Ratepayers Assistance Program (Project Assist). (15 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2024-25 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2024-25; and

2. Authorize staff to fund Project Assist in Fiscal Year 2024-25 by utilizing $241,500 in late penalties from City utility customers.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/5EOvBo7hY8o

BACKGROUND

Project Assist is the City of Oxnard's utility rate assistance program for eligible solid waste, water, and wastewater residential utility customers. The City Council initially approved this program in May 2017, and it has continued to be renewed by the City Council annually. Late penalties from utility customers fund the program. For Year 7, Fiscal Year 2023-24, the Project Assist budget was $241,500 and the financial relief per customer was $25.00, allowing up to 805 applicants to participate.

Upon initial approval of Project Assist in 2017, the City Council requested staff to return annually with an update on the program. The Program outreach, in English and Spanish, has relied on a multi-faceted social media approach including utility bill inserts, City website posting, press releases, and word-of-mouth. If customers participate in the program one Fiscal year and remain eligible for the next Fiscal year, they are still required to reapply for the program. This is to ensure that participants remain eligible each program year.

The following are some statistics related to applications for Fiscal Year 2023-24 (Year 7):

- Project Assist has accepted and enrolled 804 Oxnard residents during the first 10 months from July 2023 through April 2, 2024
- New applicants account for 23.9 % while returning enrollees account for 76.1%

DISCUSSION

For Project Assist Year 8, Fiscal Year 2024-25, staff is requesting to allocate $241,500 from utilities late penalty revenues to fund the Project Assist Program. A $241,500 budget allocation would continue to allow for a $25 dollar credit and approximately 805 eligible residential utility customers to participate in the program.

Table 1, is a history of eligible participants, funds expended for Project Assist, and the penalty amount collected since the inception of Project Assist.

Table 1.

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
Year 1 FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
Year 2 FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
Year 3 FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
Year 4 FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
Year 5 FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid-No late penalties collected
Year 6 FY 22-23	784	$15	805	$125,400	$145,000	$1.25 M/yr
Year 7 FY 23-24	804*	$25	805	$215,175	$241,500	$1.2 M/yr estimated

*Actual utility rate assistance through April 2, 2024
** Reflects actual expenditures from the General Ledger, based upon the participant's effective start date

Given the unpredictable revenue of late penalties collected, staff does not recommend going beyond a $25/month credit for Year 8, FY 24-25. Assuming that utilities late penalties are collected in roughly the same amount as past fiscal years, there will be sufficient penalty revenue to fund Project Assist in FY 2024-25. Utilities late penalties incurred by utility customers for failure to timely pay their utility bills are not governed by Article XIII D of the California Constitution, because they are not considered an incident of property ownership for purposes of Proposition 218. Late penalties are imposed to regulate conduct, encouraging prompt payment of utility bills. These are not considered a property-based fee or charges to be used for the cost of

providing utility services. Accordingly, the late penalties collected by the utility can be used for purposes unrelated to utility service. The City's utilities may use late penalties to fund the Project Assist Program.

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicant's acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs. Project Assist mirrors the CARE income guidelines shown in Table 2, effective from June 1, 2023, to May 31, 2024:

Table 2.

Household Size	Income Eligibility Upper Limit
1-2	$39,440
3	$49,720
4	$60,000
5	$70,280
6	$80,560
7	$90,840
8	$101,120
Each Additional Person	$10,280

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Since its inception, the availability of the program is capped by the total amount of funding approved by City Council each year. Applicants are screened annually on a first-come, first-served basis. Customers can file applications in English or Spanish by email, in person, or by mail via the United States Postal Service throughout the program year. Year 8 of Project Assist will commence on July 1, 2024, and continue through June 30, 2025.

The following information is provided as context related to other agencies' similar rate-assist programs and recent active and completed State/Federal funded programs for utility customers as one-time recovery programs related to the pandemic.

OTHER MUNICIPAL UTILITY RATEPAYERS ASSISTANCE PROGRAMS

The City of Ventura directs $50,000 annually from penalties to fund a residential Water Customer Assistance Program. The Ventura program currently has a cap of 600 customers per year. After eligibility is determined, the discount is dependent on the size of the water meter. Discounts are 50% of the cost shown on the water bill as a service charge up to approximately $100 annually.

Cities of Port Hueneme, Camarillo, Davis, and Tracy have utility ratepayers assistance programs but are not funded by late payment penalties. The City of Port Hueneme funds its utility rate assistance program from an interest rate revenue fund. The City of Camarillo funds its utility ratepayers assistance program from a voter-approved special assessment fund. The City of Davis funds their utility ratepayers assistance program from a roundup amount donation option from a utility bill fund. The City of Tracy funds their utility ratepayers assistance program from the general fund.

FEDERAL AND STATE PROGRAMS

California has prioritized funding to support the immediate financial needs of low-income individuals and families through utility assistance payments. The Low Income Home Energy Assistance Program (LIHEAP) utility assistance provides one-time payments to households struggling to pay their bills. Governor Gavin Newsom signed Executive Order 75-20 on August 24,

2020, to provide additional flexibility to the California Department of Community Services & Development (CSD) to ensure that CARES Act funds for LIHEAP are maximized to benefit Californians in need.

In addition to LIHEAP, the California Low Income Household Water Assistance Program (LIHWAP) was available for low-income Oxnard residents to assist with their water and wastewater bills. Unfortunately, as of March 31, 2024, LIHWAP stopped taking applications due to funding (https://www.csd.ca.gov/lihwap).

LIHEAP is still assisting with heating and cooling bills www.csd.ca.gov/energybills. For additional information residents can contact Community Action Ventura County at 805-436-4000,

The following resources provide further, detailed information on the state and federal programs described herein; visit www.csd.ca.gov or call 1-866-675-6623.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program for Year 8 in Fiscal Year 2024-25 is $241,500 from utilities late penalty revenues. The funding will be included in the Proposed FY 2024-25 Budget for the City Council's consideration.

For Finance Use Only: Water Operating Fund (Org. 6011001 Obj. 52350), Wastewater Operating Fund (Org. 6113610 Obj. 52350), Environmental Resources Fund (Org. 6313632 Obj. 52350)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. PWTC Project Assist Resolution FY 2024-25
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A UTILITY RATEPAYERS ASSISTANCE PROGRAM FOR FISCAL YEAR 2024-25

WHEREAS, the City of Oxnard provides water, wastewater, and solid waste services to residents and businesses within the community; and

WHEREAS, clean water and good sanitation are essential to public health and safety and improve the quality of life of residents; and

WHEREAS, the City desires to assist eligible low-income utility customers with financial assistance to help pay their monthly utility bills; and

WHEREAS, ratepayers must meet the certain eligibility criteria to receive the financial assistance from the City; and

WHEREAS, the City may fund a ratepayers assistance program using late fee payments; and

WHEREAS, the City Council adopted a ratepayers assistance program in 2017 and now desires to extend this assistance available to eligible ratepayers for Fiscal Year 2024-25.

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

1. The foregoing recitals are true and correct.

2. Adoption of Program. The Utility Ratepayers Assistance Program (Project Assist) that is further explained in Exhibit A, which is attached hereto and incorporated herein by this reference, is hereby adopted. The City Manager is authorized to take all administrative actions necessary to implement Project Assist and to make non-substantive modifications that may be necessary for the operation.

3. If any section, sentence, clause or phrase of this Resolution or exhibit thereto is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council declares that it would have adopted the Resolution, and each exhibit, section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

4. CEQA. According to Section 15378 of Title 14 of the California Code of Regulations, the California Environmental Quality Act (CEQA) defines a "project" as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The term does not apply to general policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment. Project Assist is a policy and procedure making that does not have the potential for resulting in a direct, or a

reasonably foreseeable indirect, physical change in the environment as it does not build, install, demolish or otherwise affect land use. Since this is not considered a "project" under CEQA, no further environmental review is required.

5. Resolution No. 15,724, which adopted the Project Assist for Fiscal Year 2023-24, is hereby repealed as of July 1, 2024.

PASSED AND ADOPTED this __ day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

Utility Ratepayers Assistance Program (Project Assist)

1. Utility Ratepayers Assistance Program (Project Assist) Description. The City shall provide Project Assist eligible participants in the form of financial assistance to be applied directly to the ratepayer's monthly bill.

The proposed financial assistance amount is subject only to the restrictions of adequate funding for Project Assist.

Funding. Approve a Rates Assistance Program for Utility Bills to assist Oxnard residents and authorize staff to grant financial relief equal to $25.00 of the monthly City of Oxnard utility bill charge for customers meeting the eligibility requirements described herein effective July 1, 2024; Authorize staff to direct $241,500 annually from penalty fees to fund the Utility Rate Assistance Program for Utility Bills Fiscal Year 2024-25 (July 1, 2024 – June 30, 2025) to assist 805 residential customers.

2. Notices. Community outreach efforts will be used to notify the public about Project Assist and the positive impacts it will have on the community by helping to ensure that eligible ratepayers have access to this vital resource.

3. Application. Eligible ratepayers wishing to participate in Project Assist must complete a written application and declaration of eligibility. Based on this application, City staff will determine whether the ratepayer is eligible to participate.

4. Eligibility. Funds shall only be applied to utility accounts with the City on behalf of ratepayers who meet all the following criteria.

5. Each household or single ratepayer may be eligible for financial assistance equal to $25.00 of the monthly utility charge for customers who qualify for financial assistance.

Eligibility Requirements

Conditions for Participation: Eligibility in the CARE (California Alternate Rates for Energy) Program with Southern California Edison or SoCalGas

- The utility bill must be in the name of the ratepayer and the address of the ratepayer must be the primary address
- The customer cannot be claimed as a dependent on another person's income tax return other than a spouse
- A customer must recertify an application when requested

- A customer must notify the City of Oxnard within 30 days if no longer qualifies for assistance
- The most recent City of Oxnard utility bill
- Most recent SoCalGas Company bill or Southern California Edison bill showing CARE Program eligibility
- Project Assist application form
- Only one discount shall be applied per household
- The City will apply funding from penalty revenues on a first-come, first-served basis for eligible participants. The City cannot guarantee that there will be adequate funds for all eligible applicants.
- Annual Review. All applications shall be reviewed on an annual basis for continued funding resources and each ratepayer's eligibility standards.

Eligibility is determined by the applicant's acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs. Project Assist mirrors the CARE income guidelines shown in Table 2, effective from June 1, 2023, to May 31, 2024:

Household Size	**Income Eligibility Upper Limit**
1-2	$39,440
3	$49,720
4	$60,000
5	$70,280
6	$80,560
7	$90,840
8	$101,120
Each Additional Person	$10,280

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Utility Rates Assistance Program (Project Assist)

Finance and Governance Committee
April 23, 2024

City Council
May 21, 2024

Brian Yanez, Assistant Public Works Director
Public Works Department

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2024-25 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2024-25; and

2. Authorize staff to fund Project Assist in Fiscal Year 2024-25 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

RECOMMENDATION

That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2024-25 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2024-25; and

2. Authorize staff to fund Project Assist in Fiscal Year 2024-25 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

PROJECT ASSIST

- The program is for eligible solid waste, water and wastewater residential utility customers
- Late penalties from utility customers fund the program
- For Year 7, Fiscal Year 2023-24, the Project Assist budget was $241,500 and the financial relief per customer was $25.00, allowing for a total of 805 applicants
- Project Assist has accepted and enrolled 804 Oxnard residents during the first 10 months from July 2023 through April 2, 2024

DISCUSSION

For Project Assist Year 8, Fiscal Year 2024-25, staff is requesting to:

- Continue to provide financial relief of $25.00 per residential utility customers bill and allowing up to 805 eligible participants

- Allocate $241,500 from Utility late penalty revenues to fund the program

The program will commence July 1, 2024, and continue through June 30, 2025

DISCUSSION

- Given the unpredictable revenue of late penalties collected, staff does not recommend going beyond a $25/month credit for Year 8 FY 24-25

- Assuming that late penalties are collected in roughly the same amount as past fiscal years, there will be sufficient penalty revenue to fund Project Assist in FY 2024-25

History of Funding and Participation for Project Assist

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
Year 1 FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
Year 2 FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
Year 3 FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
Year 4 FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
Year 5 FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid- No late penalties collected
Year 6 FY 22-23	784	$15	805	$125,400	$145,000	$1.25 M/yr
Year 7 FY 23-24	804*	$25	805	$215,175	$241,500	$1.2 M/yr estimated

*Actual utility rate assistance through April 2, 2024

** Reflects actual expenditures from the General Ledger, based upon the participant's effective start date

DISCUSSION

- Since its inception, the availability of the program is capped by the total amount of funding approved by Council each year
- Applicants are screened on a first-come, first-served basis and must apply each program year to ensure participants remain eligible
- Customers can file applications in English and Spanish by email, in person, or through the mail via the United States Postal Service throughout the program year

DISCUSSION

- Penalties for late payment of utility bills are imposed to regulate conduct (i.e., to encourage prompt payment of utility bills) and not as an incident of property ownership to pay for the cost of providing utility service

- Therefore, those penalties are not fees or charges that are subject to Article XIII D of the California Constitution (Proposition 218) and can be used for purposes other than operating expenses

- Accordingly, the late penalties collected by the utility can be used for purposes unrelated to utility service. The City's utilities may use the late penalties to fund the Project Assist Program

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) program

https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

SOUTHERN CALIFORNIA EDISON®
Energy for What's Ahead℠

SoCalGas™

ELIGIBILITY FOR PROJECT ASSIST

Project Assist requirements mirror the CARE income guidelines shown in table below which are effective from June 1, 2023, to May 31, 2024

Household Size	CARE Income Eligibility Upper Limit
1-2	$39,440
3	$49,720
4	$60,000
5	$70,280
6	$80,560
7	$90,840
8	$101,120
Each Additional Person	$10,280

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

OTHER ASSISTANCE PROGRAMS

- California Low Income Household Water Assistance Program (LIHWAP) is no longer available to assist with water and wastewater bills as of March 31, 2024, due to funding

- Low Income Home Energy Assistance Program (LIHEAP) is still assisting with energy bills:

  - www.csd.ca.gov/energybills
  - Community Action Ventura County at 805-436-4000

- Information on the state, federal and local programs at www.csd.ca.gov or call 1-866-675-6623

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program (Project Assist) for Year 8 in Fiscal Year 2024-25 is $241,500 from late penalty revenues. There are sufficient funds from prior year penalties collected to fund Year 8 of Project Assist.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2

DATE: May 21, 2024

TO: City Council

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

SUBJECT: Amendments to Agreements A-8339, A-8340, A-8341, A-8342, and A-8483 with Mariposa Landscapes, Inc. for Landscape Maintenance Services for Citywide General Fund Parks. (15 minutes)

RECOMMENDATION

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

1. Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $475,000 to $615,000 in Region 1;
2. Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $430,000 to $561,000 in Region 2;
3. Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $950,000 to $1,249,000 in Region 3;
4. Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $550,000 to $714,000 in Region 4; and
5. Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $758,919 to $1,036,880.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/i2-uVRkkkug

BACKGROUND

After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included weekly mowing of the General Fund parks by landscape contractors. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

To provide equal levels of service, the City was divided into four contract areas consisting of an equal number of parks (Attachment 11). On March 25, 2021, the City released a request for bid for weekly mowing of General Fund parks in the four (4) regions of the City. A total of four responsive bids were received. On June 29, 2021, the City Council awarded the Agreements A-8339, A-8340, A-8341, and A-8342 to Mariposa Landscapes, Inc. (Mariposa) as the lowest responsive bidder for each contract area. The total cost for all four Agreements was a not-to-exceed amount of $2,405,000 for the three-year terms ending June 30, 2024 (Agreements attached for reference).

During the budget preparations for FY 2022-23, funding was requested for additional park maintenance services beyond the weekly mowing. These services included annual fertilization, annual aeration of turf, quarterly pruning of all shrubs and groundcover, monthly weed control that included adjacent sidewalks, weekly removal of loose litter and debris, and trash can service four days per week at each park site. After the approval of the FY 2022-23 budget, the City released a

Request for Bid (RFB) for these additional park maintenance services, which also included the capacity to provide “as needed” landscape services, subject to available funding. Three companies submitted a bid, and on September 6, 2022, the City Council approved Agreement A-8483 with Mariposa Landscapes, Inc. for additional basic landscape services in the General Fund Parks in an amount not to exceed $758,919 for a term ending August 31, 2023 (Agreement attached for reference).

On December 1, 2021, the First Amendment to Agreement A-8341 was approved to include the scope of services to maintain the landscapes at the beach parking lot area that was formerly maintained by Maintenance Assessment District 4 (MAD 4). These areas were determined to be an extension of the maintenance for Ololkoy Beach Park. The additional cost for the maintenance of these areas increased the Agreement by $302,278 annually (Amendment attached for reference).

On September 15, 2022, the First Amendments to Agreements A-8339, A-8340, A-8342 and the Second Amendment to A-8341 were approved to provide variable mowing frequencies with revised rates and costs to correspond with the mowing schedule of each park. This was in response to many parks not needing weekly mowing and to apply the savings from less mowing to other park maintenance needs. There was no change to the not-to-exceed amounts of the agreements (Amendments attached for reference).

On August 28, 2023, the First Amendment to Agreement A-8483 was approved to amend the term ending date from August 31, 2023 to June 30, 2024 (Amendment attached for reference).

DISCUSSION

Mariposa has satisfactorily maintained the contract areas it has been awarded during the past three years. All five Agreements are due to expire on June 30, 2024. Therefore, staff is requesting an Amendment to each Agreement for a one-year extension that will expire on June 30, 2025. Mariposa has agreed to continue the same monthly service rates that were approved in 2022.

1. The Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for the additional one year of service will cost $140,000 for weekly landscape services and the four-year contract total amount not-to-exceed $615,000 in Region 1.
2. The Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for the additional one year of service will cost $131,000 for weekly landscape services and the four-year contract total amount not-to-exceed $561,000 in Region 2.
3. The Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for the additional one year of service will cost $299,000 for weekly landscape services and the four-year contract total amount not-to-exceed $1,249,000 in Region 3.
4. The Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for the additional one year of service will cost $164,000 for weekly landscape services and the four-year contract total amount not-to-exceed $714,000 in Region 4.
5. The Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for the additional one year of service will cost $277,961 for additional basic maintenance services and the four-year contract total amount not-to-exceed $1,036,880 citywide.

During the next fiscal year, staff will be revising the project specifications for each region to include all of the services provided between the current five contracts and then solicit bids for each of the four contract areas. The intention will be to have the new park maintenance agreements for the General Fund parks to begin July 1, 2025. Staff recommends amending the existing agreements in lieu of a new bid process this time because the expected result of a bid process are higher costs due to recent inflation and other similar bid processes that have resulted in increases. The fact that the contractor has agreed to keep their 2022 rates in place is a benefit to the City.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The costs for each agreement's one-year extensions for a total increase of $1,011,961 will be included in the proposed Public Works, Parks Operations Budget, General Fund account (1013301-53200) for Fiscal Year 2024-25 for City Council's consideration.

- The Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $140,000 (Attachment 1)
- The Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $131,000 (Attachment 2)
- The Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $299,000 (Attachment 3)
- The Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $164,000 (Attachment 4)
- The Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $277,961 (Attachment 5)

For Finance Use Only: General Fund (Org. 1013301 Obj. 53200)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-8339 2nd Amendment Mariposa
2. A-8340 2nd Amendment Mariposa
3. A-8341 3rd Amendment Mariposa
4. A-8342 2nd Amendment Mariposa
5. A-8483 2nd Amendment Mariposa
6. A-8339 Agreement and 1st Amendment Mariposa
7. A-8340 Agreement and 1st Amendment Mariposa
8. A-8341 Agreement and 1st-2nd Amendments Mariposa
9. A-8342 Agreement and 1st Amendment Mariposa
10. A-8483 Agreement and 1st Amendment Mariposa
11. Parks Regions
12. Presentation

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Service Provider"). This Second Amendment amends the Agreement entered into on July 1, 2021, by City and Service Provider. The Agreement previously has been amended on September 15, 2022, by a First Amendment.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Amendment is amended to "June 30, 2025."

2. The Agreement Amount in Section 6 of the Agreement is hereby amended to "$615,000."

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

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary[3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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

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

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

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Service Provider"). This Second Amendment amends the Agreement entered into on July 1, 2021, by City and Service Provider. The Agreement previously has been amended on September 15, 2022, by a First Amendment.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025"

2. The Agreement Amount in Section 6 of the Agreement is hereby amended to "$561,000."

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

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary[3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

3 The City requires the following for any contract:

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

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

THIRD AMENDMENT TO TRADE SERVICE AGREEMENT

This Third Amendment ("Third Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Service Provider"). This Third Amendment amends the Agreement entered into on July 1, 2021, by City and Service Provider. The Agreement previously has been amended on December 01, 2021 by a First Amendment, on September 15, 2022, by a Second Amendment.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025."

2. The amount in Section 6 of the Agreement is hereby amended to "$1,249,000."

3. A Section 42 is added to the Agreement. The terms for this Section 42 shall read as follows:

> Iran Contracting Act. In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
>
> A SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached."

4. The "Iran Contract Act Certification" is attached hereto and incorporated herein by this reference into the Agreement as the Iran Contract Act Exhibit.

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

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary[3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

3 The City requires the following for any contract:

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

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

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 - EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of _____ in the State of _____

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the Trade Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Service Provider"). This Second Amendment amends the Agreement entered into on July 01, 2021, by City and Service Provider. The Agreement previously has been amended on September 15, 2022.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025."

2. The Agreement Amount in Section 6 of the Agreement is hereby amended to "$714,000."

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

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary[3] Date

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always require Date

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

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

3 The City requires the following for any contract:

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

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

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Service Provider"). This Second Amendment amends the Agreement entered into on September 12, 2022, by City and Service Provider. The Agreement previously has been amended on August 28, 2023, by a First Amendment.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025."

2. The amount in Section 6 of the Agreement is hereby amended to "$1,036,880."

3. A Section 42 is added to the Agreement. The terms for this Section 42 shall read as follows:

Iran Contracting Act. In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached."

4. The "Iran Contract Act Certification" is attached hereto and incorporated herein by this reference into the Agreement as the Iran Contract Act Exhibit.

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

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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

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

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

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 1

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 1 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $475,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: **Luis Valenzuela**

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes, Inc
Attn: **Luis Valenzuela**
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 K10(1)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

■ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ , Buyer

MARIPOSA LANDSCAPES, INC.

05/14/2021

Terry Noriega, President[2] Date

05/14/2021

Antonio Valenzuela, Secretary Date

ATTEST:

6/29/21

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

APPROVED AS TO FORM:

for 5/26/21

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

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

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

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

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

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass,

groundcover or other landscape items that are lost or damaged due to negligence in lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs
The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections
Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries
Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties
Not applicable.

V. Daily Work Tickets
Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.

6. Smoke in any park.
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

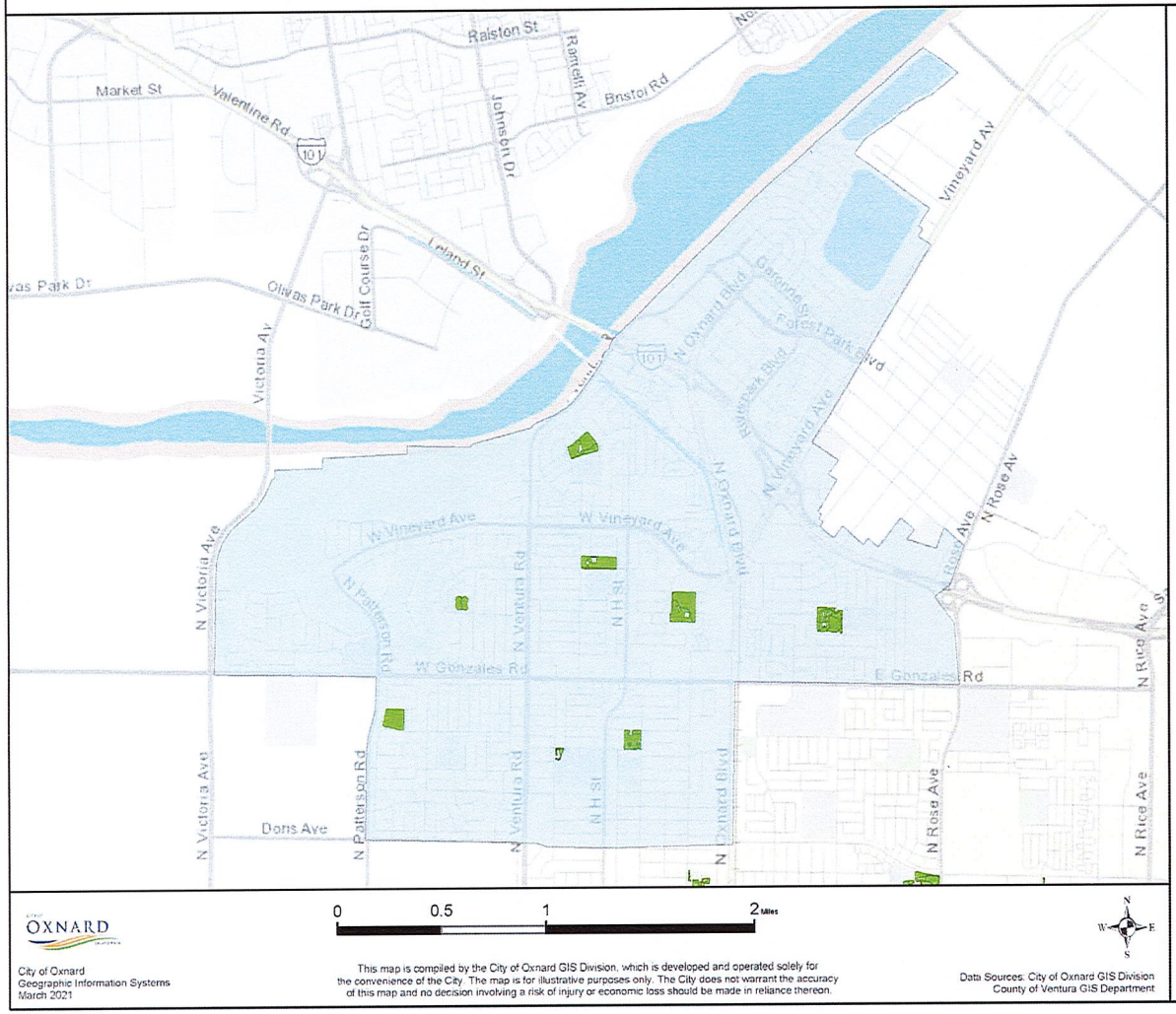
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 1

	Monthly Cost
Region 1	**$11,969.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 1



City of Oxnard
Geographic Information Systems
March 2021

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

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

CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS
PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KCHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 1 (37.34 Turf Acres)

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE $1,000,000 INJURY $ m) INJURY $ ent) TY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

SAMPLE

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No._____** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

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

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

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

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

Agreement No. A-8339

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15 day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks located within Region 1."

2. Section 4 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks Located in Region 1 of Location Map which is attached hereto and incorporated herein"

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

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

[Signatures on next page]

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

CITY OF OXNARD

Sep 15, 2022

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

ATTEST:

N/A

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

APPROVED AS TO FORM:

for 9/15/2022

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

MARIPOSA LANDSCAPES, INC.

09/12/2022

Terry Noriega, President[2] Date

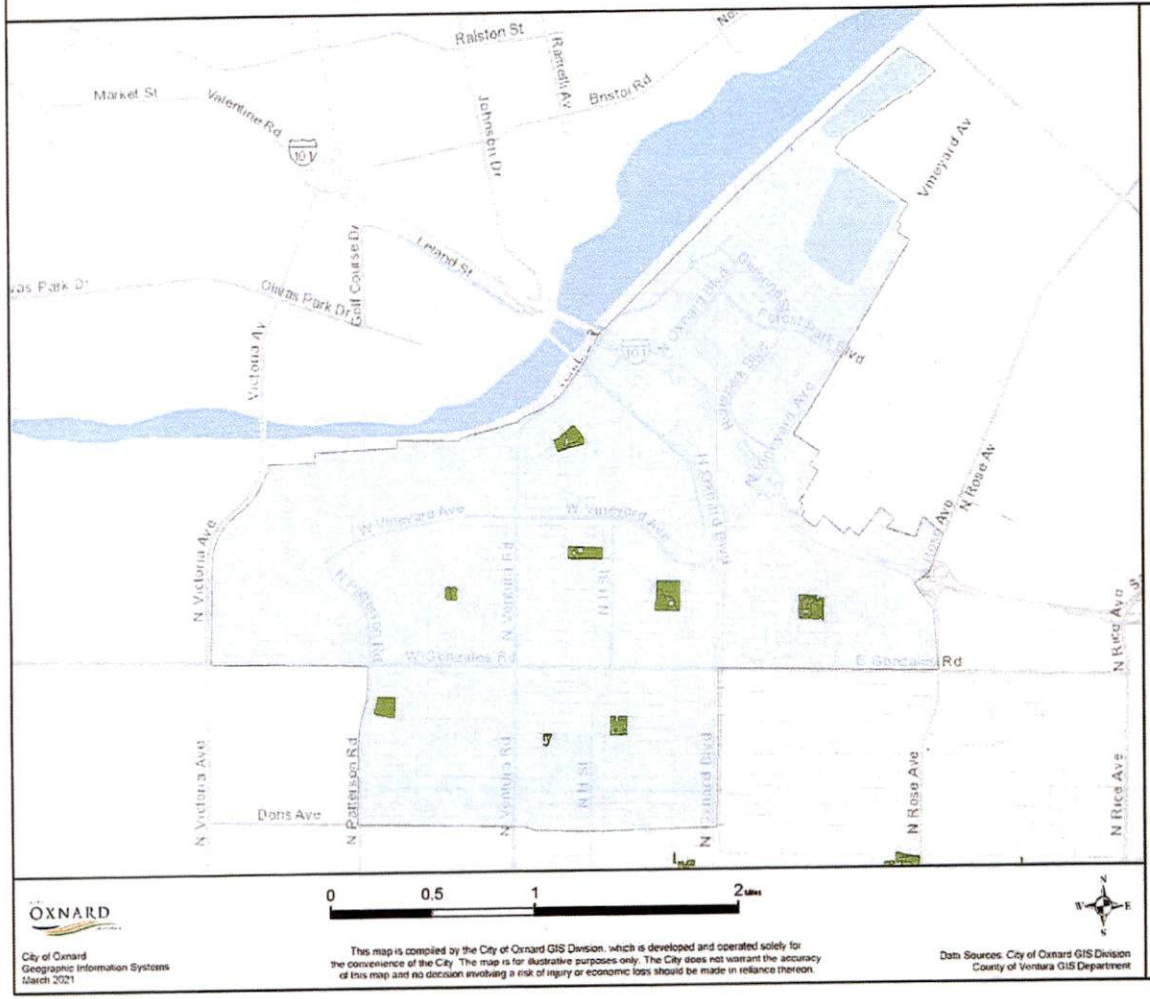
09/12/2022

Antionio Valenzuela, Secretary Date

1

2

GENERAL SERVICES PARK TURF MAINTENANCE REGION 1



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 1 (37.34 Turf Acres)

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 1

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Cabrillo Park	Weekly	$ 1,691.00	Every Other Week	$1,334.30	Every Three weeks	$ 989.09	Monthly	$ 861.49
Connelly Park	Weekly	$ 603.00	Every Other Week	$ 475.80	Every Three weeks	$ 352.70	Monthly	$ 307.20
Eastwood Park	Weekly	$ 1,234.00	Every Other Week	$ 973.70	Every Three weeks	$ 721.78	Monthly	$ 628.67
Fremont Tot Park	Weekly	$ 142.00	Every Other Week	$ 112.05	Every Three weeks	$ 83.06	Monthly	$ 72.34
Orchard Park	Weekly	$ 2,955.00	Every Other Week	$2,331.67	Every Three weeks	$1,728.42	Monthly	$1,505.44
Rio Lindo Park	Weekly	$ 2,064.00	Every Other Week	$1,628.62	Every Three weeks	$1,207.26	Monthly	$1,051.51
Sierra Linda Park	Weekly	$ 1,626.00	Every Other Week	$1,283.01	Every Three weeks	$ 951.07	Monthly	$ 828.37
South Bank Park	Weekly	$ 1,654.00	Every Other Week	$1,305.11	Every Three weeks	$ 967.45	Monthly	$ 842.64

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

CITY CLERK OXNARD
SEP 19 '22 PM5:11

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 2

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 2 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $430,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: **Luis Valenzuela**

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes, Inc
Attn: **Luis Valenzuela**
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
Prevailing Wages Exhibit
Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 K10(2)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

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

MARIPOSA LANDSCAPES, INC.

05/14/2021

Terry Noriega, President[2] Date

05/14/2021

Antonio Valenzuela, Secretary Date

ATTEST:

R. Chaparro 6/29/21

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

APPROVED AS TO FORM:

for 5/26/21

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

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

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

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

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

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass,

groundcover or other landscape items that are lost or damaged due to negligence in lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs
The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections
Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries
Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties
Not applicable.

V. Daily Work Tickets
Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.

6. Smoke in any park.
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

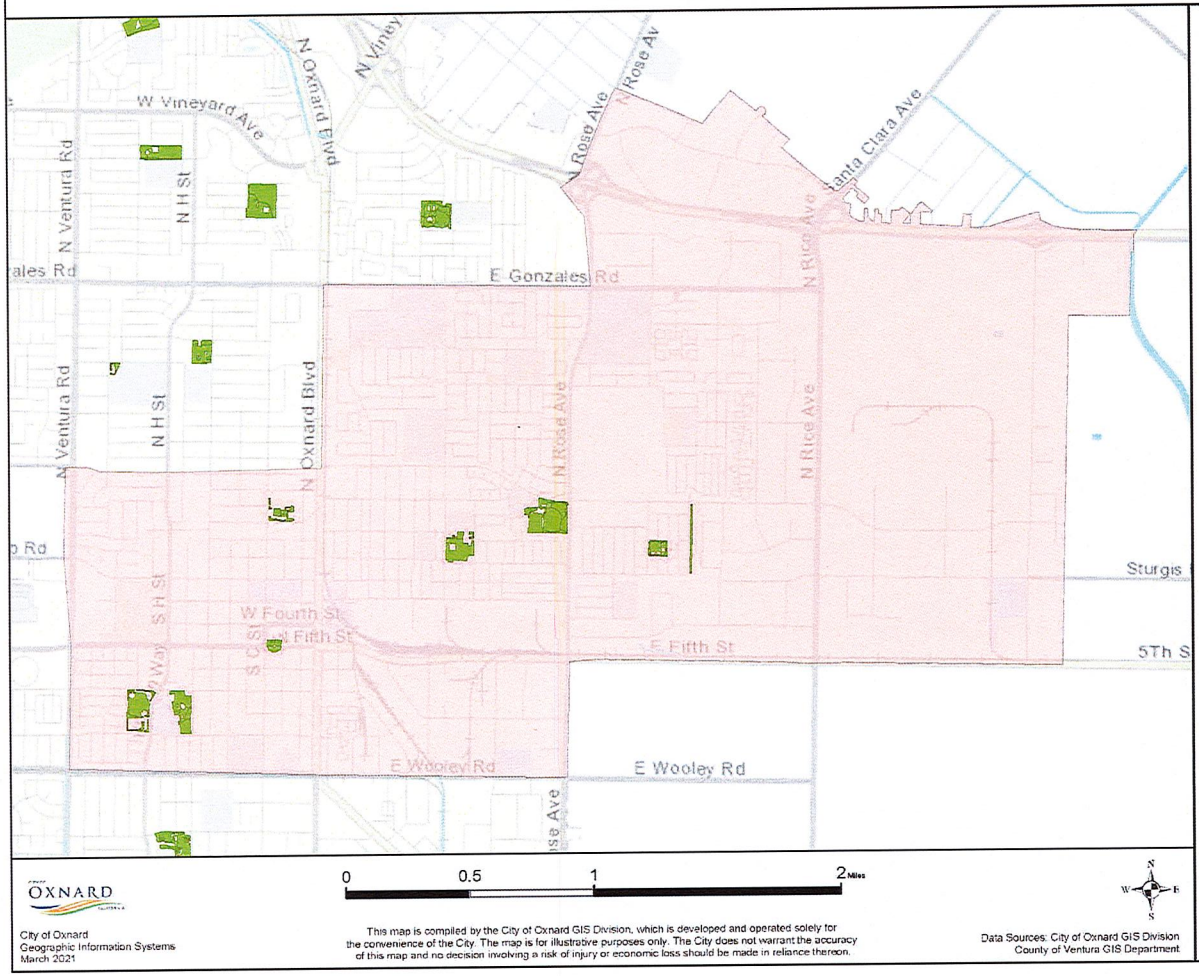
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 2

	Monthly Cost
Region 2	**$10,823.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 2



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 2 (33.51 Turf Acres)

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

administration and defense expenses.

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

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

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

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18

INS-D.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18

INS-D.doc

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

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

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

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

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

Agreement No. A-8340

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15 day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks located within Region 2."

2. Section 4 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks Located in Region 2 of Location Map which is attached hereto and incorporated herein"

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

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

[Signatures on next page]

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

CITY OF OXNARD

Sep 15, 2022

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

ATTEST:

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

APPROVED AS TO FORM:

9/15/2022
Stephen M. Fischer, City Date
Attorney (always required)

MARIPOSA LANDSCAPES, INC.

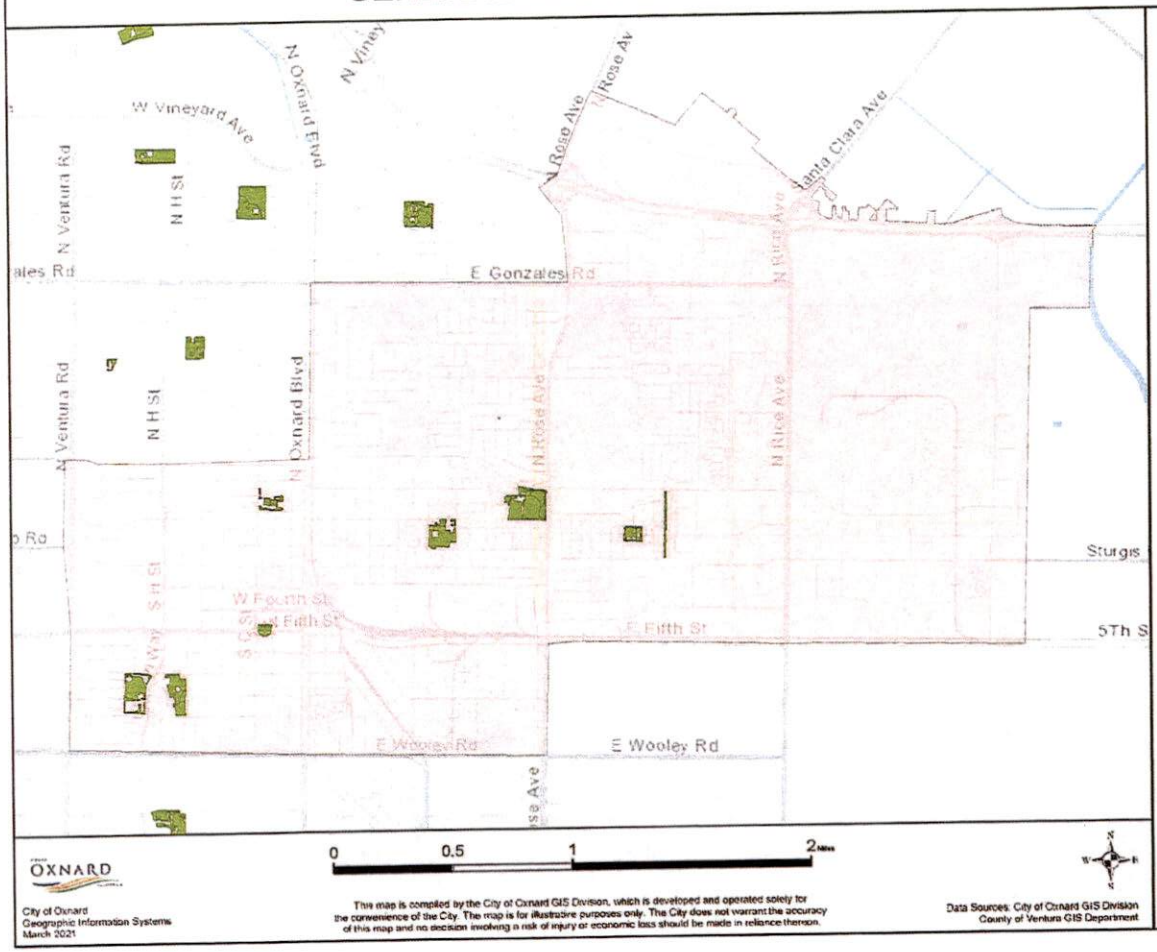
9/12/2022
Terry Noriega, President[2] Date

9/12/2022
Antionio Valenzuela, Secretary Date

1

2

GENERAL SERVICES PARK TURF MAINTENANCE REGION 2



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 2 (33.51 Turf Acres)

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 2

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Colonia Park	Weekly	$ 1,764.00	Every Other Week	$ 1,391.90	Every Three weeks	$ 1,031.79	Monthly	$ 898.68
Community Center Park East	Weekly	$ 1,778.00	Every Other Week	$ 1,402.95	Every Three weeks	$ 1,039.98	Monthly	$ 905.81
Community Center West Park	Weekly	$ 1,773.00	Every Other Week	$ 1,399.00	Every Three weeks	$ 1,037.05	Monthly	$ 903.26
Del Sol (East Park and Stadium)	Weekly	$ 3,581.00	Every Other Week	$ 2,825.63	Every Three weeks	$ 2,094.57	Monthly	$ 1,824.36
Kohala Park	Weekly	$ 328.00	Every Other Week	$ 258.81	Every Three weeks	$ 191.85	Monthly	$ 167.10
Plaza Park	Weekly	$ 448.00	Every Other Week	$ 353.50	Every Three weeks	$ 262.04	Monthly	$ 228.24
Thompson Park	Weekly	$ 685.00	Every Other Week	$ 540.51	Every Three weeks	$ 400.67	Monthly	$ 348.98
Wilson Park	Weekly	$ 466.00	Every Other Week	$ 367.70	Every Three weeks	$ 272.57	Monthly	$ 237.41

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

CITY CLERK OXNARD
SEP 19 '22 PM5:12

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 3

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 3 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $950,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Luis Valenzuela

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes, Inc
Attn: Luis Valenzuela
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 K10(3)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

☒ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ , Buyer

MARIPOSA LANDSCAPES, INC.

05/14/2021

Terry Noriega, President[2] Date

05/14/2021

Antonio Valenzuela, Secretary Date

ATTEST:

6/29/21

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

APPROVED AS TO FORM:

5/26/21

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

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

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

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

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

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass,

groundcover or other landscape items that are lost or damaged due to negligence in lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs
The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections
Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries
Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties
Not applicable.

V. Daily Work Tickets
Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.

6. Smoke in any park.
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

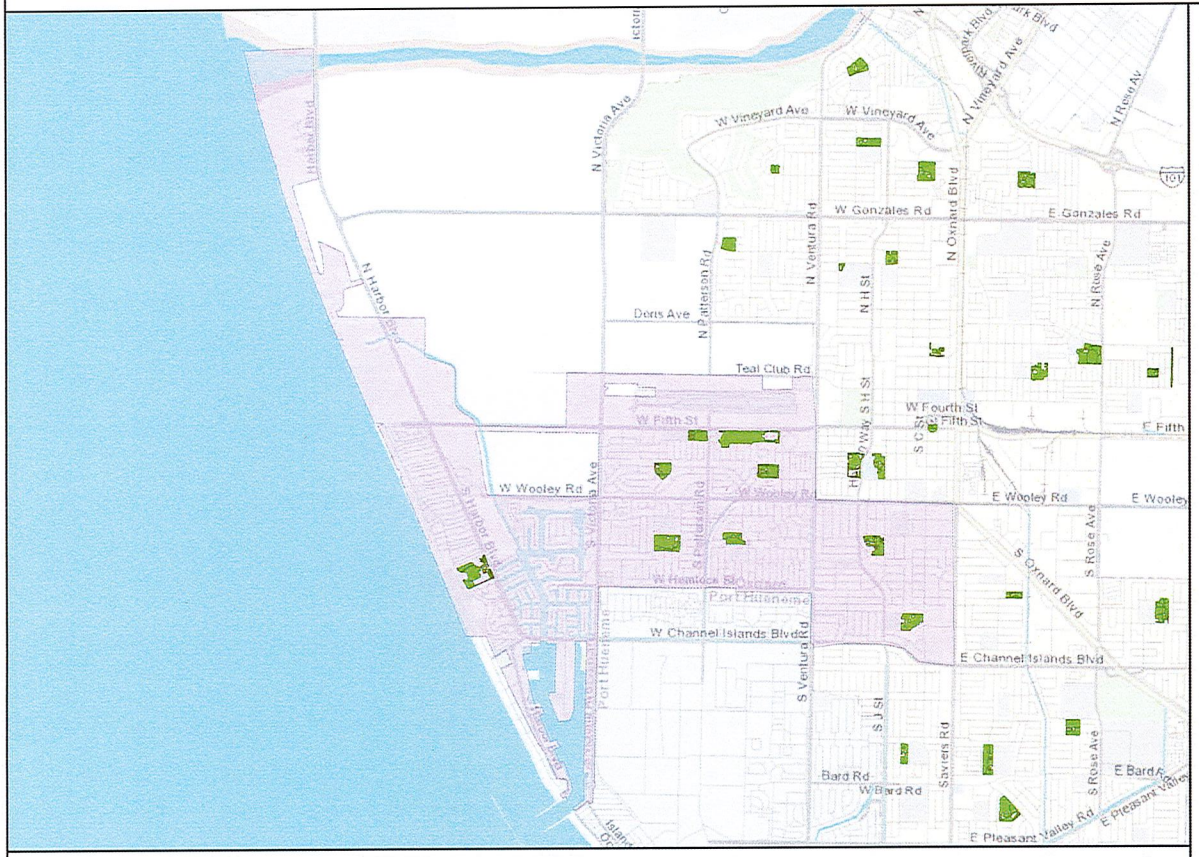
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 3

	Monthly Cost
Region 3	**$24,107.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 3



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 3 (77.12 Turf Acres)

City of Oxnard
Geographic Information Systems
March 2021

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

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

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE $1,000,000 INJURY $ m) INJURY $ ent) TY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

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

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

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

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination

Agreement No. A-8341

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of December, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor").

City and Vendor agree as follows:

1. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Cost as of November 20, 2021 Exhibit attached hereto and incorporated herein by this reference.

2. In Section Scope of Services Exhibit, Scope of Work Section is hereby amended to include:

"Bi-weekly Landscape Maintenance Services at MAD-4 mow areas"

3. The reference to the Region 3 Work Detail maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to include the attached page identified as MAD-4 Mow Areas.

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

[Signatures on next page]

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

CITY OF OXNARD

Daniel Willhite — Dec 1, 2021

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

ATTEST:

N/A

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

APPROVED AS TO FORM:

11-21-22

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

Mariposa Landscape, Inc.

11-18-2021

Terry Noriega, President[2] Date

Nov 17, 2021

Antonio Valenzuela, Secretary Date

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

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

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

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

"RATES AND COSTS EXHIBIT-AS OF NOVEMBER 20, 2021"

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 3 and bi-weekly services at the MAD-4 mow areas.

	Monthly Cost
Region 3	**$25,190.60**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

MAD-4 MOW AREAS

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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

Mow Areas

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

Agreement No. A-8341

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15 day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor. The Agreement previously has been amended on December 1, 2021, by a First Amendment.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks located within Region 3."

2. Section 4 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks Located in Region 3 of Location Map which is attached hereto and incorporated herein"

3. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Cost Exhibit- September 2022. The Rates and Cost Exhibit and Rates and Cost Exhibit as of November 20, 2021 incorporated in the First Amendment are hereby disincorporated; instead, the Rates and Cost Exhibit- September 2022 is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

Sep 15, 2022

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

ATTEST:

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

APPROVED AS TO FORM:

for 9/15/2022
Stephen M. Fischer, City Attorney (always required) Date

MARIPOSA LANDSCAPES, INC.

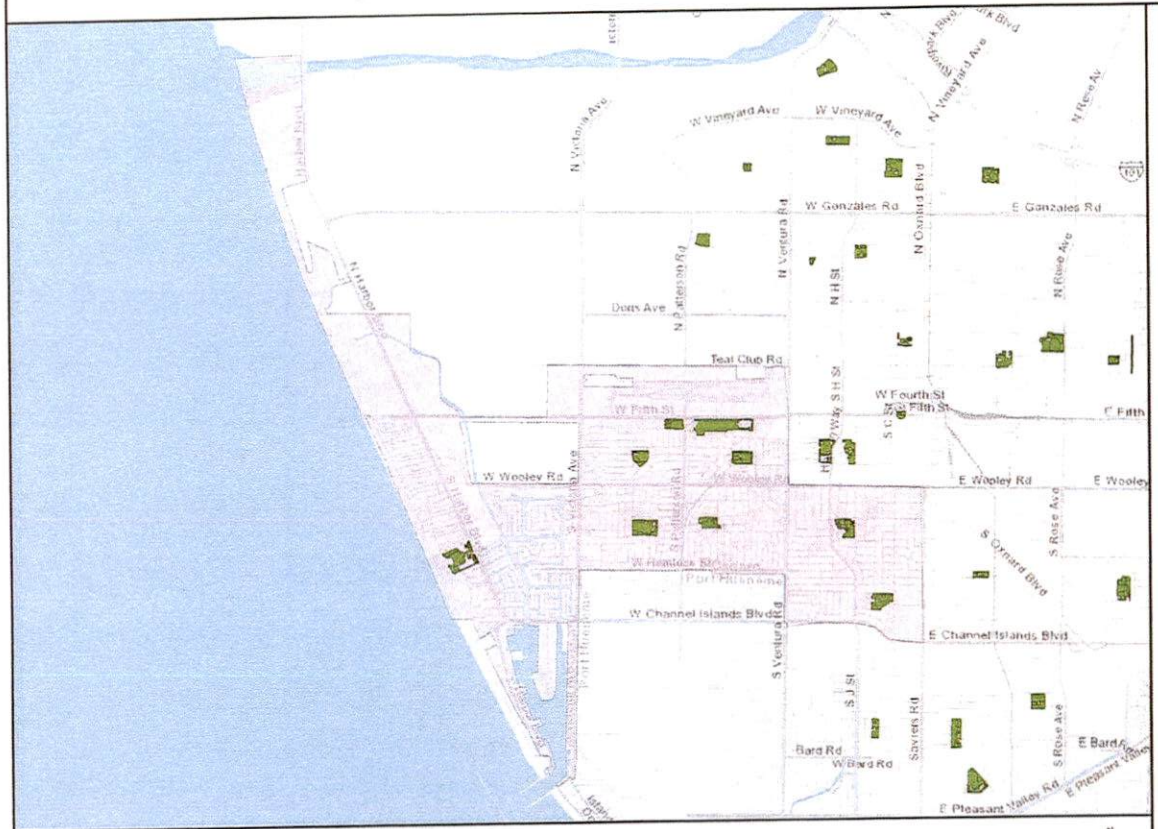
9/12/2022
Terry Noriega, President[2] Date

09/12/2022
Antionio Valenzuela, Secretary Date

1

2

GENERAL SERVICES PARK TURF MAINTENANCE REGION 3



CITYWIDE GENERAL SERVICES
MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS
PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 3 (77.12 Turf Acres)

OXNARD

City of Oxnard
Geographic Information Systems
March 2021

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

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

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 3

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Beck Park	Weekly	$ 2,358.00	Every Other Week	$ 1,860.61	Every Three weeks	$ 1,379.23	Monthly	$ 1,201.29
Durley Park	Weekly	$ 2,122.00	Every Other Week	$ 1,674.39	Every Three weeks	$ 1,241.19	Monthly	$ 1,081.06
Marina West	Weekly	$ 1,838.00	Every Other Week	$ 1,450.29	Every Three weeks	$ 1,075.07	Monthly	$ 936.38
Oxnard Beach Park	Weekly	$ 3,212.00	Every Other Week	$ 2,534.46	Every Three weeks	$ 1,878.74	Monthly	$ 1,636.37
Sea Air Park	Weekly	$ 2,342.00	Every Other Week	$ 1,847.98	Every Three weeks	$ 1,369.87	Monthly	$ 1,193.14
Seaview Park	Weekly	$ 1,734.00	Every Other Week	$ 1,368.23	Every Three weeks	$ 1,014.24	Monthly	$ 883.39
Southwest Community Park	Weekly	$ 5,231.00	Every Other Week	$ 4,127.58	Every Three weeks	$ 3,059.68	Monthly	$ 2,664.96
Southwest Community Park Ext	Weekly	$ 1,654.00	Every Other Week	$ 1,305.11	Every Three weeks	$ 967.45	Monthly	$ 842.64
Via Marina Park	Weekly	$ 3,616.00	Every Other Week	$ 2,853.24	Every Three weeks	$ 2,115.05	Monthly	$ 1,842.19

Added Areas Near Oxnard Beach Park	Bi-Weekly	$ 1,083.00	Every Other Week	$ 1,083.00	Every Three weeks	$ 855.57	Monthly	$ 633.56

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

CITY CLERK OXNARD
SEP 19 '22 PM5:12

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Weekly Lawn Mowing Services at City Parks located within Region 4

(4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 4 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $550,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: **Luis Valenzuela**

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes, Inc
Attn: **Luis Valenzuela**
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 K10(4)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

■ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ , Buyer

MARIPOSA LANDSCAPES, INC.

05/14/2021

Terry Noriega, President[2] Date

05/14/2021

Antonio Valenzuela, Secretary Date

ATTEST:

6/29/21

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

APPROVED AS TO FORM:

5/26/21

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

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

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

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

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

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass,

groundcover or other landscape items that are lost or damaged due to negligence in lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization
All fertilization will be the responsibility of the City.

D. Soil Aerification
All aerification will be the responsibility of the City.

E. Thatch Removal
All thatch removal shall be the responsibility of the City.

F. Pesticide Application
All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program
Not applicable.

H. Weed Control
All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement
All weed abatement shall be the responsibility of the City.

J. Vertebrate Control
All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers
All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf
Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance
All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement
Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage
All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs
The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections
Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries
Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties
Not applicable.

V. Daily Work Tickets
Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.

6. Smoke in any park.
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

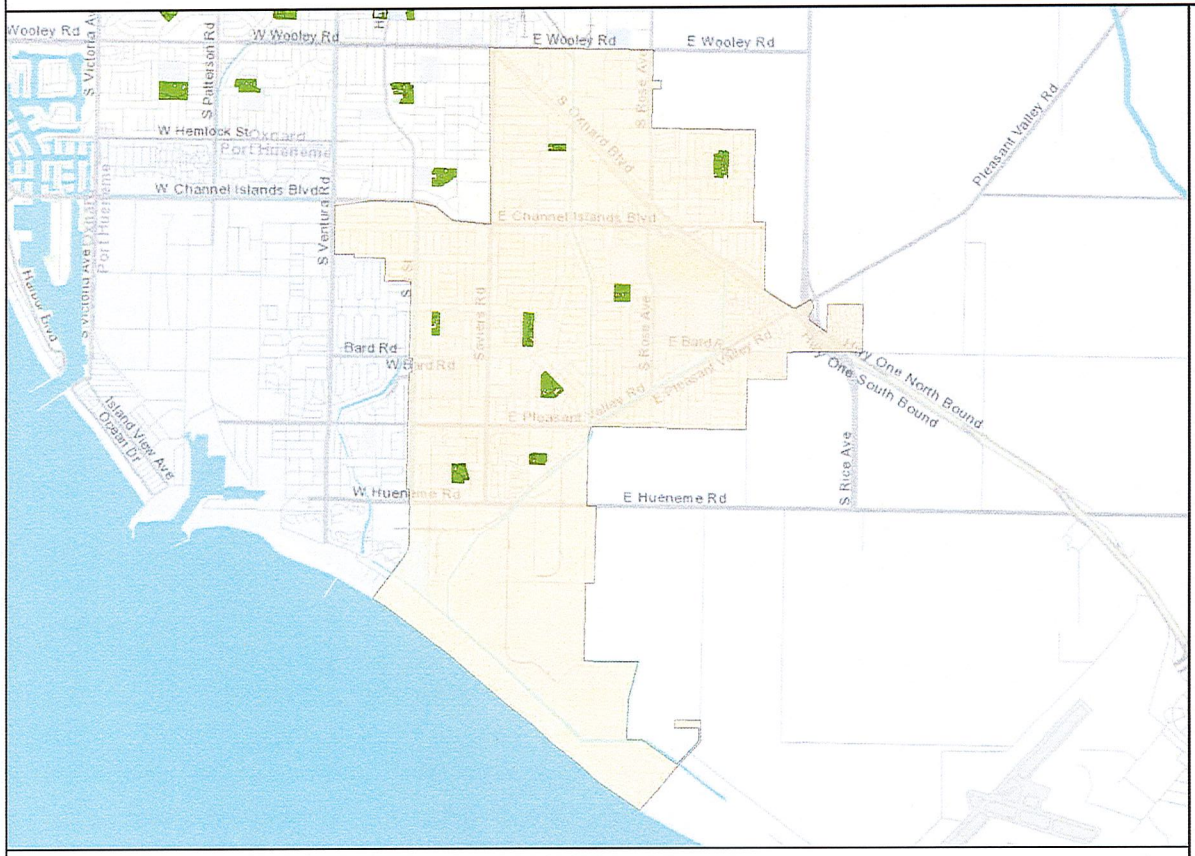
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 4

	Monthly Cost
Region 4	**$13,938.00**
Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

GENERAL SERVICES PARK TURF MAINTENANCE REGION 4



OXNARD

City of Oxnard
Geographic Information Systems
March 2021

0 0.5 1 2 3 Miles

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

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

CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 4 (43.97 Turf Acres)

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

administration and defense expenses.

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

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY m) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

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

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

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

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

Agreement No. A-8342

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15 day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks located within Region 4."

2. Section 4 of the Cover Page of the Agreement is hereby amended to state "Lawn Mowing Services at City Parks Located in Region 4 of Location Map which is attached hereto and incorporated herein"

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

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

[Signatures on next page]

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

CITY OF OXNARD

Sep 15, 2022

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

ATTEST:

N/A

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

APPROVED AS TO FORM:

9/15/2022

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

MARIPOSA LANDSCAPES, INC.

09/12/2022

Terry Noriega, President[2] Date

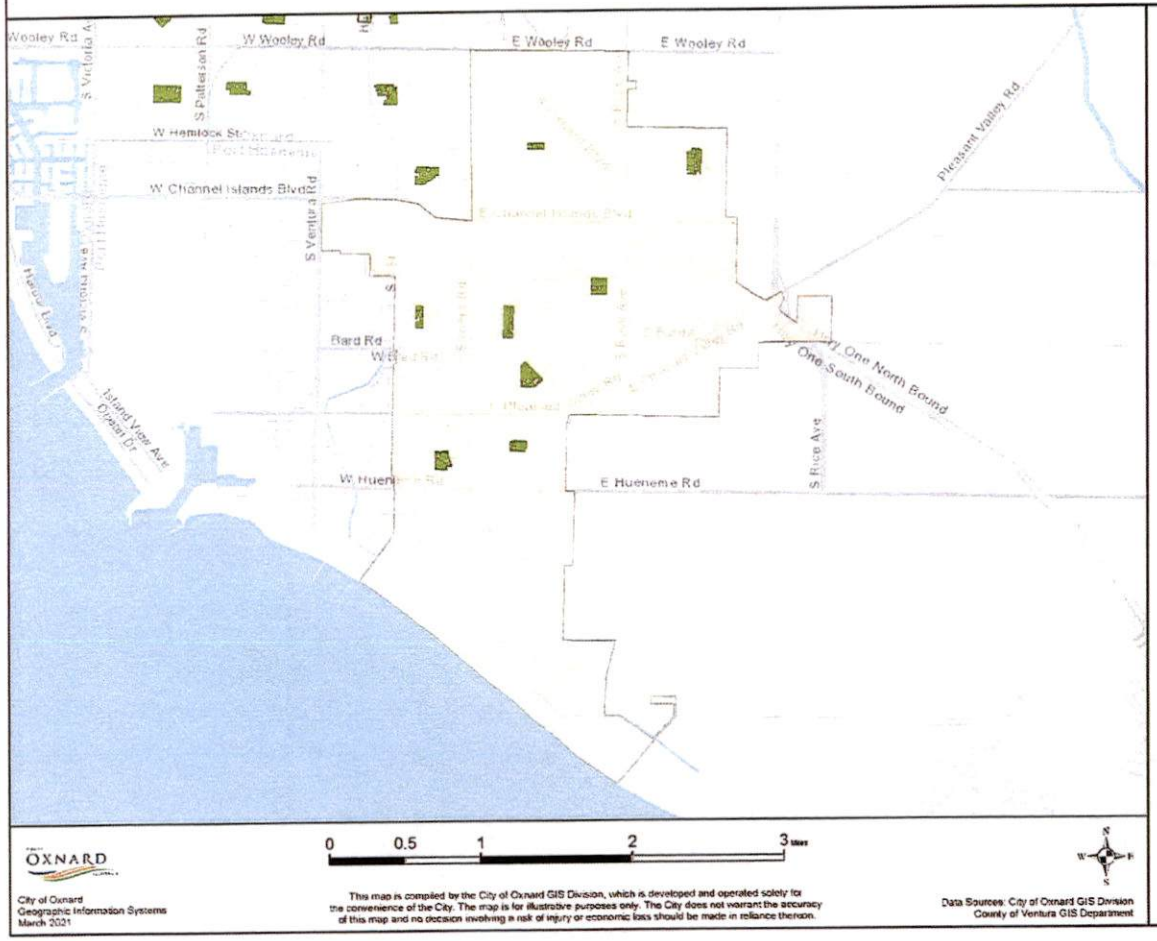
09/12/2022

Antionio Valenzuela, Secretary Date

1

2

GENERAL SERVICES PARK TURF MAINTENANCE REGION 4



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas

Region 4 (43.97 Turf Acres)

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 4

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Carty Park	Weekly	$ 1,075.00	Every Other Week	$ 848.24	Every Three weeks	$ 628.78	Monthly	$ 547.66
College Estates Park	Weekly	$ 1,772.00	Every Other Week	$ 1,398.22	Every Three weeks	$1,036.47	Monthly	$ 902.75
Garden City Acres	Weekly	$ 1,253.00	Every Other Week	$ 988.69	Every Three weeks	$ 732.90	Monthly	$ 638.35
Johnson Creek	Weekly	$ 2,427.00	Every Other Week	$ 1,915.05	Every Three weeks	$1,419.58	Monthly	$ 1,236.45
Lathrop Park	Weekly	$ 759.00	Every Other Week	$ 598.90	Every Three weeks	$ 443.95	Monthly	$ 386.68
Lemonwood Park	Weekly	$ 2,090.00	Every Other Week	$ 1,649.14	Every Three weeks	$ 1,222.47	Monthly	$ 1,064.76
Pleasant Valley	Weekly	$ 2,638.00	Every Other Week	$ 2,081.54	Every Three weeks	$ 1,543.00	Monthly	$ 1,343.94
Southwinds Park	Weekly	$ 1,924.00	Every Other Week	$ 1,518.15	Every Three weeks	$ 1,125.37	Monthly	$ 980.19

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: September 12, 2022

(2) Vendor: Mariposa Landscapes Inc.

(3) Services: Additional maintenance services including litter and debris removal and maintenance of; turf, shrub, vine, groundcover, general site, fertilization, landscape and weed control.

(4) Schedule of Services: See Scope of Services Exhibit

(5) Agreement Ending Date: August 31, 2023 subject to renewal for up to June 30, 2024 upon the written agreement of both parties

(6) Total Agreement Amount: $758,919

(7) City's Project Manager: Kevin Thompson, Parks Manager

(8) Vendor's Project Manager: Dave Widjaja, Estimator

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (c) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(d) and the Prevailing Wage Exhibit are not incorporated and are not required.
☒ Prevailing wages but not living wage, in which case: Section 20(d) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (c) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:
Mariposa Landscapes Inc
ATTN: Dave Widjaja, Estimator
6232 Santos Diaz St,
Irwindale, CA 91702

FOR CITY:
City of Oxnard
ATTN: Kevin Thompson, Parks Manager
1060 Pacific Ave, Building 3
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:
dave.widjaja@mariposa-ca.com

CITY'S PROJECT MANAGER:
kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☐ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-D)

COUNCIL APPROVED
9/6/22
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (c) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (d) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (d) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

9-6-22

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

Mariposa Landscapes Inc.

07/15/2022

Terry Noriega, President, [2] Date

07/15/2022

Antonio Valenzuela, Secretary Date

ATTEST:

R. Chaparro 9/6/22

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

APPROVED AS TO FORM:

7/20/22

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

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

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

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

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

SCOPE OF SERVICES EXHIBIT

TURF MAINTENANCE

1a. SOIL AERIFICATION

The Contractor shall perform soil aerification for all turf grass areas at designated frequency and timing. Aerification shall be done with a power driven aerifier using shatter or coring tines to a depth no less than four (4) inches and no more than six (6) inches. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement. Before the start of aerification, all irrigation components will be flagged to prevent damage.

1b. FERTILIZATION

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines at designated frequency and timing. The rate of application must follow label recommendations. The schedule must be pre-approved by the Project Manager or his or her representative. The specific fertilizer composition used will be determined by the soil makeup and condition of the vegetation at the time of application. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to application. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Fertilization of turf, planter beds or any other maintenance areas should address plant health, diseases and insect issues.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative.

1c. PESTICIDE APPLICATION

The Contractor shall control and eliminate all weeds within the project boundaries. Unless otherwise specified, this shall include all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the contractor is to provide a second service date upon completion of the initial application. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

1d. TURF WEED CONTROL

Contractor shall treat all turf grass areas for broadleaf weeds control at designated frequency and timing. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

1e. TURF RENOVATION

The Contractor shall renovate all turf areas in accordance with the designated frequency and timing. Any application schedule must be pre-approved by the Project Manager or his or her representative.

The seeding operation shall consist of a three step process; seedbed preparation, seeding and applying the fertilizer. The last two steps shall be accomplished within 48 hours of starting the seeding operation.

Seedbed Preparation: The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat line and all loose material raked to the toe and removed.

Seeding: A high quality Bermuda or Kikuyu seed will be used depending on location. All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the project manager before application.

Fertilizing: The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, and pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor.

SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2a. PRUNING AND EDGING

The Contractor shall prune all shrubs and groundcover and vines at designated frequency and timing. Shrubs shall be pruned for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be trimmed periodically (at a minimum of 4xs per year) and maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2b. GROUNDCOVER PRUNING

Groundcover shall be pruned at designated frequency and timing. Pruning shall be done in a manner as to maintain separation away from the base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

2c. FERTILIZATION

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2d. PLANTER BED WEED CONTROL

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. Planter bed weed control shall take place at designated frequency and timing. Any planned application will be notified to city representative at least 7 days prior. All chemical application will be scheduled with city representative and aim to reduce contact with residents and visitors to eliminate any chemical exposure to the public and promote safety.

GENERAL SITE MAINTENANCE

3a. LITTER AND DEBRIS CONTROL

All areas of maintenance responsibility, including sidewalks and gutters adjacent to areas of responsibility, paved and dirt parking lots that are not on-street parking in front of residences, shall be kept free of all trimmings, leaves, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done at designated frequency and timing. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes curb and gutter areas. Any hazardous materials need to be reported to the city representative promptly.

3b. TRASH CAN SERVICE

The Contractors shall check all trash cans at the designated frequency and timing. Cans that are at least ½ full or more will have their liners replaced. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured. Trash liners are to be replaced regardless of content fullness if it is emitting a foul smell. Contractor shall supply at their cost all trash liners.

Litter and debris that is on the ground and within 10' of a trash can will be picked up and disposed of during the servicing of trash cans.

LANDSCAPE REPLACEMENT

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

RESPONSE AND INQUIRIES

The Contractor shall be required to respond (within 4 business hours) to inquiries and identified deficiencies in service.

TRAFFIC CONTROL

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, the Contractor must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless the contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. The City pays for all traffic control permits.

SOFTWARE

Contractor will be required to utilize an ESRI based work order system, or other program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

STAFFING EXPECTATIONS

Contractor will be required to meet minimum staffing expectations based on the service level Proposal on and awarded within the contract. Minimum staffing expectations may only be deviated from through written consent by the Project Manager or his or her representative.

Landscape Maintenance, Fertilization and weed control specification

All pesticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. SDS (Safety Data Sheets) or MSDS (Material Safety Data Sheets) forms and all product labels shall be in the possession of and readily available by the staff performing the application.

WEATHER

Chemical types and applications must be applied based upon the weather conditions.

EXTRA VISITS

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

NUTRIENTS

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

REPORTS

Contractor will be required to check in on the approved City approved work order system (ESRI) and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) *might* be required to keep the City approved work order system app active on device for the duration of time while on site. Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the City approved work order system and feedback provided by the Project Manager or his or her representative. Contractor should provide photographs of any repairs or enhancements made to a location

within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

REFUSE DISPOSAL

Contractor will be required to dispose of all green waste within the Oxnard City limits either through drop *off* at the Del Norte Transfer Station or through a green waste bin at an agreed upon location. The Contractor may be provided a right of use entry to an agreed upon location for storage of such a bin.

RATES AND COSTS EXHIBIT

	Park	Location/Address	Acres	Sq Ft	Service Level A	Service Level B
1	Beck Park	600 W Kamala	7.75	337,611	$ 1,819.00	$ 900.00
2	Cabrillo Park	1600 Ebony Drive	5.19	226,256	$ 966.00	$ 428.00
3	Carty Park	3900 S F Street	3.3	143,883	$ 937.00	$ 477.00
4	College Estate Park	1400 Gary Drive	5.58	243,090	$ 1,558.00	$ 804.00
5	Colonia Park	170 N Juanita Ave	5.42	236,017	$ 1,357.00	$ 670.00
6	Community Center Park East	800 Hobson Way	5.46	237,963	$ 1,702.00	$ 916.00
7	Community Center West Park	801 Hobson Way	5.45	237,304	$ 1,205.00	$ 629.00
8	Connelly Park	2101 Bevra	1.85	80,668	$ 783.00	$ 490.00
9	Del Sol Park	1500 Camino Del Sol	11	479,247	$ 2,383.00	$ 1,131.00
10	Durley Park	800W Hill Street	6.52	284,004	$ 1,434.00	$ 679.00
11	Eastwood Park	1401 N F Street	3.79	165,086	$ 1,636.00	$ 904.00
12	Fremont Tot Park	1130 N M Street	0.44	19,059	$ 320.00	$ 209.00
13	Garden City Acres Park	5302 Cypress Road	3.85	167,730	$ 1,199.00	$ 630.00
14	Johnson Creek Park	501 East Johnson Road	7.46	324,808	$ 1,547.00	$ 790.00
15	Kohala Park	Kohala Street	1.01	43,948	$ 403.00	$ 309.00
16	Lathrop Park	600 E Guava Street	2.33	101,599	$ 808.00	$ 432.00
17	Lemonwood Park	2055 E San Mateo Place	7.43	323,808	$ 1,482.00	$ 718.00
18	Marina West	1300 S Novato Drive	5.65	246,020	$ 1,258.00	$ 611.00
19	Neptune Park	Neptune Square	1.24	43,560	$ 157.00	$ 100.00
20	Orchard Park	2130 Edelweiss Street	9.08	395,507	$ 1,816.00	$ 835.00
21	Oxnard Beach Park	1601 S Harbor Blvd	10.1	439,855	$ 5,834.00	$ 3,634.00
22	Plaza Park	500 S C Street	1.38	59,939	$ 595.00	$ 330.00
23	Pleasant Valley Park	4501 Justin Way	8.11	353,077	$ 1,907.00	$ 977.00
24	Rio Lindo Park	841 Blanca Street	6.34	276,202	$ 2,289.00	$ 1,276.00
25	Sea Air Park	2011 Ninth Street	7.2	313,433	$ 1,844.00	$ 924.00
26	Seaview Park	1001 Offshore Street	5.33	232,122	$ 1,880.00	$ 1,010.00
27	Sierra Linda Park	1040 Indigo Place	5	217,585	$ 1,412.00	$ 718.00
28	South Bank Park	2610 Woodside Place	5.66	246,371	$ 1,233.00	$ 611.00
29	Southwest Community Park	2500 W 5th Street	18.39	801,157	$ 3,845.00	$ 1,801.00
30	Southwest Community Park Ext	2500 W 5th Street	5.08	221,402	$ 714.00	$ 272.00
31	Southwinds Park	455 W Clara Street	5.91	257,499	$ 1,618.00	$ 817.00
32	Thompson Park	201 N Imperial Street	2.1	91,636	$ 731.00	$ 390.00
33	Via Marina Park	3301 Keel Way	11.11	483,916	$ 2,199.00	$ 1,010.00
34	Wilson Park	350 N C Street	1.69	73,573	$ 1,273.00	$ 828.00
			193.2	8,404,935	$ 52,144.00	$ 27,260.00

Additional Services	
Turf Aeration	$ 500.00 / per acre
Spot Seeding	$ 3,406.00 / per acre
4 Man Crew Hourly Rate	$ 196.00 / per hour

Task #	Task	Frequency	Service Level		Quantity	Price
			A	B		
	Turf Maintenance					
1a	Aerate	Bi-Annually	X		195 acres	$ 41,380.00
		Annually		X	195 acres	$ 20,690.00
1f	Spot Seeding	Yearly	X		Cost per acre with min of 15	$ 51,090.00
		As needed		X	Cost per acre	$ 3,406.00
	Ferilization					
1b	Turf	Bi-Annually	X		195 acres	$ 45,290.00
		Yearly		X	195 acres	$ 22,645.00
2c	Shrubs, Ground Cover, Vines	Yearly	X		Within Parks	$ 1,300.00
		As needed		X	Within Parks	$ 650.00
	Loose Litter & Debris Removal					
3a	Loose Litter & Debris Removal	2 Days per week	X		Pick up and dispose of all litter and debris from the entire park 2 days a week. On Monday and Friday	$ 37,583.00
		1 Day per week		X	Pick up and dispose of all	$ 18,792.00
	Trash Can Service					
3b	Trash Can Service	Daily	X		Check all trash can daily	$ 263,076.00
		4 Days per week		X	Check all trash can four	$ 167,088.00
	Weed Control					
1d & 2d	Control and eradication of all weeds within park boundaries to street gutter	Daily	X		Within Parks	$ 123,132.00
		4 Days per week		X	Within Parks	$ 70,361.00
	Pruning					
2a & 2b	Shrubs, Ground Cover, Vines	Monthly	X		Within parks	$ 31,512.00
		Quarterly		X	Within parks	$ 25,200.00

Additional Services		
Turf Aeration	$500.00	per acre
Spot Seeding	$3,406.00	per acre
4 Man Crew Hourly Rate	$196	per hour

The period of performance anticipated for this agreement shall be for one year and 10 months, from September 12th, 2022 through August 31st, 2023 with an option to renew through June 30th, 2024 effective upon signature of an Agreement by both parties, unless terminated earlier. This optional annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements. Updated annual pricing must be submitted to the City in writing, no later than the June 30th preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for June. There is no obligation by the City to purchase any specified amount of goods or services during the entirety of the agreement.

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

6/22

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

SAMPLE

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No._____** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:
NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE
☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 6/22 INS-D.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (___) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 6/22

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

DocuSign Envelope ID: BBDFB3B6-C345-4BC8-ACD9-FB8B4E199C88

Agreement No. A-8483

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of August, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Vendor"). This First Amendment amends the Agreement entered into on September 12, 2022, by City and Vendor.

City and Vendor agree as follows:

1. The date "August 31, 2023" in Section 5 of the Cover Page of the Agreement is hereby amended to "June 30, 2024." All remaining text in section 5 that follows this date is hereby deleted.

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

[Signatures on next page]

DocuSign Envelope ID: BBDFB3B6-C345-4BC8-ACD9-FB8B4E199C88

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

CITY OF OXNARD

Jennifer Yates 8/28/2023

☐John C. Zaragoza, Mayor[1] Date

☒Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

DocuSigned by:
Terry Noriega 8/21/2023
45E8D4C7F21F4B8...

Terry Noriega, President Date

DocuSigned by:
Antonio Valenzuela 8/21/2023
C43333EB202E43B...

Antonio Valenzuela, Secretary[3] Date

ATTEST:

N/A

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

APPROVED AS TO FORM:

for 8/24/2023

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

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

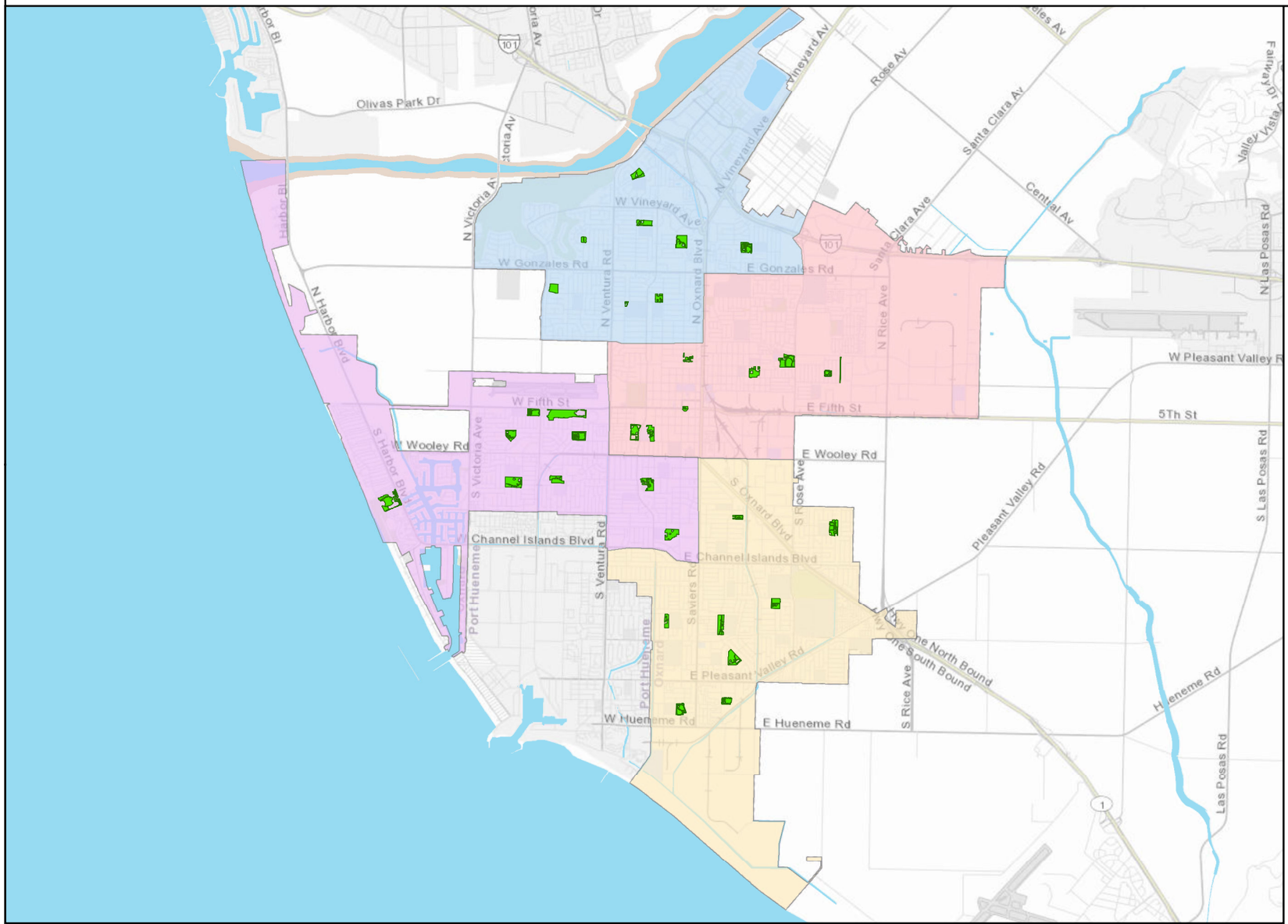
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

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

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

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

GENERAL SERVICES PARK TURF MAINTENANCE REGIONS



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF

APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

General Services Parks Turf Areas
Region 1 (37.34 Turf Acres)
Region 2 (33.51 Turf Acres)
Region 3 (77.12 Turf Acres)
Region 4 (43.97 Turf Acres)

0 0.5 1 2 3 4 5 6 Miles

N W E S

City of Oxnard
Geographic Information Systems
March 2021

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

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

Amendments to Agreements A-8339, A-8340, A-8341, A-8342, and A-8483 with Mariposa Landscapes, Inc. for Landscape Maintenance Services for Citywide General Fund Parks

Public Works and Transportation Committee, April 23, 2024
City Council, May 21, 2024

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the:

1. Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $475,000 to $615,000 in Region 1;
2. Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $430,000 to $561,000 in Region 2;
3. Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $950,000 to $1,249,000 in Region 3;
4. Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $550,000 to $714,000 in Region 4; and
5. Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $758,919 to $1,036,880.

RECOMMENDATION

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

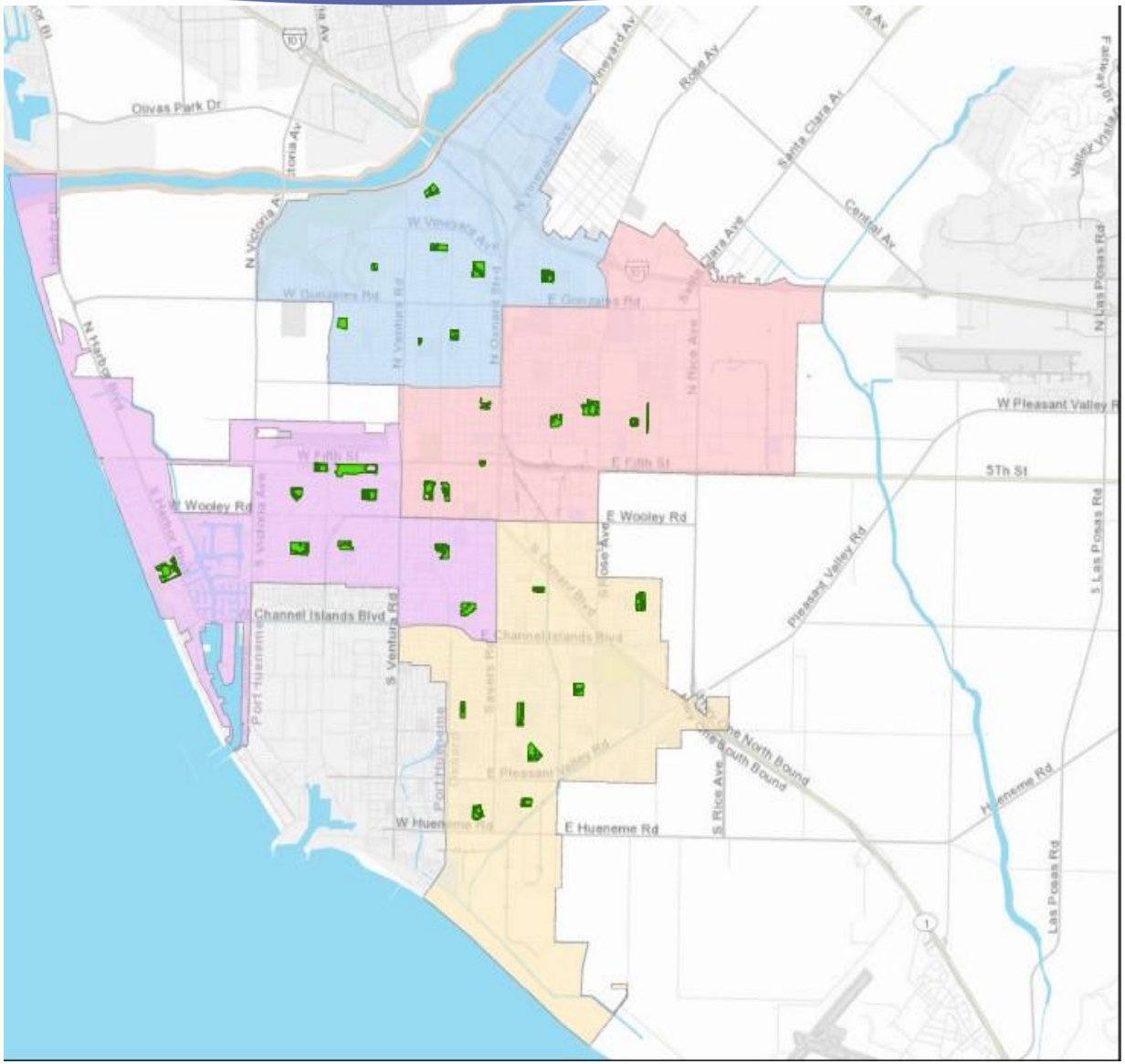
1. Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $475,000 to $615,000 in Region 1;
2. Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $430,000 to $561,000 in Region 2;
3. Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $950,000 to $1,249,000 in Region 3;
4. Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $550,000 to $714,000 in Region 4; and
5. Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $758,919 to $1,036,880.

BACKGROUND

- After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included weekly mowing of the General Fund parks by landscape contractors. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

- To provide equal levels of service, the City was divided into four contract areas consisting of an equal number of parks. On March 25, 2021, the City released a request for bid for weekly mowing of General Fund parks in the four (4) regions of the City. A total of four responsive bids were received.

BACKGROUND



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
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FREMONT TOT PARK	0.44	19,059	1
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DEL SOL PARK	11	479,247	2
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PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
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SEAVIEW PARK	5.33	232,122	3
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GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

BACKGROUND

- On June 29, 2021, the City Council awarded the Agreements A-8339, A-8340, A-8341, and A-8342 to Mariposa Landscapes, Inc. (Mariposa) as the lowest responsive bidder for each contract area. The total cost for all four Agreements was a not-to-exceed amount of $2,405,000 for the three-year terms ending June 30, 2024.

- In FY 2022-23, funding was requested for additional park maintenance services beyond the weekly mowing. These services included annual fertilization, annual aeration of turf, quarterly pruning of all shrubs and groundcover, monthly weed control that included adjacent sidewalks, weekly removal of loose litter and debris, and trash can service four days per week at each park site.

BACKGROUND

- After the approval of the FY 2022-23 budget, the City released a Request for Bid (RFB) for these additional park maintenance services, which also included the capacity to provide “as needed” landscape services, subject to available funding. Three companies submitted a bid, and on September 6, 2022, the City Council approved Agreement A-8483 with Mariposa Landscapes, Inc. for additional basic landscape services in the General Fund Parks in an amount not to exceed $758,919 for a term ending August 31, 2023.

- On December 1, 2021, the First Amendment to Agreement A-8341 was approved to include the scope of services to maintain the landscapes at the beach parking lot area that was formerly maintained by Maintenance Assessment District 4 (MAD 4). These areas were determined to be an extension of the maintenance for Ololkoy Beach Park. The additional cost for the maintenance of these areas increased the Agreement by $302,278 annually.

BACKGROUND

- On September 15, 2022, the First Amendments to Agreements A-8339, A-8340, A-8342 and the Second Amendment to A-8341 were approved to provide variable mowing frequencies with revised rates and costs to correspond with the mowing schedule of each park. This was in response to many parks not needing weekly mowing and to apply the savings from less mowing to other park maintenance needs. There was no change to the not-to-exceed amounts of the agreements.

- On August 28, 2023, the First Amendment to Agreement A-8483 was approved to amend the term ending date from August 31, 2023 to June 30, 2024.

- Mariposa has satisfactorily maintained the contract areas it has been awarded during the past three years. All five Agreements are due to expire on June 30, 2024. Therefore, staff is requesting an Amendment to each Agreement for a one-year extension that will expire on June 30, 2025. Mariposa has agreed to continue the same monthly service rates that were approved in 2022.

DISCUSSION

1. The Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for the additional one year of service will cost $140,000 for weekly landscape services and the four-year contract total amount not-to-exceed $615,000 in Region 1.

2. The Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for the additional one year of service will cost $131,000 for weekly landscape services and the four-year contract total amount not-to-exceed $561,000 in Region 2.

3. The Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for the additional one year of service will cost $299,000 for weekly landscape services and the four-year contract total amount not-to-exceed $1,249,000 in Region 3.

4. The Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for the additional one year of service will cost $164,000 for weekly landscape services and the four-year contract total amount not-to-exceed $714,000 in Region 4.

5. The Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for the additional one year of service will cost $277,961 for additional basic maintenance services and the four-year contract total amount not-to-exceed $1,036,880 citywide.

DISCUSSION

- During the next fiscal year, staff will be revising the project specifications for each region to include all of the services provided between the current five contracts and then solicit bids for each of the four contract areas. The intention will be to have the new park maintenance agreements for the General Fund parks to begin July 1, 2025.

- Staff recommends amending the existing agreements in lieu of a new bid process this time because the expected result of a bid process are higher costs due to recent inflation and other similar bid processes that have resulted in increases.

- The fact that the contractor has agreed to keep their 2022 rates in place is a benefit to the City.

FINANCIAL IMPACT

The costs for each agreement's one-year extensions for a total increase of $1,011,961 are contained in the proposed Public Works, Parks Operations Budget, General Fund account for Fiscal Year 2024-25 for City Council's consideration.

- The Second Amendment to Agreement A-8339 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $140,000 (Attachment 1)
- The Second Amendment to Agreement A-8340 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $131,000 (Attachment 2)
- The Third Amendment to Agreement A-8341 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $299,000 (Attachment 3)
- The Second Amendment to Agreement A-8342 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $164,000 (Attachment 4)
- The Second Amendment to Agreement A-8483 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $277,961 (Attachment 5)

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.3

DATE: May 21, 2024

TO: City Council

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

SUBJECT: Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways. (15 minutes)

RECOMMENDATION

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

1. Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,415,000 to $3,272,000 in Region 1;

2. Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,535,000 to 3,423,000 in Region 2; and

3. Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,575,000 to $3,272,000 in Region 3.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/DdCTUtrkXM0

BACKGROUND

After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide street landscapes and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included contracting the monthly maintenance of the median and parkway landscapes along the City's arterial streets. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

In an effort to provide equal levels of service, the citywide street landscapes were divided into three regions with roughly equal amounts of maintenance for each of the three landscape maintenance agreements. Requests for Proposals (RFPs) were created to maintain each of the three regions and on June 29, 2021 City Council awarded Agreement A-8345 to Mariposa Landscapes, Inc. (Mariposa) and Agreements A-8344 and A-8346 were awarded to Garcia's Landscaping Maintenance, Inc. (Garcia's). Each contractor was the lowest responsive bidder for their awarded Agreement **(Attachments 4, 5, 6)**.

In October of 2021, staff and Mariposa identified areas that required clarification on the work maps for Region 2. These areas were corrected with revised work maps through the First Amendment to Agreement A-8345 **(Attachment 5)**. There were no changes to the cost of the Agreement.

In August of 2022, staff compiled a list of identified landscape areas within the City's responsibility that were not included in the original scope of work. Those additional areas were added to the scope of work in each Agreement as Amendments that were approved by the City Council on Sept. 6, 2022. Those Amendments are:

1. First Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $1,900,000 to $2,415,000 in Region 1 **(Attachment 4)**:

Original Agreement 33.3 acres of landscape 7.4 acres of hardscape
Added First Amendment 6.0 acres of landscape 2.38 acres of hardscape
Current Total 39.3 acres of landscape 9.78 acres of hardscape

2. Second Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. increasing the not to exceed amount from $2,125,000 to $2,535,000 in Region 2 **(Attachment 5)**:

Original Agreement 31.7 acres of landscape 10 acres of hardscape
Added Second Amendment 11.76 acres of landscape .77 acres of hardscape
Current Total 43.46 acres of landscape 10.77 acres of hardscape

3. First Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. increasing the not to exceed amount from $2,000,0000 to $2,575,000 in Region 3 **(Attachment 6)**:

Original Agreement 28.97 acres of landscape 9.03 acres of hardscape
Added First Amendment 12.34 acres of landscape 1.23 acres of hardscape
Current Total 41.31 acres of landscape 10.26 acres of hardscape

The not-to-exceed amount for each Agreement includes capacity for on-call landscaping services, such as undeveloped property maintenance and roadside weed abatement, that are outside of the routine monthly services. This capacity was added in response to the change in the County work release program resulting in a loss of the program's services and the reduction of services that used to be provided by the City Corps Program.

DISCUSSION

Both Garcia's and Mariposa have satisfactorily maintained their awarded contract areas during the past three years with all three Agreements due to expire on June 30, 2024. Therefore, staff is requesting an Amendment to each Agreement for a one-year extension that will expire on June 30, 2025. Both contractors have agreed to continue the same monthly service rates that were approved in 2022.

1. The Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service will cost $831,720 for the twice-monthly services and the four-year contract total amount not to exceed $3,272,000 in Region 1 **(Attachment 1)**.

2. The Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for the additional one year of service will cost $861,693 for the twice-monthly services and the four-year contract total amount not-to-exceed 3,423,000 in Region 2 **(Attachment 2).**

3. The Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service will cost $899,220 for the twice-monthly services and the four-year contract total amount not-to-exceed $3,272,000 in Region 3 **(Attachment 3)**.

During the next fiscal year, staff will be revising the project specifications for each region and then re-advertise for proposals. The intention will be to have the new landscape maintenance agreements for the citywide street landscapes begin July 1, 2025. Staff recommends amending the existing agreements in lieu of a new bid process this time because the expected results of a bid process are higher costs due to recent inflation and other similar bid processes that have resulted in increases. The fact that these two contractors have agreed to keep their 2022 rates in place is a benefit to the City.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The costs for each agreement's one-year extensions for a total increase of $2,592,633 are contained in the proposed Public Works, Parks Operations Budget, General Fund account (1013304-53200) for Fiscal Year 2024-25 for City Council's consideration.

- The Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service is an increase of $831,720
- The Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $861,693
- The Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service is an increase of $899,220

For Finance Use Only: General Fund (Org. 1013304 Obj. 53200)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-8344 2nd Amendment Garcia's
2. A-8345 3rd Amendment Mariposa
3. A-8346 2nd Amendment Garcia's
4. A-8344 Agreement and 1st Amendment Garcia's
5. A-8345 Agreement, 1st and 2nd Amendments Mariposa
6. A-8346 Agreement and 1st Amendment Garcia's
7. Presentation

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc., ("Service Provider"). This Second Amendment amends the Agreement entered into on June 29, 2021, by City and Service Provider. The Agreement previously has been amended on September 06, 2022.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025."

2. The Total Agreement Amount in Section 6 on the cover page of the Agreement is hereby amended to "$3,272,000."

3. A Section 42 is added to the Agreement. The terms for this Section 42 shall read as follows:

Iran Contracting Act. In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached."

4. The "Iran Contract Act Certification" is attached hereto and incorporated herein by to the Agreement as the Iran Contract Act Exhibit.

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

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

GARCIA'S LANDSCAPING MAINTENANCE, INC.

Tenley Garcia, President Date

Tenley Garcia, Treasurer [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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

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

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

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of in the State of

OPTION No.2 - EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of in the State of

THIRD AMENDMENT TO TRADE SERVICE AGREEMENT

This Third Amendment ("Third Amendment") to the Trade Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc., ("Service Provider"). This Third Amendment amends the Agreement entered into on August 01, 2021, by City and Service Provider. The Agreement previously has been amended on October 21, 2021, by a Second Amendment, on July 12, 2022

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is hereby amended to "June 30, 2025."

2. The Total Agreement Amount in Section 6 on the cover page of the Agreement is hereby amended to "$3,423,000."

3. A Section 42 is added to the Agreement. The terms for this Section 42 shall read as follows:

> Iran Contracting Act. In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
>
> A SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached."

4. The "Iran Contract Act Certification" is attached hereto and incorporated herein by this reference into the agreement as the Iran Contract Act Exhibit.

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

[Signatures on next page]

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date

☐ Jennifer Yates, Purchasing Agent [2]

MARIPOSA LANDSCAPES, INC.

Terry Noriega, President Date

Antonio Valenzuela, Secretary [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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

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

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

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of in the State of

OPTION No.2 - EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of in the State of

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade service agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc., ("Service Provider"). This Second Amendment amends the Agreement entered into on June 29, 2021, by City and Service Provider. The Agreement previously has been amended on September 06, 2022.

City and Service Provider agree as follows:

1. The Agreement End Date in Section 5 on the cover page of the Agreement is amended to "June 30, 2025."

2. The Total Agreement Amount in Section 6 on the cover page of the Agreement is hereby amended to "$3,502,000."

3. A Section 42 is added to the Agreement. The terms for this Section 42 shall read as follows:

Iran Contracting Act. In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran
Contract Act Certification attached."

4. The "Iran Contract Act Certification" is attached hereto and incorporated herein by this reference into the Agreement as the Iran Contract Act Exhibit.

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

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

GARCIA'S LANDSCAPING MAINTENANCE, INC.

Tenley Garcia, President Date

Tenley Garcia, Treasurer [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

3 The City requires the following for any contract:

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

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

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of in the State of

OPTION No.2 - EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of in the State of

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Landscaping Maintenance, Inc

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 1

(4) Schedule of Services: **Monthly Landscaping Maintenance located in Median ways located within Region** 1 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $1,900,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Tenley Garcia

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Garcia's Landscaping Maintenance, Inc
Attn: Tenley Garcia
2102 Hughes Drive
Oxnard, CA 93033

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 1 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 M36
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

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

GARCIA'S LANDSCAPING MAINTENANCE, INC.

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

Tenley Garcia, Secretary — 6/7/21 Date

ATTEST:

R. Chaparro 6/29/21

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

APPROVED AS TO FORM:

for 6-9-21

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

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

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

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

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

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

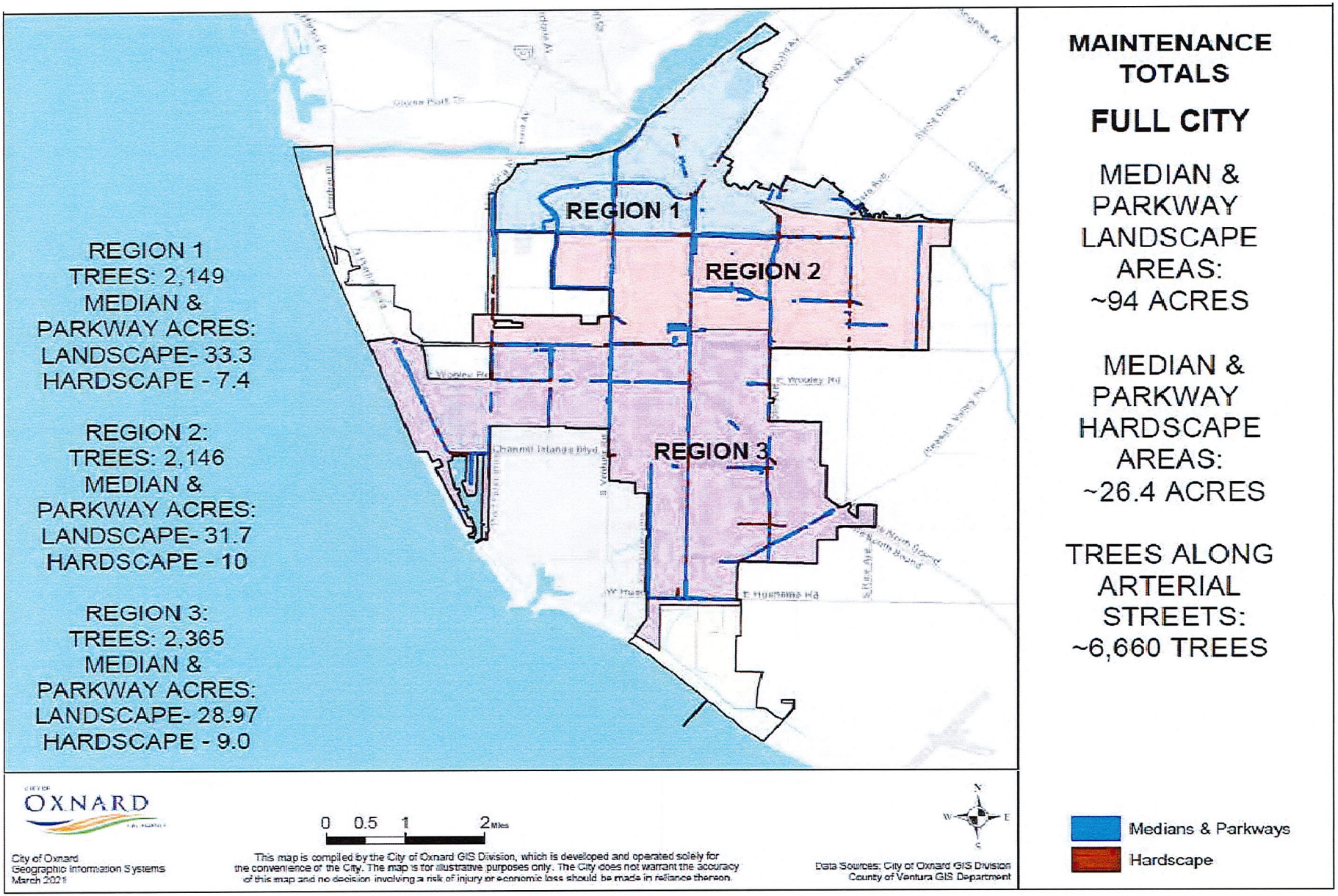
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 1

	Monthly Cost
Region 1	**$48,000.00**
Non-Selective herbicide applicate	**$225/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**


REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4
REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10
REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0
REGION 1
REGION 2
REGION 3
MAINTENANCE TOTALS
FULL CITY
MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES
TREES ALONG ARTERIAL STREETS: ~6,660 TREES
OXNARD
0 0.5 1 2 Miles
City of Oxnard
Geographic Information Systems
March 2021
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
Medians & Parkways
Hardscape

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

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

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

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

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

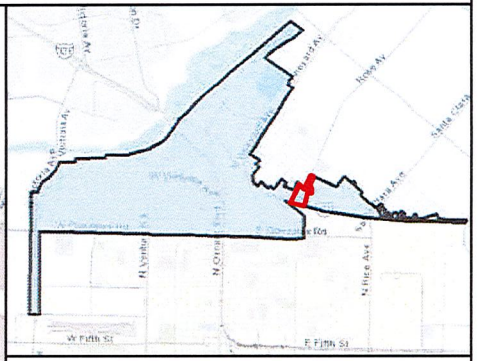
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage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

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

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 1 WORK DETAIL: PAGE 1 OF 33, AUTO CENTER 1



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~40,621 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~6,642 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

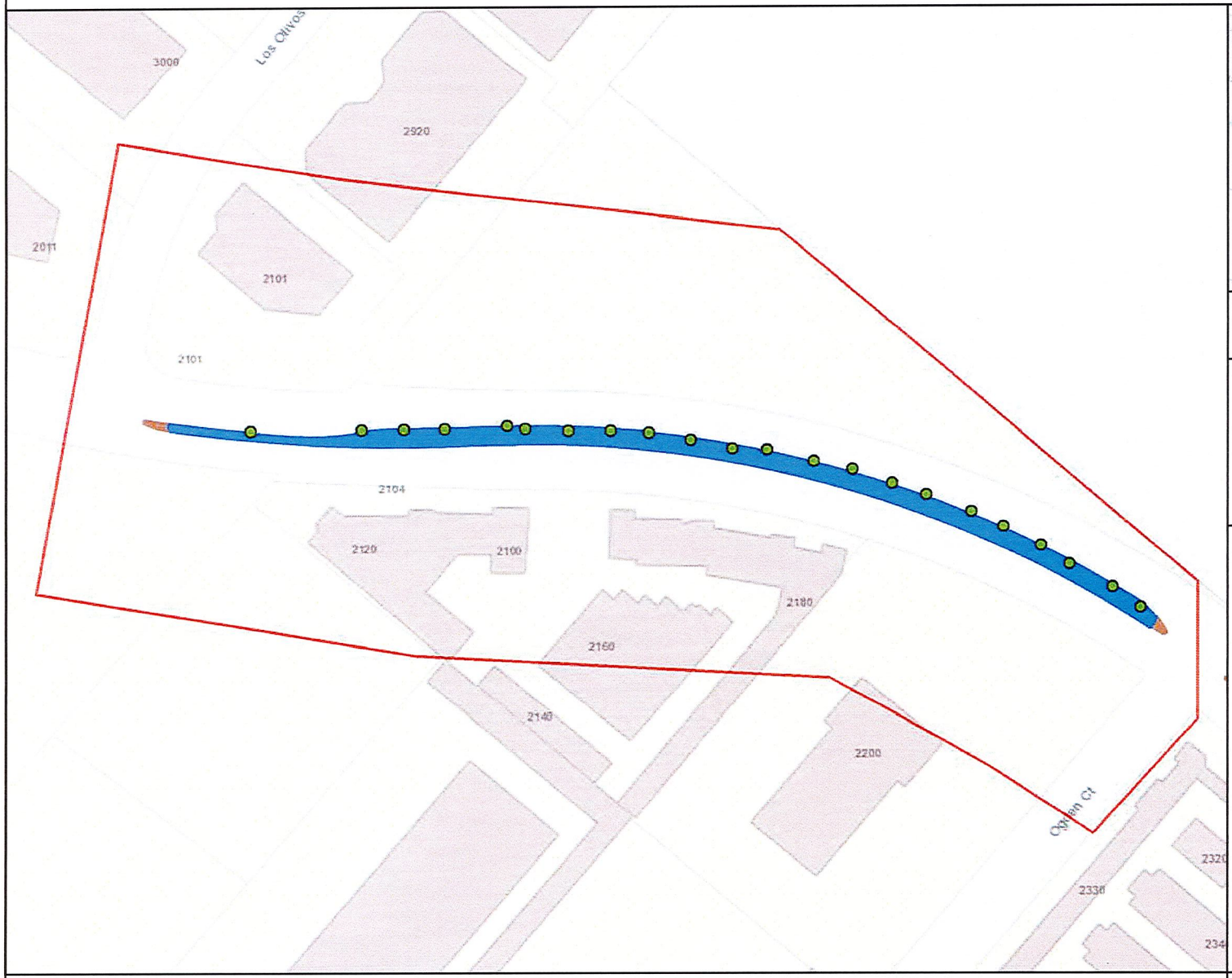
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in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

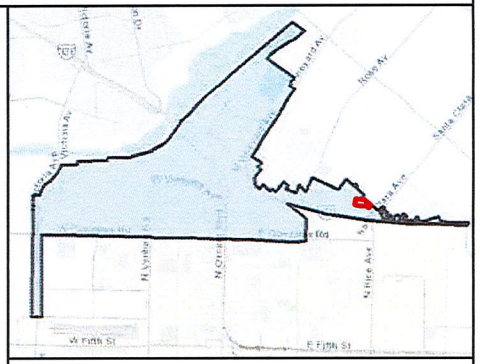
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 2 OF 33, AUTO CENTER 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,328 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~222 SQ FT
~0.01 ACRES

PROJECT TREES:
22 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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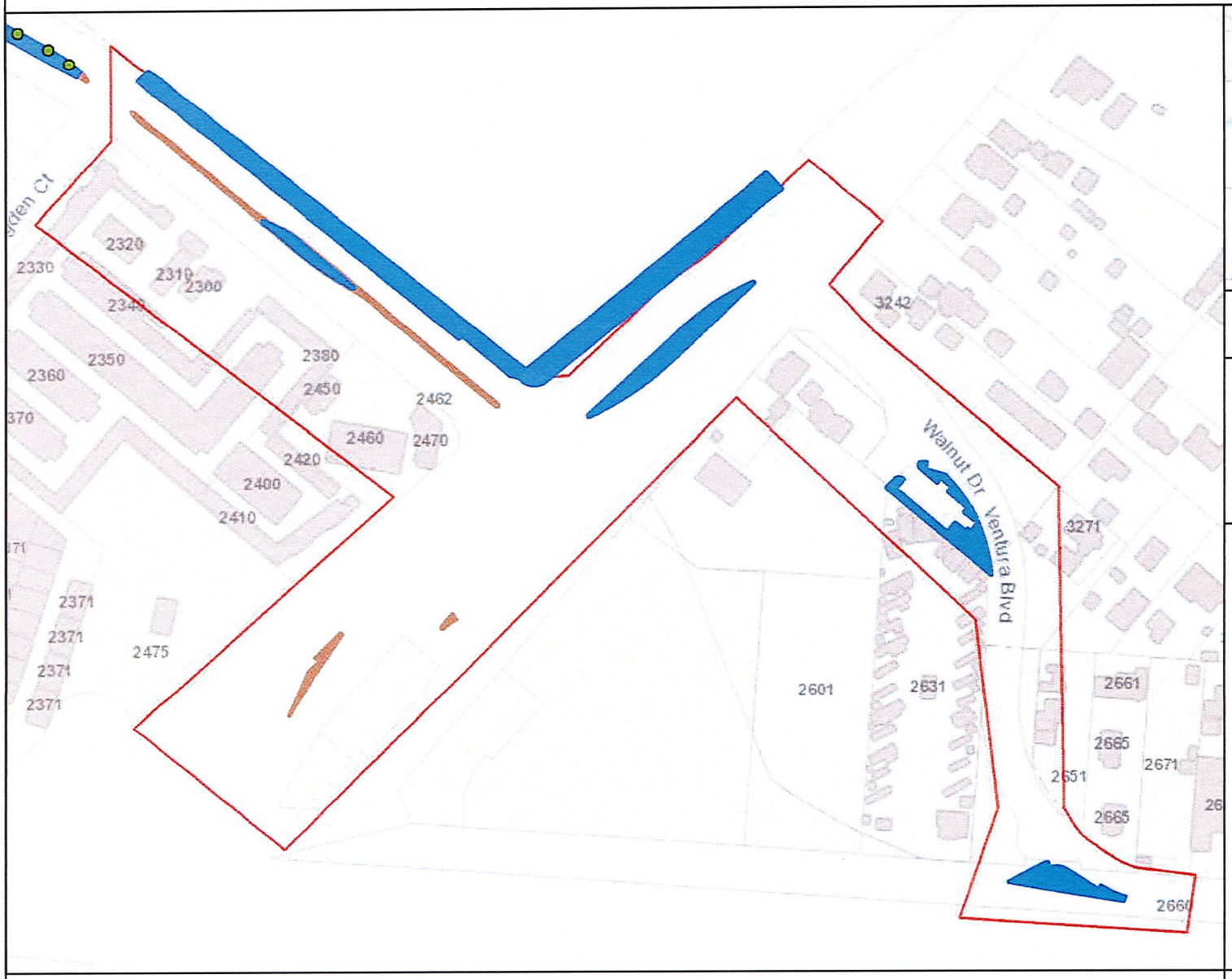
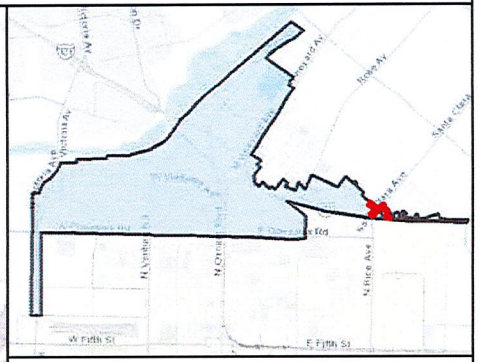
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 3 OF 33, AUTO CENTER 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,861 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,982 SQ FT
~0.09 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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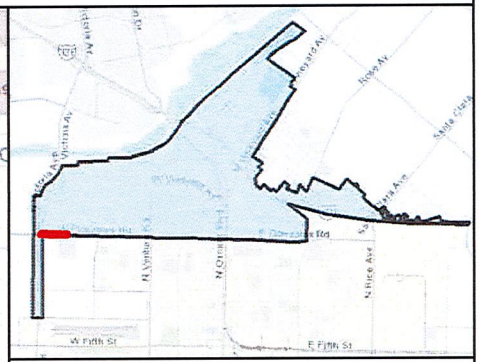
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 4 OF 33, GONZALES 01



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,608 SQ FT
~1.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,446 SQ FT
~0.03 ACRES

PROJECT TREES:
83 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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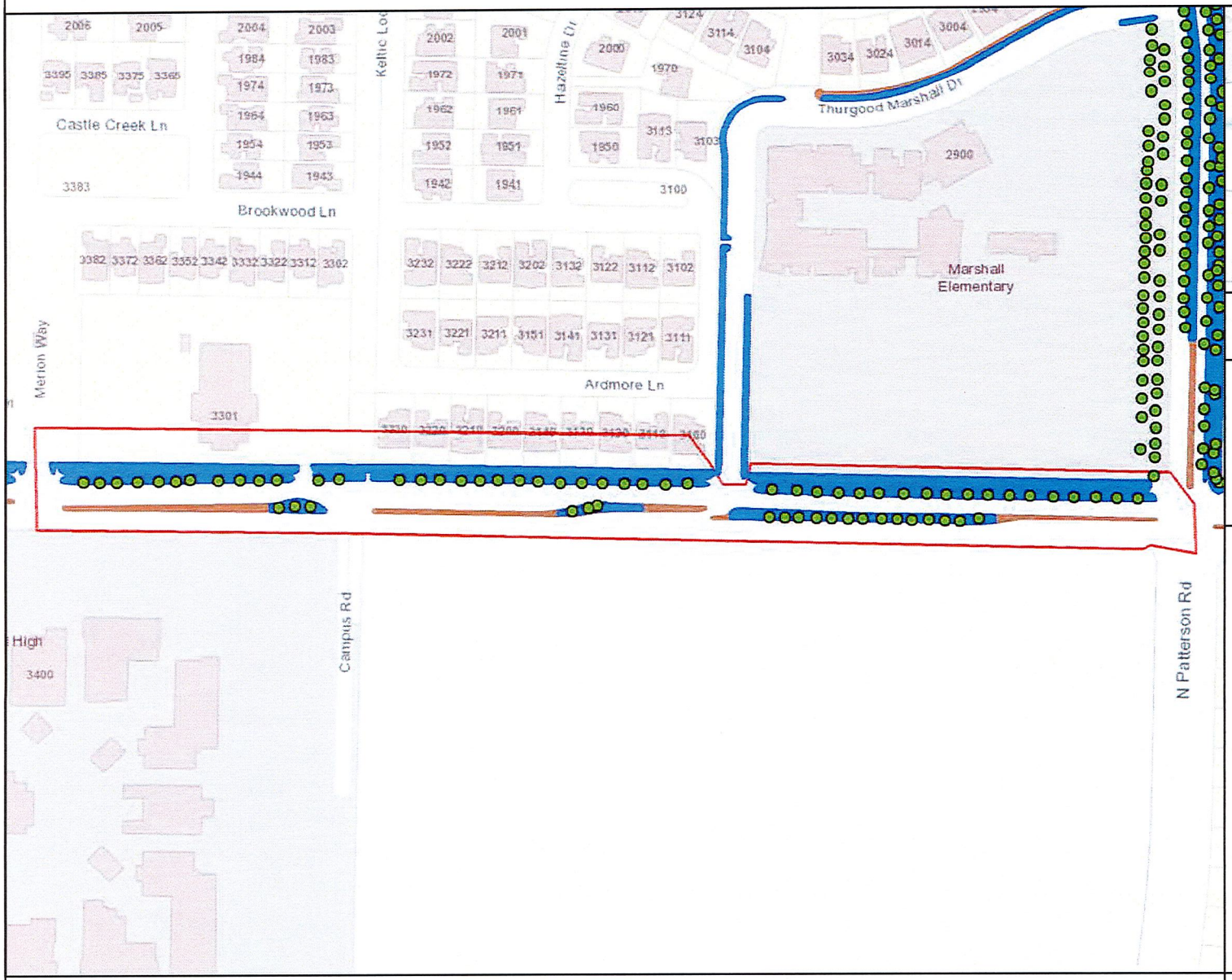
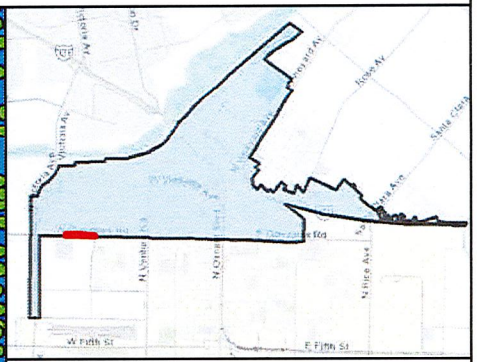
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 5 OF 33, GONZALES 02





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~58,869 SQ FT
~1.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,633 SQ FT
~0.15 ACRES

PROJECT TREES:
67 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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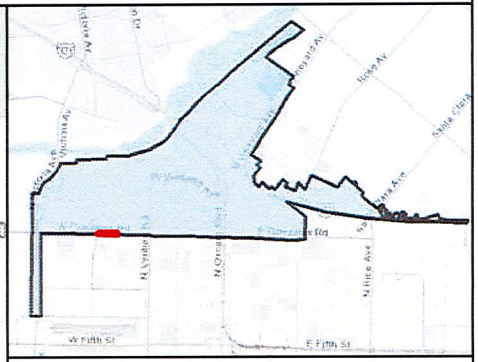
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 6 OF 33, GONZALES 03



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~18,396 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,744 SQ FT
~0.09 ACRES

PROJECT TREES:
111 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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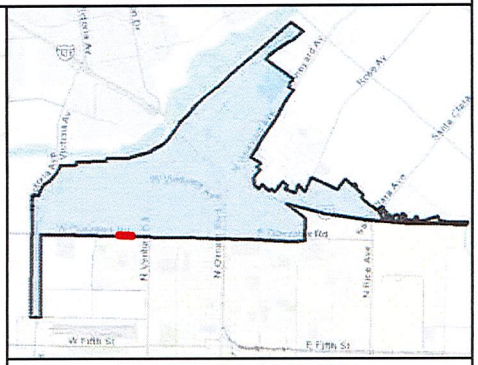
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 7 OF 33, GONZALES 04



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,225 SQ FT
~0.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,537 SQ FT
~0.06 ACRES

PROJECT TREES:
84 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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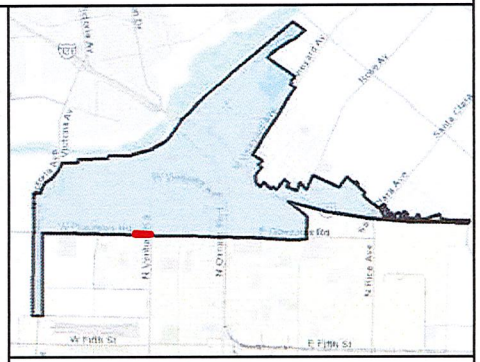
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 8 OF 33, GONZALES 05



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,098 SQ FT
~0.25 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,761 SQ FT
~0.06 ACRES

PROJECT TREES:
81 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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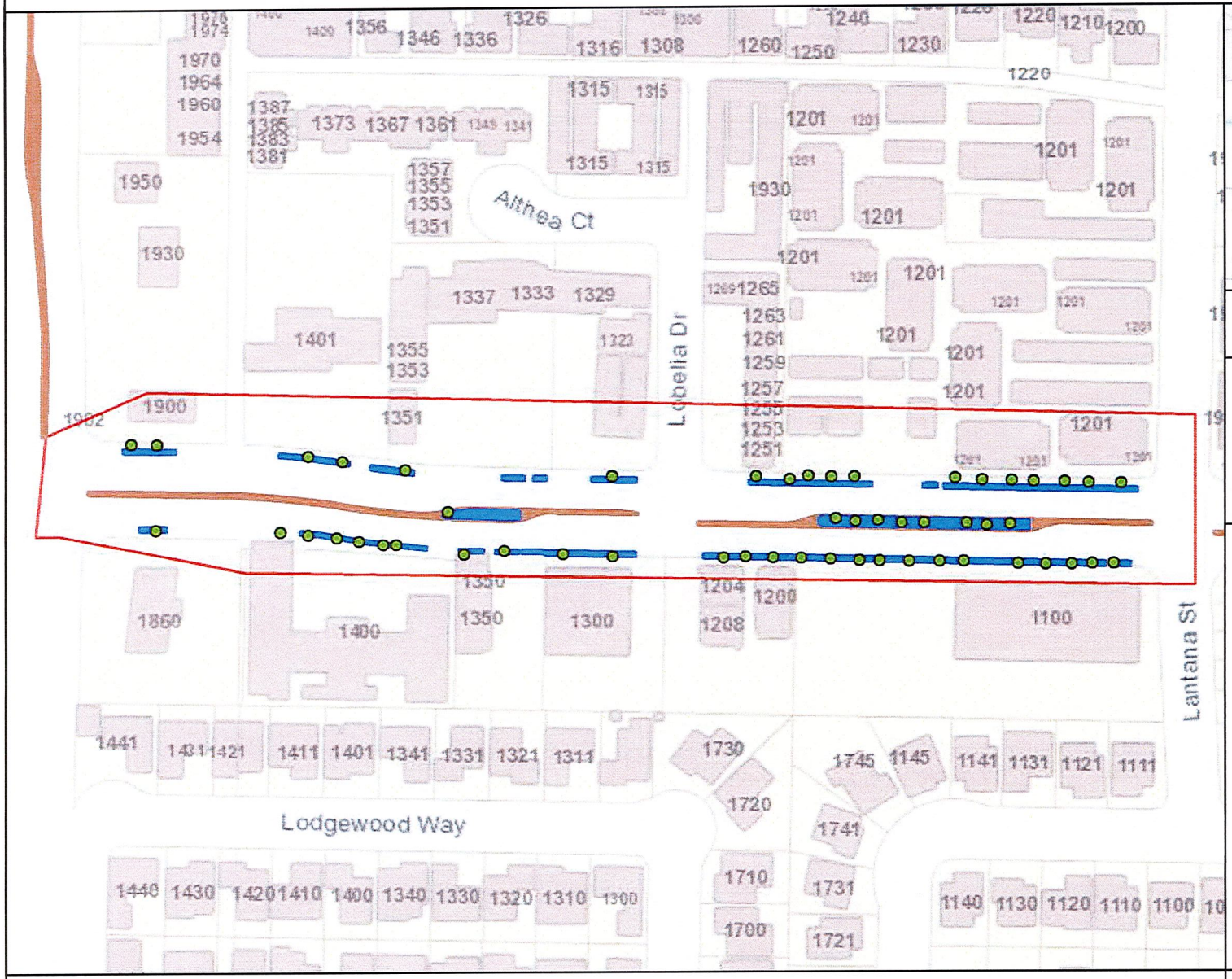
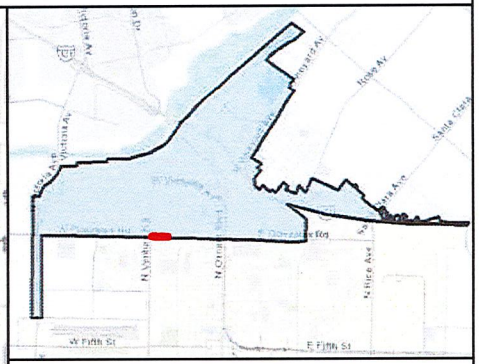
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 9 OF 33, GONZALES 06





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,509 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,307 SQ FT
~0.12 ACRES

PROJECT TREES:
53 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

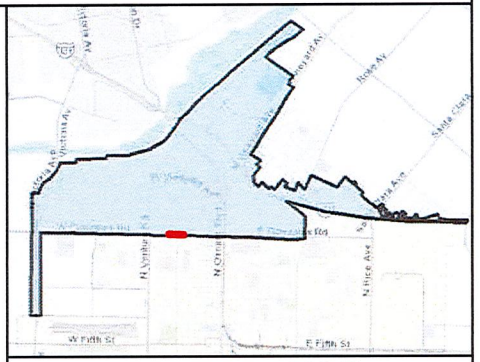
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in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

N W E S

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

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

REGION 1 WORK DETAIL: PAGE 10 OF 33, GONZALES 07



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,608 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,834 SQ FT
~0.11 ACRES

PROJECT TREES:
54 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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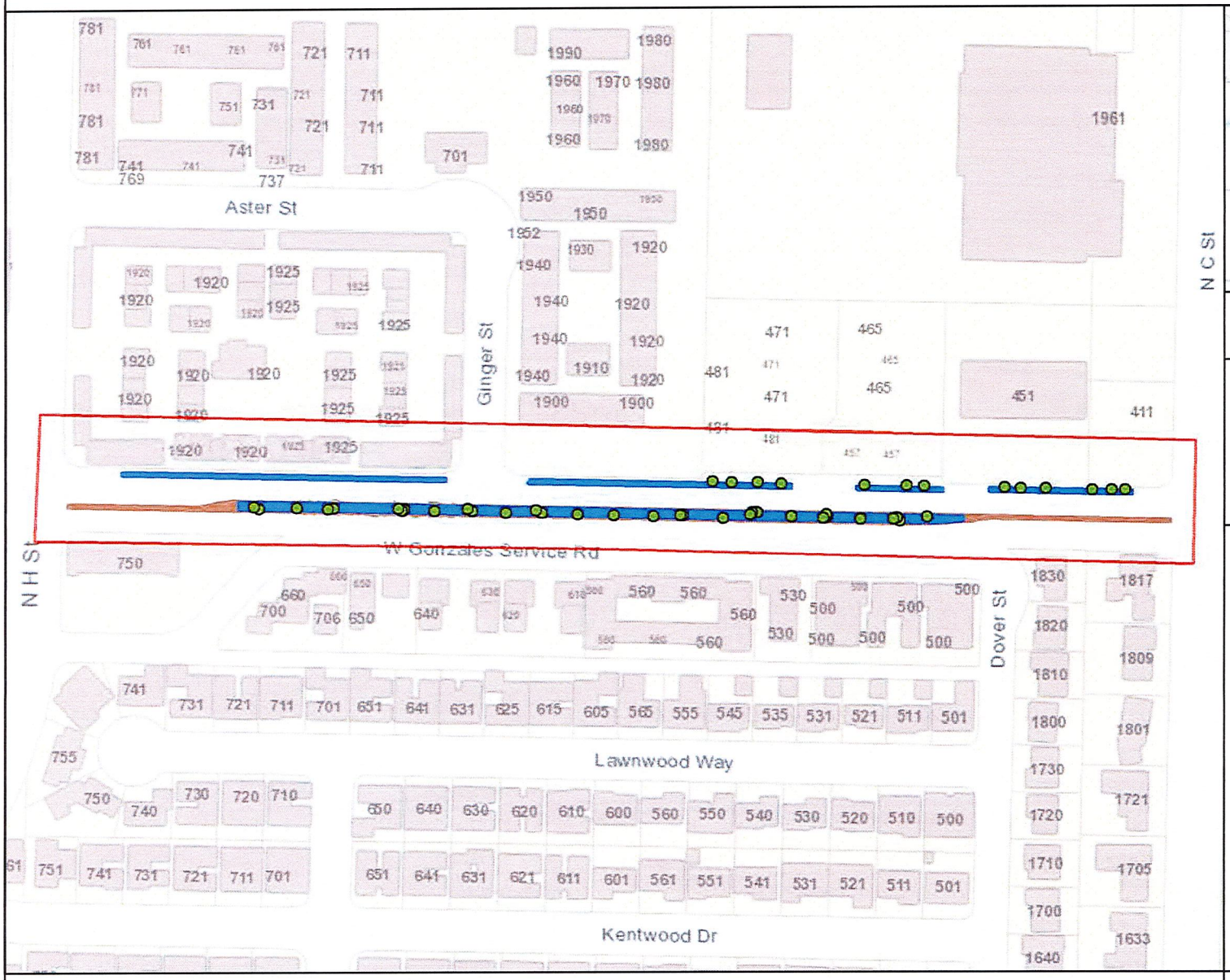
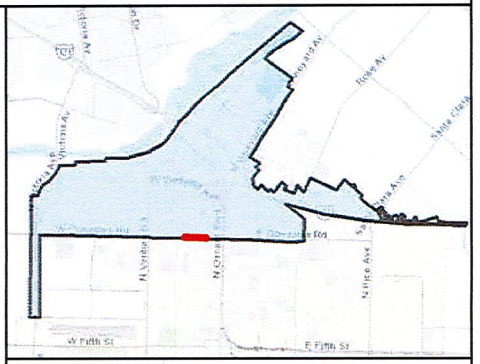
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 11 OF 33, GONZALES 08





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,215 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,594 SQ FT
~0.15 ACRES

PROJECT TREES:
45 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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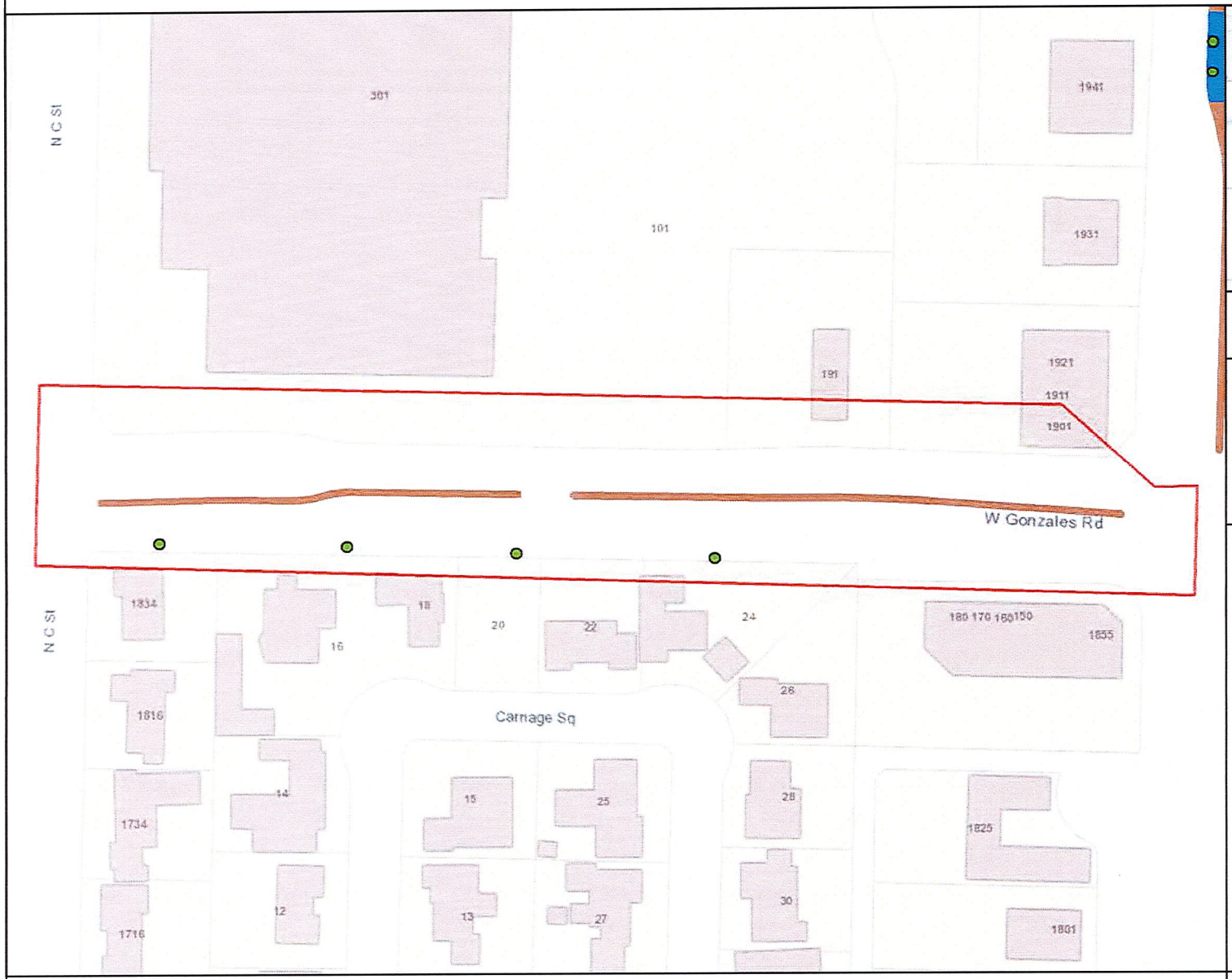
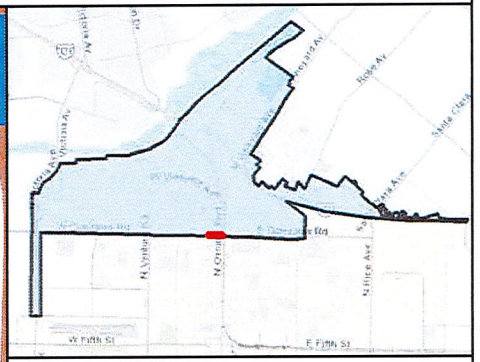
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 12 OF 33, GONZALES 09





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

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

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,767 SQ FT
~0.09 ACRES

PROJECT TREES:
4 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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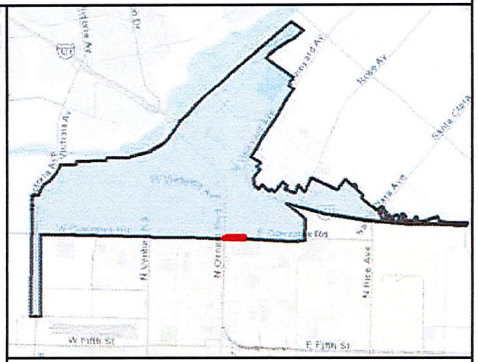
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 13 OF 33, GONZALES 10



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,529 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,330 SQ FT
~0.12 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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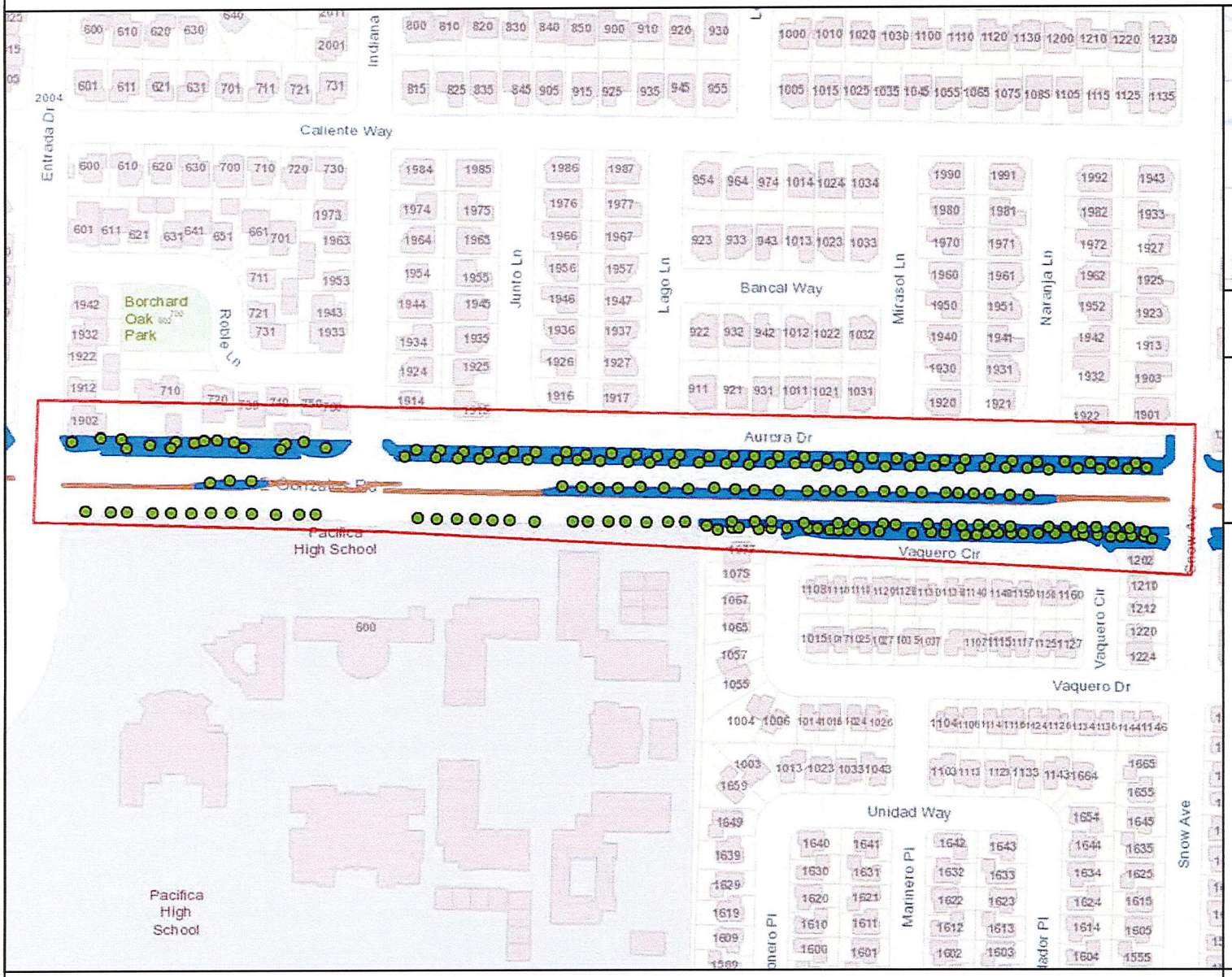
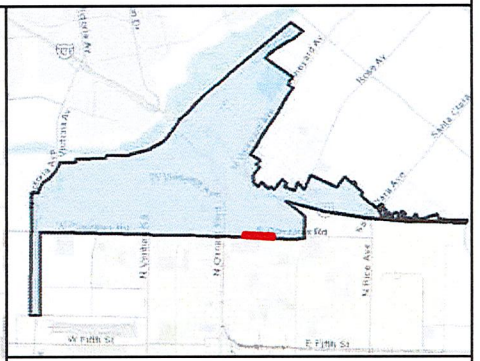
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 14 OF 33, GONZALES 11





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~67,925 SQ FT
~1.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,420 SQ FT
~0.19 ACRES

PROJECT TREES:
186 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N W E S

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

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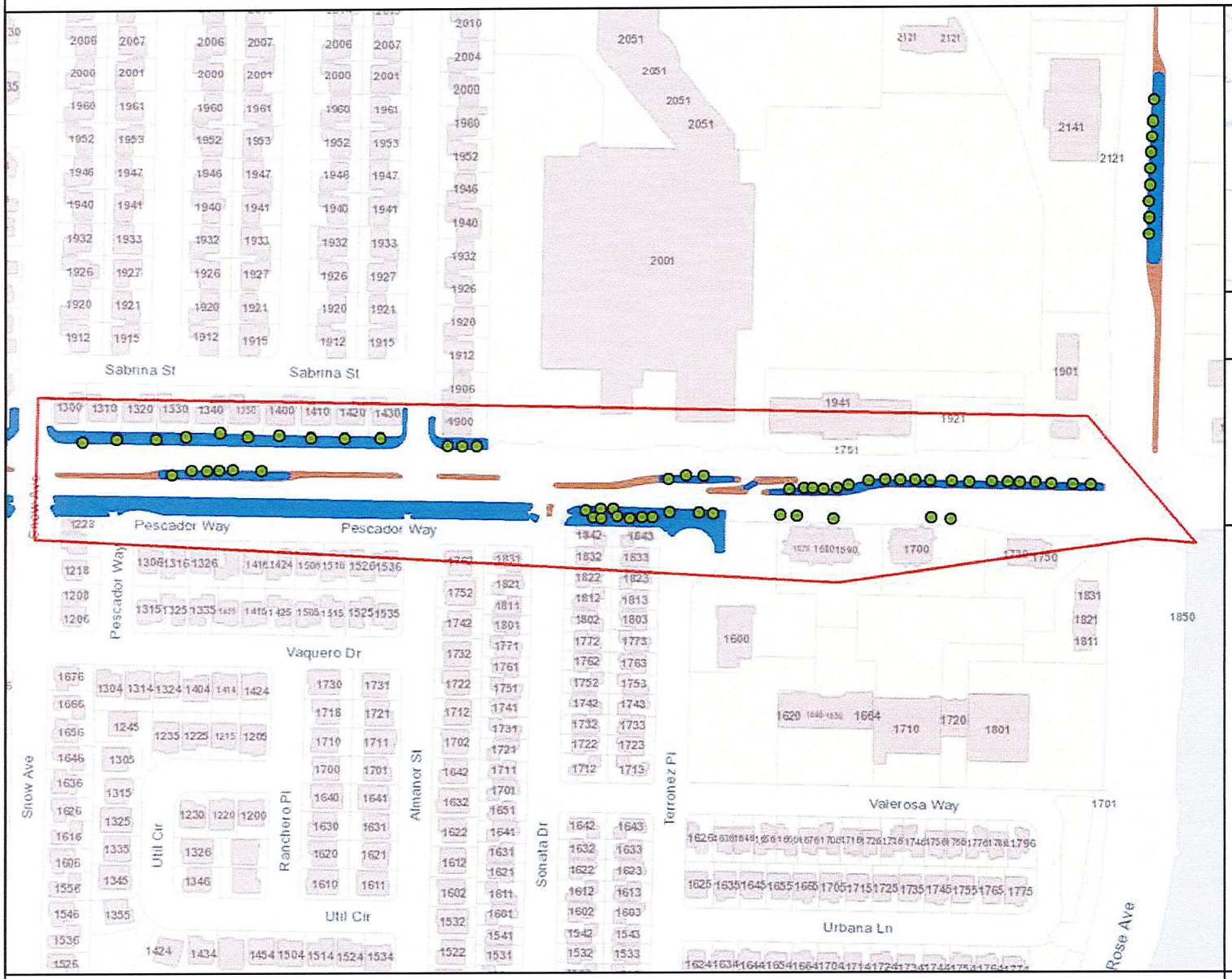
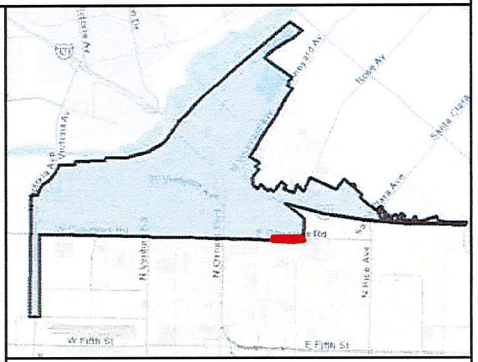
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 15 OF 33, GONZALES 12





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,186 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,371 SQ FT
~0.22 ACRES

PROJECT TREES:
59 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N W E S

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

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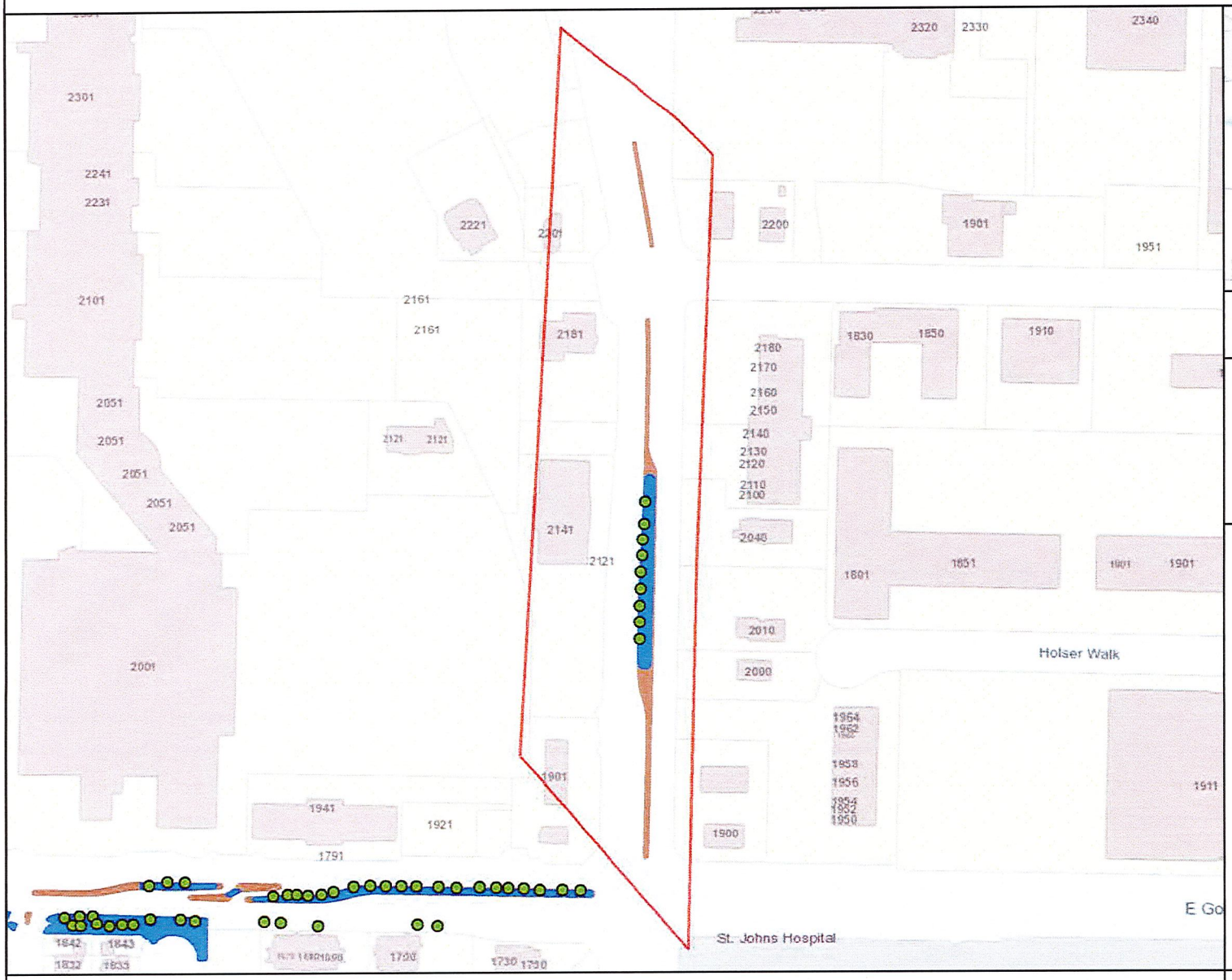
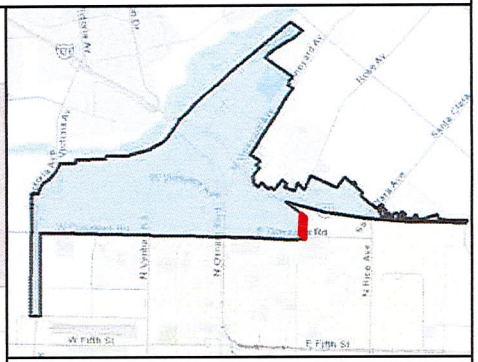
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 16 OF 33, ROSE





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,403 SQ FT
~0.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,775 SQ FT
~0.13 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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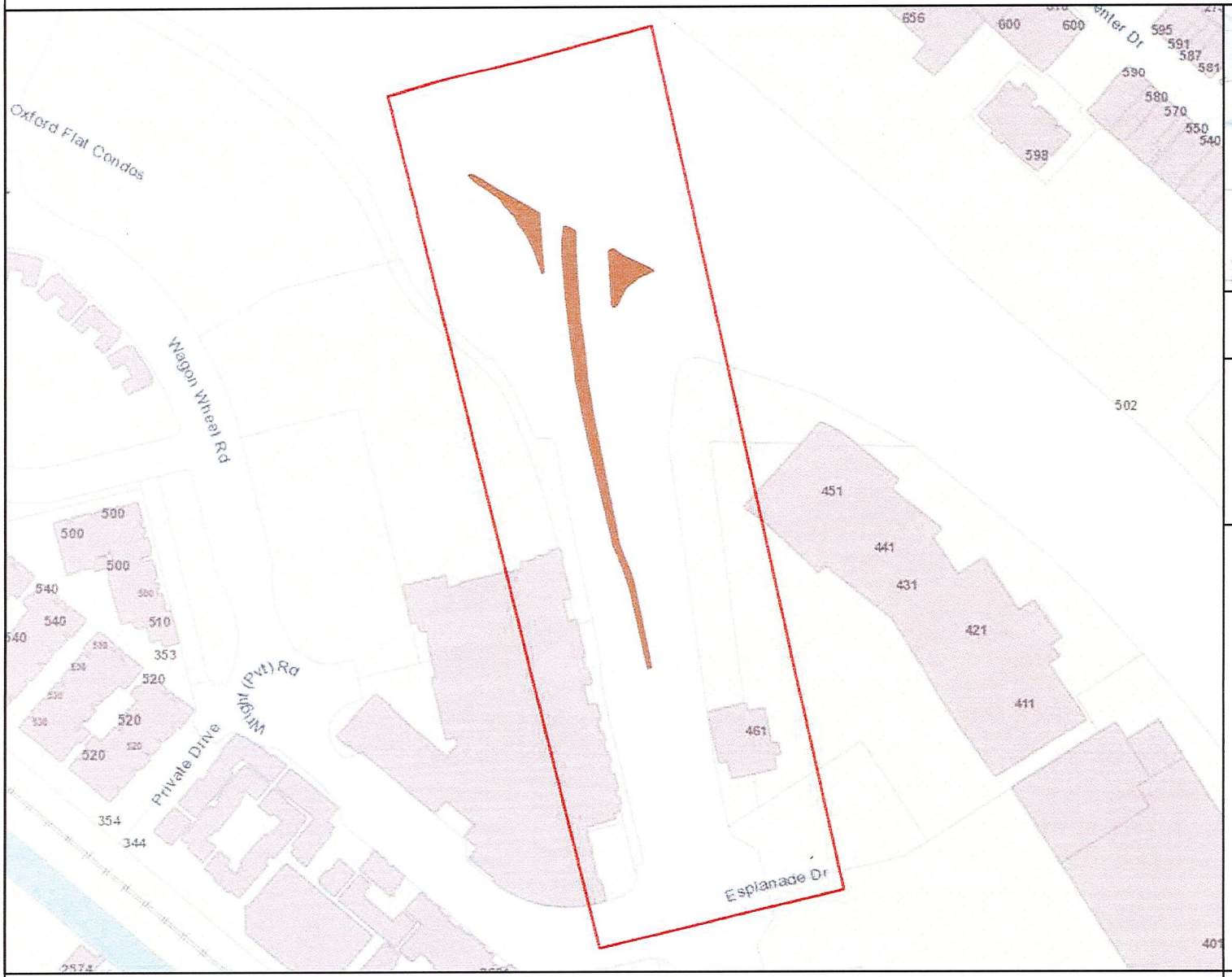
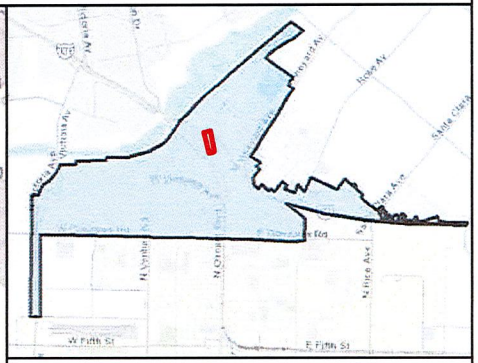
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 17 OF 33, OXNARD BL 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

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

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,453 SQ FT
~0.33 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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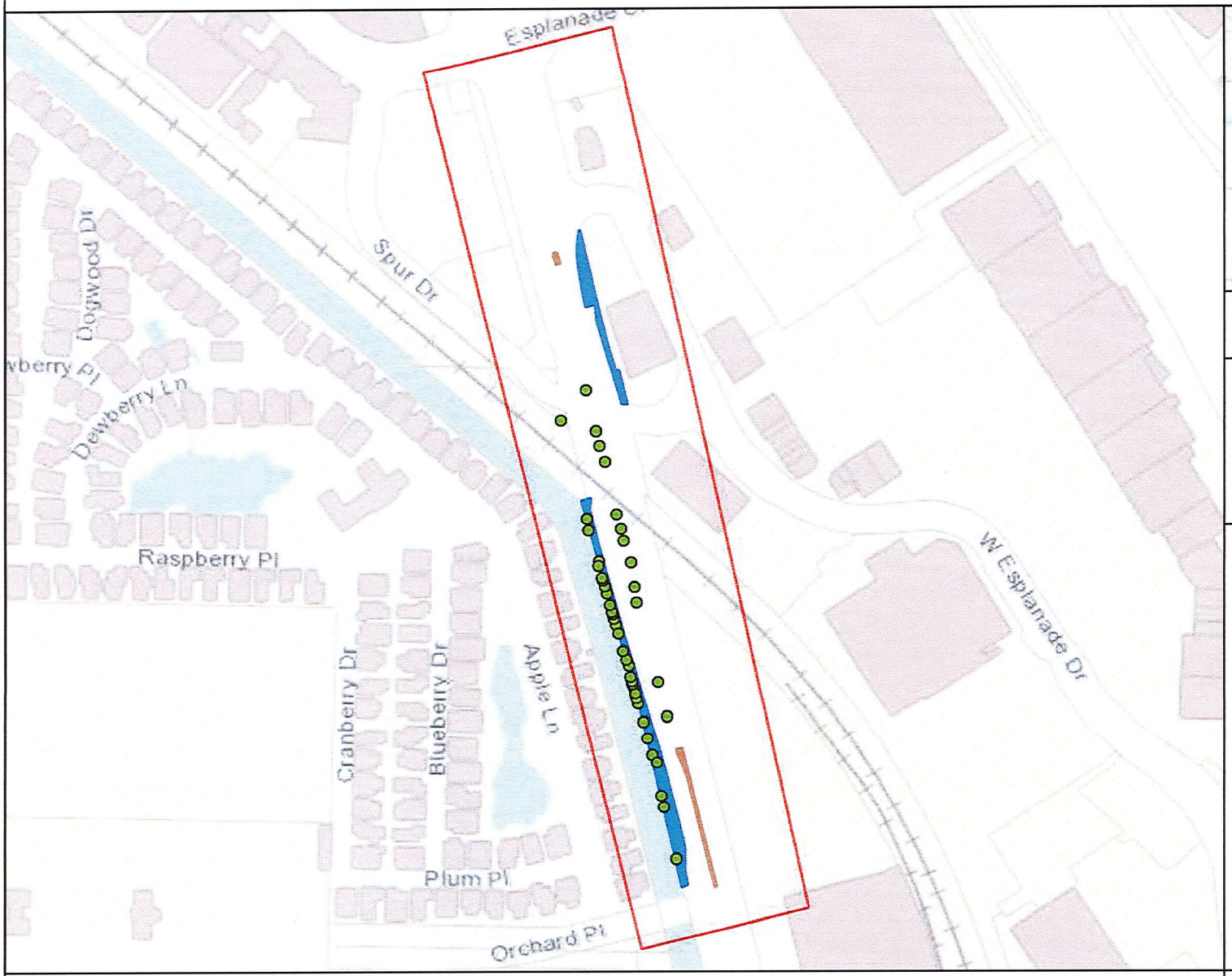
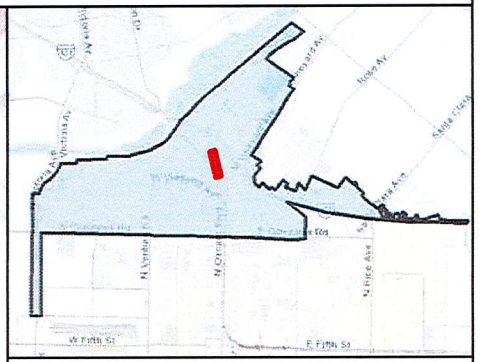
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 18 OF 33, OXNARD BL 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,837 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,331 SQ FT
~0.03 ACRES

PROJECT TREES:
45 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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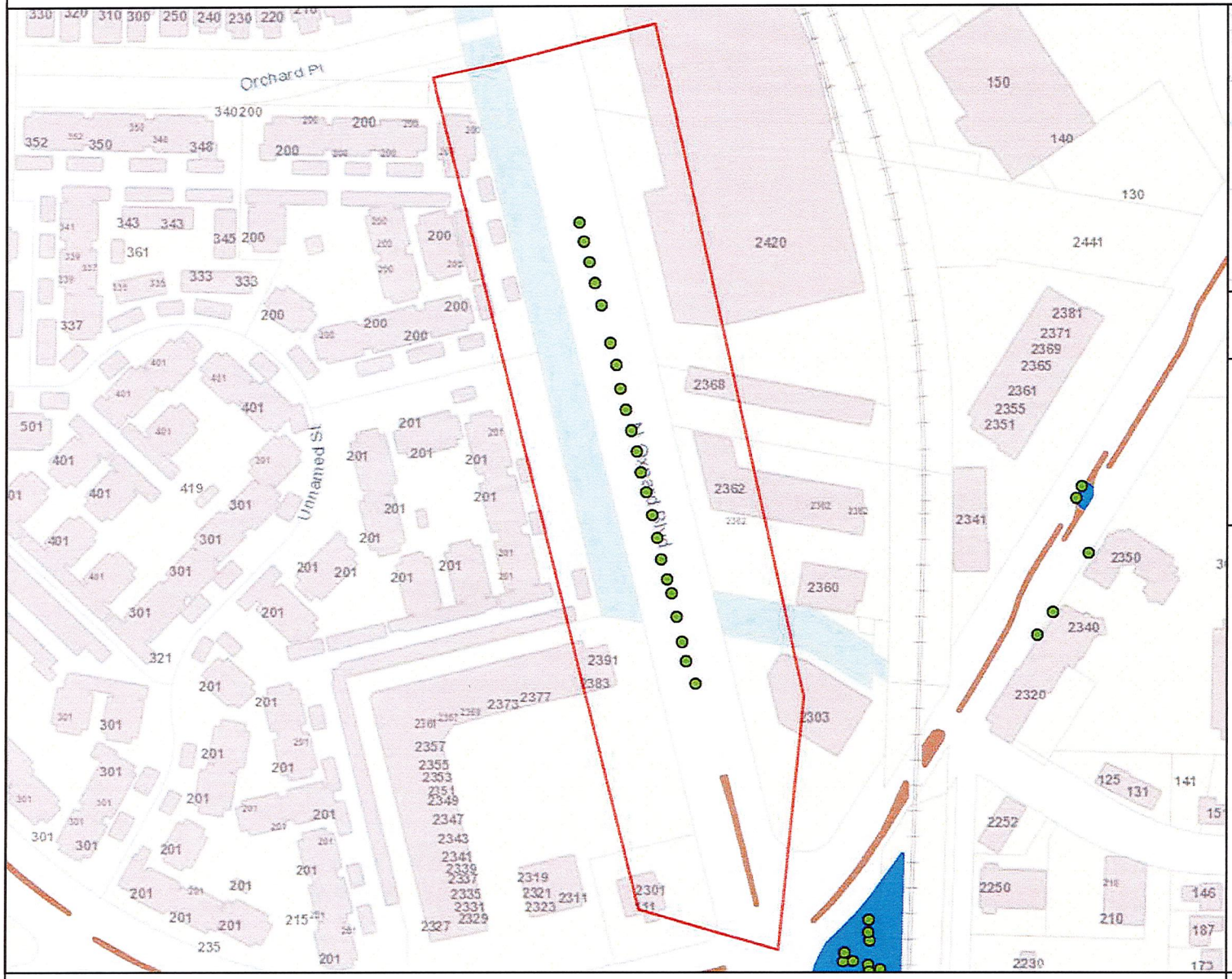
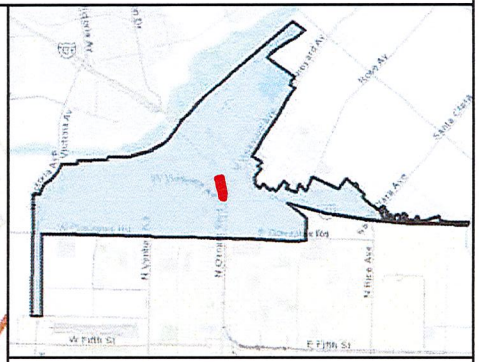
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 19 OF 33, OXNARD BL 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

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

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,053 SQ FT
~0.02 ACRES

PROJECT TREES:
22 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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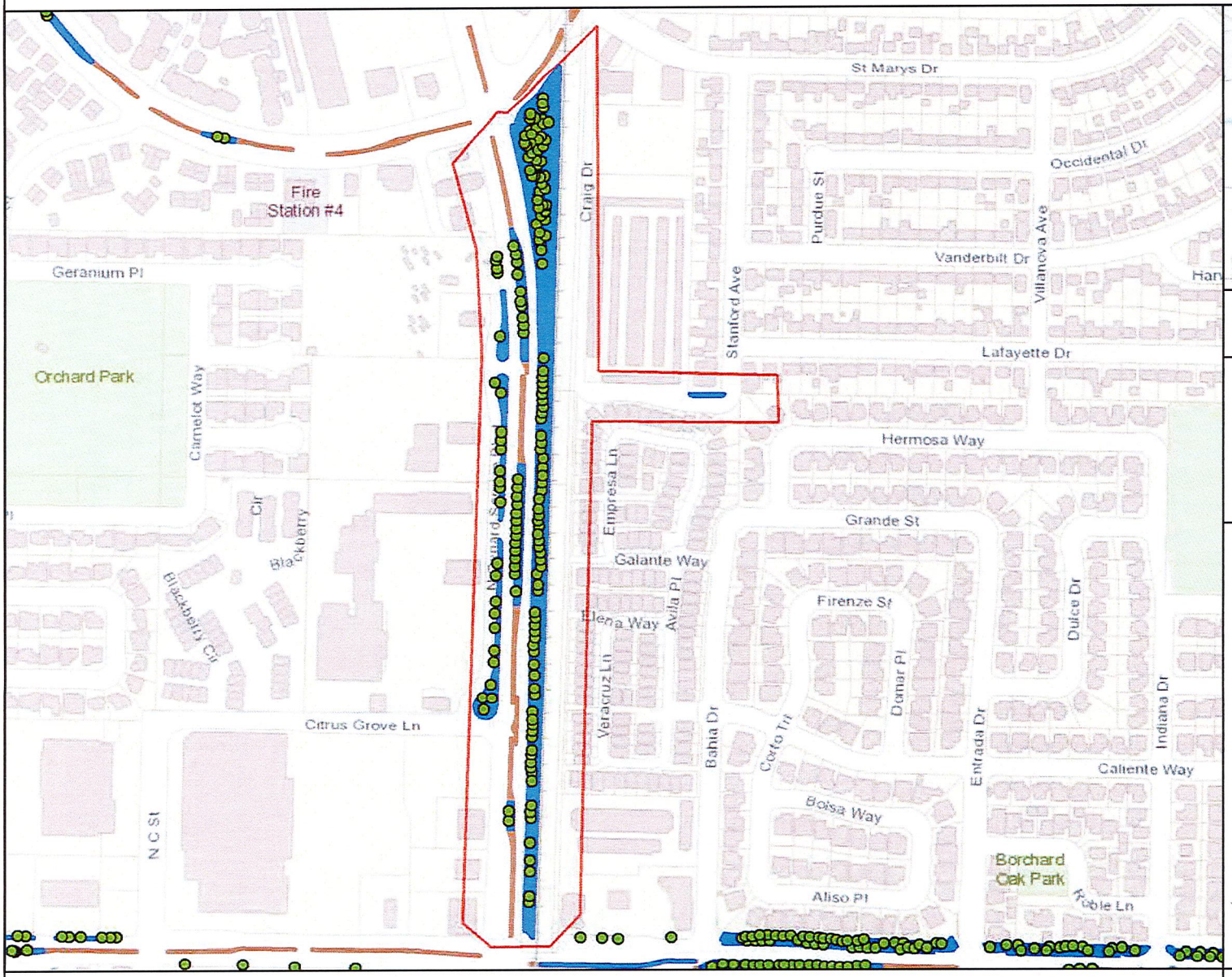
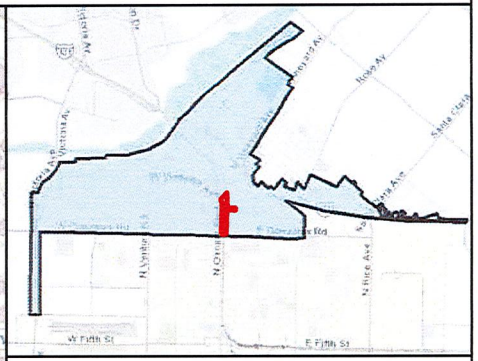
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 20 OF 33, OXNARD BL 4





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~176,589 SQ FT
~4.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,410 SQ FT
~0.22 ACRES

PROJECT TREES:
164 TREES

CITY OF OXNARD CALIFORNIA

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

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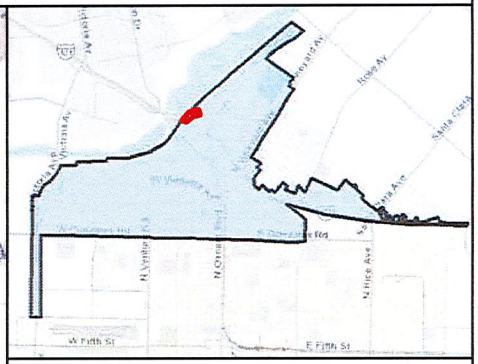
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 21 OF 33, VENTURA 1



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,546 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,266 SQ FT
~0.03 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

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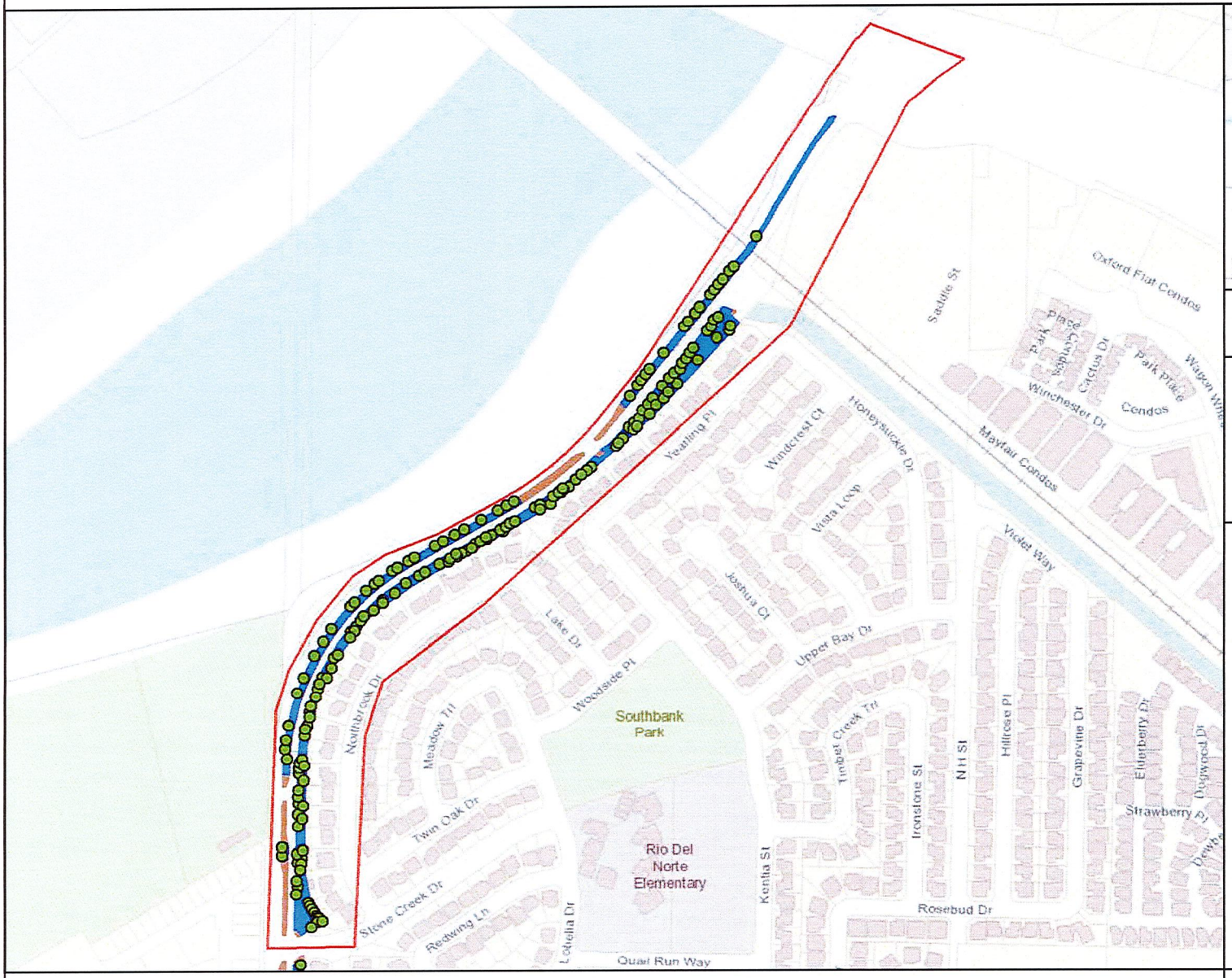
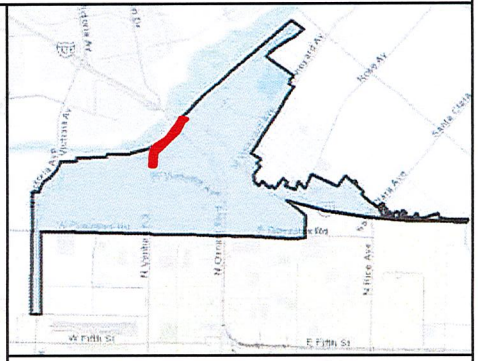
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 22 OF 33, VENTURA 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~110,625 SQ FT
~2.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~34,747 SQ FT
~0.8 ACRES

PROJECT TREES:
168 TREES

CITY OF OXNARD CALIFORNIA

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

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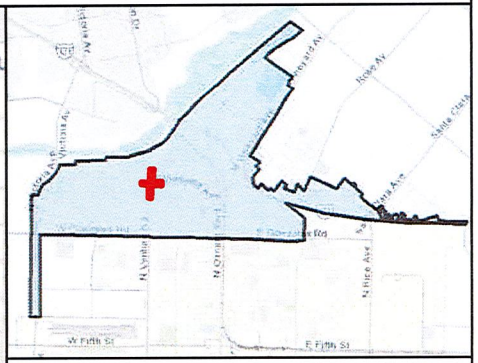
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 23 OF 33, VENTURA 3/ VINEYARD 4



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~87,004 SQ FT
~2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~57,850 SQ FT
~1.33 ACRES

PROJECT TREES:
133 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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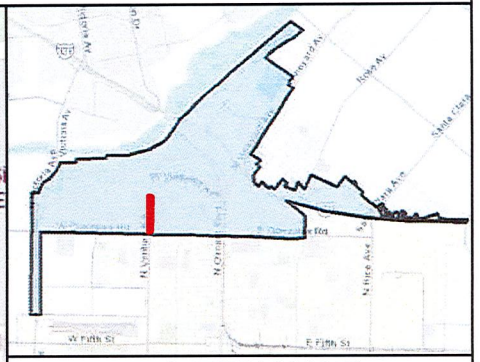
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 24 OF 33, VENTURA 4



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,783 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,420 SQ FT
~0.22 ACRES

PROJECT TREES:
25 TREES

CITY OF OXNARD CALIFORNIA

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

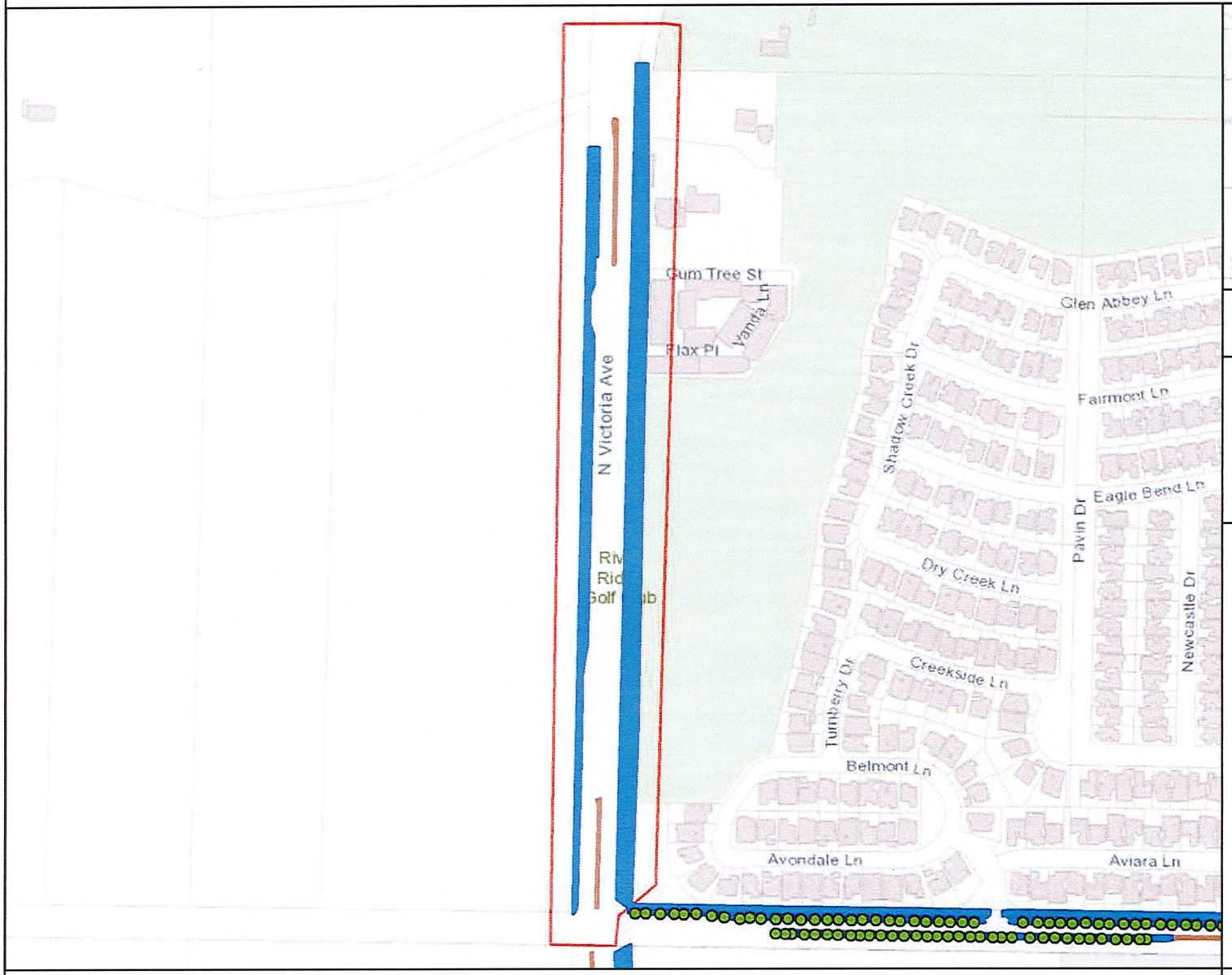
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in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

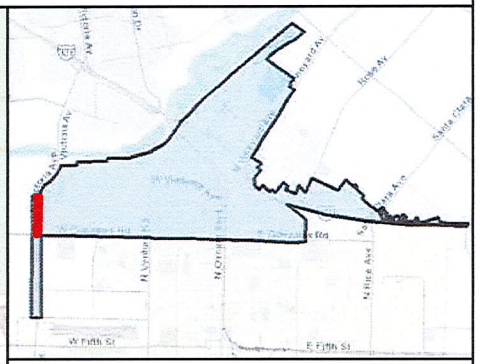
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 25 OF 33, VICTORIA 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~165,430 SQ FT
~3.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,615 SQ FT
~0.08 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

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

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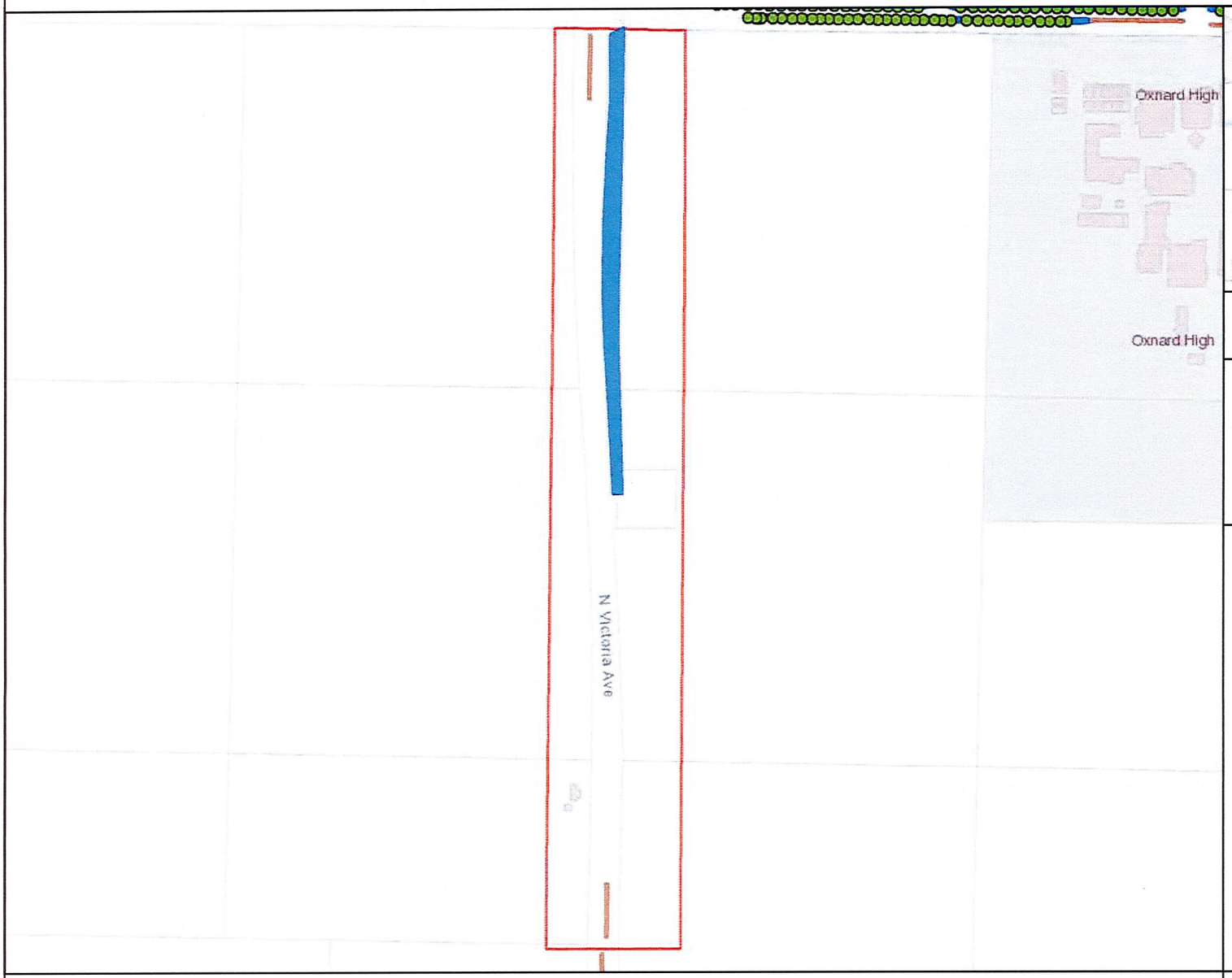
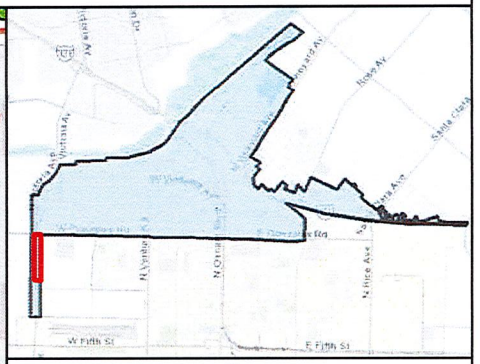
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 26 OF 33, VICTORIA 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,184 SQ FT
~1.66 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,719 SQ FT
~0.04 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

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

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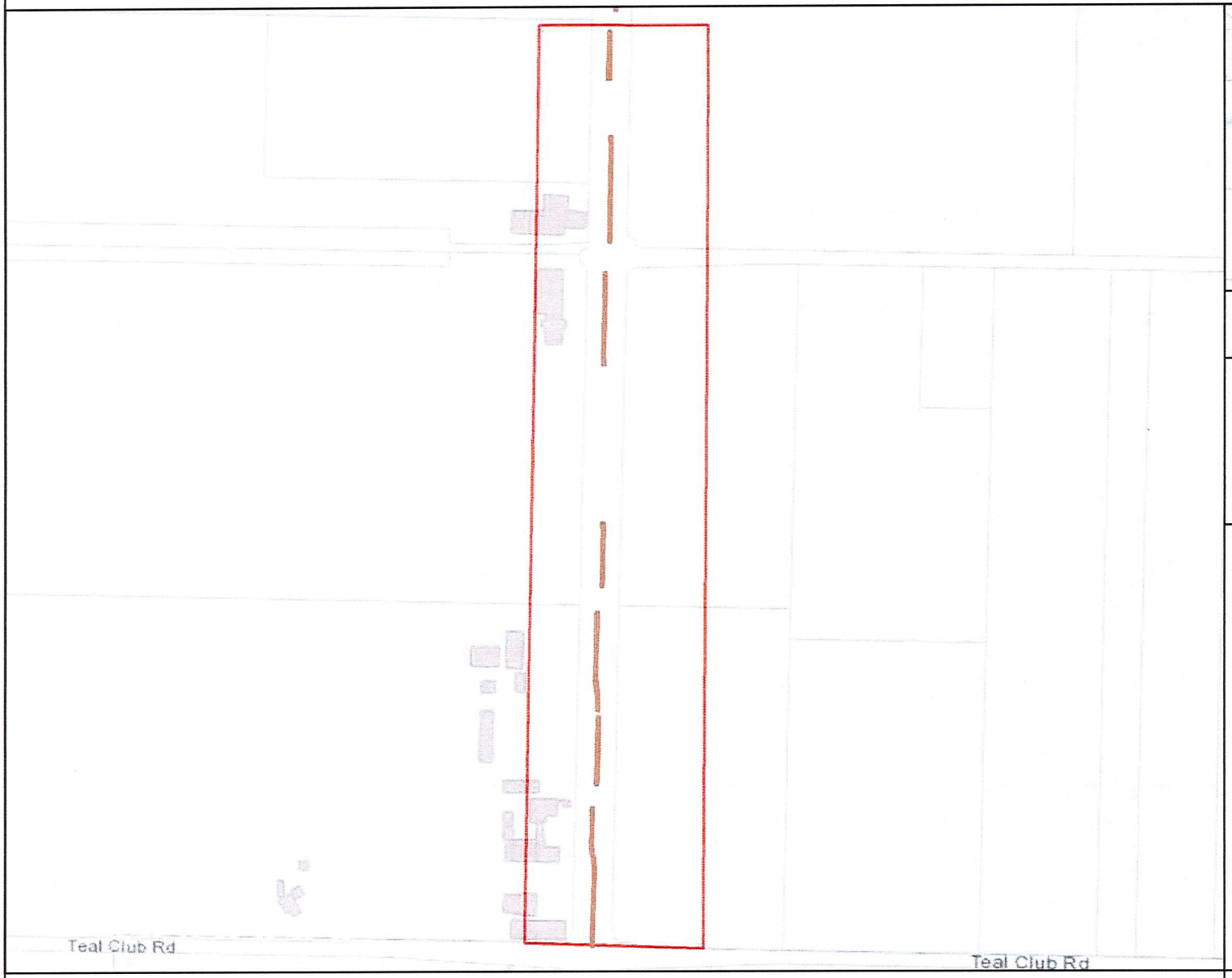
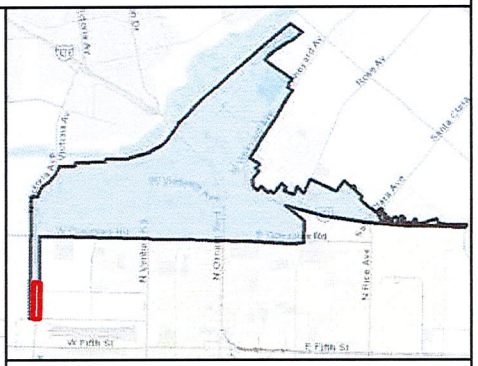
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 27 OF 33, VICTORIA 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

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

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,021 SQ FT
~0.18 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

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

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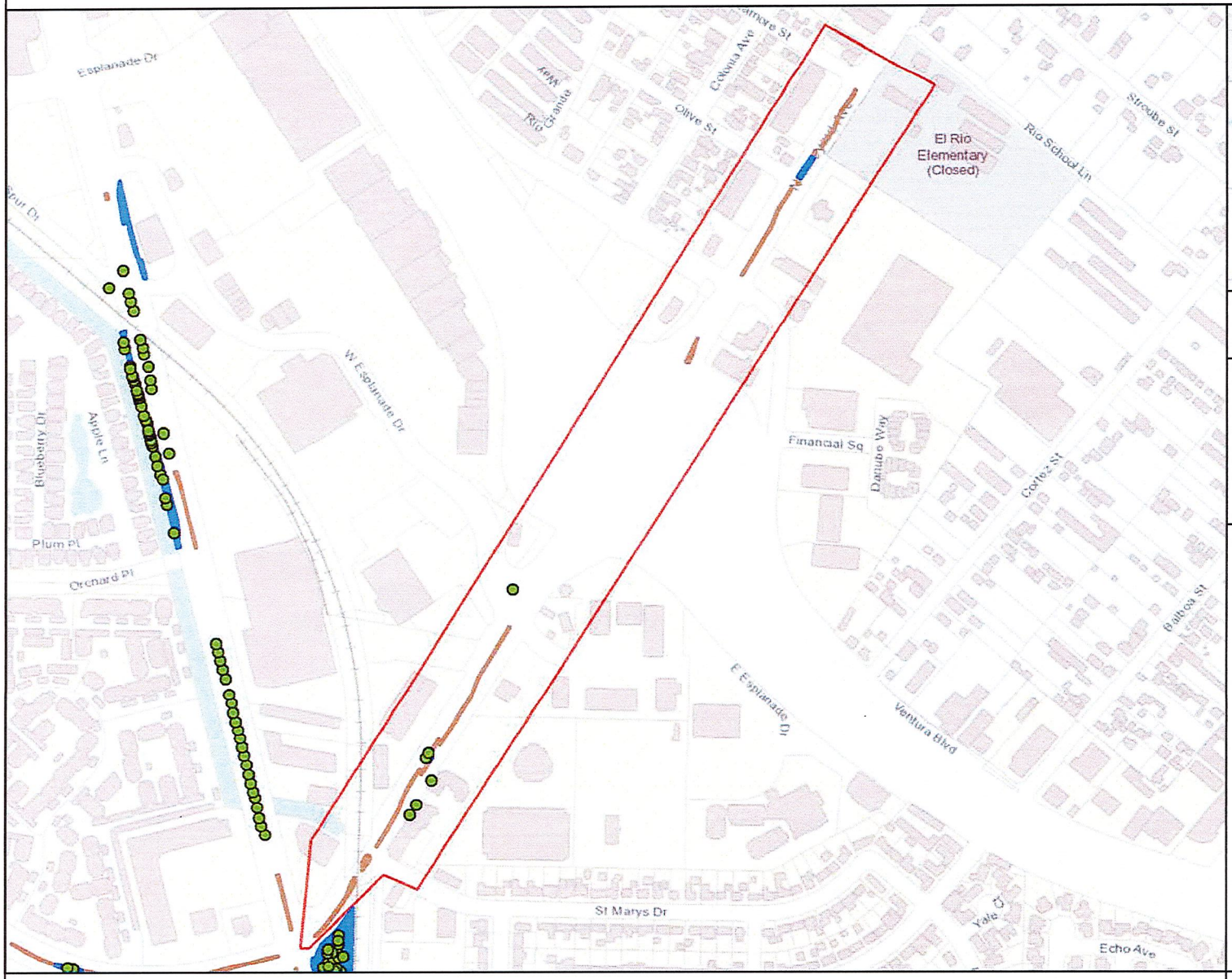
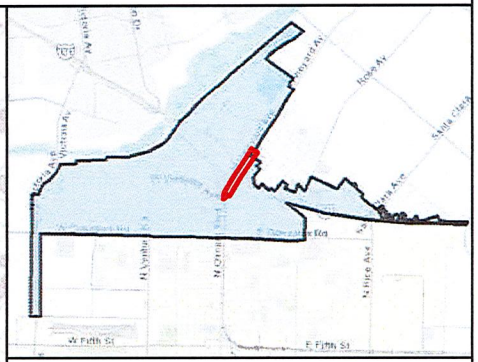
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 28 OF 33, VINEYARD 1





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,834 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,892 SQ FT
~0.23 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

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

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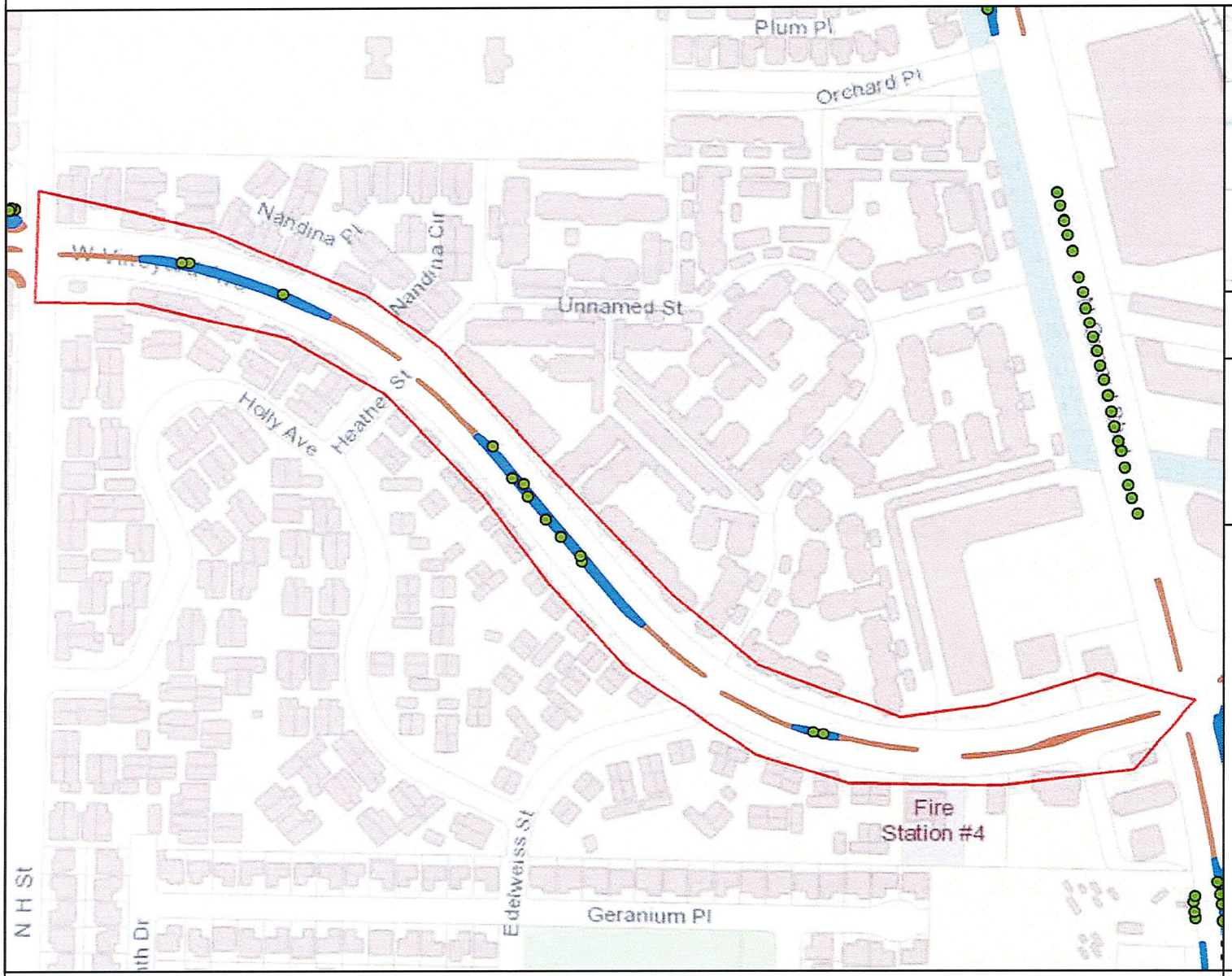
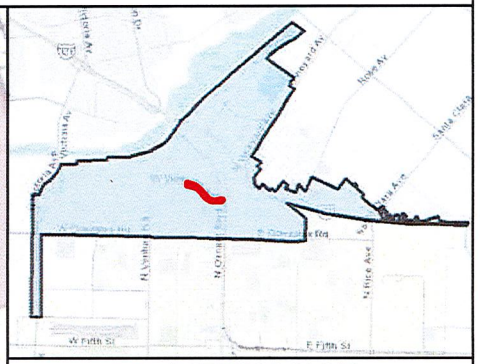
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 29 OF 33, VINEYARD 2





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,579 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,843 SQ FT
~0.18 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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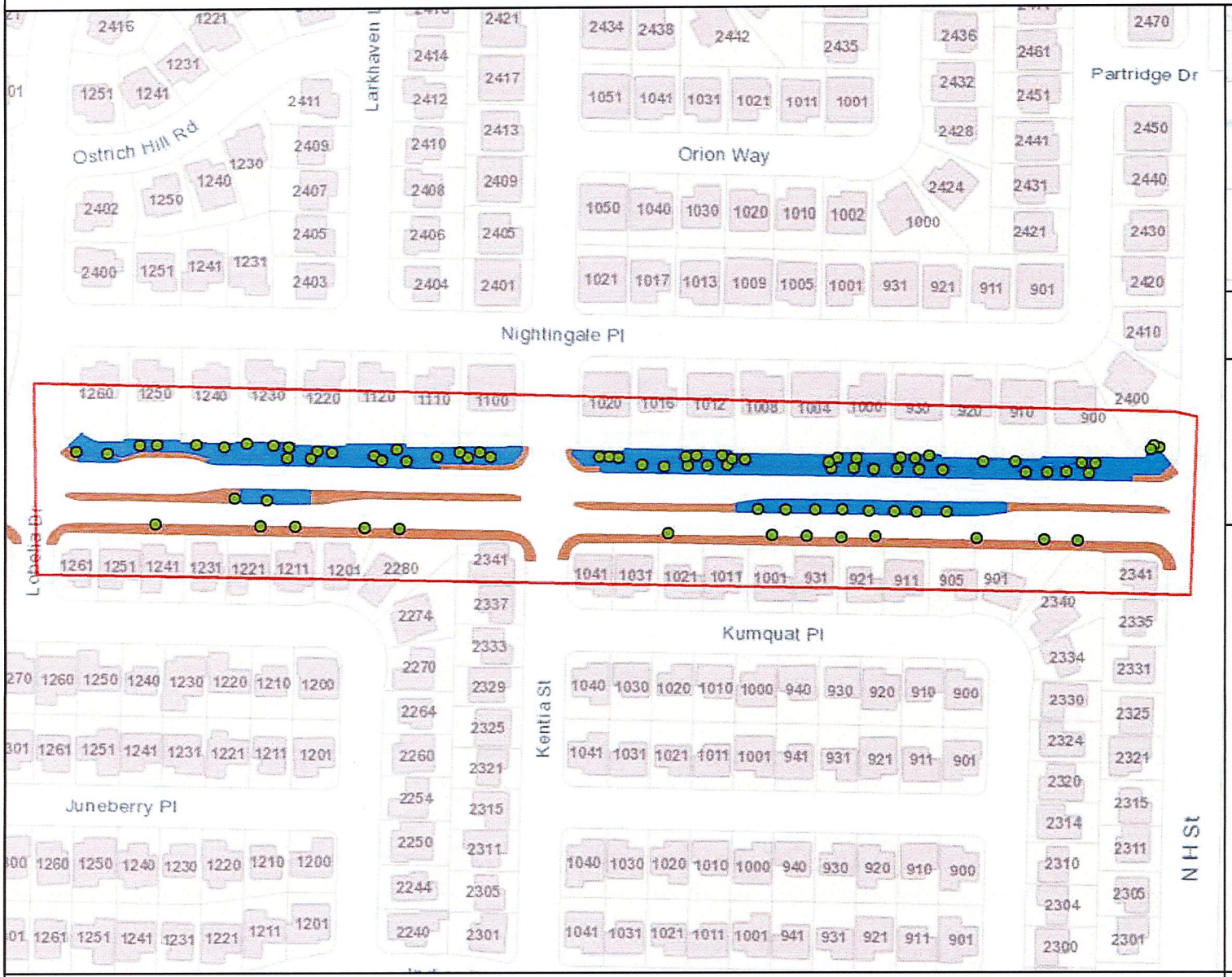
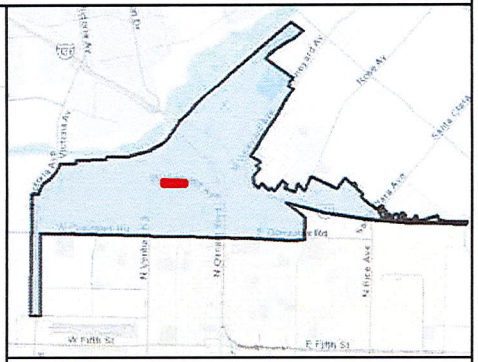
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 30 OF 33, VINEYARD 3





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~39,839 SQ FT
~0.91 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~33,497 SQ FT
~0.77 ACRES

PROJECT TREES:
81 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

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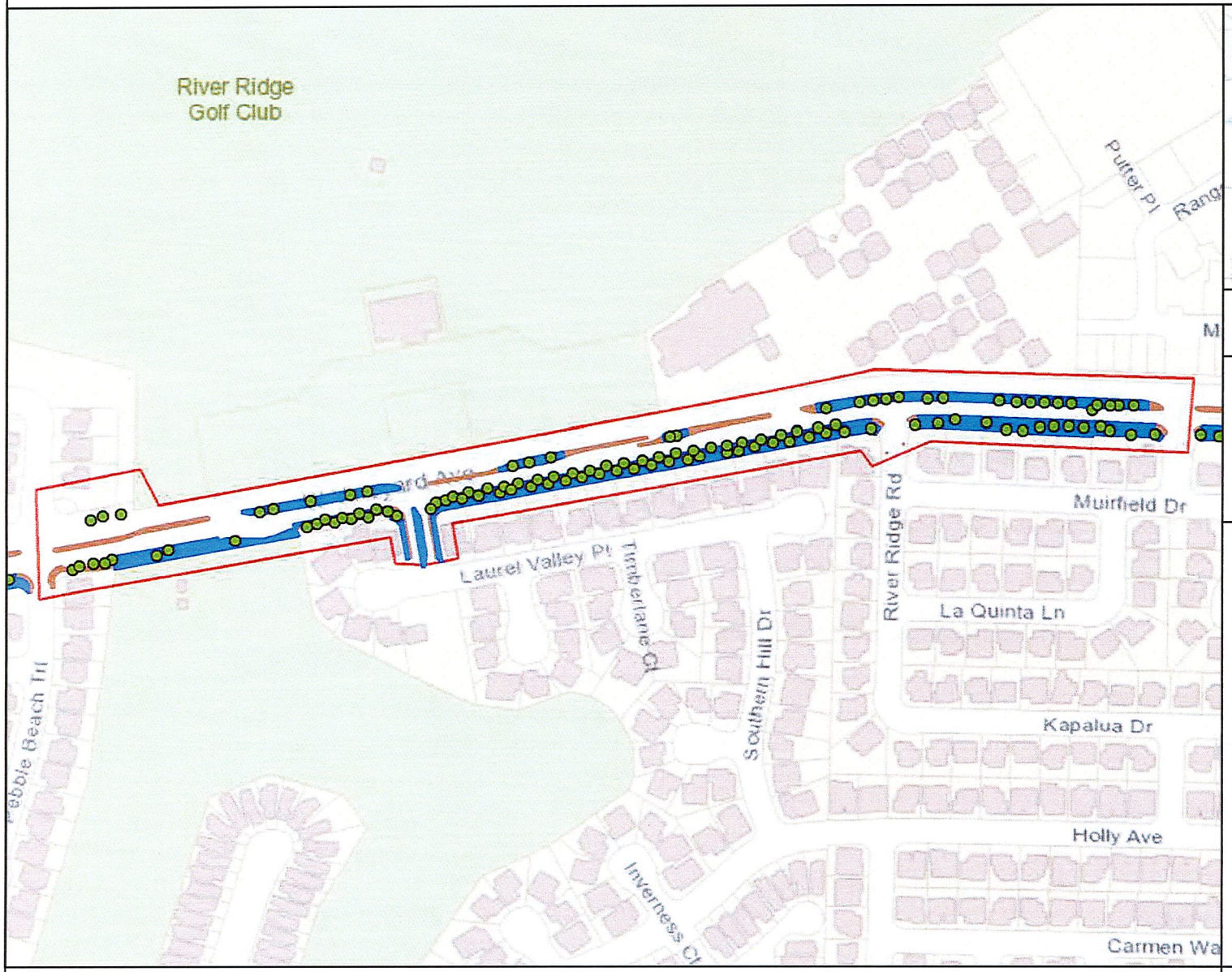
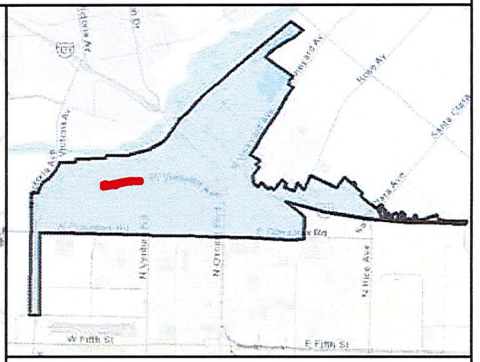
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 31 OF 33, VINEYARD 5





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,616 SQ FT
~1.62 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,918 SQ FT
~0.48 ACRES

PROJECT TREES:
114 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

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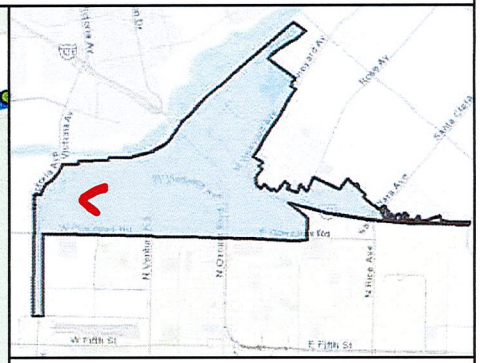
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 32 OF 33, VINEYARD 6



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~111,351 SQ FT
~2.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,844 SQ FT
~0.46 ACRES

PROJECT TREES:
270 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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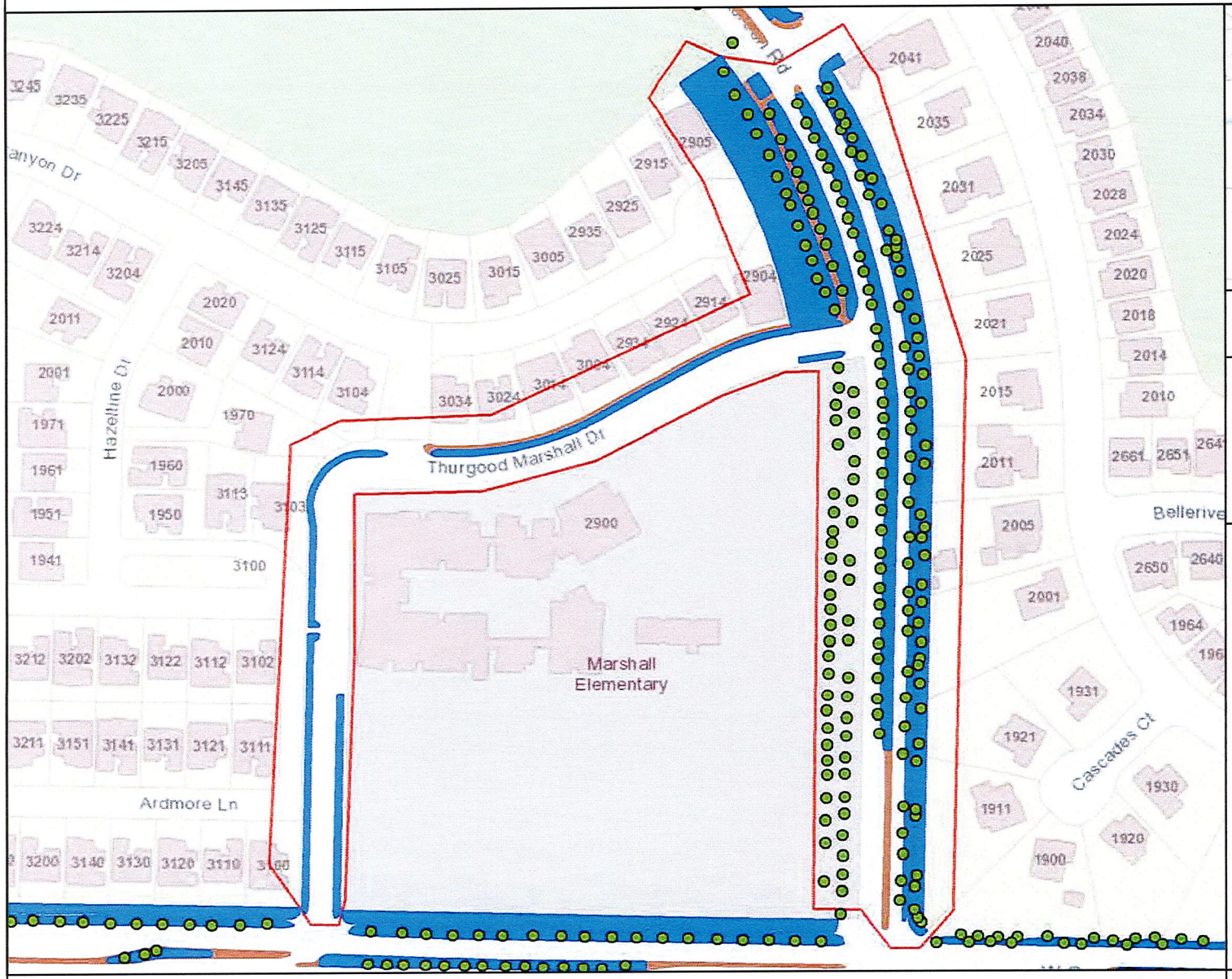
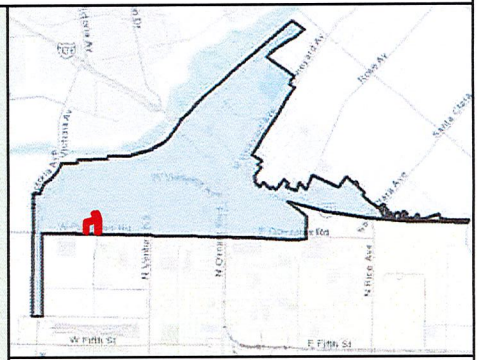
N W E S

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

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

REGION 1 WORK DETAIL: PAGE 33 OF 33, VINEYARD 7/ THURGOOD MARSHALL





MAINTENANCE TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~93,862 SQ FT
~2.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,964 SQ FT
~0.27 ACRES

PROJECT TREES:
181 TREES

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

CITY OF OXNARD CALIFORNIA

0 200 400 600 Feet

N W E S

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

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor.

City and Vendor agree as follows:

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

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

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

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

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

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

[Signatures on next page]

COUNCIL APPROVED
9/6/22
DATE

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

CITY OF OXNARD

9-6-22

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

GARCIA'S LANDSCAPING MAINTENANCE, INC.

6/13/22

Pablo Garcia, President[2] Date

6/13/22

Tenley Garcia, Secretary Date

ATTEST:

R. Chaparro 9/6/22

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

APPROVED AS TO FORM:

6/23/2022

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

1

2

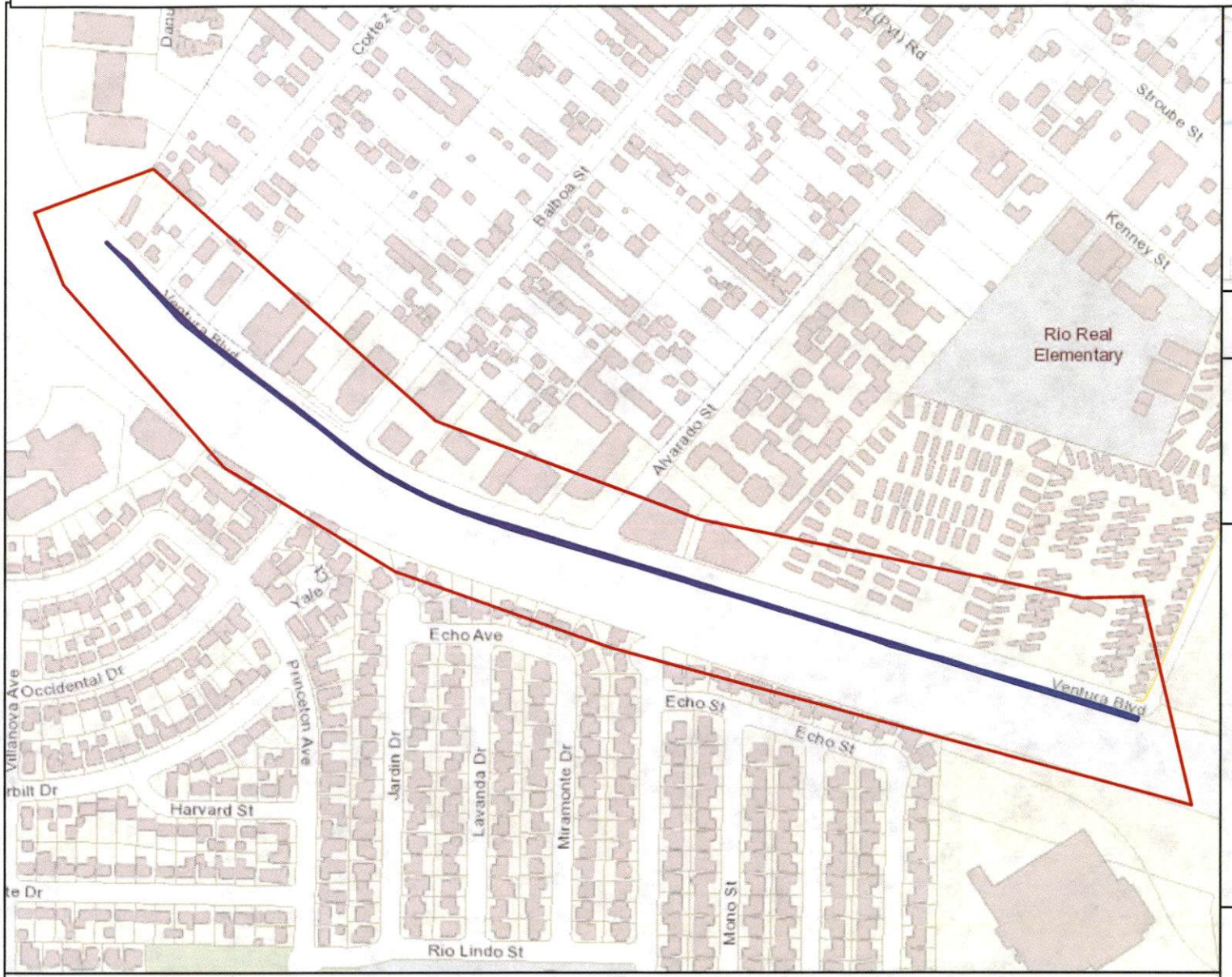
RATES AND COSTS EXHIBIT- JUNE 2022

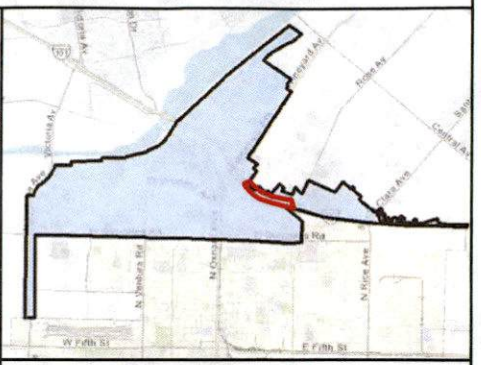
The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians and Parkways located with Region 1

	Monthly Cost
Twice Monthly Service Region 1 Areas	$69,310
Non-Selective herbicide applicate	$225/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

REGION 1 WORK DETAIL
AS OF JUNE 2022

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





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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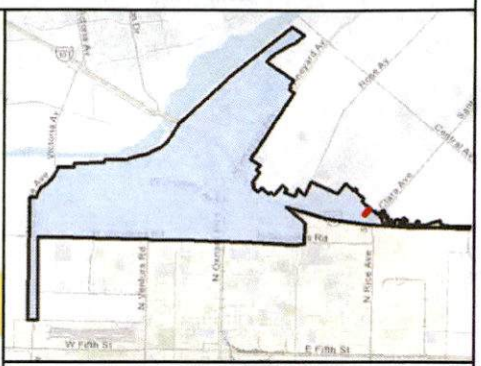
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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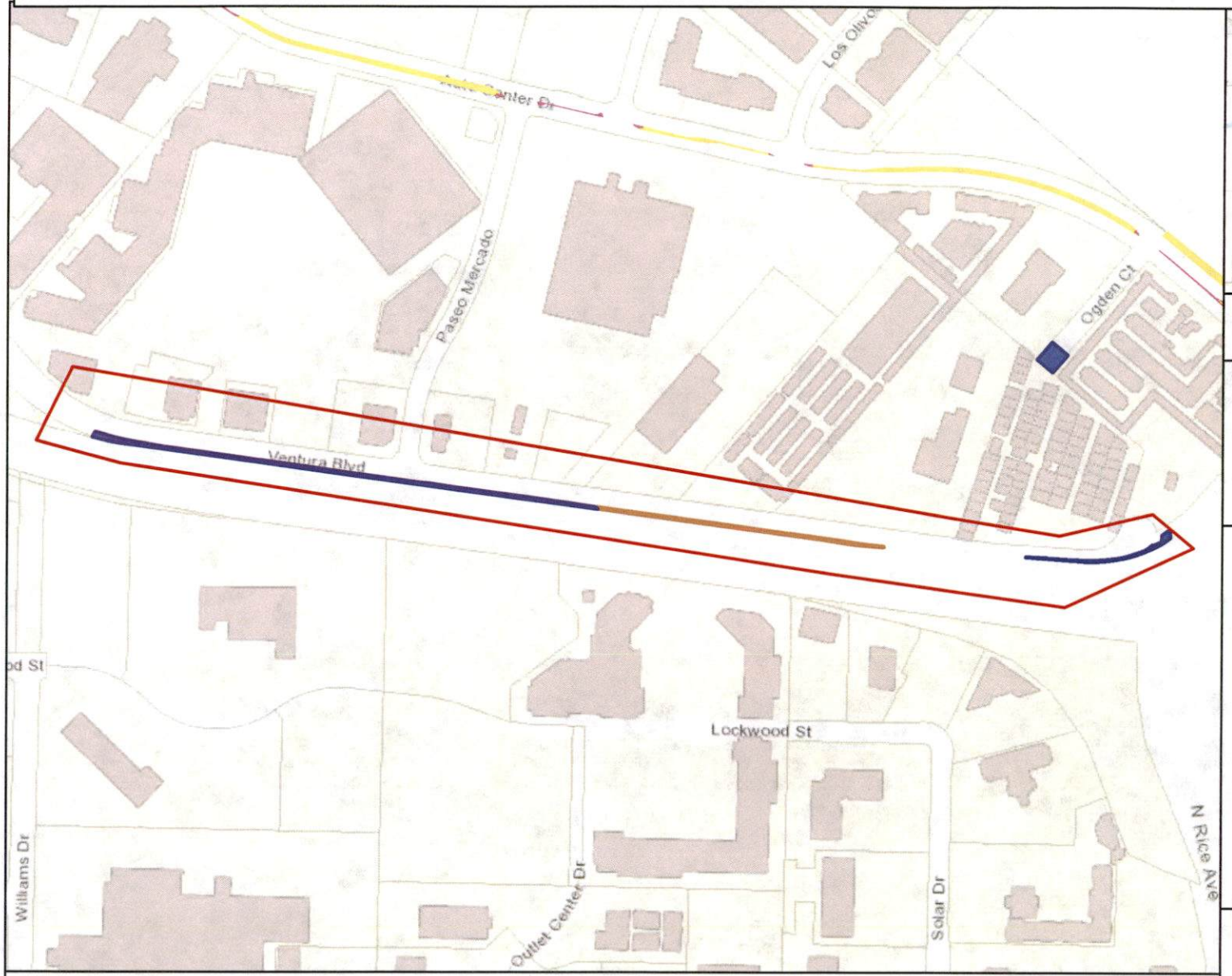
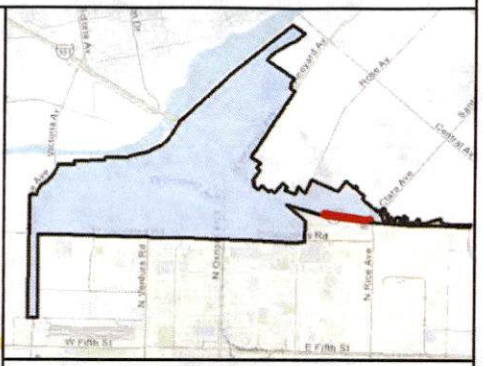
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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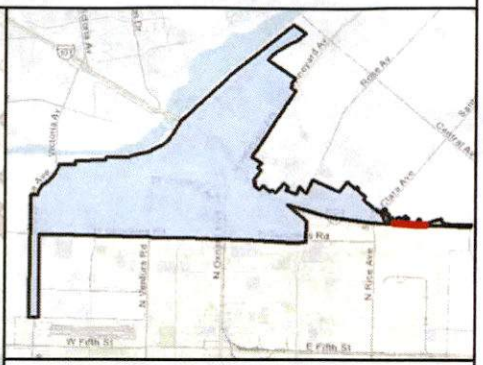
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~18,214.43 SQ FT
~0.42 ACRES

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

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

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

N

CITY OF OXNARD CALIFORNIA

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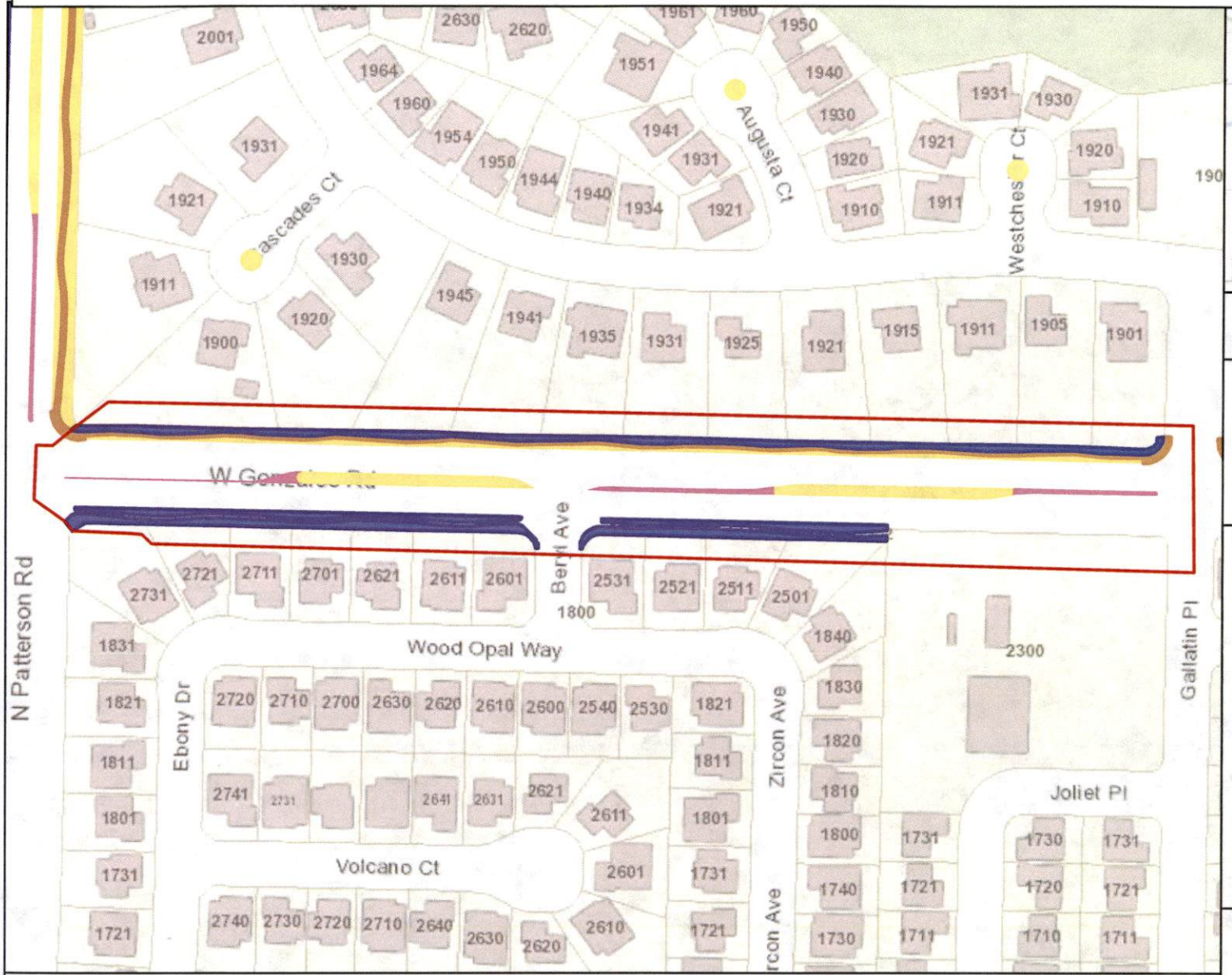
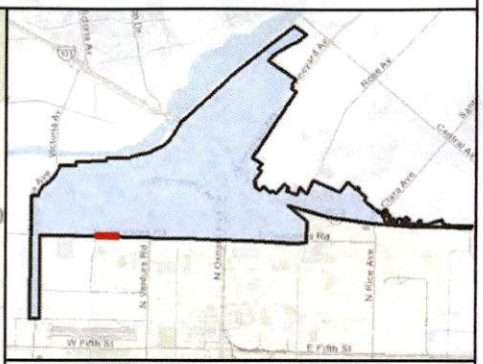
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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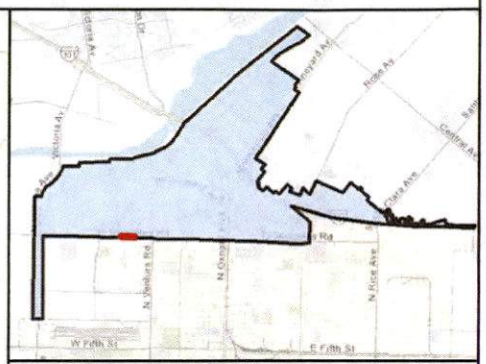
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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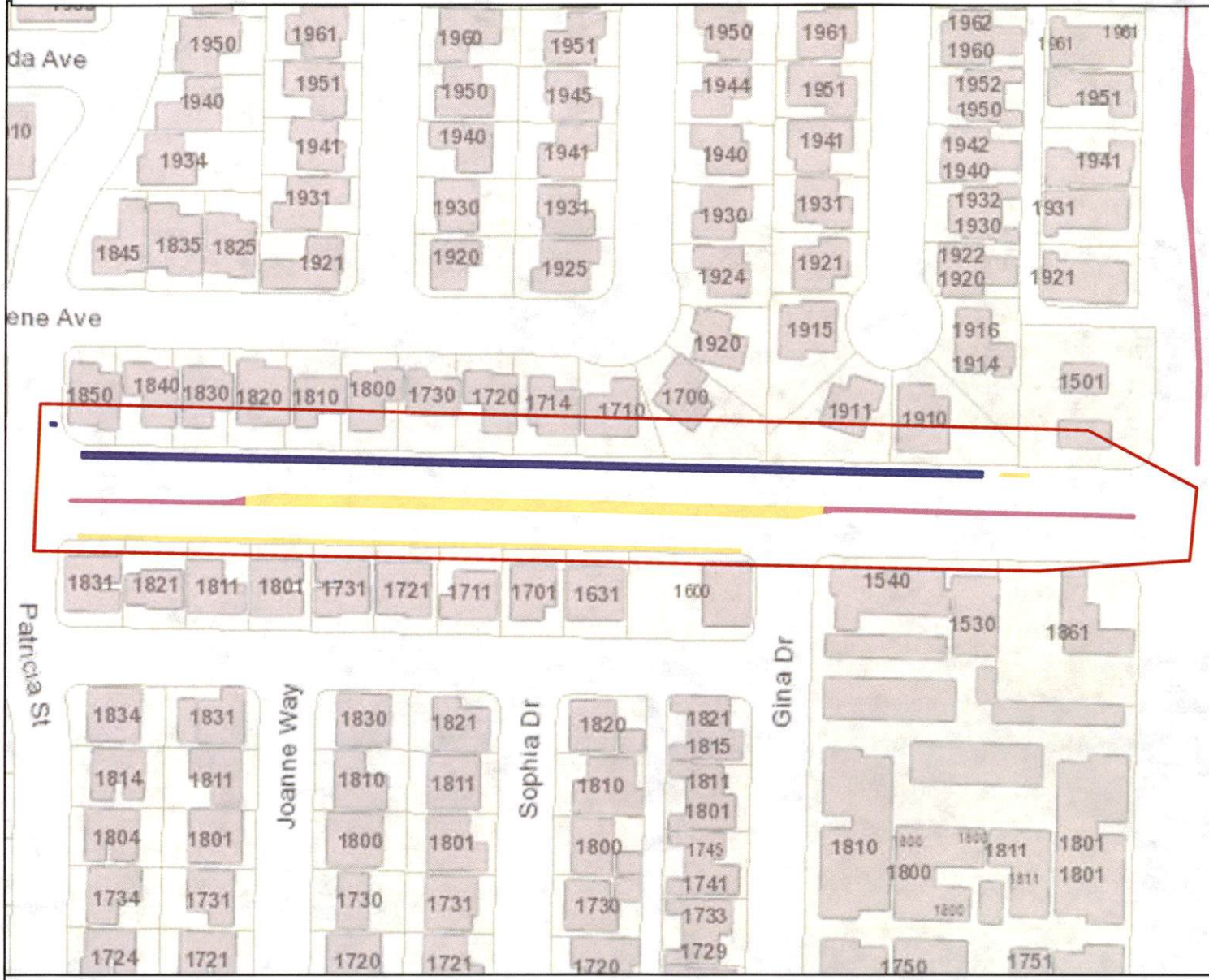
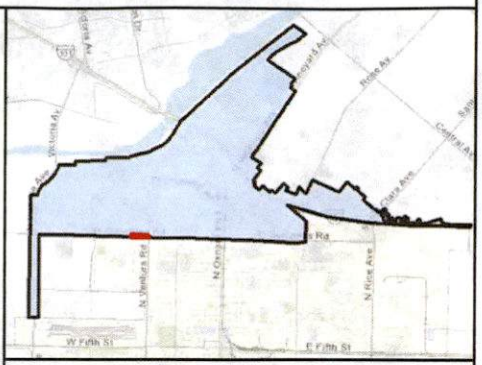
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

0 200 400 600 800 1000 1200 Feet

N

CITY OF OXNARD CALIFORNIA

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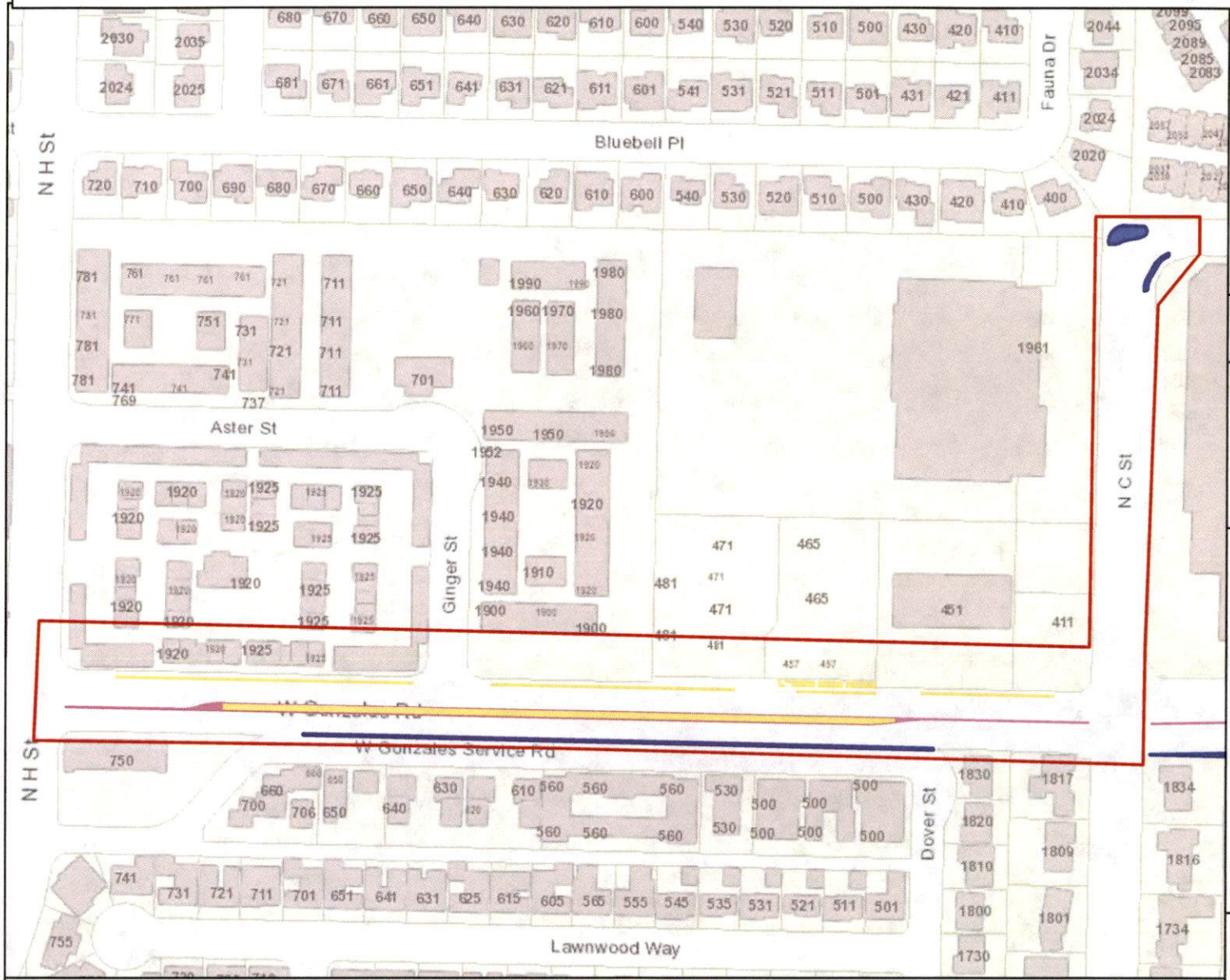
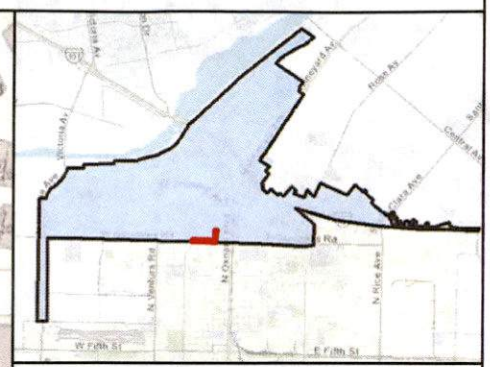
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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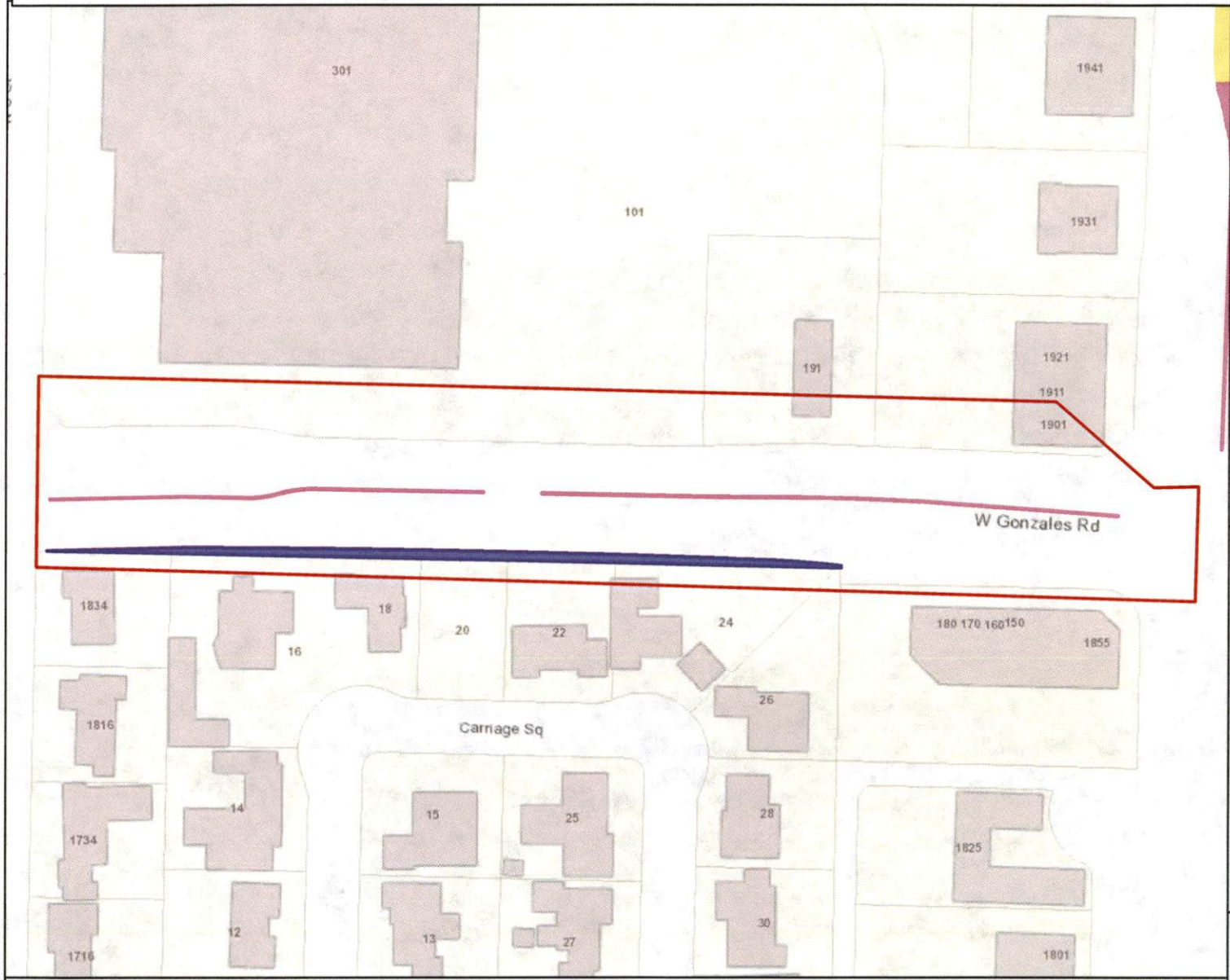
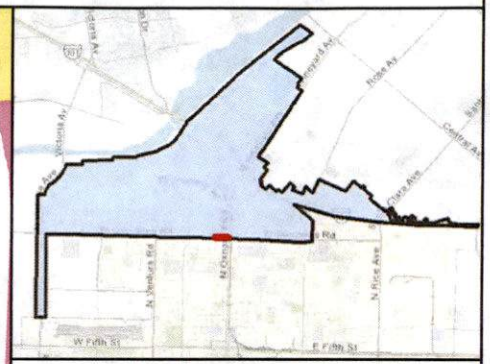
N

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

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





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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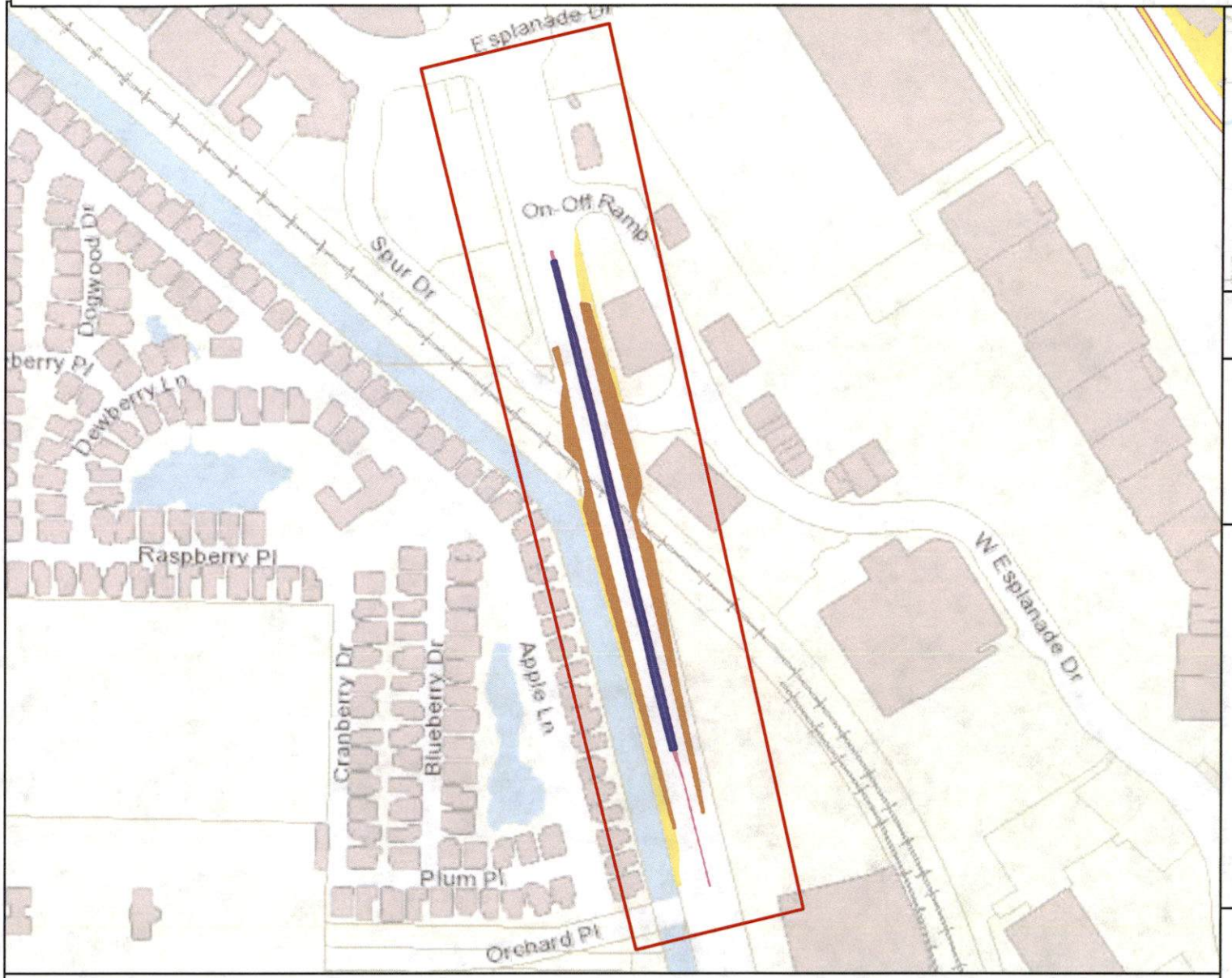
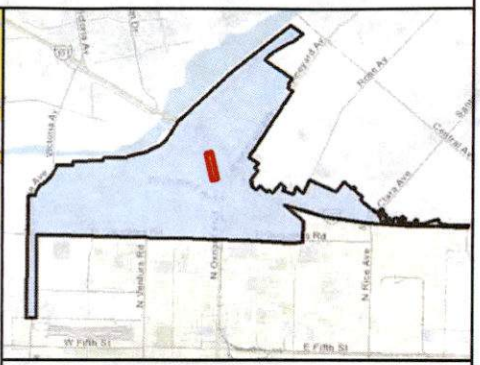
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

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

N

CITY OF OXNARD CALIFORNIA

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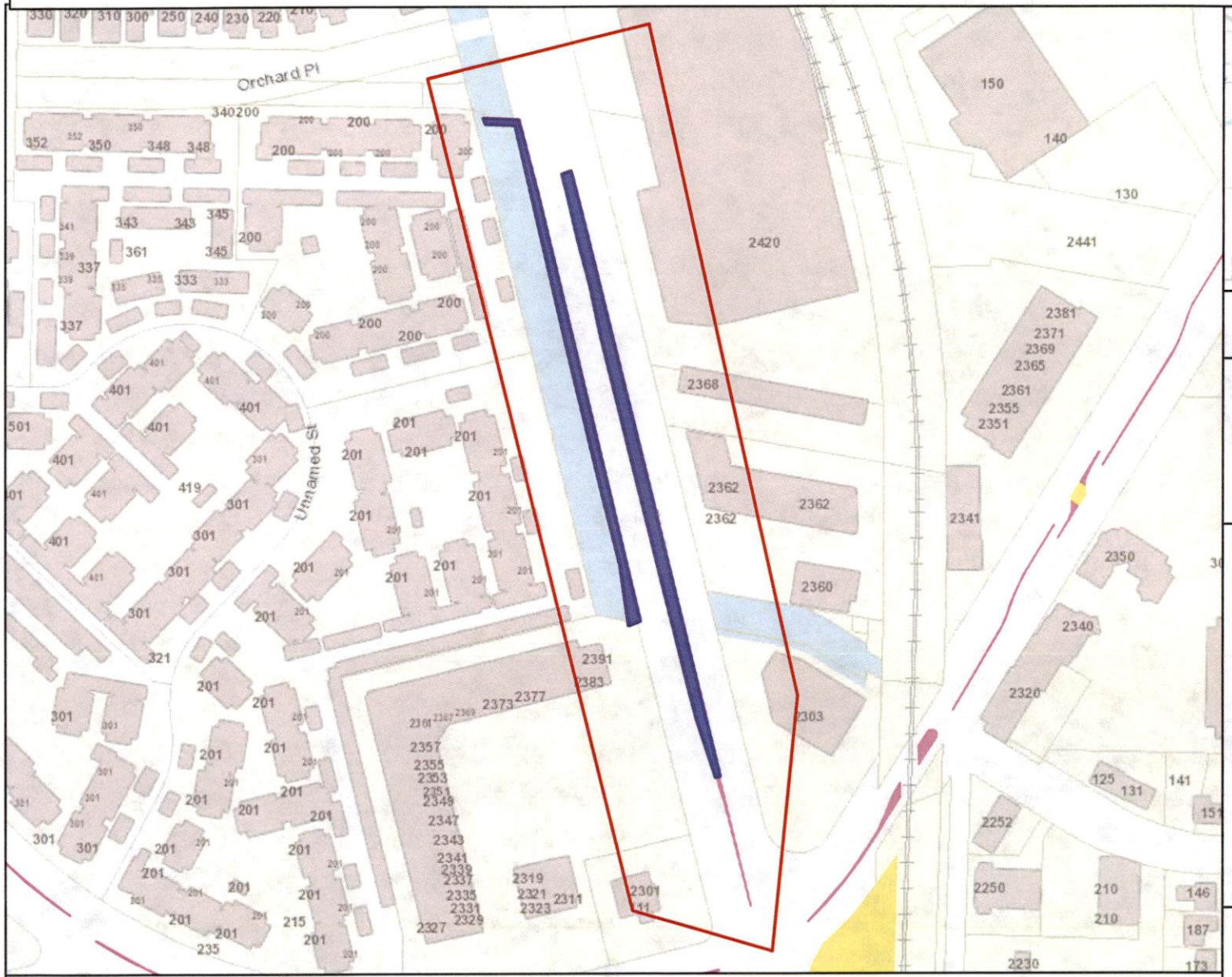
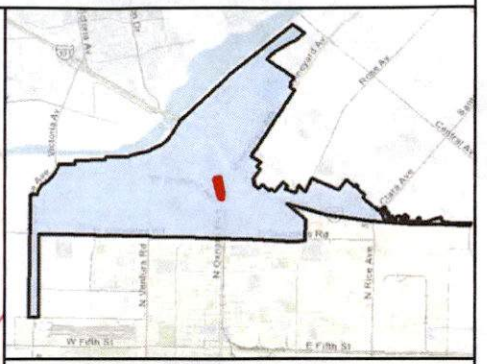
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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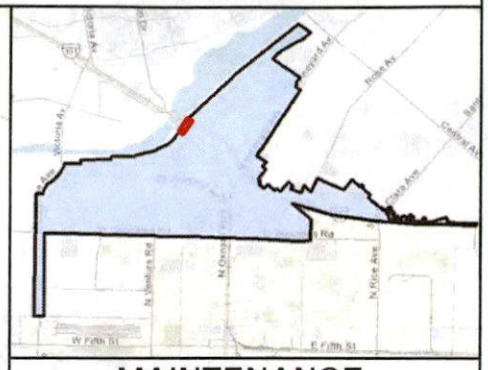
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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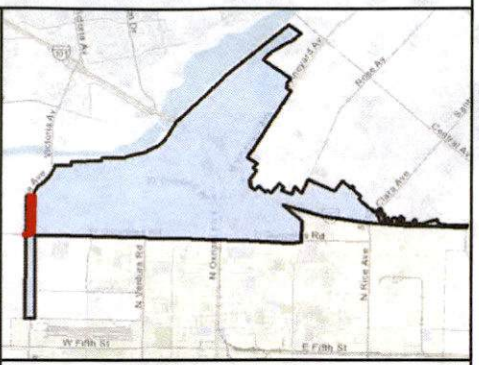
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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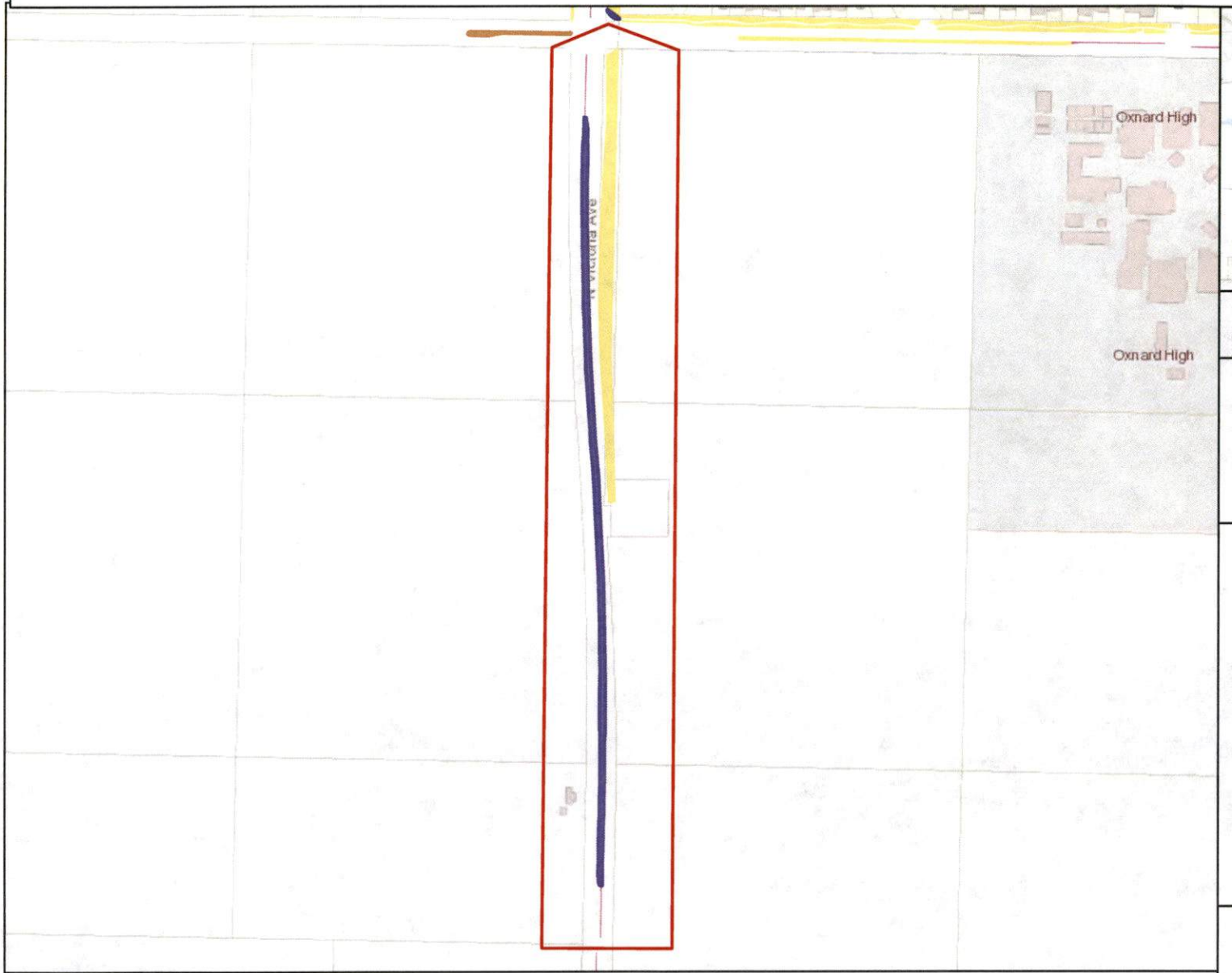
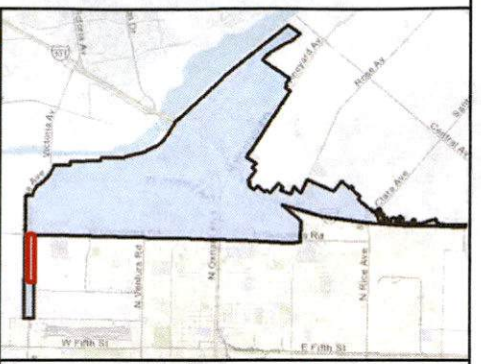
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

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

N

CITY OF OXNARD CALIFORNIA

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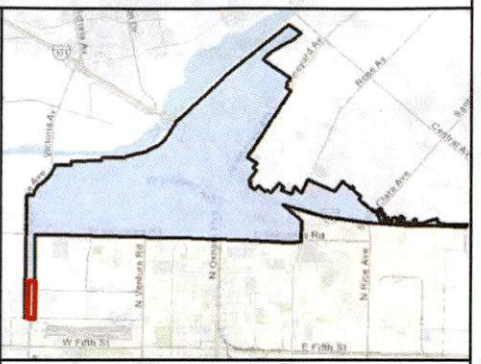
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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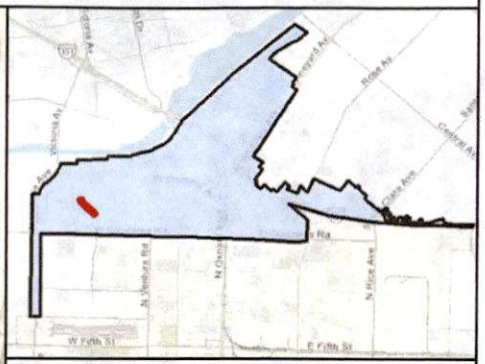
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

0 200 400 600 800 1000 1200 1400 Feet

N

CITY OF OXNARD CALIFORNIA

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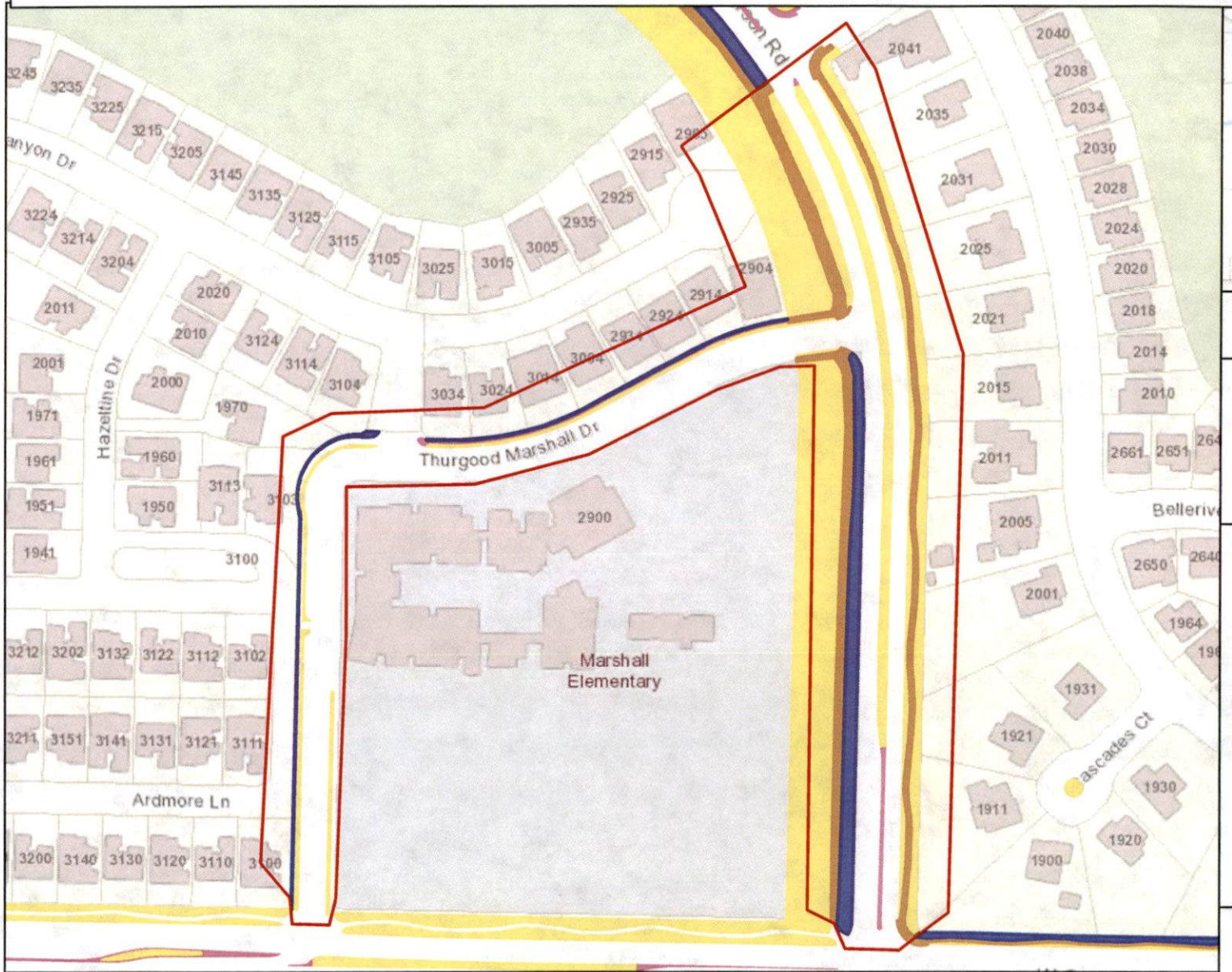
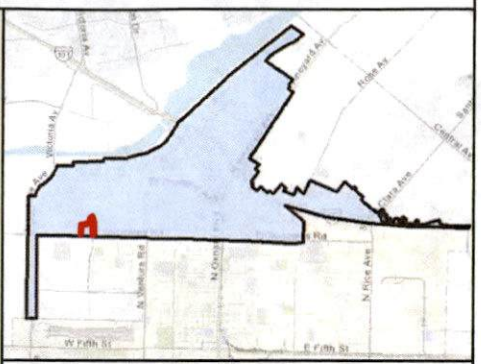
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

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





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 6.00
HARDSCAPE: 2.38

WORK TO BID ON THIS PAGE

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

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

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

CITY OF OXNARD CALIFORNIA

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

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: August 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 2

(4) Schedule of Services: Monthly Landscaping Maintenance located in Median ways located within Region 2 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $2,125,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Luis Valenzuela

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes,
Inc Attn: Luis Valenzuela
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 2 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

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

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

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

MARIPOSA LANDSCAPES, INC.

06/07/2021

Terry Noriega, President[2] Date

06/07/2021

Antonio Valenzuela, Secretary Date

ATTEST:

R. Chaparro 6/29/21

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

APPROVED AS TO FORM:

for 6-9-21

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

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

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

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

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

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

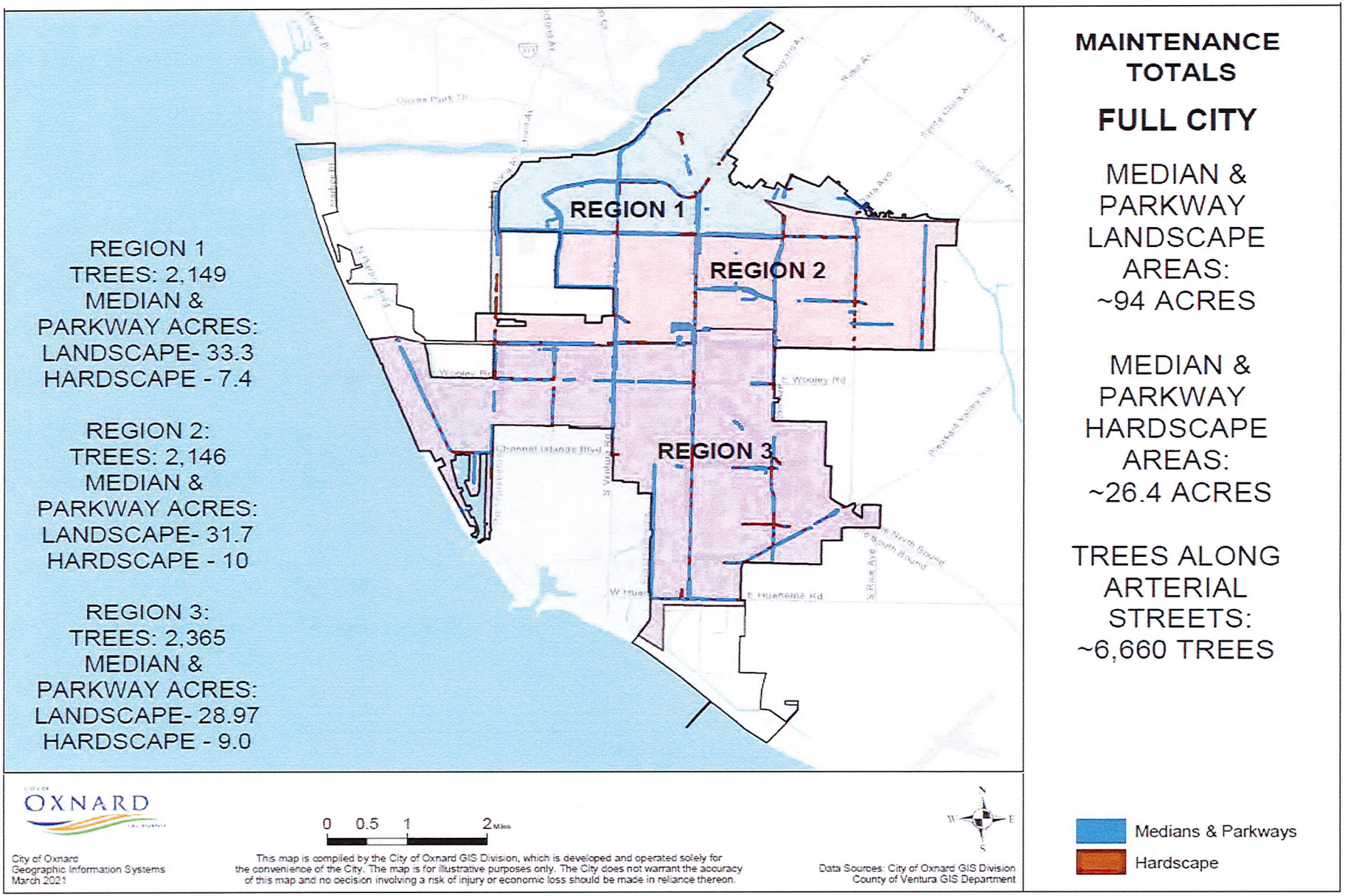
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 2

	Monthly Cost
Region 2	**$54,864.00**
Non-Selective herbicide applicate	**$1,800/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**


REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4
REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10
REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0
REGION 1
REGION 2
REGION 3
MAINTENANCE TOTALS
FULL CITY
MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES
TREES ALONG ARTERIAL STREETS: ~6,660 TREES
OXNARD
0 0.5 1 2 Miles
City of Oxnard
Geographic Information Systems
March 2021
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
Medians & Parkways
Hardscape

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE $1,000,000 INJURY $ n) INJURY $ ent) TY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
_____
Telephone: (___) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

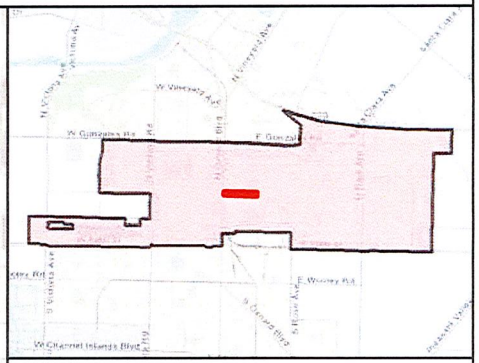
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 2 WORK DETAIL: PAGE 1 OF 49, CAMINO DEL SOL 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~106,882 SQ FT
~2.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,113 SQ FT
~0.44 ACRES

PROJECT TREES:
252 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

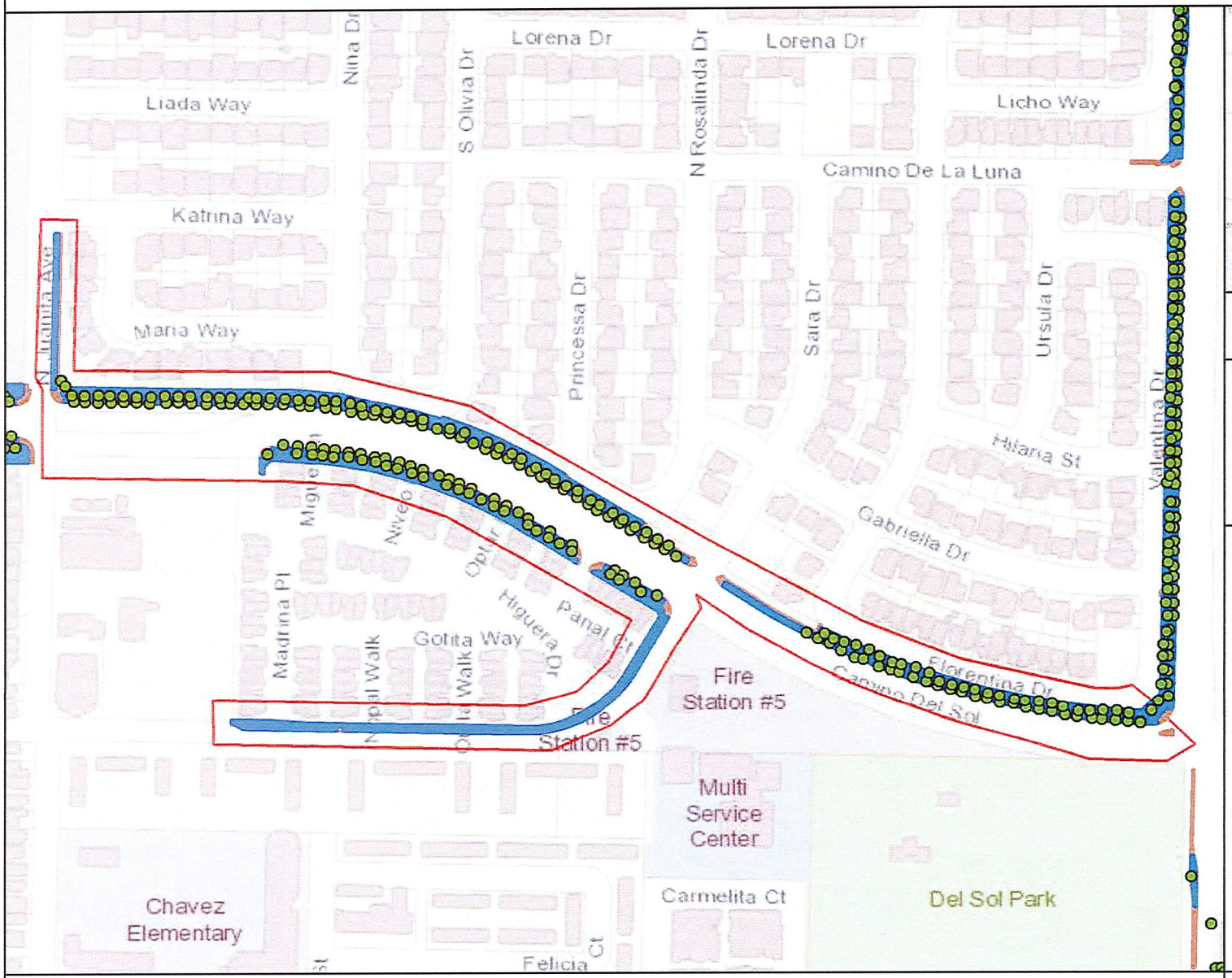
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

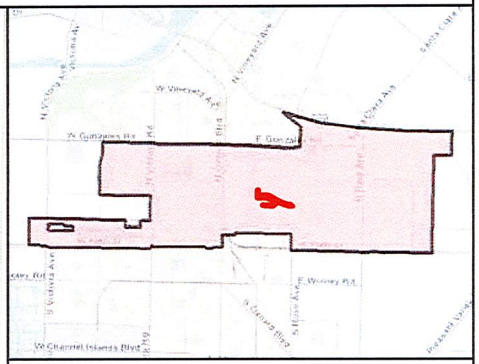
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 2 OF 49, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~101,928 SQ FT
~2.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~29,362 SQ FT
~0.67 ACRES

PROJECT TREES:
206 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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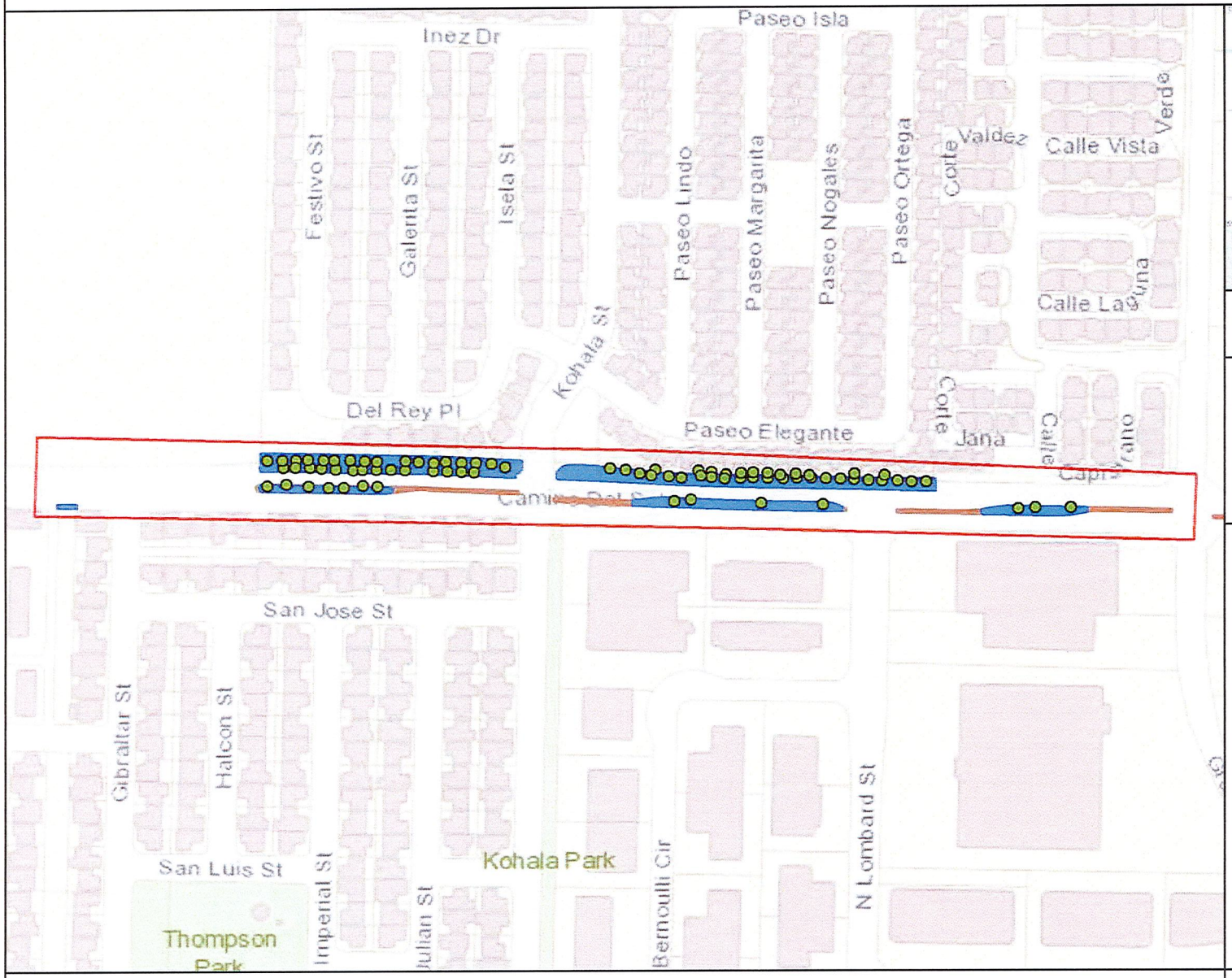
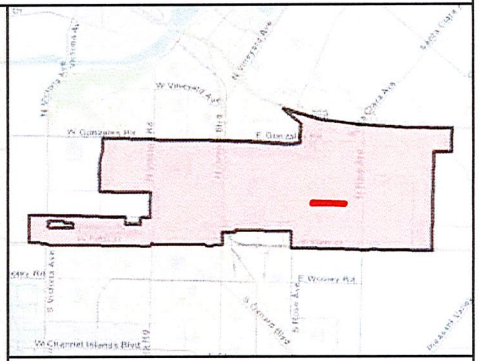
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 3 OF 49, CAMINO DEL SOL 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,259 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,190 SQ FT
~0.12 ACRES

PROJECT TREES:
80 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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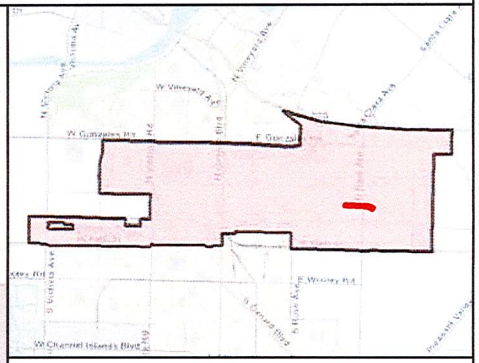
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 4 OF 49, CAMINO DEL SOL 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,369 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,736 SQ FT
~0.11 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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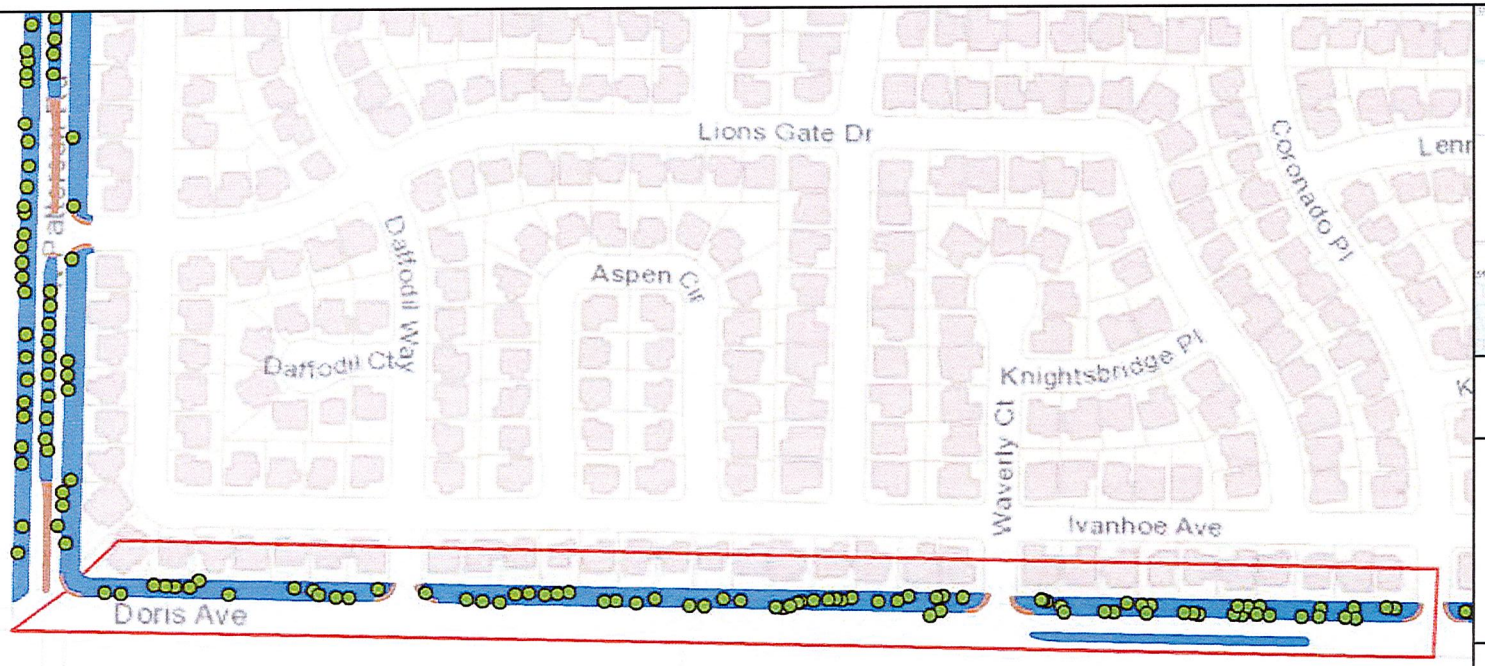
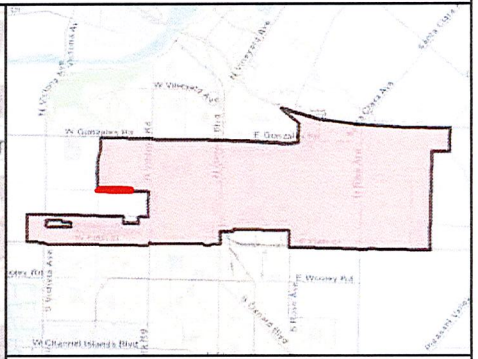
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 5 OF 49, DORIS AVE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,788 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,920 SQ FT
~0.32 ACRES

PROJECT TREES:
78 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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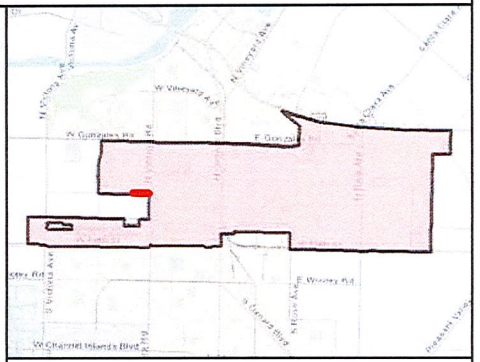
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 6 OF 49, DORIS AVE 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,077 SQ FT
~0.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,759 SQ FT
~0.18 ACRES

PROJECT TREES:
60 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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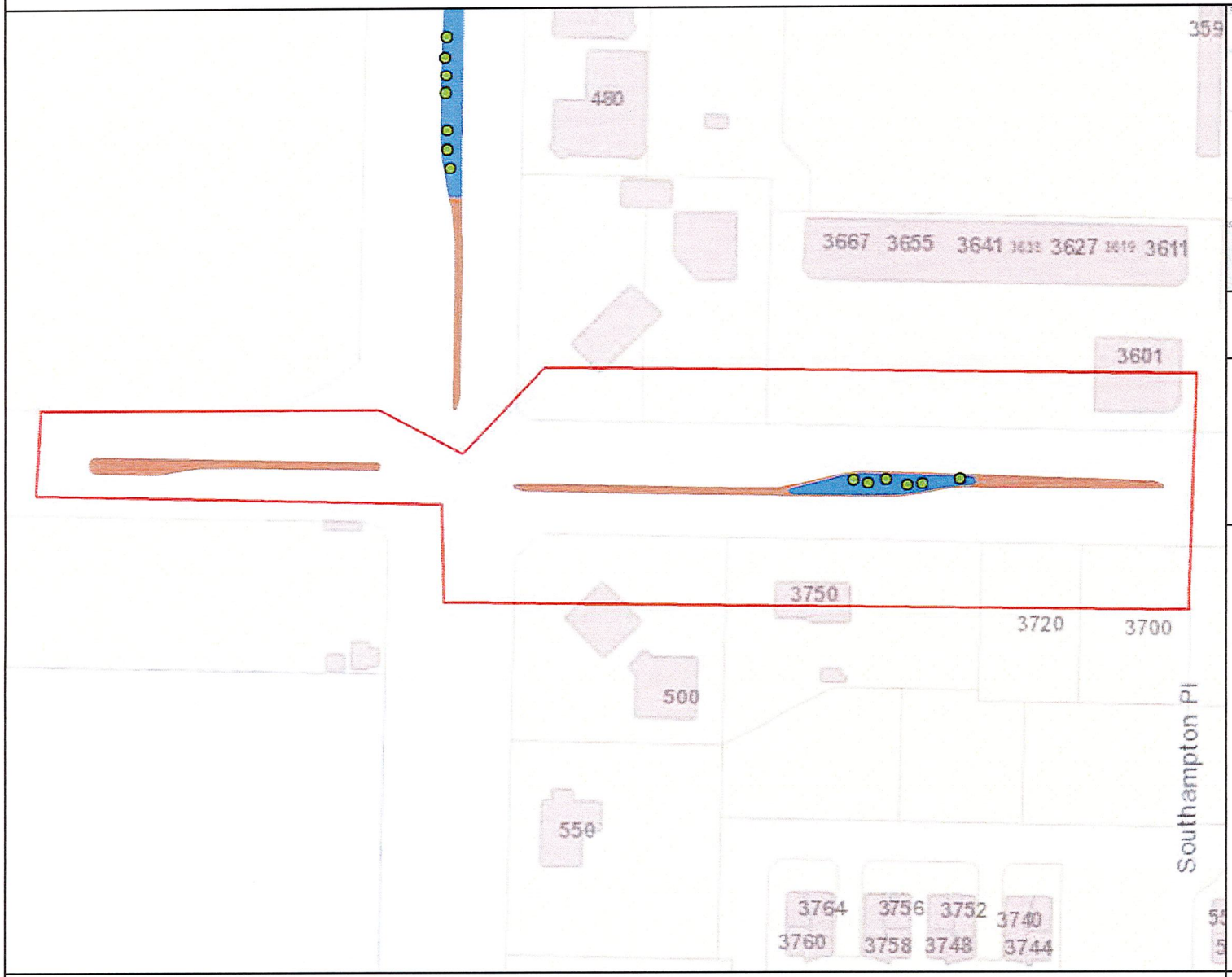
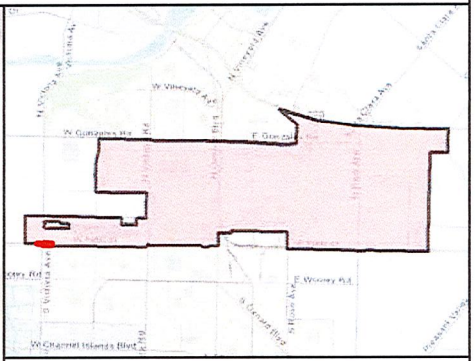
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 7 OF 49, FIFTH ST 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,305 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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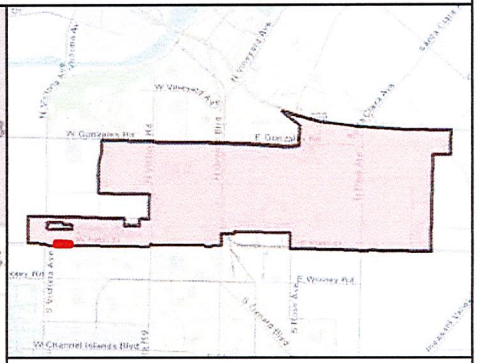
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 8 OF 49, FIFTH ST 02



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,085 SQ FT
~0.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,832 SQ FT
~0.18 ACRES

PROJECT TREES:
40 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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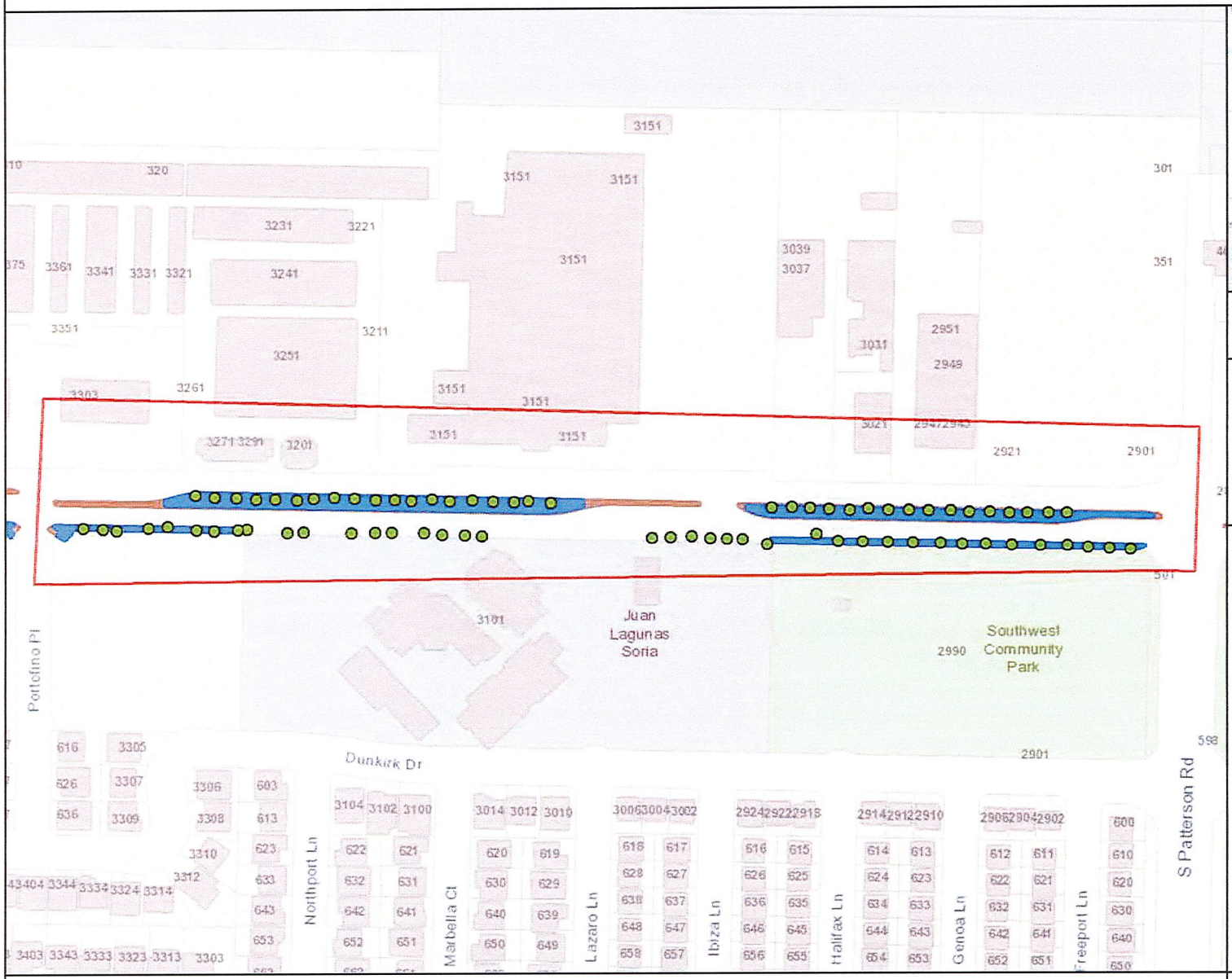
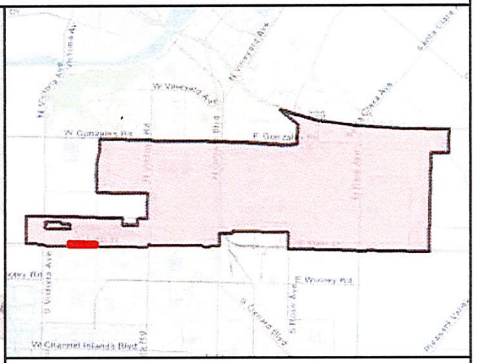
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 9 OF 49, FIFTH ST 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~46,458 SQ FT
~1.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,370 SQ FT
~0.28 ACRES

PROJECT TREES:
74 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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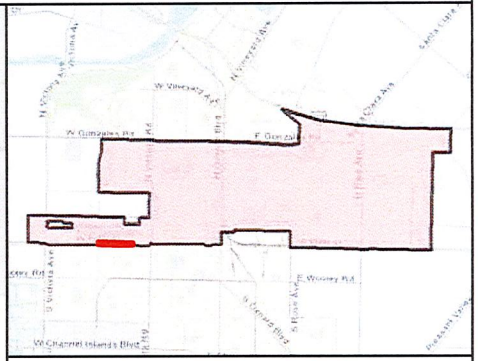
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 10 OF 49, FIFTH ST 04



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~40,677 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~4,163 SQ FT
~0.1 ACRES

PROJECT TREES:
92 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

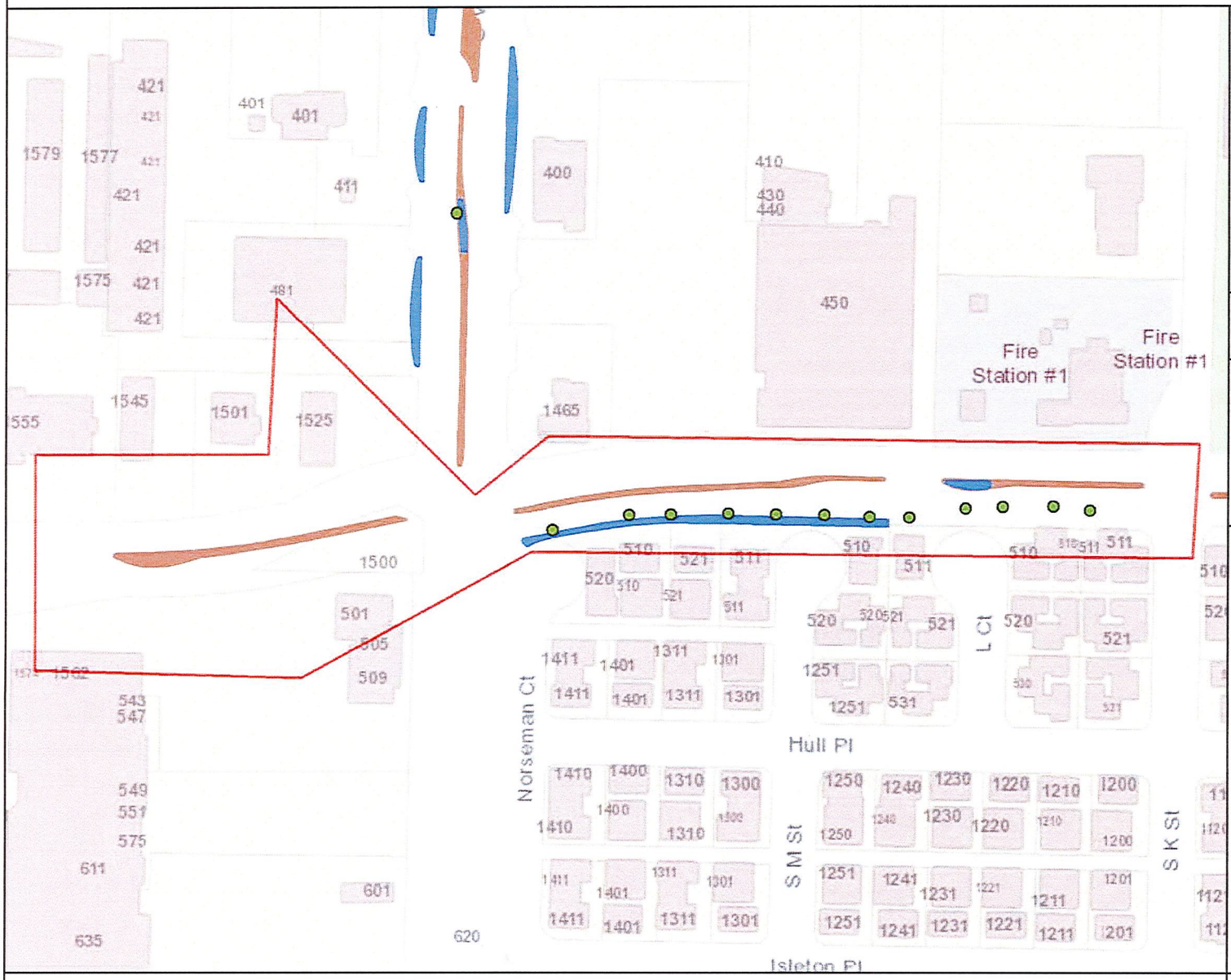
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

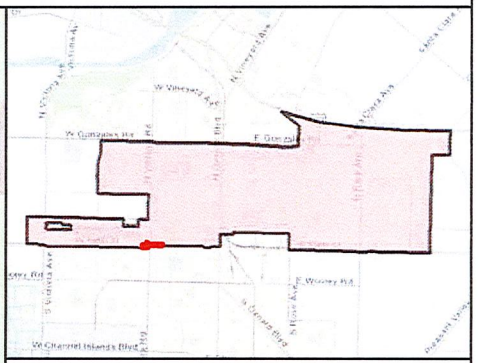
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 11 OF 49, FIFTH ST 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,129 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,162 SQ FT
~0.14 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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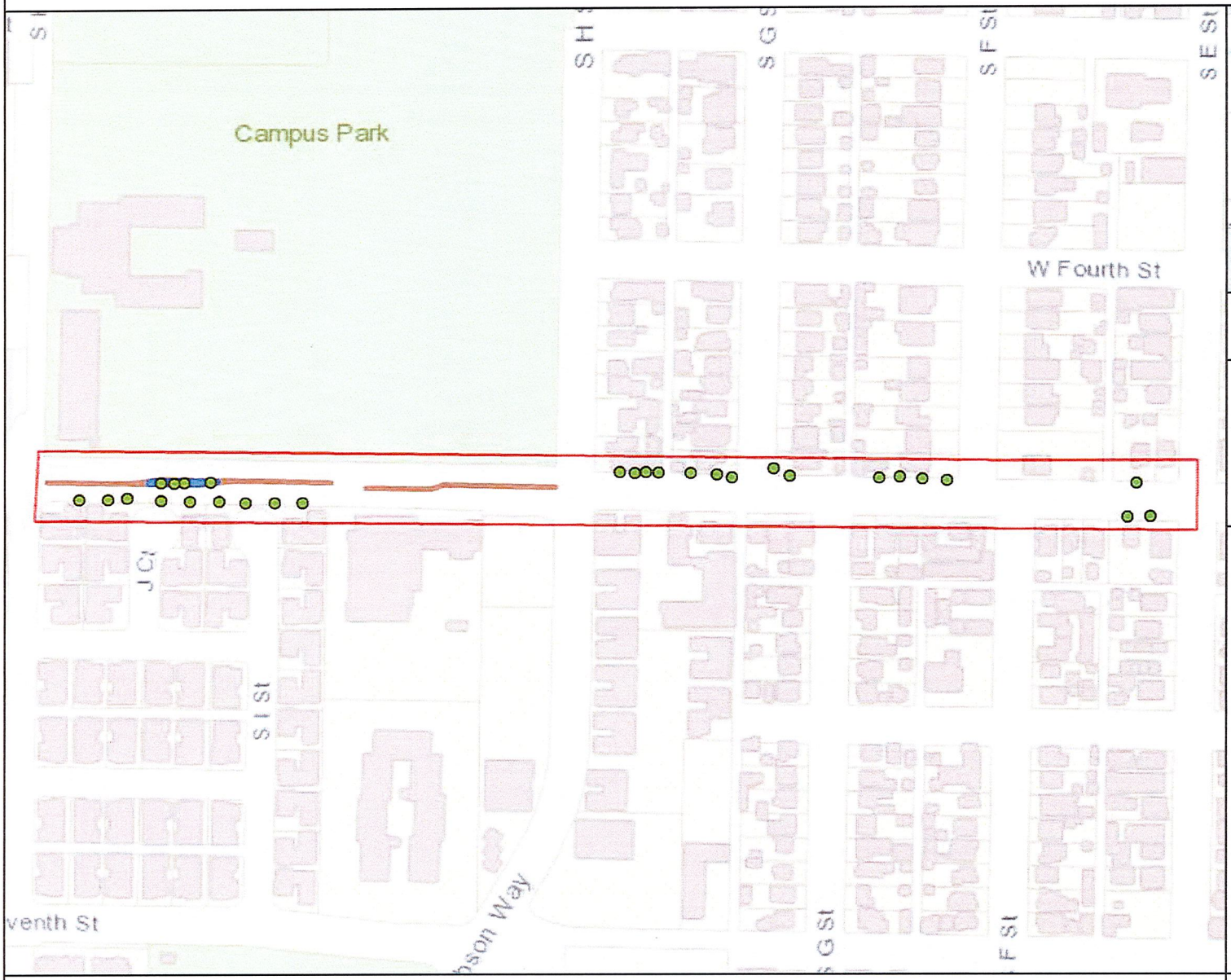
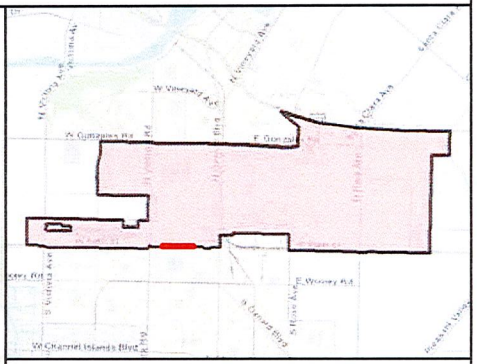
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 12 OF 49, FIFTH ST 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,319 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,195 SQ FT
~0.1 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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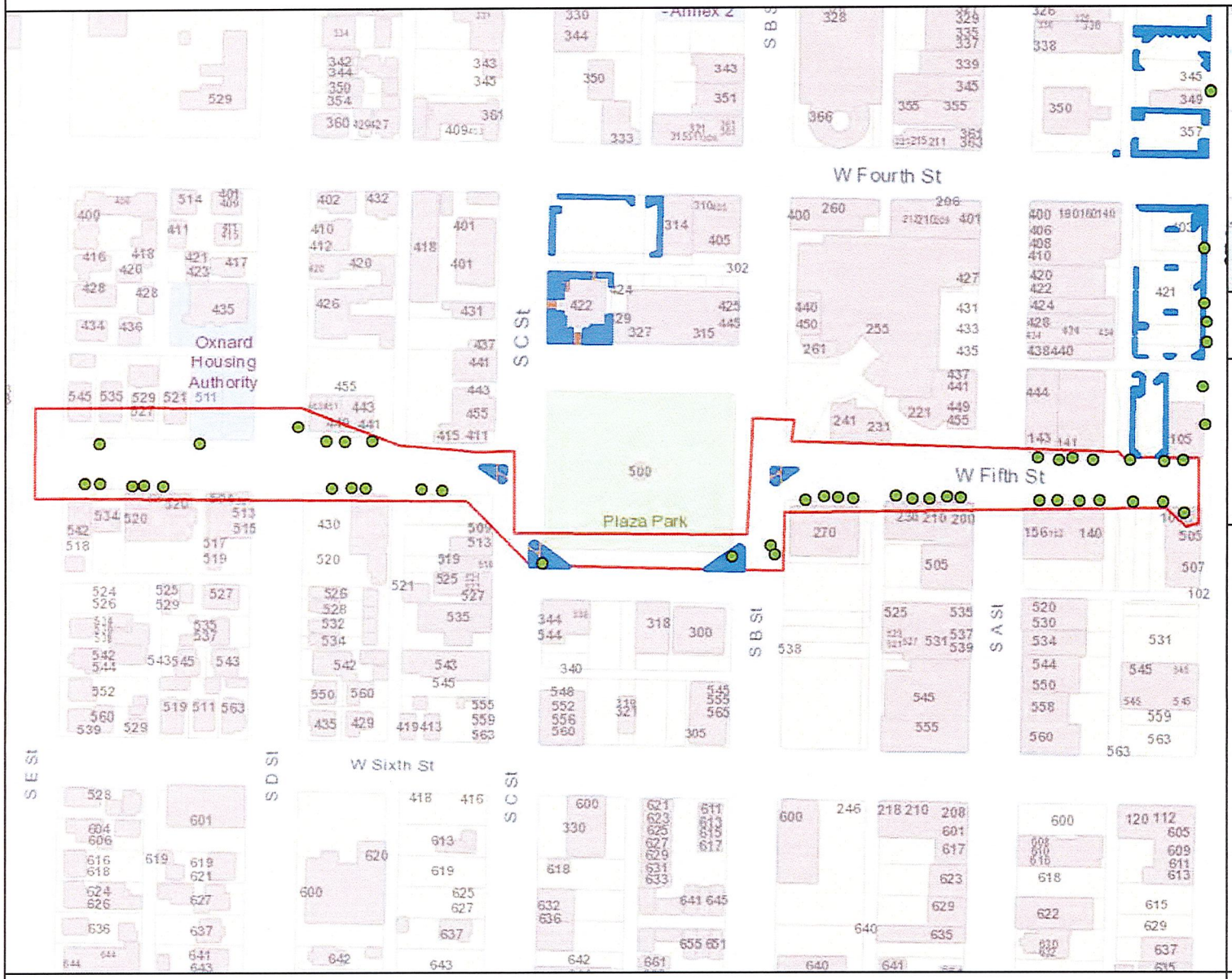
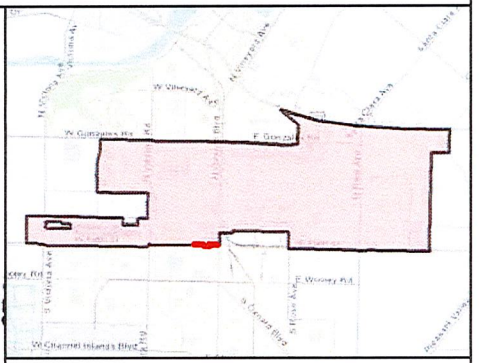
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 13 OF 49, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,237 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,047 SQ FT
~0.02 ACRES

PROJECT TREES:
43 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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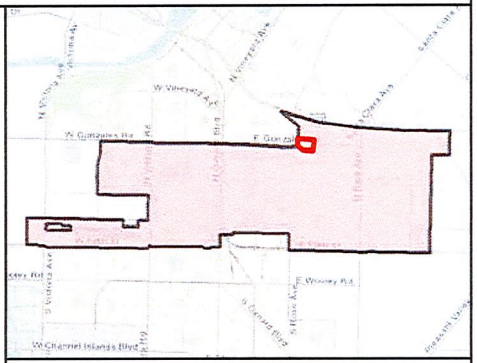
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 14 OF 49, GONZALES 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,718 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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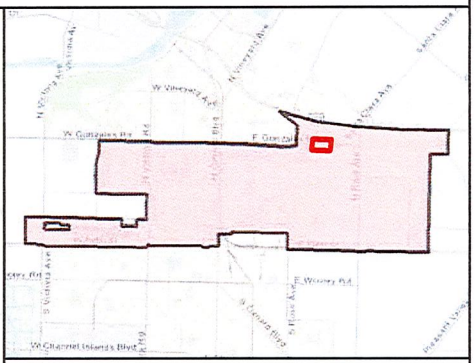
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 15 OF 49, GONZALES 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,338 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,587 SQ FT
~0.13 ACRES

PROJECT TREES:
27 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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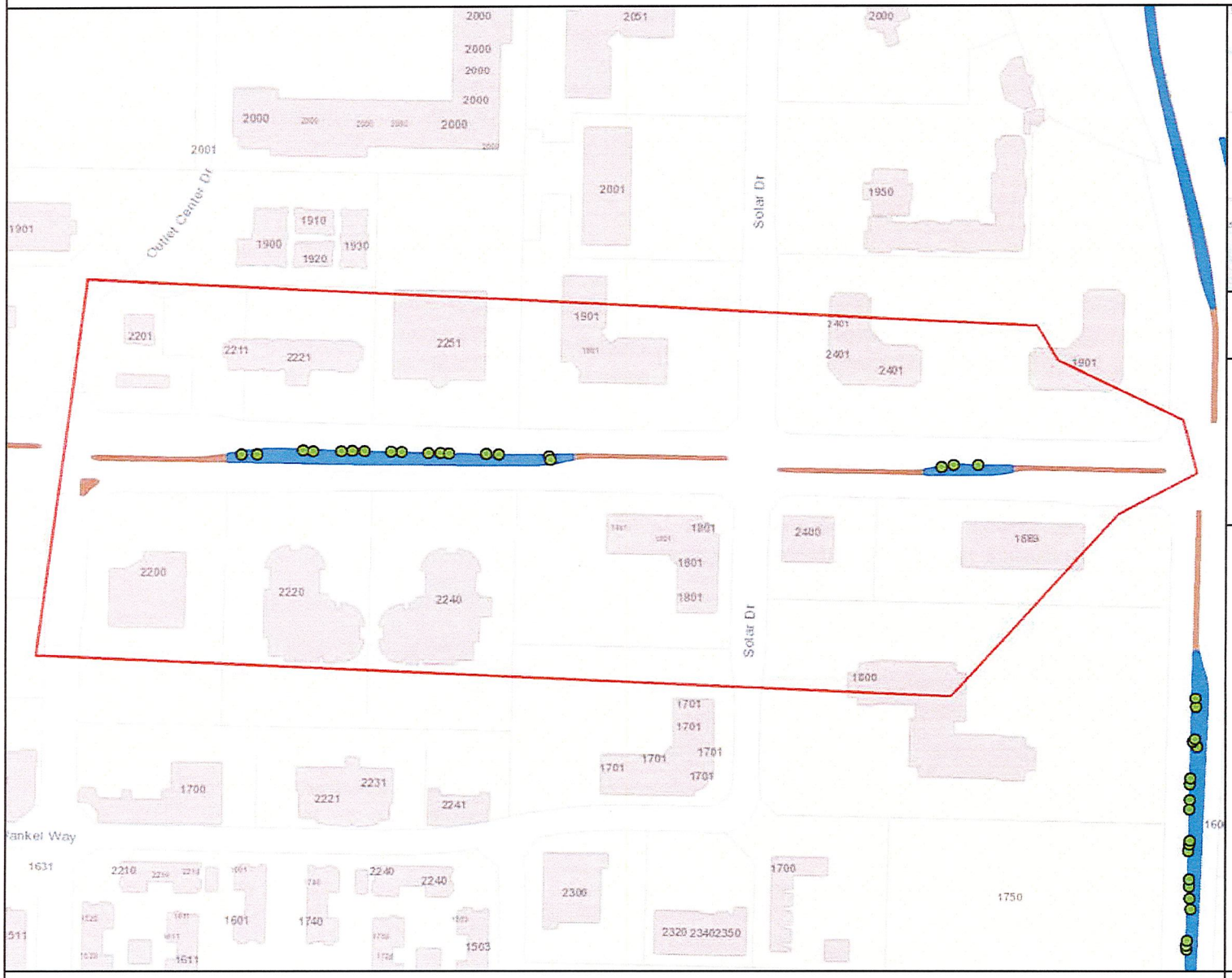
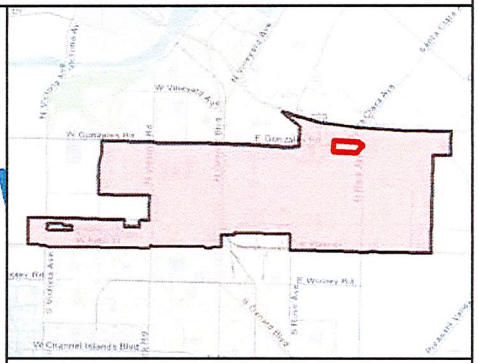
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 16 OF 49, GONZALES 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,135 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,467 SQ FT
~0.1 ACRES

PROJECT TREES:
19 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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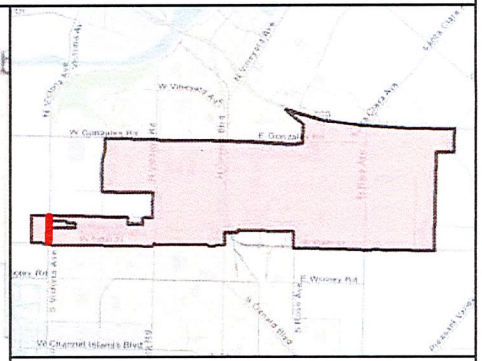
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 17 OF 49, N VICTORIA



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,639 SQ FT
~0.11 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,286 SQ FT
~0.08 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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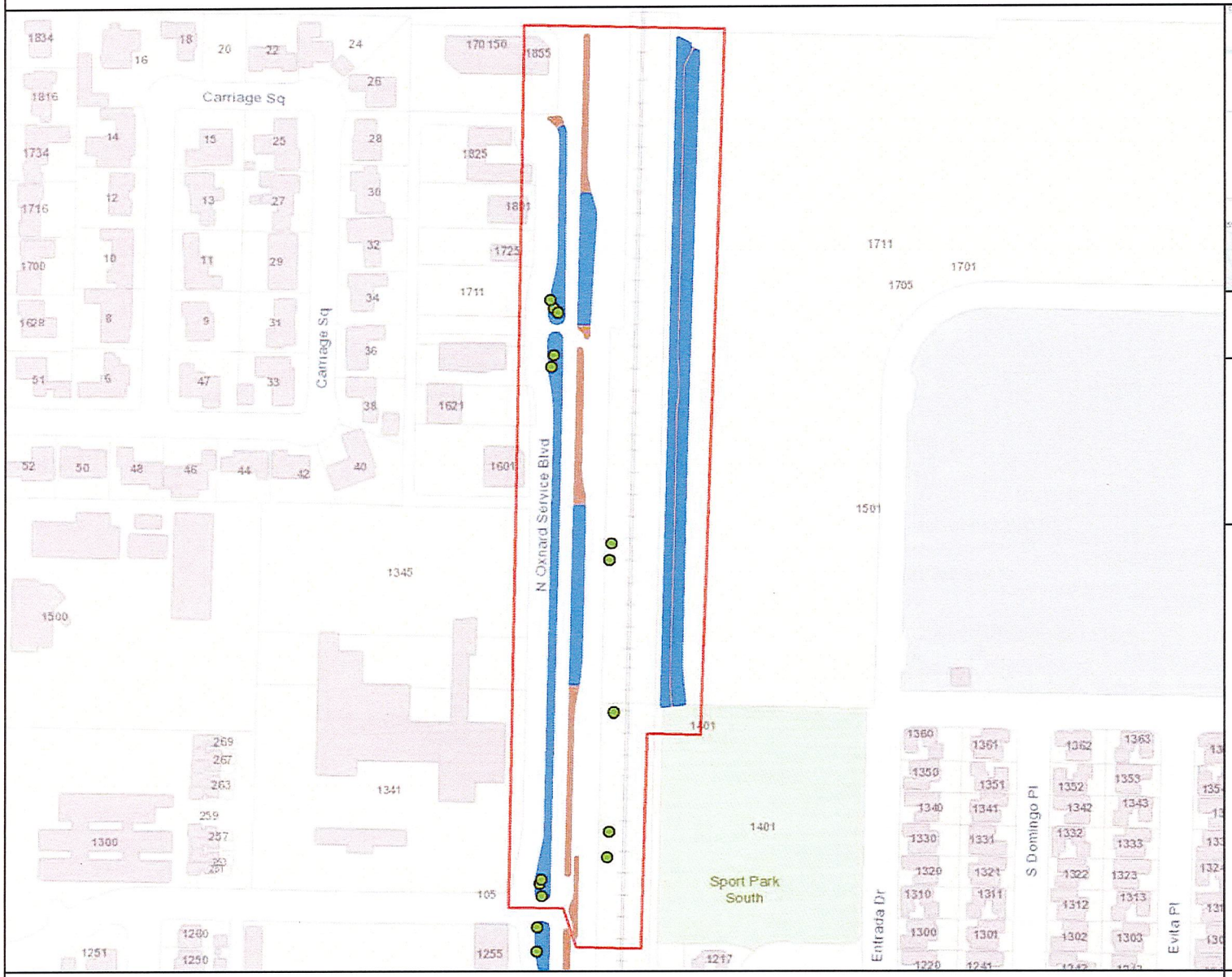
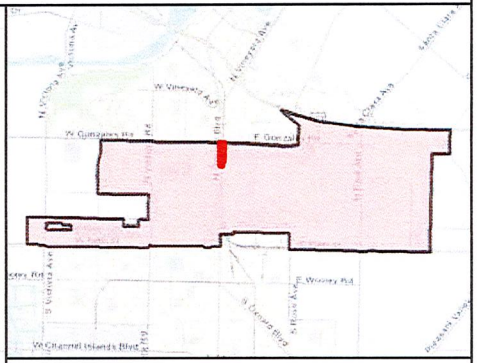
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 18 OF 49, OXNARD BLVD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,985 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,416 SQ FT
~0.47 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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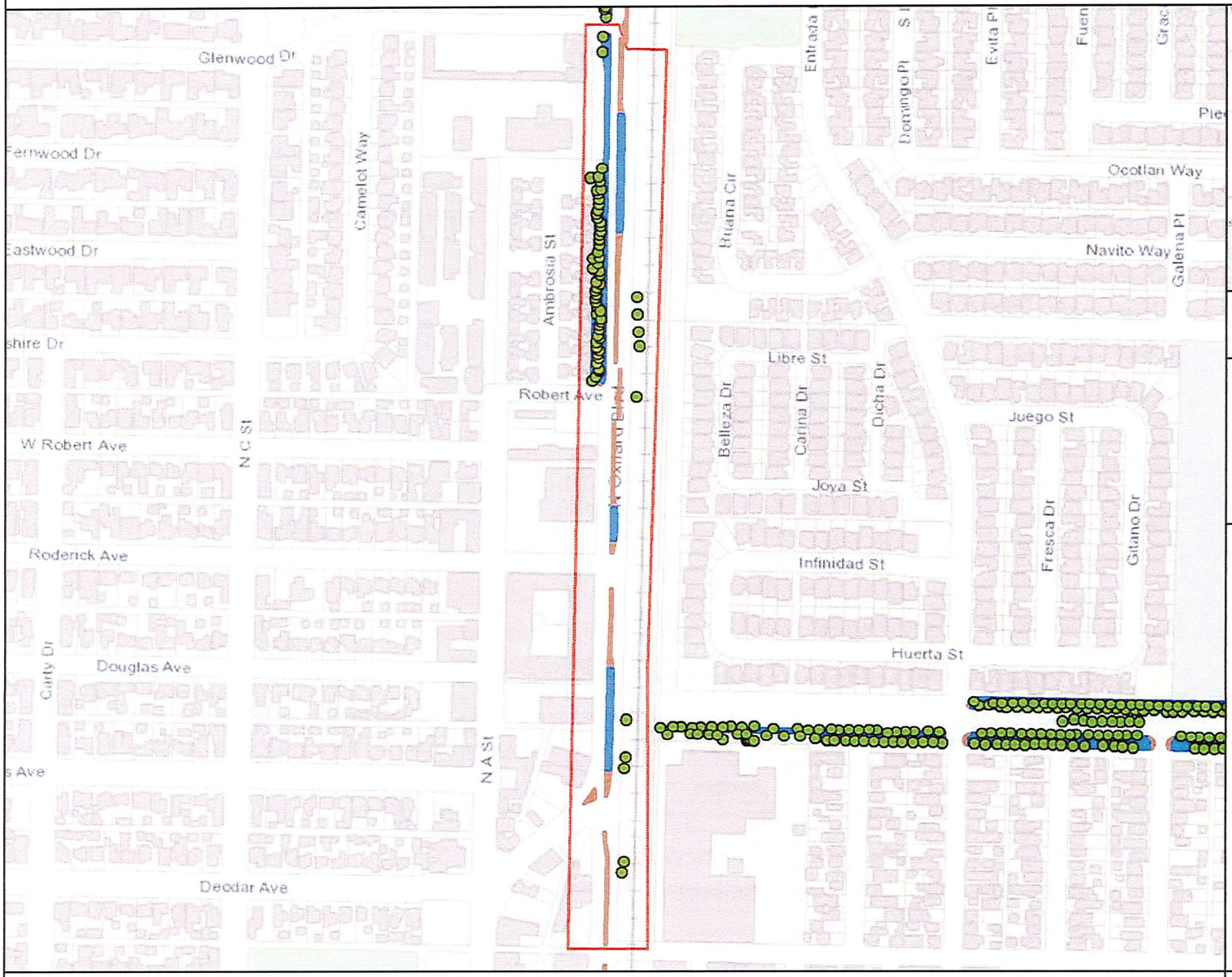
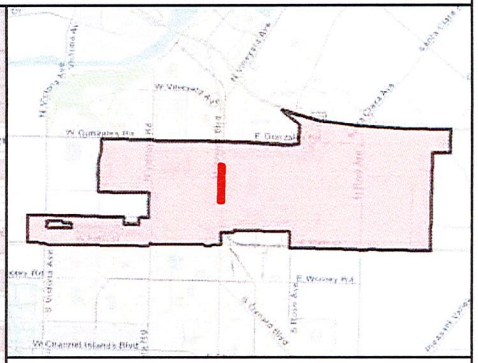
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 19 OF 49, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,926 SQ FT
~0.78 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,781 SQ FT
~0.34 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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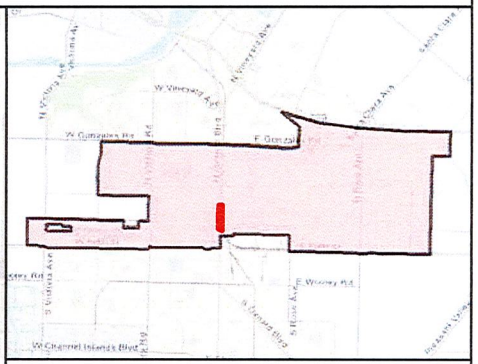
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 20 OF 49, OXNARD BLVD 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,602 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,972 SQ FT
~0.11 ACRES

PROJECT TREES:
14 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N
W E
S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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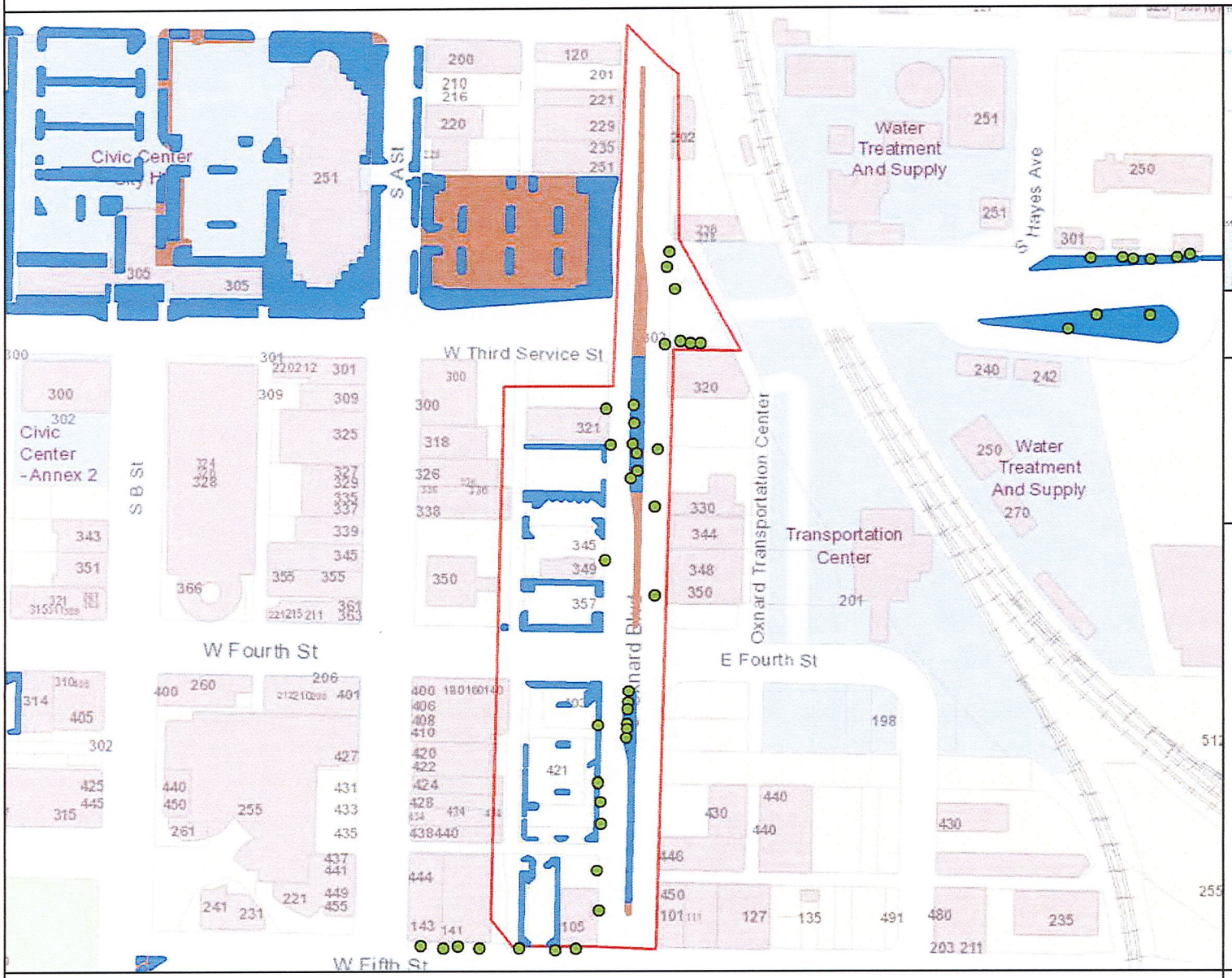
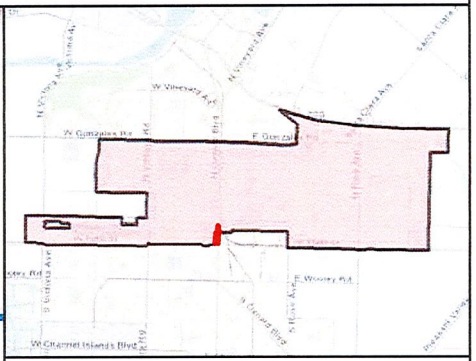
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 21 OF 49, OXNARD BLVD 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,082 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,326 SQ FT
~0.1 ACRES

PROJECT TREES:
31 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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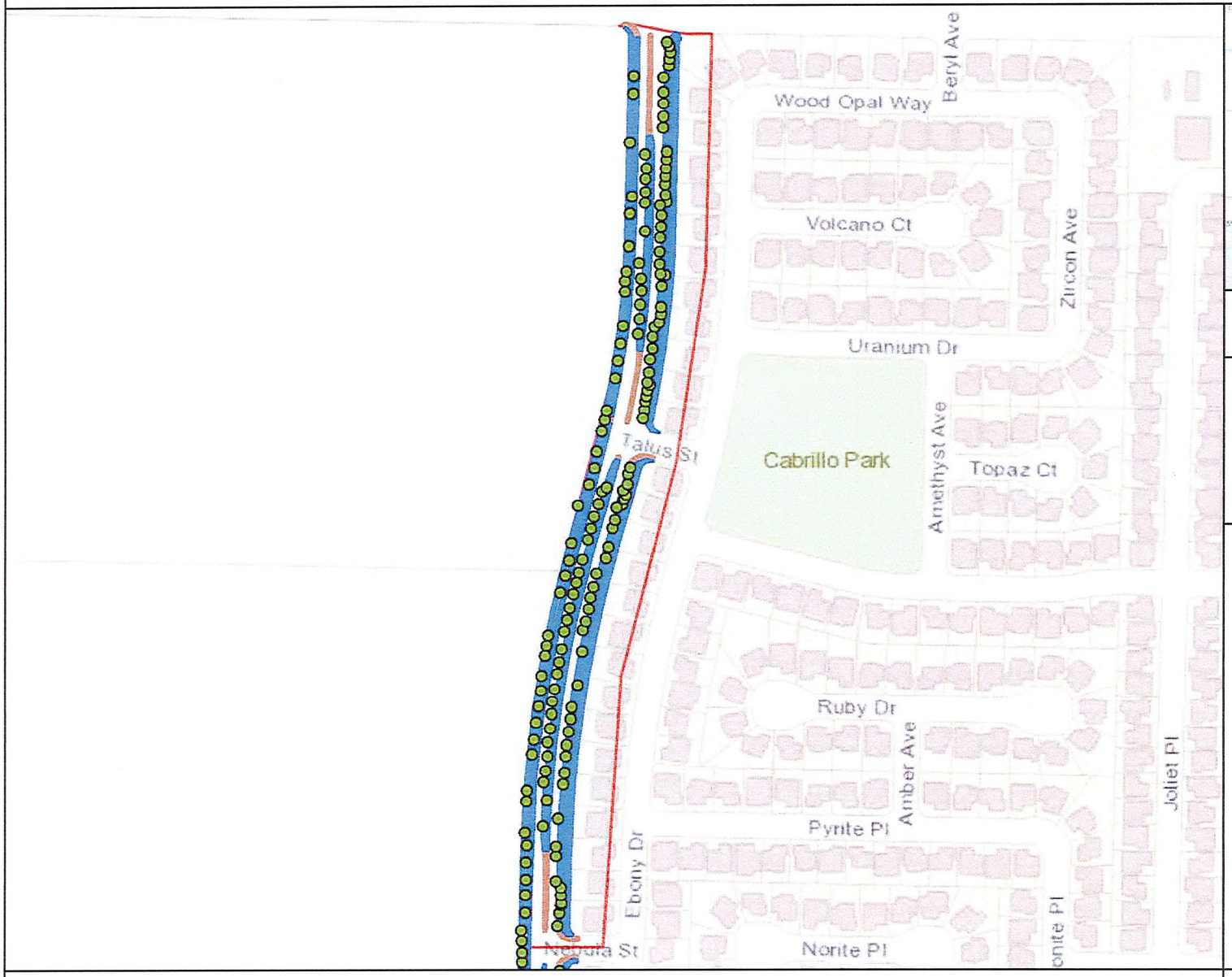
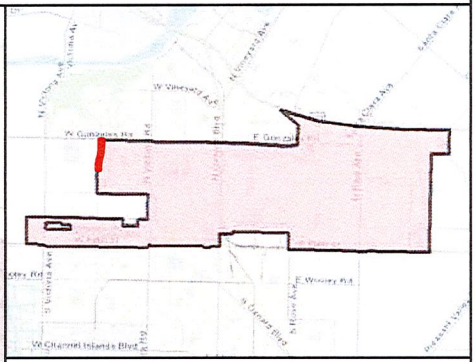
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 22 OF 49, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~98,563 SQ FT
~2.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~31,015 SQ FT
~0.71 ACRES

PROJECT TREES:
159 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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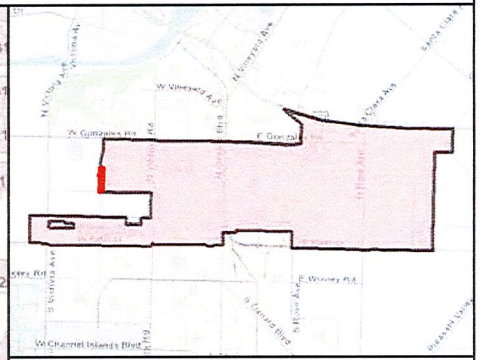
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 23 OF 49, PATTERSON RD 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~77,916 SQ FT
~1.79 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,204 SQ FT
~0.56 ACRES

PROJECT TREES:
93 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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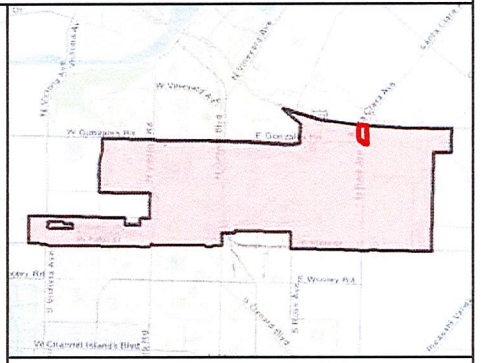
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 24 OF 49, RICE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,840 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,142 SQ FT
~0.14 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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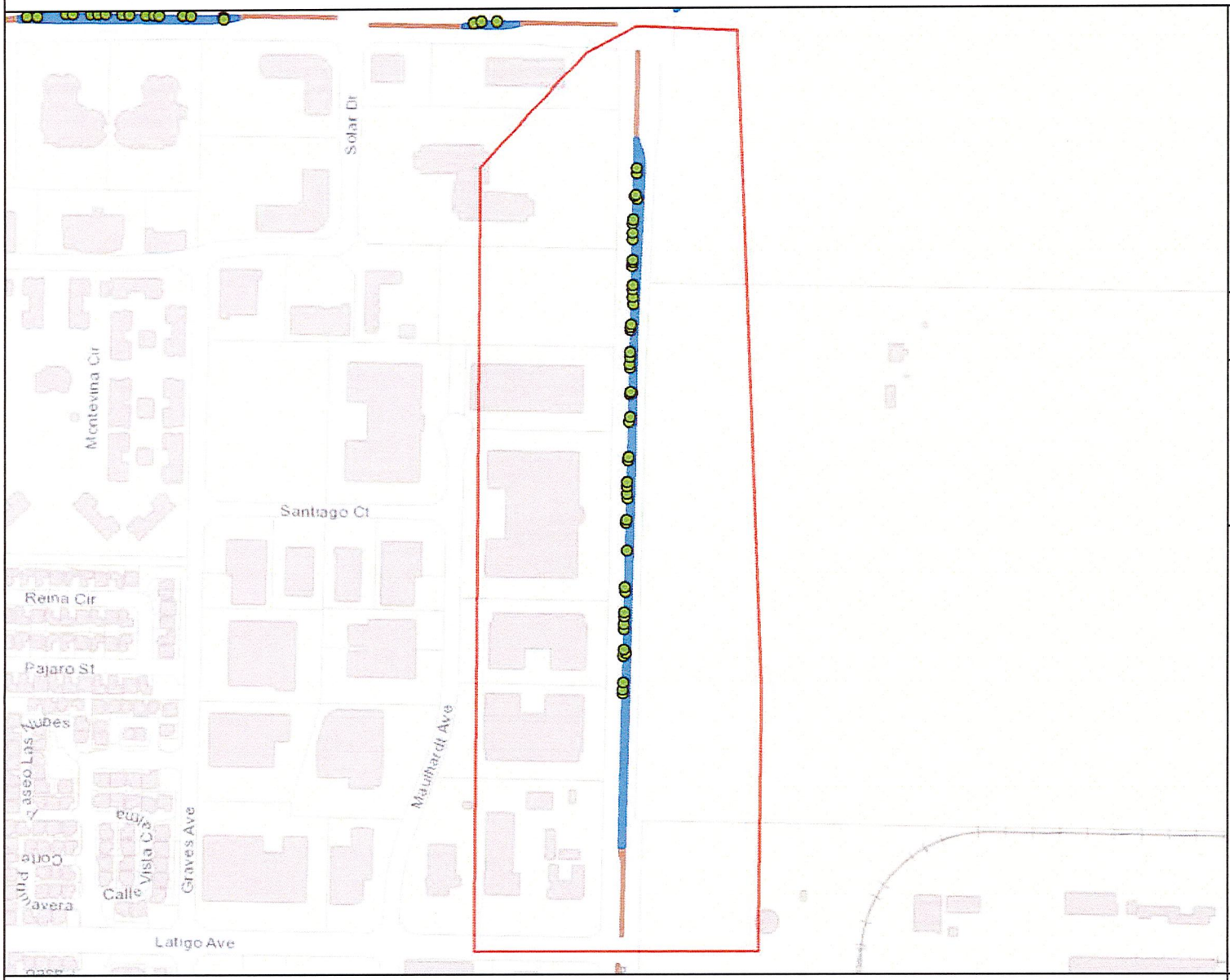
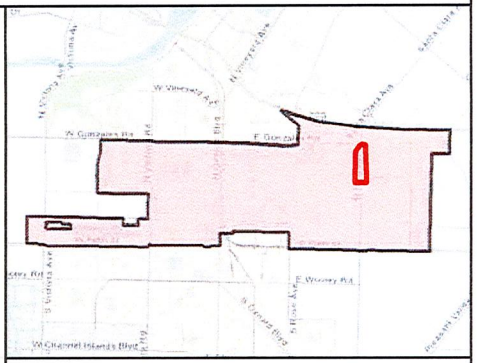
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 25 OF 49, RICE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,542 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,603 SQ FT
~0.06 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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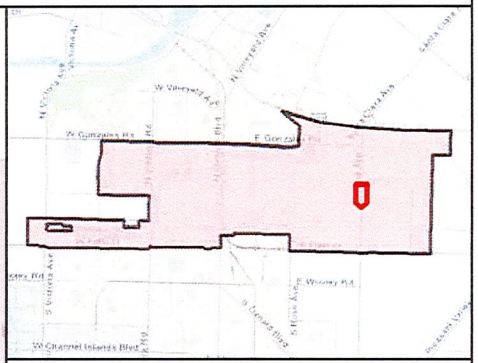
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 26 OF 49, RICE 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,941 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,484 SQ FT
~0.13 ACRES

PROJECT TREES:
16 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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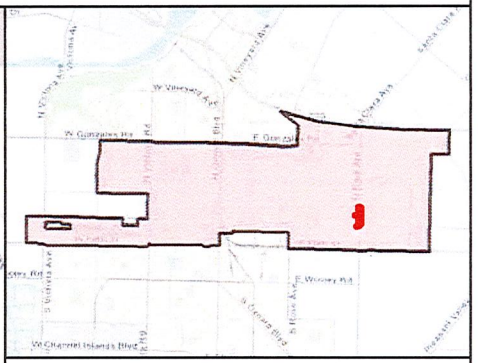
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 27 OF 49, RICE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,934 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,654 SQ FT
~0.06 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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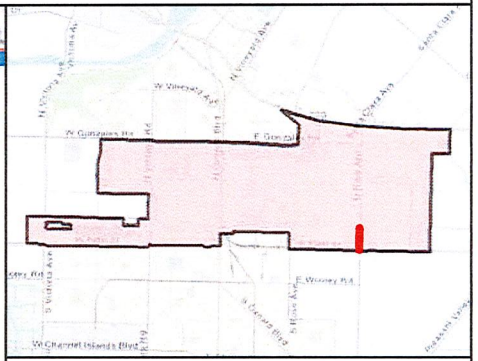
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 28 OF 49, RICE 5



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,756 SQ FT
~0.04 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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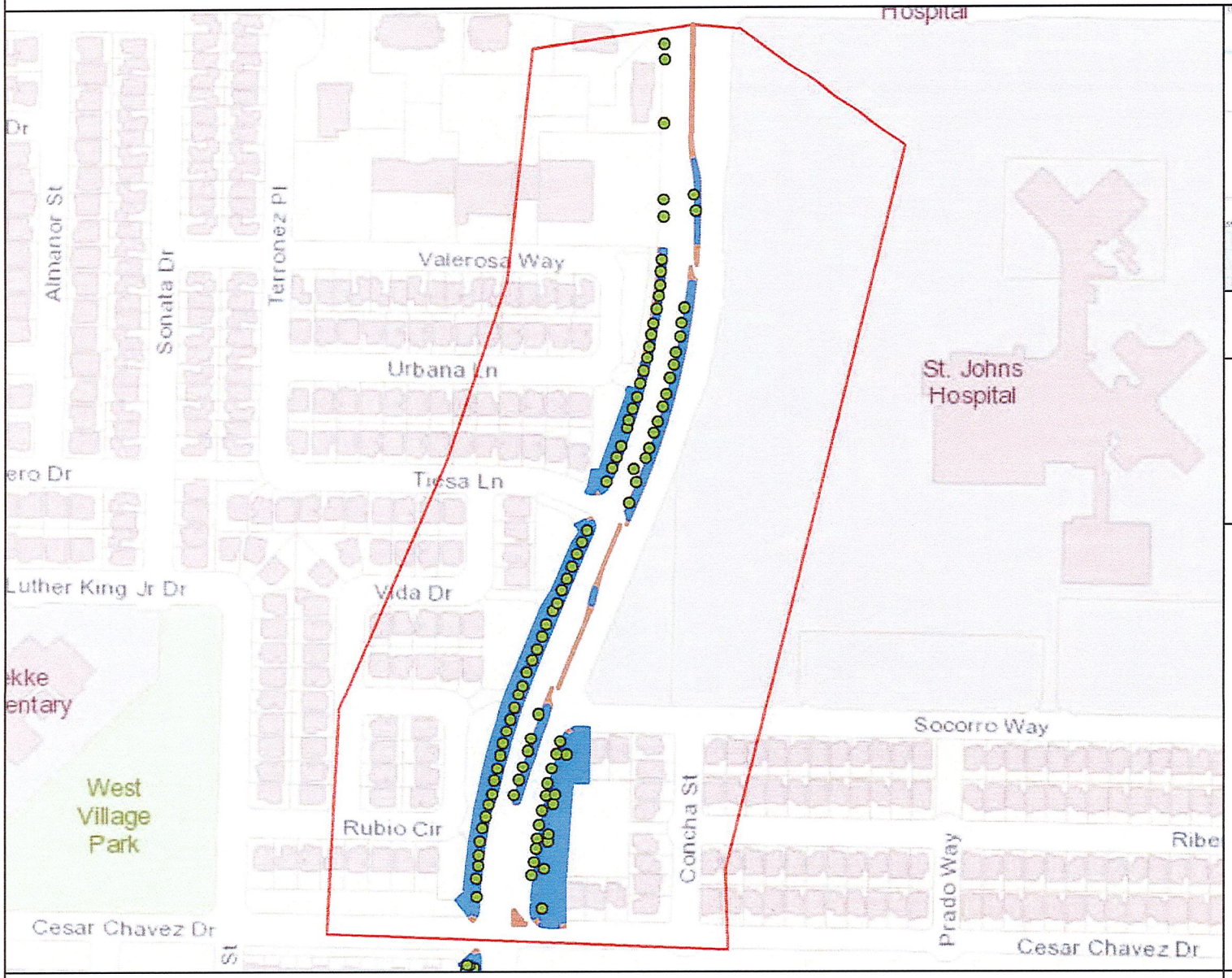
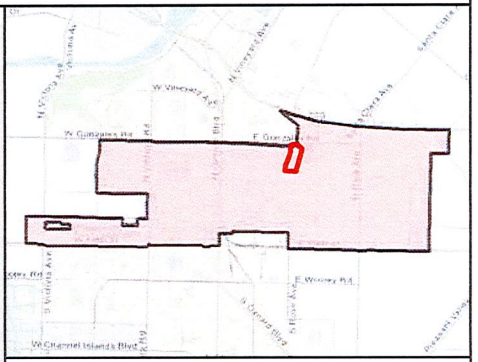
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 29 OF 49, ROSE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,883 SQ FT
~1.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,225 SQ FT
~0.42 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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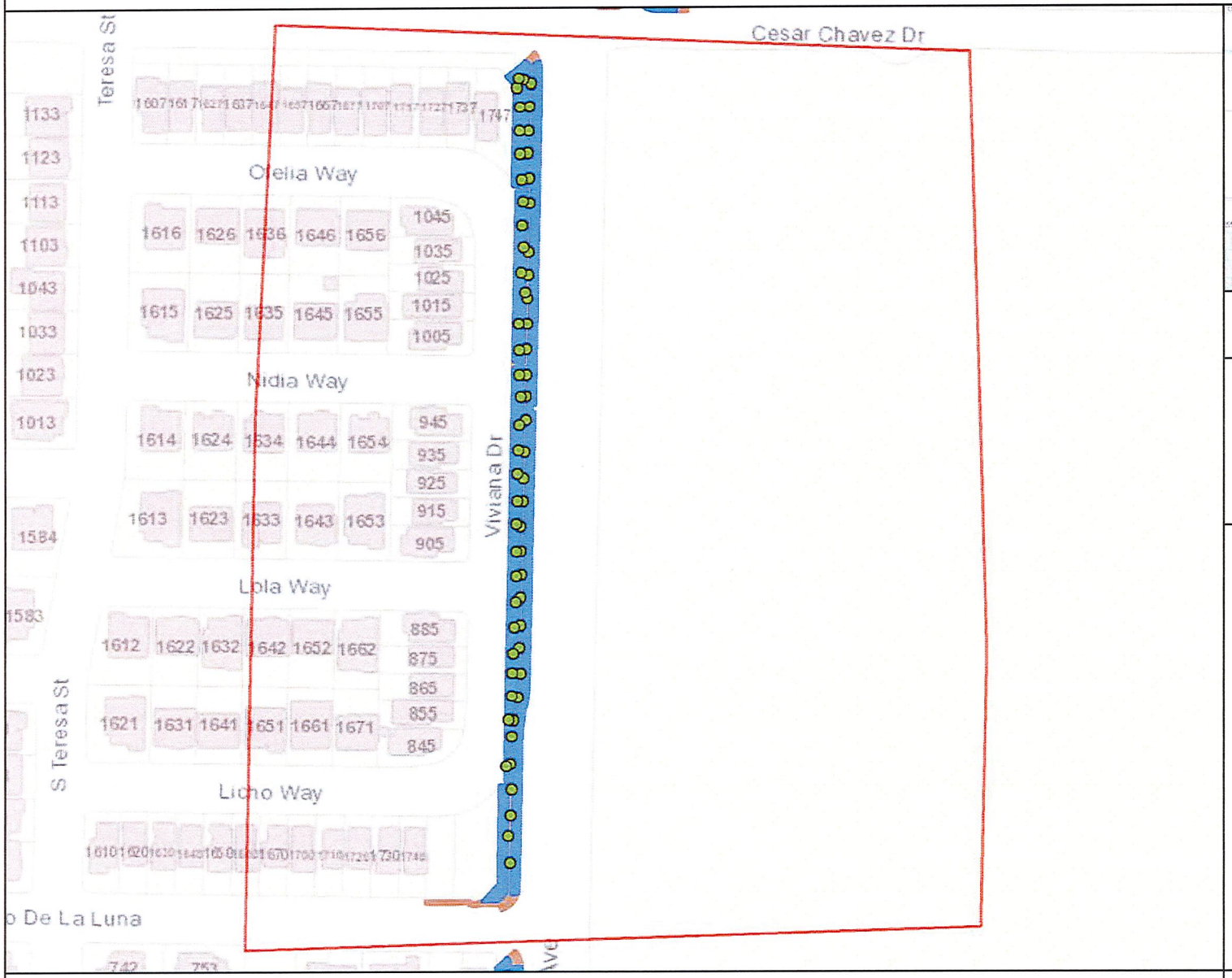
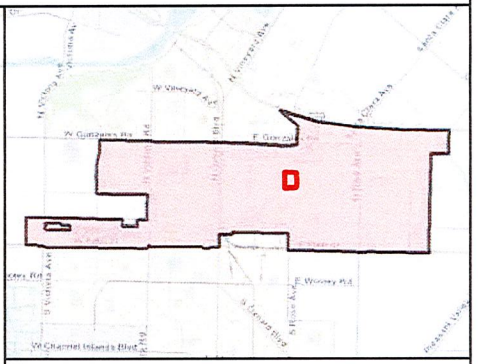
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 30 OF 49, ROSE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,323 SQ FT
~0.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,967 SQ FT
~0.16 ACRES

PROJECT TREES:
62 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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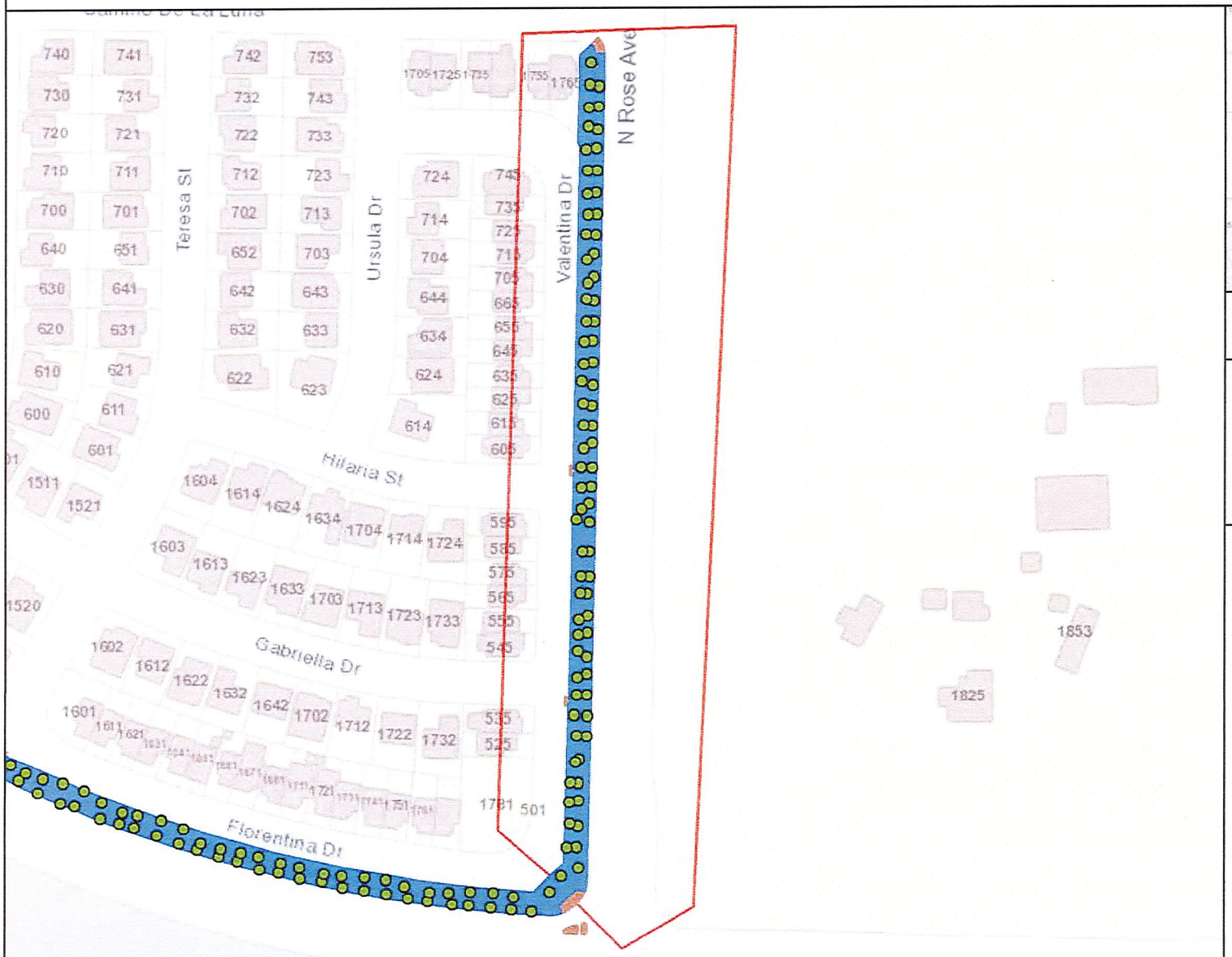
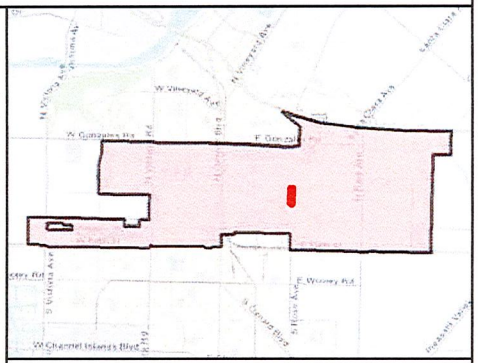
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 31 OF 49, ROSE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,416 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,796 SQ FT
~0.16 ACRES

PROJECT TREES:
77 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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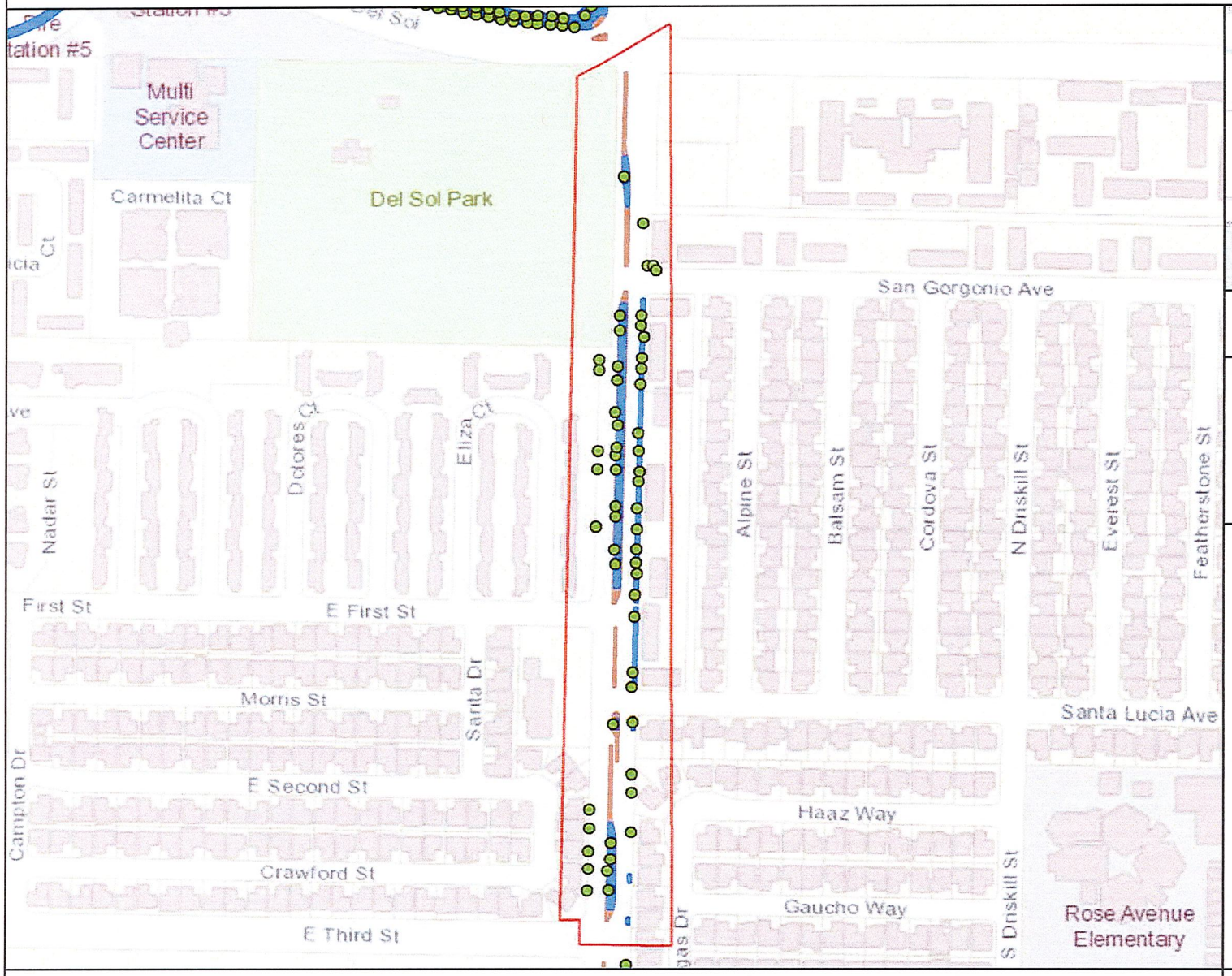
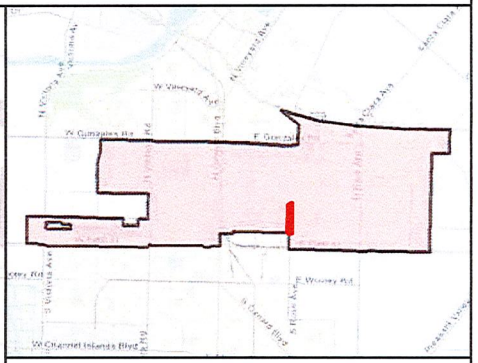
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 32 OF 49, ROSE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,828 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,548 SQ FT
~0.2 ACRES

PROJECT TREES:
56 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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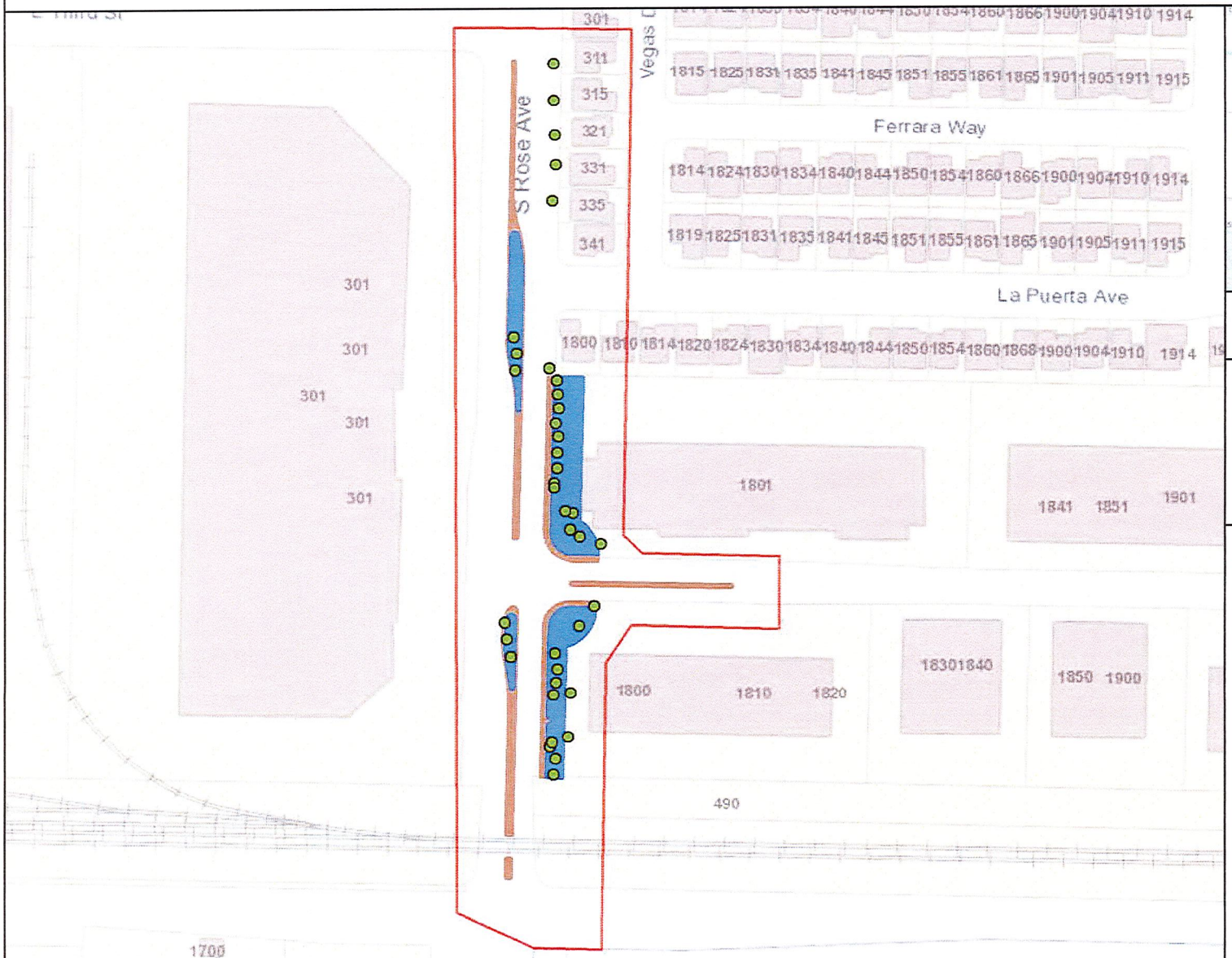
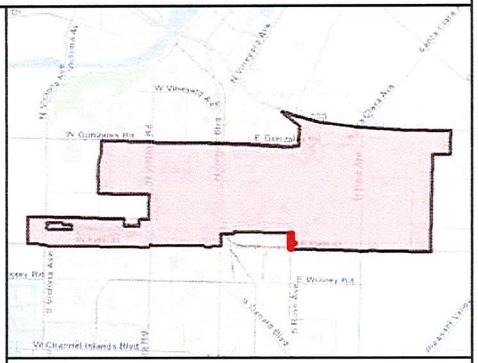
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 33 OF 49, ROSE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,805 SQ FT
~0.48 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,996 SQ FT
~0.28 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

N
W E
S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

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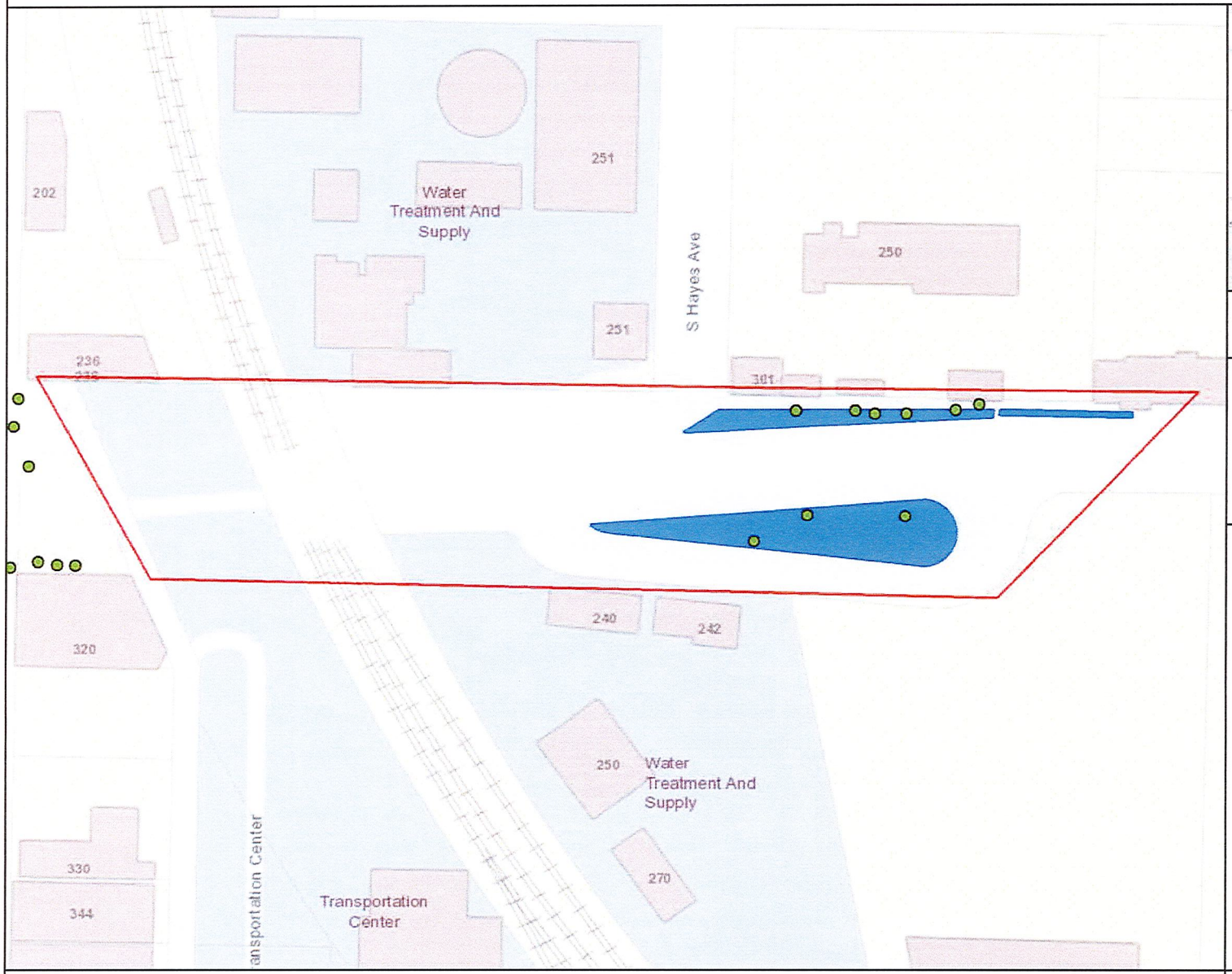
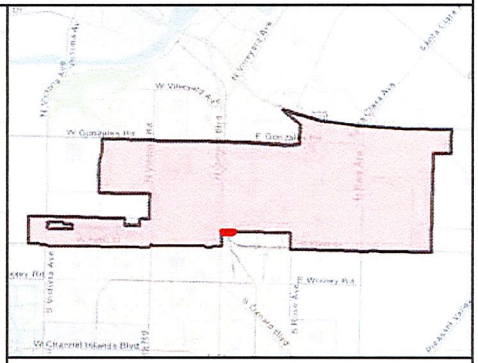
REGION 2 WORK DETAIL: PAGE 34 OF 49, THIRD





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~11,537 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

0 200 Feet

N
W E
S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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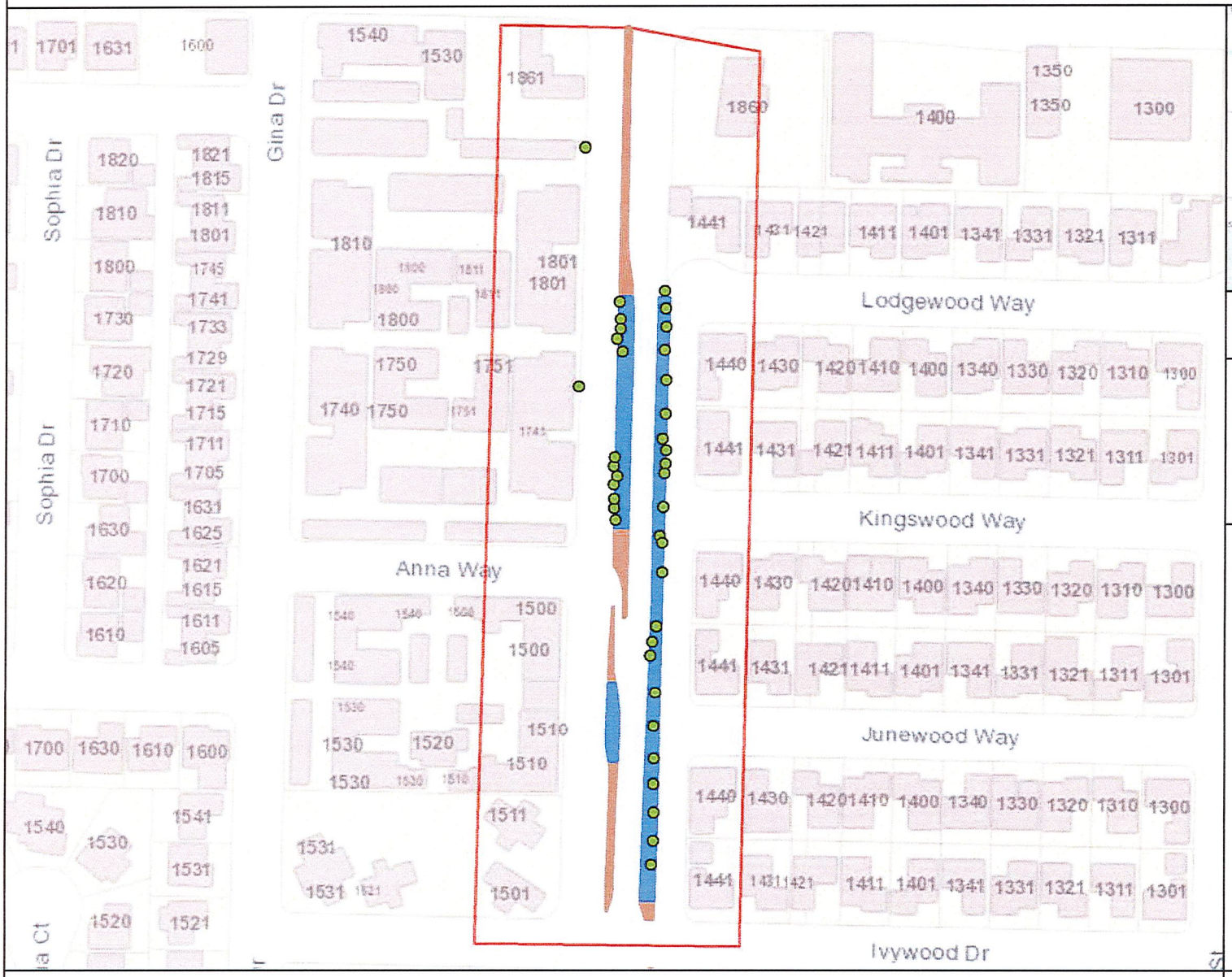
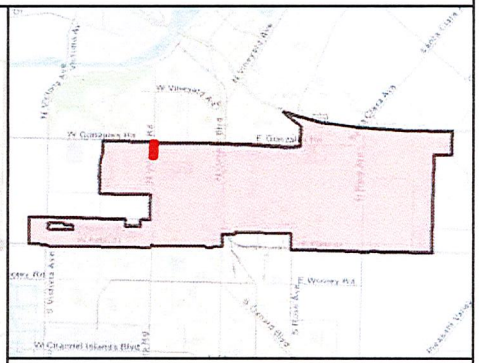
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 35 OF 49, VENTURA RD 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,314 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,995 SQ FT
~0.11 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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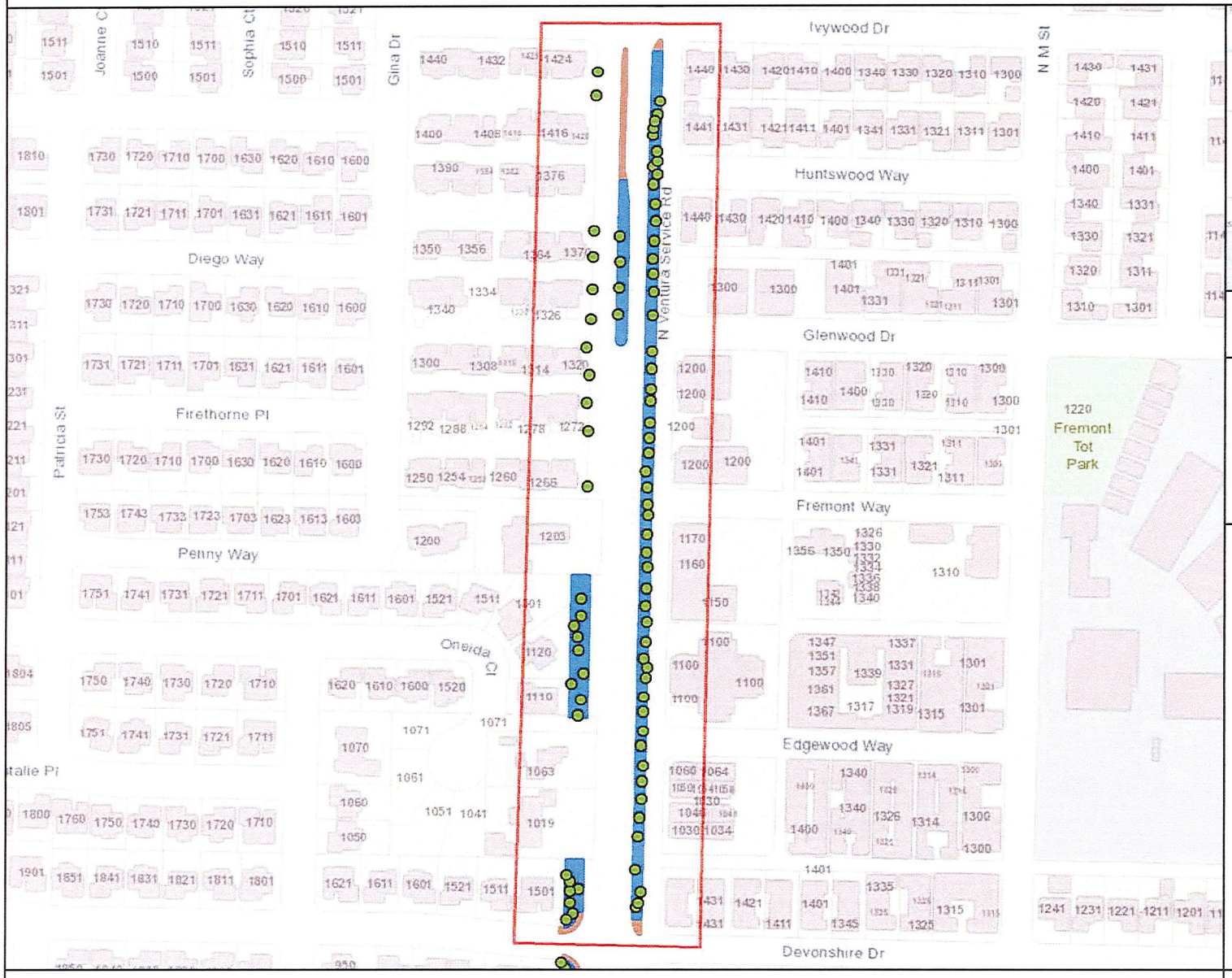
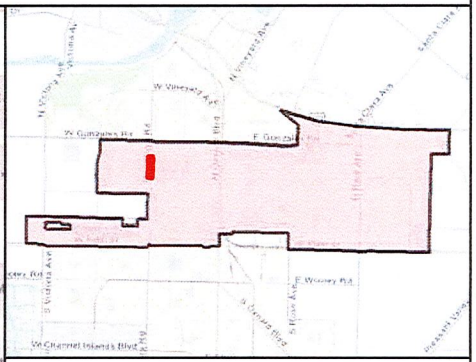
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 36 OF 49, VENTURA RD 02





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~36,645 SQ FT
~0.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,366 SQ FT
~0.1 ACRES

PROJECT TREES:
82 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N
W E
S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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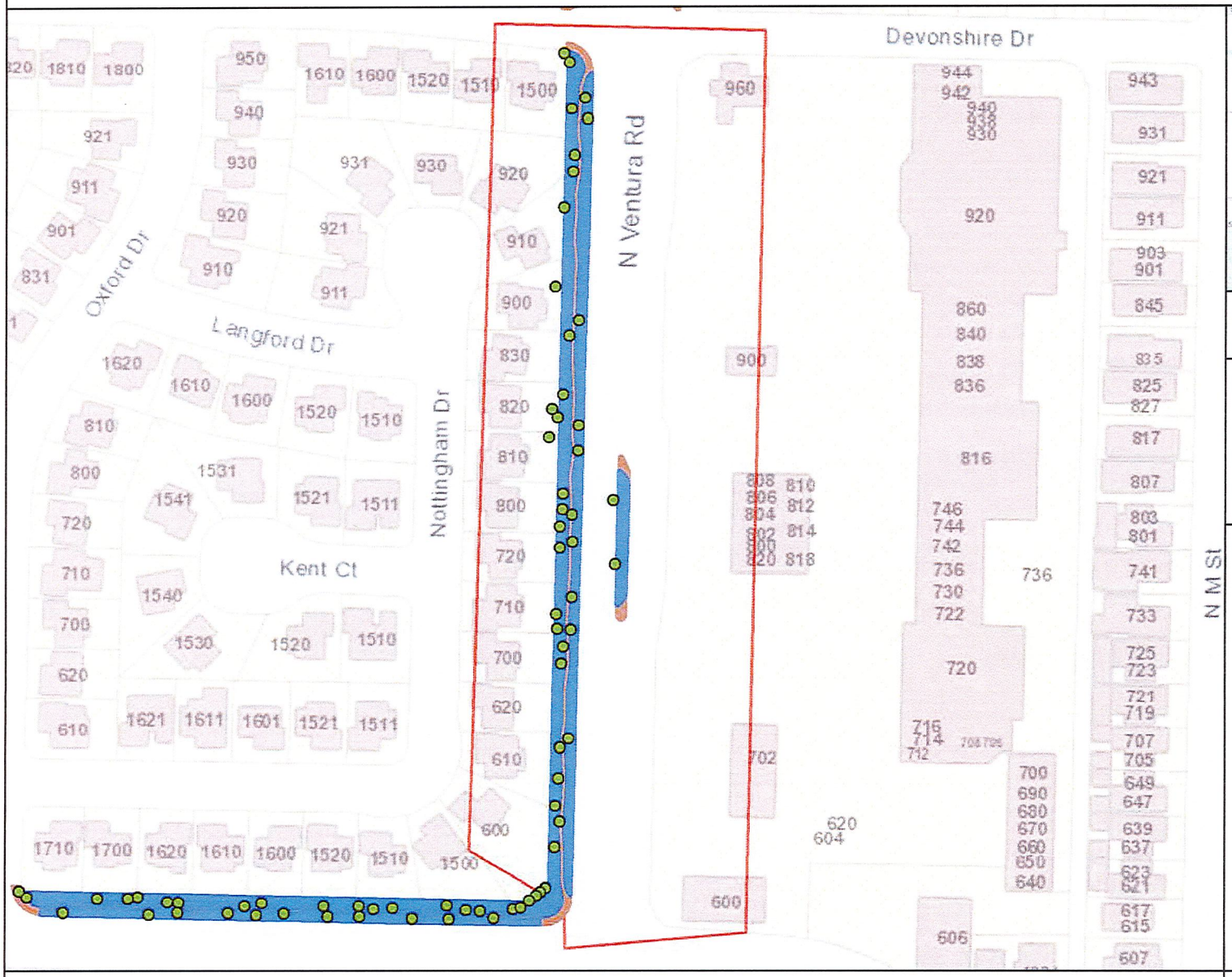
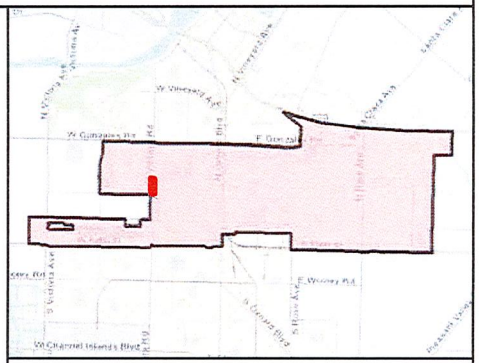
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 37 OF 49, VENTURA RD 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,795 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,283 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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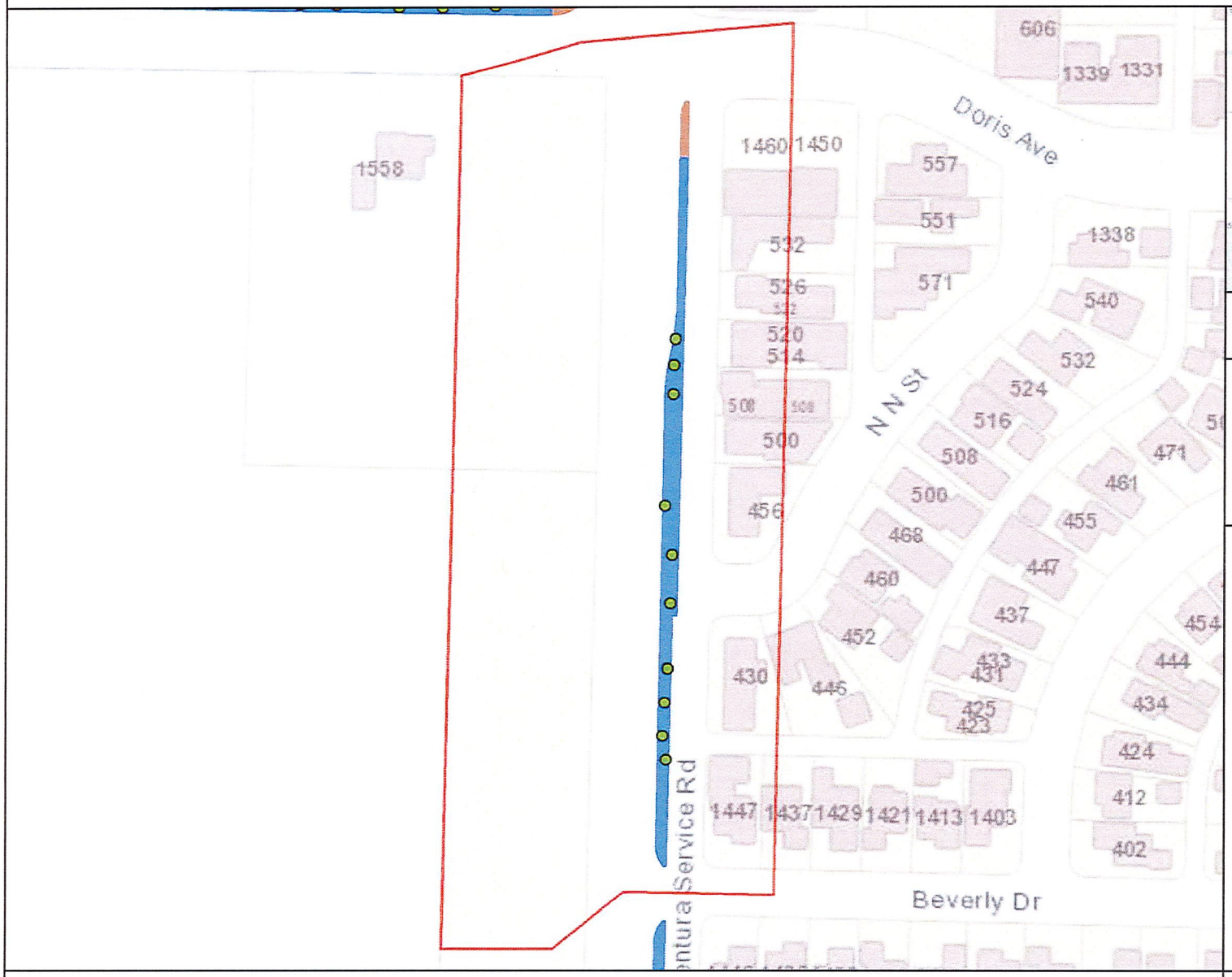
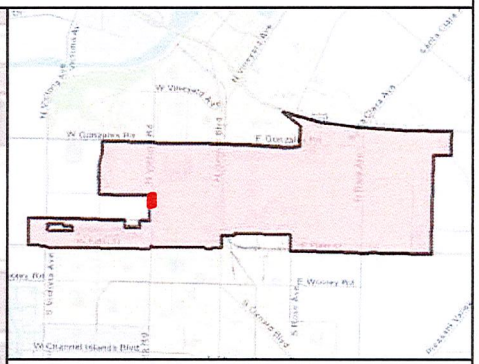
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 38 OF 49, VENTURA RD 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,501 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~314 SQ FT
~0.01 ACRES

PROJECT TREES:
10 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

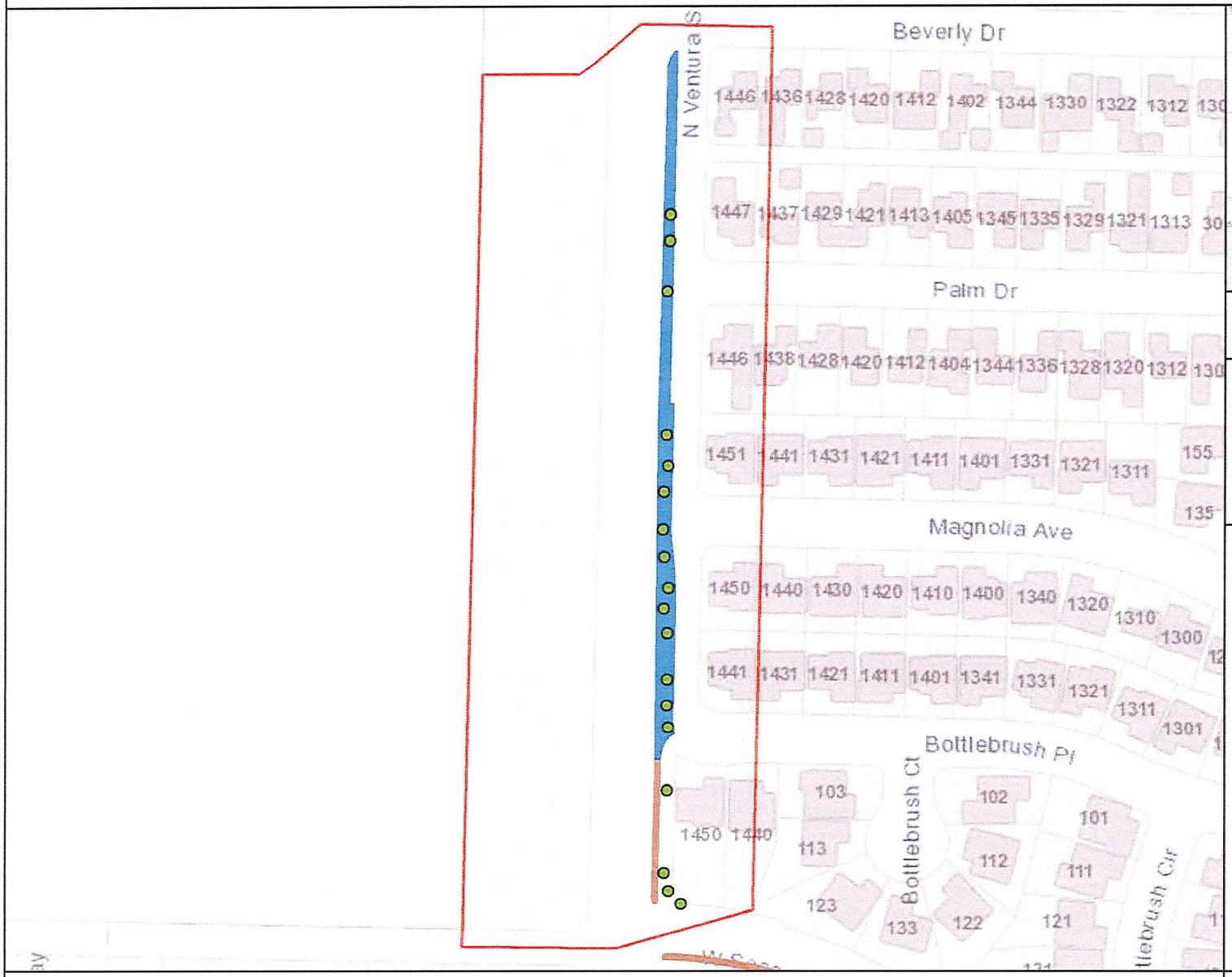
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

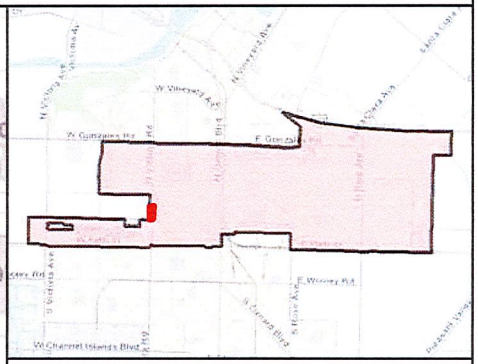
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 39 OF 49, VENTURA RD 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,560 SQ FT
~0.24 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~662 SQ FT
~0.02 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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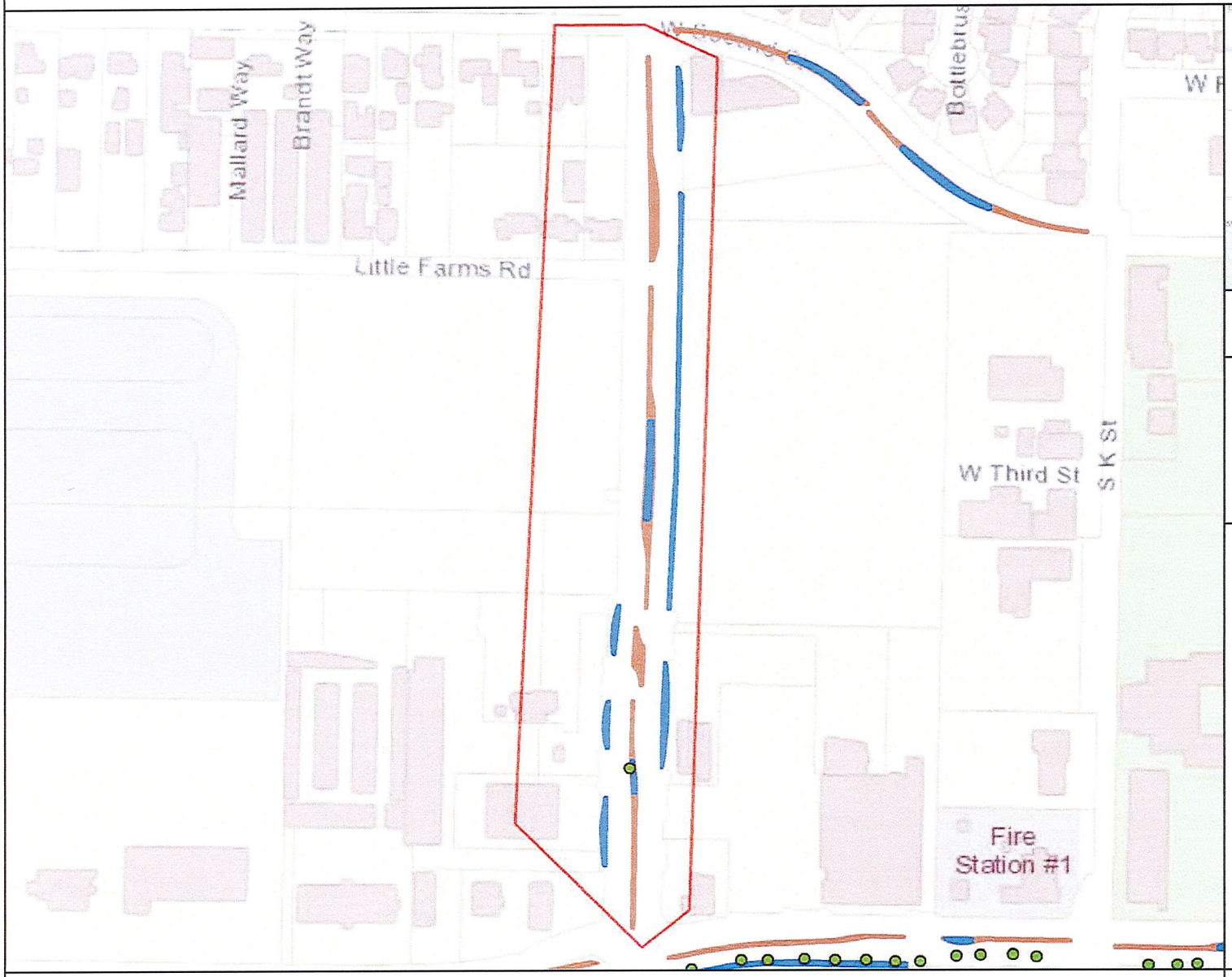
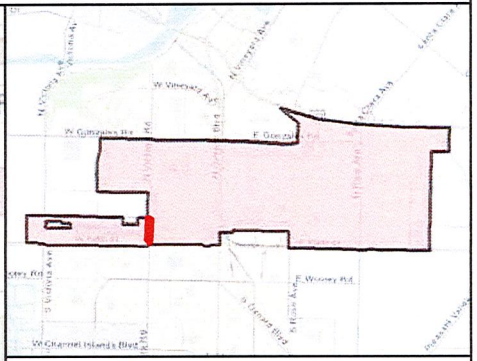
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 40 OF 49, VENTURA RD 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,917 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,612 SQ FT
~0.24 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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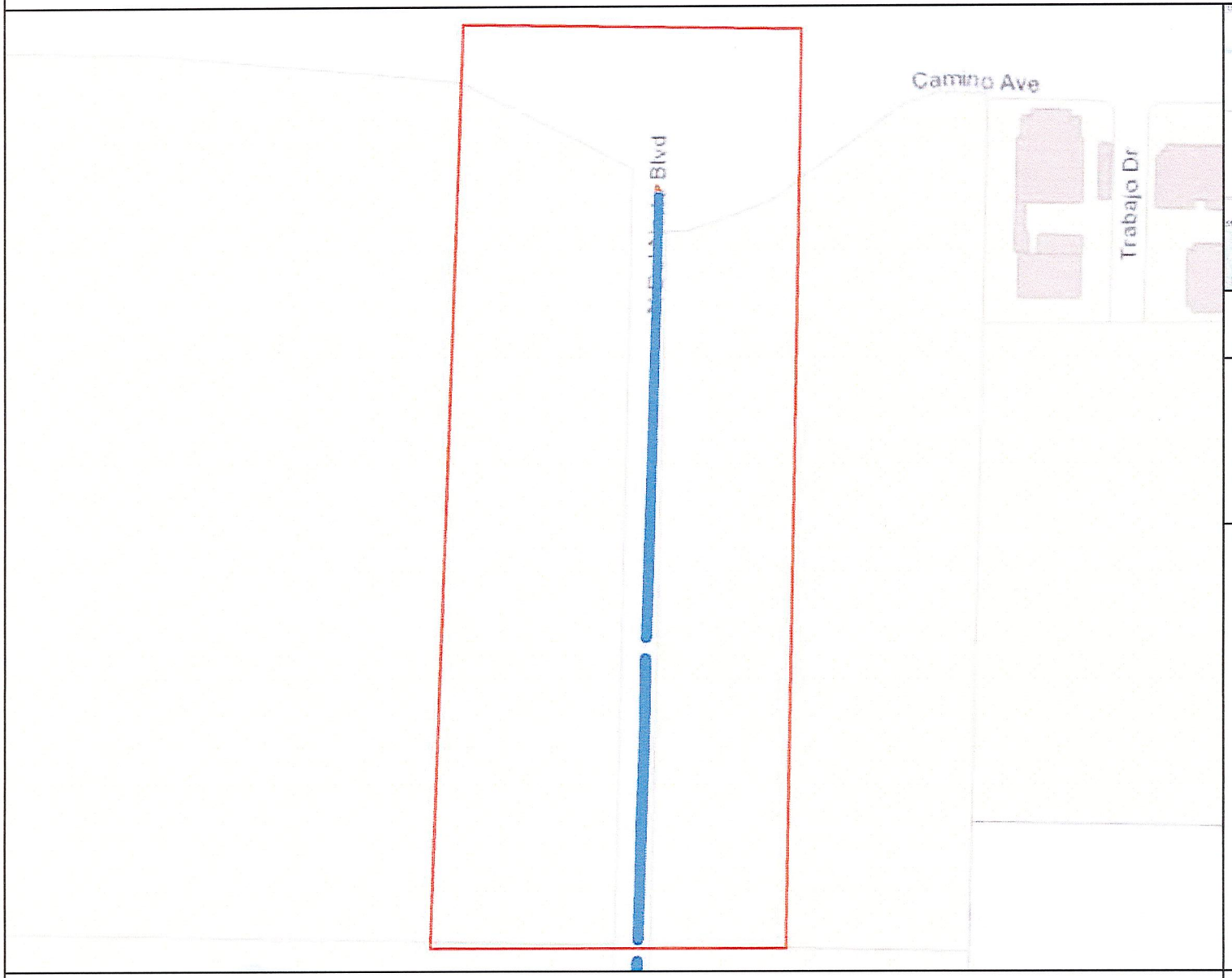
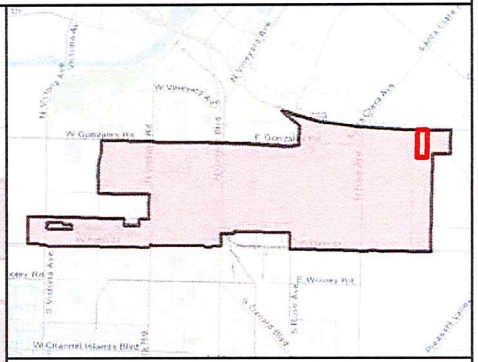
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 41 OF 49, DEL NORTE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,459 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~112 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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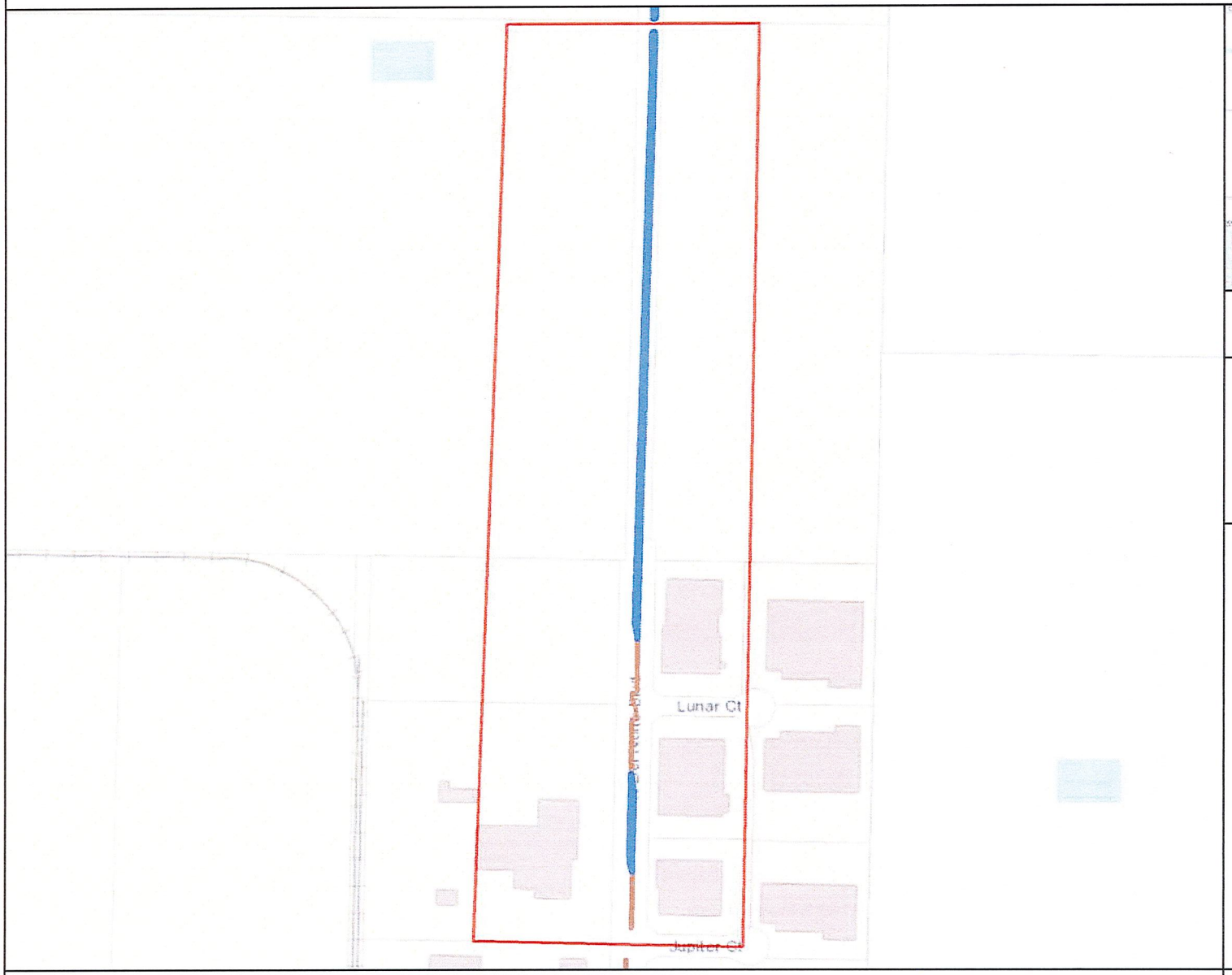
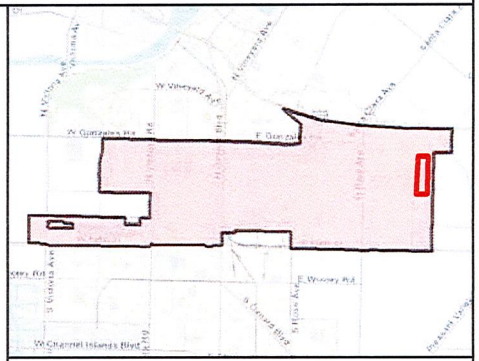
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 42 OF 49, DEL NORTE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~33,174 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~2,431 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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N
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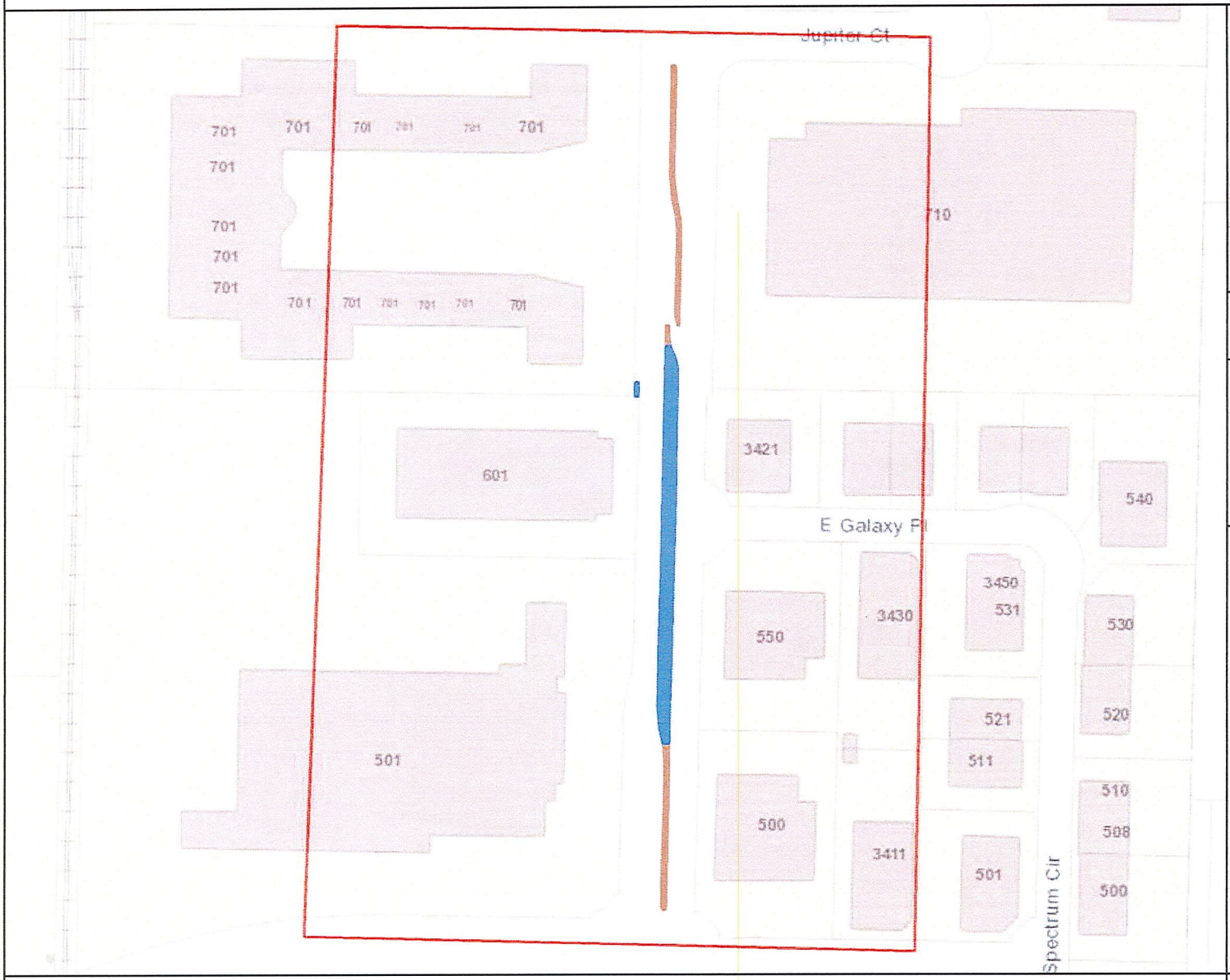
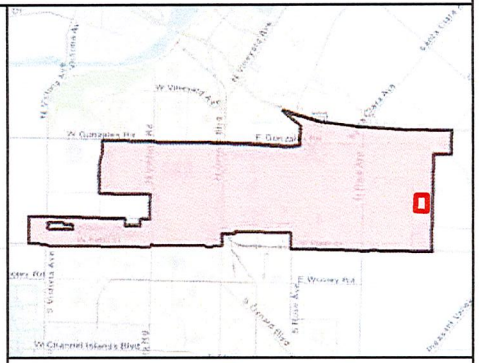
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 43 OF 49, DEL NORTE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,462 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,566 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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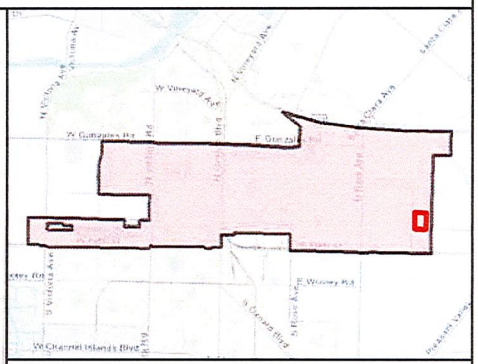
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 44 OF 49, DEL NORTE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,227 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,143 SQ FT
~0.07 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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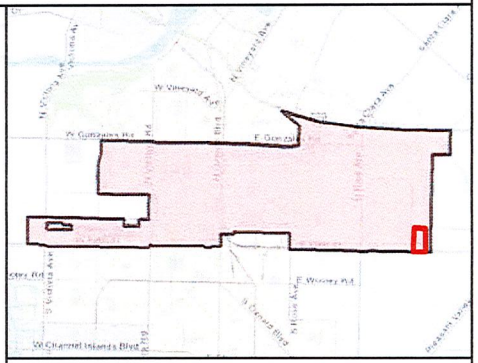
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 45 OF 49, DEL NORTE 5



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~8,125 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~9,224 SQ FT
~0.21 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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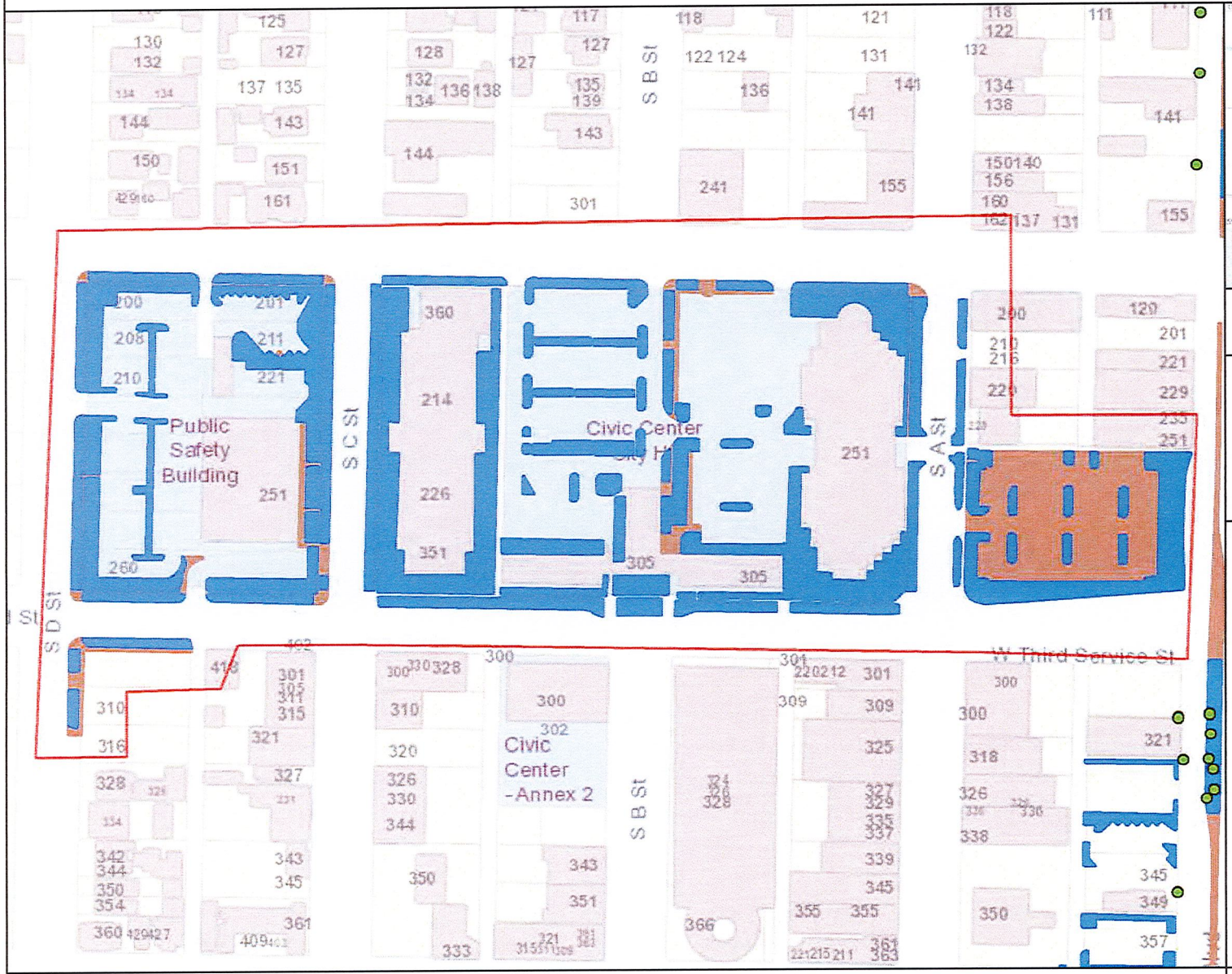
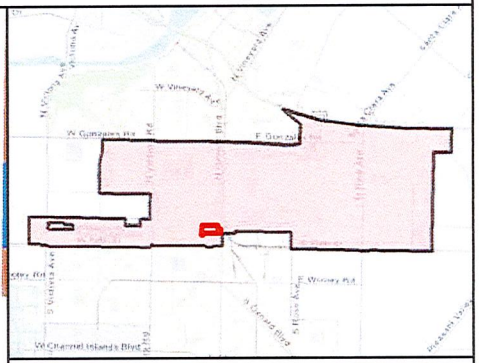
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 46 OF 49, CIVIC CENTER





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,764 SQ FT
~2.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~56,944 SQ FT
~1.31 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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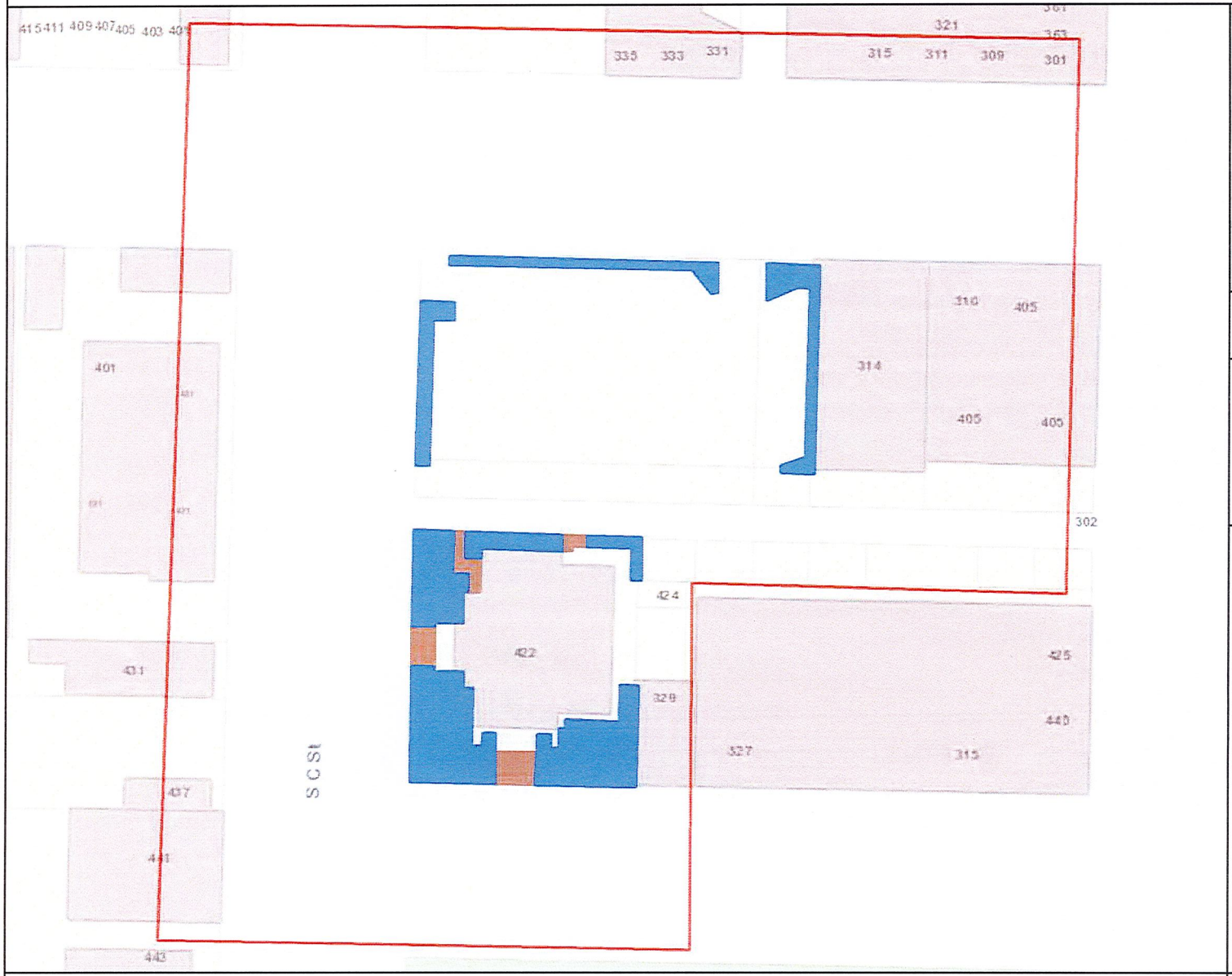
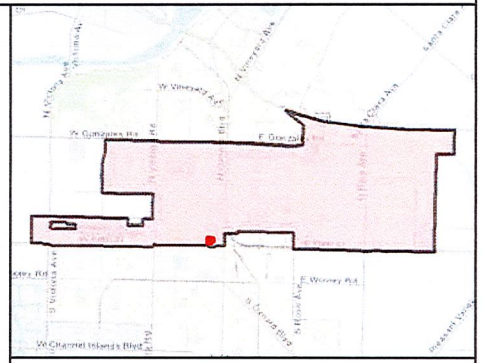
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 47 OF 49, CARNEGIE





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,674 SQ FT
~0.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~700 SQ FT
~0.02 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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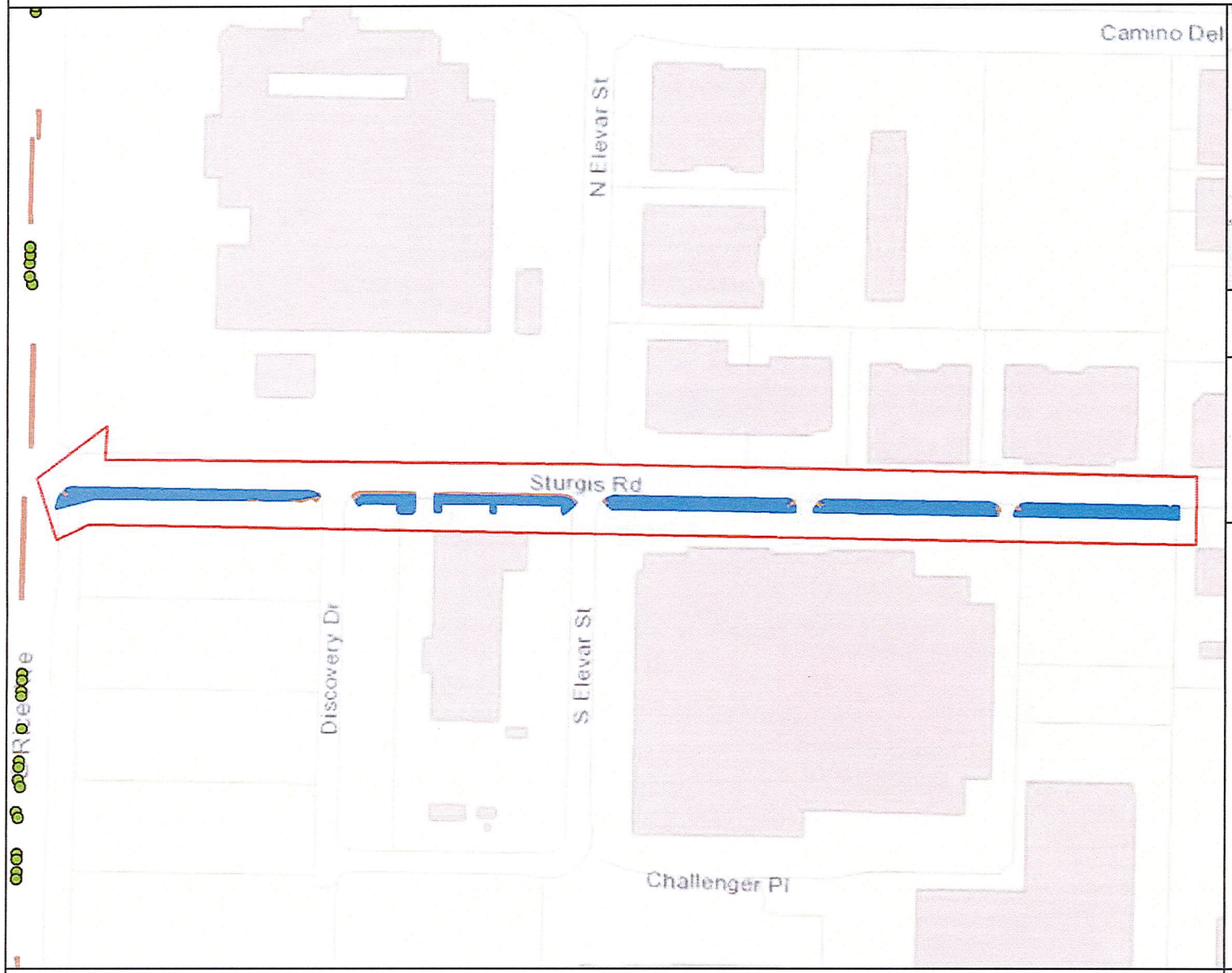
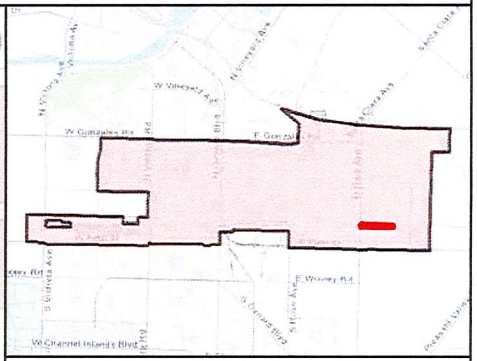
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 48 OF 49, STURGIS 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~38,183 SQ FT
~0.88 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,904 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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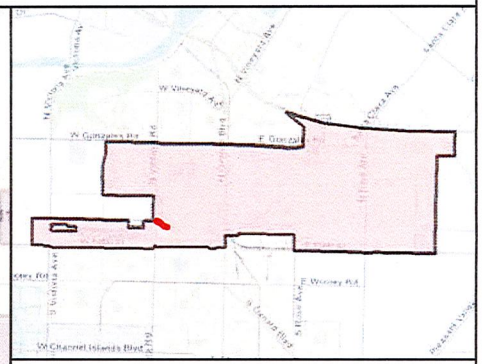
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 49 OF 49, W SECOND ST



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,358 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,580 SQ FT
~0.11 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

N
W E
S

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

FIRST AMENDMENT TO TRADE SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21 day of October, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Vendor

City and Vendor agree as follows:

1. The reference to the Region 2 Work Detail Maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to replace certain pages of the Region 2 Work Detail Map Exhibit with the attached pages identified as The Region 2 Detail Update Map Exhibit attached hereto and incorporated herein by this reference.

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

Daniel Willhite — Oct 21, 2021

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

N/A

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

10/13/21

Stephen M. Fischer, City Attorney (always required) Date

MARIPOSA LANDSCAPES, INC

10-11-21

Terry Noriega, President[2] Date

10-8-21

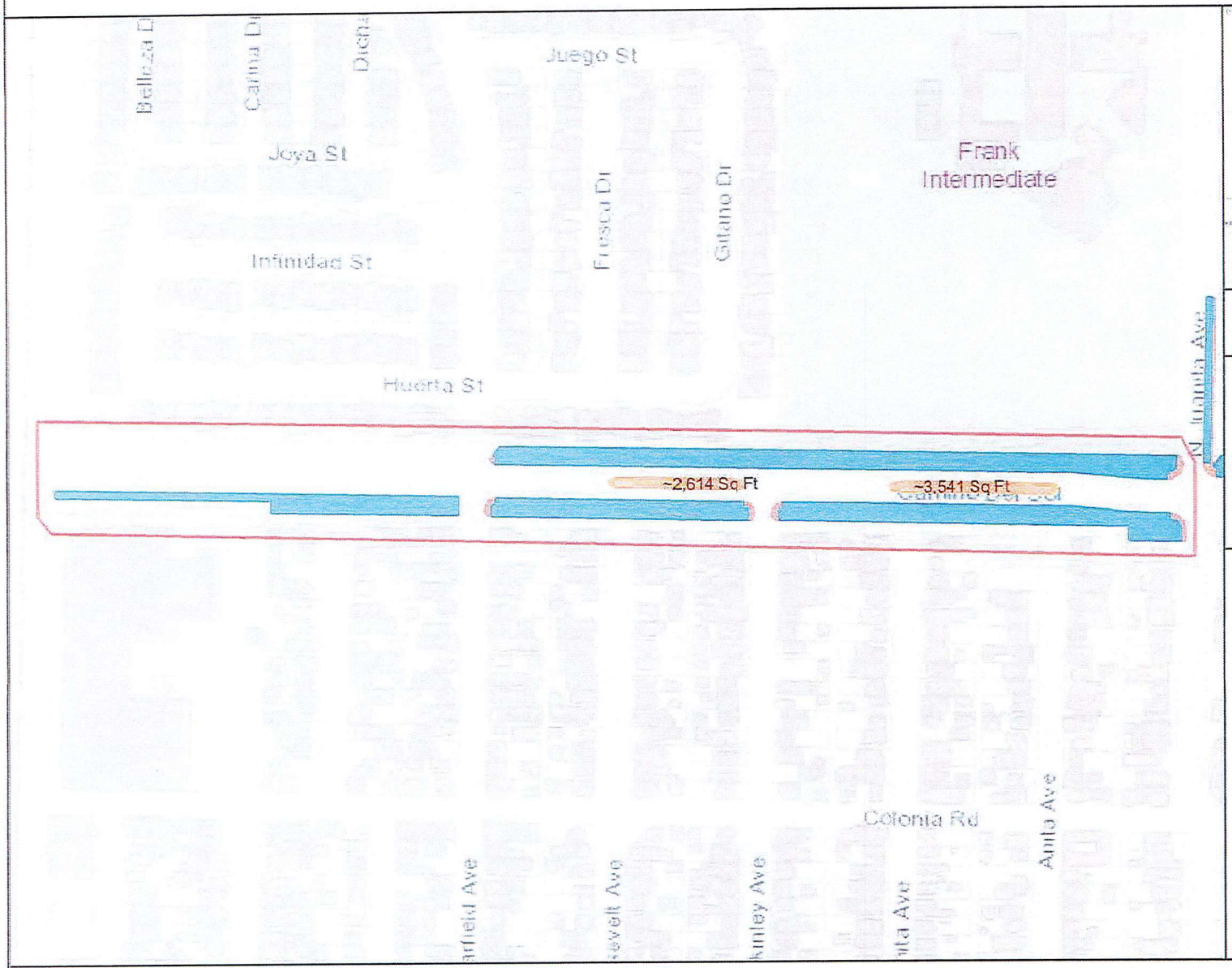
Antonio Valenzuela, Secretary Date

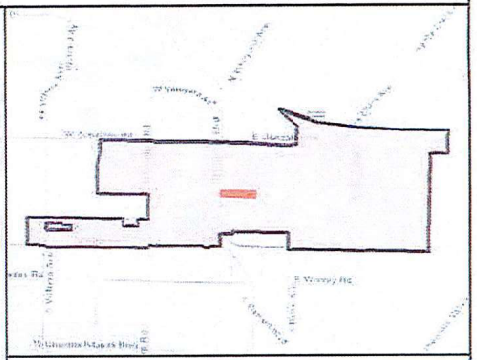
[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

REGION 2 WORK DETAIL UPDATE: PAGE 1 OF 49, CAMINO DEL SOL 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

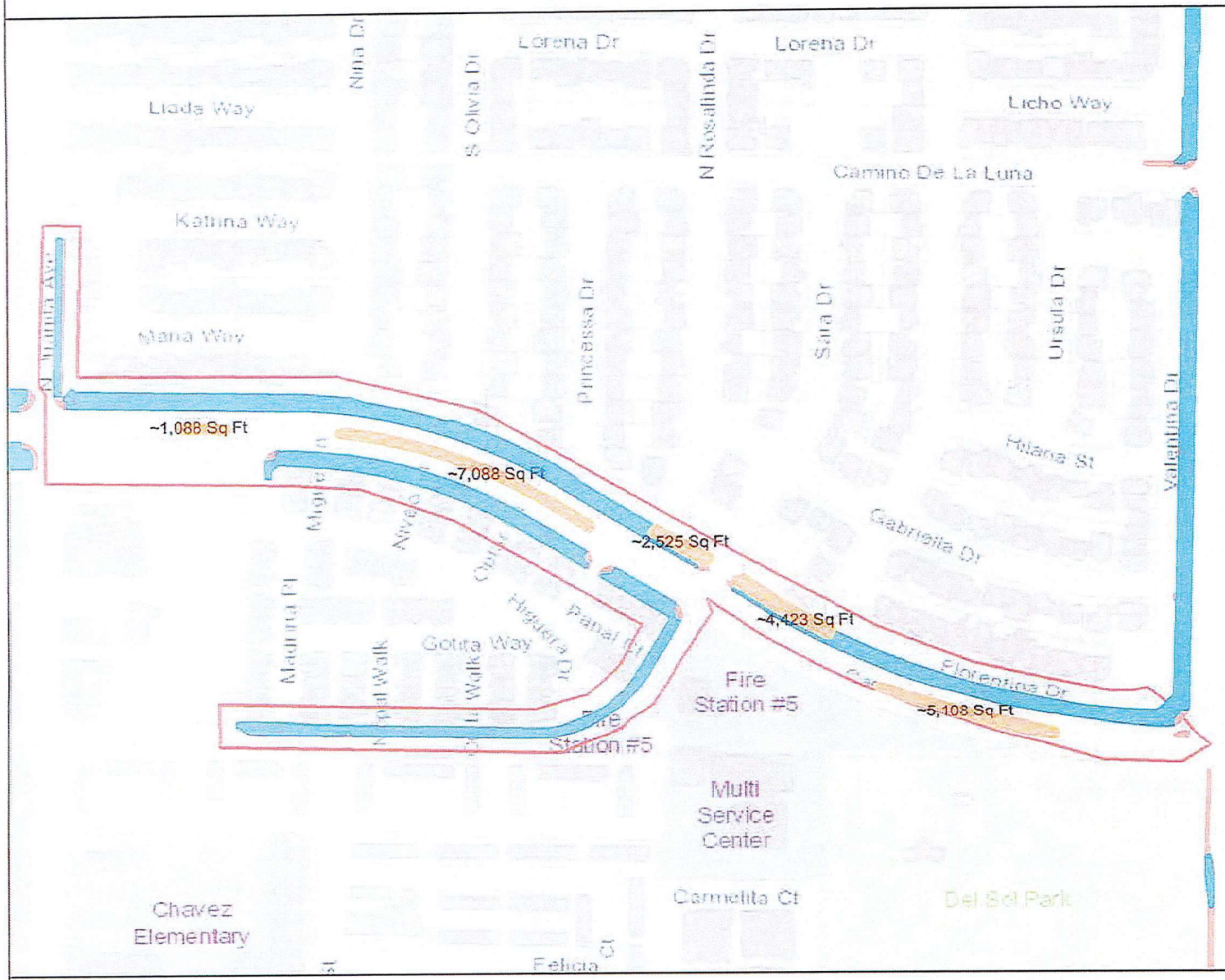
0 200 400 600 800 Feet

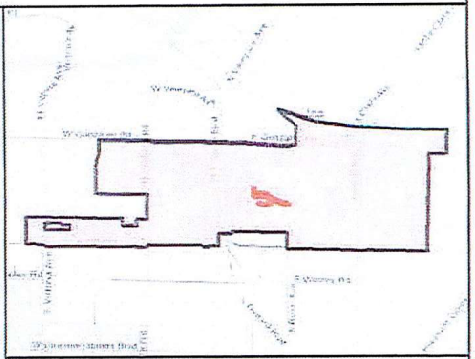
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 2 OF 49, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

- Medians to Add
- Medians to Remove
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

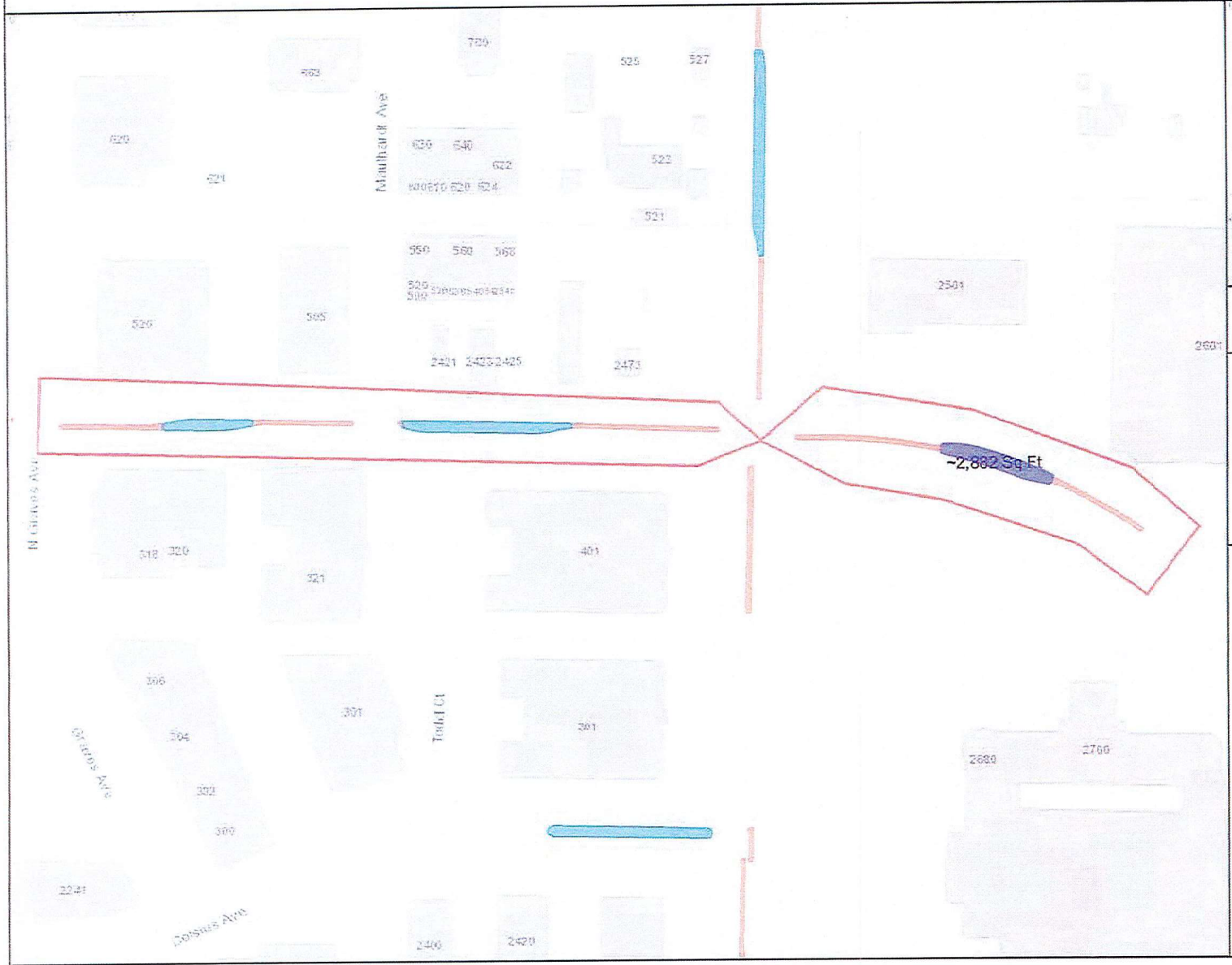
0 200 400 600 800 1,000 Feet

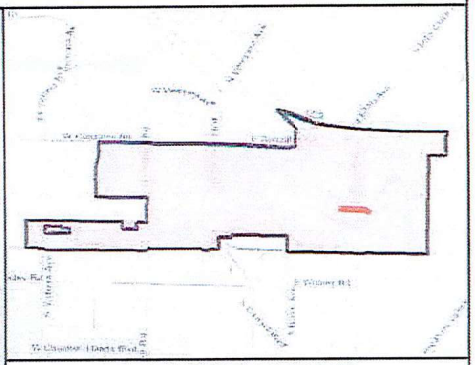
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 4 OF 49, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

LEGEND

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OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

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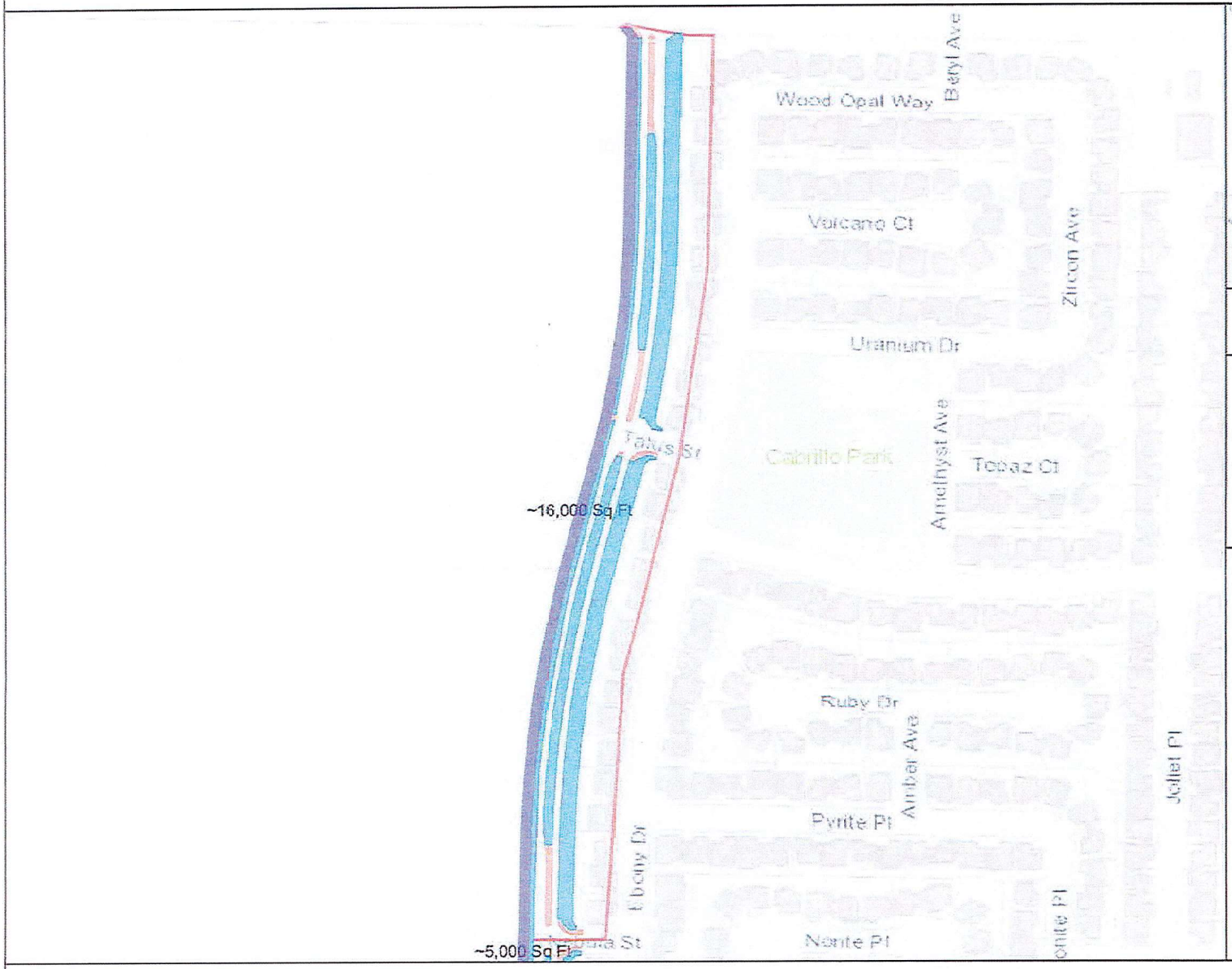
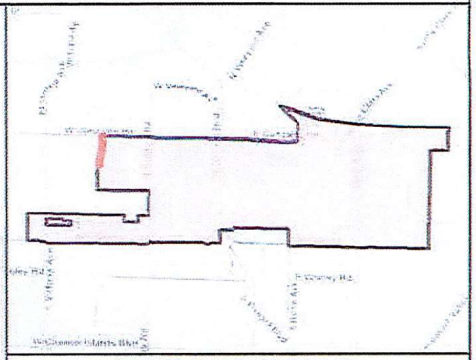
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 22 OF 49, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

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City of Oxnard
Geographic Information Systems
September 2021

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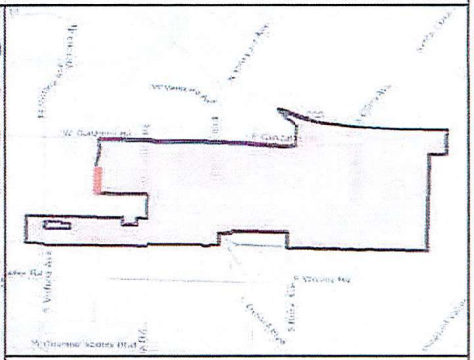
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 23 OF 49, PATTERSON RD 2



MAINTENANCE TOTALS

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CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
September 2021

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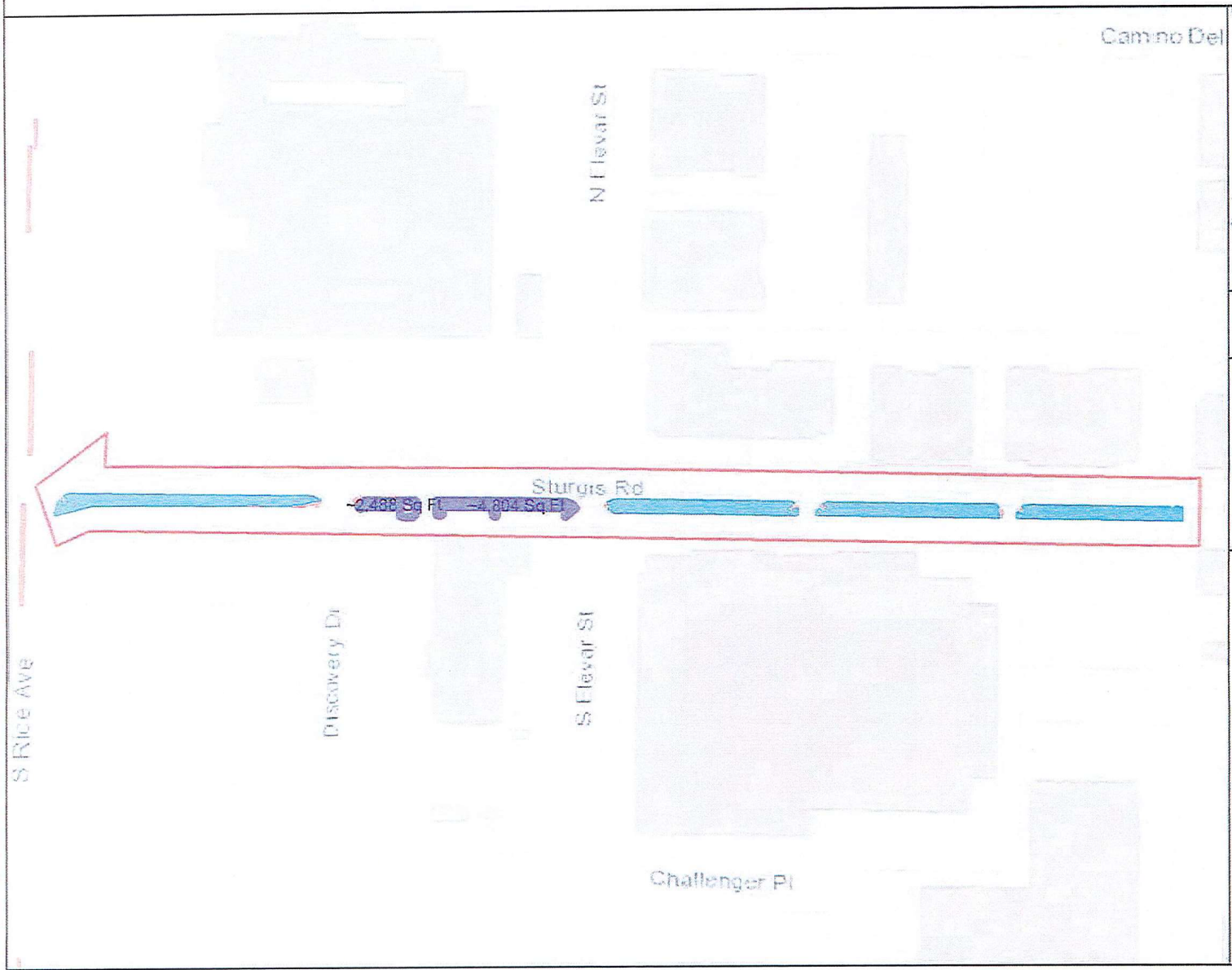
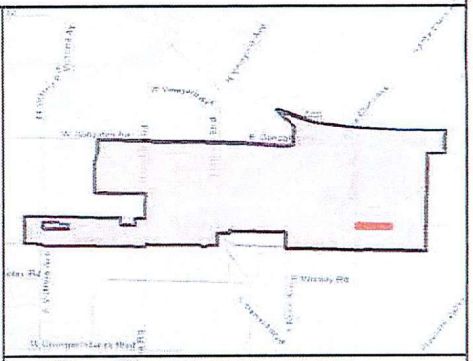
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 48 OF 49, STURGIS 1





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Geographic Information Systems
September 2021

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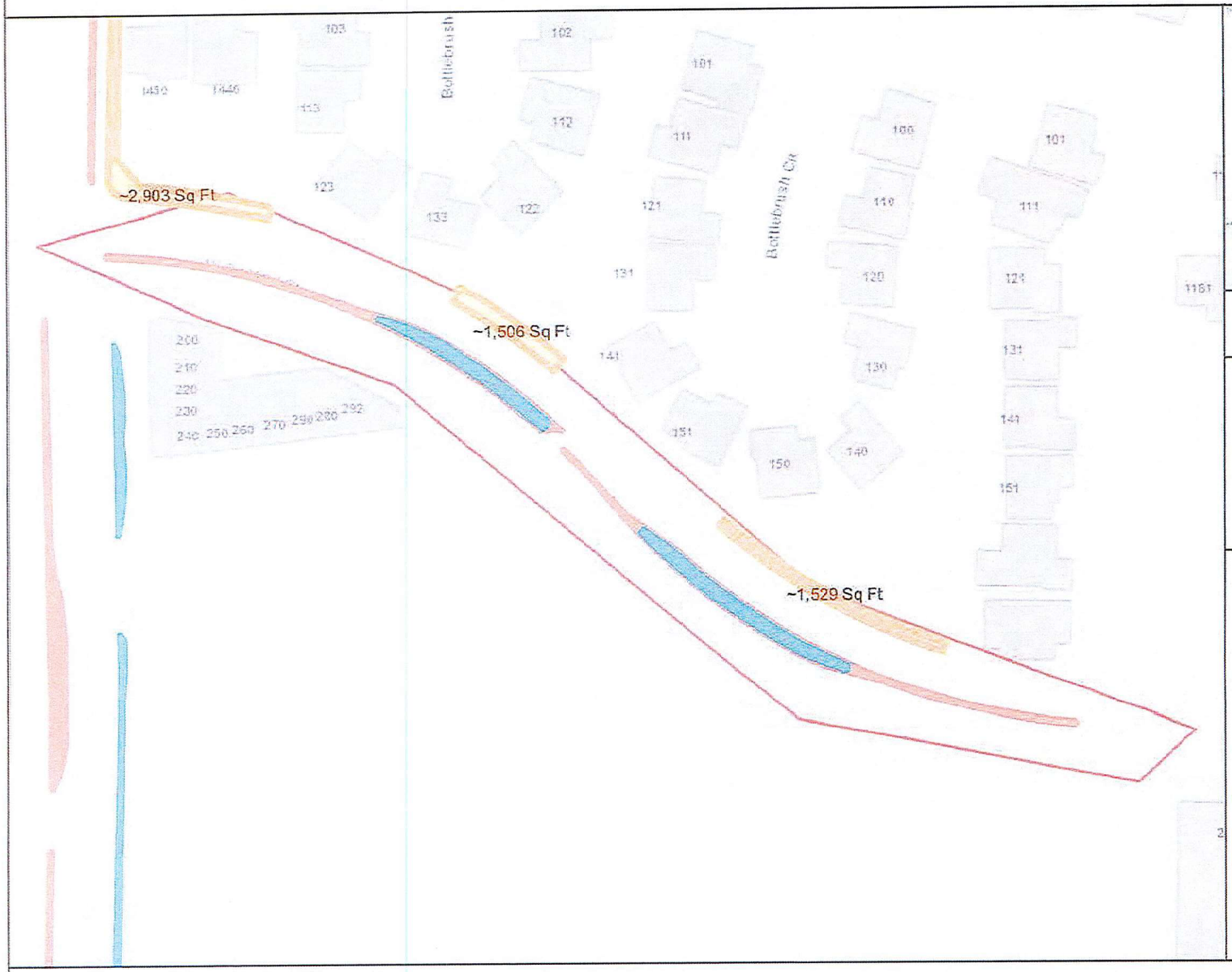
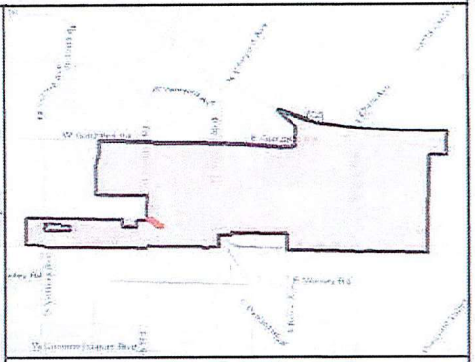
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL UPDATE: PAGE 49 OF 49, W SECOND ST





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September 2021

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: August 1, 2021

(2) Vendor: Mariposa Landscapes, Inc.

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 2

(4) Schedule of Services: Monthly Landscaping Maintenance located in Median ways located within Region 2 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $2,125,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Luis Valenzuela

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Mariposa Landscapes,
Inc Attn: Luis Valenzuela
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luisv@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 2 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 M3(2)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21

■ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

MARIPOSA LANDSCAPES, INC.

06/07/2021

Terry Noriega, President[2] Date

06/07/2021

Antonio Valenzuela, Secretary Date

ATTEST:

R. Chaparro 6/29/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 6-9-21

Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

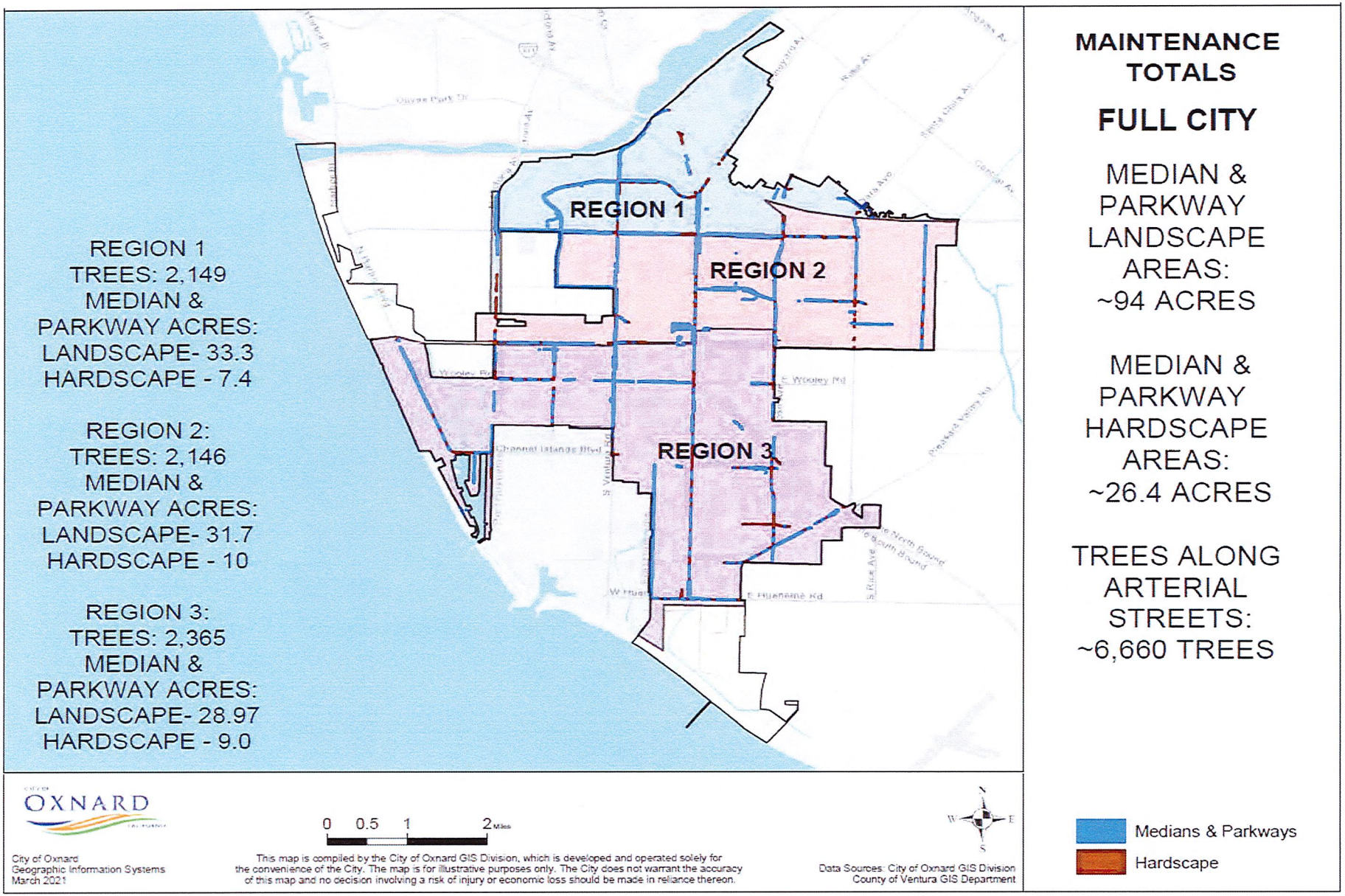
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 2

	Monthly Cost
Region 2	**$54,864.00**
Non-Selective herbicide applicate	**$1,800/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**


REGION 1
TREES: 2,149
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4
REGION 2:
TREES: 2,146
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10
REGION 3:
TREES: 2,365
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0
REGION 1
REGION 2
REGION 3
MAINTENANCE TOTALS
FULL CITY
MEDIAN & PARKWAY LANDSCAPE AREAS:
~94 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS:
~26.4 ACRES
TREES ALONG ARTERIAL STREETS:
~6,660 TREES
OXNARD
0 0.5 1 2 Miles
City of Oxnard
Geographic Information Systems
March 2021
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
Medians & Parkways
Hardscape

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
_____
Telephone: (___) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 2/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

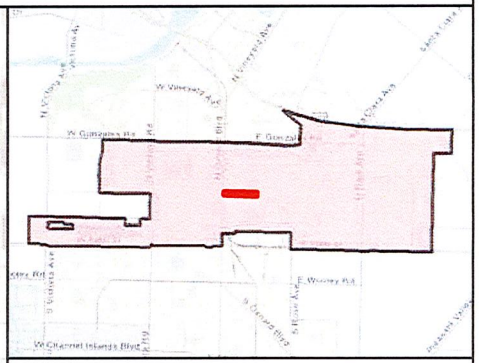
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 2 WORK DETAIL: PAGE 1 OF 49, CAMINO DEL SOL 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~106,882 SQ FT
~2.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,113 SQ FT
~0.44 ACRES

PROJECT TREES:
252 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

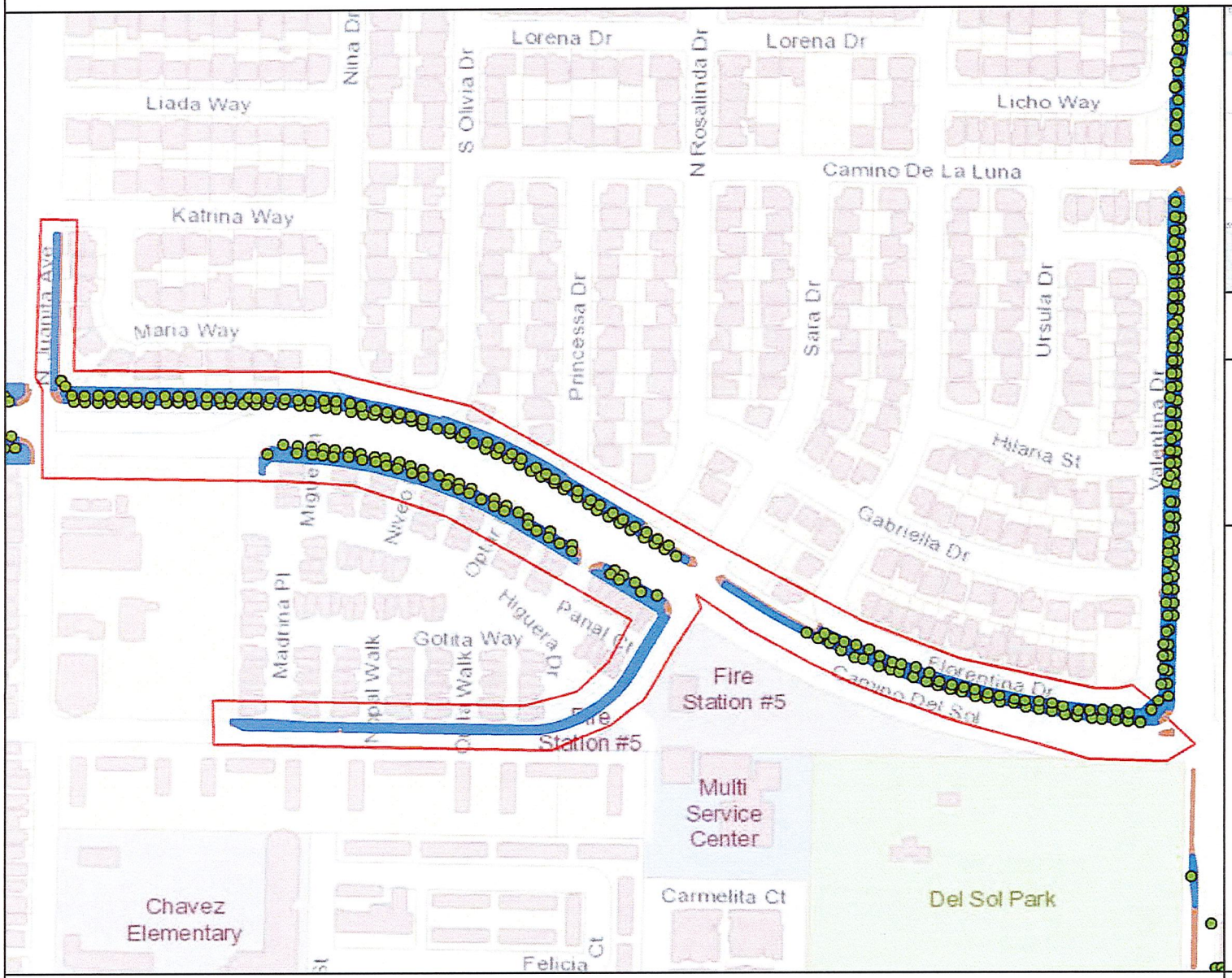
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

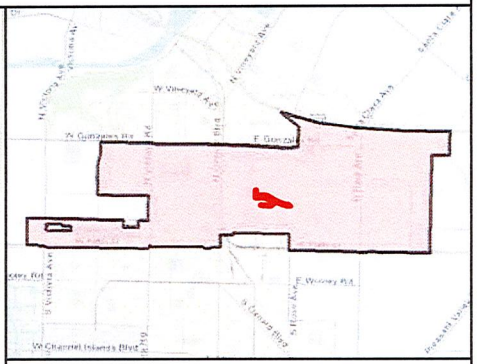
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 2 OF 49, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~101,928 SQ FT
~2.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~29,362 SQ FT
~0.67 ACRES

PROJECT TREES:
206 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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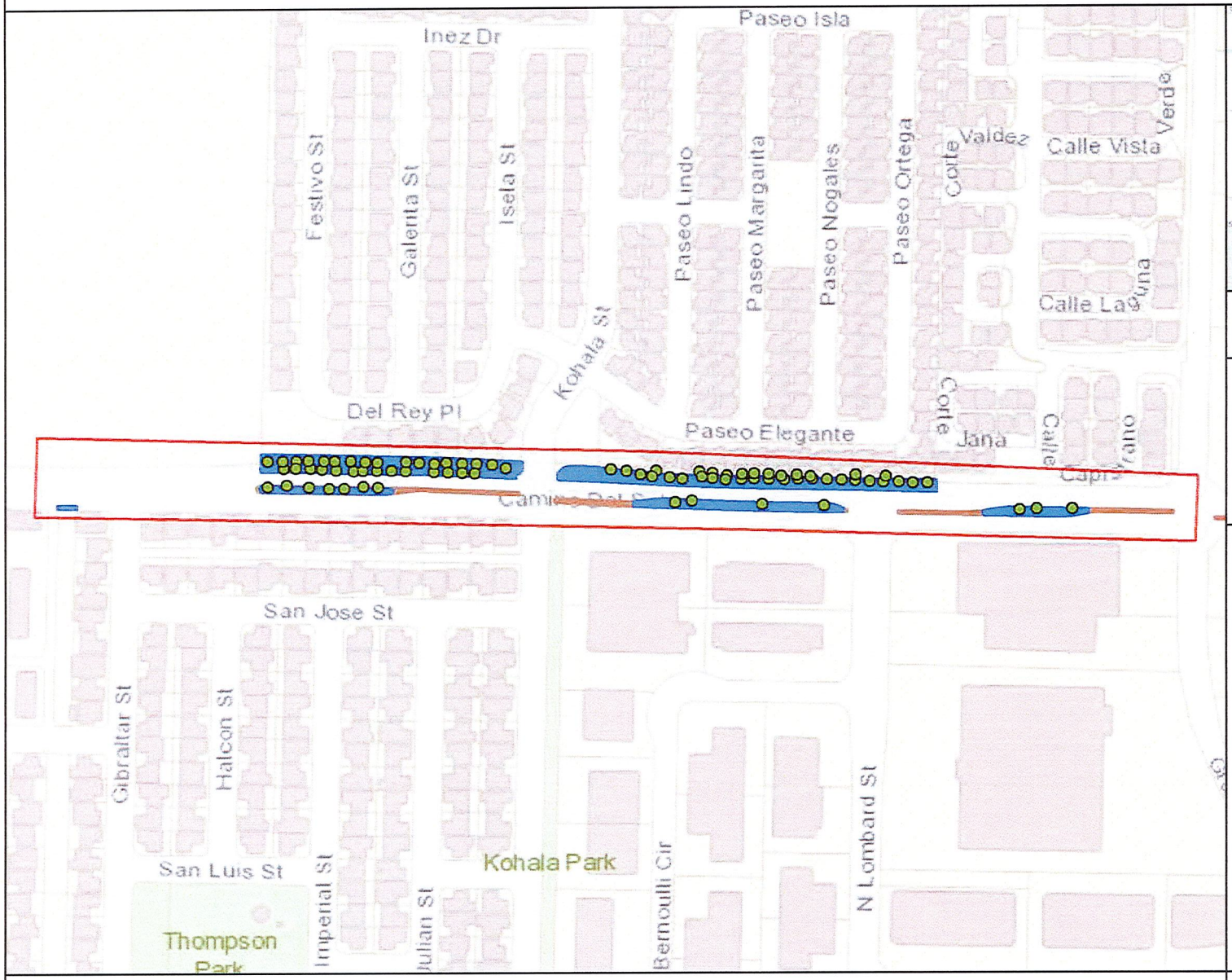
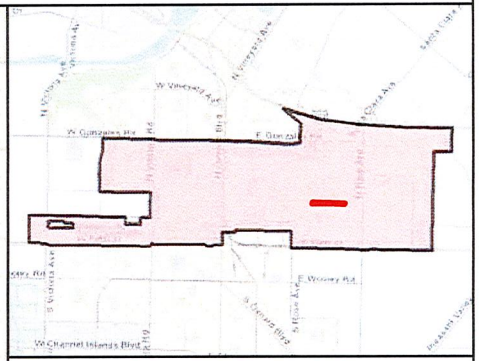
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 3 OF 49, CAMINO DEL SOL 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,259 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,190 SQ FT
~0.12 ACRES

PROJECT TREES:
80 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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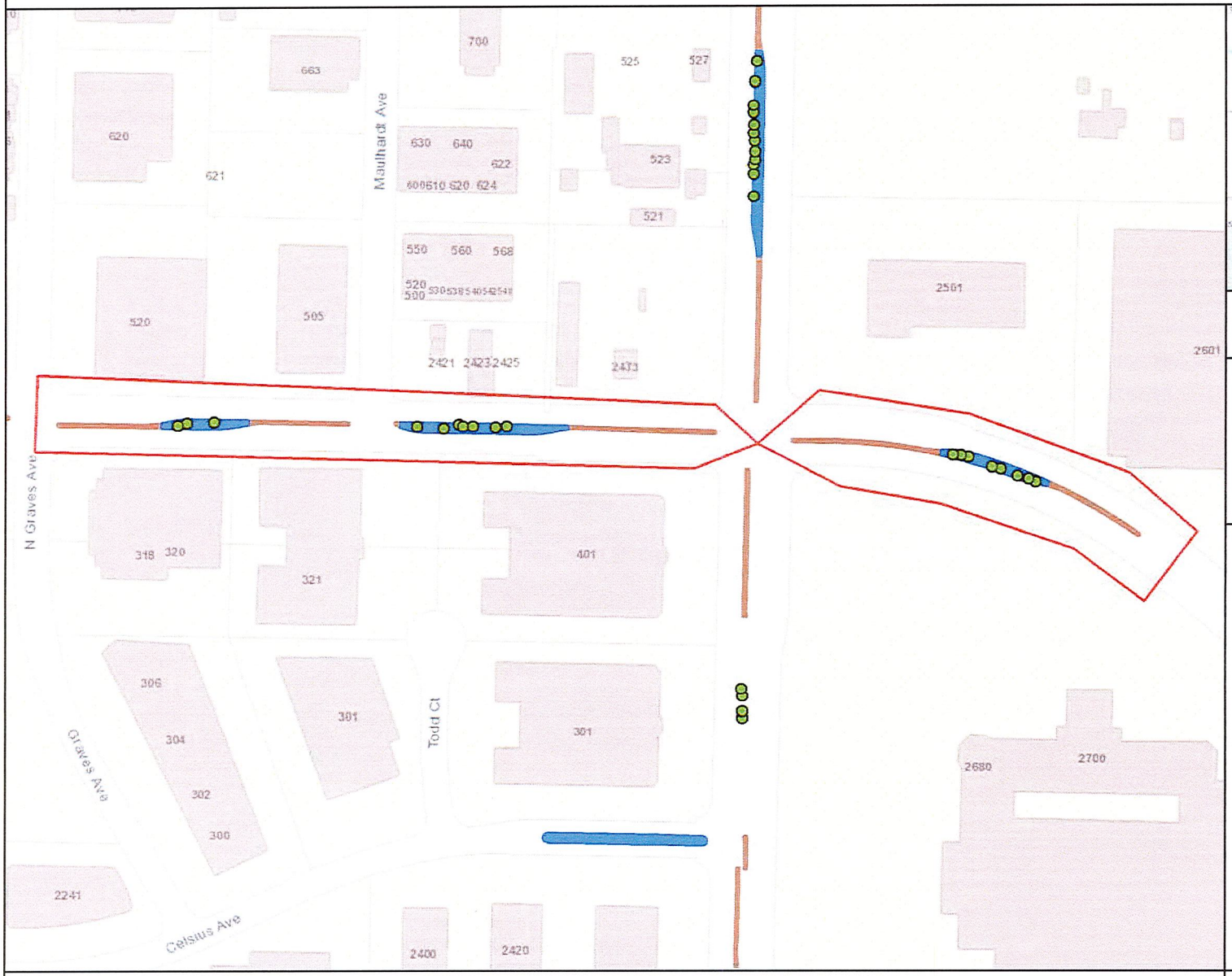
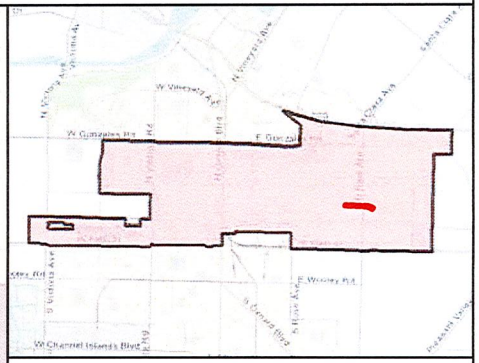
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 4 OF 49, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,369 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,736 SQ FT
~0.11 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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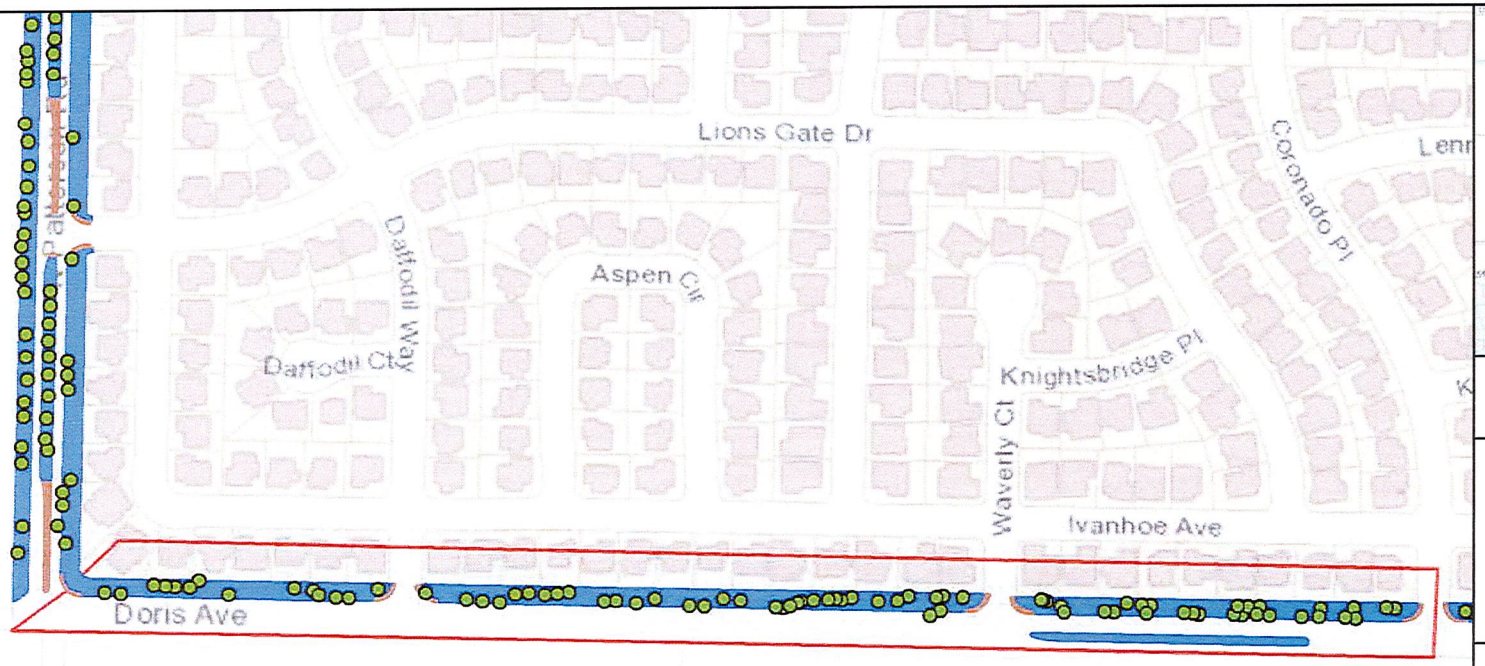
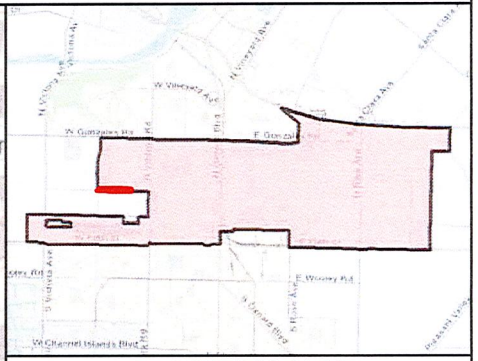
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 5 OF 49, DORIS AVE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,788 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,920 SQ FT
~0.32 ACRES

PROJECT TREES:
78 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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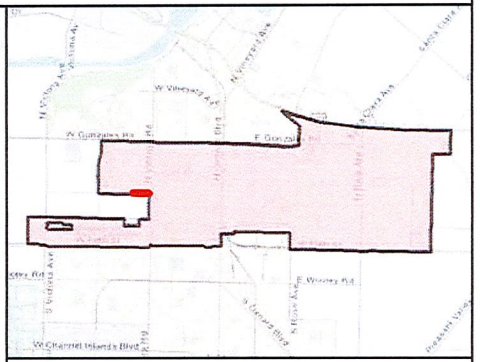
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 6 OF 49, DORIS AVE 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,077 SQ FT
~0.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,759 SQ FT
~0.18 ACRES

PROJECT TREES:
60 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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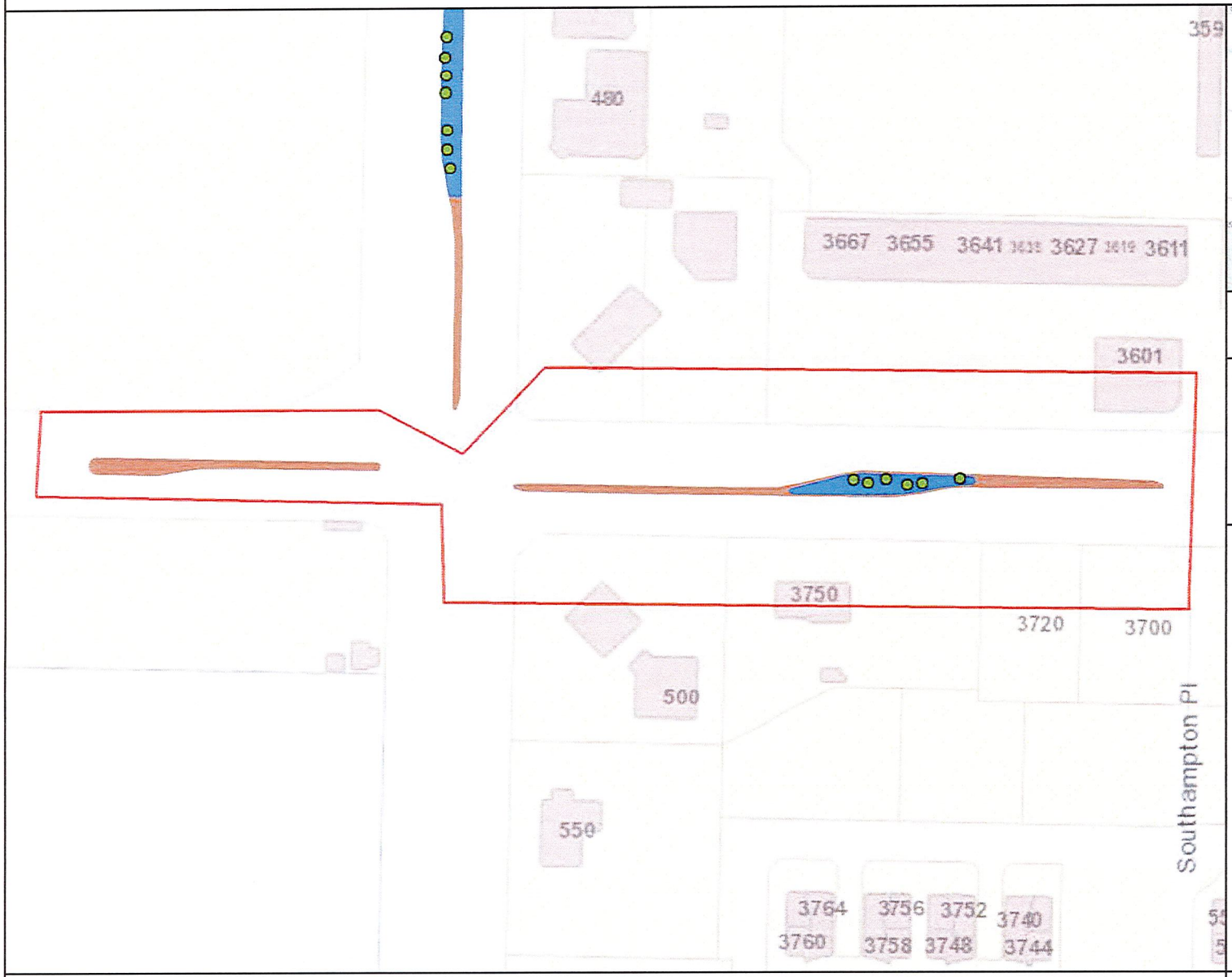
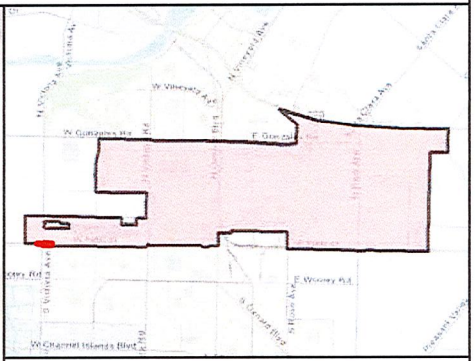
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 7 OF 49, FIFTH ST 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,305 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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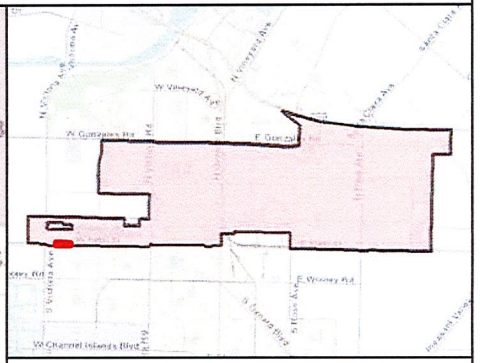
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 8 OF 49, FIFTH ST 02



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,085 SQ FT
~0.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,832 SQ FT
~0.18 ACRES

PROJECT TREES:
40 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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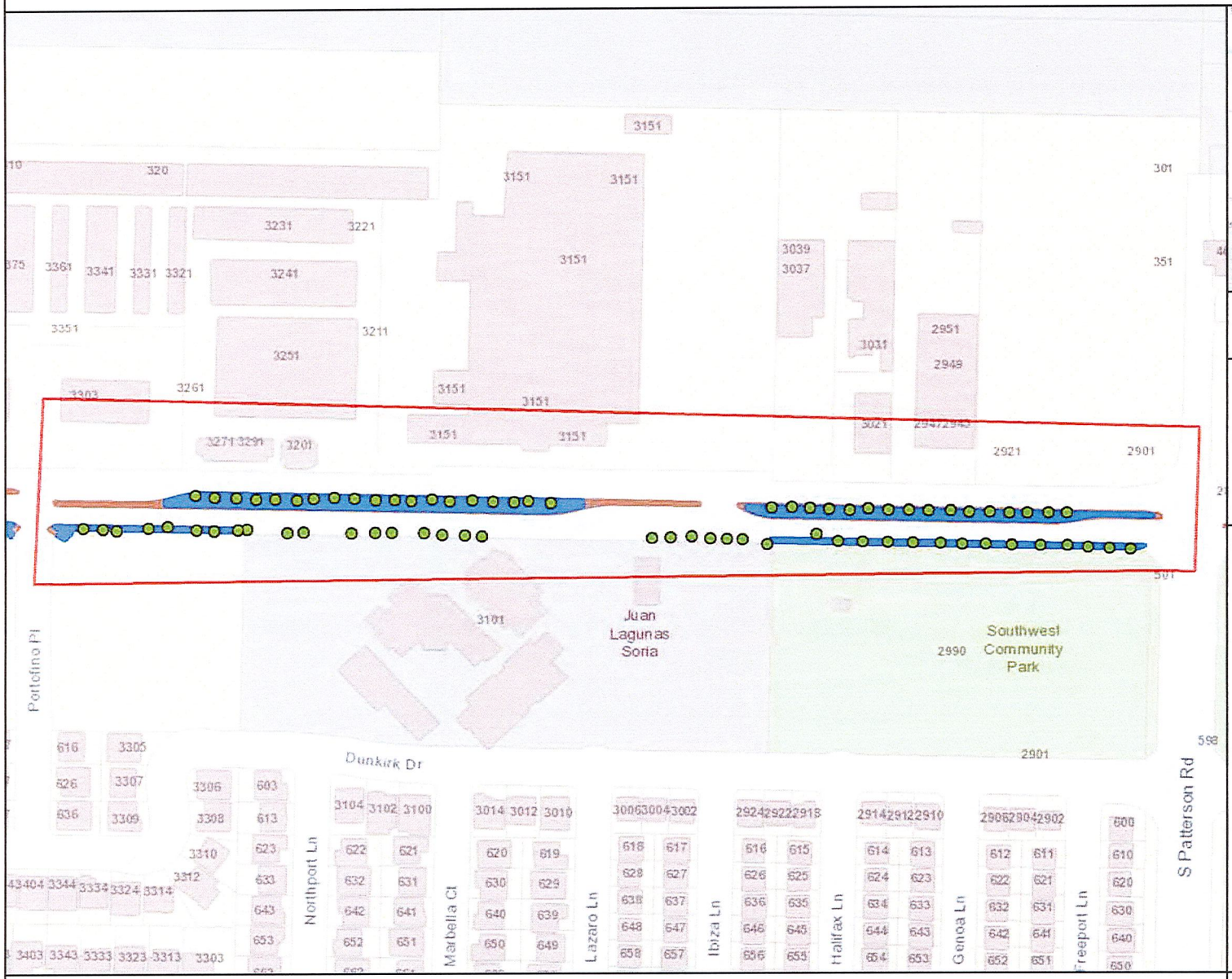
N W E S

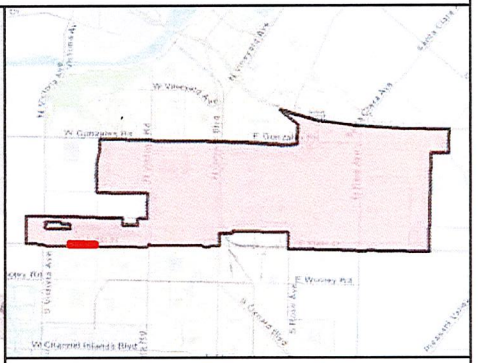
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

089

REGION 2 WORK DETAIL: PAGE 9 OF 49, FIFTH ST 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~46,458 SQ FT
~1.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,370 SQ FT
~0.28 ACRES

PROJECT TREES:
74 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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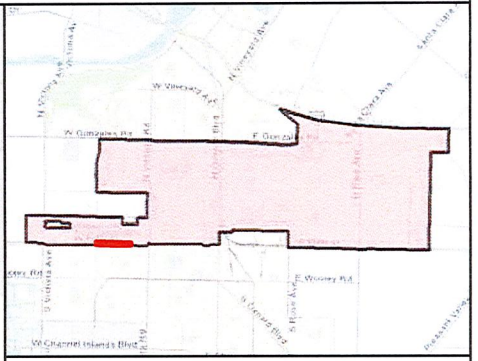
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 10 OF 49, FIFTH ST 04



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,677 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,163 SQ FT
~0.1 ACRES

PROJECT TREES:
92 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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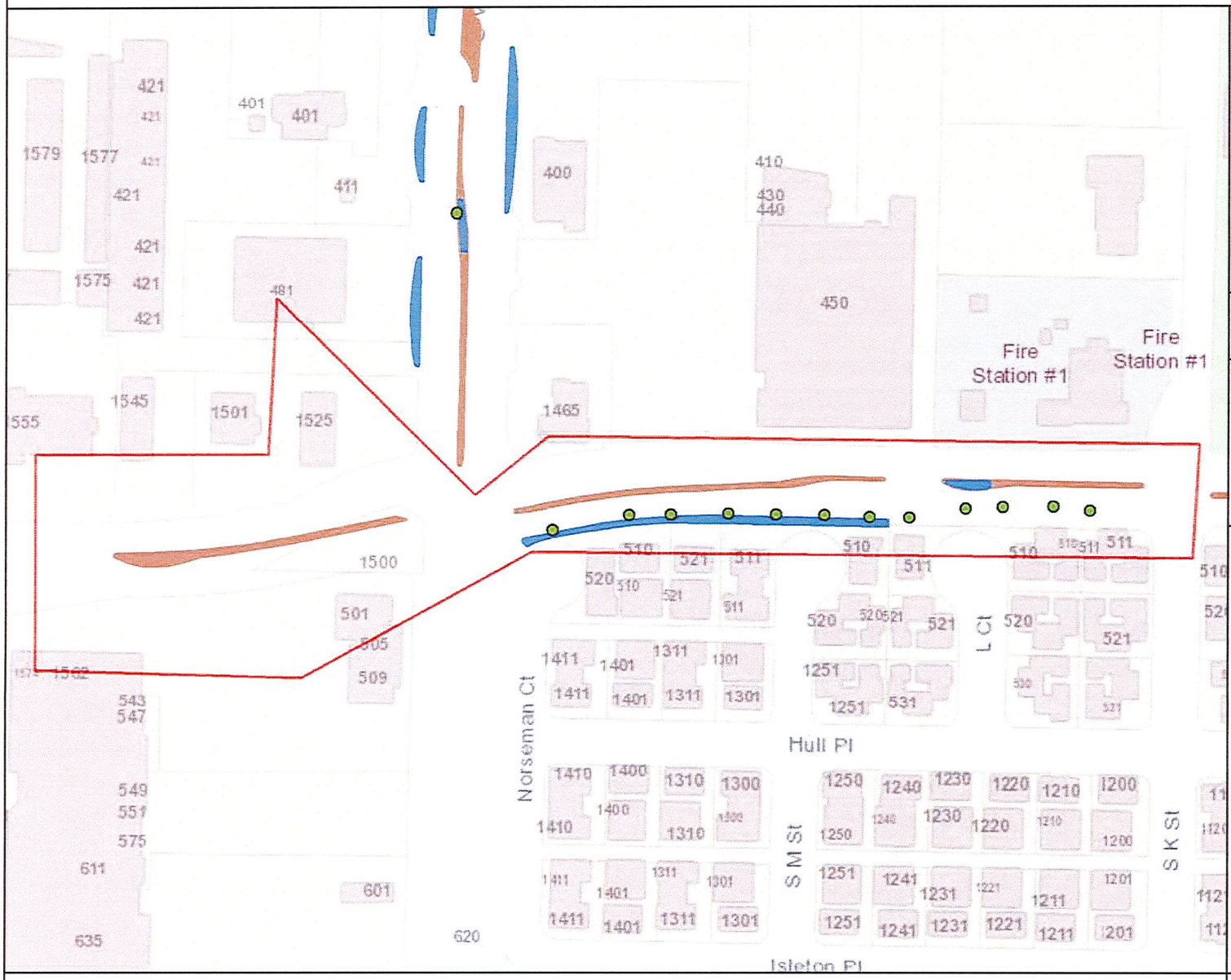
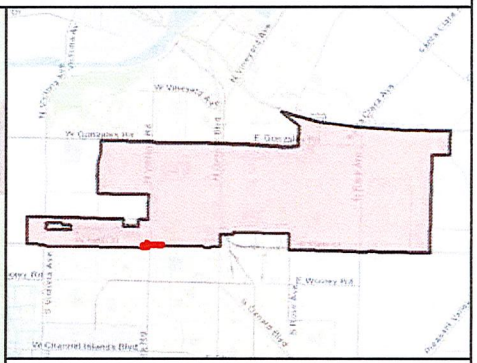
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 11 OF 49, FIFTH ST 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,129 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,162 SQ FT
~0.14 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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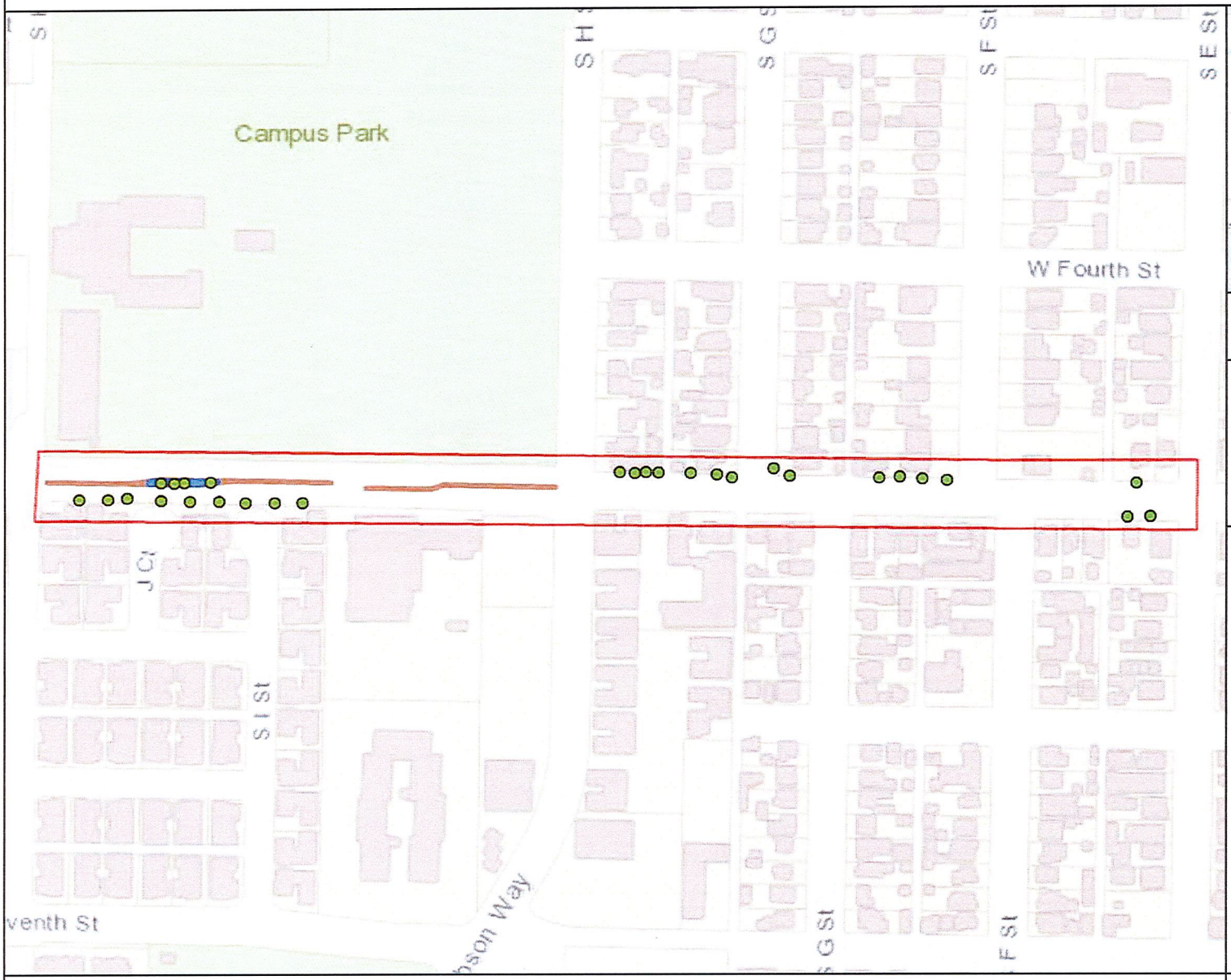
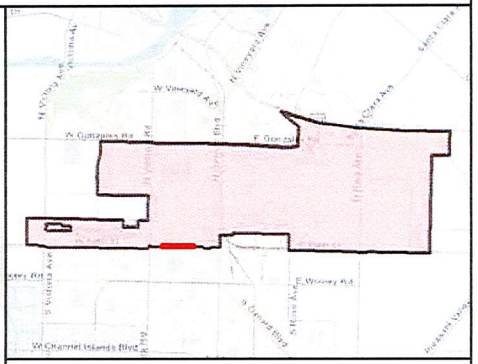
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 12 OF 49, FIFTH ST 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,319 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,195 SQ FT
~0.1 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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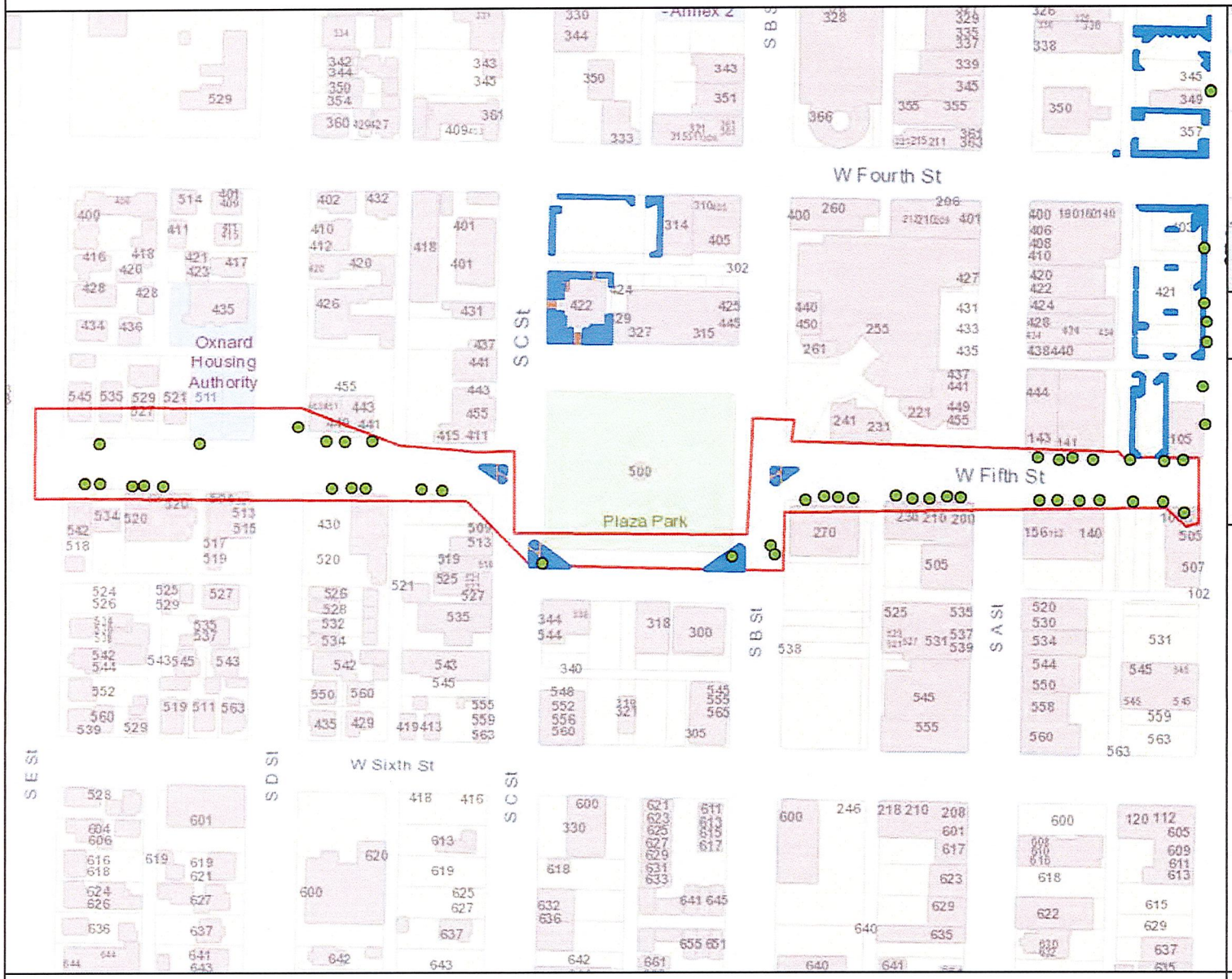
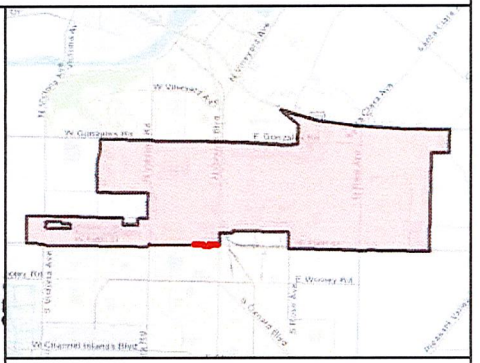
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 13 OF 49, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,237 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,047 SQ FT
~0.02 ACRES

PROJECT TREES:
43 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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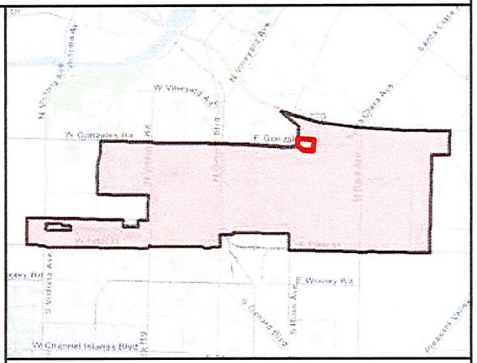
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 14 OF 49, GONZALES 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,718 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
29 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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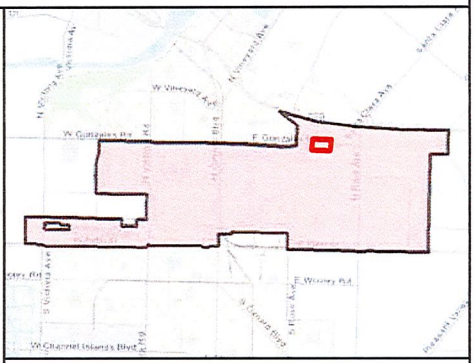
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 15 OF 49, GONZALES 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,338 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,587 SQ FT
~0.13 ACRES

PROJECT TREES:
27 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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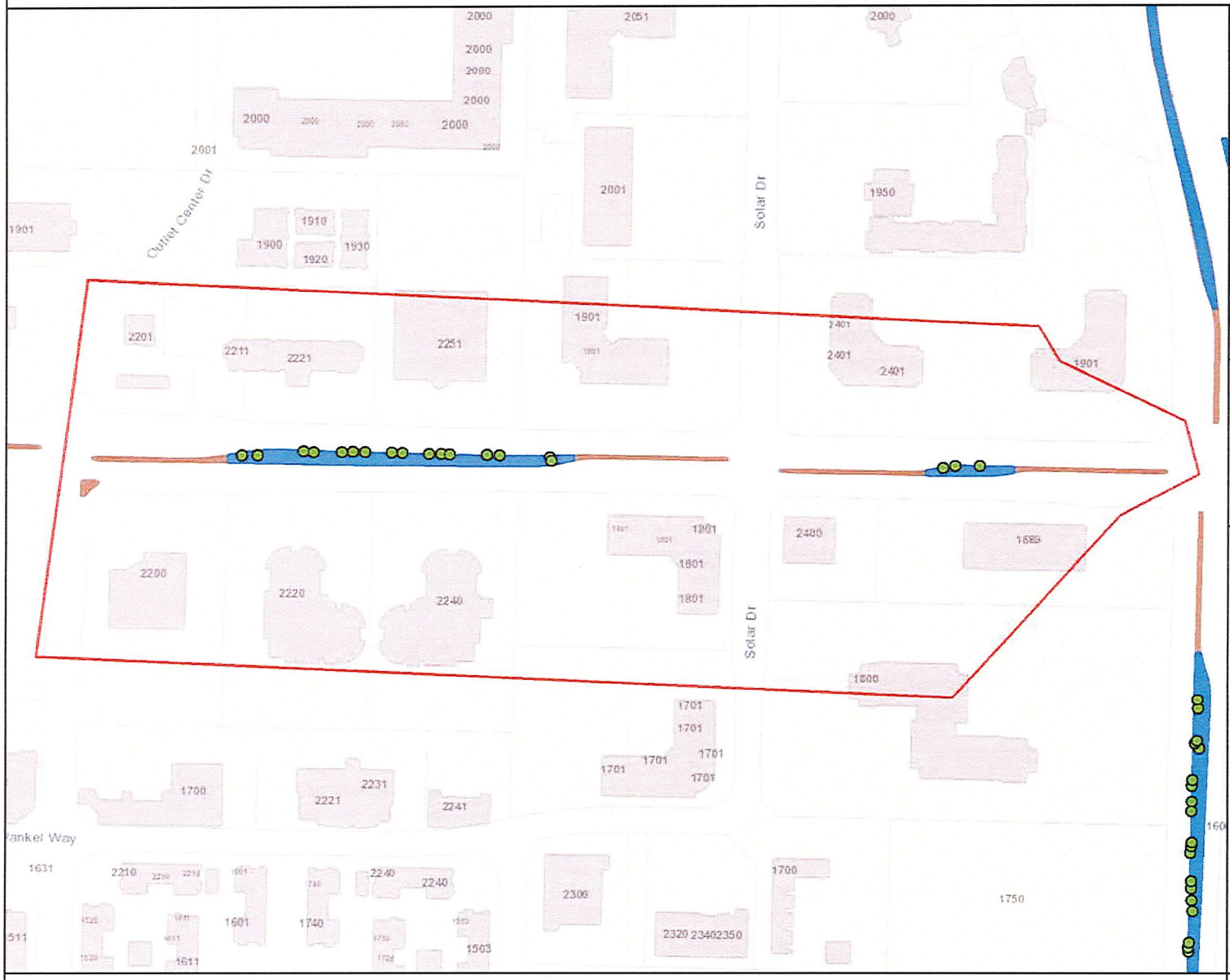
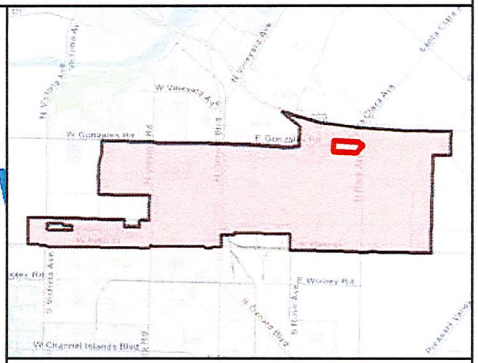
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 16 OF 49, GONZALES 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,135 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,467 SQ FT
~0.1 ACRES

PROJECT TREES:
19 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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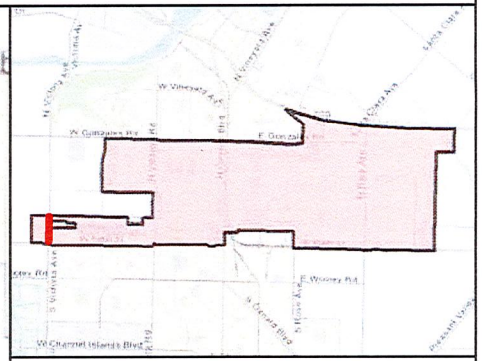
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 17 OF 49, N VICTORIA



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,639 SQ FT
~0.11 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,286 SQ FT
~0.08 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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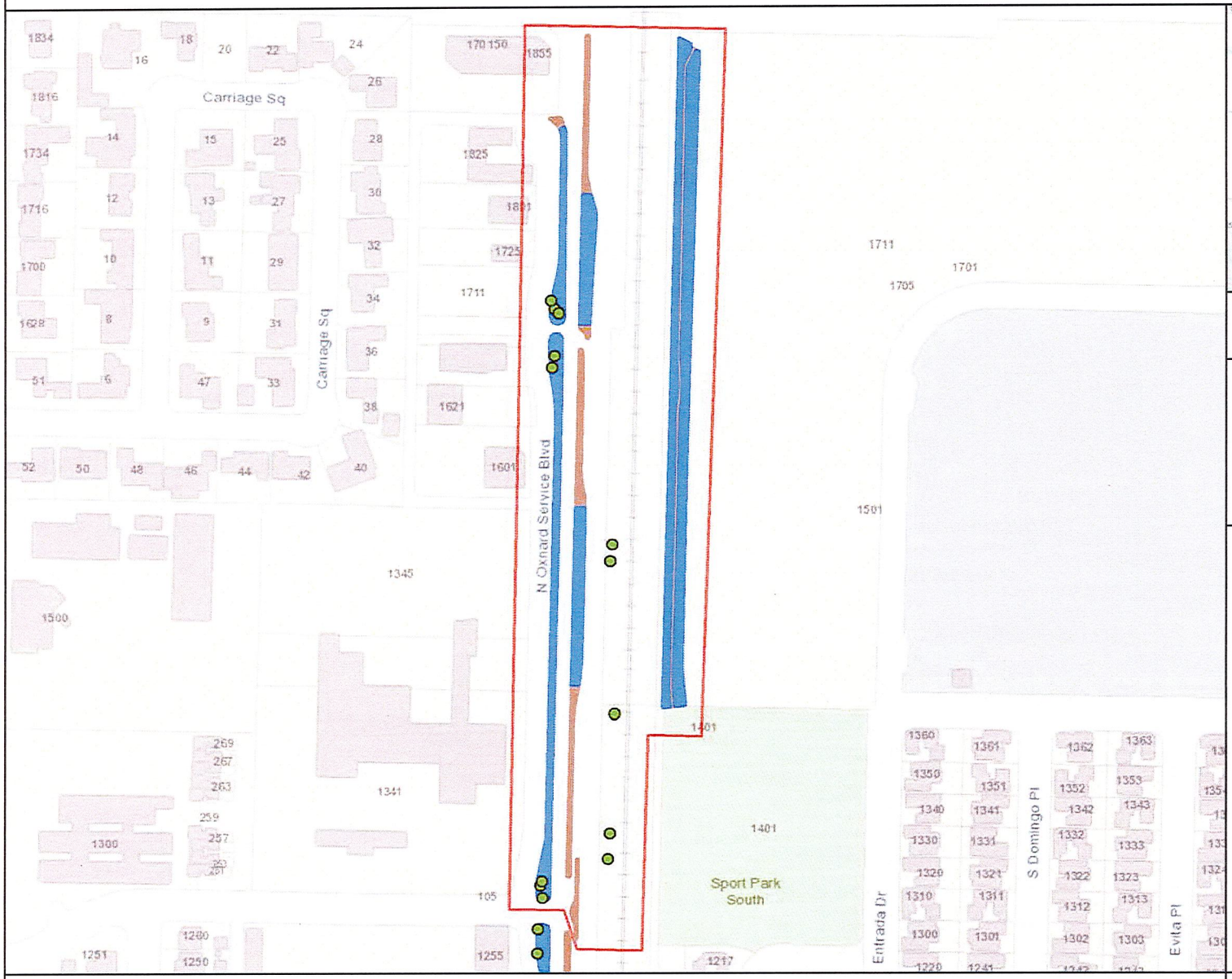
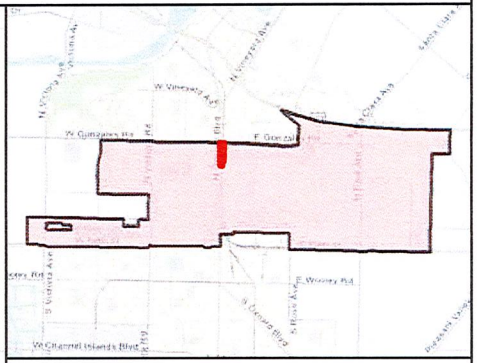
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 18 OF 49, OXNARD BLVD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,985 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,416 SQ FT
~0.47 ACRES

PROJECT TREES:
13 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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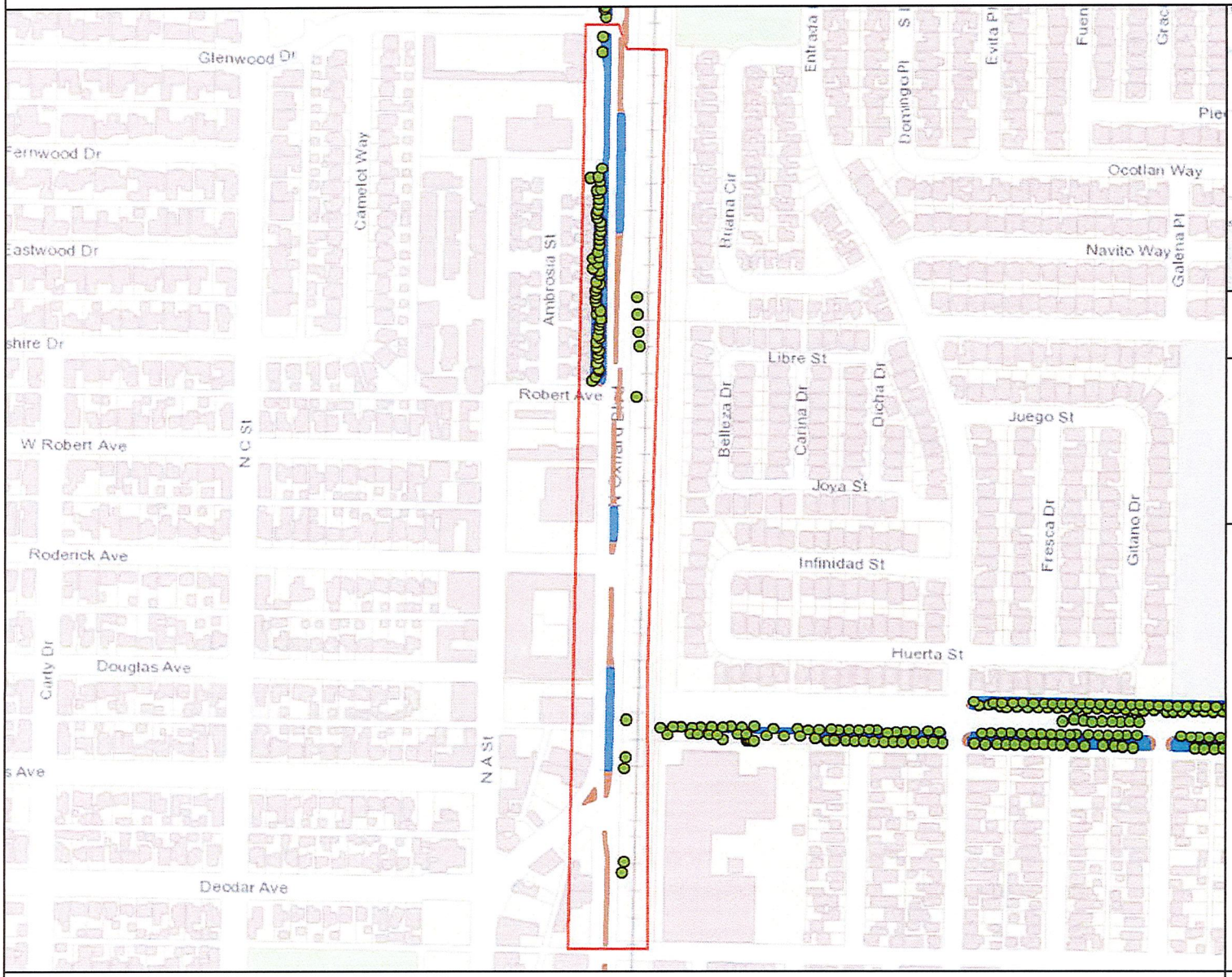
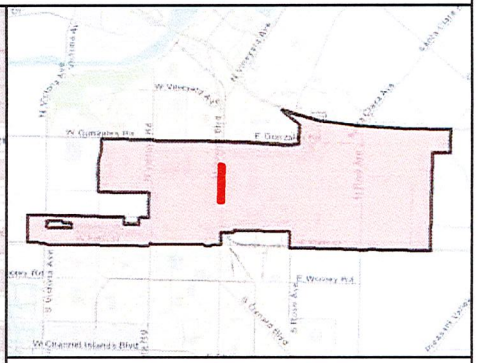
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 19 OF 49, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,926 SQ FT
~0.78 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,781 SQ FT
~0.34 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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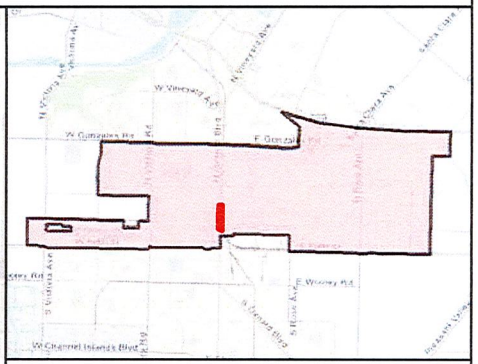
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 20 OF 49, OXNARD BLVD 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~3,602 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~4,972 SQ FT
~0.11 ACRES

PROJECT TREES:
14 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

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S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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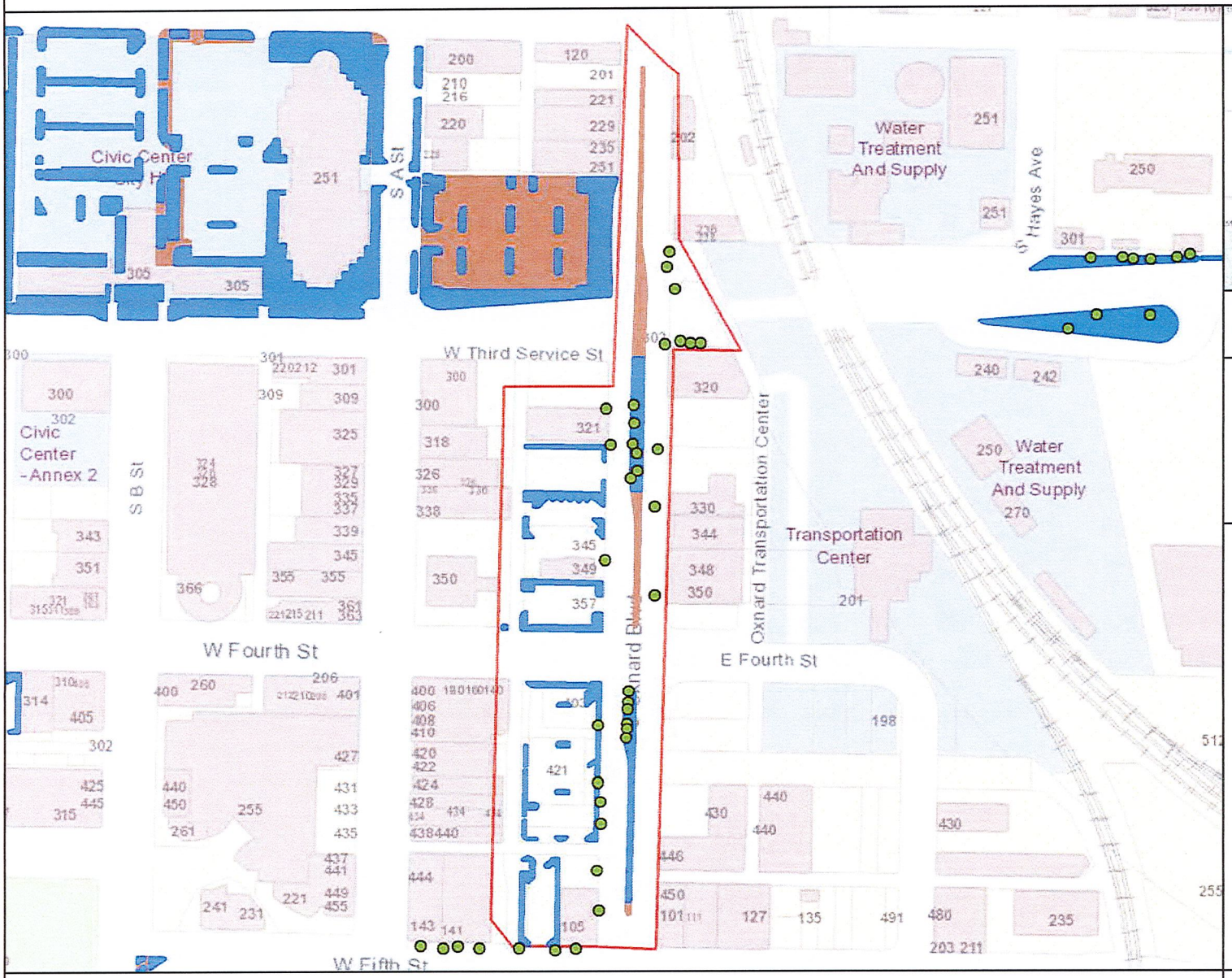
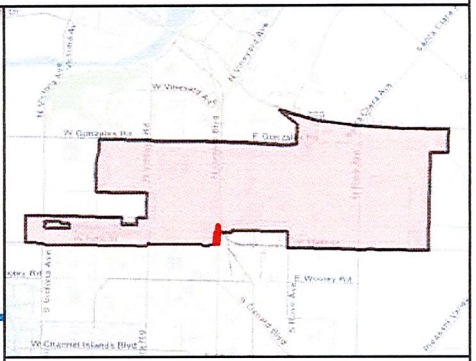
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 21 OF 49, OXNARD BLVD 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,082 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,326 SQ FT
~0.1 ACRES

PROJECT TREES:
31 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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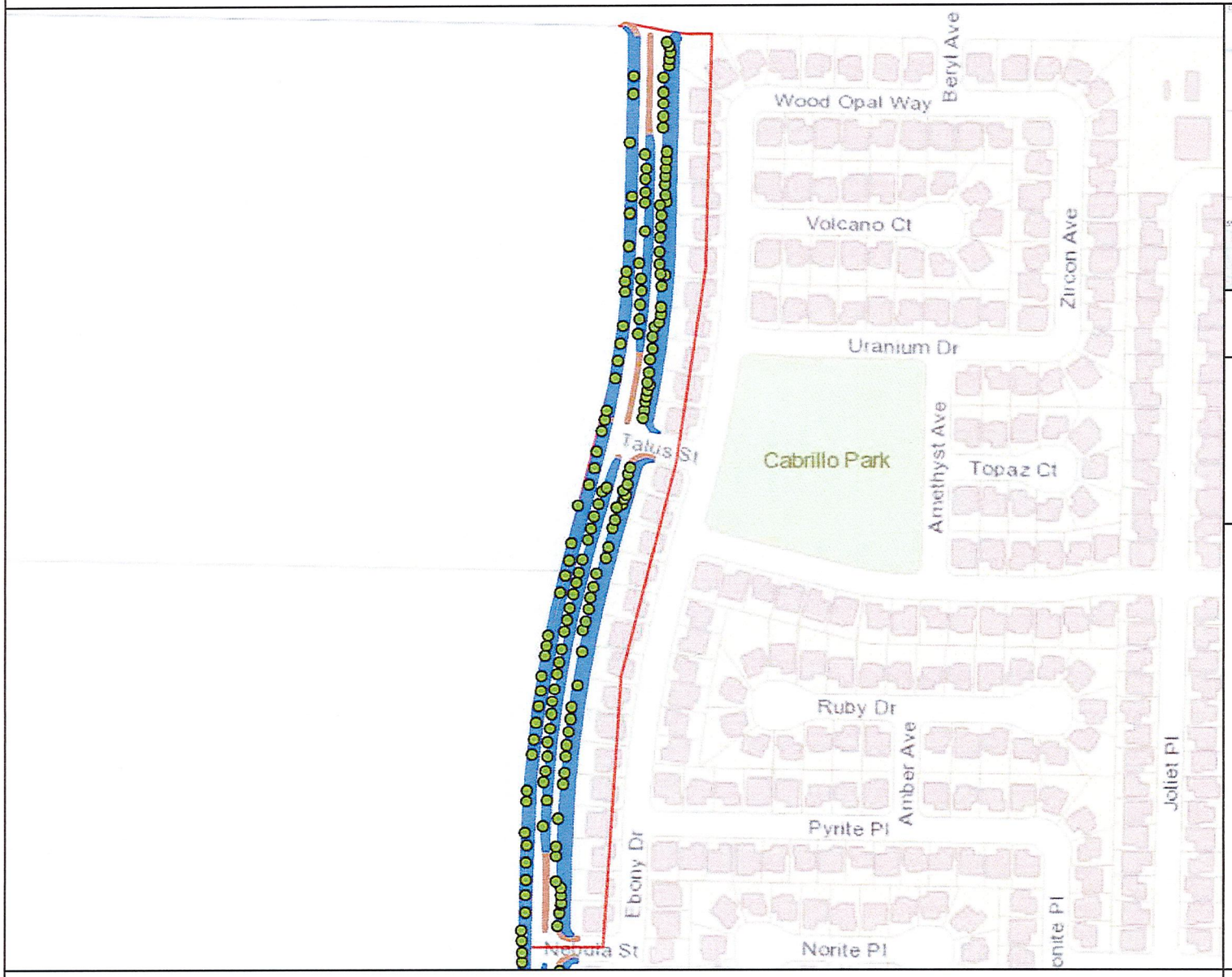
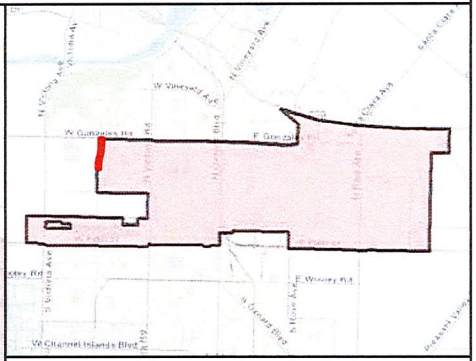
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 22 OF 49, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~98,563 SQ FT
~2.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~31,015 SQ FT
~0.71 ACRES

PROJECT TREES:
159 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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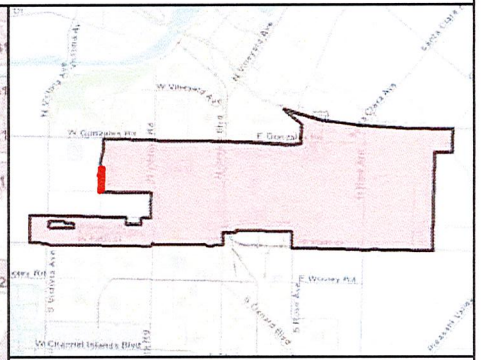
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 23 OF 49, PATTERSON RD 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~77,916 SQ FT
~1.79 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,204 SQ FT
~0.56 ACRES

PROJECT TREES:
93 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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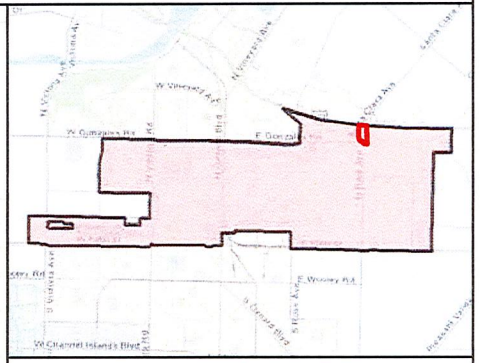
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 24 OF 49, RICE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,840 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,142 SQ FT
~0.14 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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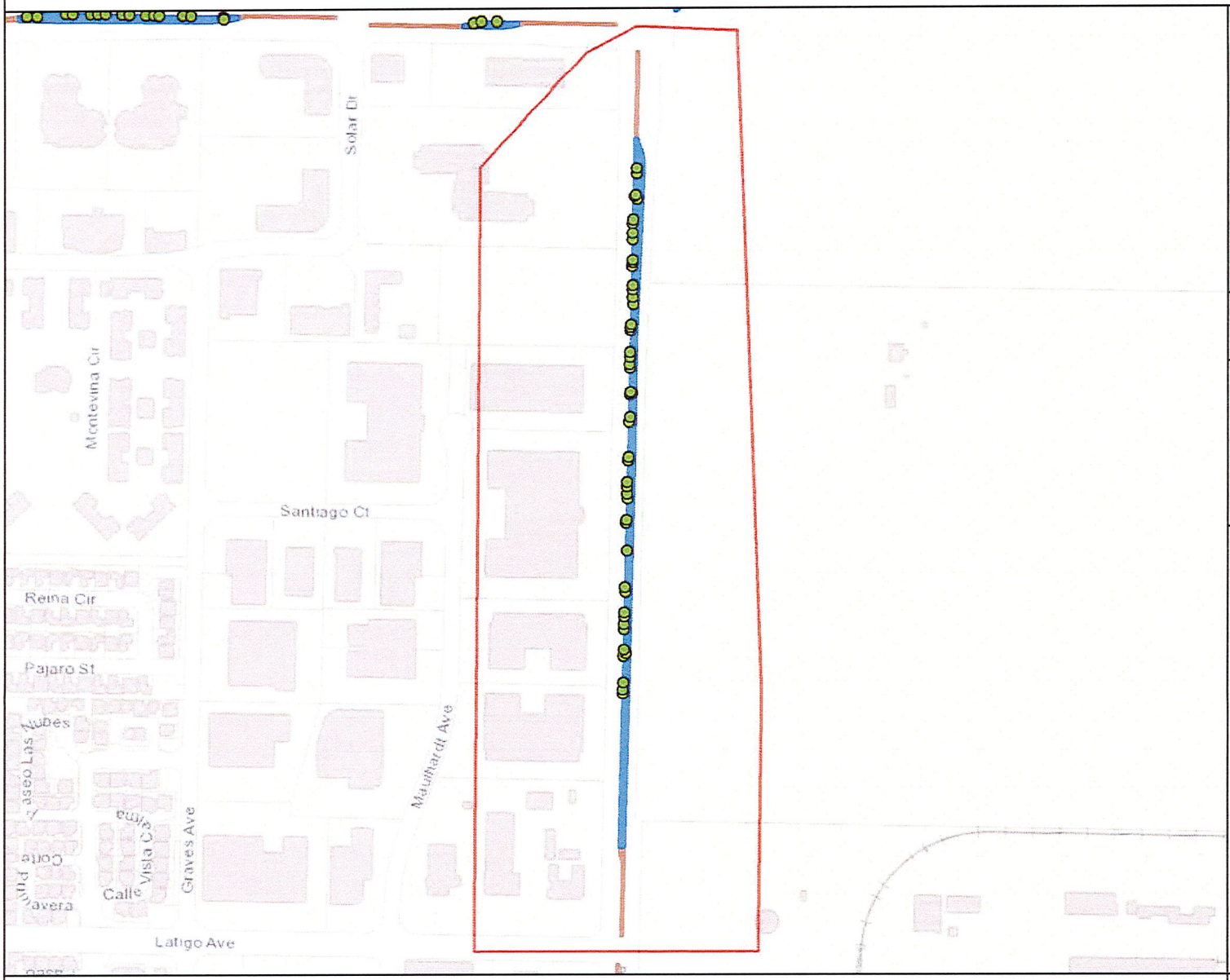
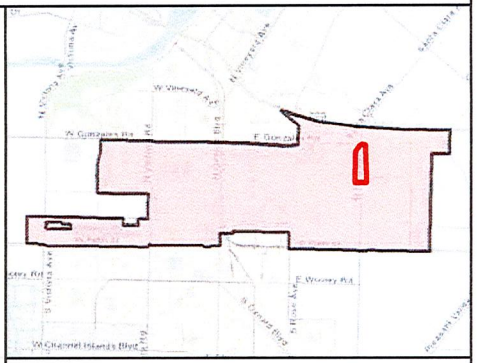
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 25 OF 49, RICE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,542 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,603 SQ FT
~0.06 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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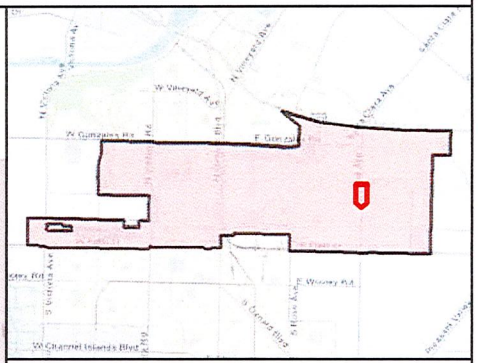
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 26 OF 49, RICE 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,941 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,484 SQ FT
~0.13 ACRES

PROJECT TREES:
16 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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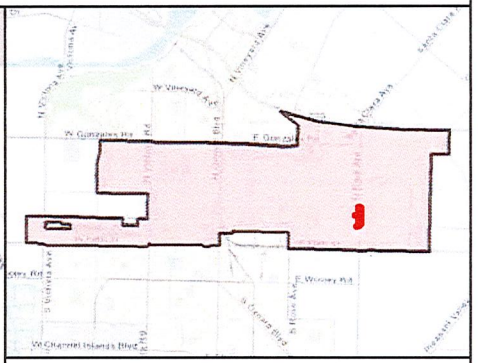
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 27 OF 49, RICE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,934 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,654 SQ FT
~0.06 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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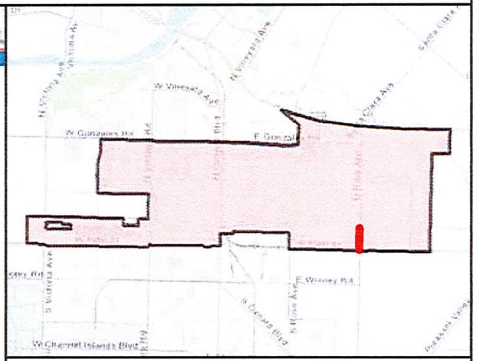
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 28 OF 49, RICE 5



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,756 SQ FT
~0.04 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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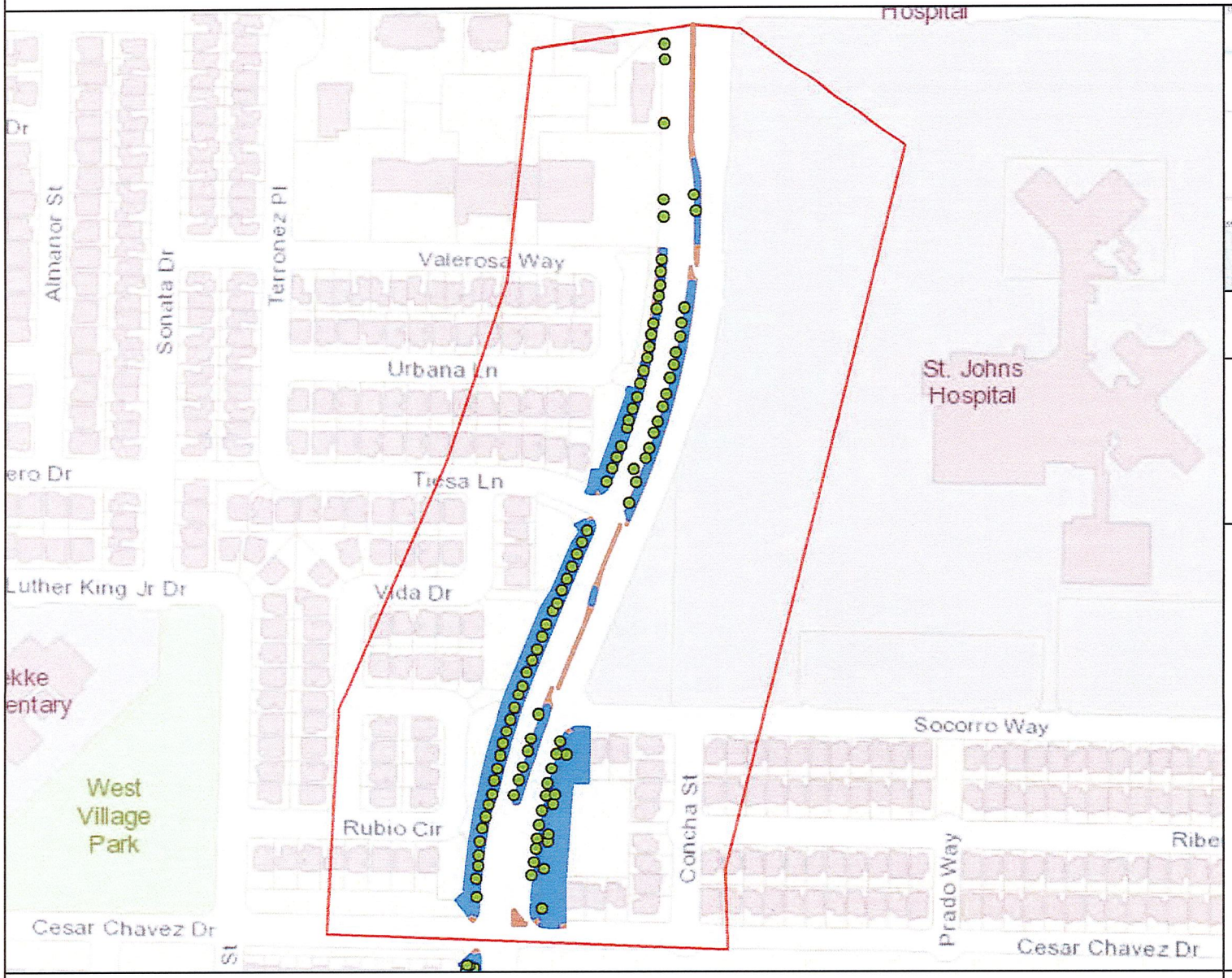
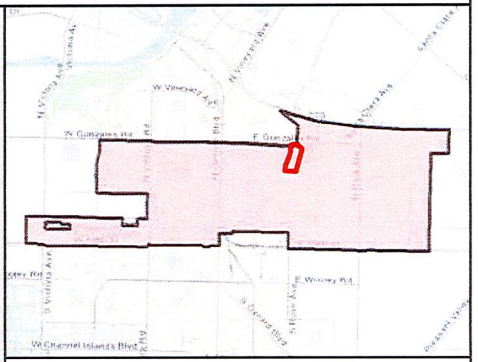
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 29 OF 49, ROSE 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,883 SQ FT
~1.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,225 SQ FT
~0.42 ACRES

PROJECT TREES:
96 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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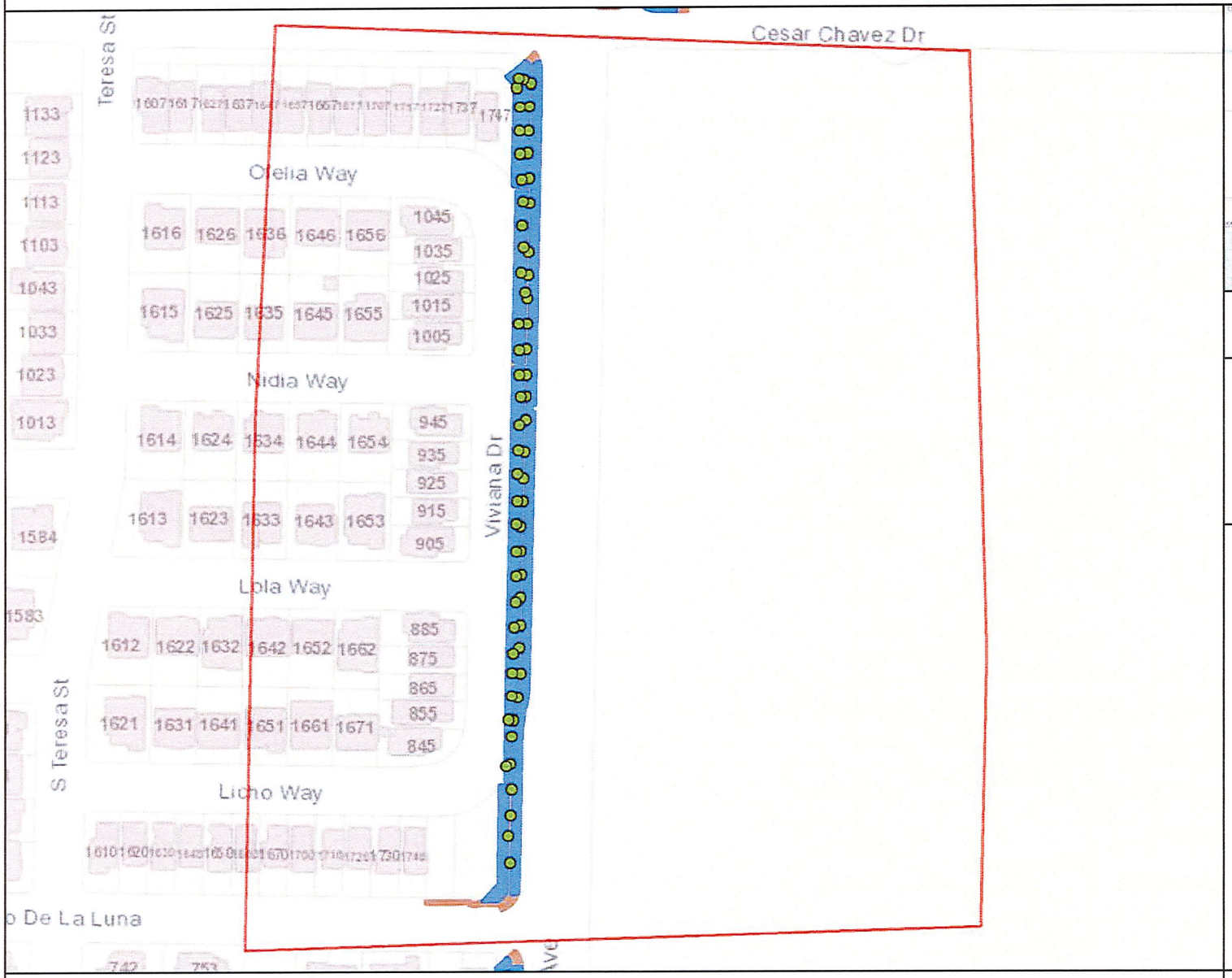
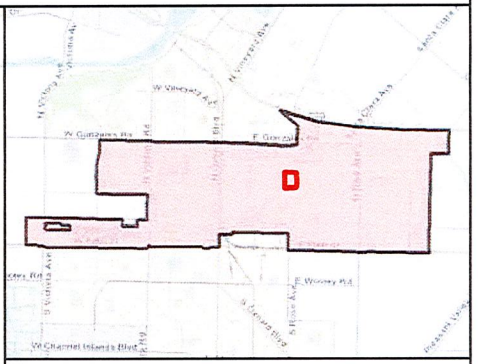
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 30 OF 49, ROSE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,323 SQ FT
~0.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,967 SQ FT
~0.16 ACRES

PROJECT TREES:
62 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

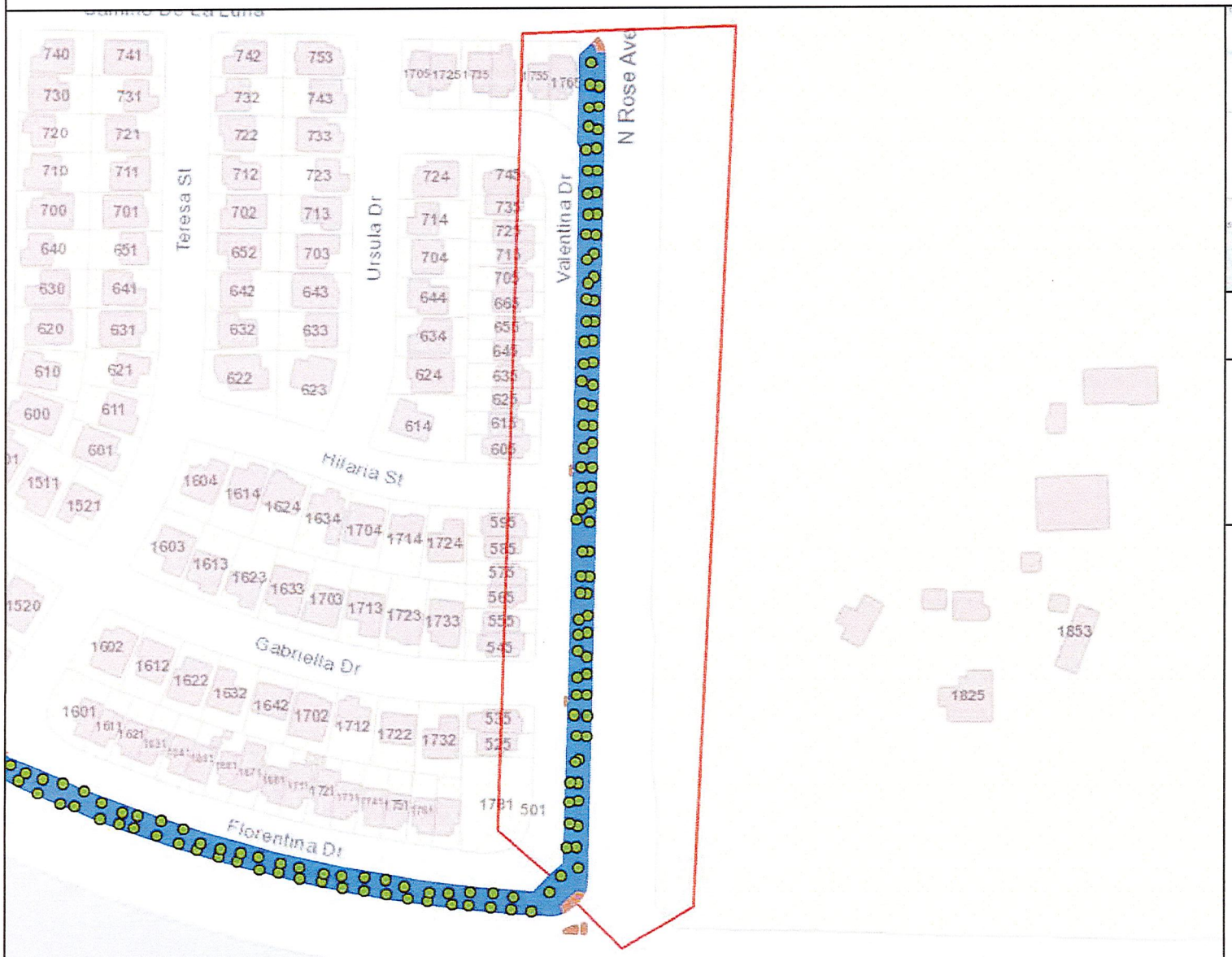
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

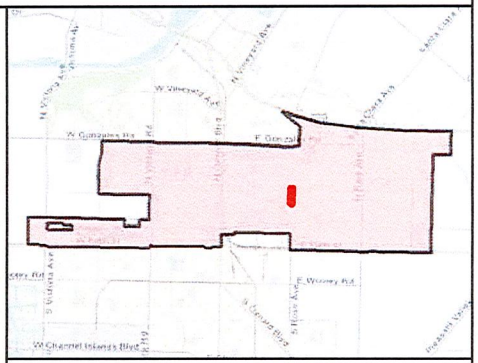
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 31 OF 49, ROSE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,416 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,796 SQ FT
~0.16 ACRES

PROJECT TREES:
77 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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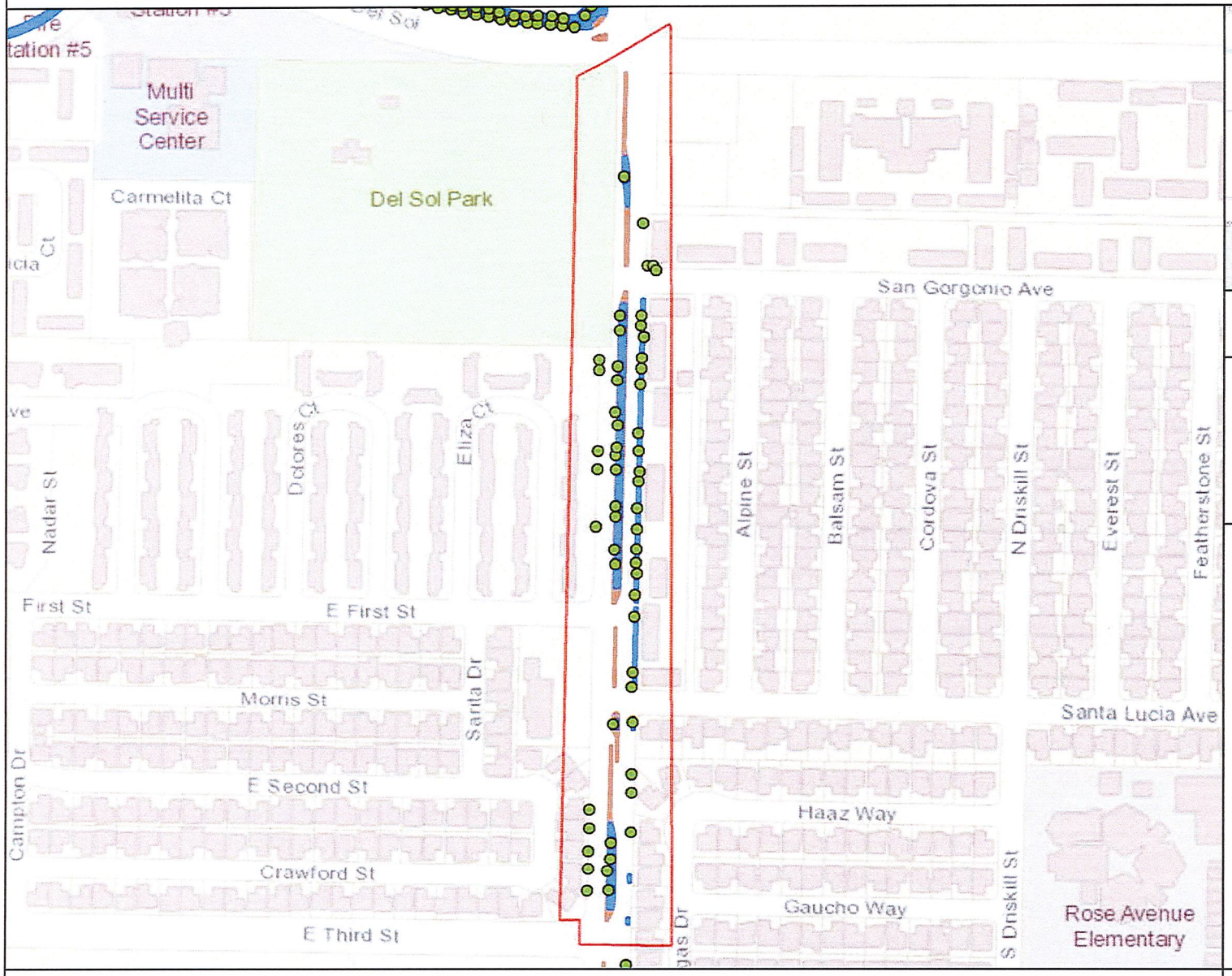
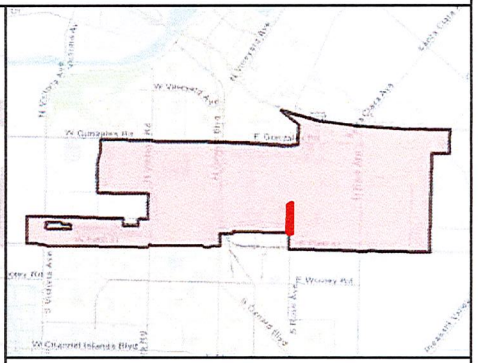
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 32 OF 49, ROSE 4





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,828 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,548 SQ FT
~0.2 ACRES

PROJECT TREES:
56 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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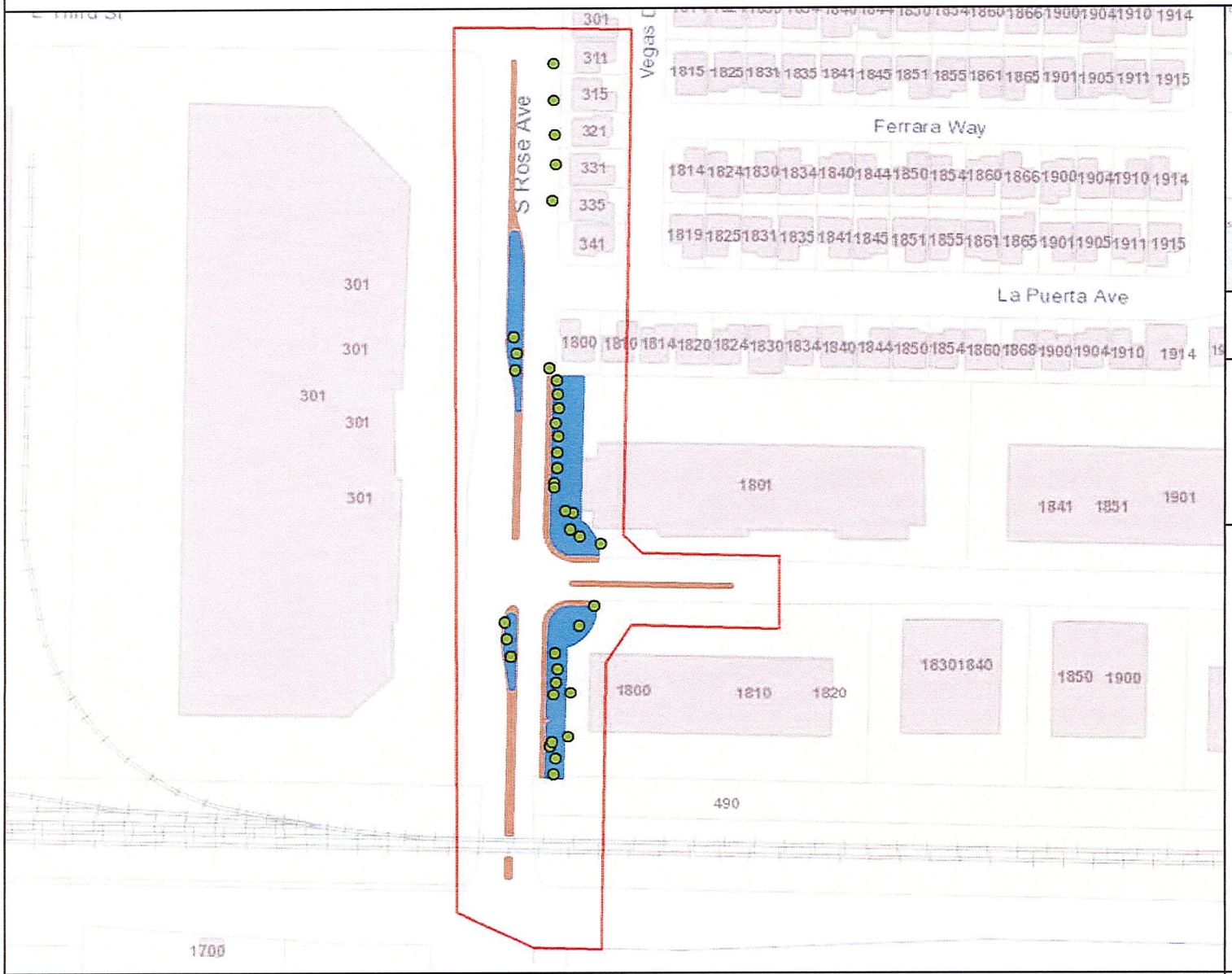
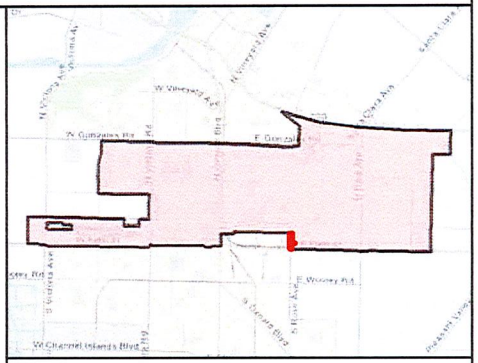
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 33 OF 49, ROSE 5





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,805 SQ FT
~0.48 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,996 SQ FT
~0.28 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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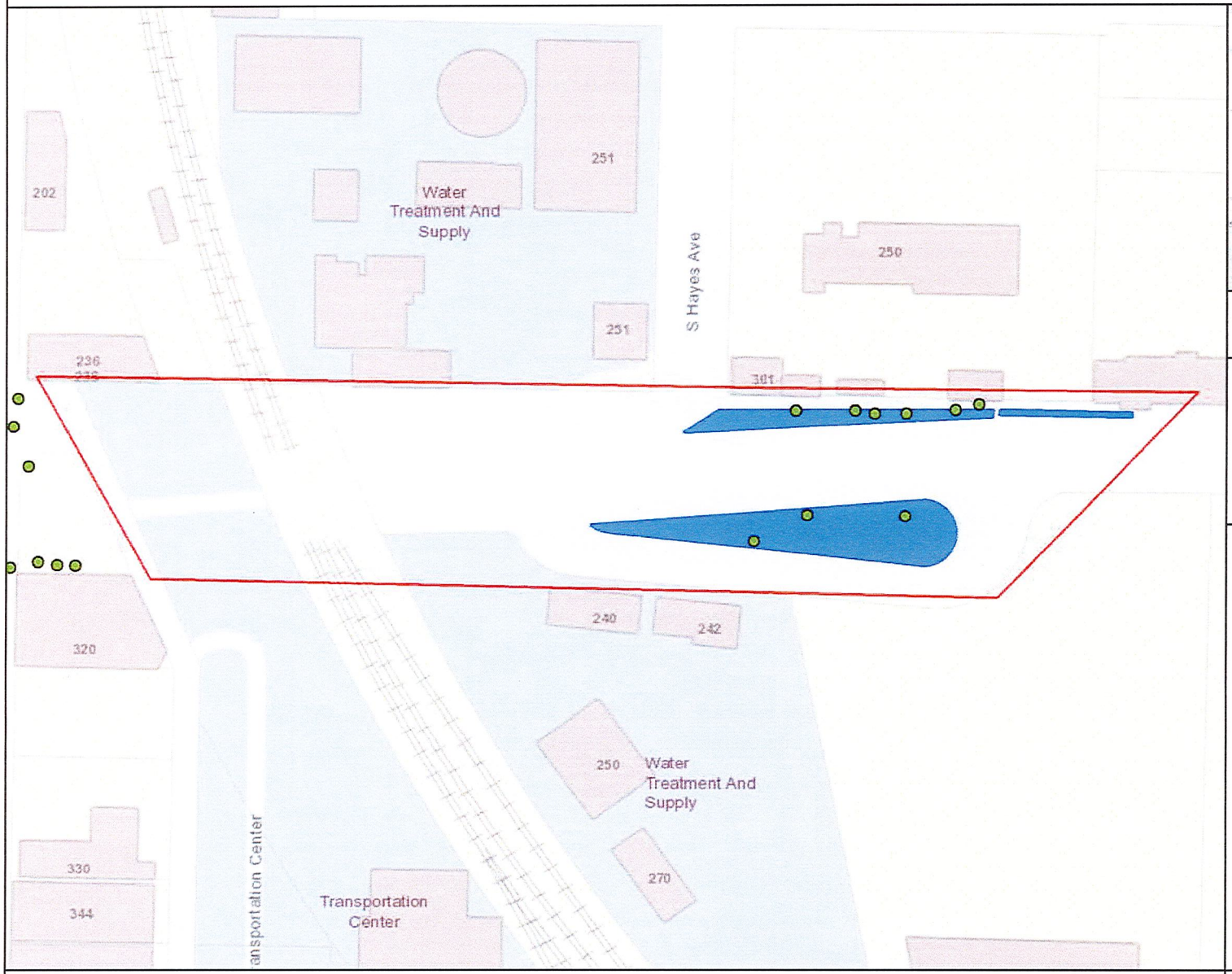
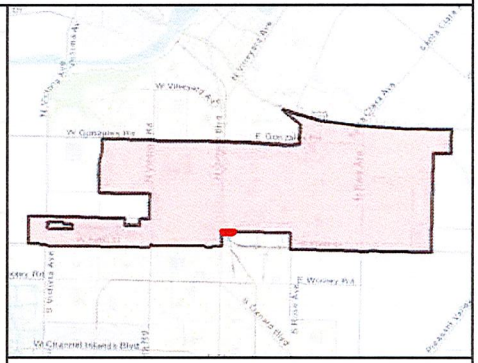
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 34 OF 49, THIRD





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~11,537 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
9 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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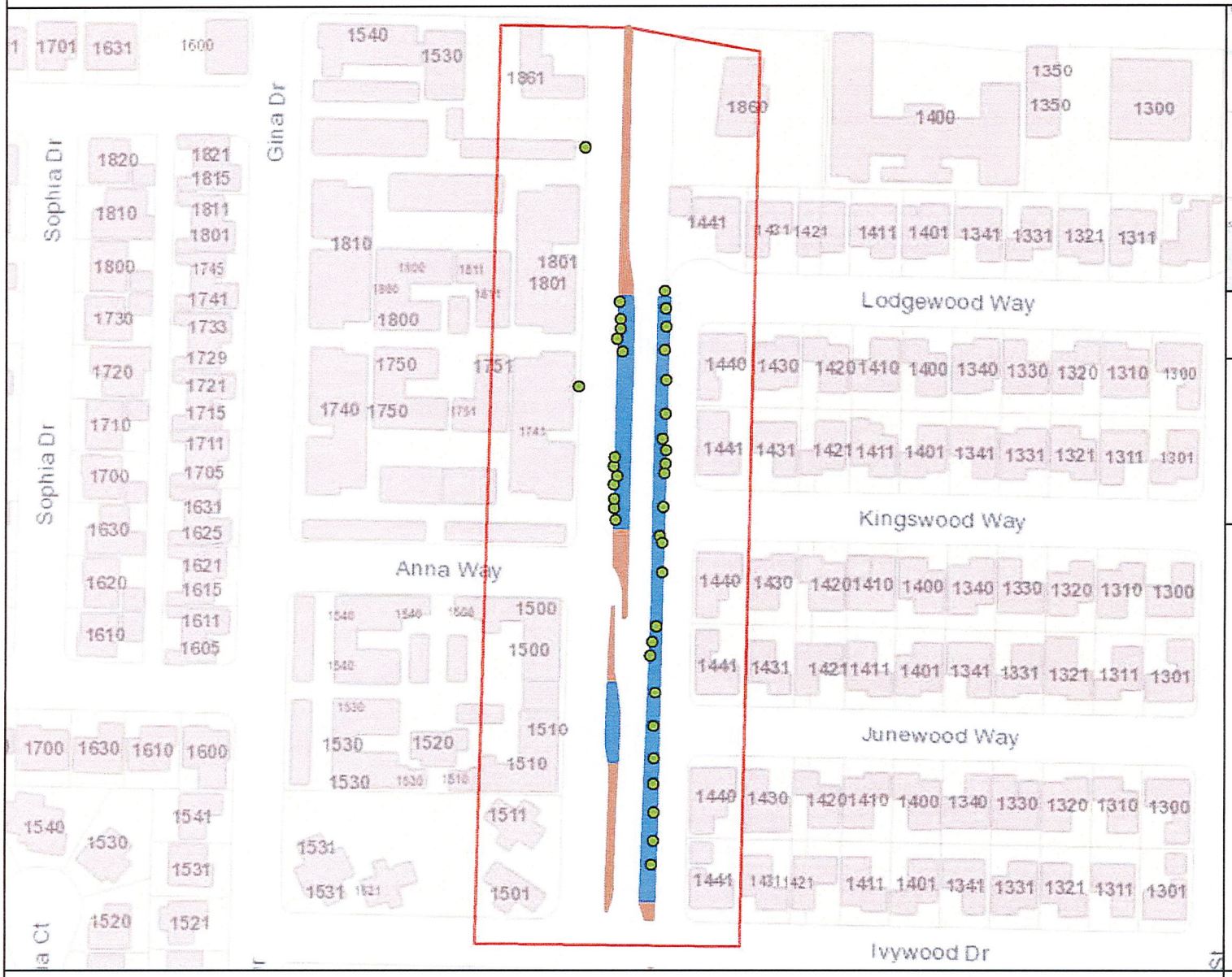
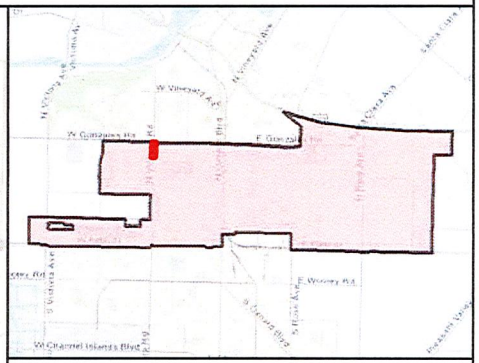
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 35 OF 49, VENTURA RD 01





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,314 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,995 SQ FT
~0.11 ACRES

PROJECT TREES:
38 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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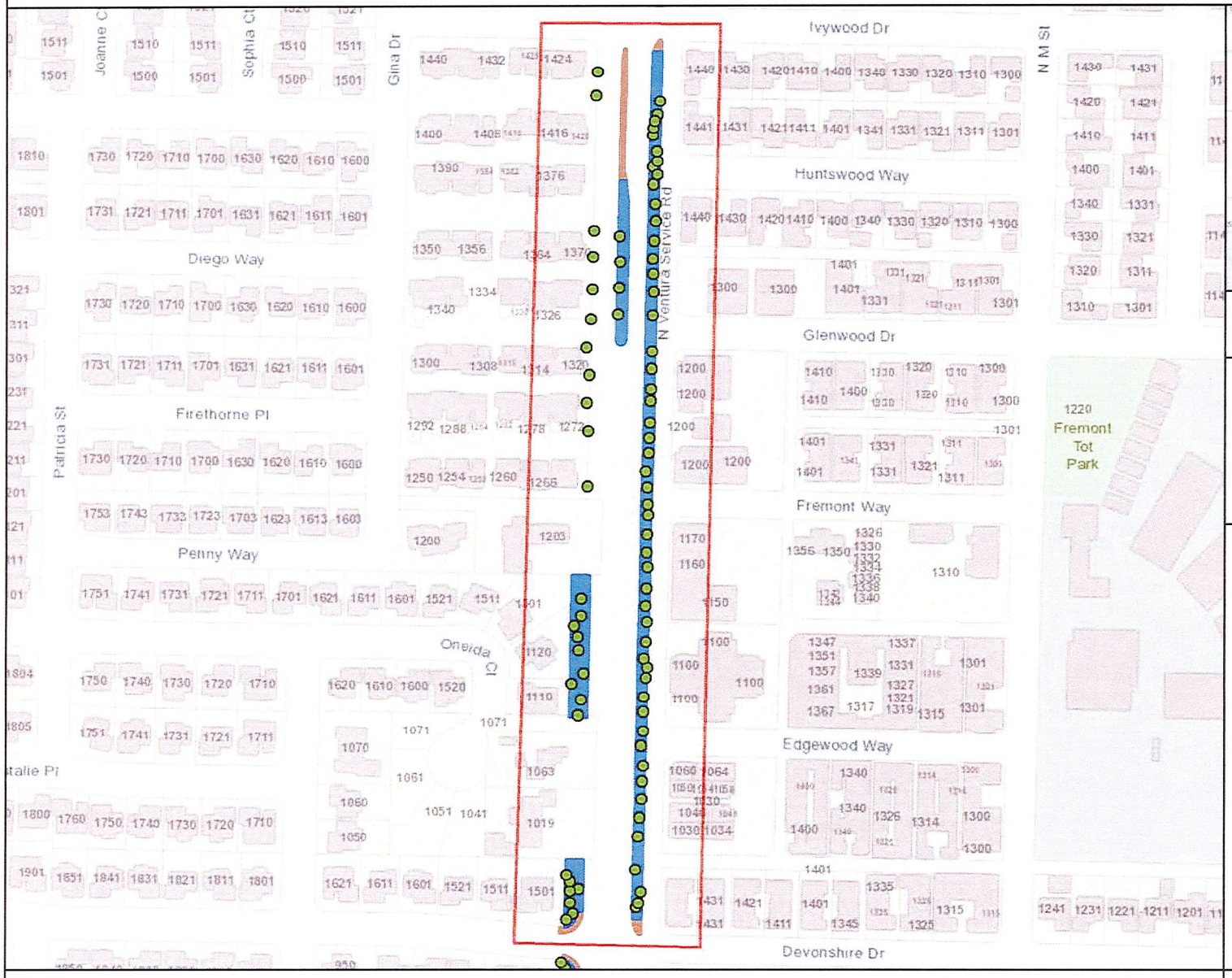
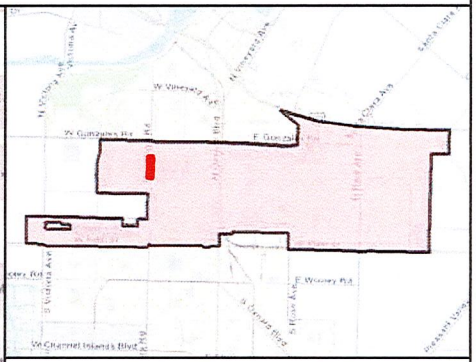
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 36 OF 49, VENTURA RD 02





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~36,645 SQ FT
~0.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,366 SQ FT
~0.1 ACRES

PROJECT TREES:
82 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 Feet

N
W E
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- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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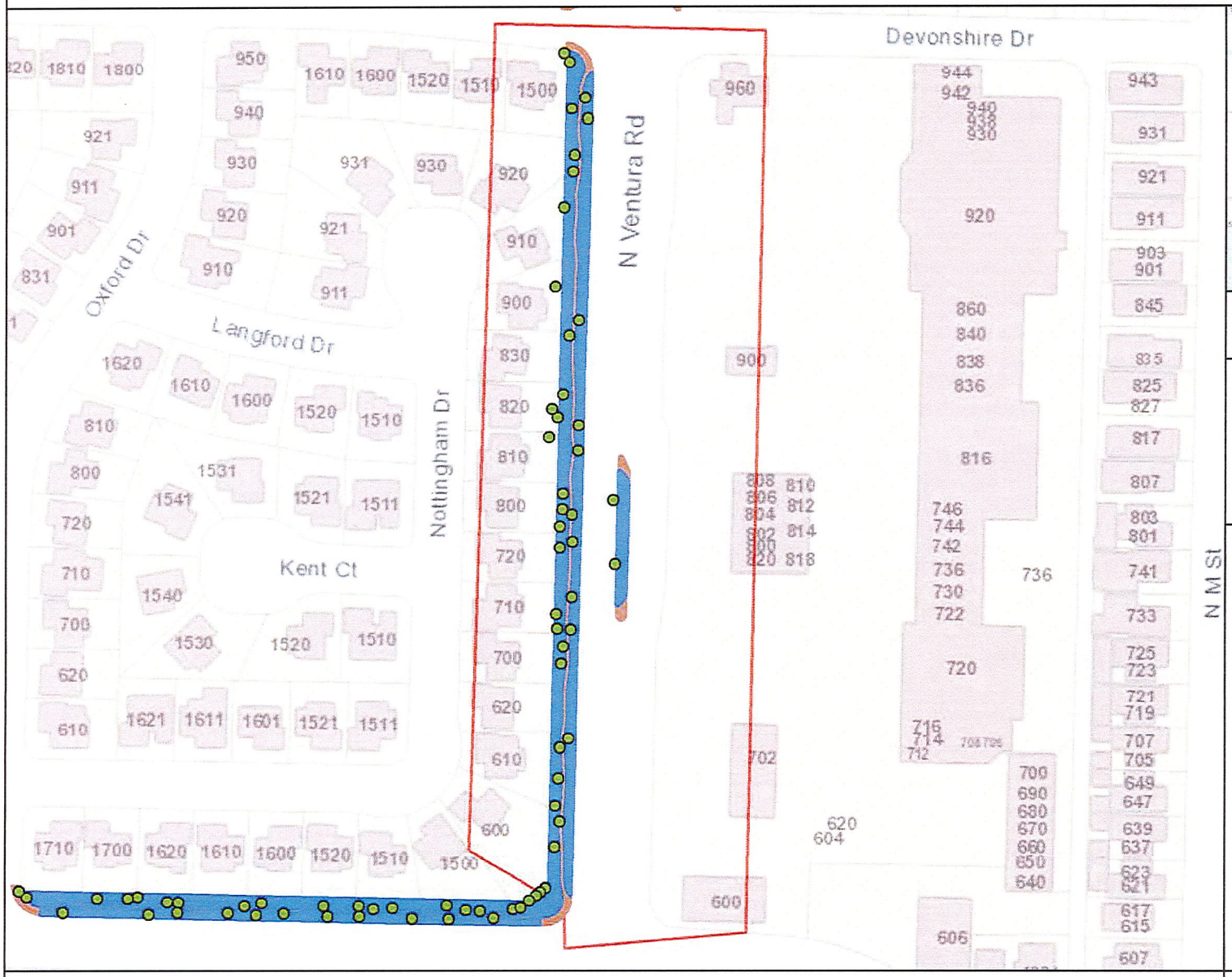
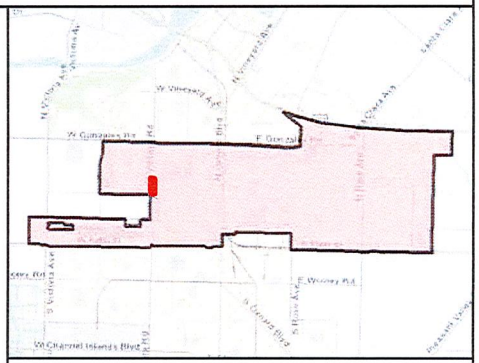
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 37 OF 49, VENTURA RD 03





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,795 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,283 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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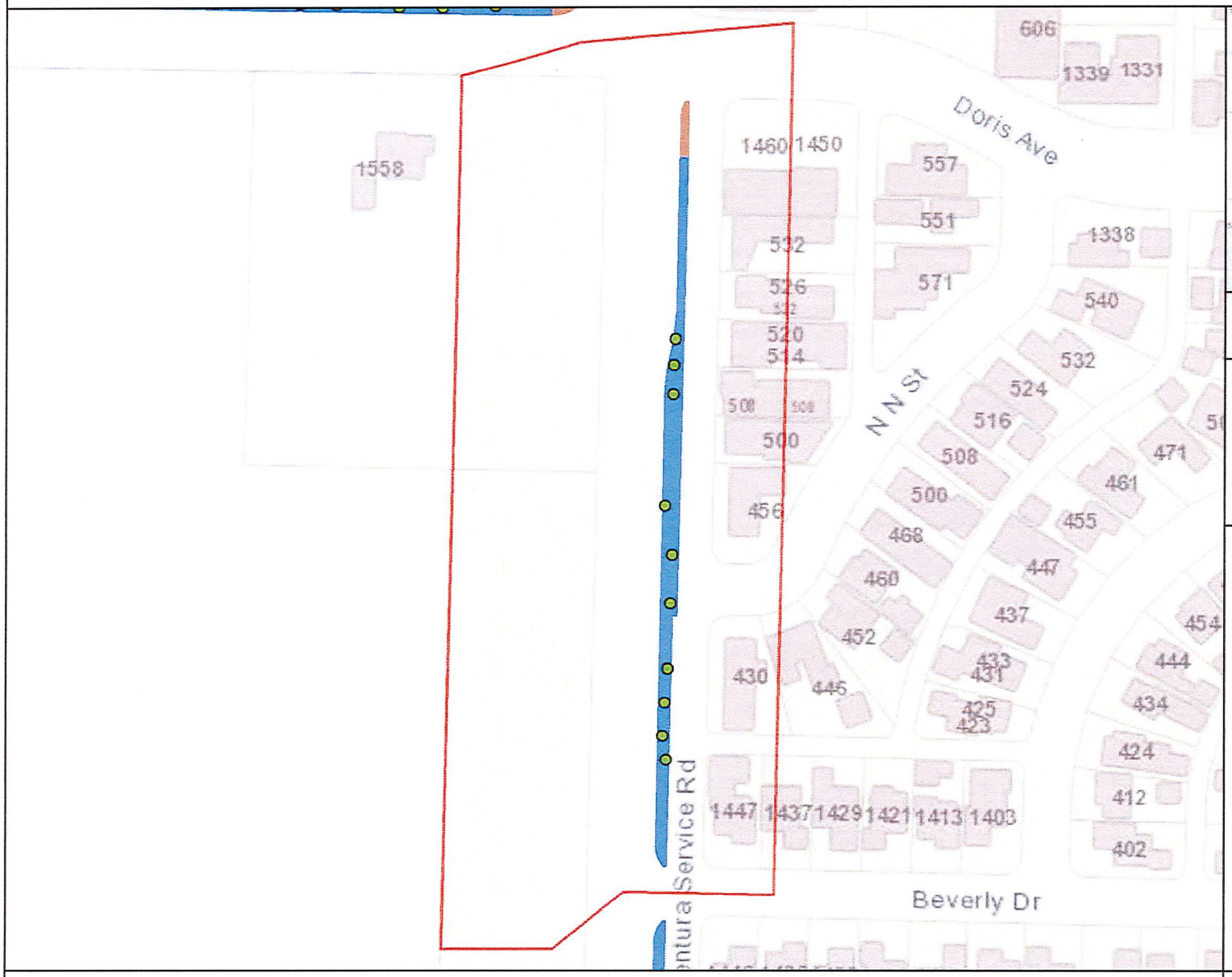
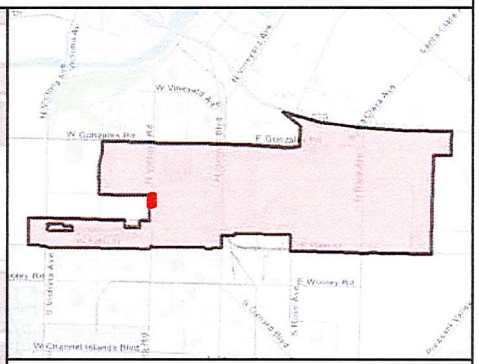
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 38 OF 49, VENTURA RD 04





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,501 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~314 SQ FT
~0.01 ACRES

PROJECT TREES:
10 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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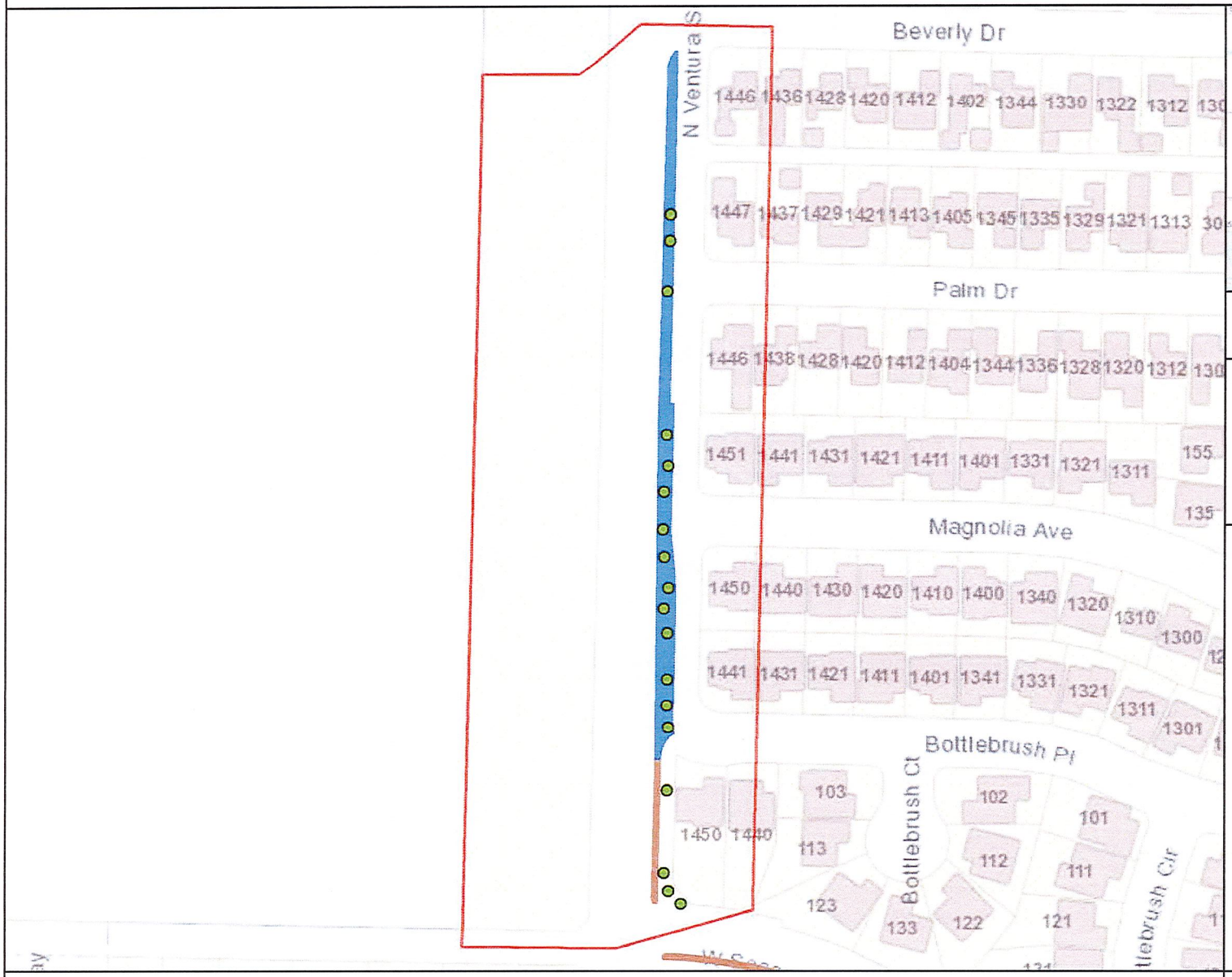
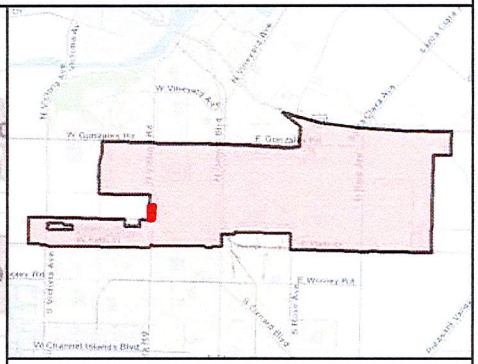
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 39 OF 49, VENTURA RD 05





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,560 SQ FT
~0.24 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~662 SQ FT
~0.02 ACRES

PROJECT TREES:
18 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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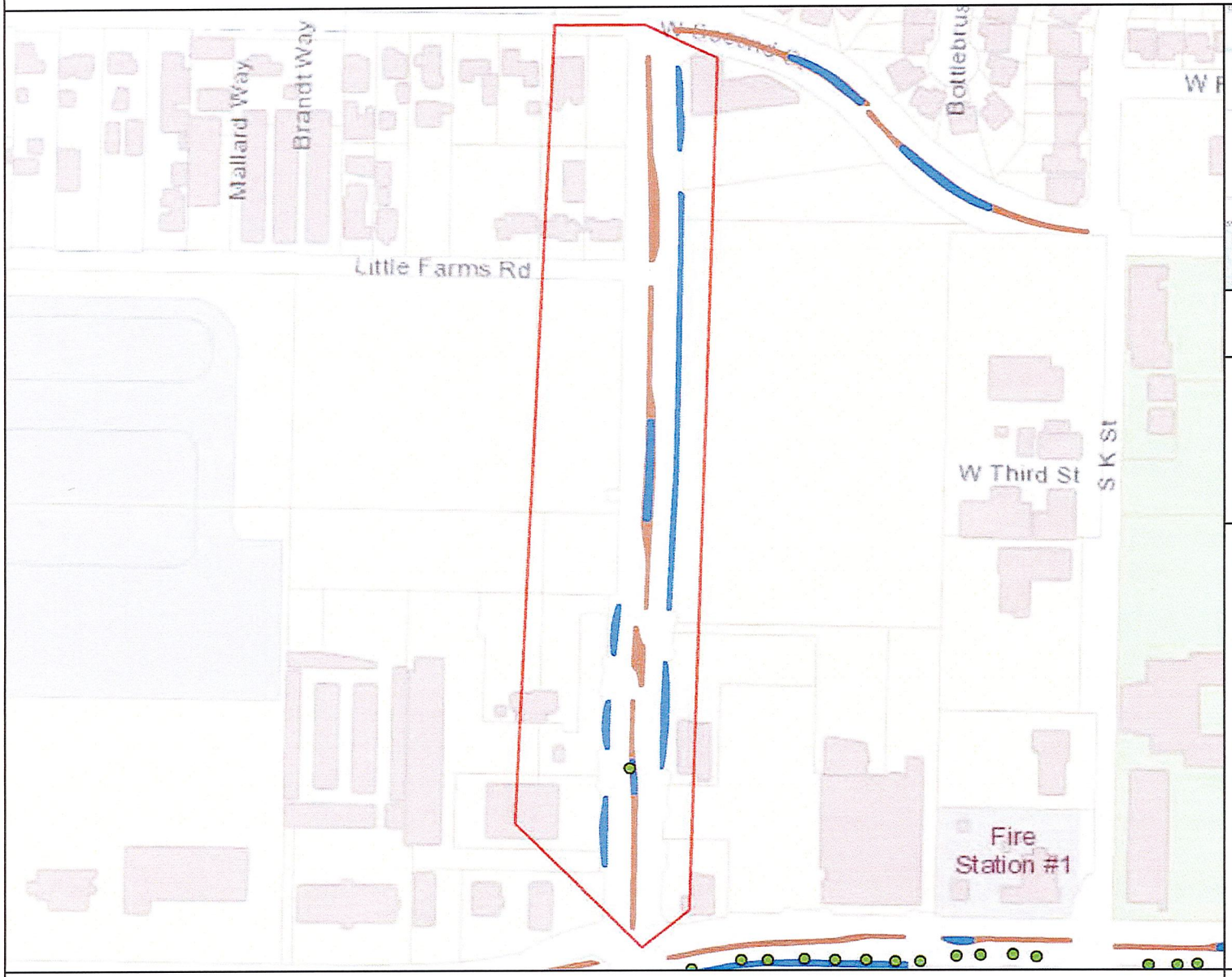
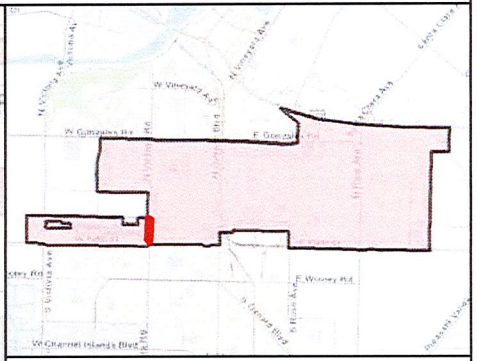
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 40 OF 49, VENTURA RD 06





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,917 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,612 SQ FT
~0.24 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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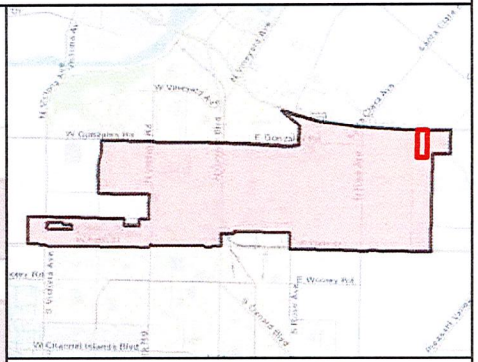
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 41 OF 49, DEL NORTE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,459 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~112 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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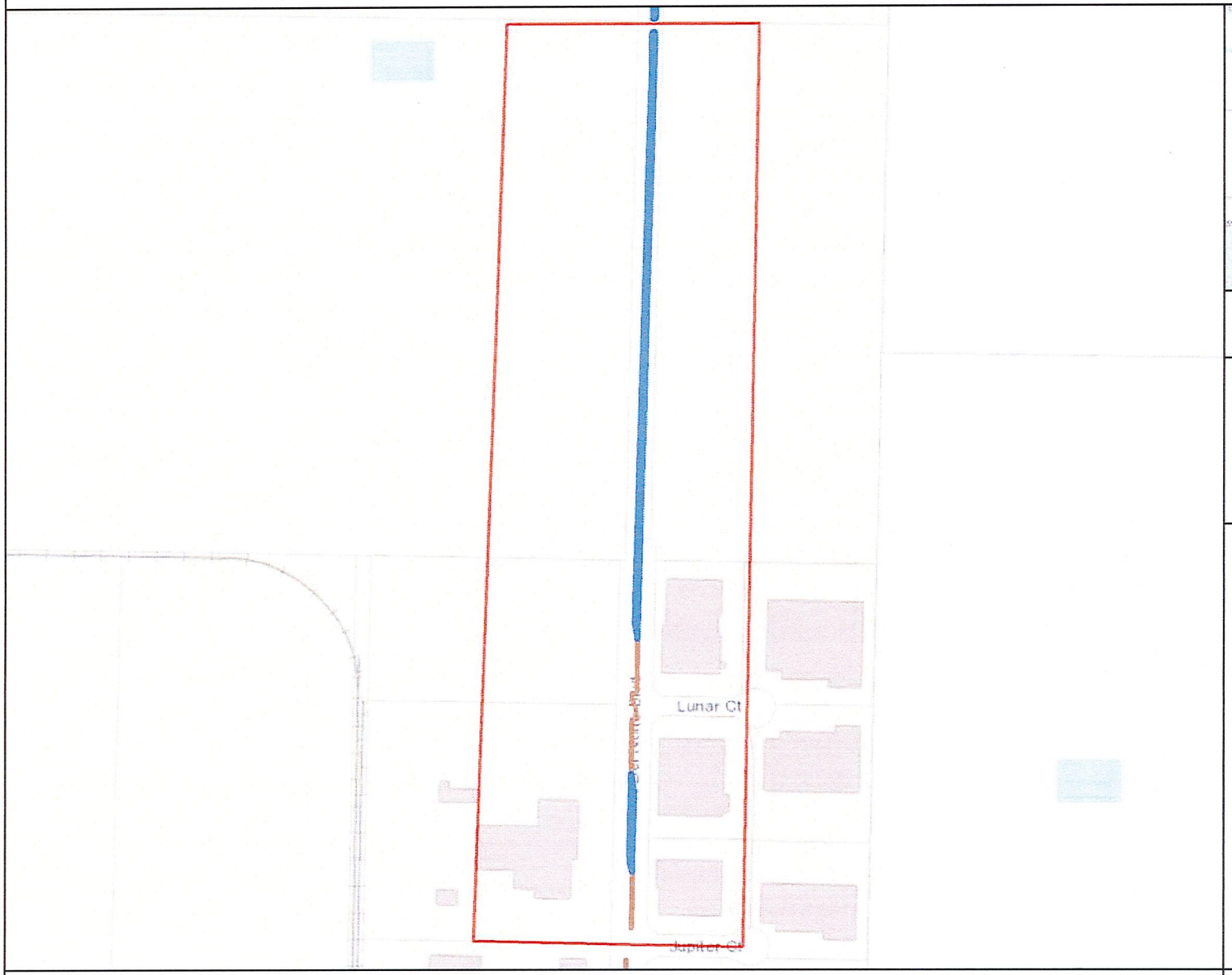
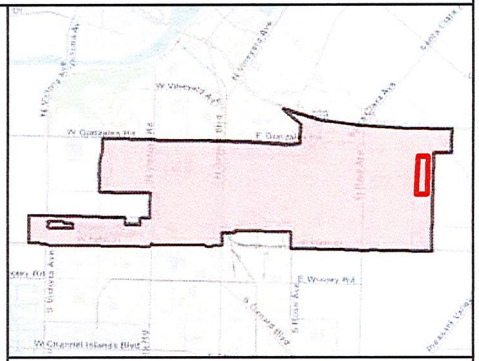
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 42 OF 49, DEL NORTE 2





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~33,174 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~2,431 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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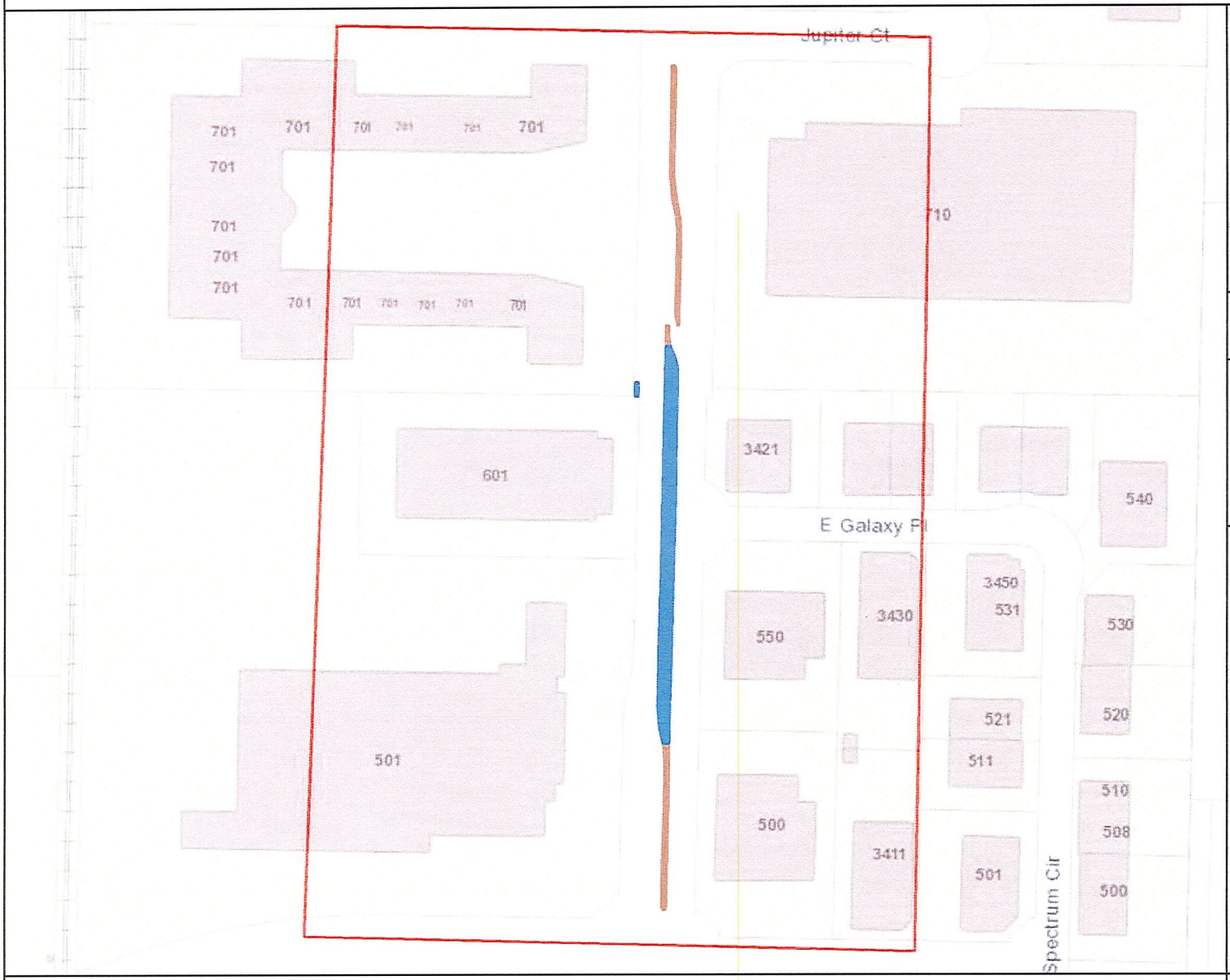
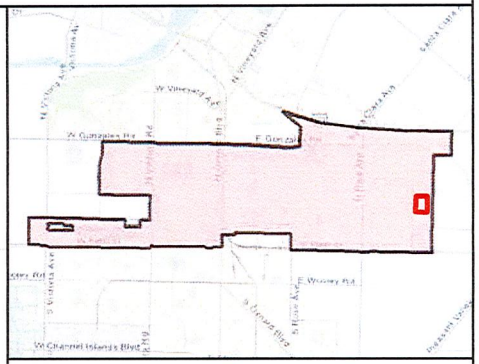
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 43 OF 49, DEL NORTE 3





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,462 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,566 SQ FT
~0.06 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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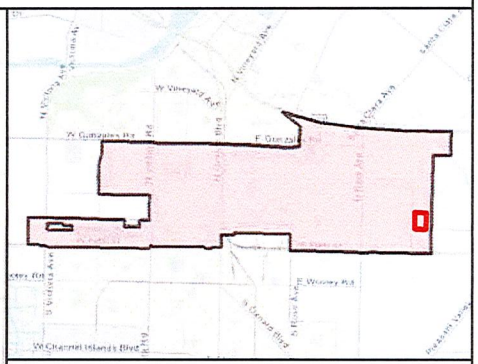
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 44 OF 49, DEL NORTE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,227 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,143 SQ FT
~0.07 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 Feet

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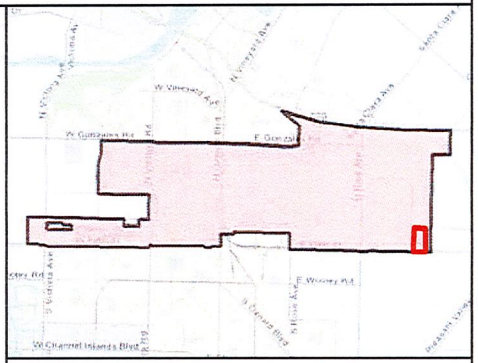
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 45 OF 49, DEL NORTE 5



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~8,125 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~9,224 SQ FT
~0.21 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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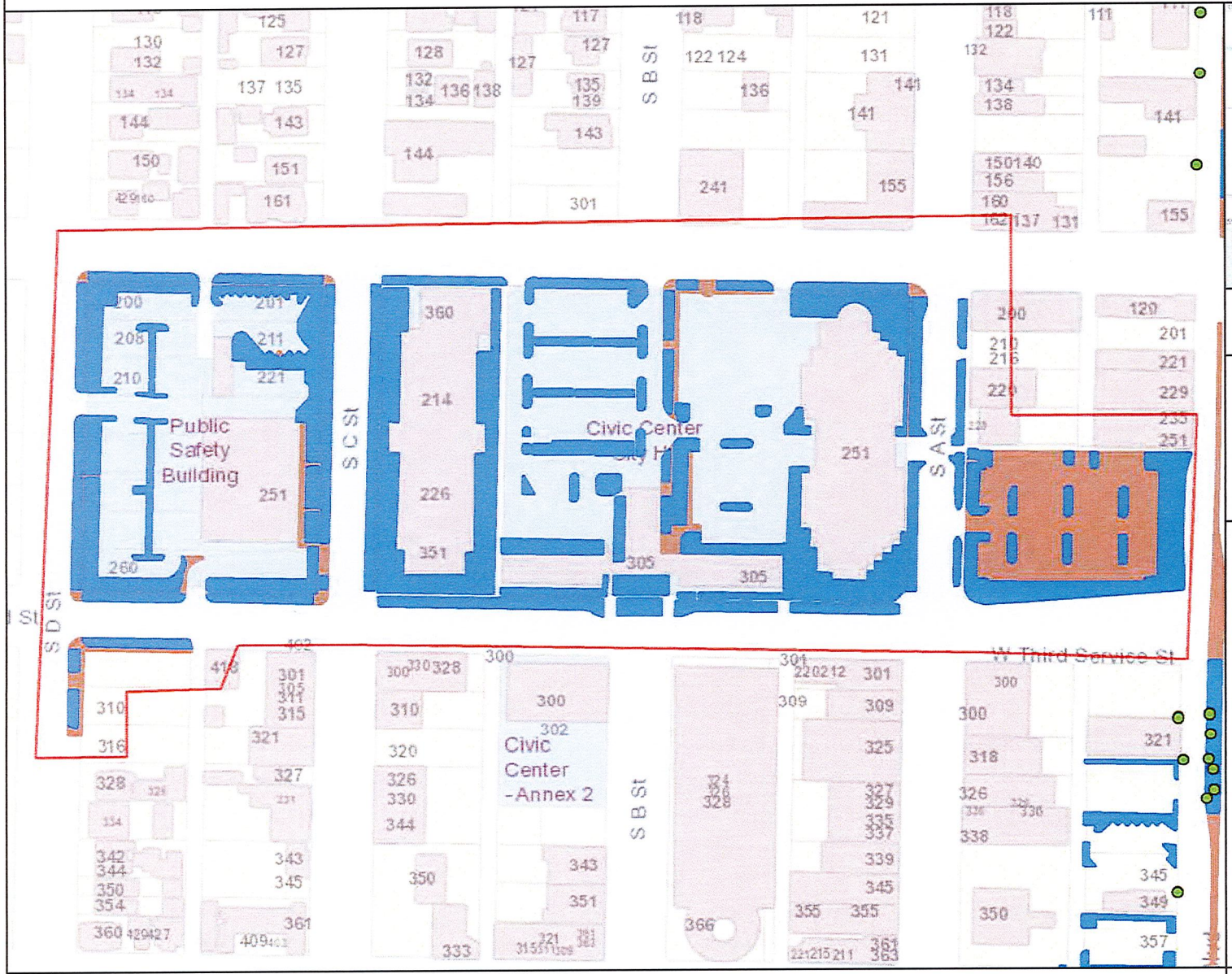
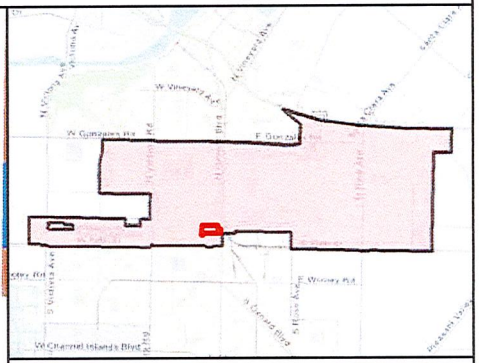
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 46 OF 49, CIVIC CENTER





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,764 SQ FT
~2.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~56,944 SQ FT
~1.31 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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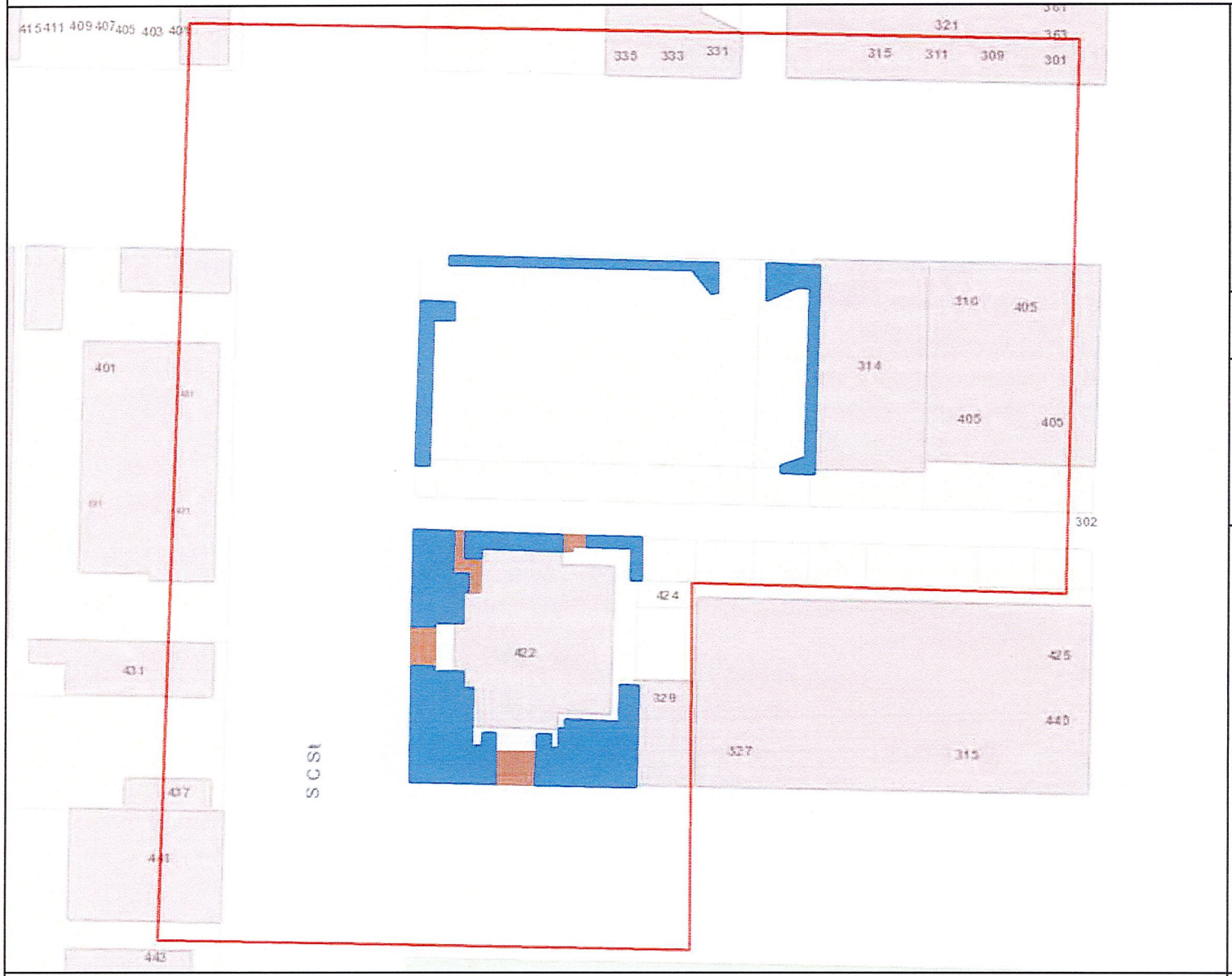
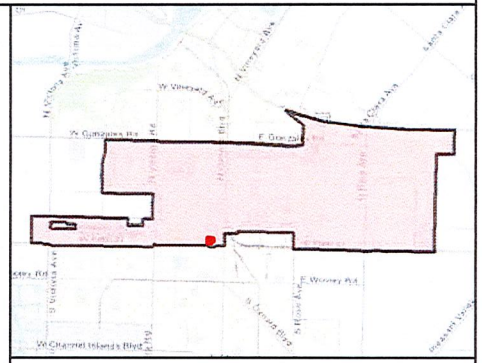
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 47 OF 49, CARNEGIE





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,674 SQ FT
~0.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~700 SQ FT
~0.02 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

0 200 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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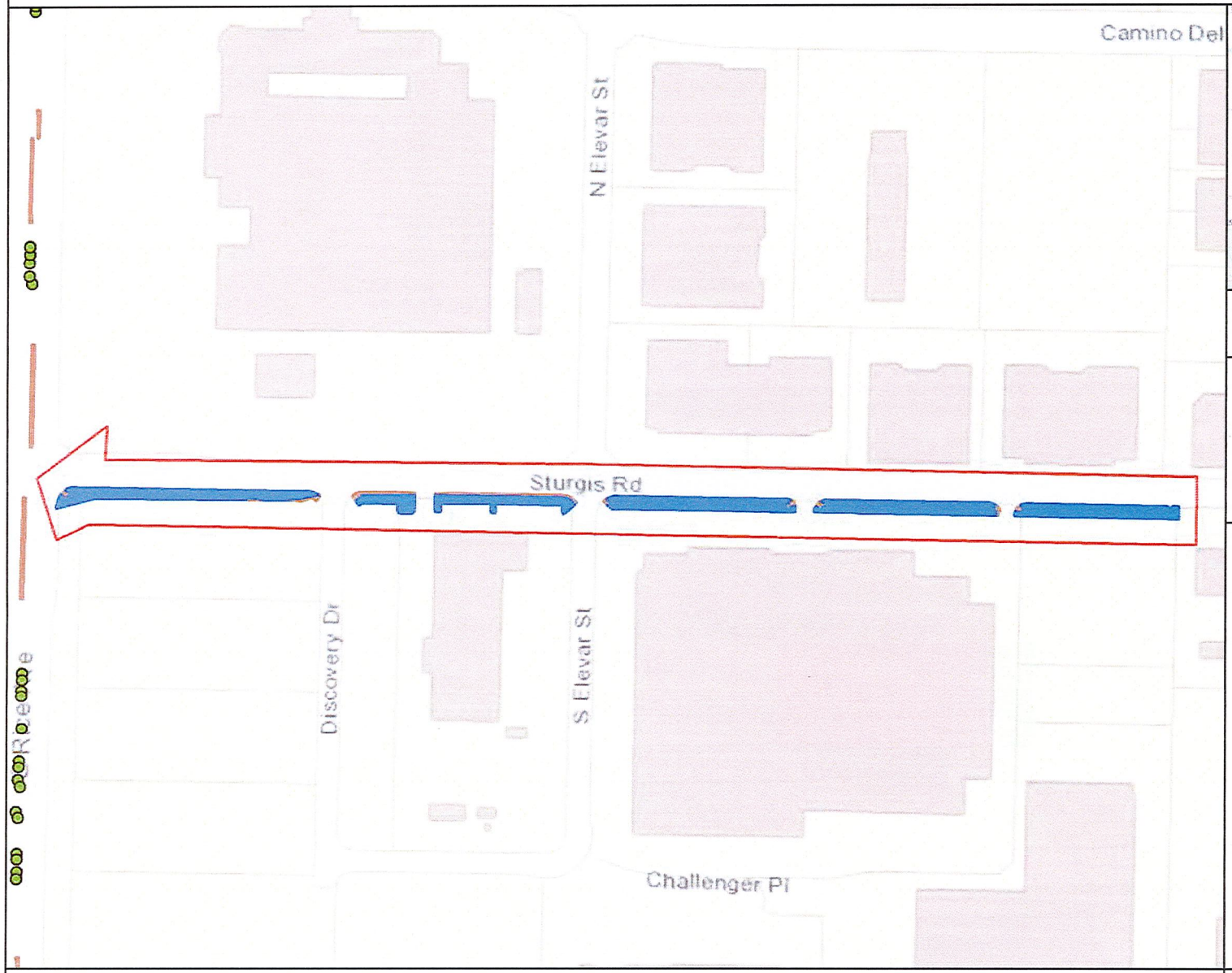
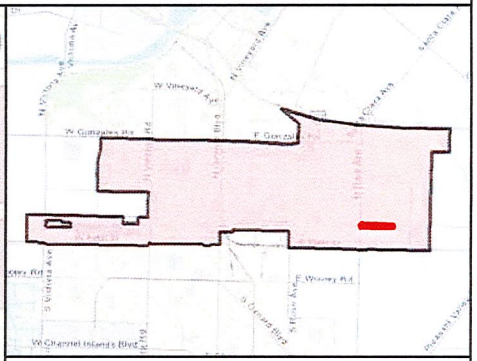
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 48 OF 49, STURGIS 1





MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~38,183 SQ FT
~0.88 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,904 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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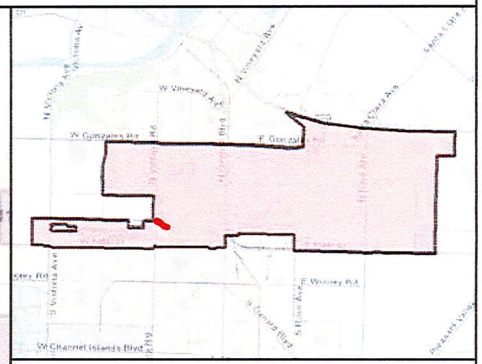
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 49 OF 49, W SECOND ST



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,358 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,580 SQ FT
~0.11 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor. The Agreement previously has been amended on October 21, 2021, by a First Amendment,

City and Vendor agree as follows:

1. In Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscaping Maintenance located in Median ways located within Region 2."

2. In Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscaping Maintenance and Twice Monthly Lawn Mowing located in Median ways located within Region 2 of Location Map which is attached hereto and incorporated herein."

3. In Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,535,000.00"

4. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the with Rates and Cost Exhibit-June 2022. The Rates and Cost Exhibit is hereby disincorporated; instead, the Rates and Cost Exhibit-June 2022 is attached hereto and incorporated herein by this reference.

5. The reference to the Region 2 Work Detail maps Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached Region 2 Work Detail as of June 2022. Exhibit. The attached Region 2 Work Detail as of June 2022. Exhibit is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
9/06/22
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

9-6-22

☑ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

MARIPOSA LANDSCAPES, INC.

6-16-22

Terry Noriega, President[2] Date

6-16-2022

Antonio Valenzuela, Secretary Date

ATTEST:

9/6/22

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

9/1/22

Stephen M. Fischer, City Attorney (always required) Date

1

2

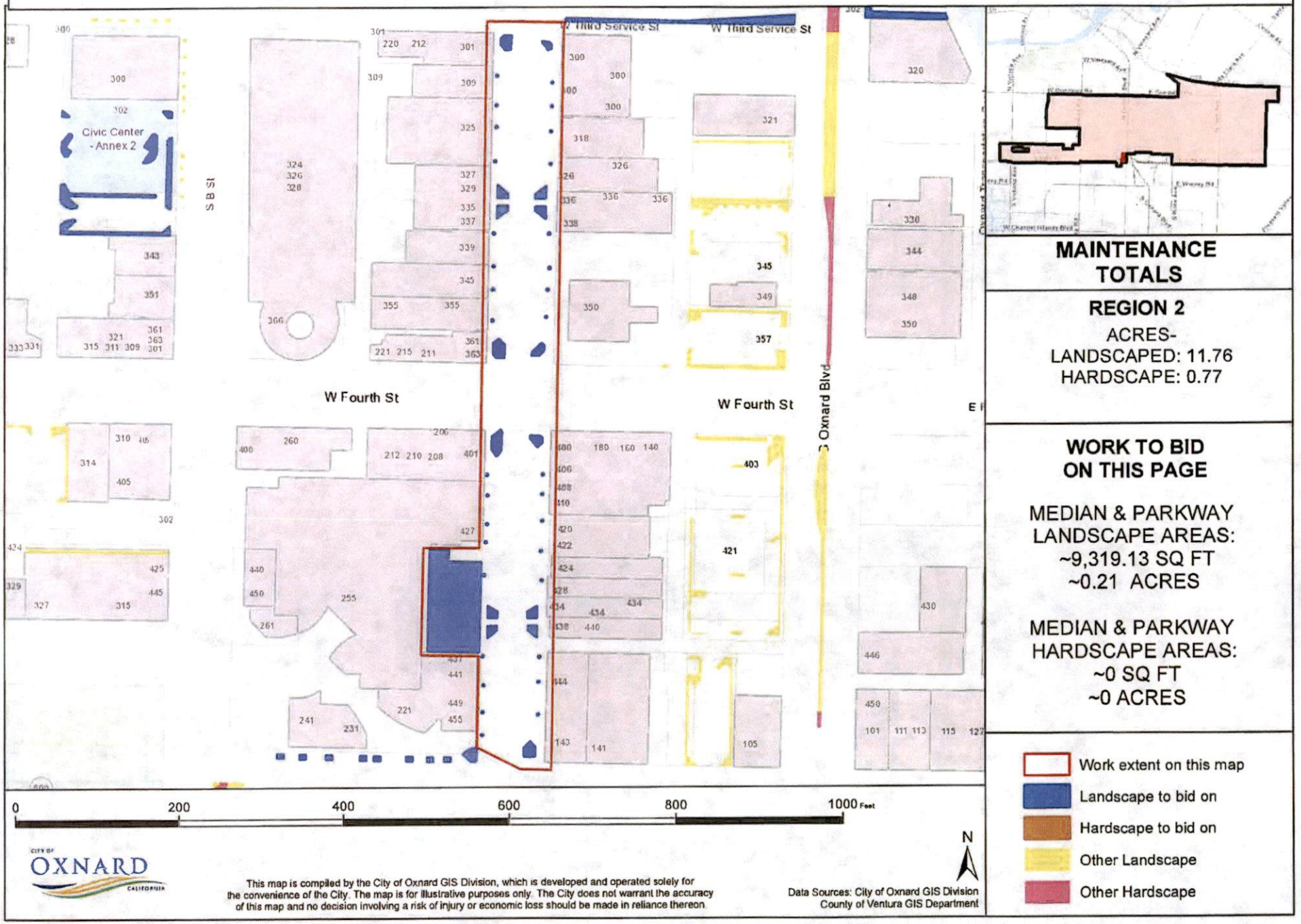
RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide monthly landscape maintenance services and twice monthly lawn mowing services within the City's Landscape Medians located with Region 2

	Monthly Cost
Twice Monthly Service Region 2 Areas	$71,807.72
Non-Selective herbicide applicate	$1,800/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

REGION 2 WORK DETAIL
AS OF June 2022

REGION 2 WORK DETAIL: PAGE 1 OF 22, A ST NORTH 1



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,319.13 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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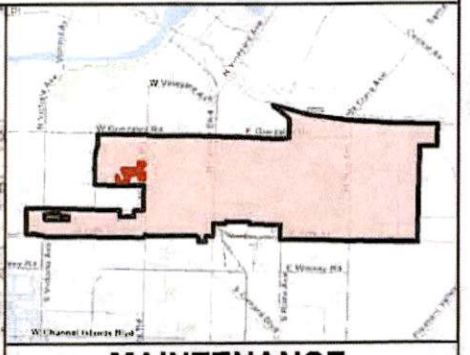
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 2 OF 22, CABRILLO 1



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,492.18 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 Feet

N

CITY OF OXNARD CALIFORNIA

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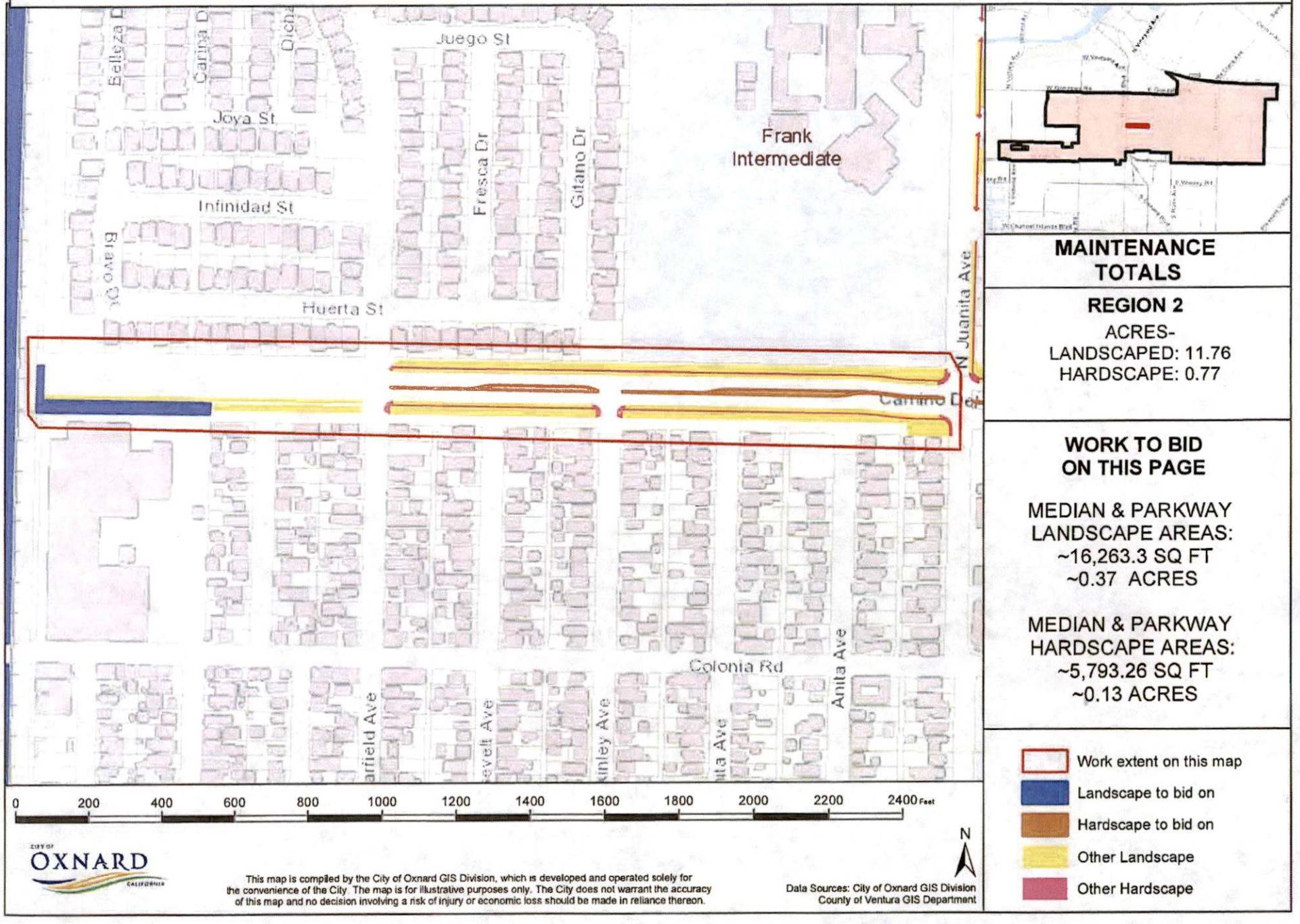
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 3 OF 22, CAMINO DEL SOL 1



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

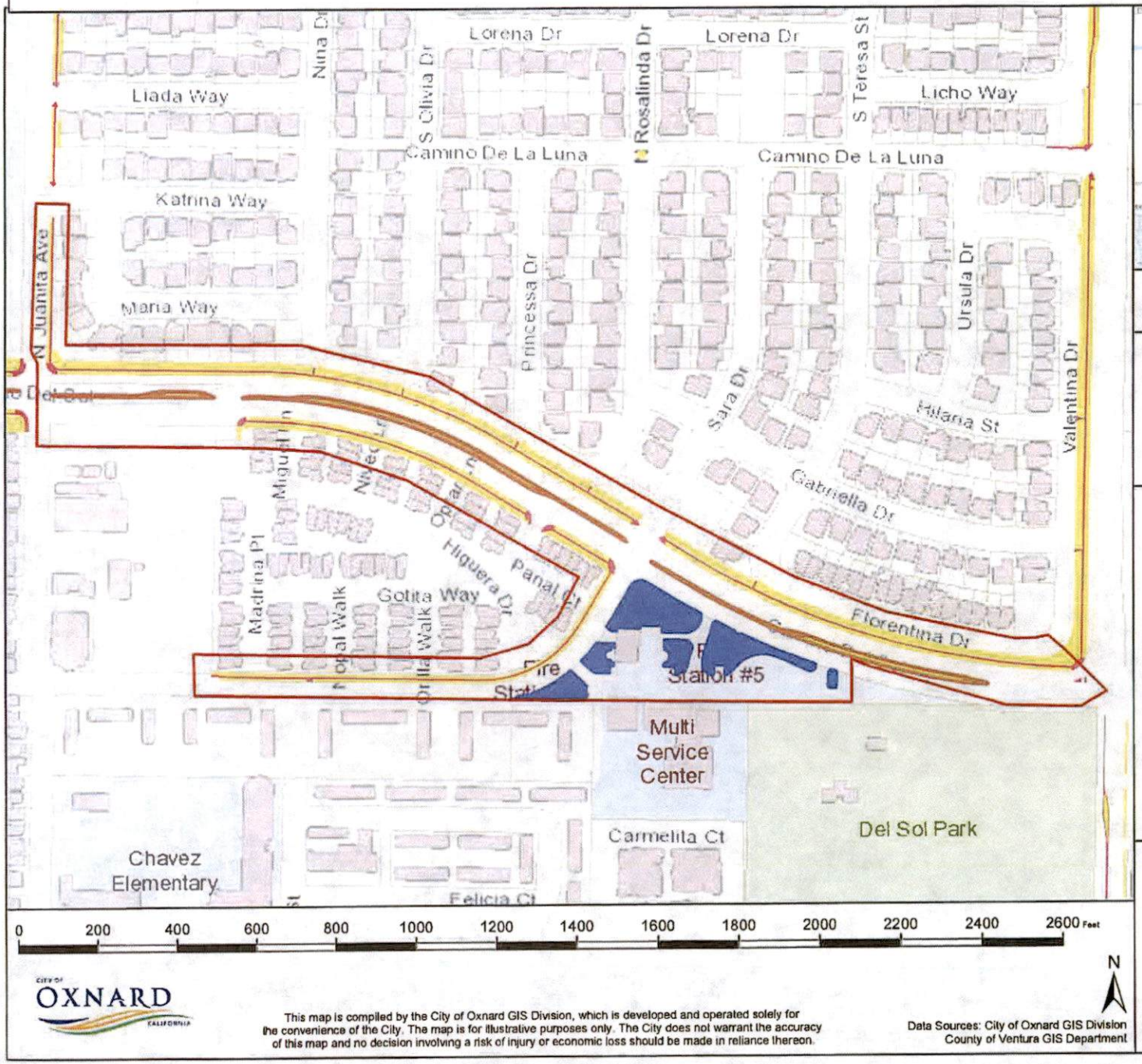
WORK TO BID ON THIS PAGE

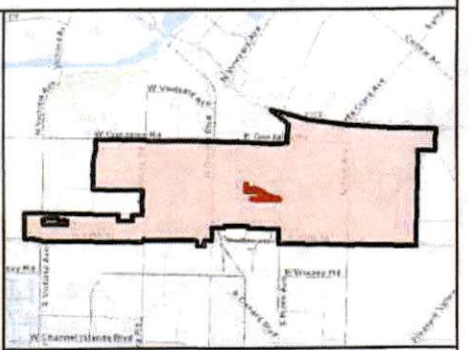
MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,263.3 SQ FT
~0.37 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,793.26 SQ FT
~0.13 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

REGION 2 WORK DETAIL: PAGE 4 OF 22, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~47,111.53 SQ FT
~1.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,202.39 SQ FT
~0.28 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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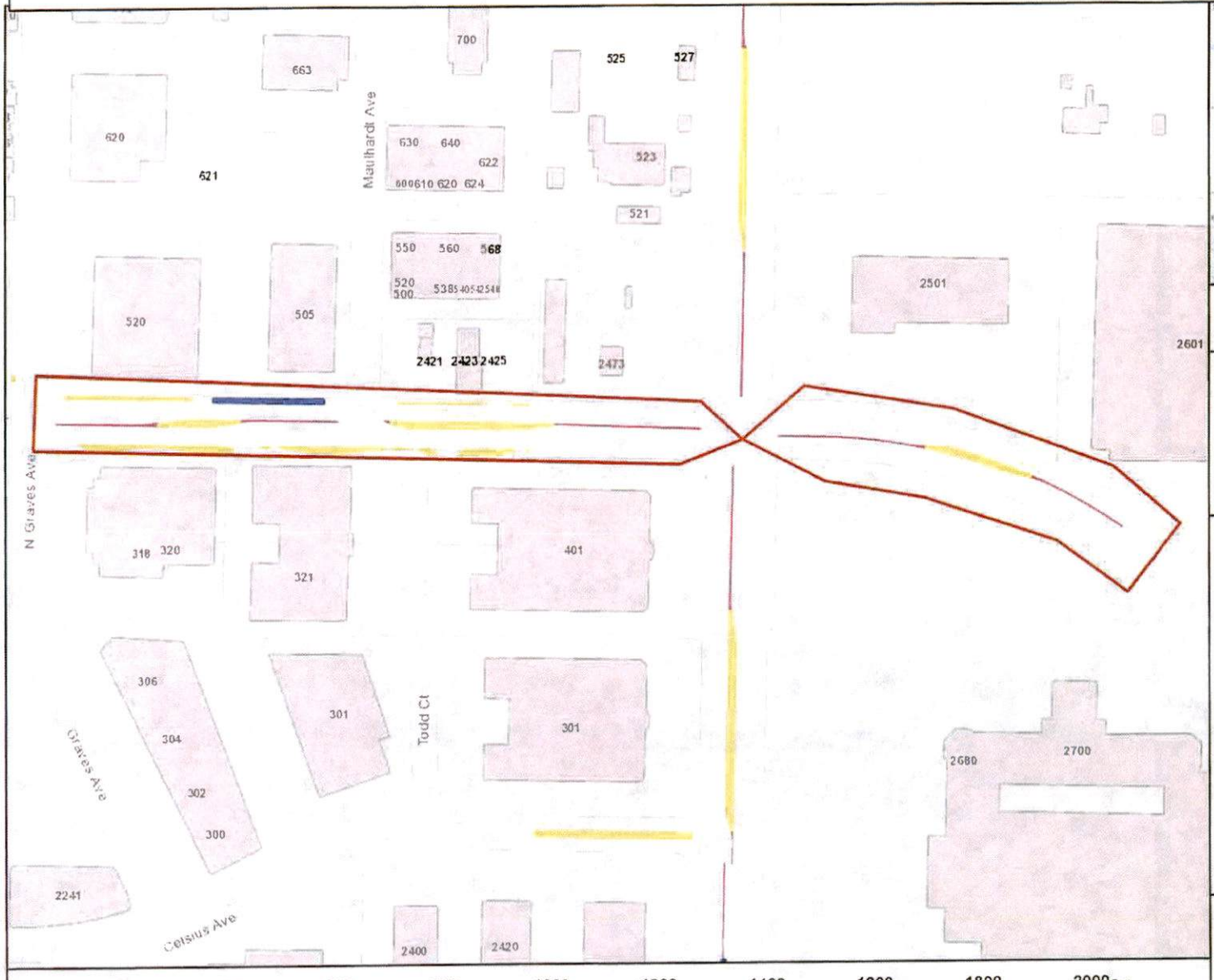
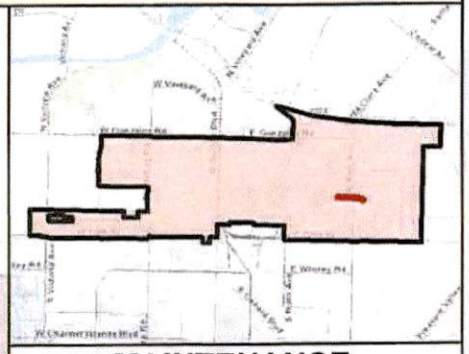
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 5 OF 22, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~999.82 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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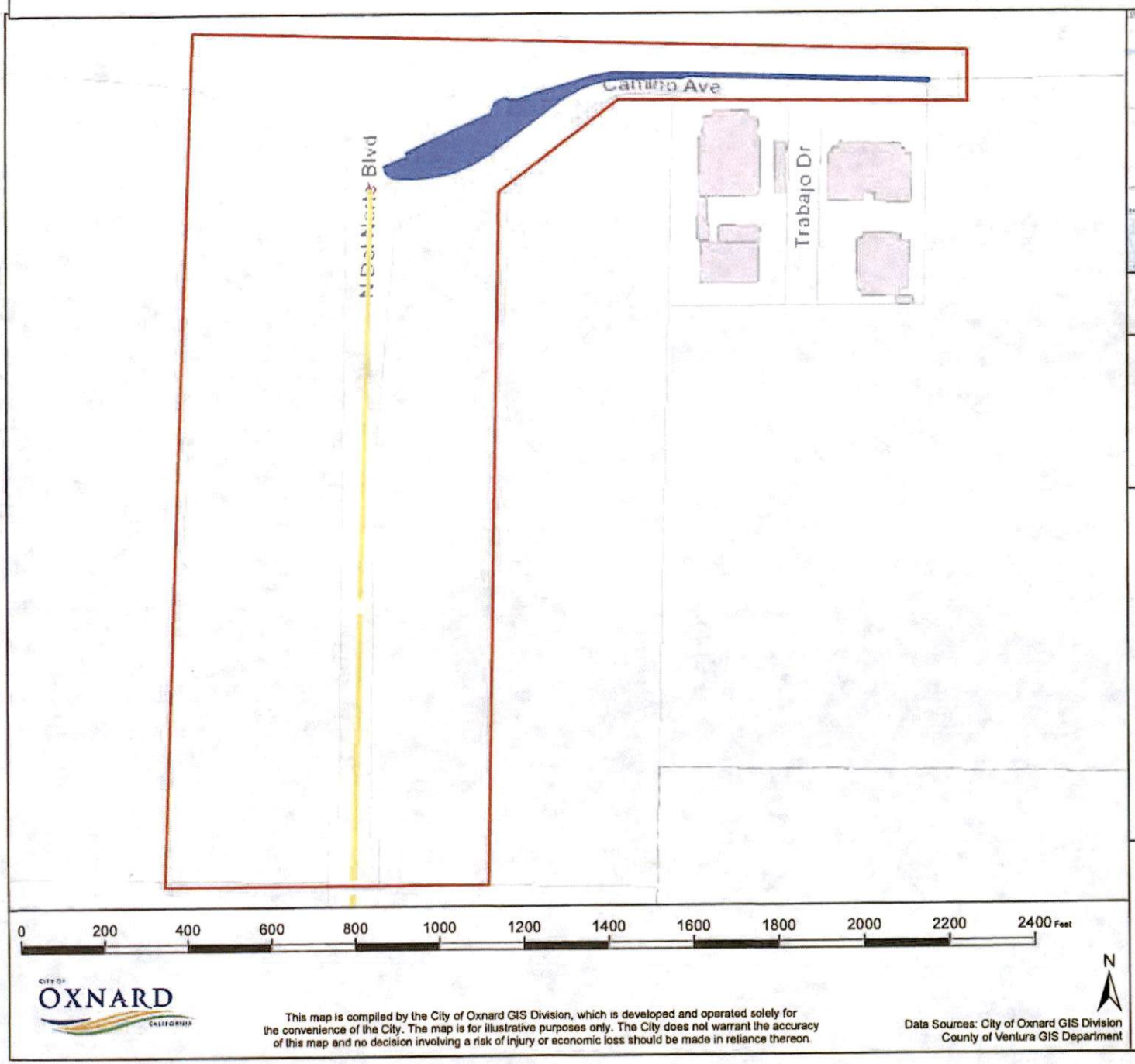
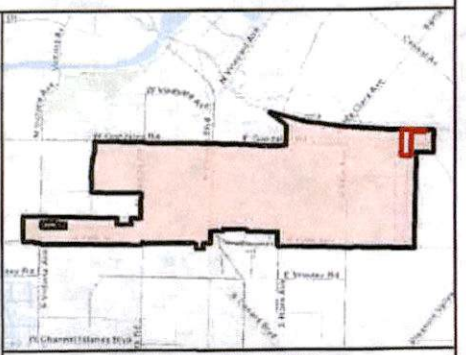
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 6 OF 22, DEL NORTE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,758.38 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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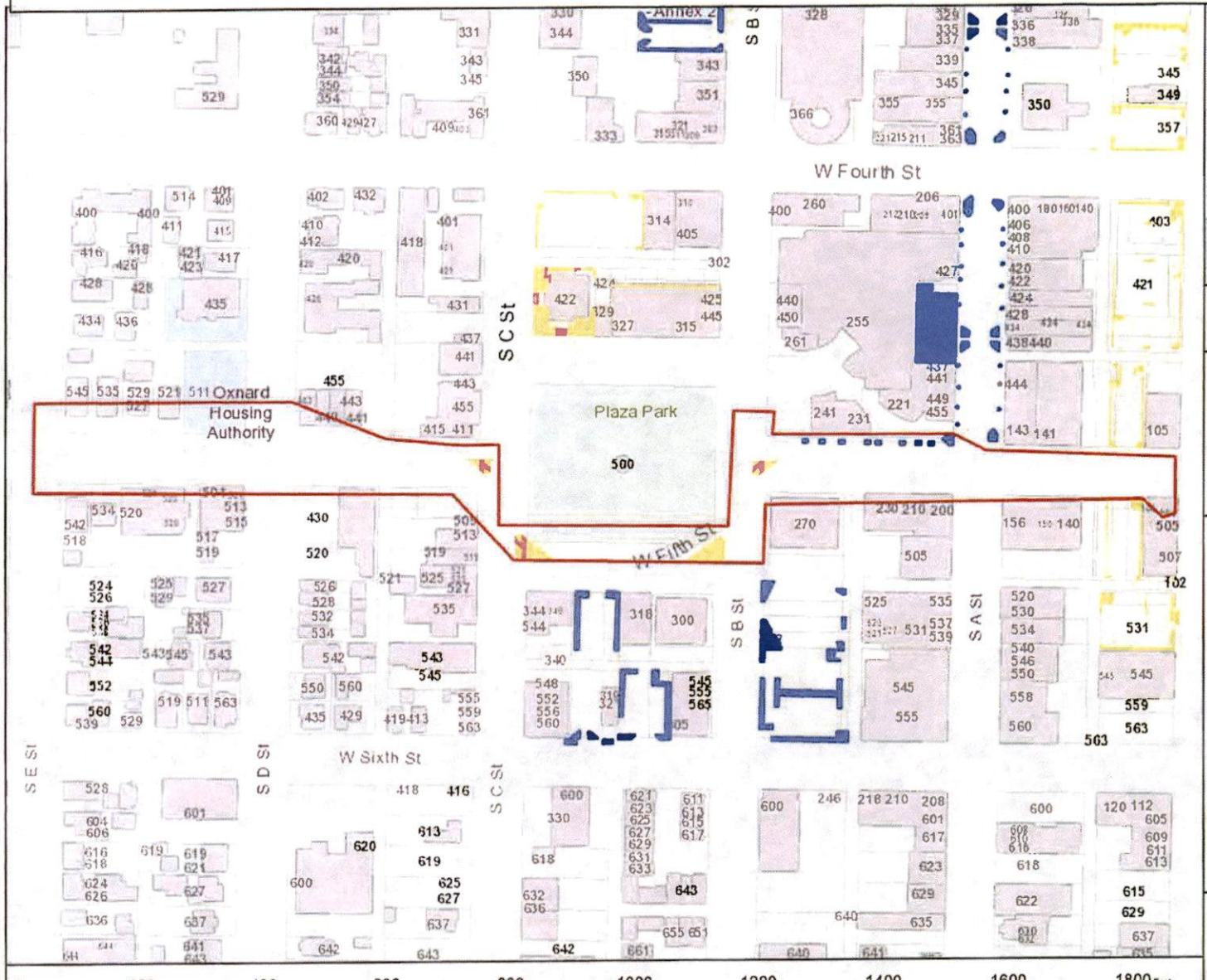
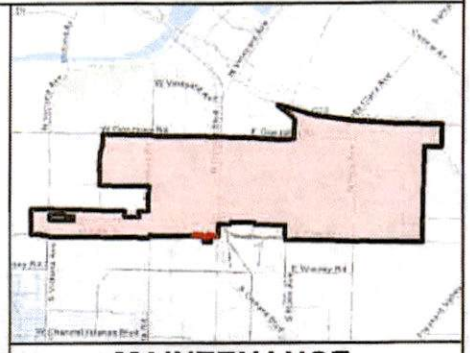
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 7 OF 22, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~463.16 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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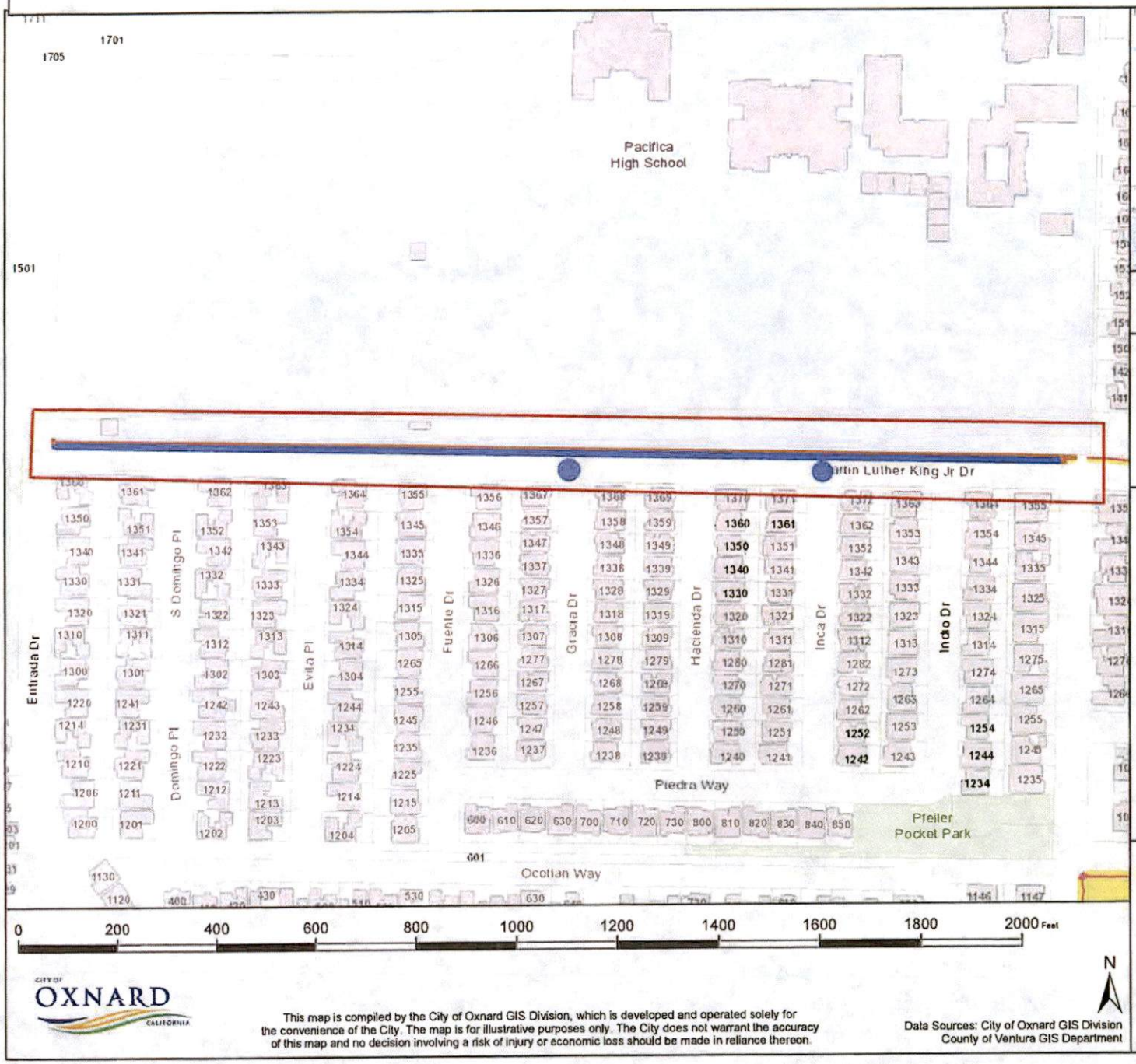
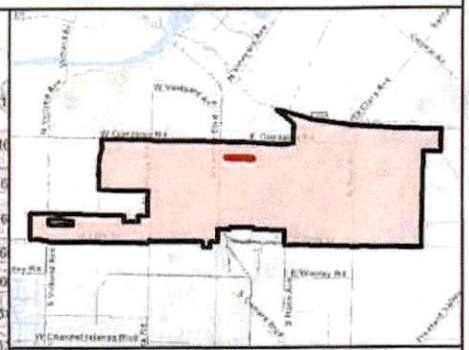
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 8 OF 22, MLK 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,698.41 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,110.77 SQ FT
~0.28 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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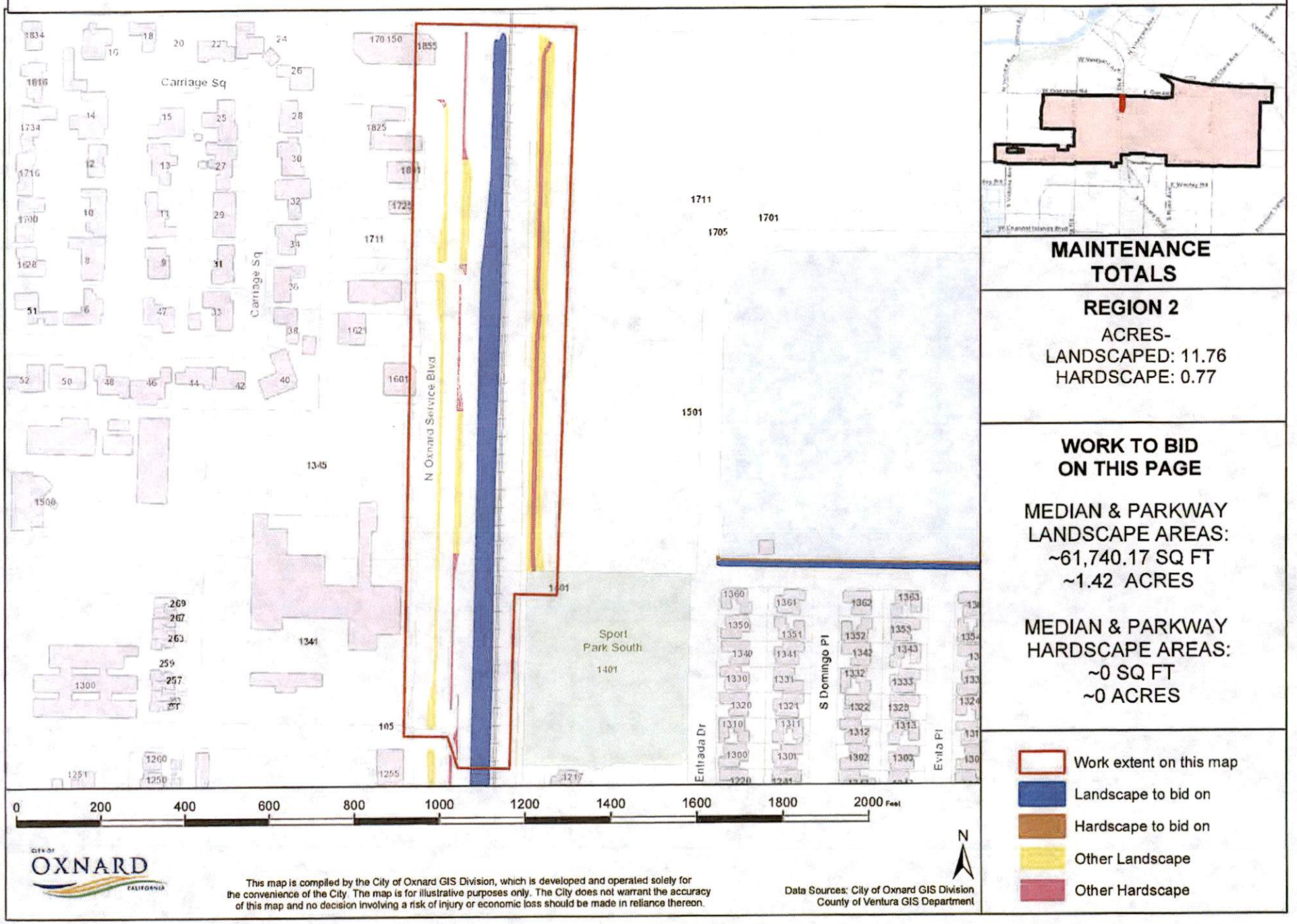
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 9 OF 22, OXNARD BLVD 1



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~61,740.17 SQ FT
~1.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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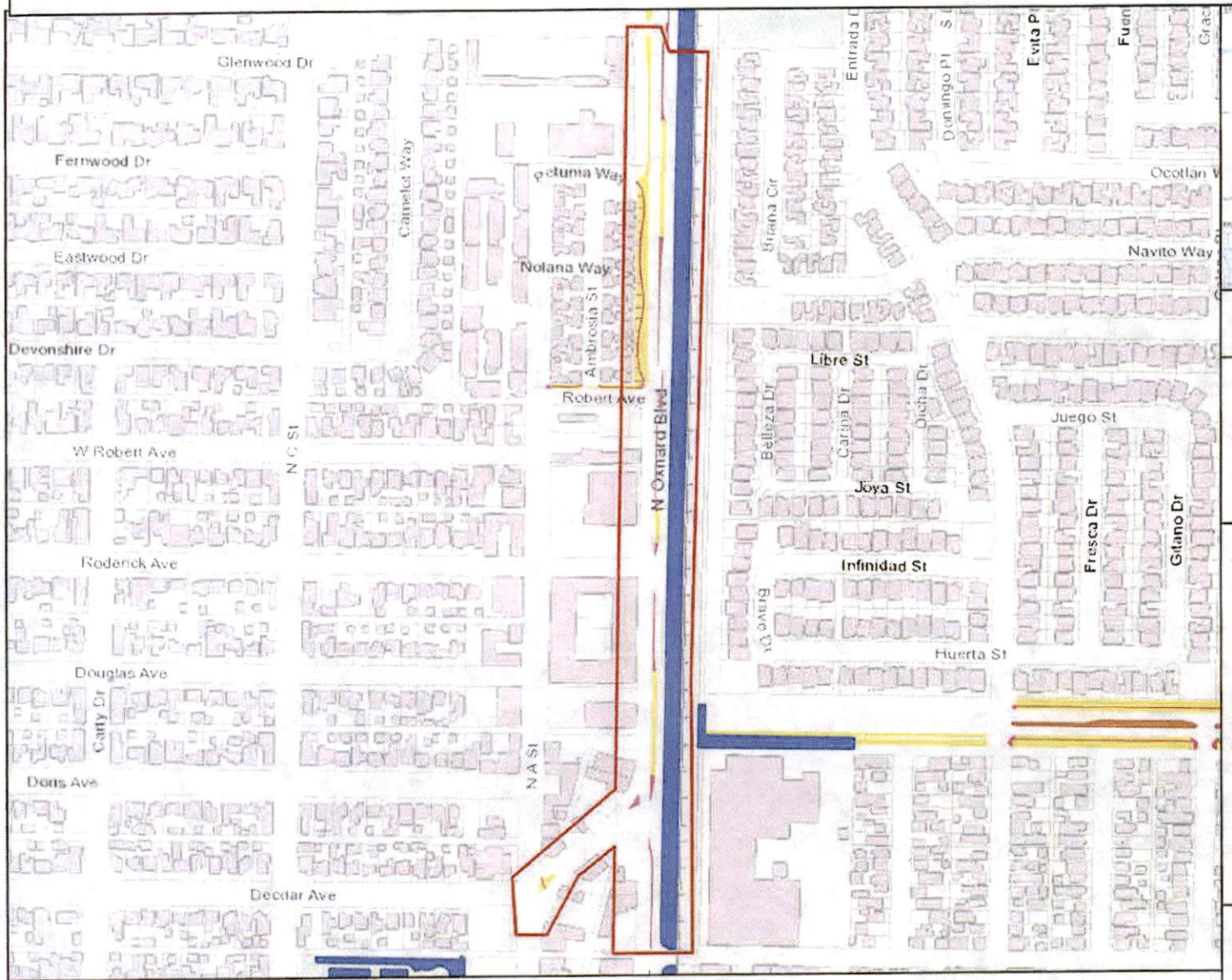
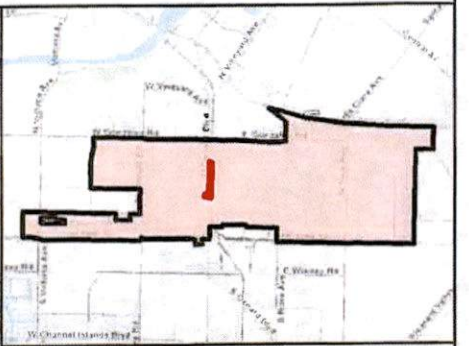
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 10 OF 22, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~111,416.29 SQ FT
~2.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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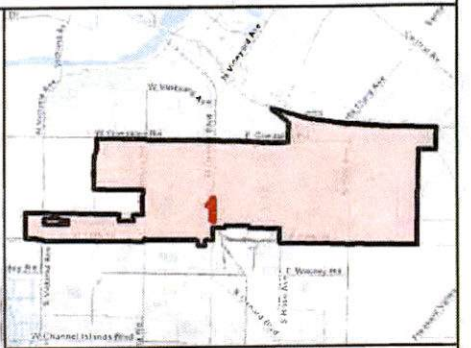
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 11 OF 22, OXNARD BLVD 3



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~60,834.12 SQ FT
~1.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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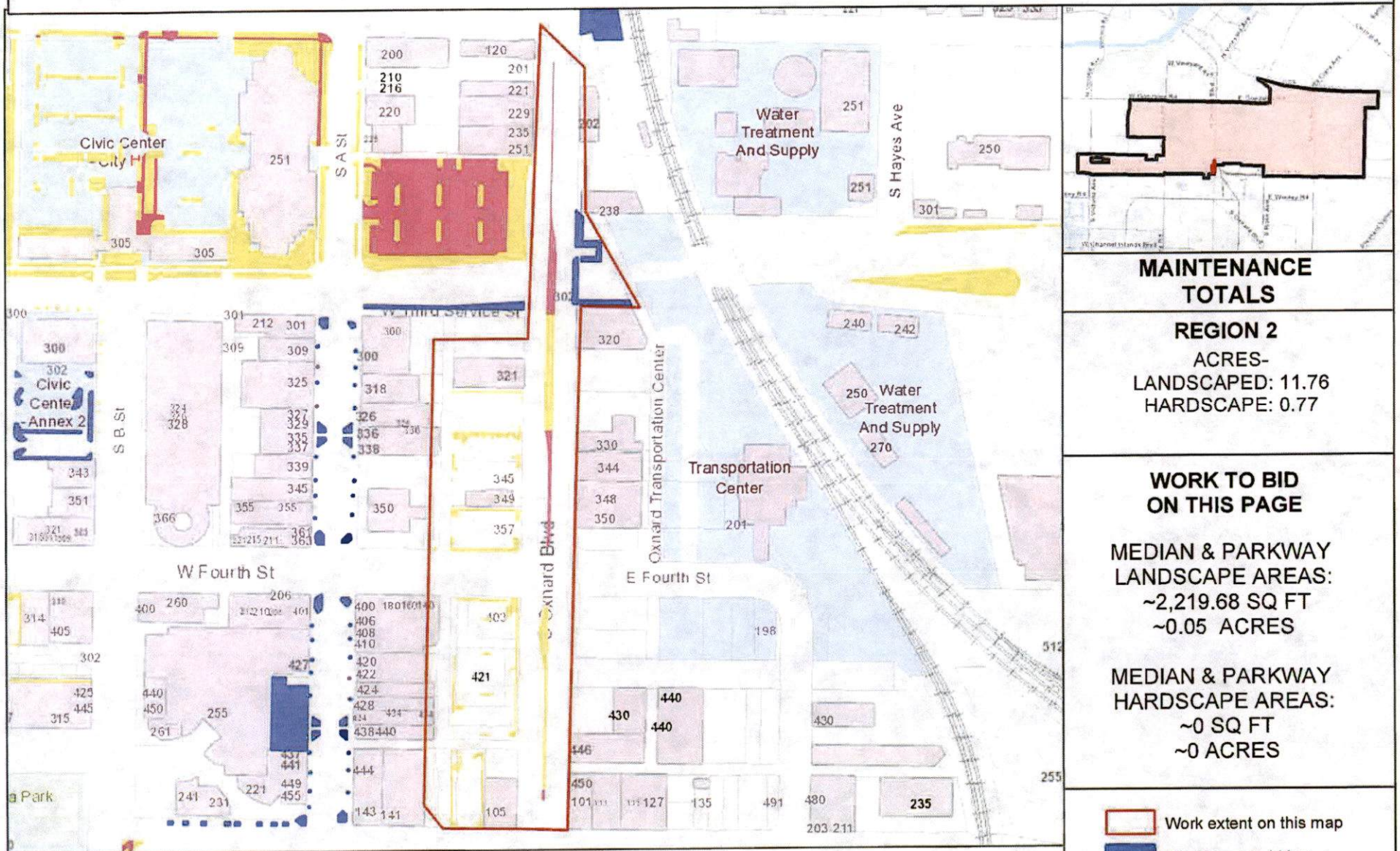
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 12 OF 22, OXNARD BLVD 4



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,219.68 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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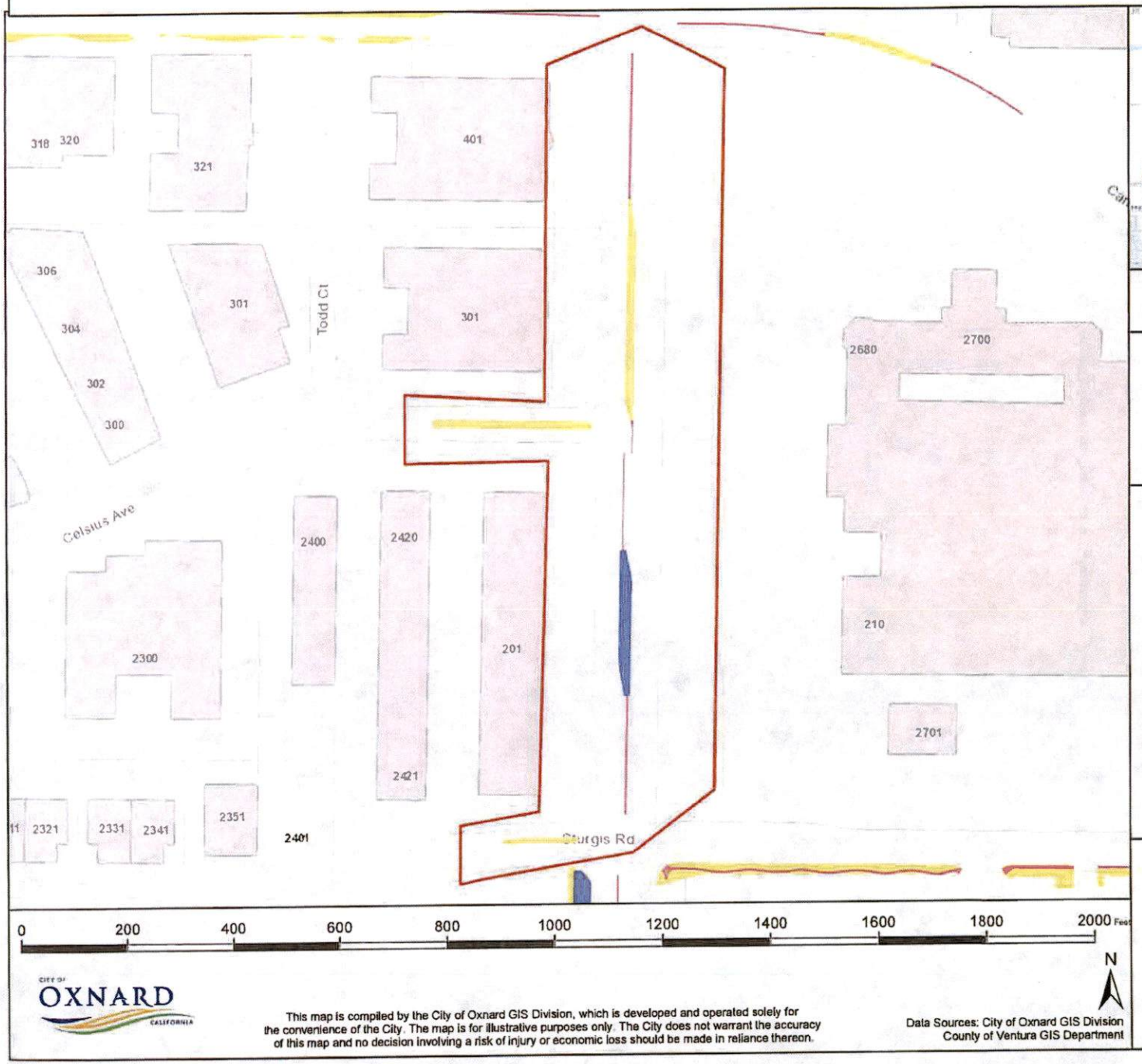
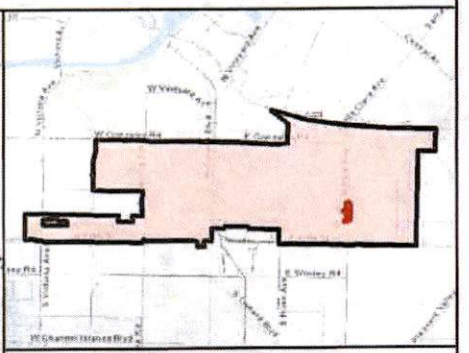
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 13 OF 22, RICE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,664.95 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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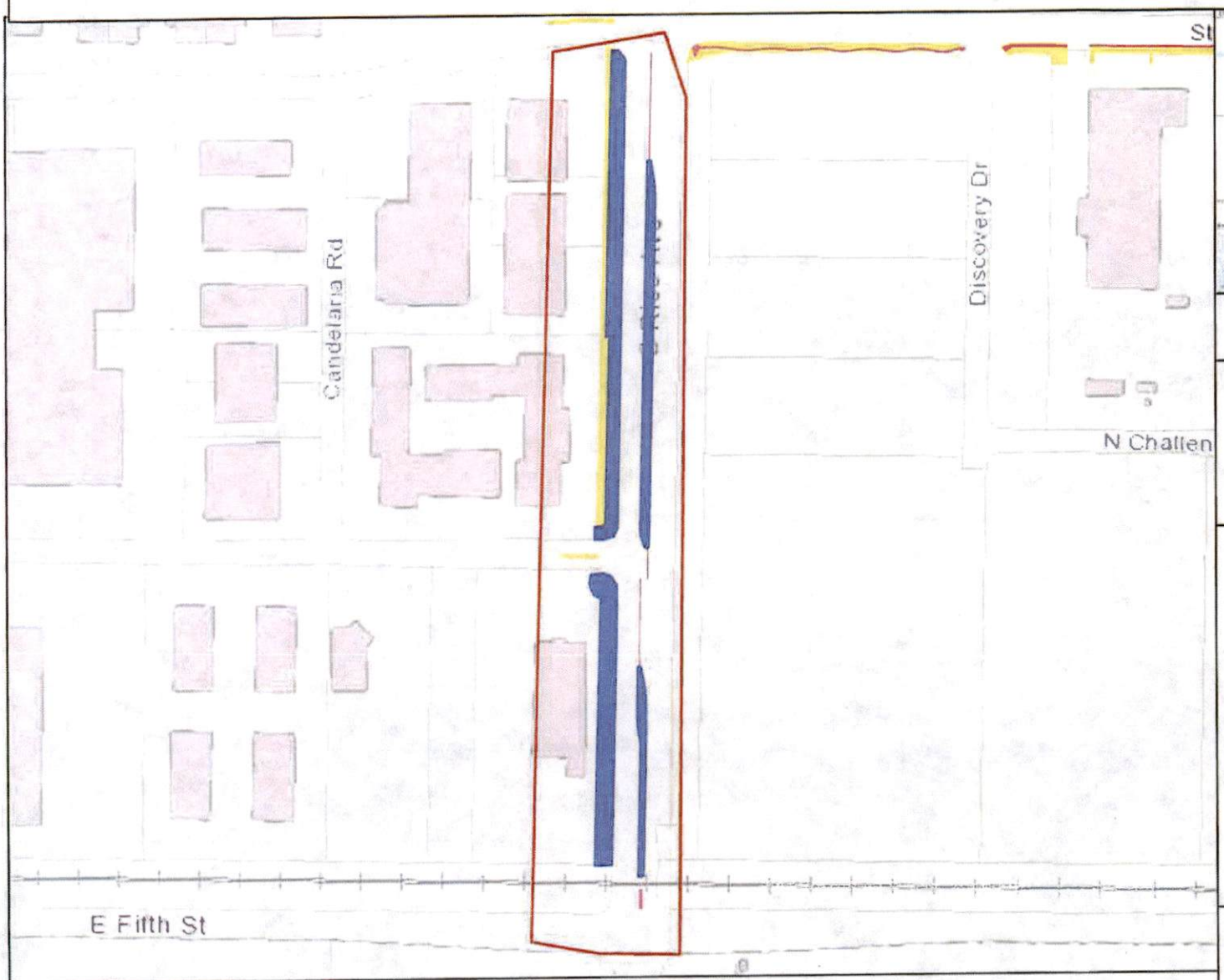
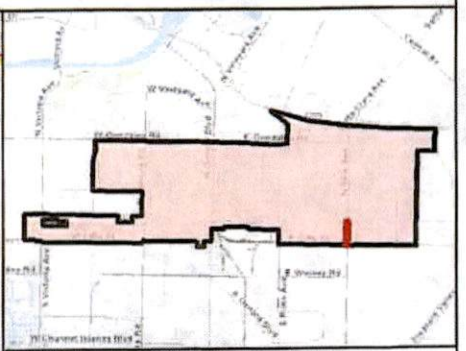
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 14 OF 22, RICE 5





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~60,902.58 SQ FT
~1.4 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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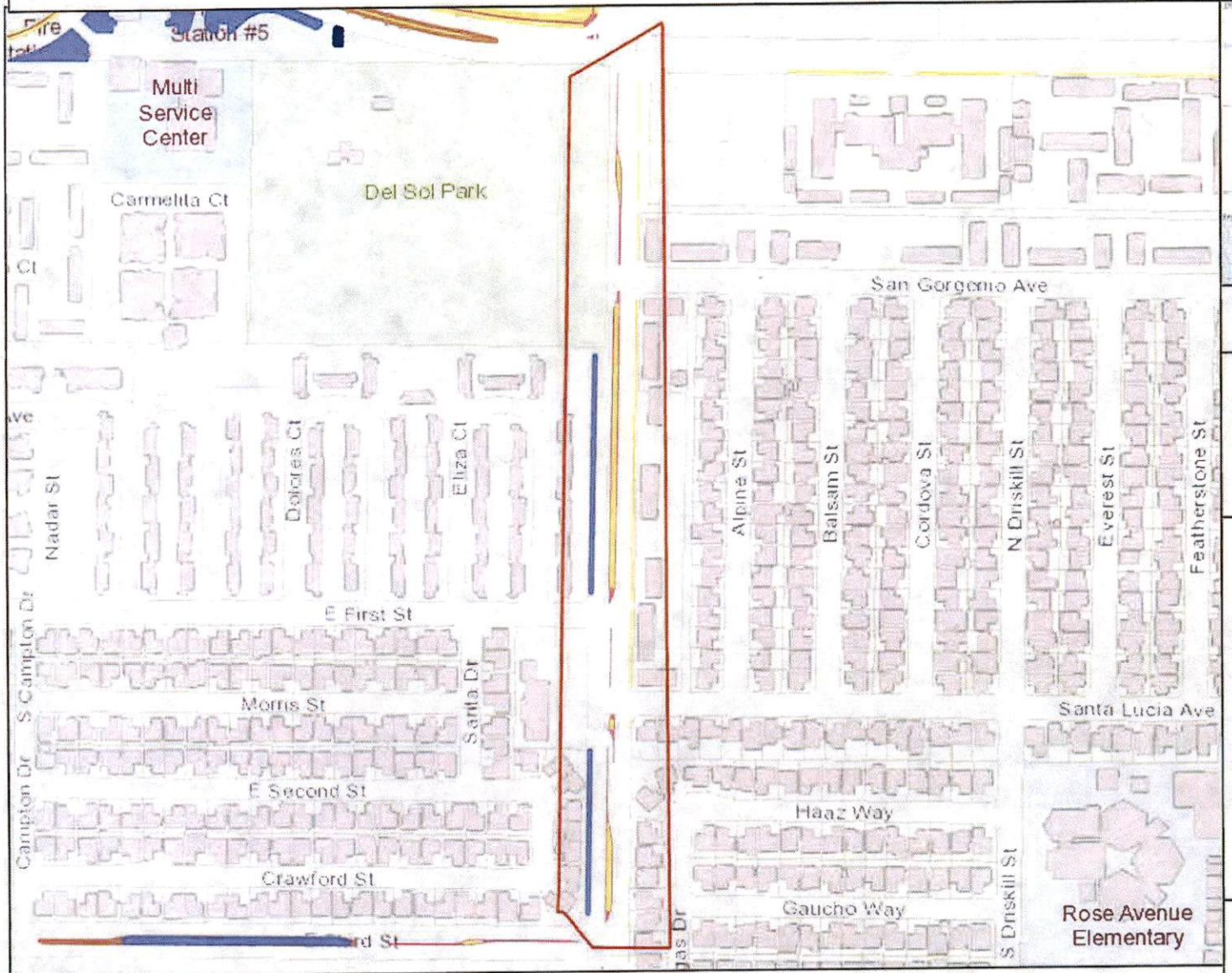
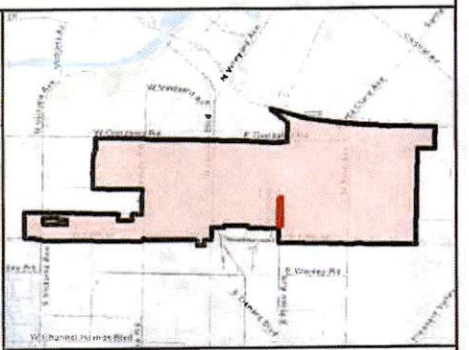
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 15 OF 22, ROSE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,438.94 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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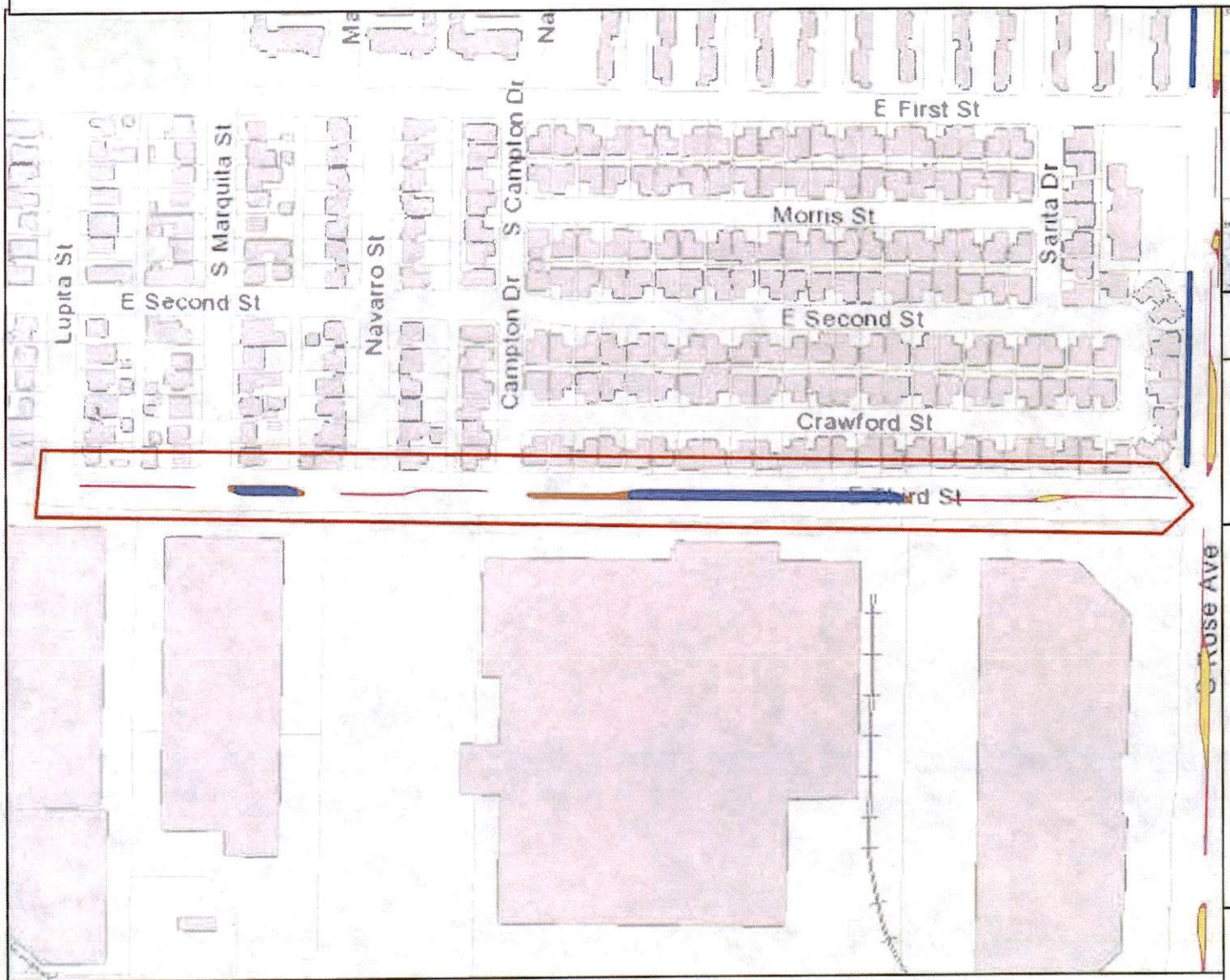
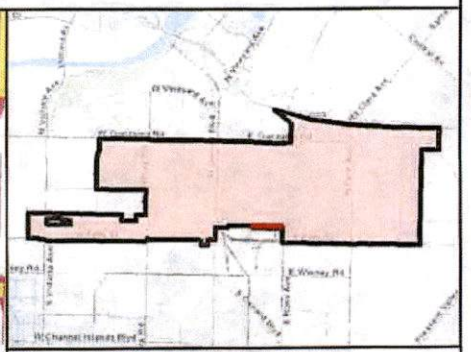
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 16 OF 22, THIRD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,730.11 SQ FT
~0.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,592.6 SQ FT
~0.08 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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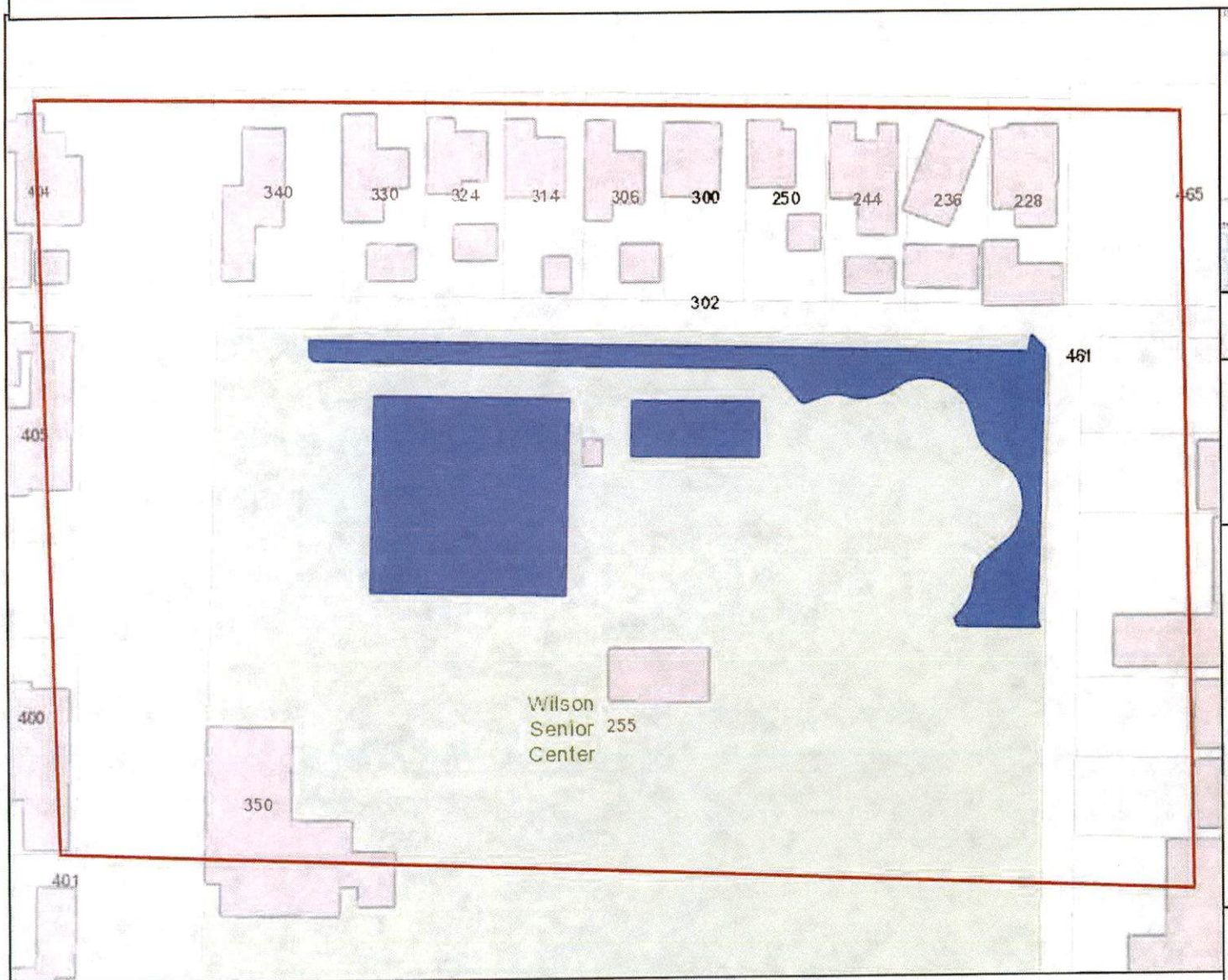
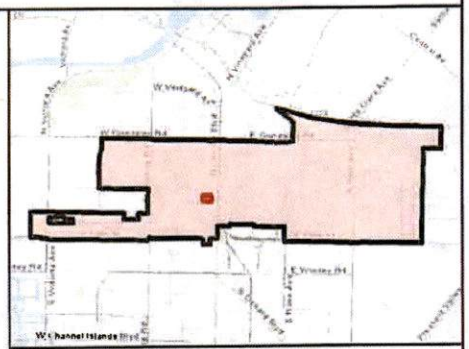
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 17 OF 22, WILSON SENIOR CENTER





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,723.9 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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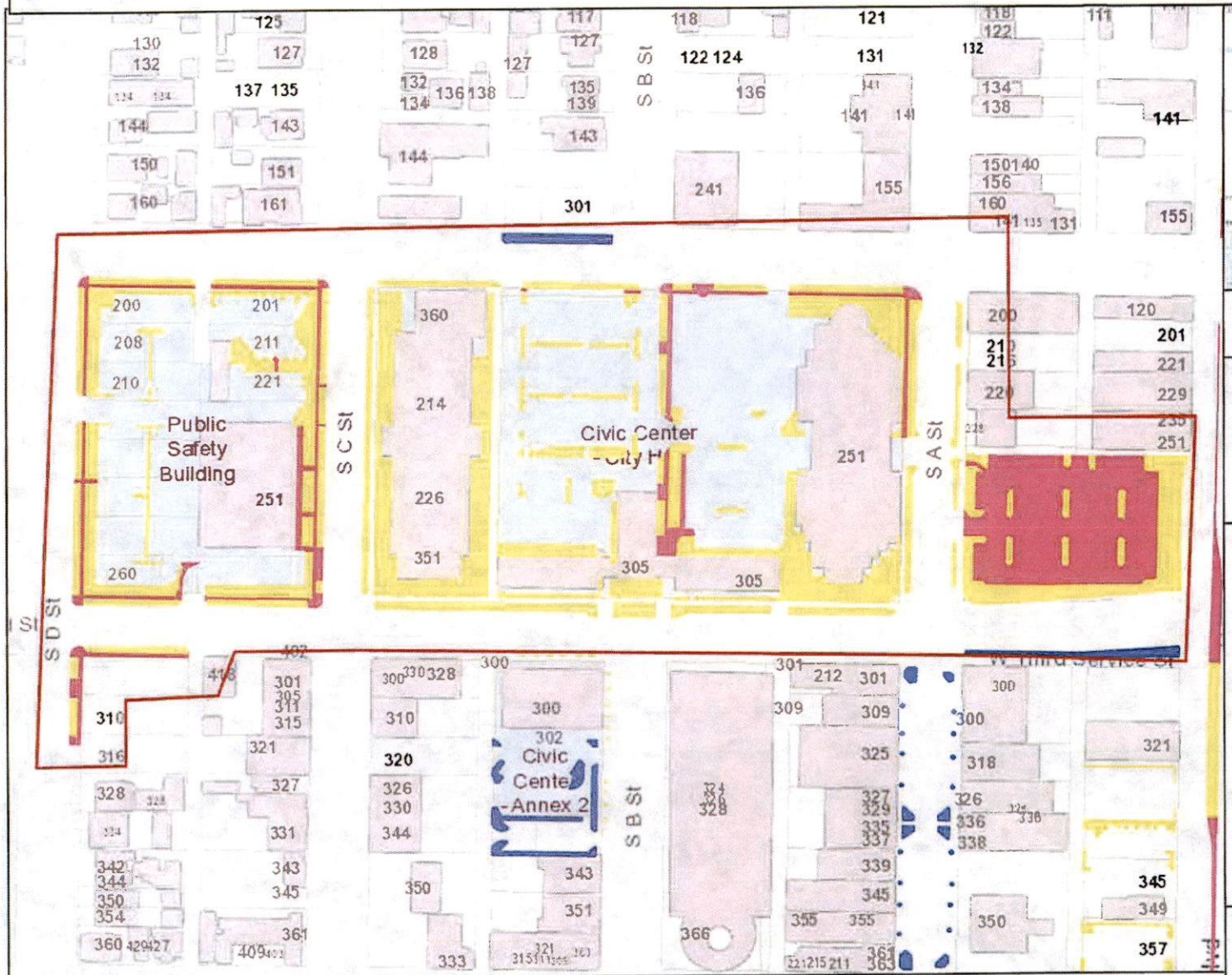
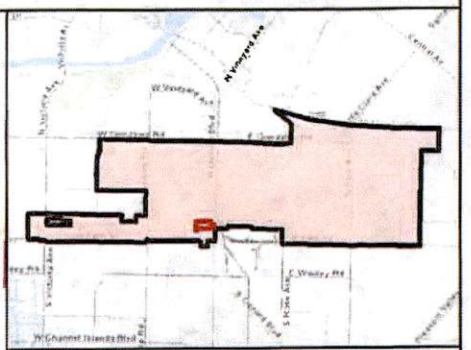
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 18 OF 22, CIVIC CENTER





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,470.58 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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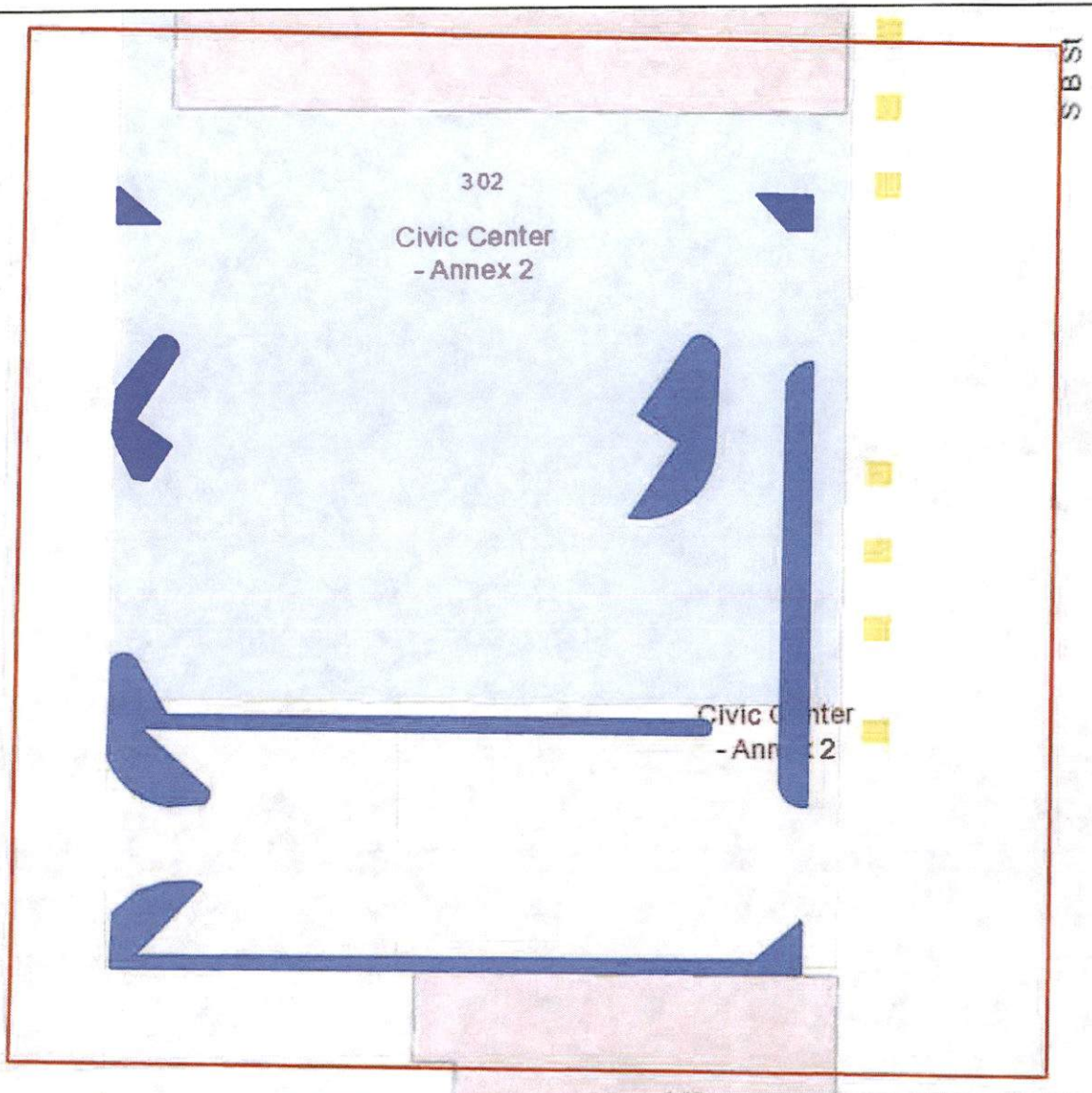
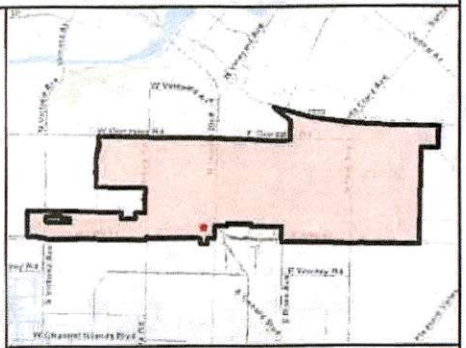
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 19 OF 22, CIVIC CENTER ADMINISTRATIVE BUILDING





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,953.89 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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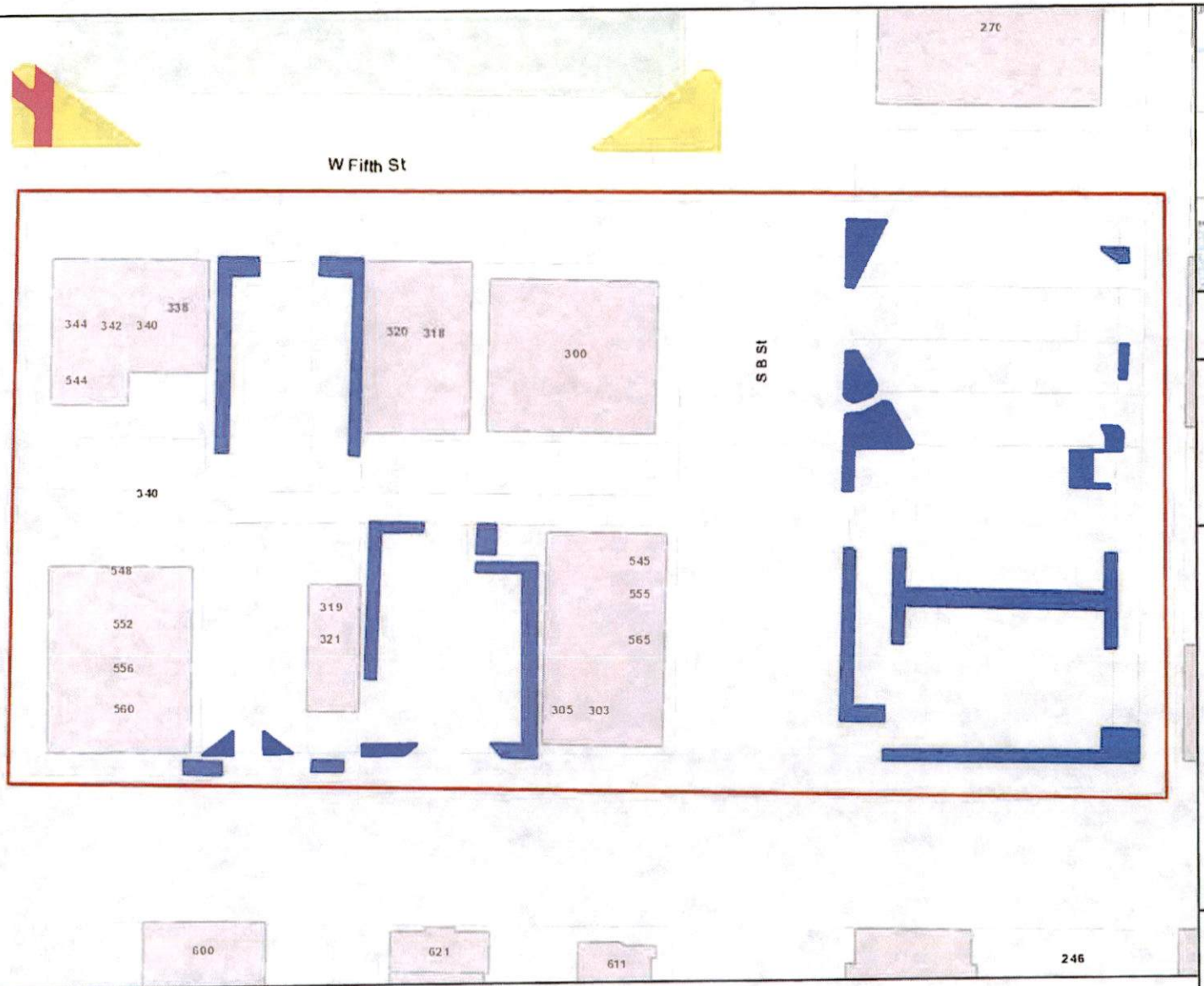
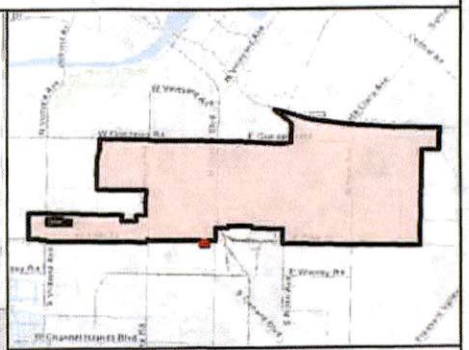
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 20 OF 22, DOWNTOWN





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,015.27 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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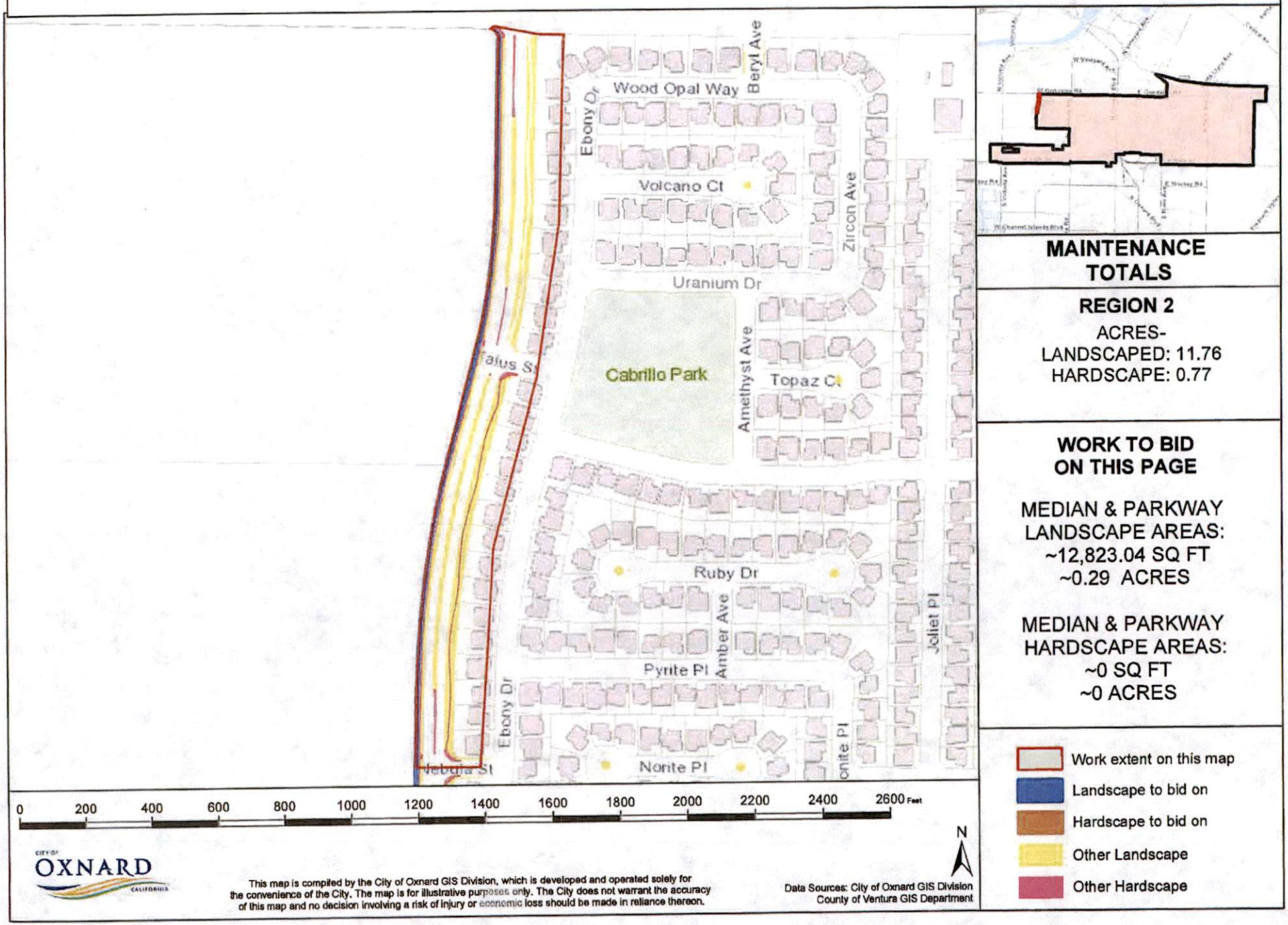
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 21 OF 22, PATTERSON RD 1



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

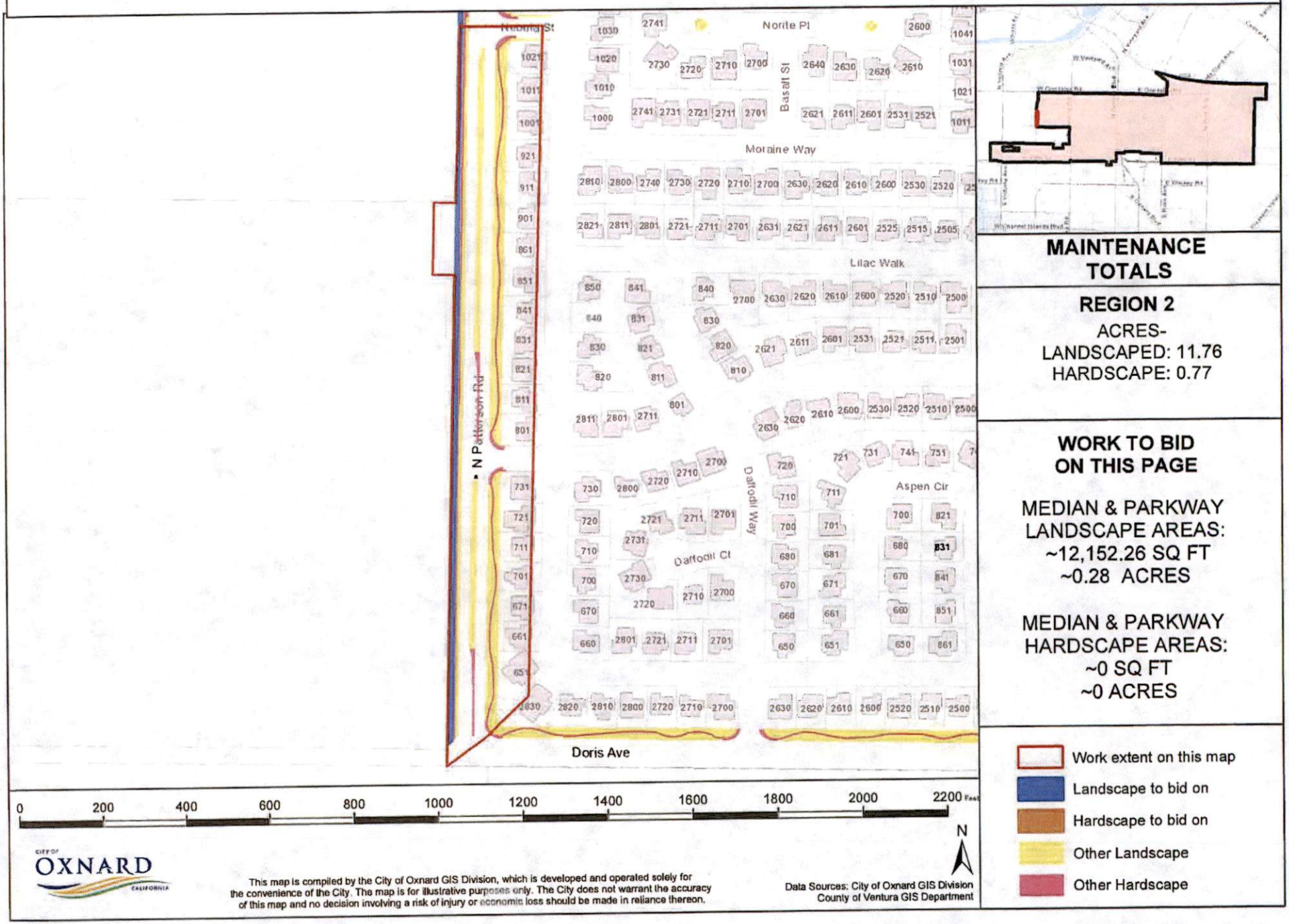
WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,823.04 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

REGION 2 WORK DETAIL: PAGE 22 OF 22, PATTERSON RD 2



MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 11.76
HARDSCAPE: 0.77

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,152.26 SQ FT
~0.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape to bid on
- Hardscape to bid on
- Other Landscape
- Other Hardscape

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Garcia's Landscaping Maintenance, Inc

(3) Services: Monthly Landscaping Maintenance located in Median ways located within Region 3

(4) Schedule of Services: **Monthly Landscaping Maintenance located in Median ways located within Region** 3 of Location Map which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $2,000,000.00

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Tenley Garcia

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
■ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

Garcia's Landscaping Maintenance, Inc
Attn: Tenley Garcia
2102 Hughes Drive
Oxnard, CA 93033

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
■ Region 3 Detail Maps
■ Living Wage Policy Exhibit
■ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-D)

COUNCIL APPROVED
06-29-2021 M3(3)
DATE

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6-29-21
Date

■ John C. Zaragoza, Mayor[1]
☐ Alexander Nguyen, City Manager
☑ Daniel W White, Purchasing Manager
☐ , Buyer

GARCIA'S LANDSCAPING MAINTENANCE, INC.

6-7-2021
Date

Pablo Garcia, President[2]

6/7/2021
Date

Tenley Garcia, Secretary

ATTEST:

6/29/21
Date

Rose Chaparro, City Clerk
(only if Mayor signs)

APPROVED AS TO FORM:

6-9-21
Date

Stephen M. Fischer, City Attorney (always required)

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

- Safety Data Sheet (SDS)
- Product Specimen Label
- Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance. Use of articulating flail mowers may be used upon prior approval of the Project Manager and an approved traffic plan.

Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew assignments, specifying the areas which are to be serviced.

Work will not be performed adjacent to residential housing before 8 a.m.

Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager prior to application. Vendor shall notify the Project Manager three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All medians and parkways shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager. The use of a skid sprayer or towable sprayer may be used upon prior approval of the Project Manager.

I. Weed Abatement

All weed abatement of vacant parcels not listed in the Scope of Work shall be negotiated separately from this Contract. Treatments of non-selective herbicide shall be performed at a minimum of one acre at the cost per acre as provided by the contractor within this Agreement.

J. Vertebrate Control

Any vertebrate problem is to be addressed monthly until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for approval.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. In areas of large monotypic connected shrubs, such as along certain railroad right-of-ways, equipment such as articulating flail mowers may be used upon prior approval of the Project Manager. Faded or dead flower heads or their stalks and plant leaves shall be removed on a monthly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager . Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager. Mowing shall occur once a month. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager.

M. Tree Maintenance

Tree pruning will be the responsibility of the City. Vendor will be responsible for the clearing and disposal of any limbs, branches, palm fronds, fruit clusters, and/or any other vegetation that collects at the base of trees and within the median and/or hardscape areas.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

Items beyond routine tasks, including but not limited to, mulch installation/ replacement, removal/replacement of existing plantings, landscape and/or hardscape replacement work performed by the Vendor shall be compensated by the City on a time and material basis. Work performed under this section shall only be completed with written authorization for the City's designated Project Manager.

It is the intent of the City to renovate the parkways and median through the removal of ornamental turf and reduction of plantings for water conservation.

P. Vandalism, Theft and Graffiti

All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.

Q. Storm Damage

All storm damage shall be the responsibility of the City.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours.

U. Warranties

Vendor shall be accountable for condition of work performed under this Contract.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

GENERAL REQUIREMENTS

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in parkways and medians
7. Take extended breaks while at City facilities

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Not applicable.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

Each monthly invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Traffic Control

The Vendor shall maintain the following requirements:

A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

C. Traffic control plans must conform to the SSS and to the MUTCD.

D. Working hours shall be from 9:00 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.

E. No lane closure beyond the Work areas.

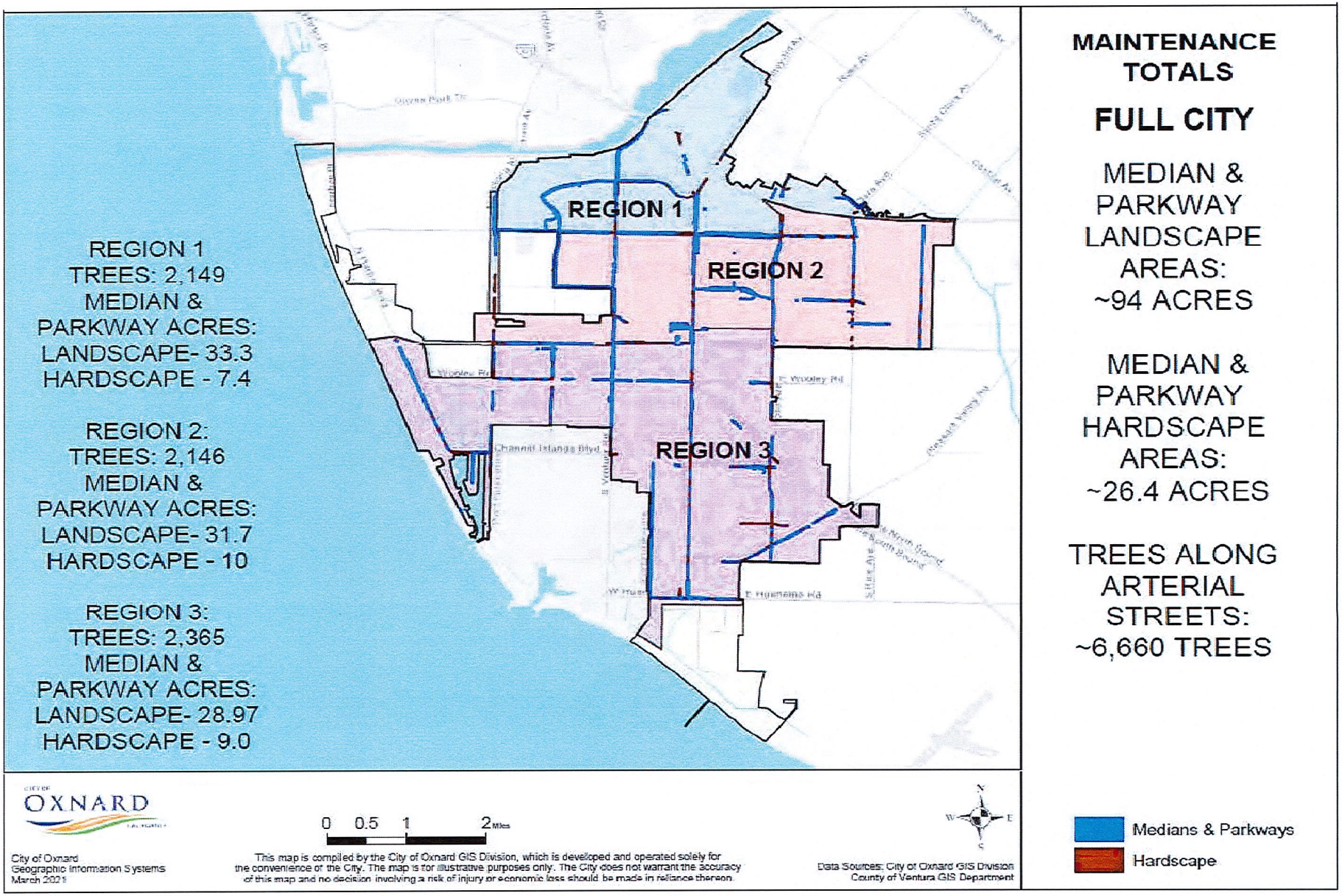
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor shall provide monthly Landscape Maintenance Services within the City's Medians located in Region 3

	Monthly Cost
Region 3	**$51,000.00**
Non-Selective herbicide applicate	**$225/acre**
Hourly Rate for as-needed tasks	**$40.00/hour**
Material markup rate for as-needed tasks	**15%**


REGION 1
TREES: 2,149
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4
REGION 2:
TREES: 2,146
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10
REGION 3:
TREES: 2,365
MEDIAN & PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0
REGION 1
REGION 2
REGION 3
MAINTENANCE TOTALS
FULL CITY
MEDIAN & PARKWAY LANDSCAPE AREAS: ~94 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS: ~26.4 ACRES
TREES ALONG ARTERIAL STREETS: ~6,660 TREES
OXNARD
0 0.5 1 2 Miles
City of Oxnard Geographic Information Systems March 2021
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
Data Sources: City of Oxnard GIS Division County of Ventura GIS Department
Medians & Parkways
Hardscape

INSURANCE EXHIBIT
Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE INJURY n) INJURY ent) TY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:____
Address: _____
_____
Telephone: (___) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address:____
_____
Telephone: ()_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

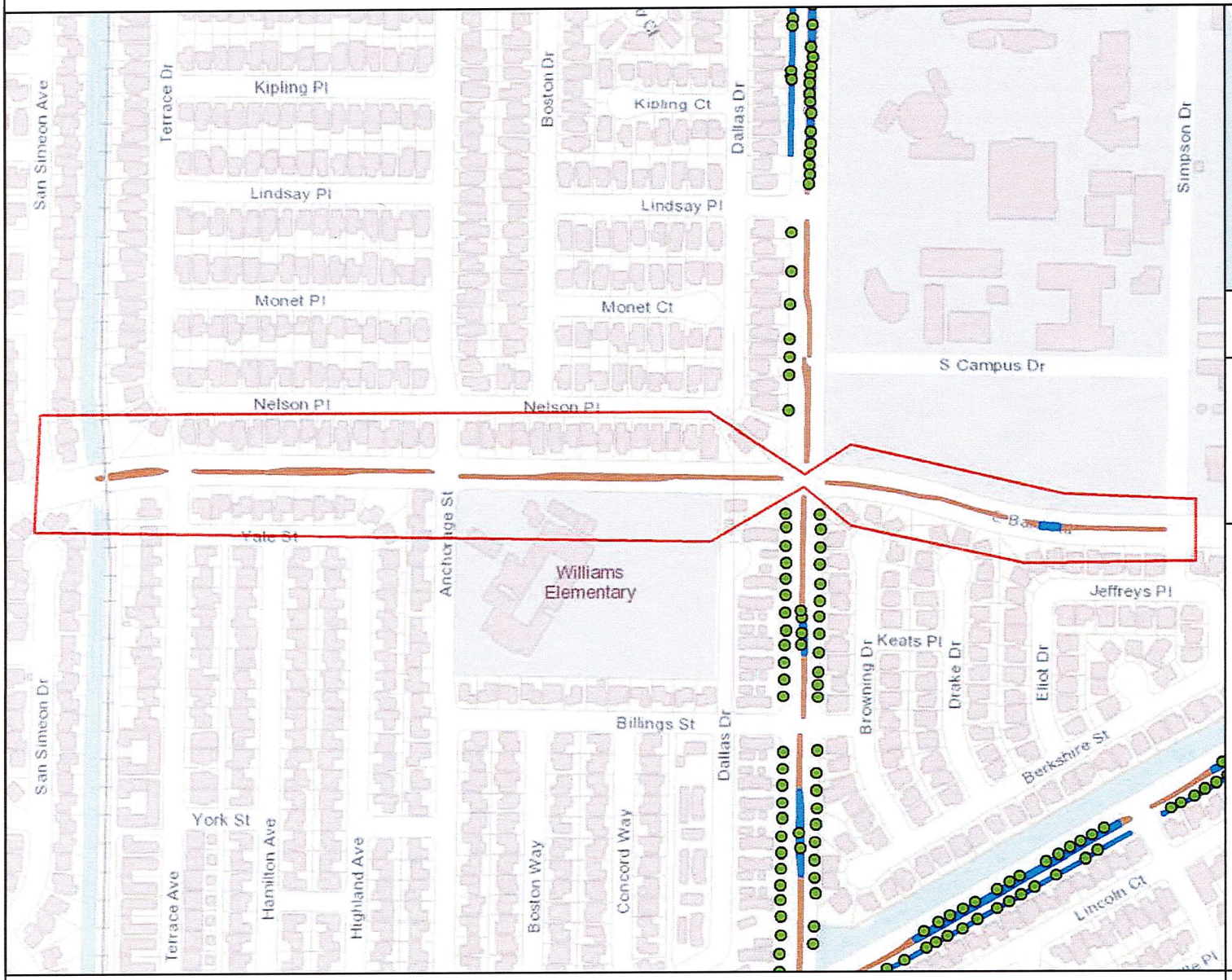
c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

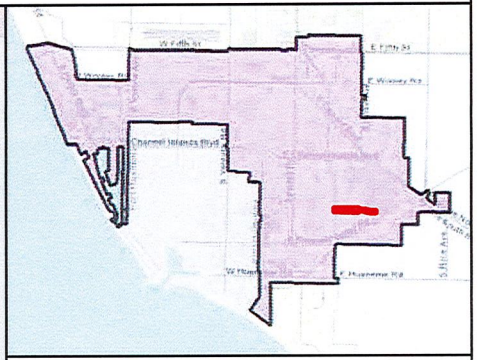
d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

REGION 3 WORK DETAIL: PAGE 1 OF 51, BARD RD





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~771 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~18,161 SQ FT
~0.42 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

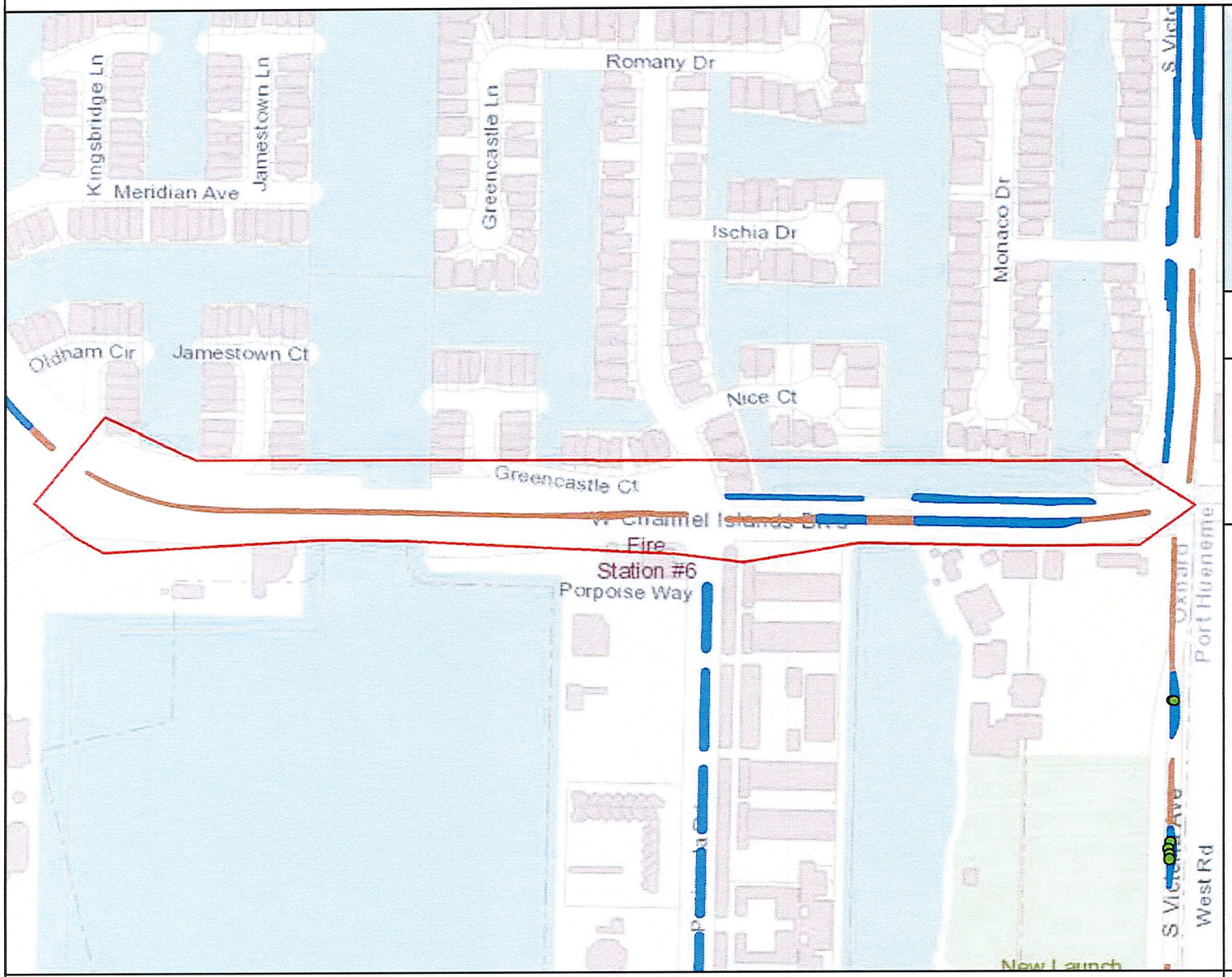
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

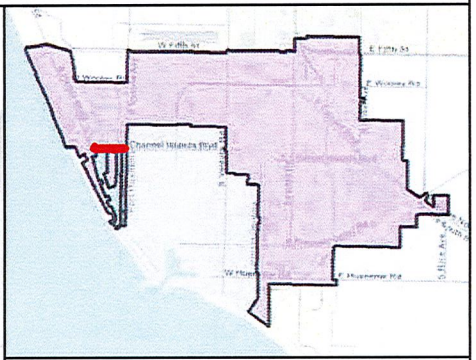
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 2 OF 51, CHANNEL ISLANDS 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,540 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,966 SQ FT
~0.27 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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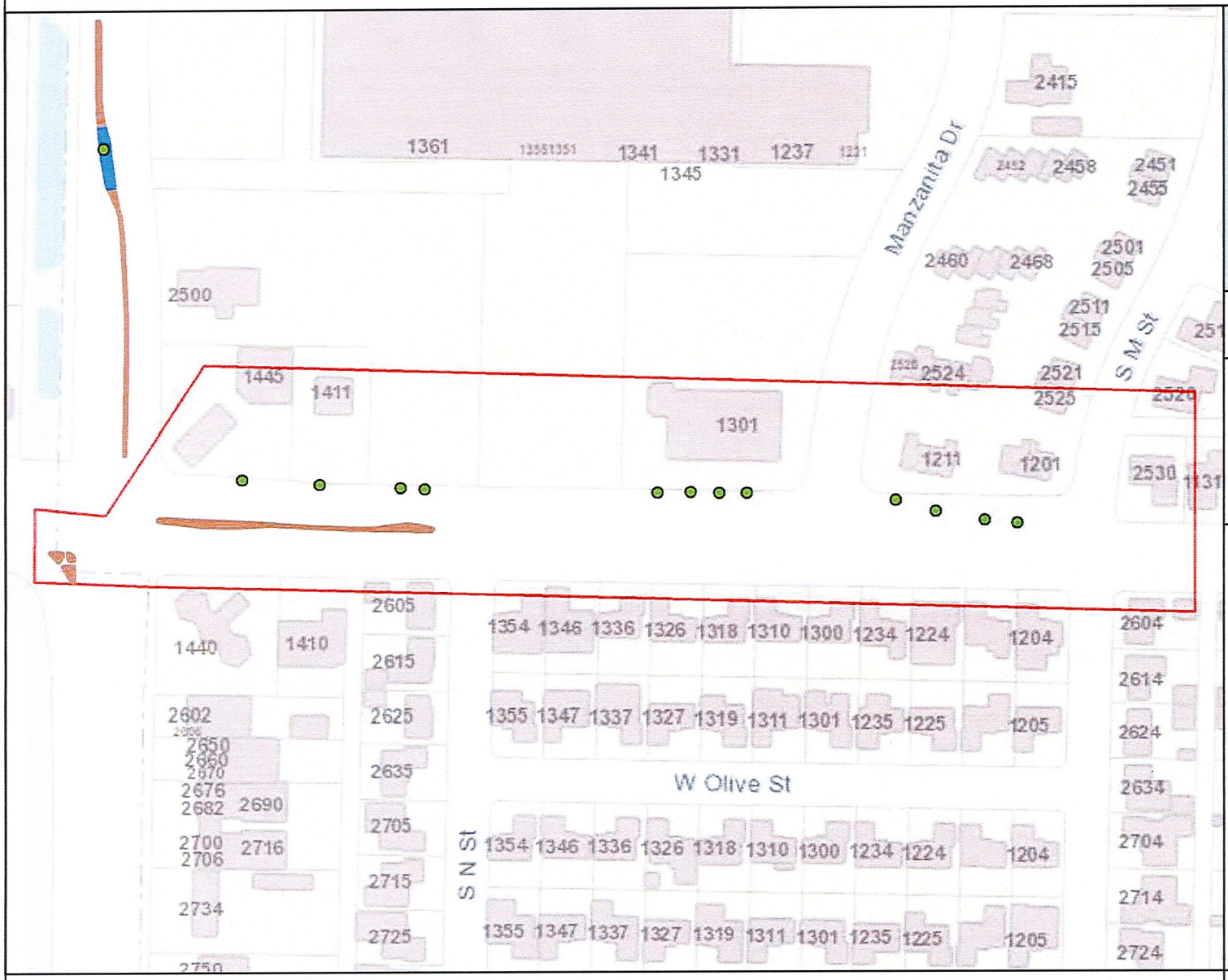
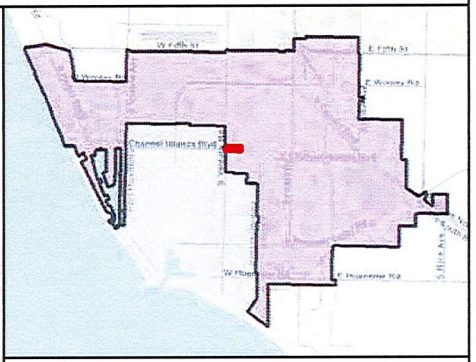
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 3 OF 51, CHANNEL ISLANDS 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,766 SQ FT
~0.04 ACRES

PROJECT TREES:
12 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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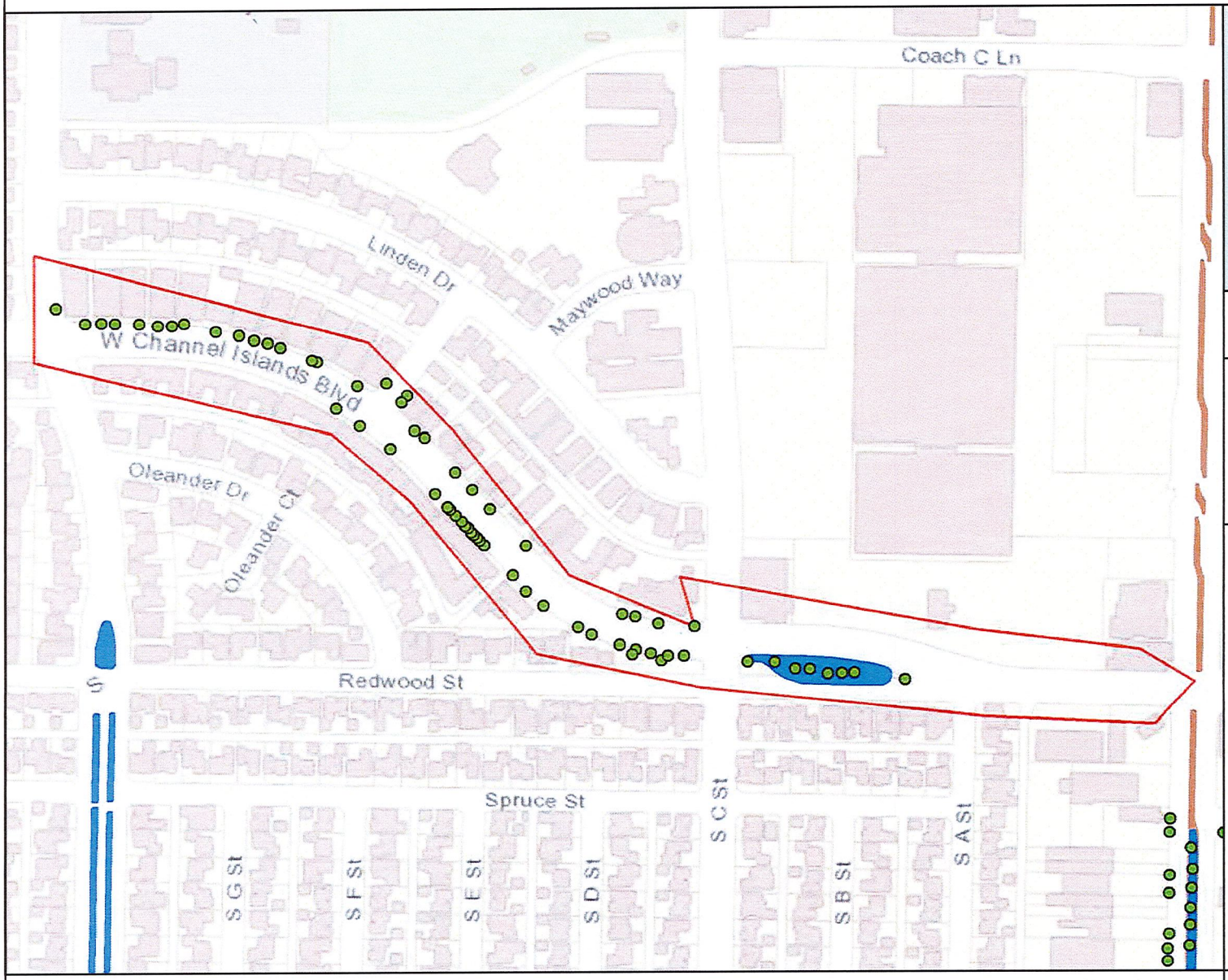
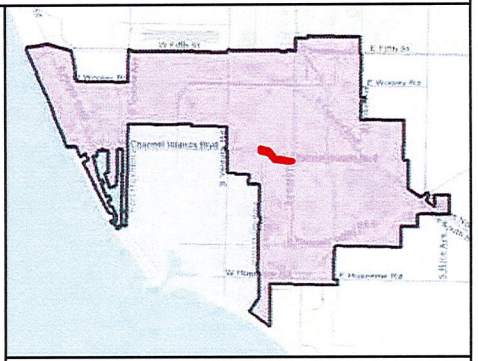
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 4 OF 51, CHANNEL ISLANDS 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,838 SQ FT
~0.32 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
64 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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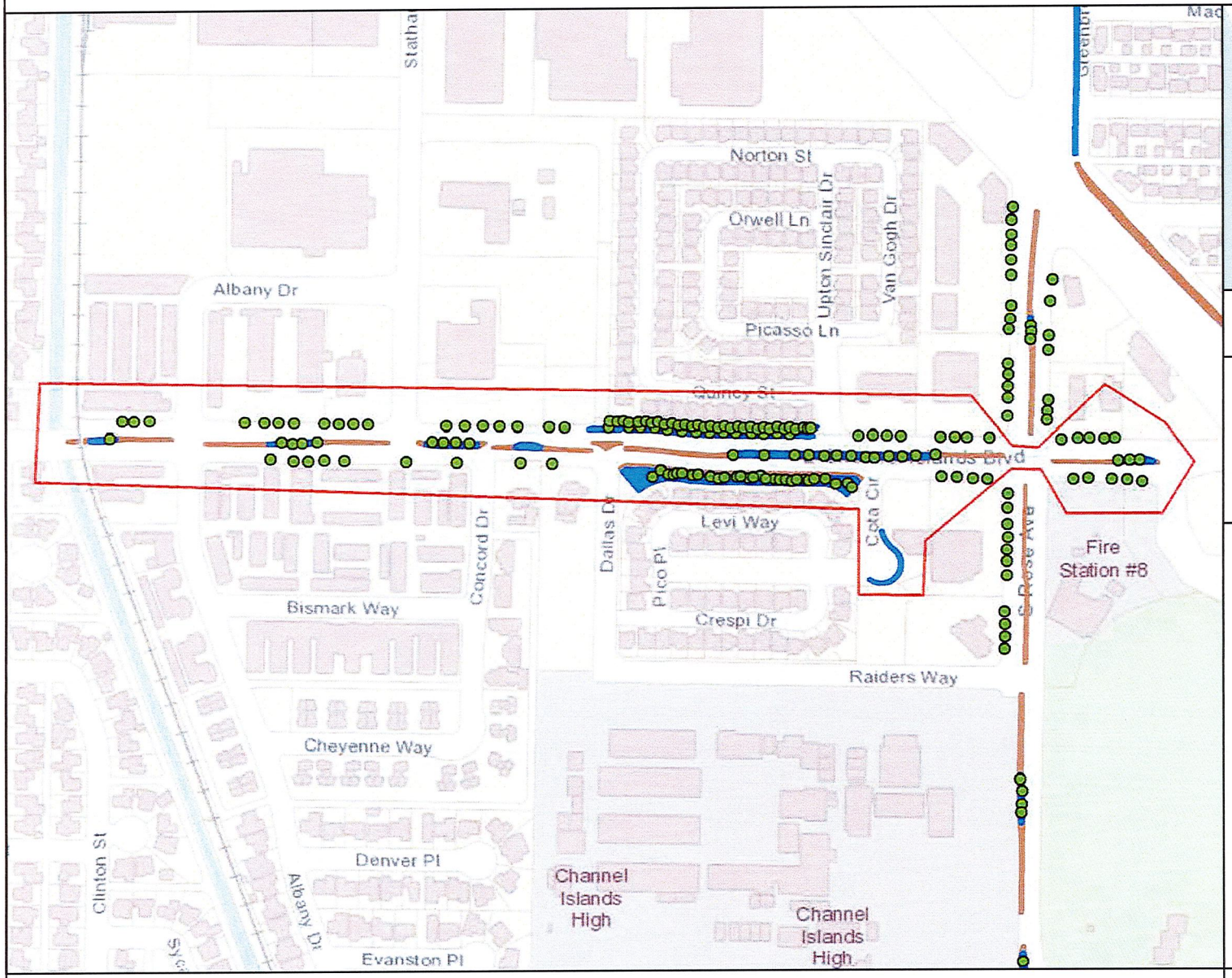
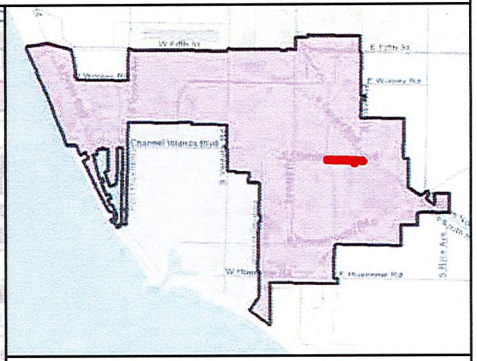
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 5 OF 51, CHANNEL ISLANDS 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~42,753 SQ FT
~0.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,776 SQ FT
~0.43 ACRES

PROJECT TREES:
149 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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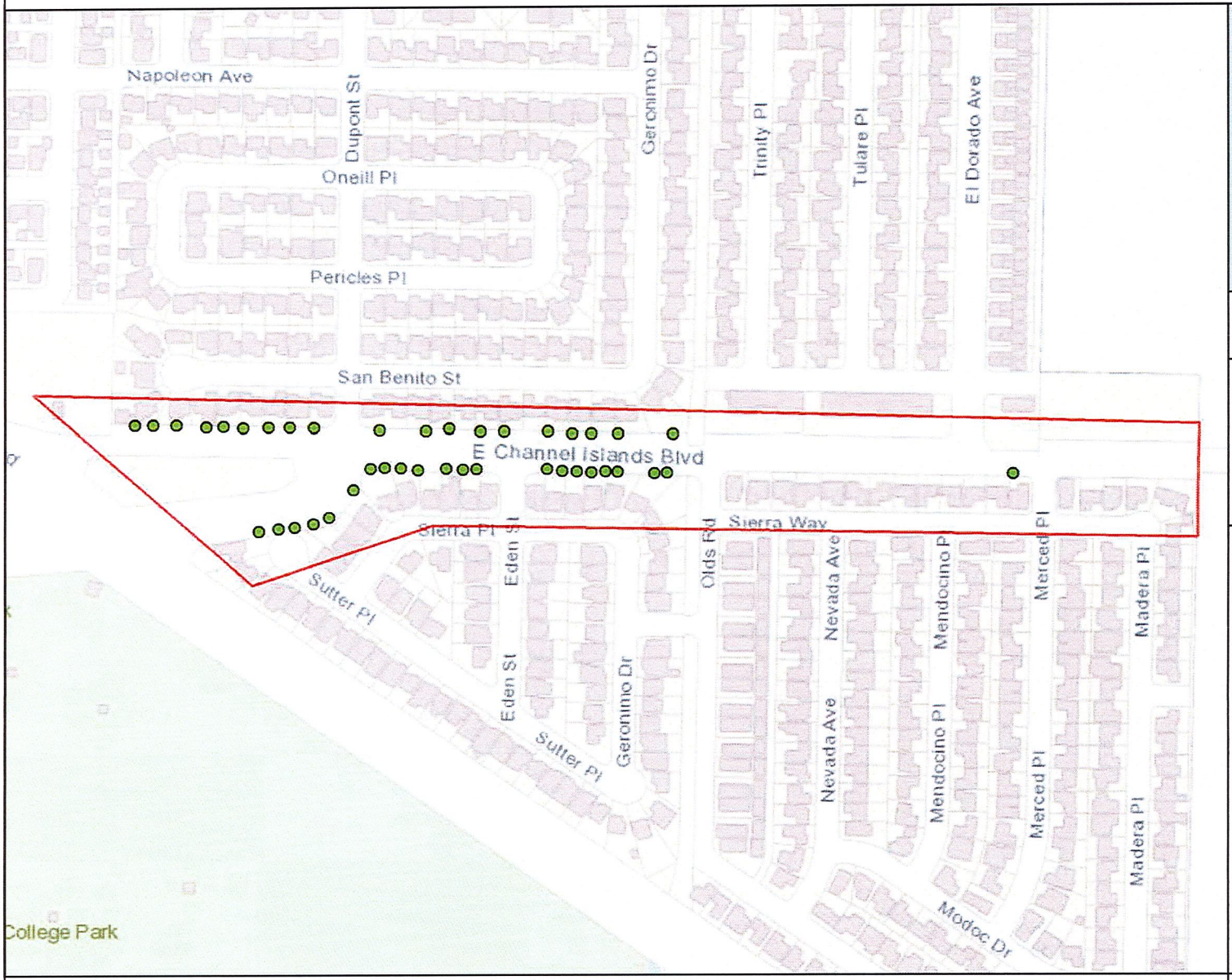
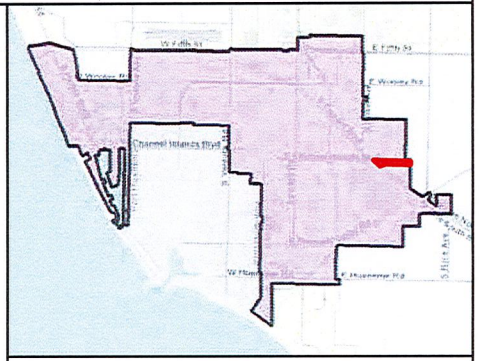
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 6 OF 51, CHANNELS ISLANDS 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
41 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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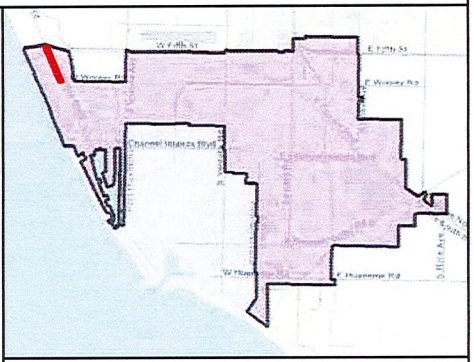
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 7 OF 51, HARBOR 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~66,260 SQ FT
~1.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,133 SQ FT
~0.09 ACRES

PROJECT TREES:
72 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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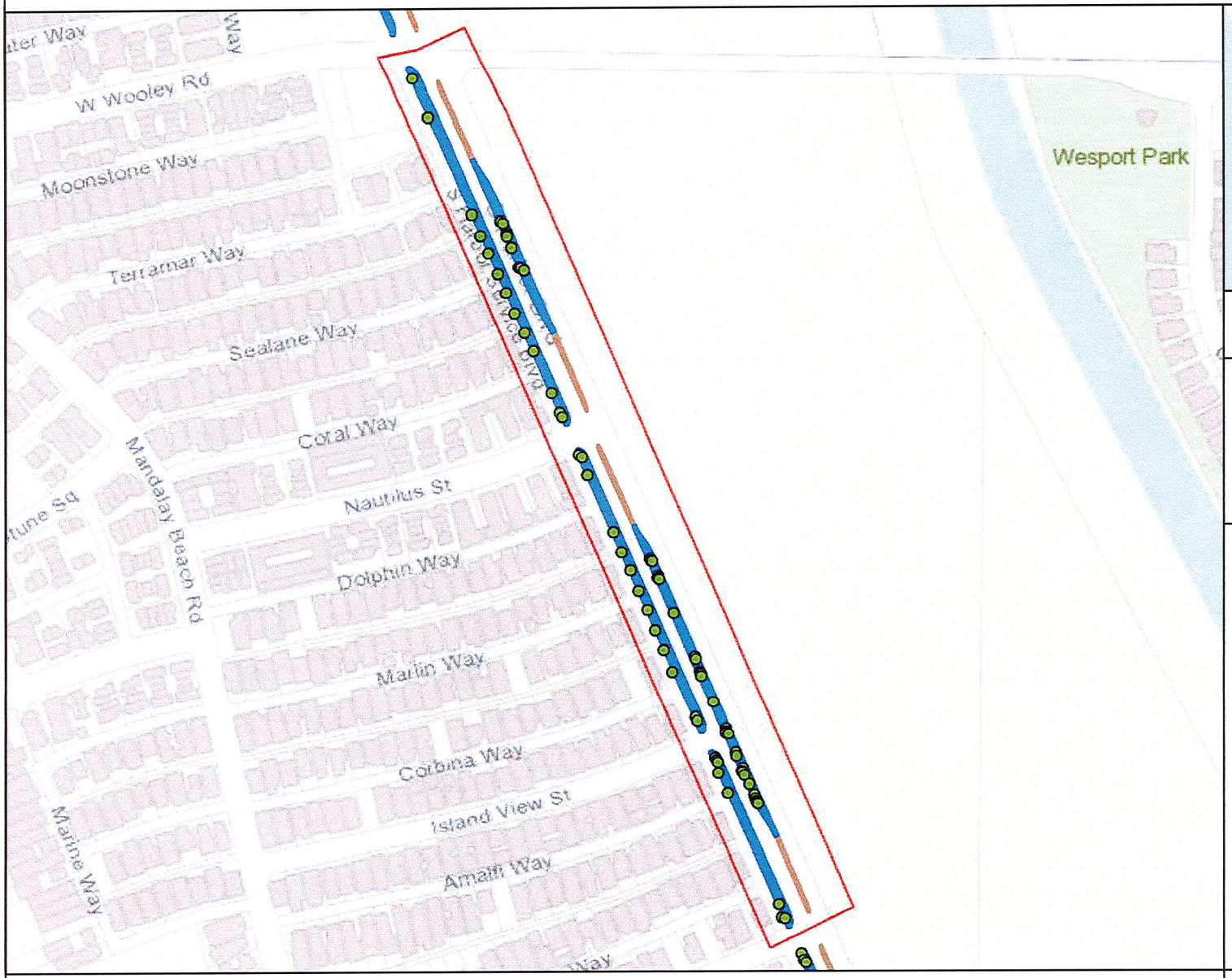
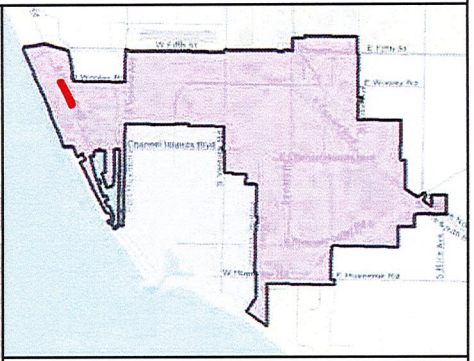
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 8 OF 51, HARBOR 2/ WOOLEY 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,336 SQ FT
~1.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,671 SQ FT
~0.11 ACRES

PROJECT TREES:
72 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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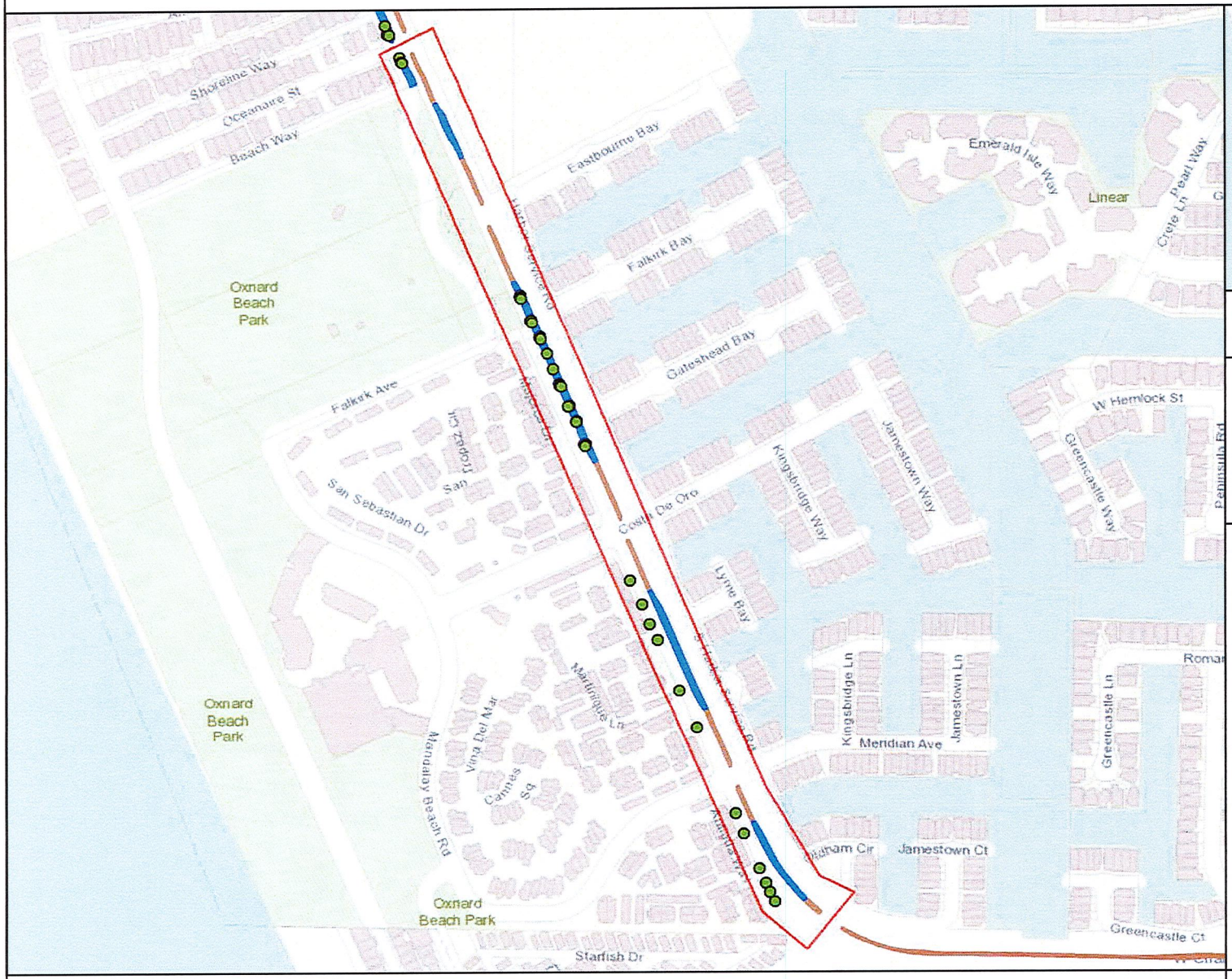
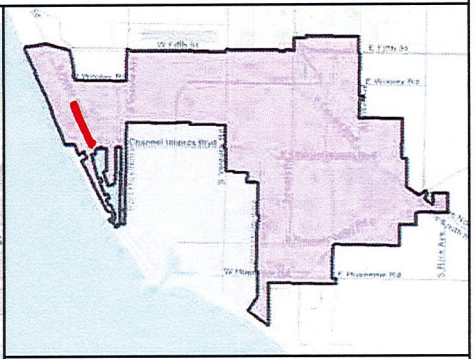
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 9 OF 51, HARBOR 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,452 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,158 SQ FT
~0.21 ACRES

PROJECT TREES:
37 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

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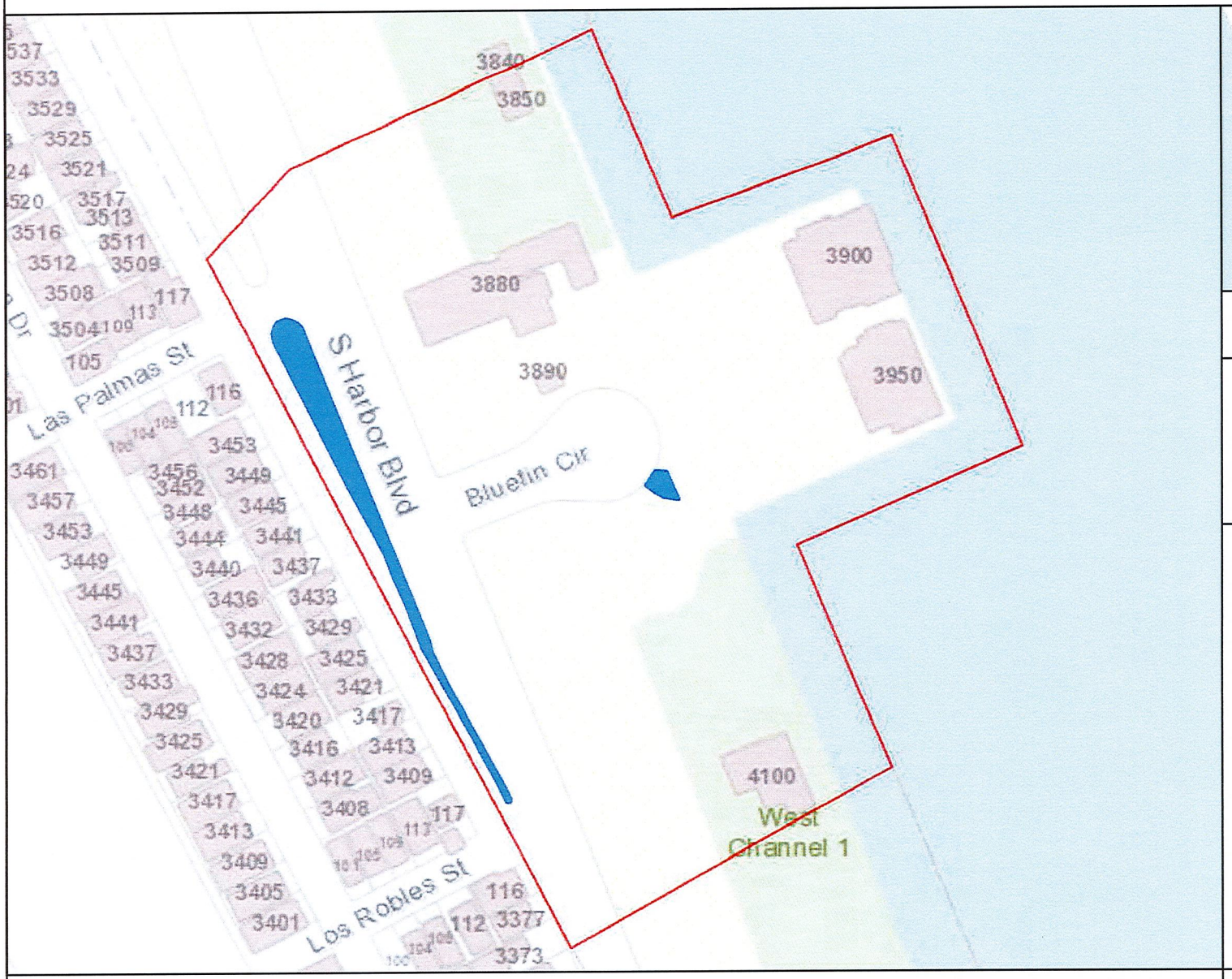
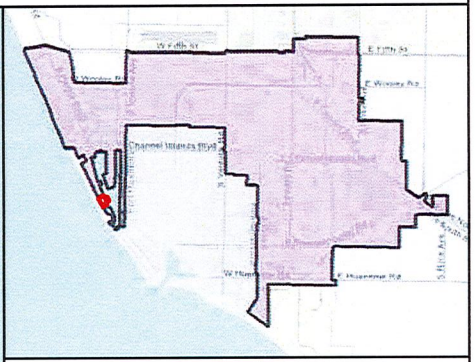
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 10 OF 51, HARBOR 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,838 SQ FT
~0.18 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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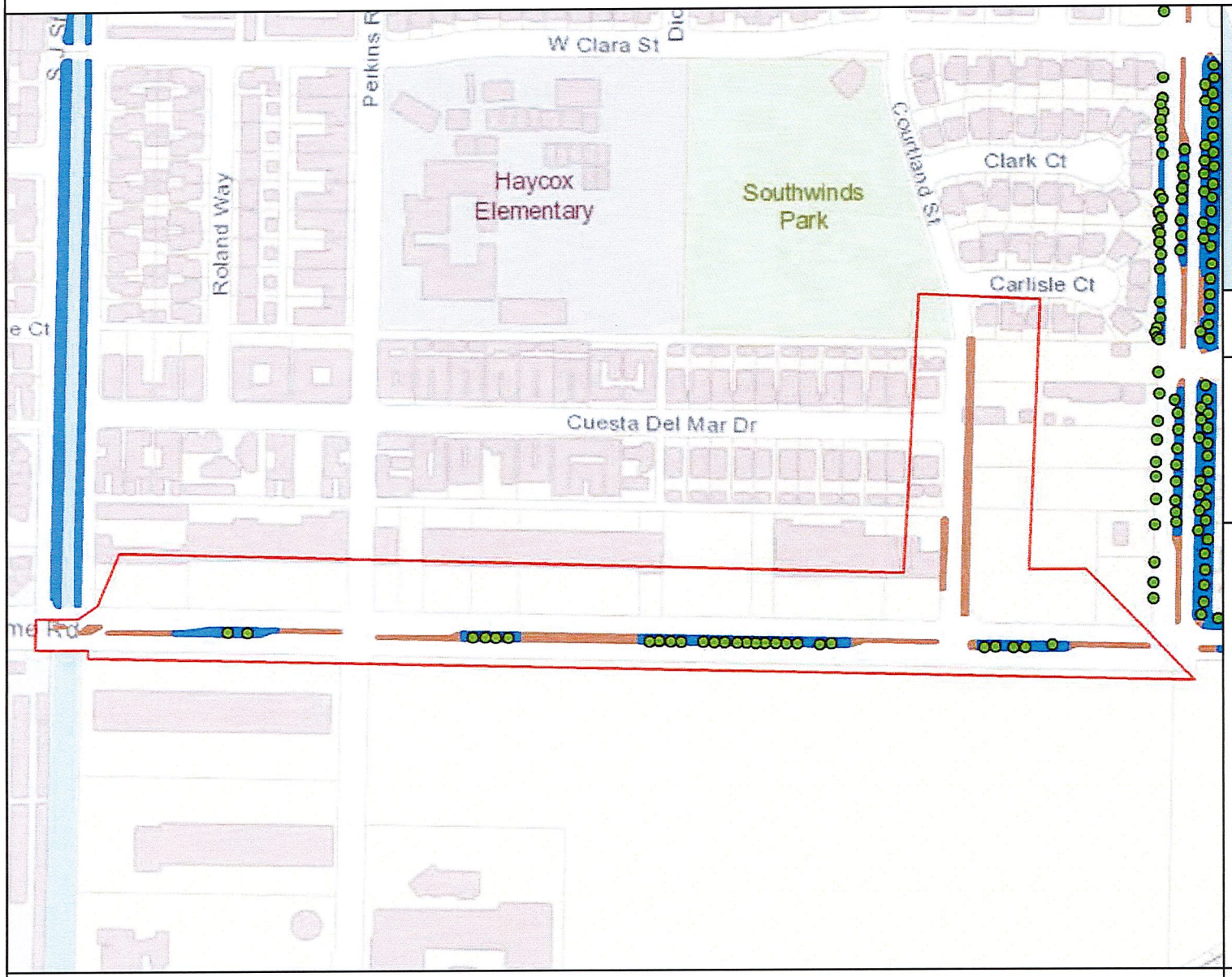
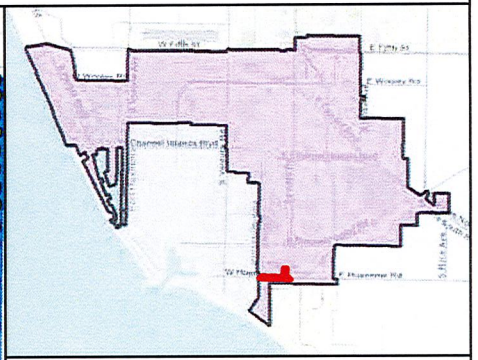
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 11 OF 51, HUENEME RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,295 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,193 SQ FT
~0.42 ACRES

PROJECT TREES:
27 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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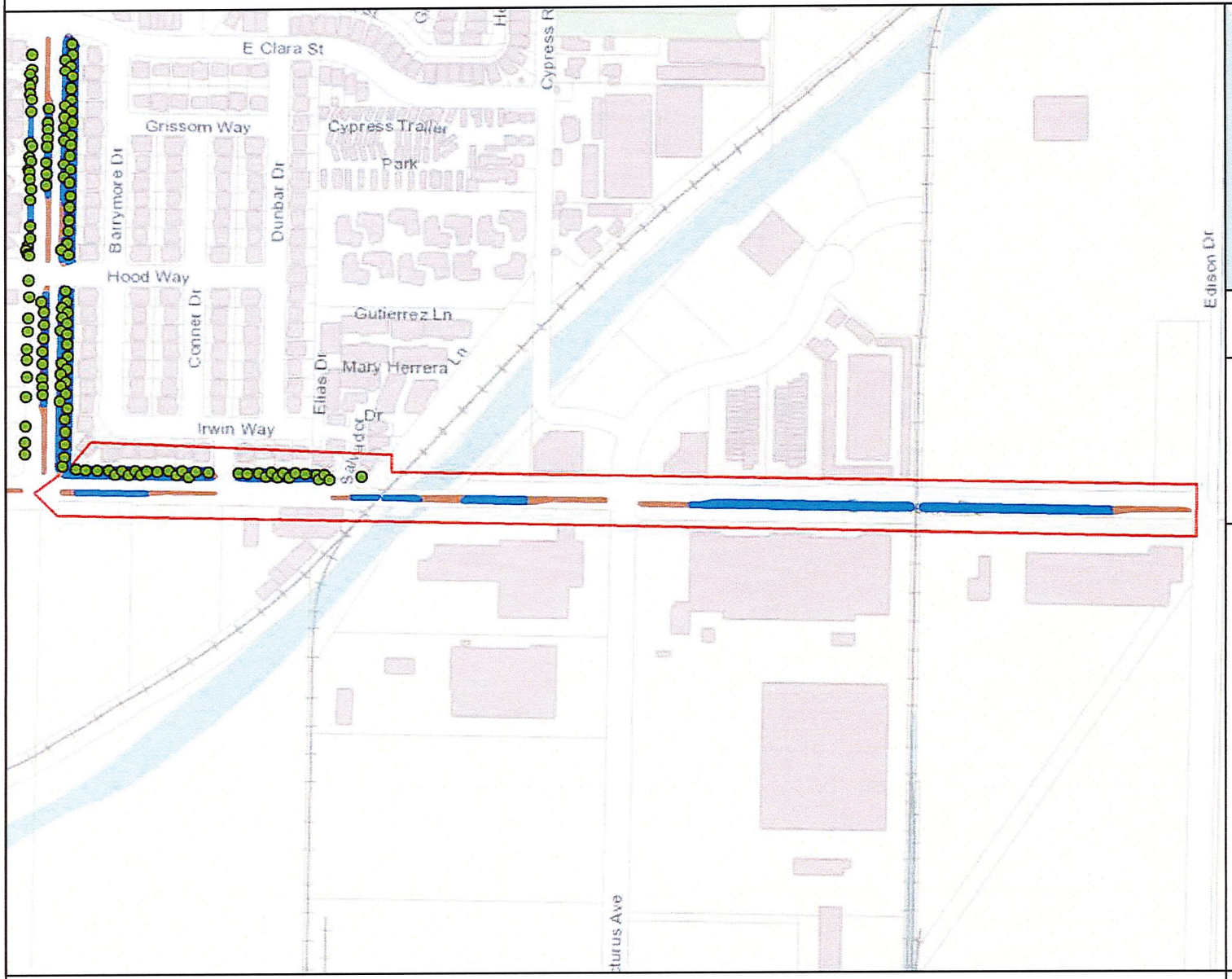
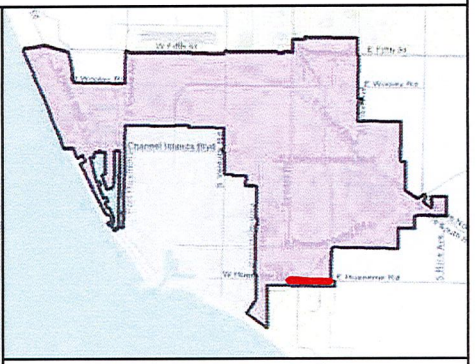
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 12 OF 51, HUENEME RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,760 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,849 SQ FT
~0.27 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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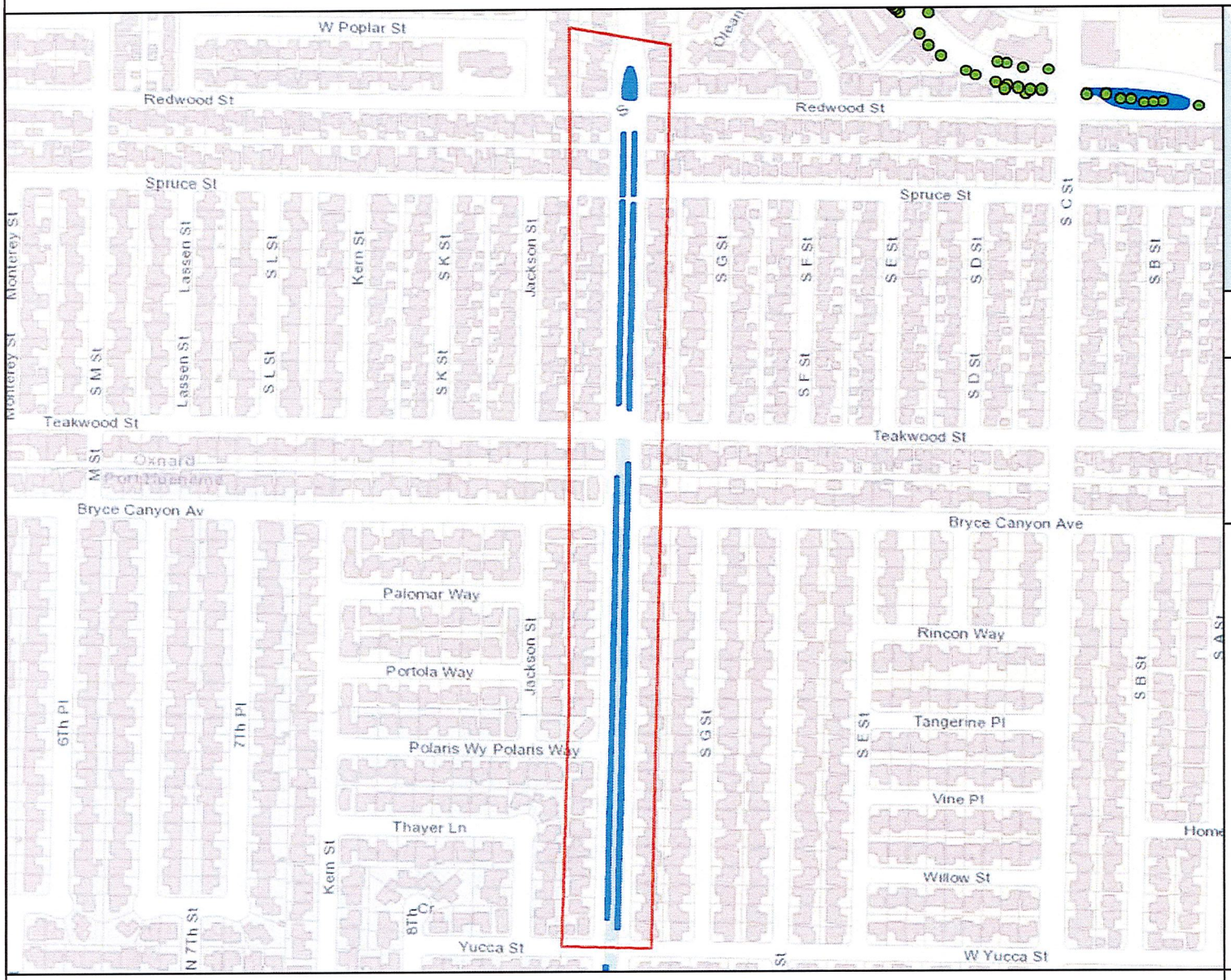
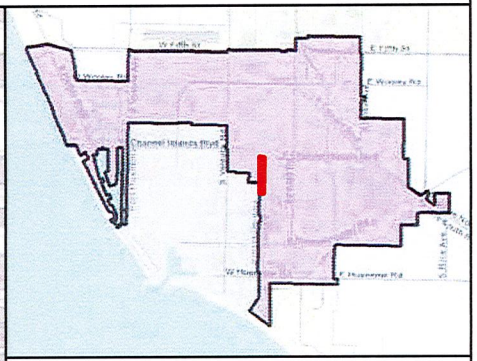
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 13 OF 51, J ST 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,036 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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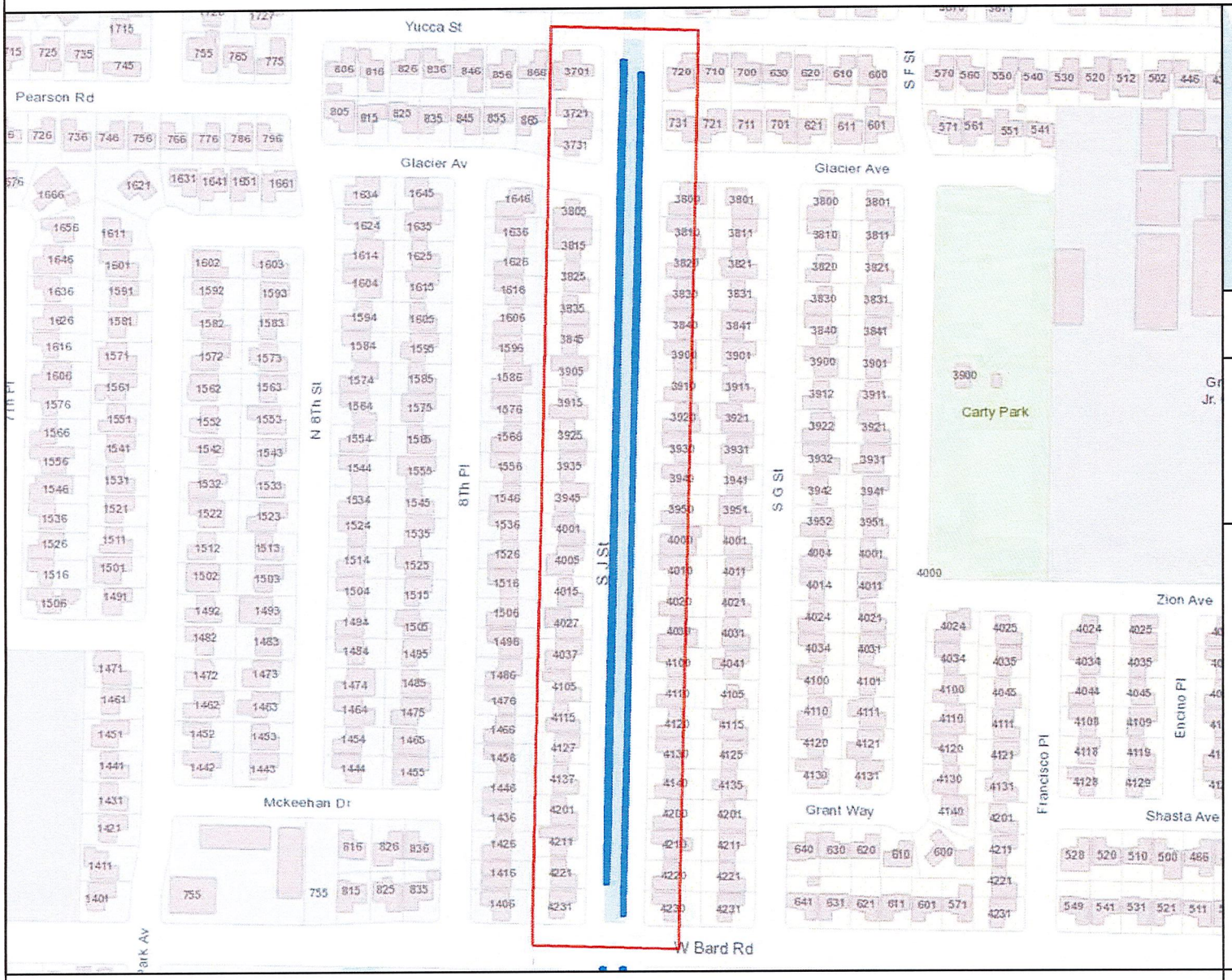
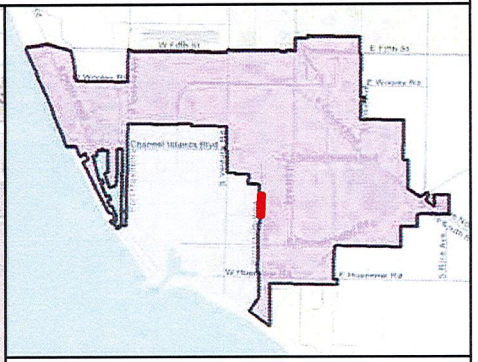
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 14 OF 51, J ST 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~21,887 SQ FT
~0.5 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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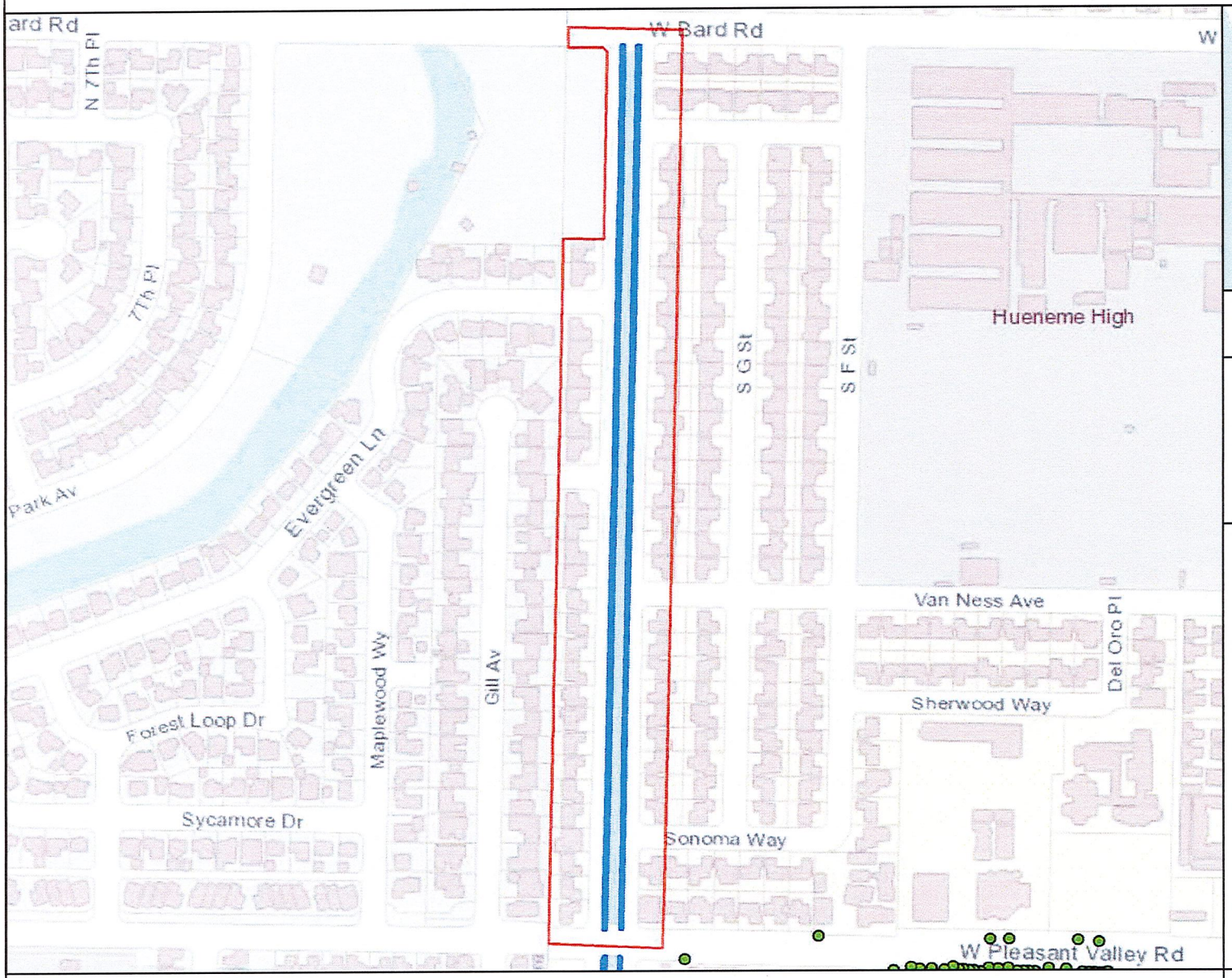
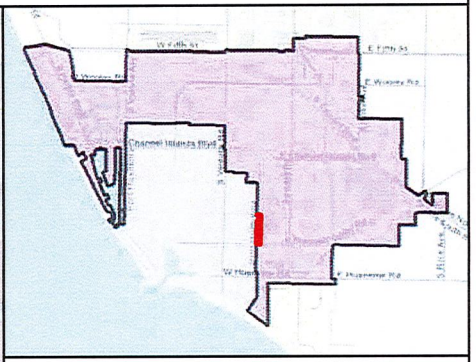
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 15 OF 51, J ST 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,259 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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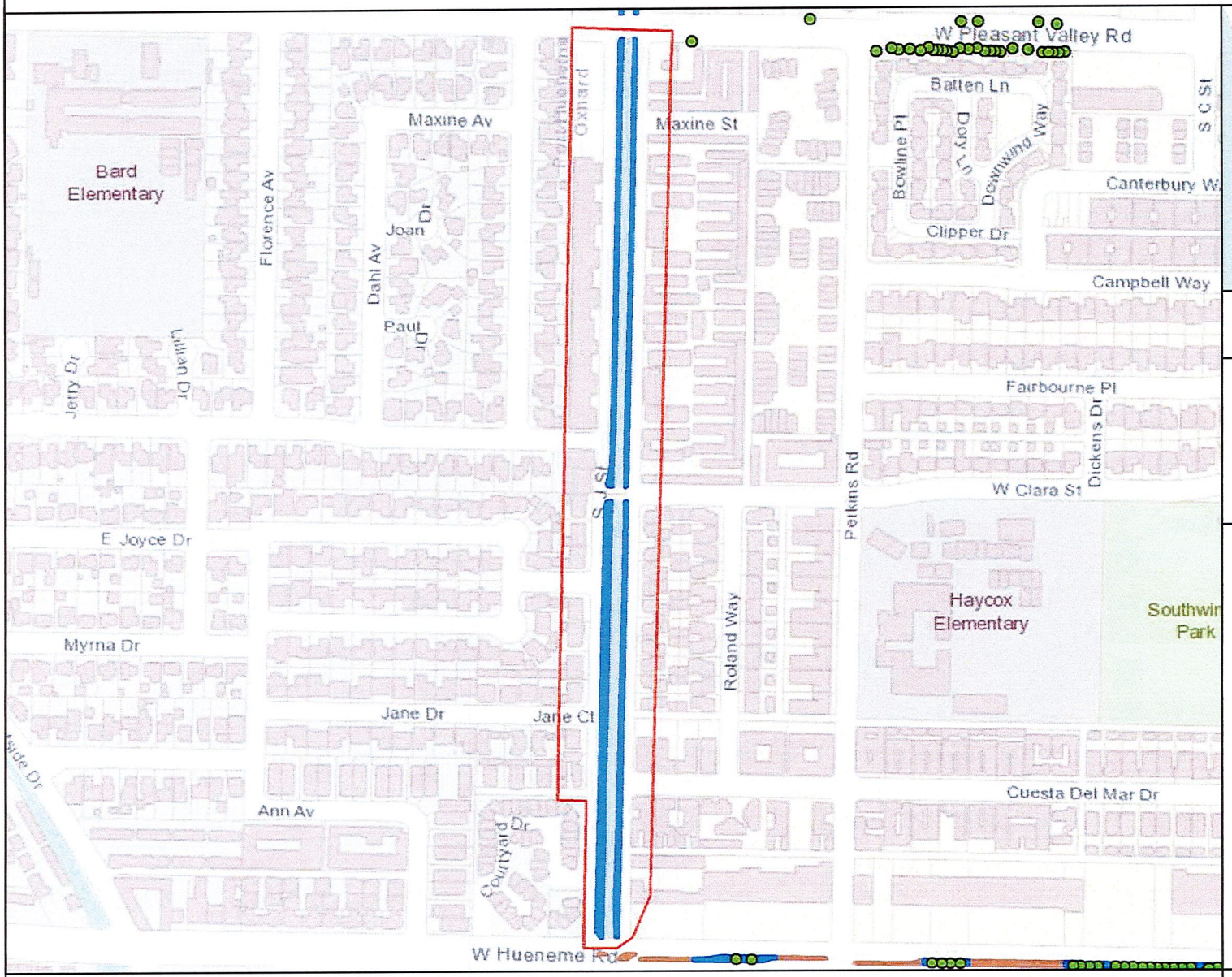
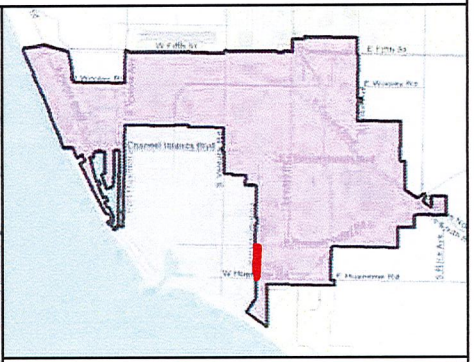
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 16 OF 51, J ST 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~50,190 SQ FT
~1.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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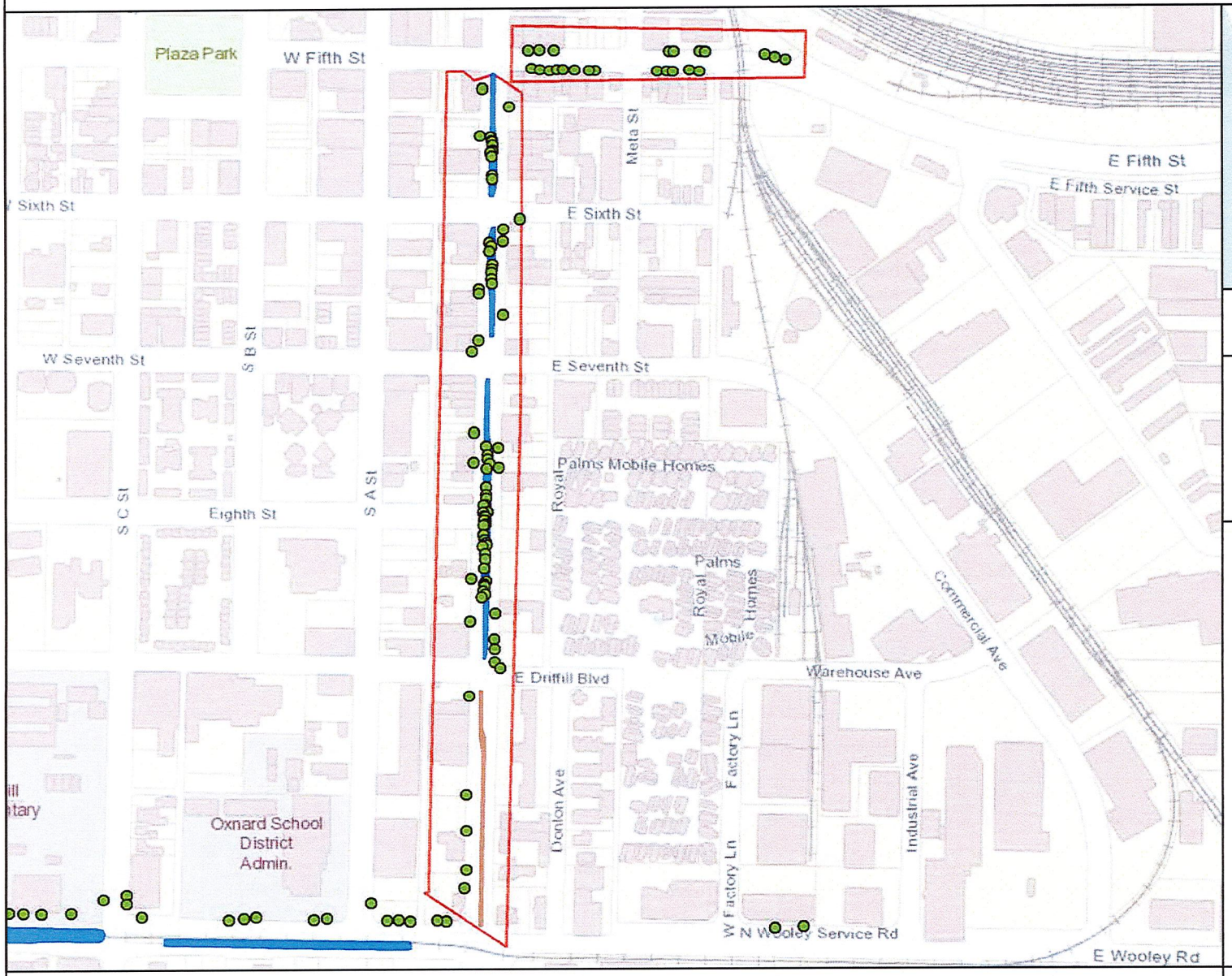
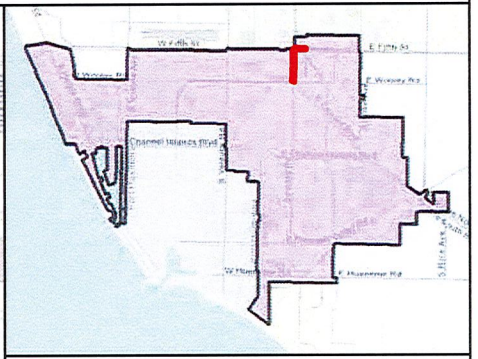
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 17 OF 51, OXNARD BL 1/ FIFTH 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,148 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,901 SQ FT
~0.04 ACRES

PROJECT TREES:
100 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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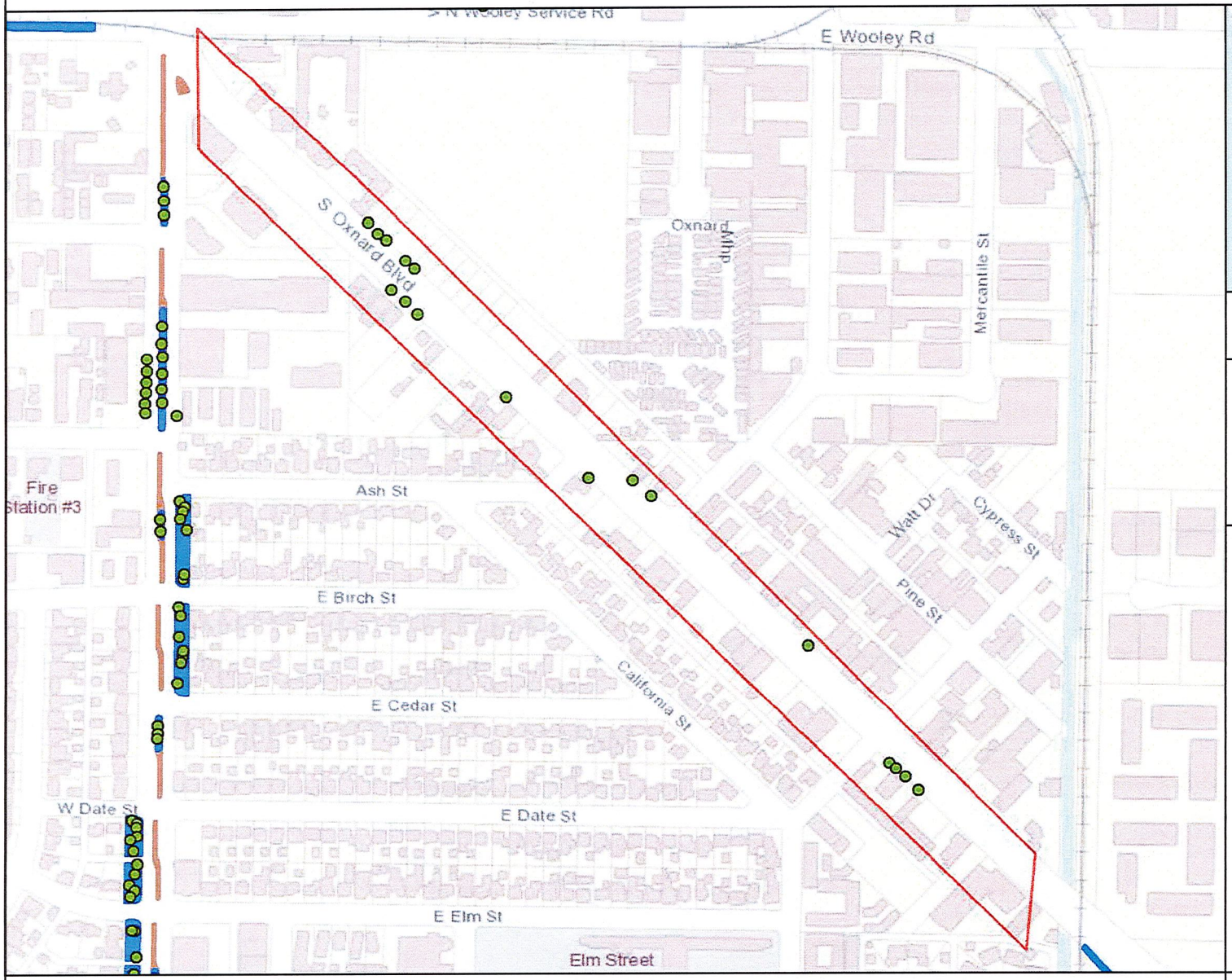
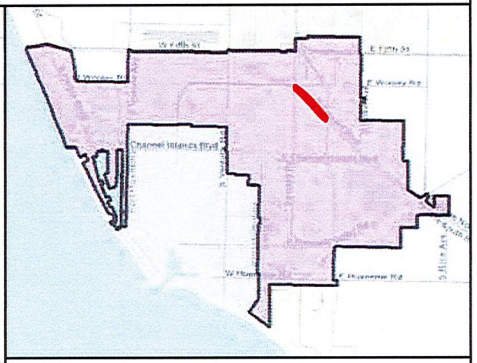
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 18 OF 51, OXNARD BL 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
17 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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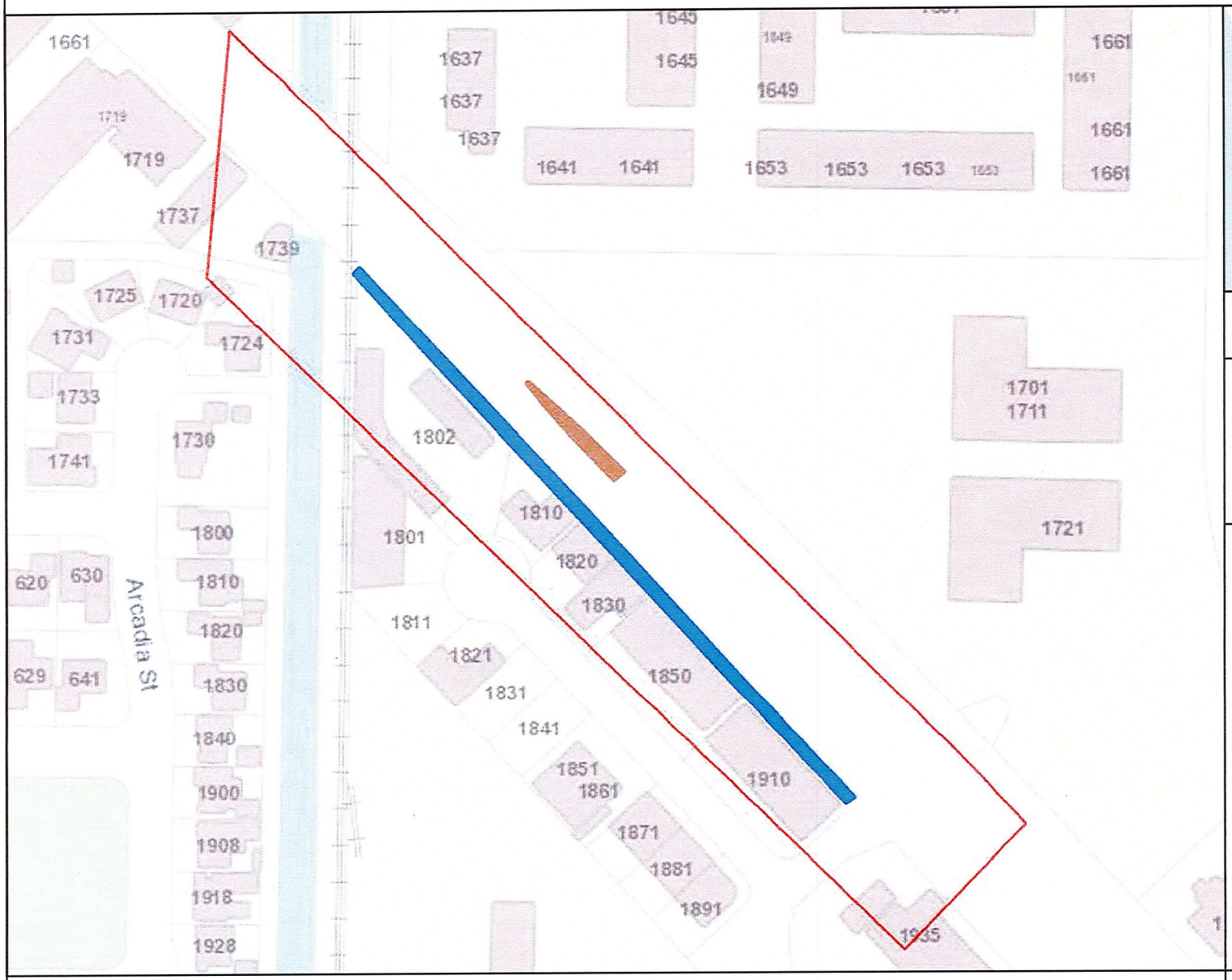
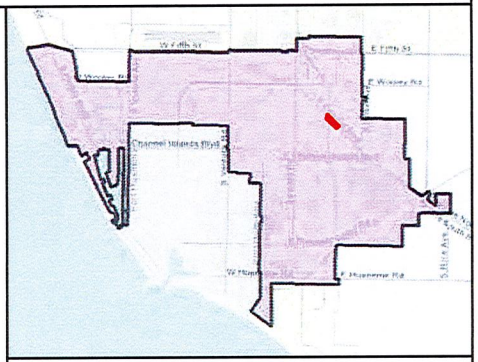
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 19 OF 51, OXNARD BL 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,081 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,784 SQ FT
~0.04 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 Feet

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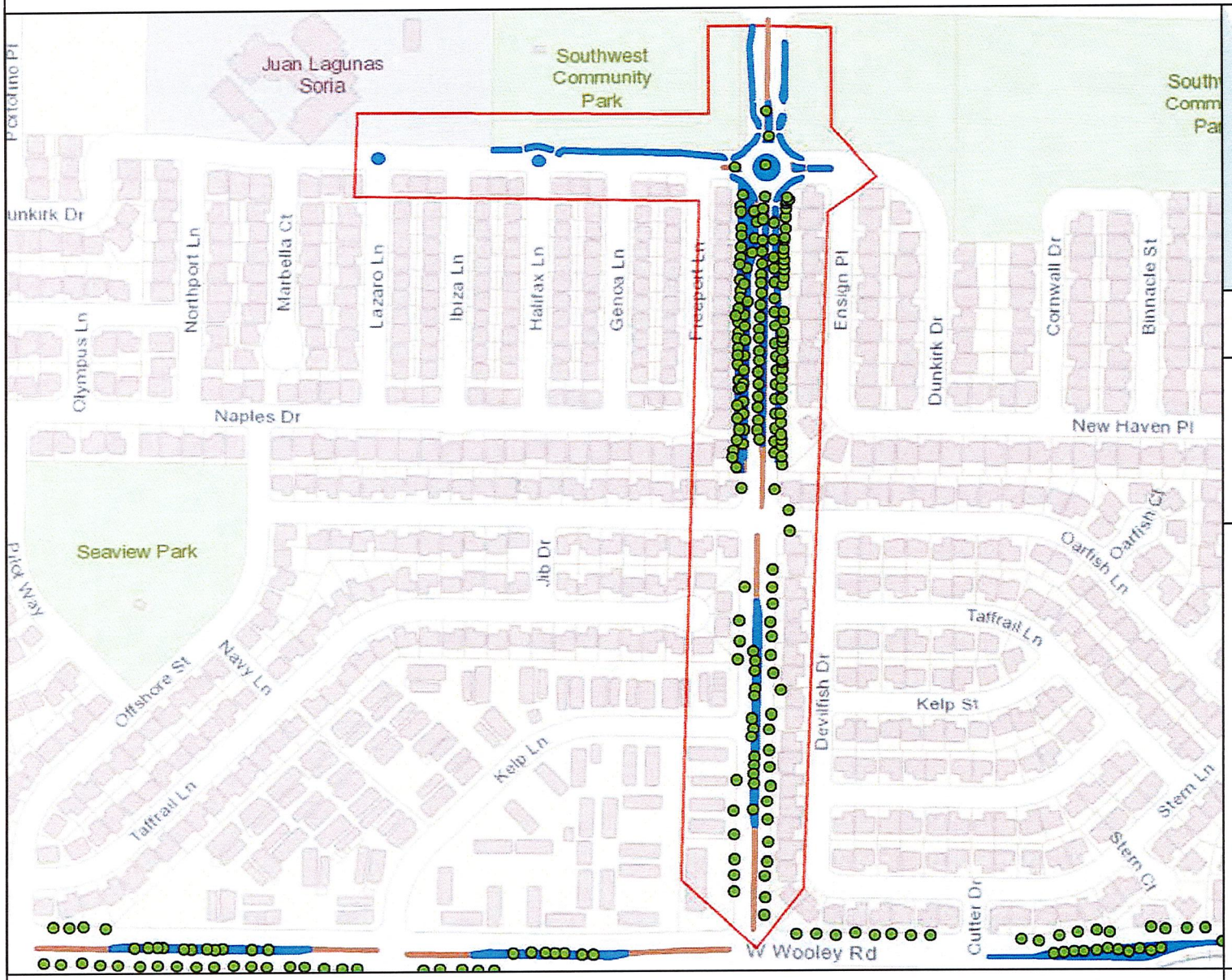
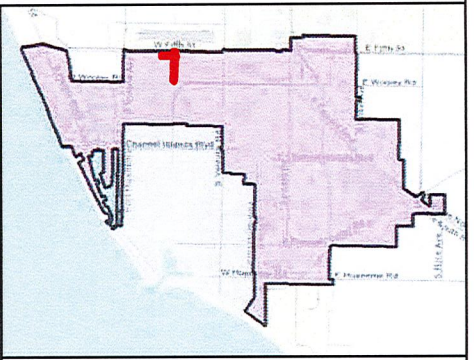
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 20 OF 51, PATTERSON 1/ DUNKIRK





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~56,405 SQ FT
~1.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,679 SQ FT
~0.31 ACRES

PROJECT TREES:
171 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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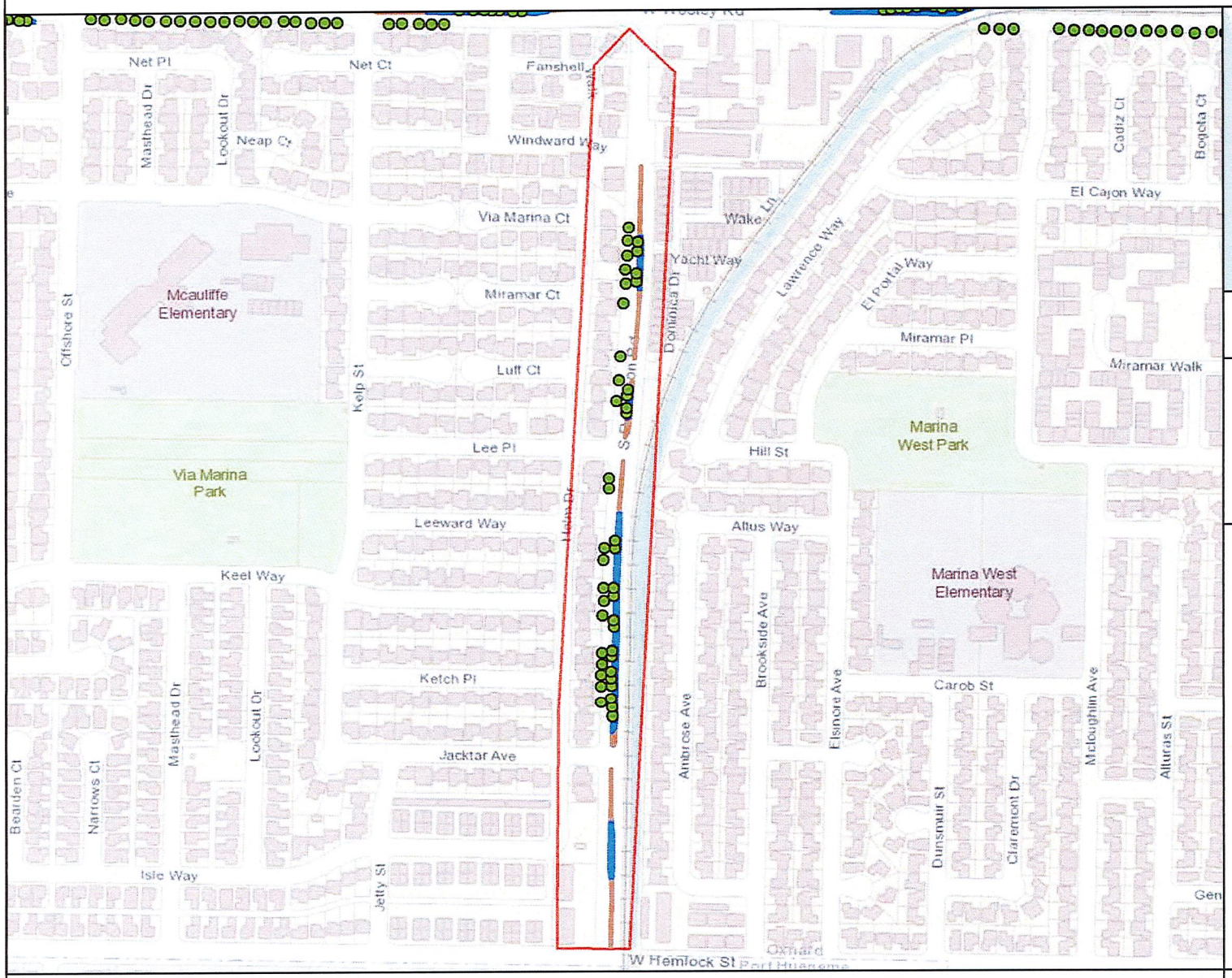
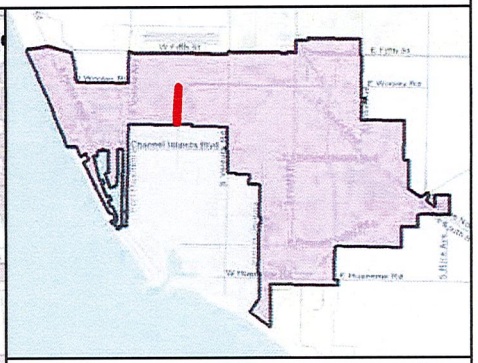
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 21 OF 51, PATTERSON 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,412 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,787 SQ FT
~0.18 ACRES

PROJECT TREES:
43 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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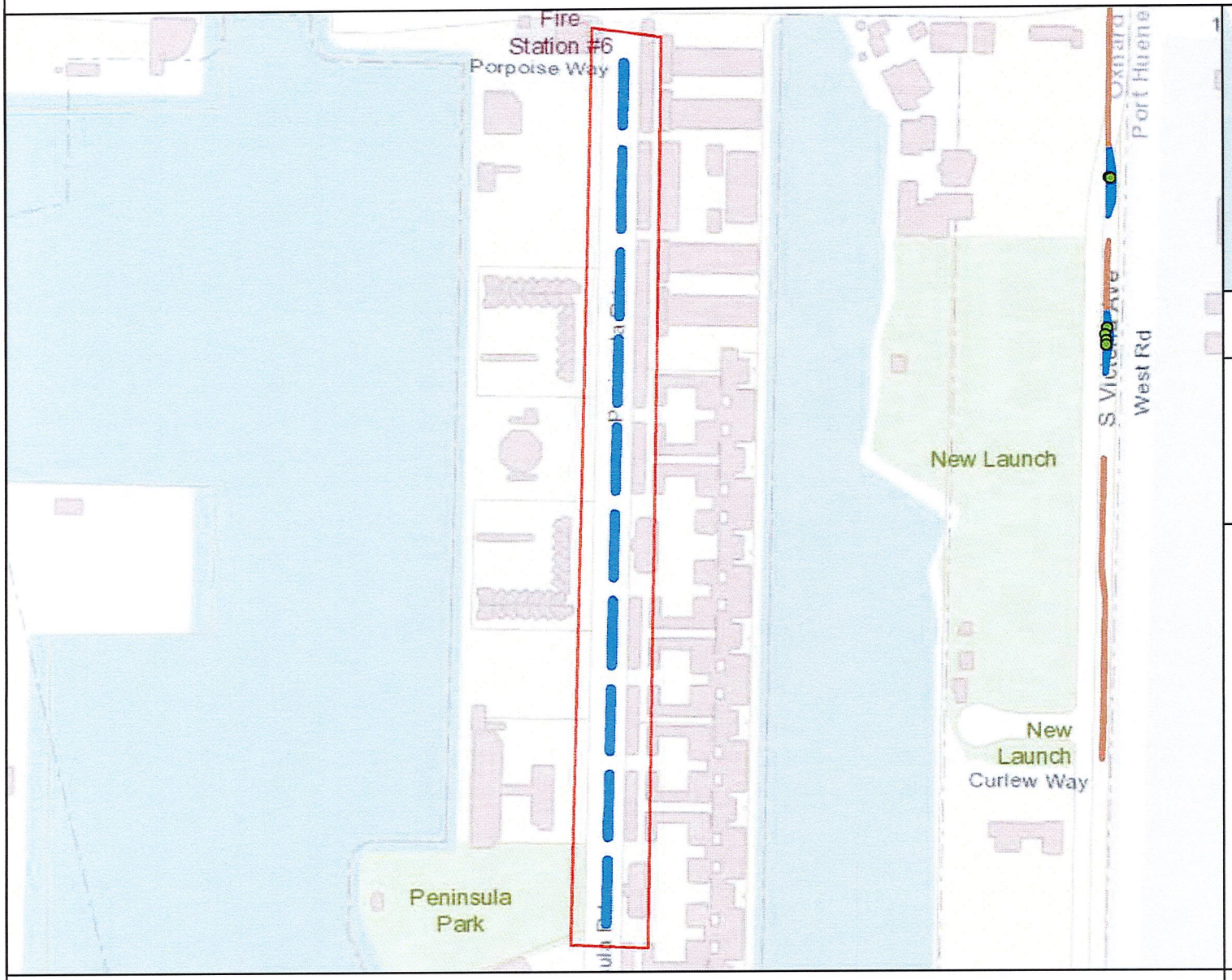
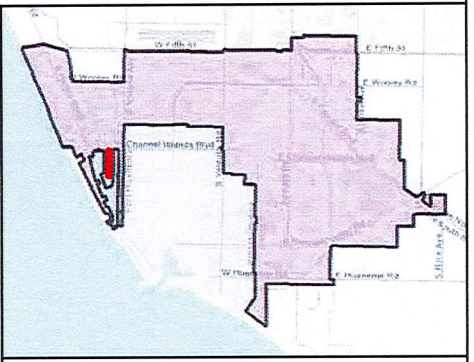
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 22 OF 51, PENINSULA





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~24,122 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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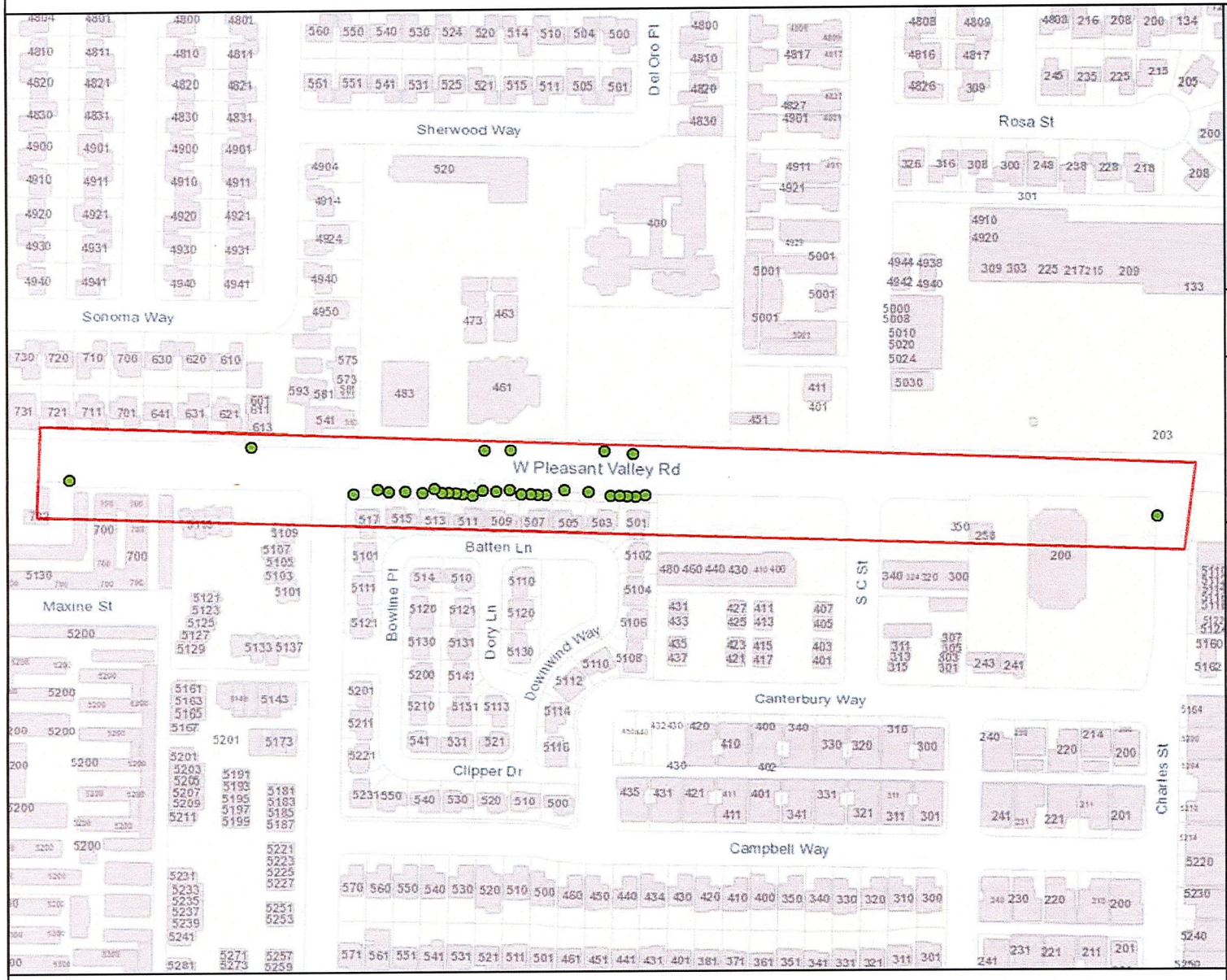
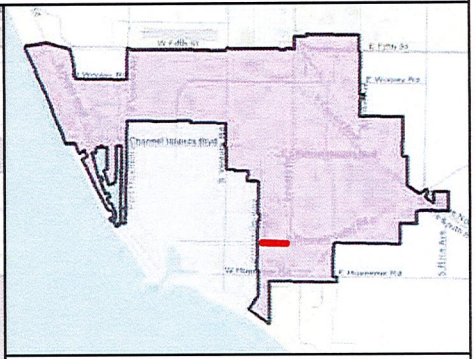
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 23 OF 51, PLEASANT VALLEY RD 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~0 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
32 TREES

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

N W E S

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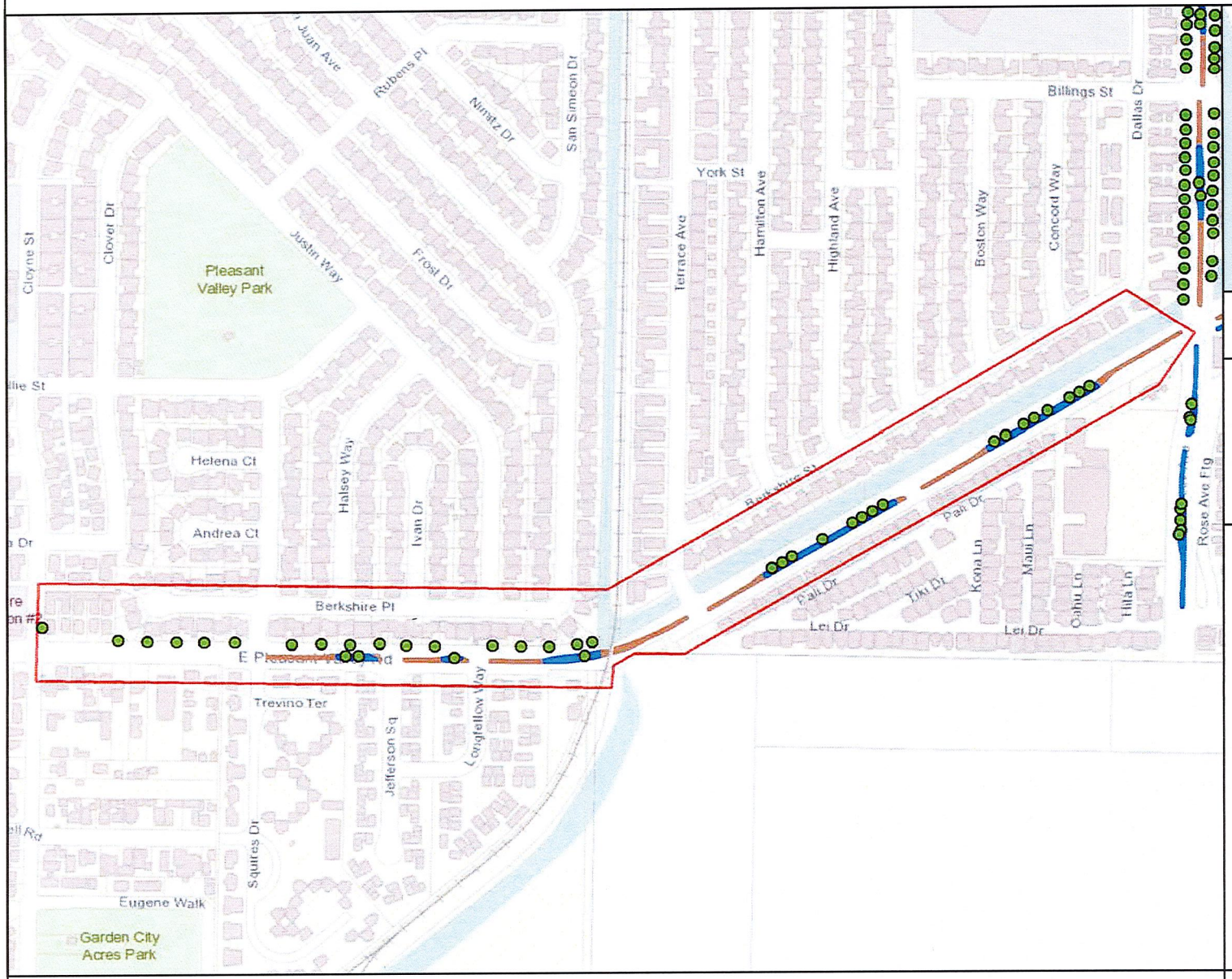
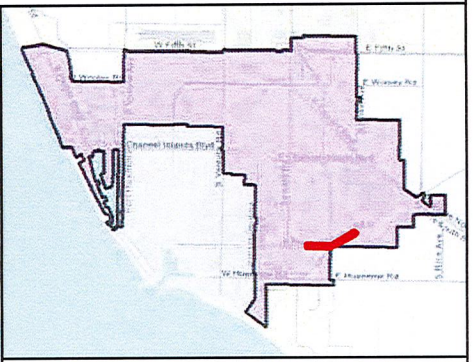
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 24 OF 51, PLEASANT VALLEY RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,548 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,898 SQ FT
~0.3 ACRES

PROJECT TREES:
37 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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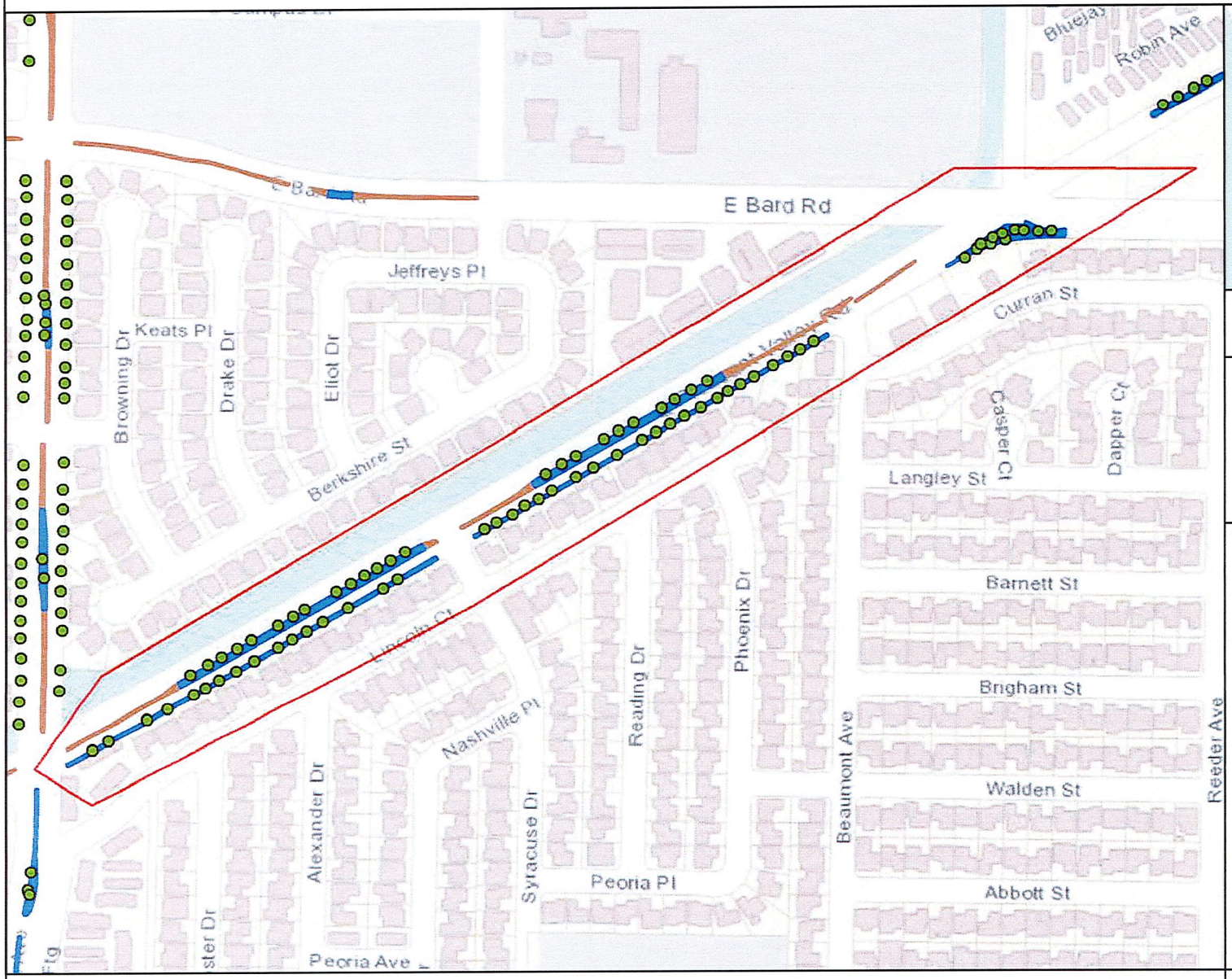
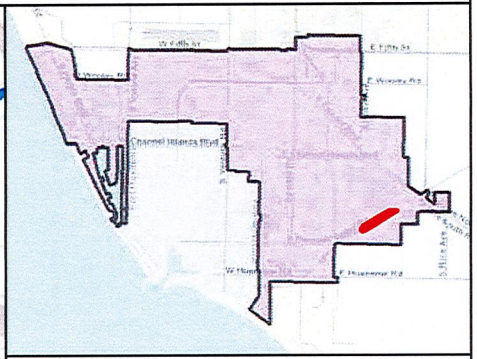
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 25 OF 51, PLEASANT VALLEY RD 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,698 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,120 SQ FT
~0.12 ACRES

PROJECT TREES:
73 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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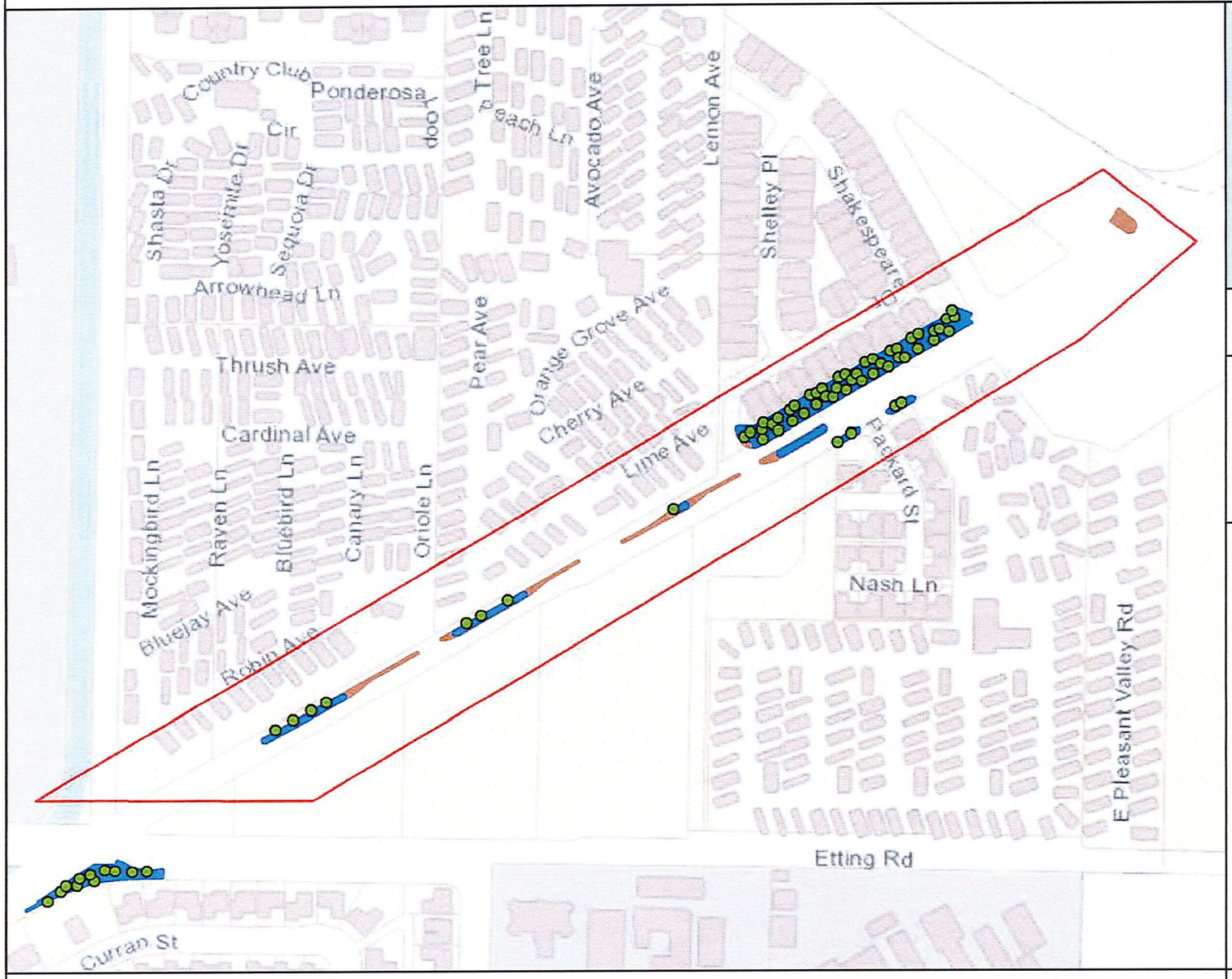
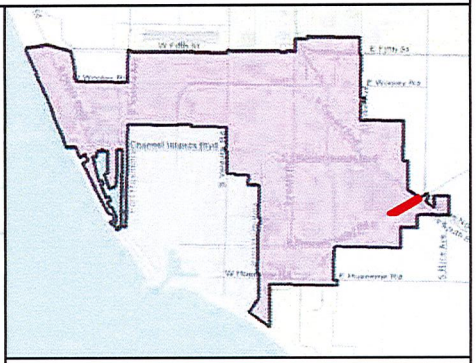
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 26 OF 51, PLEASANT VALLEY RD 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~24,768 SQ FT
~0.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,779 SQ FT
~0.22 ACRES

PROJECT TREES:
56 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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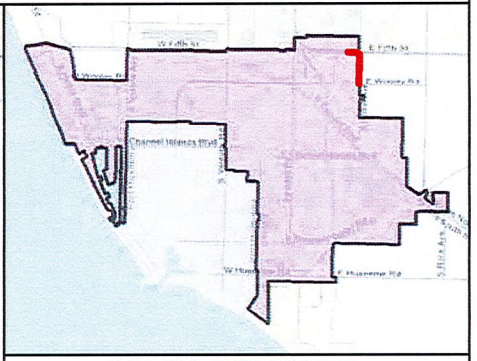
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 27 OF 51, ROSE AVE 1/ FIFTH ST 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,091 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,421 SQ FT
~0.24 ACRES

PROJECT TREES:
97 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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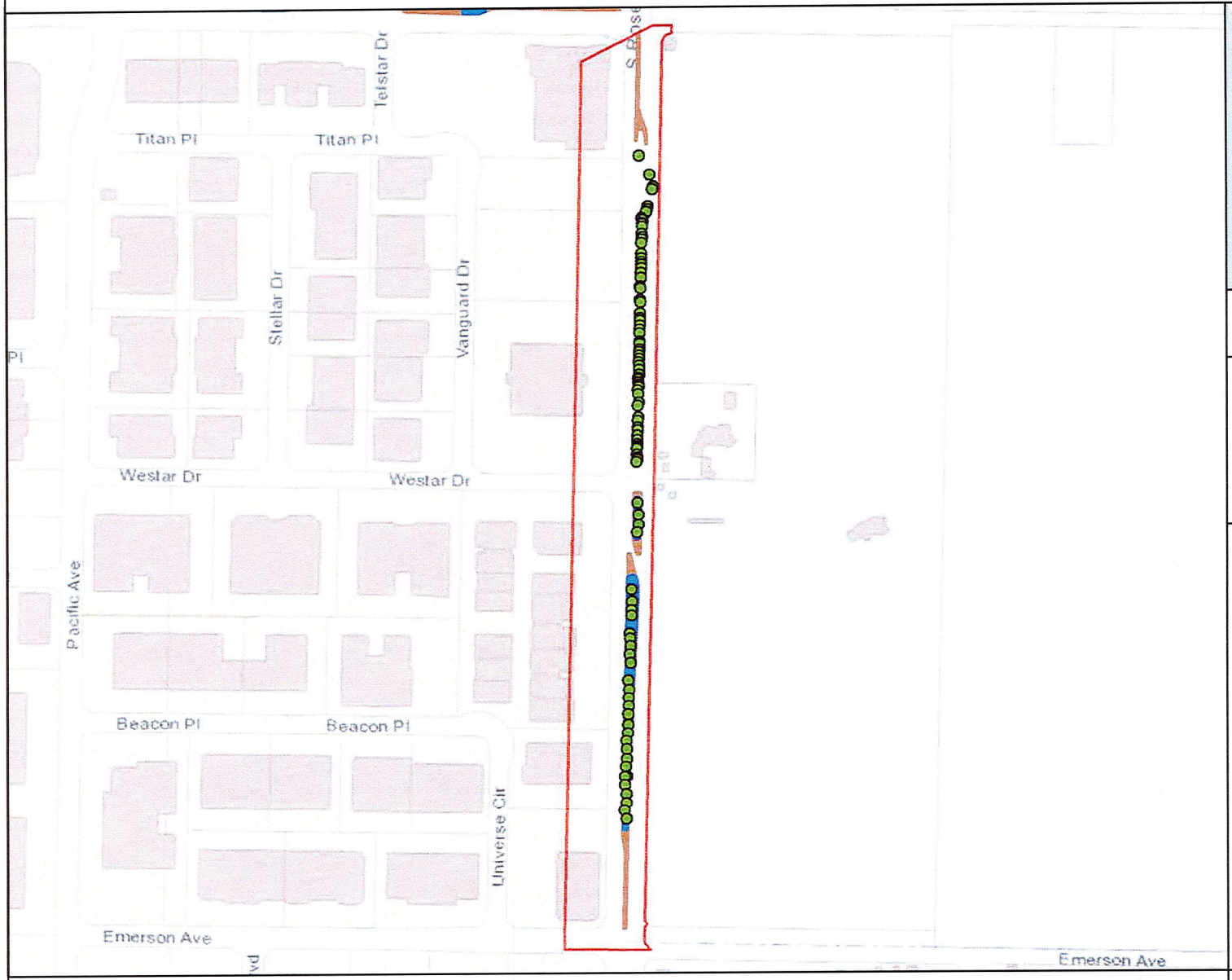
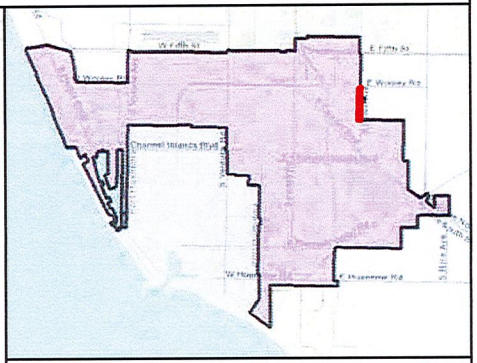
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 28 OF 51, ROSE AVE 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,355 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,187 SQ FT
~0.19 ACRES

PROJECT TREES:
95 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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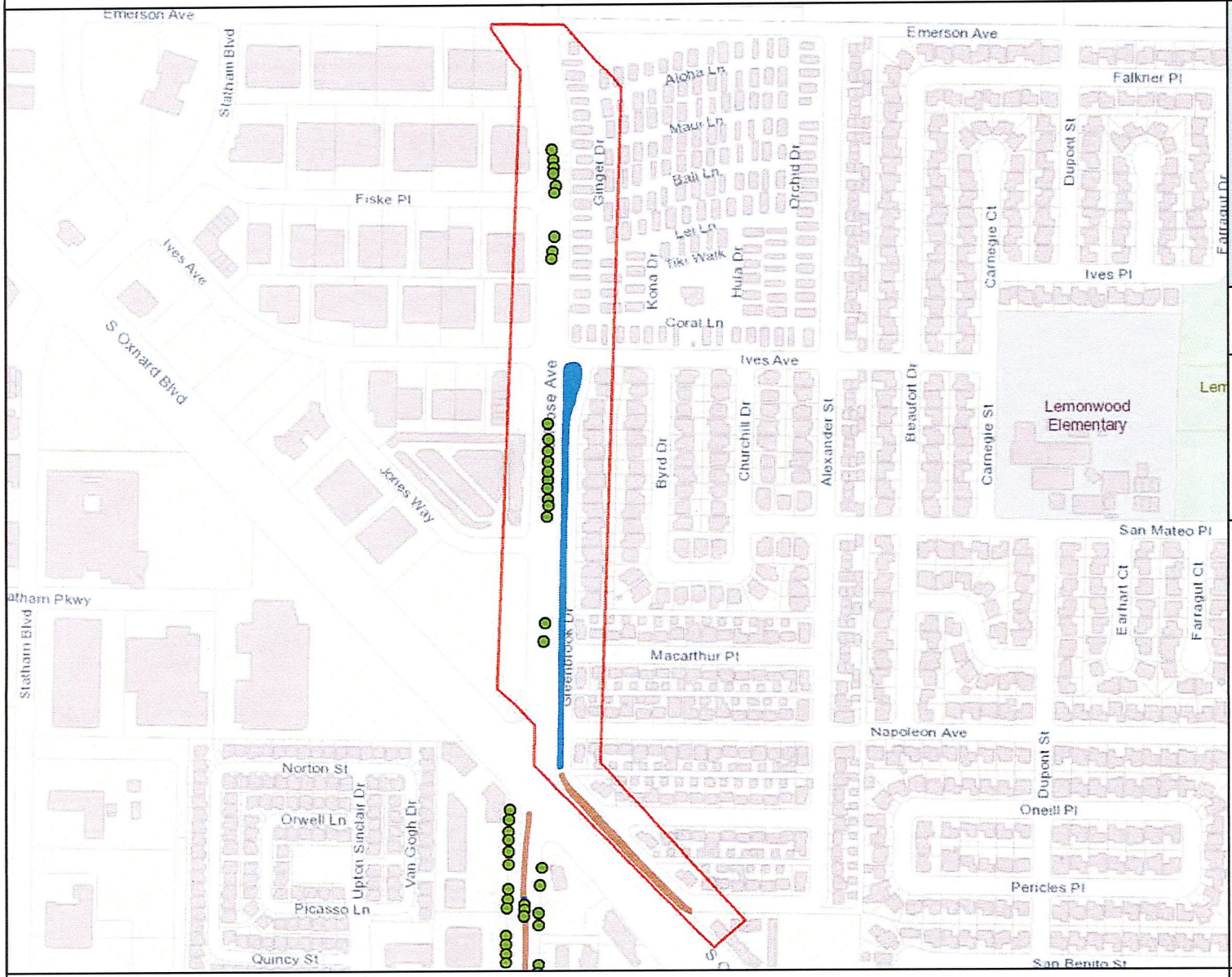
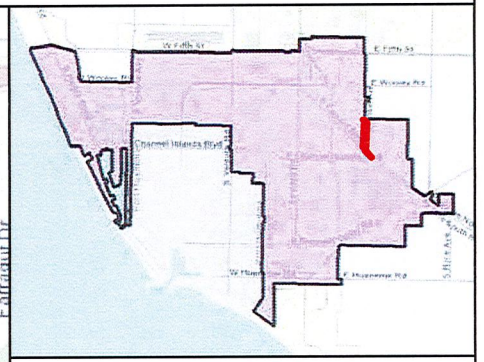
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 29 OF 51, ROSE AVE 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~17,174 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,899 SQ FT
~0.2 ACRES

PROJECT TREES:
21 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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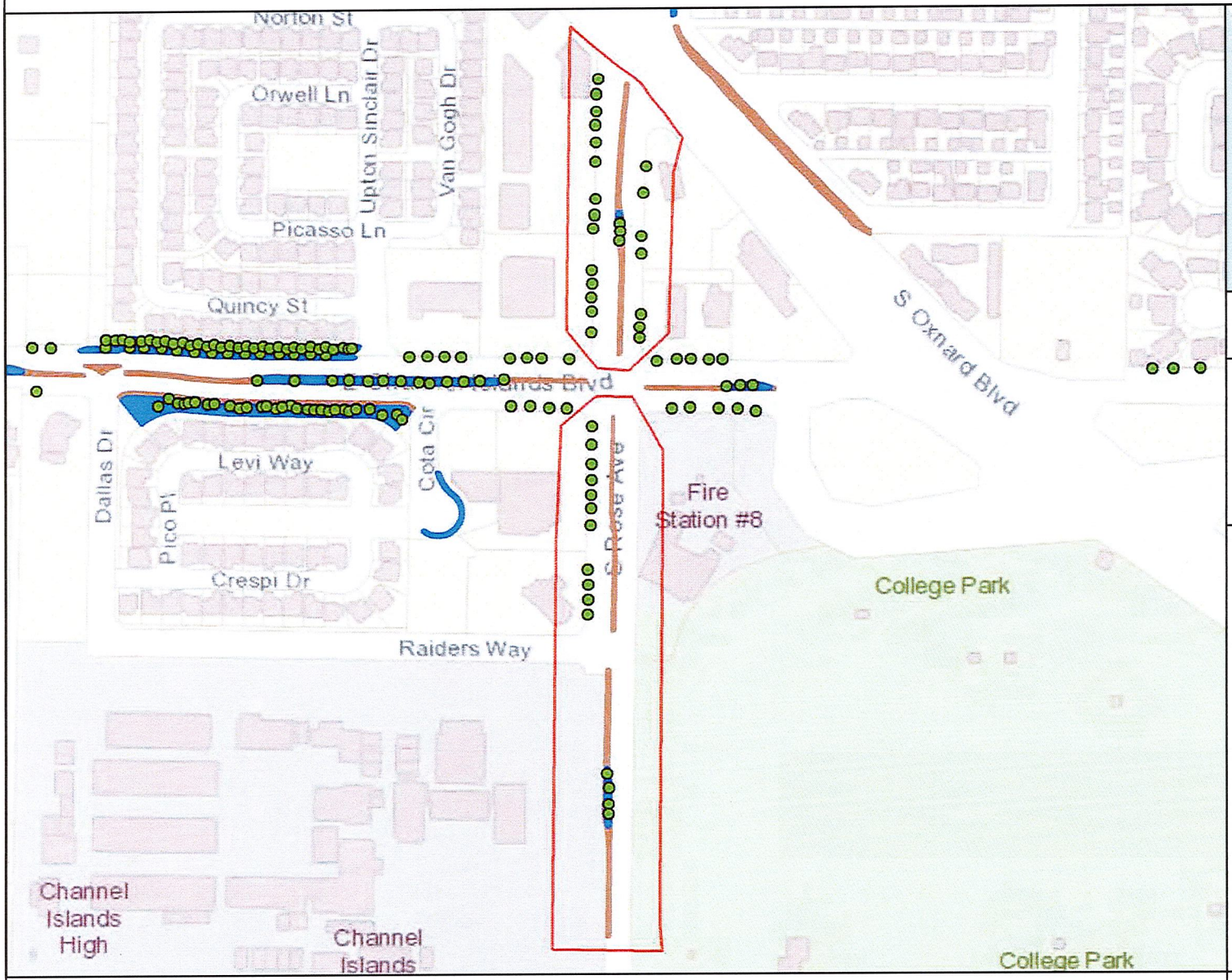
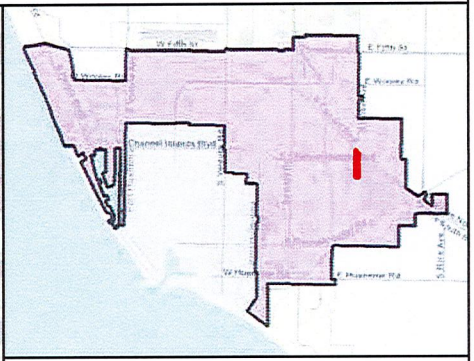
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 30 OF 51, ROSE AVE 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,913 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,950 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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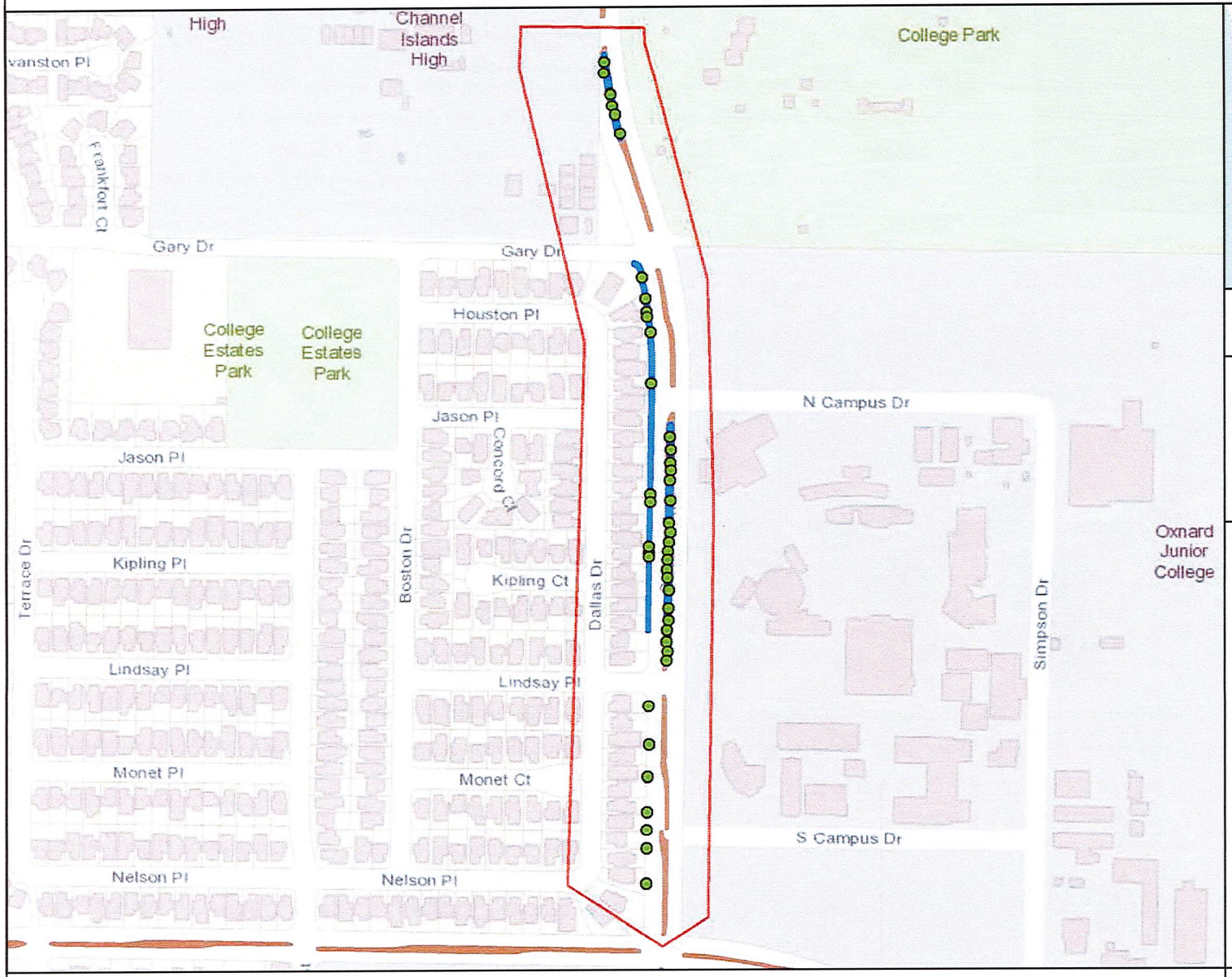
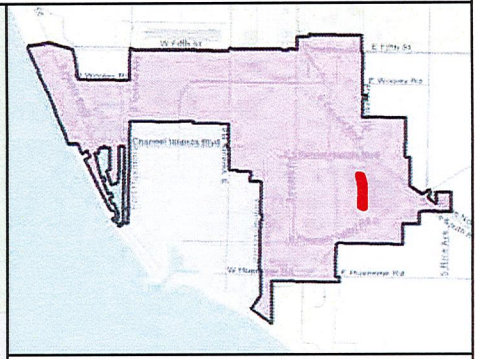
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 31 OF 51, ROSE AVE 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~19,598 SQ FT
~0.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,671 SQ FT
~0.29 ACRES

PROJECT TREES:
44 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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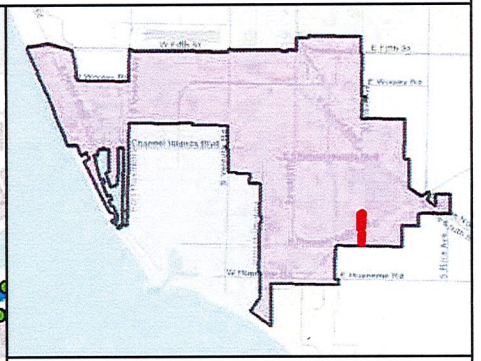
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 32 OF 51, ROSE AVE 6



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,964 SQ FT
~0.27 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,076 SQ FT
~0.14 ACRES

PROJECT TREES:
63 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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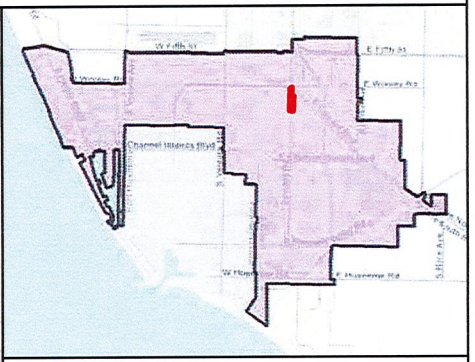
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 33 OF 51, SAVIERS RD 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,859 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,211 SQ FT
~0.21 ACRES

PROJECT TREES:
32 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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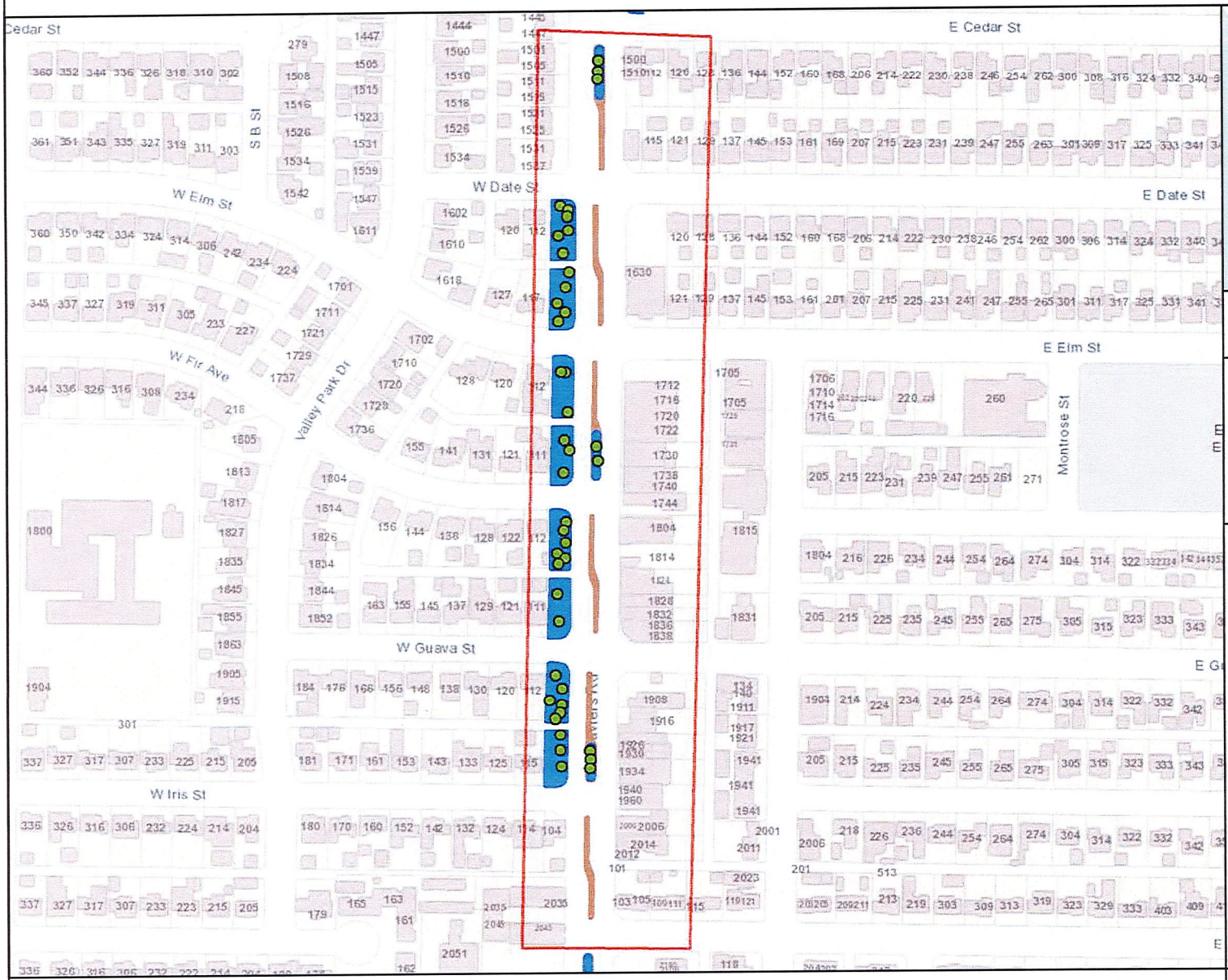
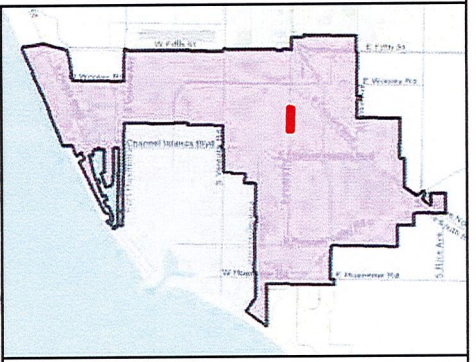
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 34 OF 51, SAVIERS RD 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,888 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,436 SQ FT
~0.15 ACRES

PROJECT TREES:
42 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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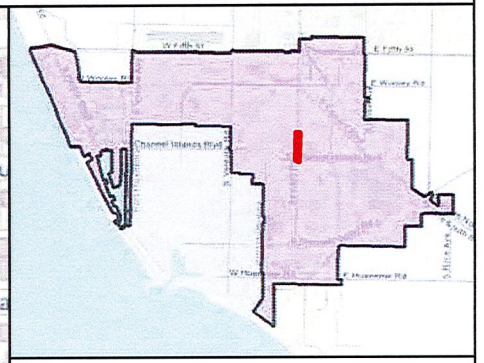
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 35 OF 51, SAVIERS RD 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,985 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,885 SQ FT
~0.25 ACRES

PROJECT TREES:
10 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

N W E S

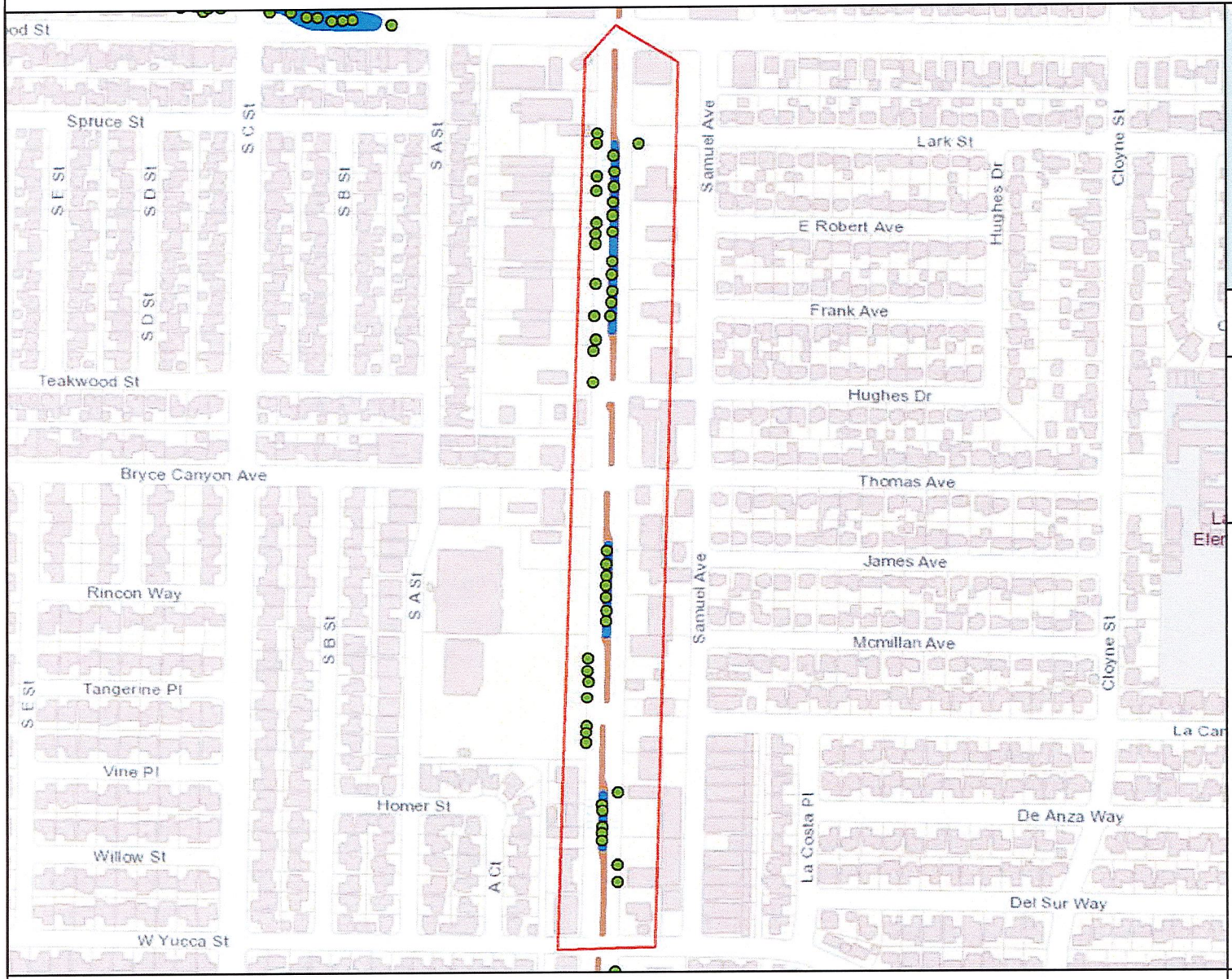
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

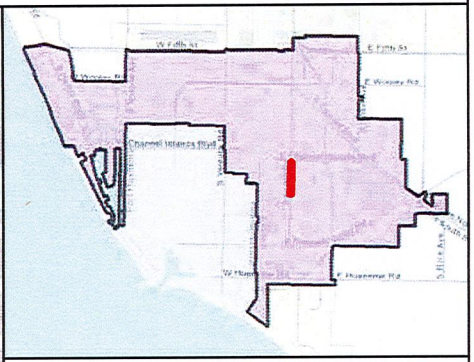
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 36 OF 51, SAVIERS RD 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,602 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~15,405 SQ FT
~0.35 ACRES

PROJECT TREES:
46 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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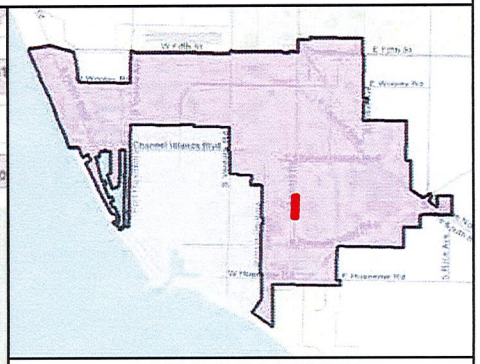
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 37 OF 51, SAVIERS RD 5



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,160 SQ FT
~0.3 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,635 SQ FT
~0.2 ACRES

PROJECT TREES:
42 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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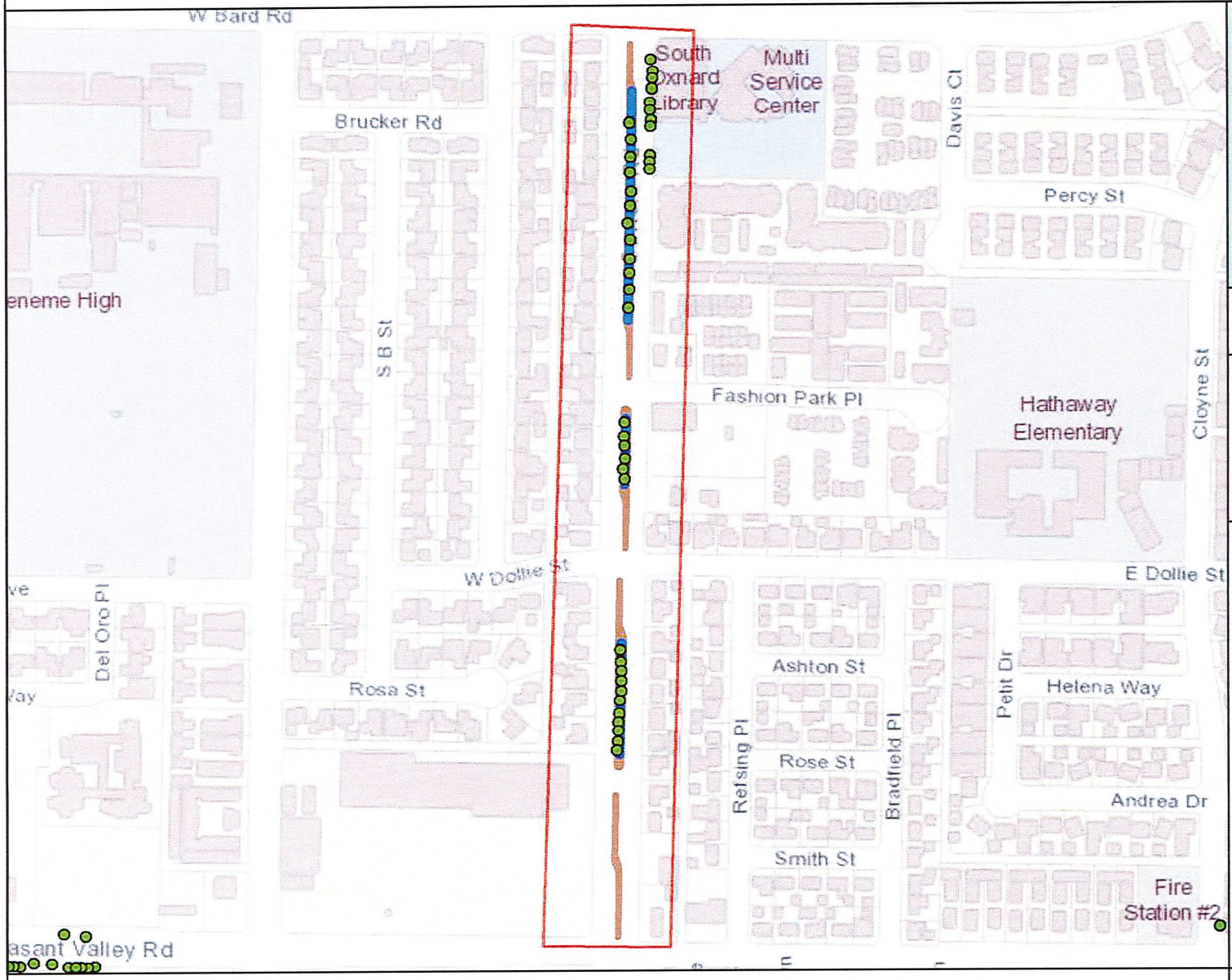
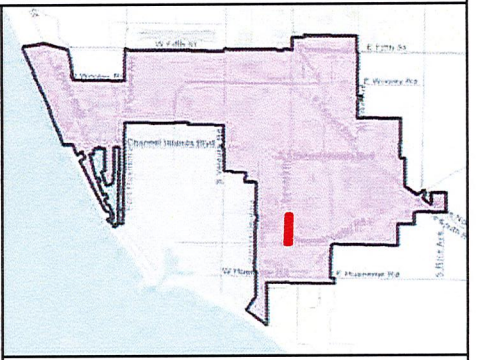
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 38 OF 51, SAVIERS RD 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,509 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,763 SQ FT
~0.34 ACRES

PROJECT TREES:
40 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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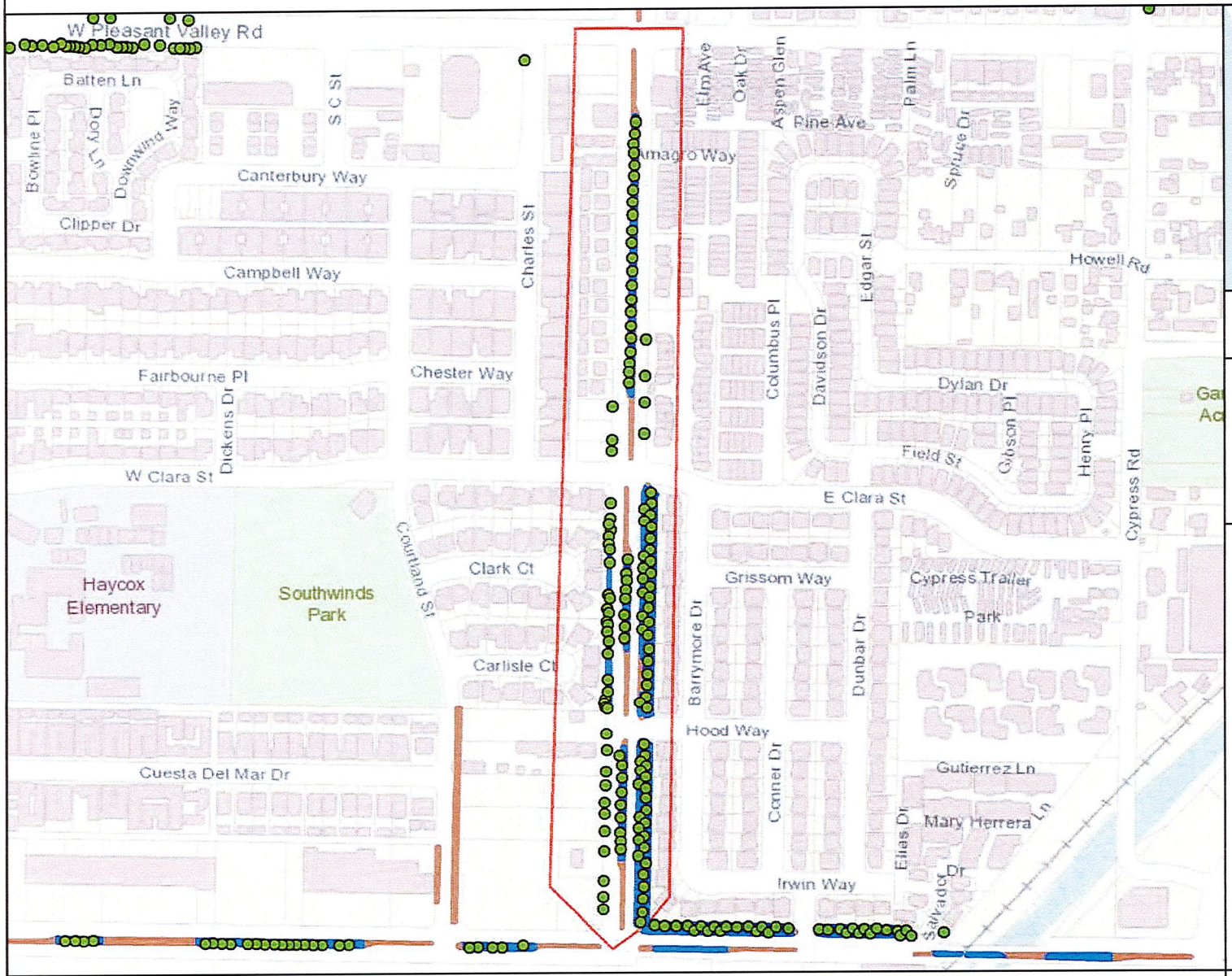
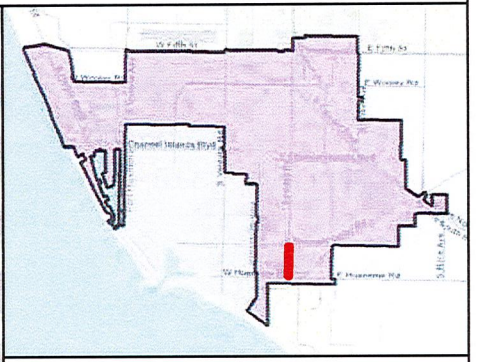
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 39 OF 51, SAVIERS RD 7





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,569 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,290 SQ FT
~0.47 ACRES

PROJECT TREES:
131 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 1,200 Feet

N W E S

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

City of Oxnard
Geographic Information Systems
March 2021

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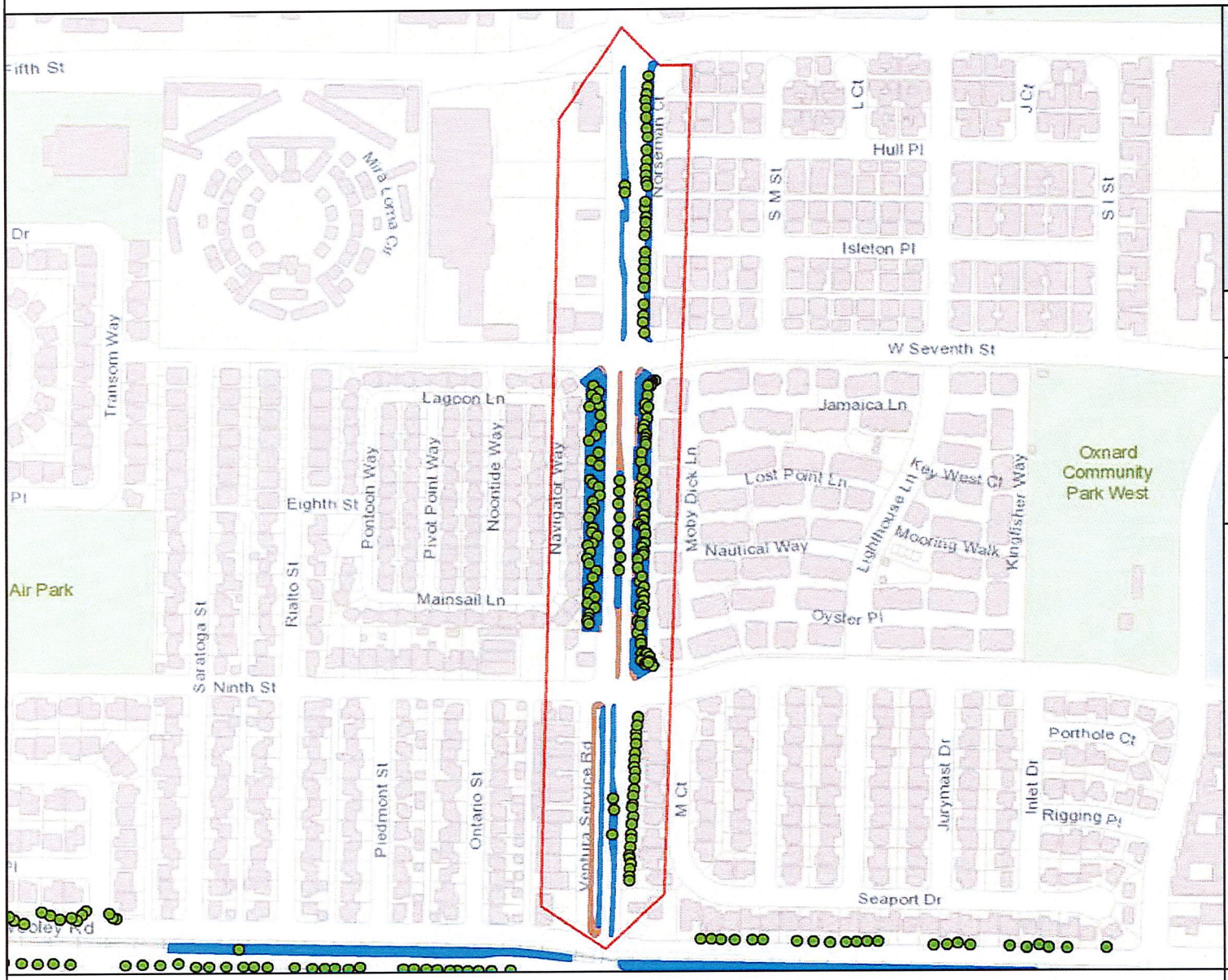
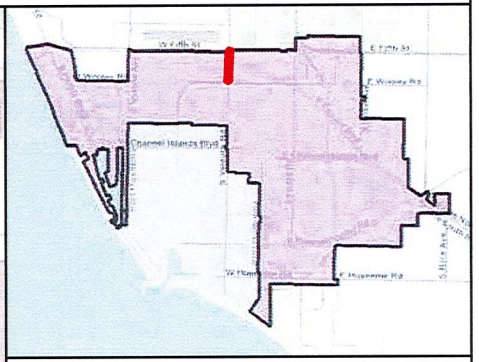
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 40 OF 51, VENTURA 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~79,815 SQ FT
~1.83 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~26,411 SQ FT
~0.61 ACRES

PROJECT TREES:
177 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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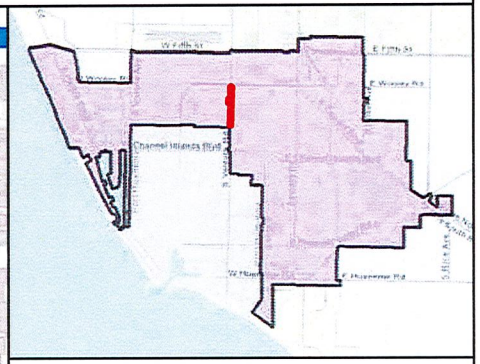
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 41 OF 51, VENTURA 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,941 SQ FT
~1.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,789 SQ FT
~0.22 ACRES

PROJECT TREES:
52 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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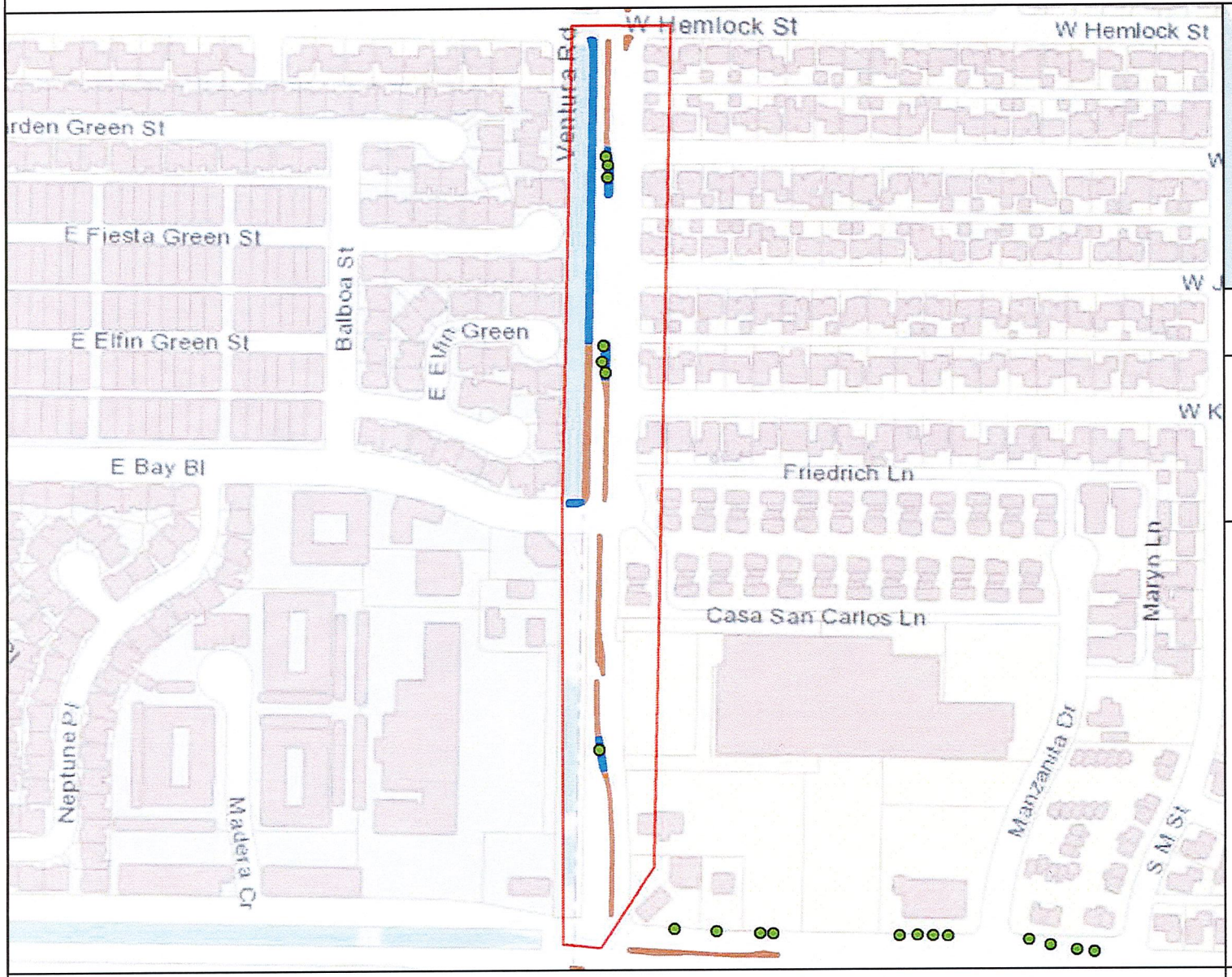
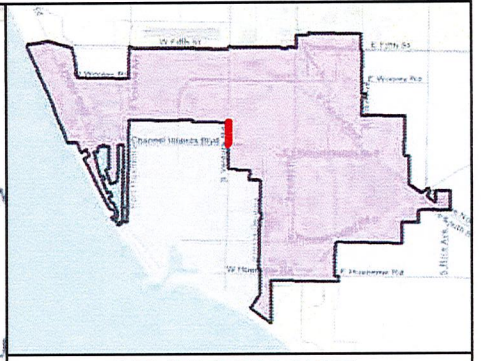
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 42 OF 51, VENTURA 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,433 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,779 SQ FT
~0.18 ACRES

PROJECT TREES:
7 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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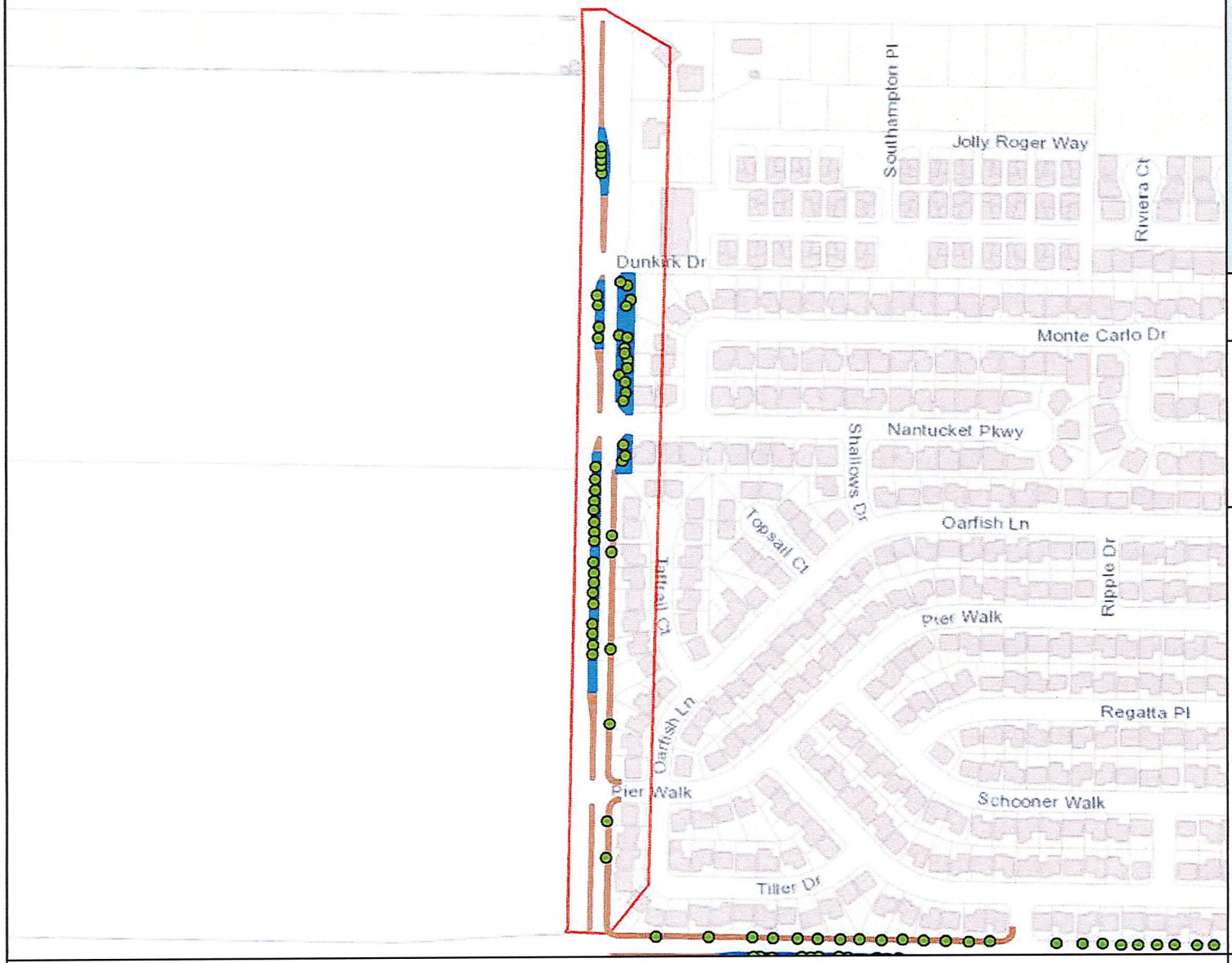
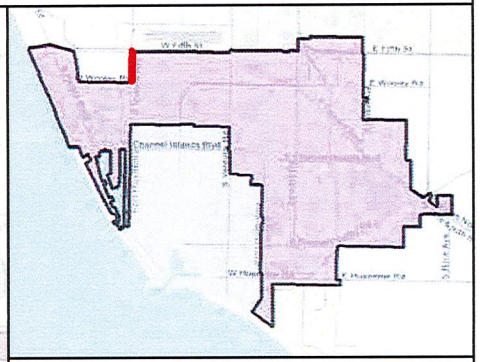
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 43 OF 51, VICTORIA 1





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,560 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,566 SQ FT
~0.45 ACRES

PROJECT TREES:
49 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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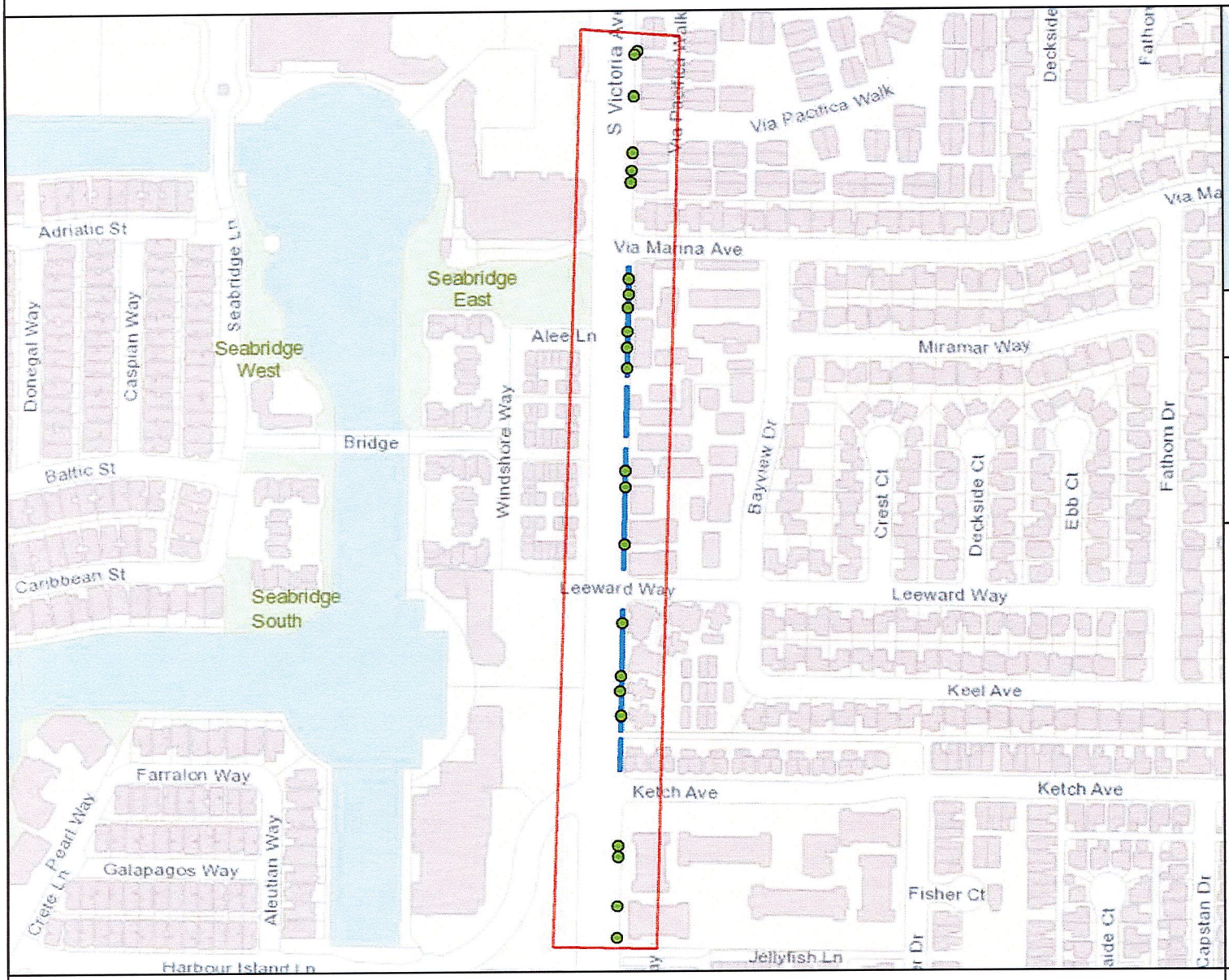
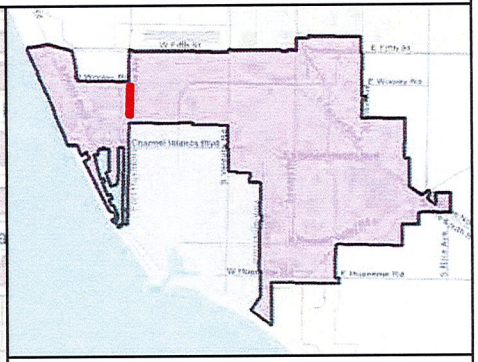
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 44 OF 51, VICTORIA 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,305 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
23 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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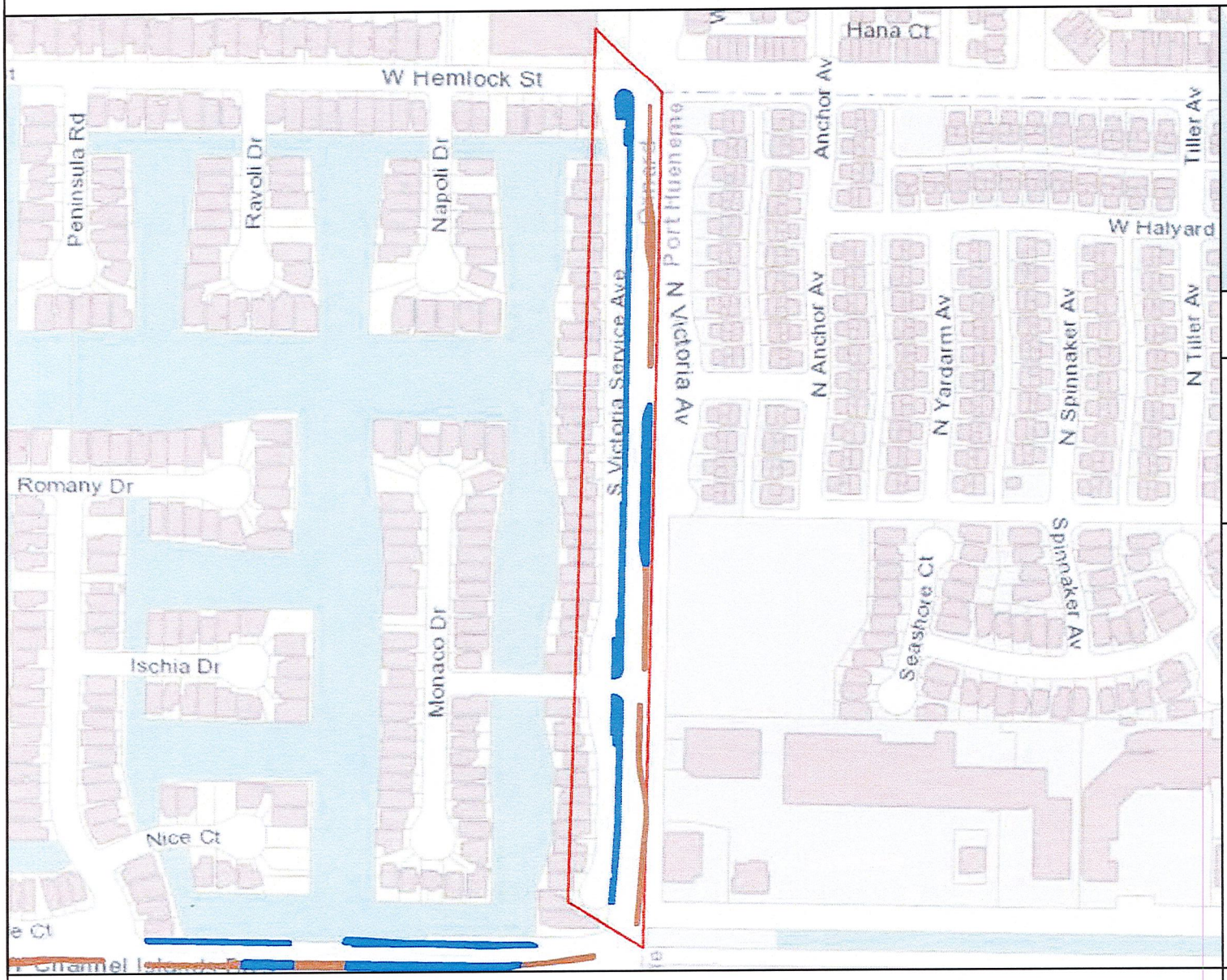
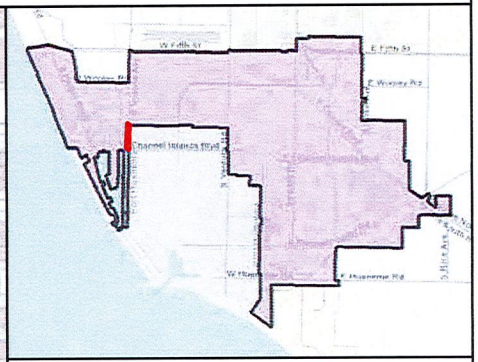
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 45 OF 51, VICTORIA 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,480 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,673 SQ FT
~0.18 ACRES

PROJECT TREES:
0 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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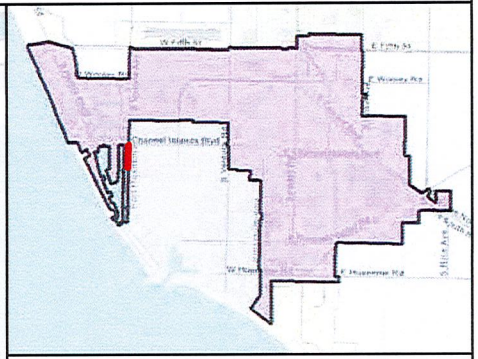
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 46 OF 51, VICTORIA 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,620 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,496 SQ FT
~0.15 ACRES

PROJECT TREES:
6 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 Feet

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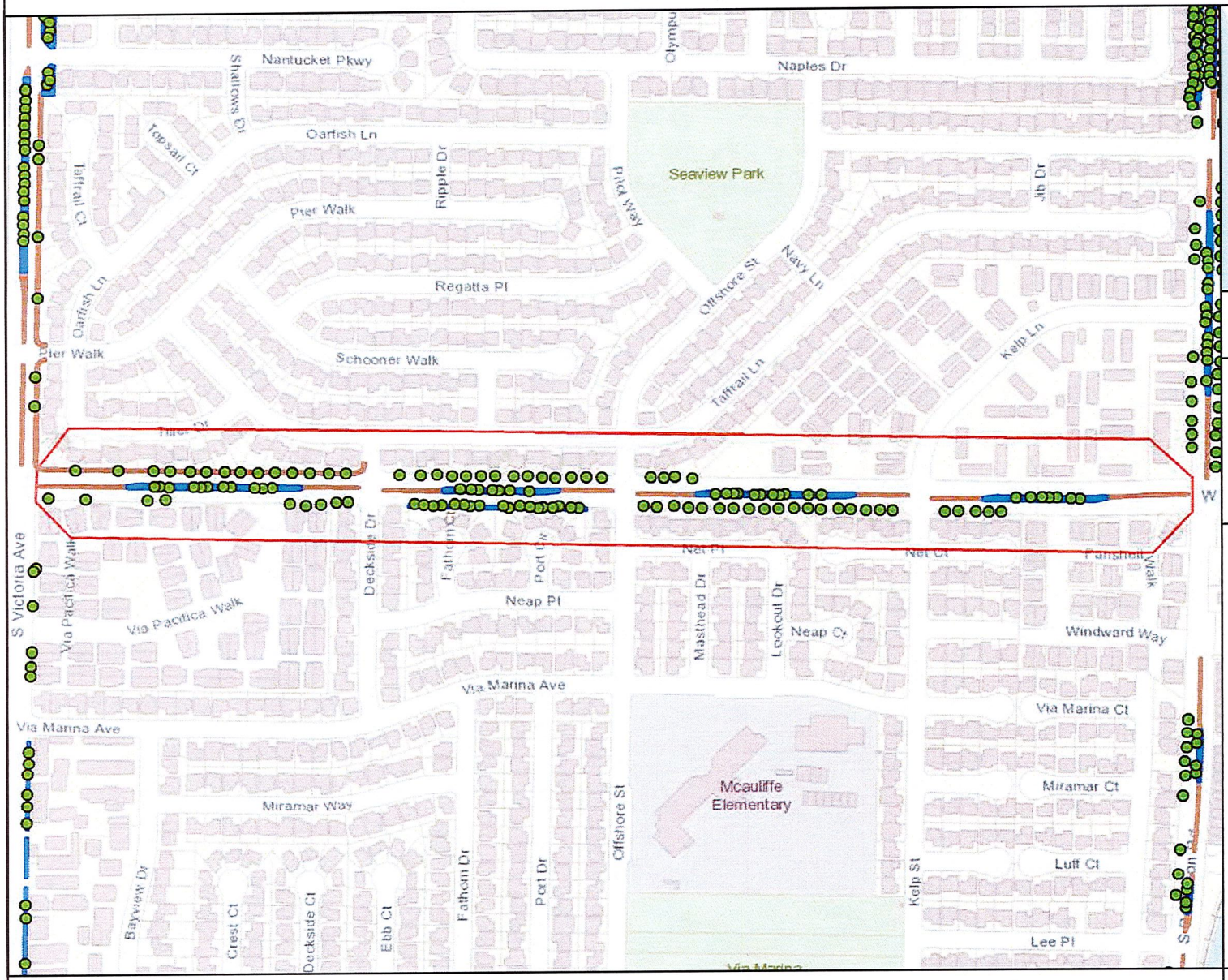
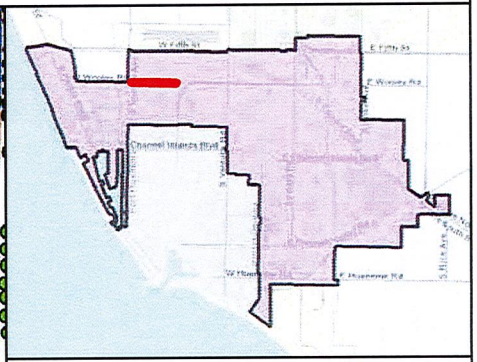
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 47 OF 51, WOOLEY 2





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,860 SQ FT
~0.71 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~17,365 SQ FT
~0.4 ACRES

PROJECT TREES:
118 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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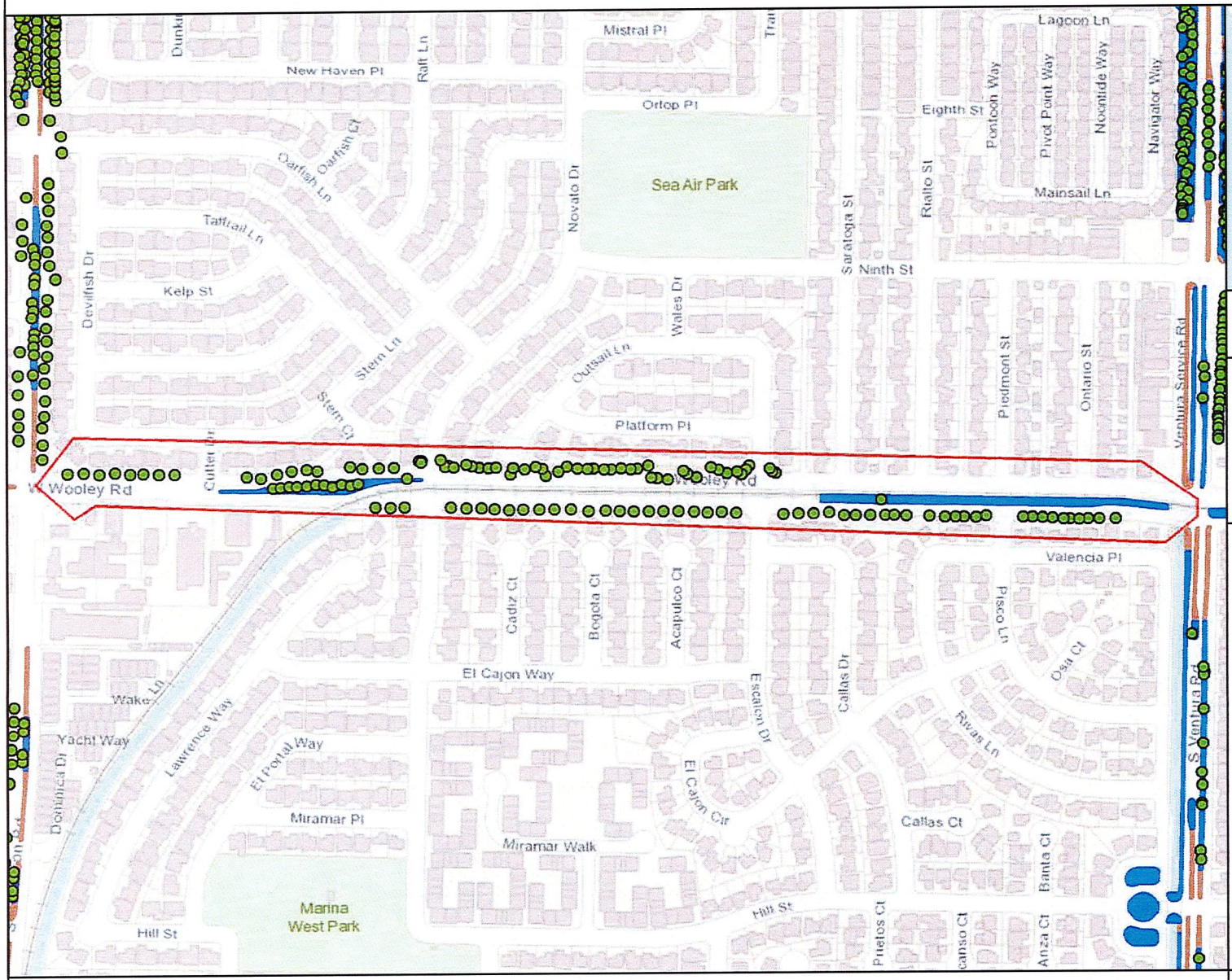
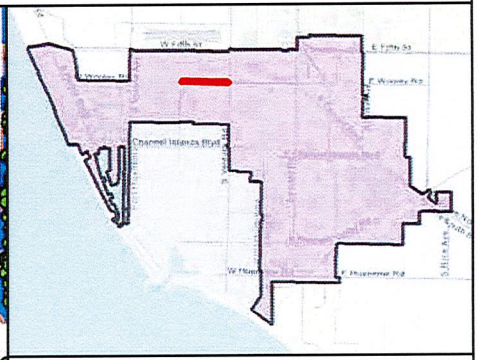
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 48 OF 51, WOOLEY 3





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~34,887 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
125 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

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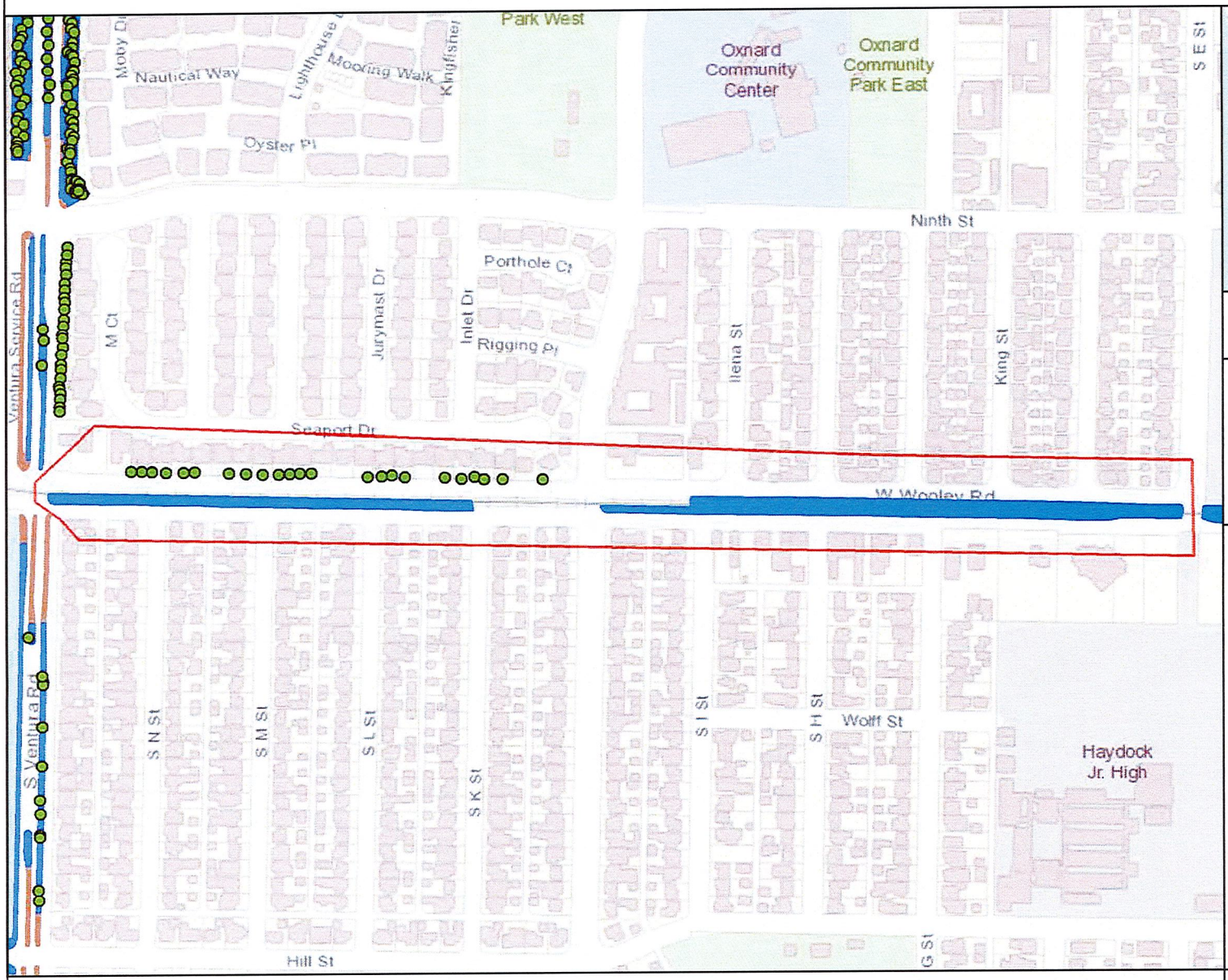
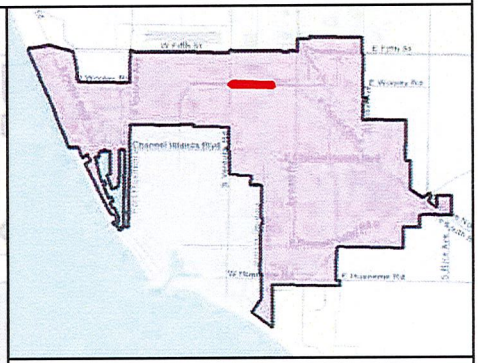
N
W E
S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 49 OF 51, WOOLEY 4





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~94,522 SQ FT
~2.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
23 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 1,200 Feet

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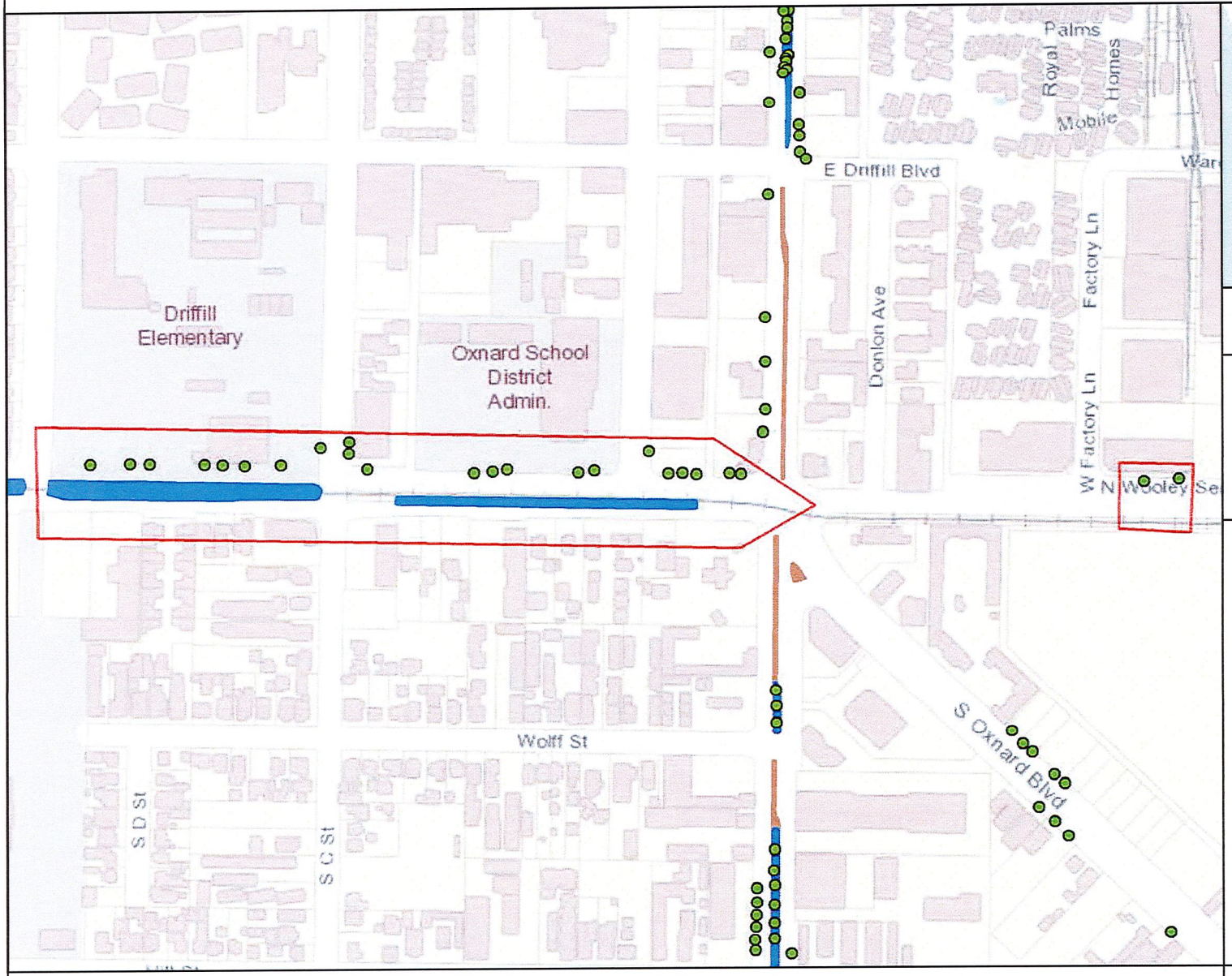
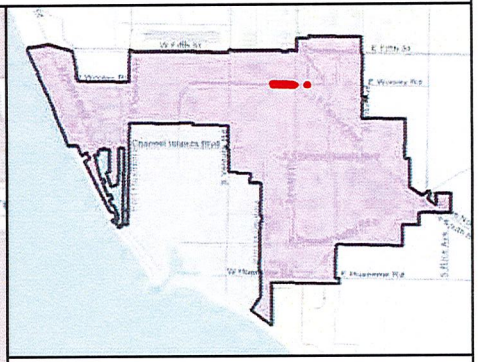
N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 50 OF 51, WOOLEY 5





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,348 SQ FT
~0.93 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

PROJECT TREES:
24 TREES

CITY OF OXNARD CALIFORNIA

0 200 400 600 800 1,000 Feet

N
W E
S

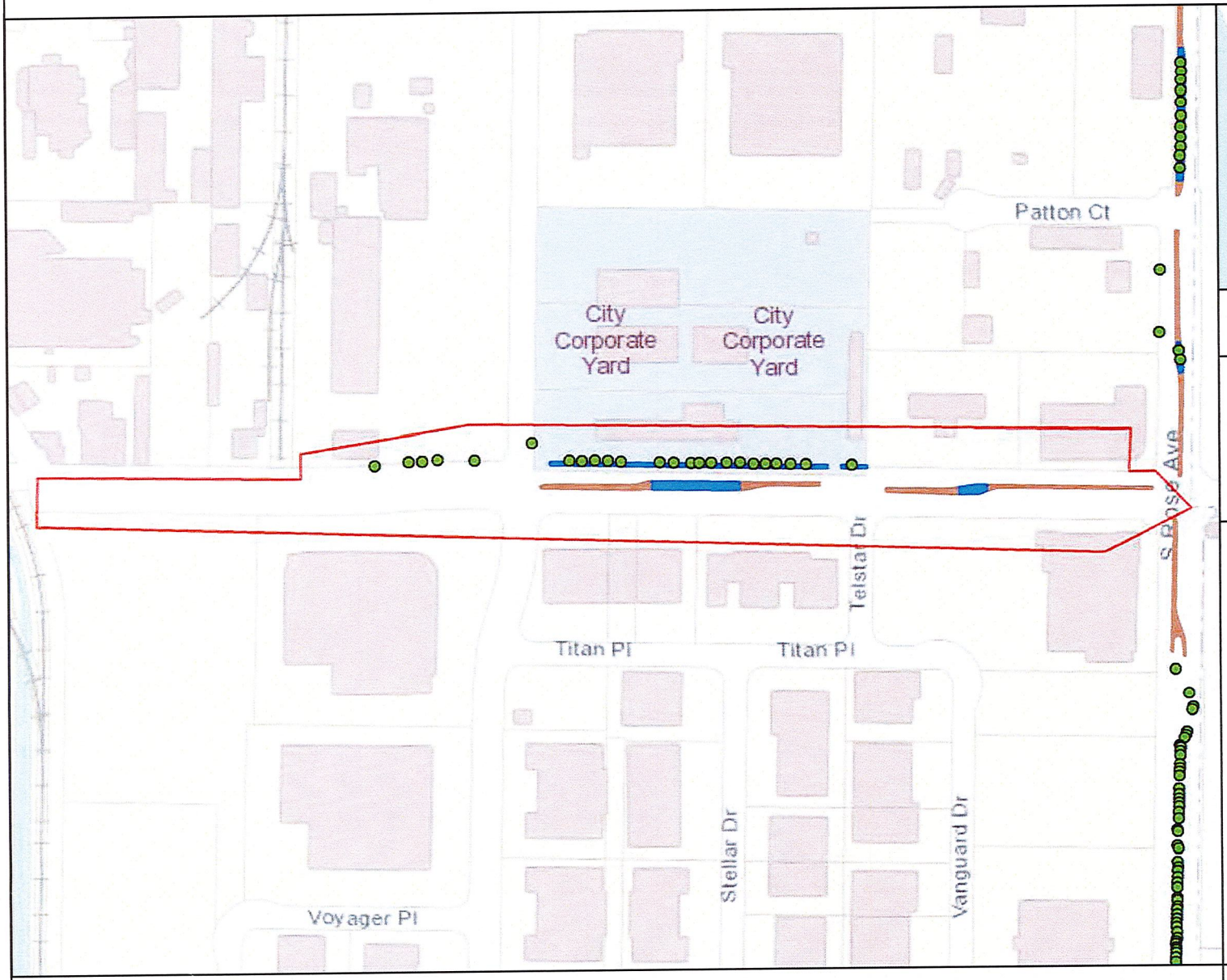
- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

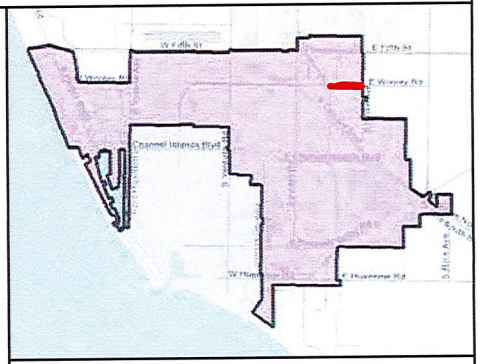
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 51 OF 51, WOOLEY 6





MAINTENANCE TOTALS

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,096 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,649 SQ FT
~0.13 ACRES

PROJECT TREES:
24 TREES

CITY OF OXNARD CALIFORNIA

City of Oxnard
Geographic Information Systems
March 2021

0 200 400 600 800 1,000 Feet

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N W E S

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on June 29, 2021, by City and Vendor.

City and Vendor agree as follows:

1. Section 3 of the Cover Page of the Agreement, is hereby amended to state: "Services: Landscape Maintenance located in Medians and Parkways within Region 3."

2. Section 4 of the Cover Page of the Agreement, is hereby amended to state: "Schedule of Services: Monthly Landscape Maintenance in Medians and Parkways; twice monthly mowing in Parkways within Region 3 of Location Map which is attached hereto and incorporated herein."

3. Section 6 of the Cover Page of the Agreement, is hereby amended to state: "Total Agreement Amount: $2,575,000.00"

4. The reference to the "Rates and Cost Exhibit" everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to "Rates and Cost Exhibit-June 2022." The "Rates and Cost Exhibit" is hereby disincorporated; instead, the "Rates and Cost Exhibit-June 2022" is attached hereto and incorporated herein by this reference.

5. The reference to the "Region 3 Detail Maps" Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the attached "Region 3 Work Detail as of June 2022" Exhibit. The attached "Region 3 Work Detail as of June 2022" Exhibit is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
9/6/22
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

9-6-22

☒ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ _____, Purchasing Manager

☐ _____, Buyer

GARCIA'S LANDSCAPING MAINTENANCE, INC.

6/13/22

Pablo Garcia, President Date

6/23/22

Tenley Garcia, Secretary Date

ATTEST:

9/6/22

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

By _____ 6/23/2022

Stephen M. Fischer, City Attorney (always required) Date

1

2

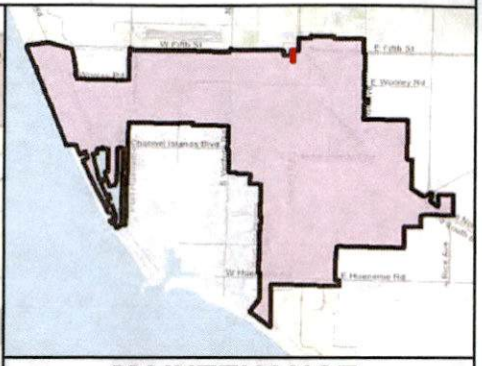
RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians and Parkways located with Region 3

	Monthly Cost
Twice Monthly Service Region 3 Areas	$74,935
Non-Selective herbicide applicate	$225/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

REGION 3 WORK DETAIL
AS OF June 2022

REGION 3 WORK DETAIL: PAGE 1 OF 27, A ST SOUTH 1



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,290.14 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

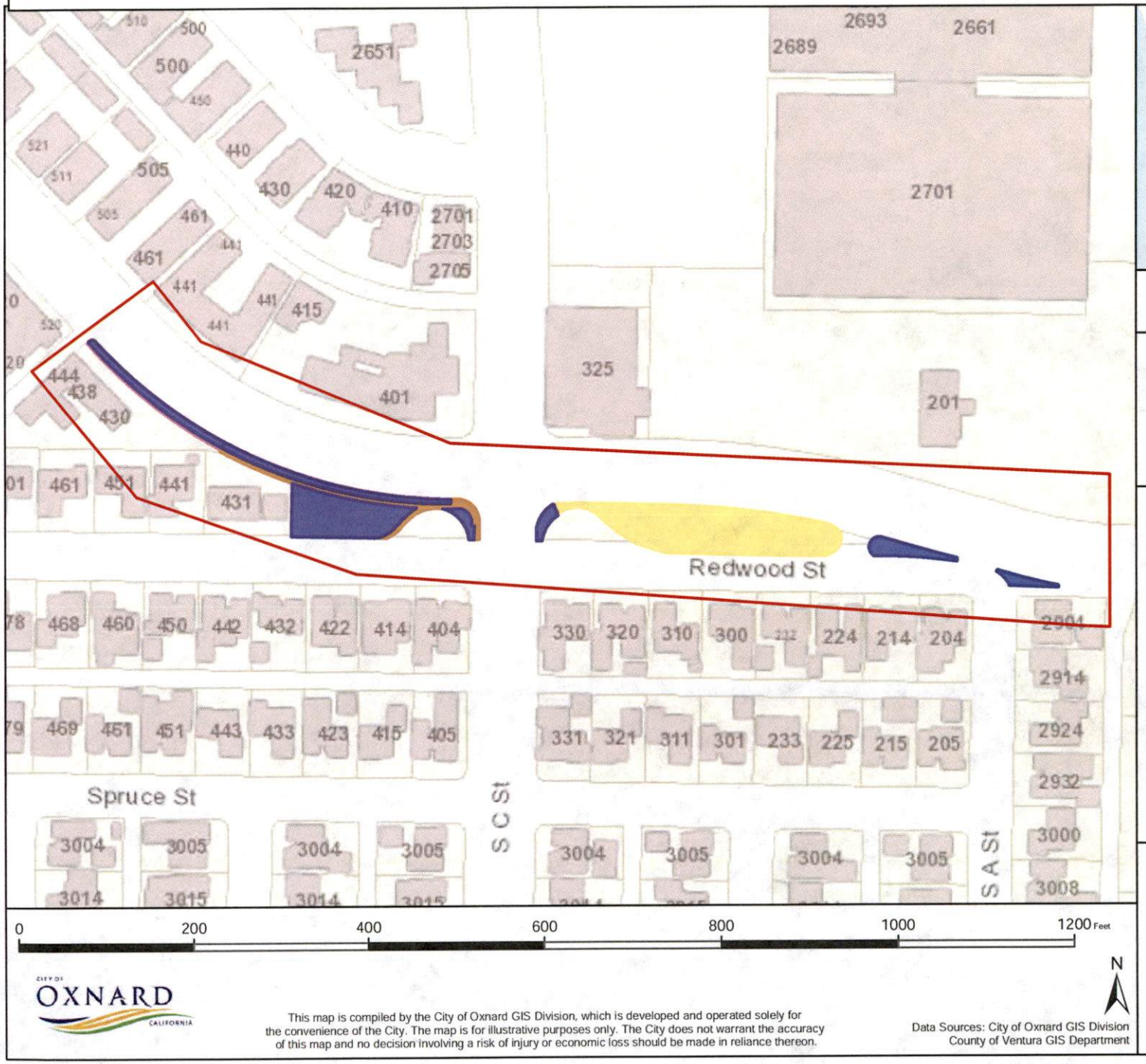
- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

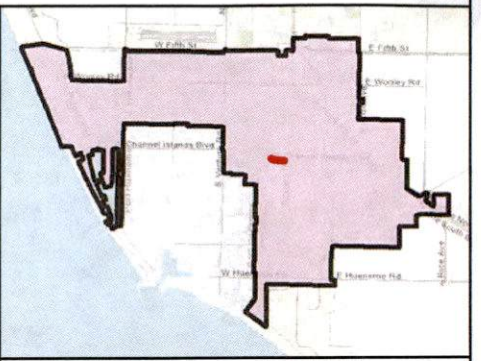
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 2 OF 27, CHANNEL ISLANDS 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,386.58 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,221.34 SQ FT
~0.05 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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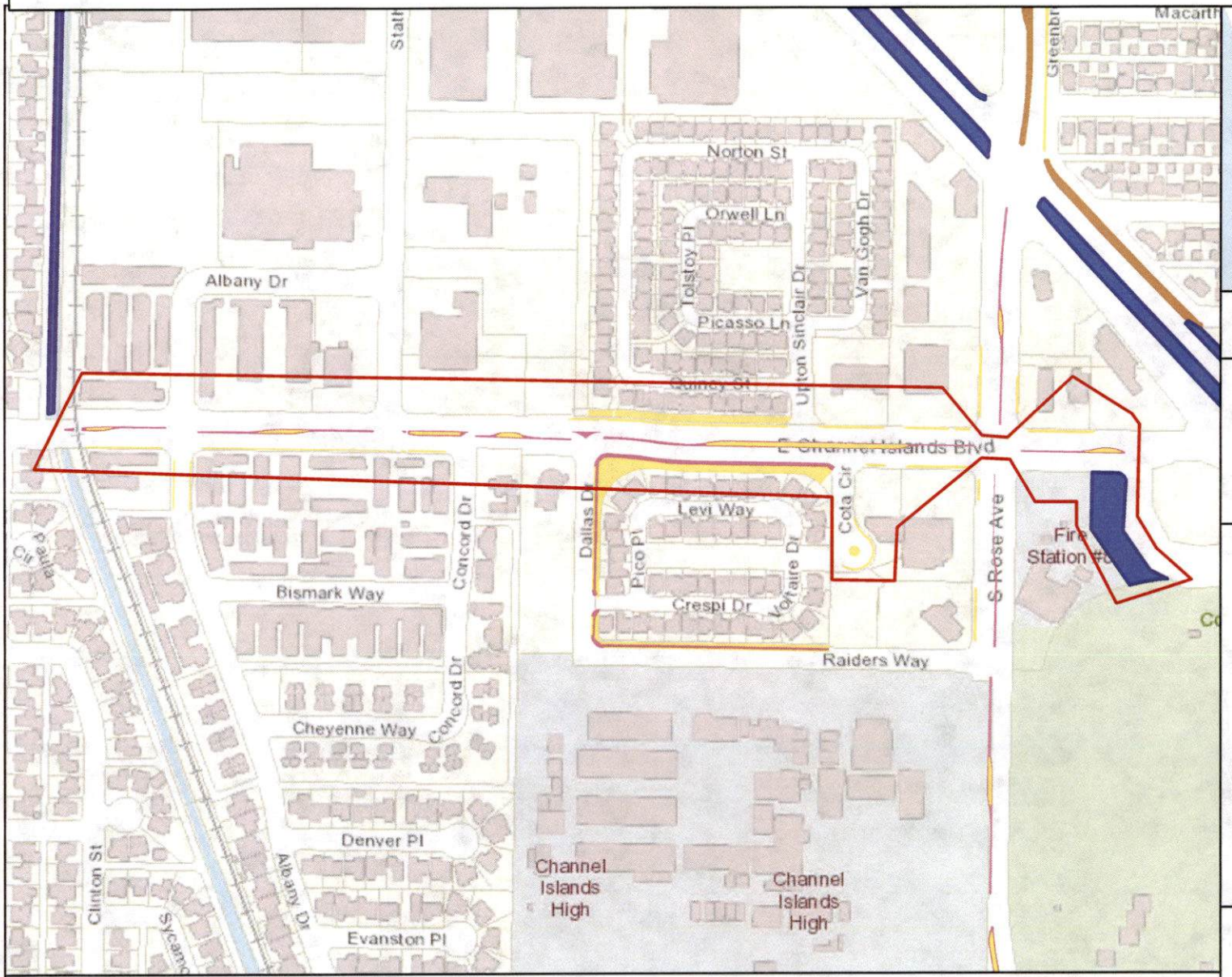
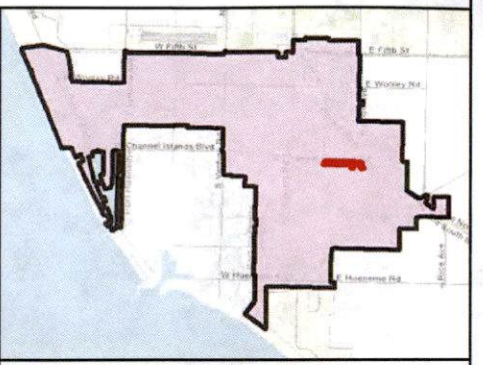
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 3 OF 27, CHANNEL ISLANDS 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,177.32 SQ FT
~0.62 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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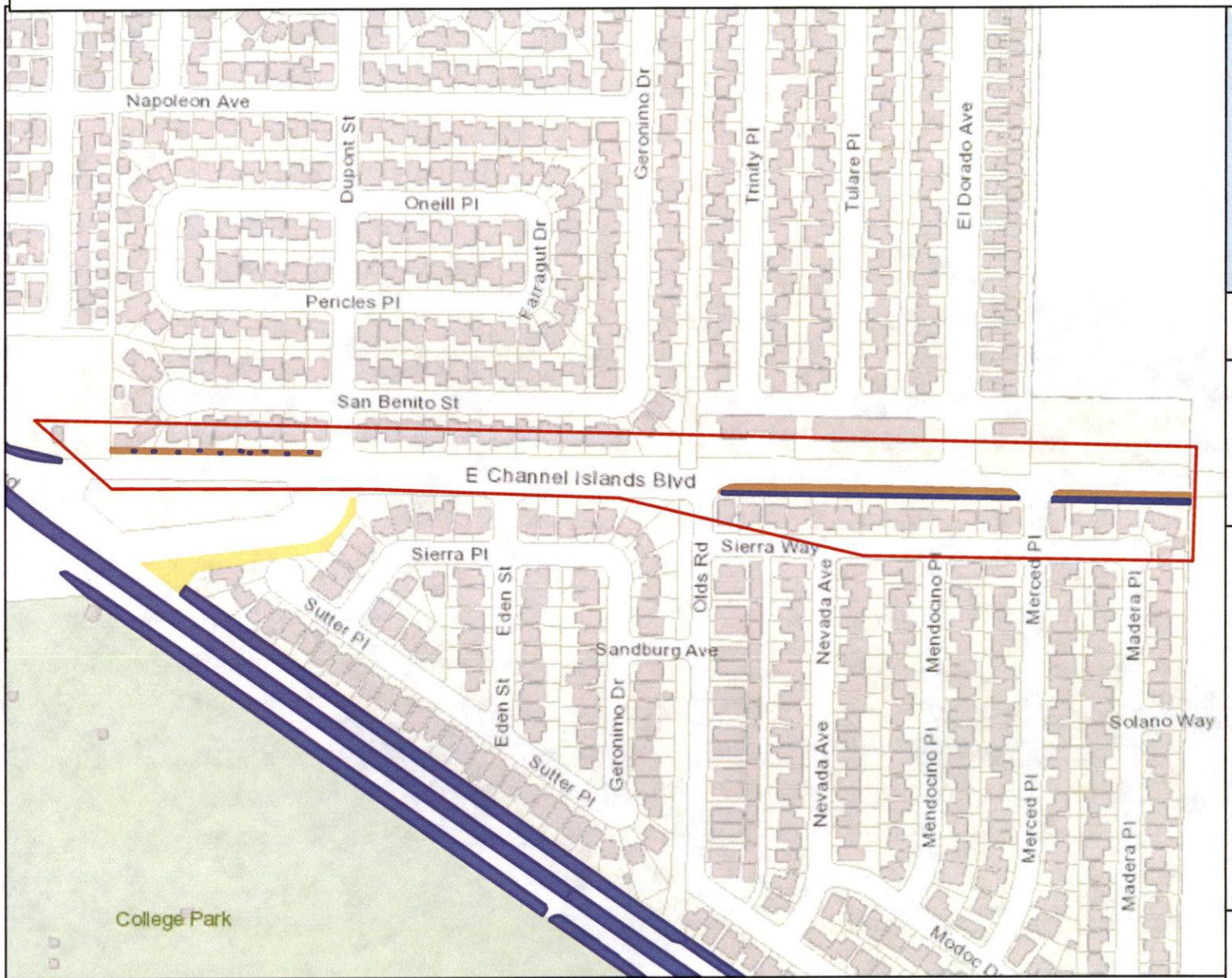
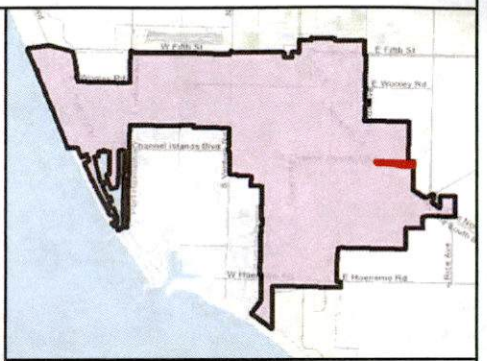
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 4 OF 27, CHANNELS ISLANDS 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,431.17 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~23,724.89 SQ FT
~0.54 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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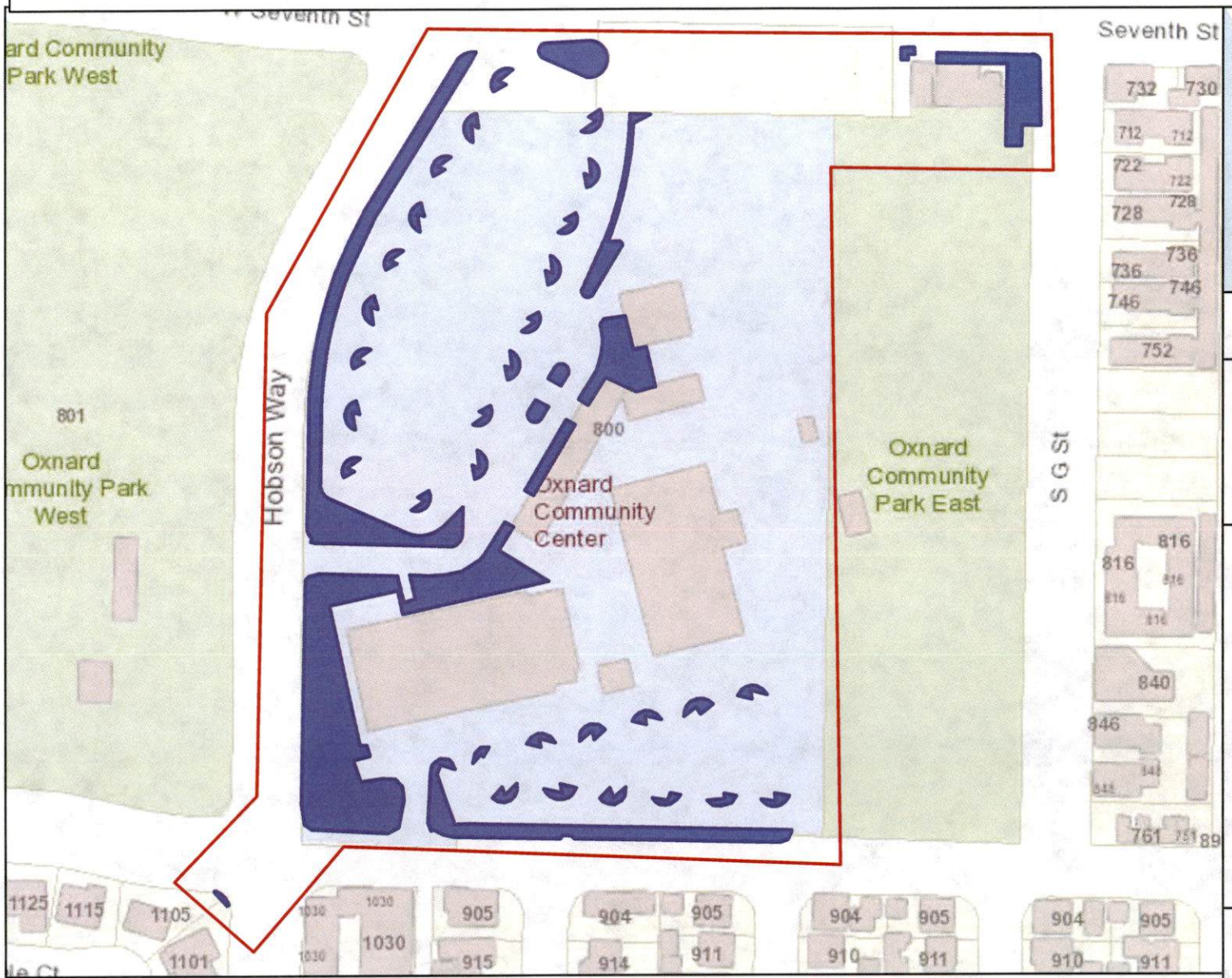
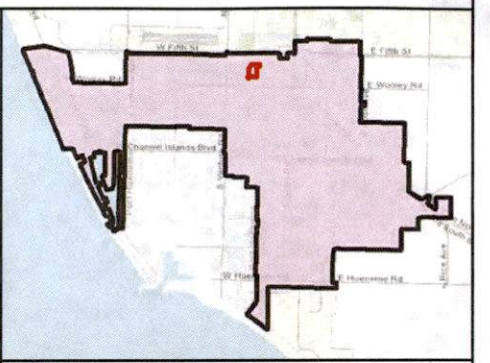
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 5 OF 27, COMMUNITY PARK





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~69,582.11 SQ FT
~1.6 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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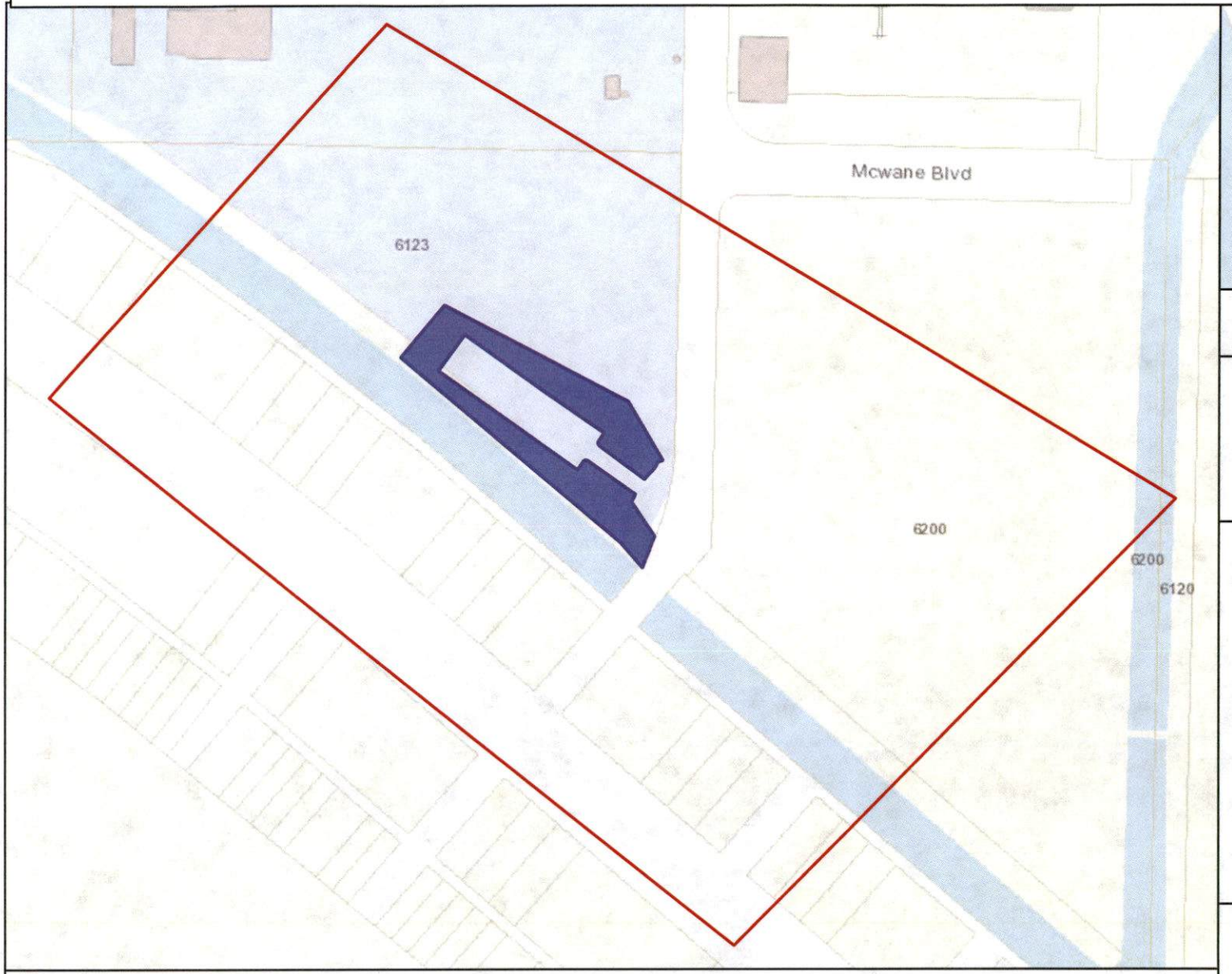
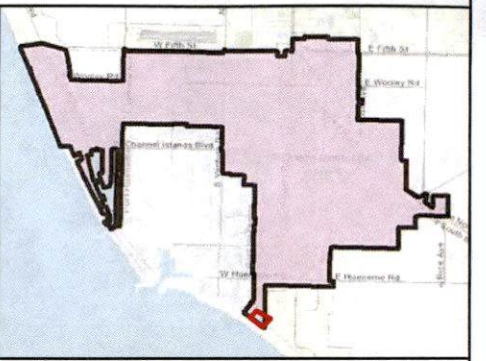
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 6 OF 27, PERKINS PARKING LOT





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,223.14 SQ FT
~0.81 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Landscape area to bid on
Hardscape area to bid on
Other Landscape
Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 Feet

N

CITY OF OXNARD CALIFORNIA

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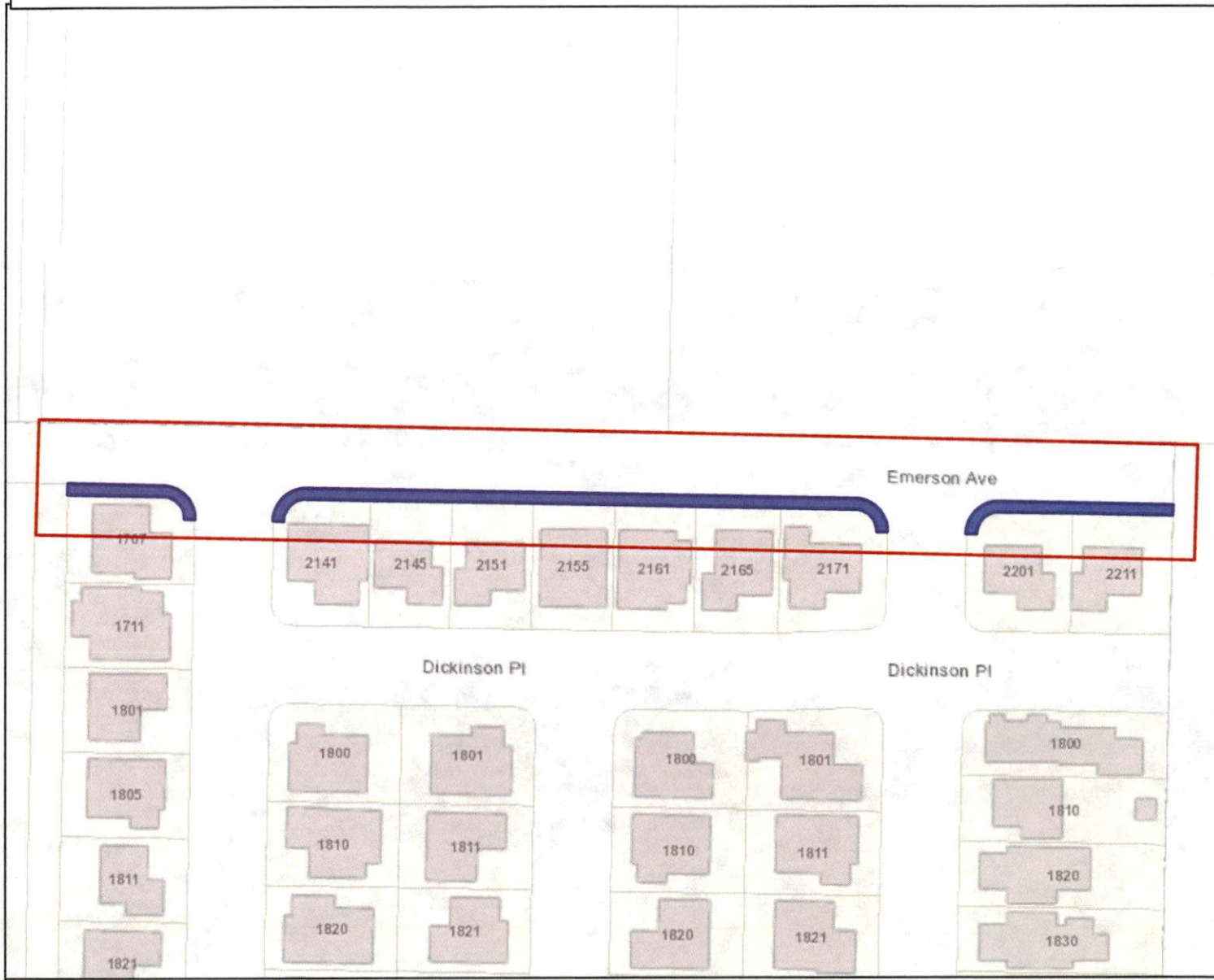
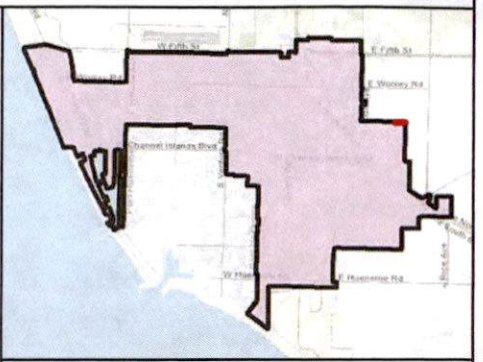
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 7 OF 27, EMERSON





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,055.39 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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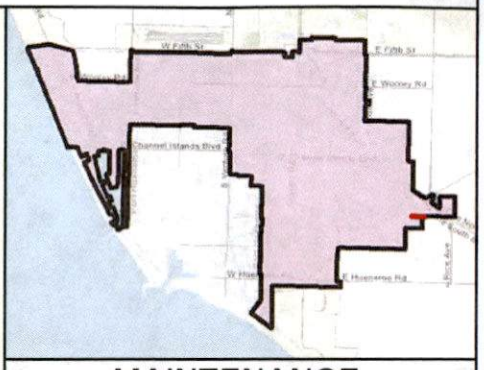
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 8 OF 27, ETTING



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,337.06 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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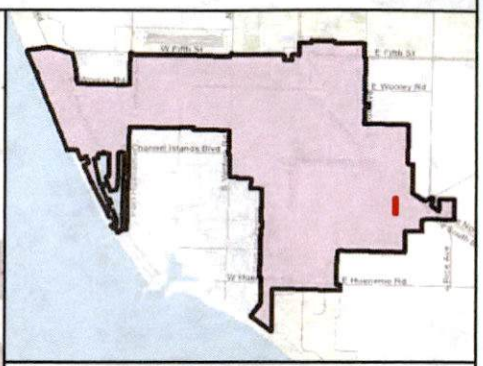
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 12 OF 27, OLDS



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,369.1 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,003.59 SQ FT
~0.28 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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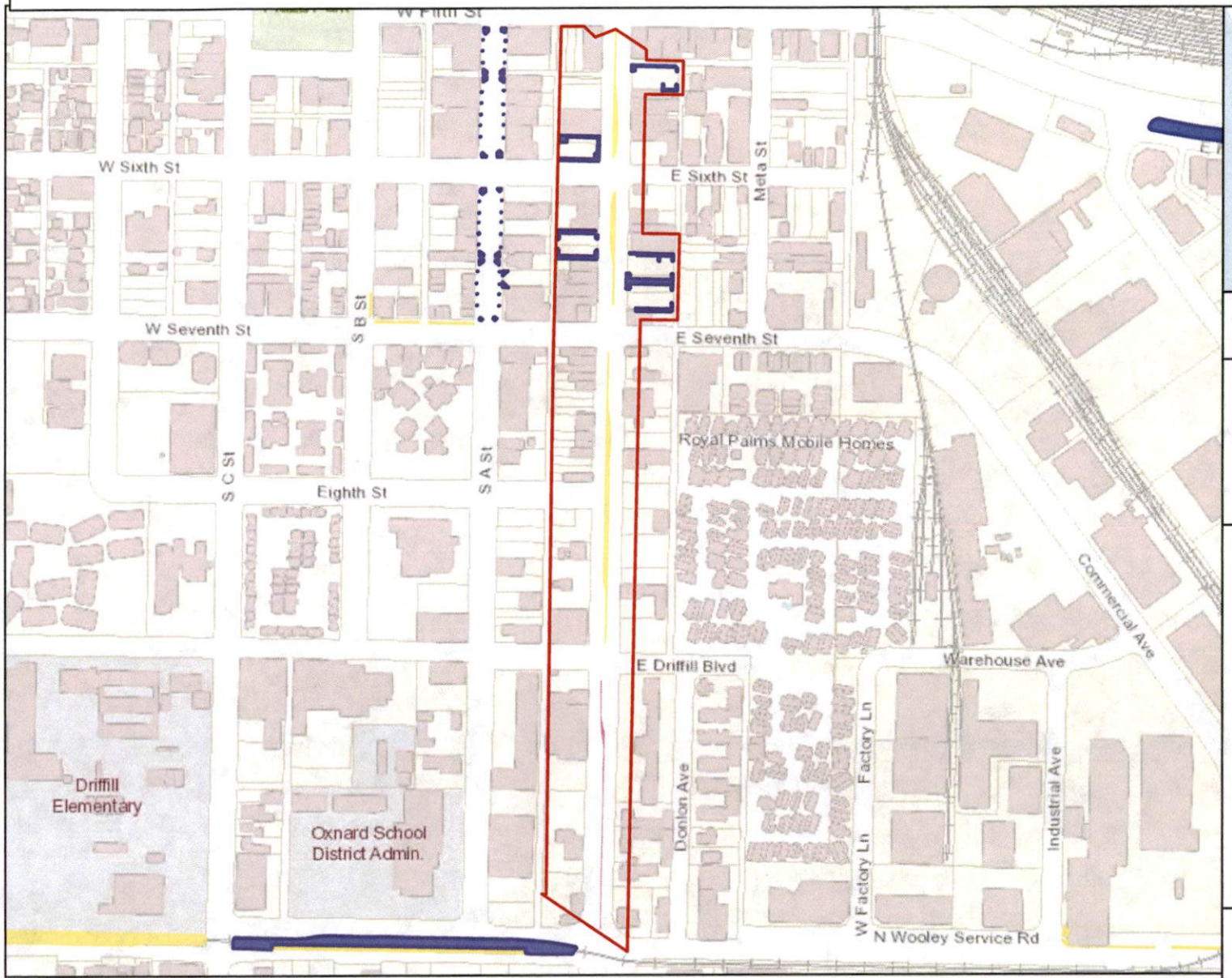
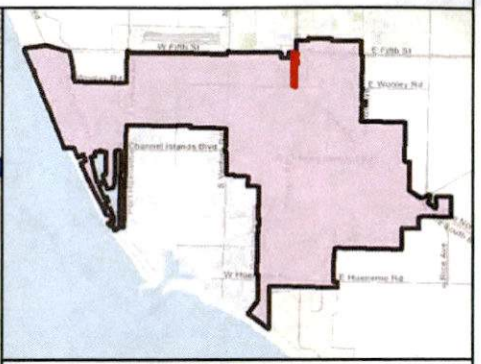
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 13 OF 27, OXNARD BL 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,488.77 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~35.66 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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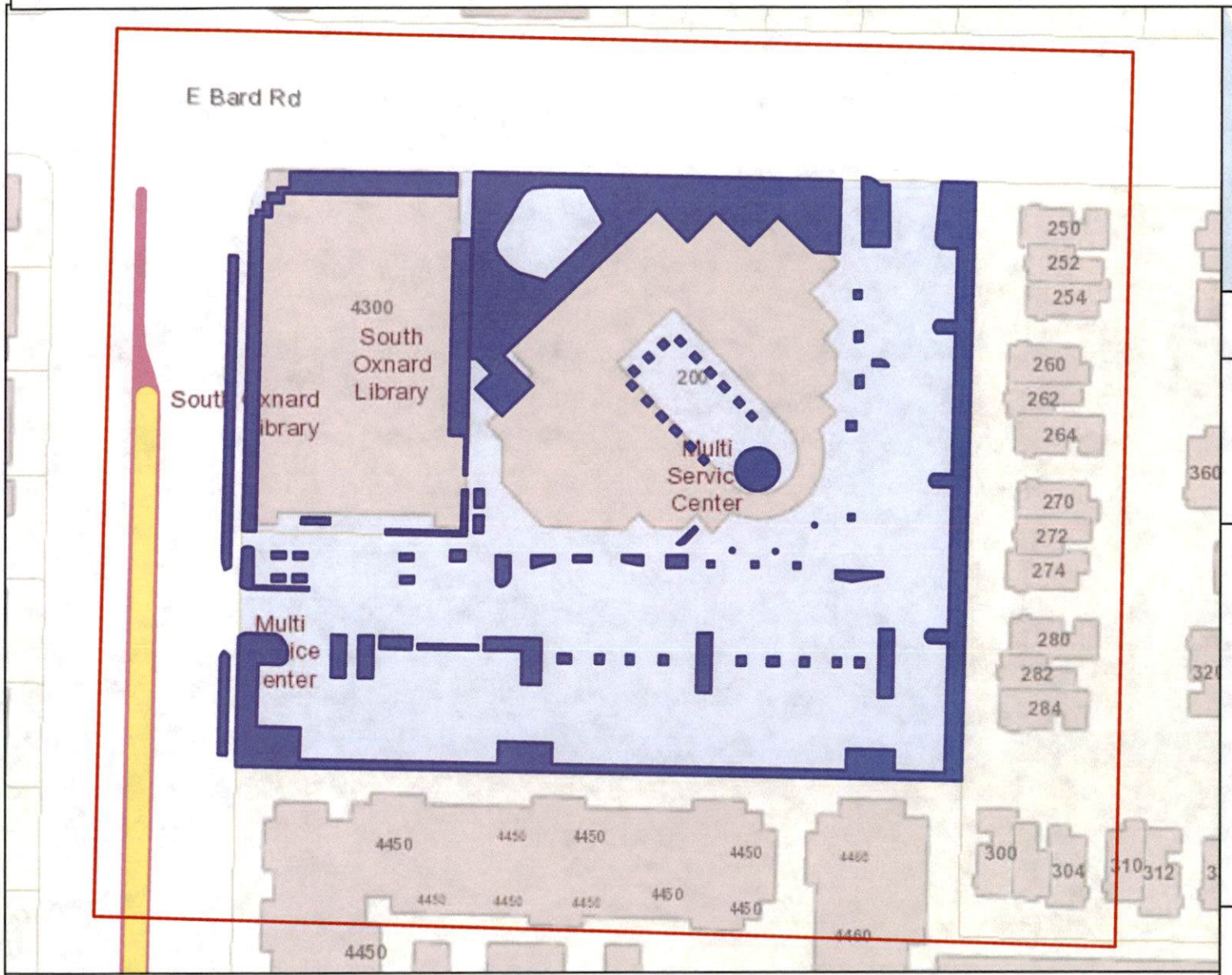
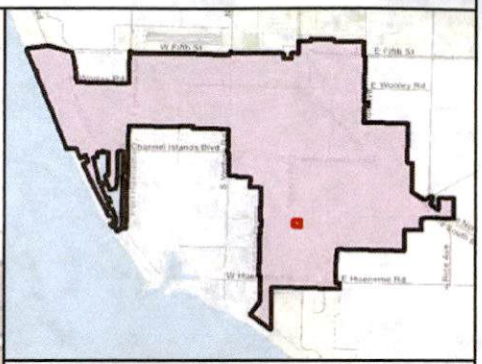
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 17 OF 27, MULTI-SERVICE CENTER





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,635.53 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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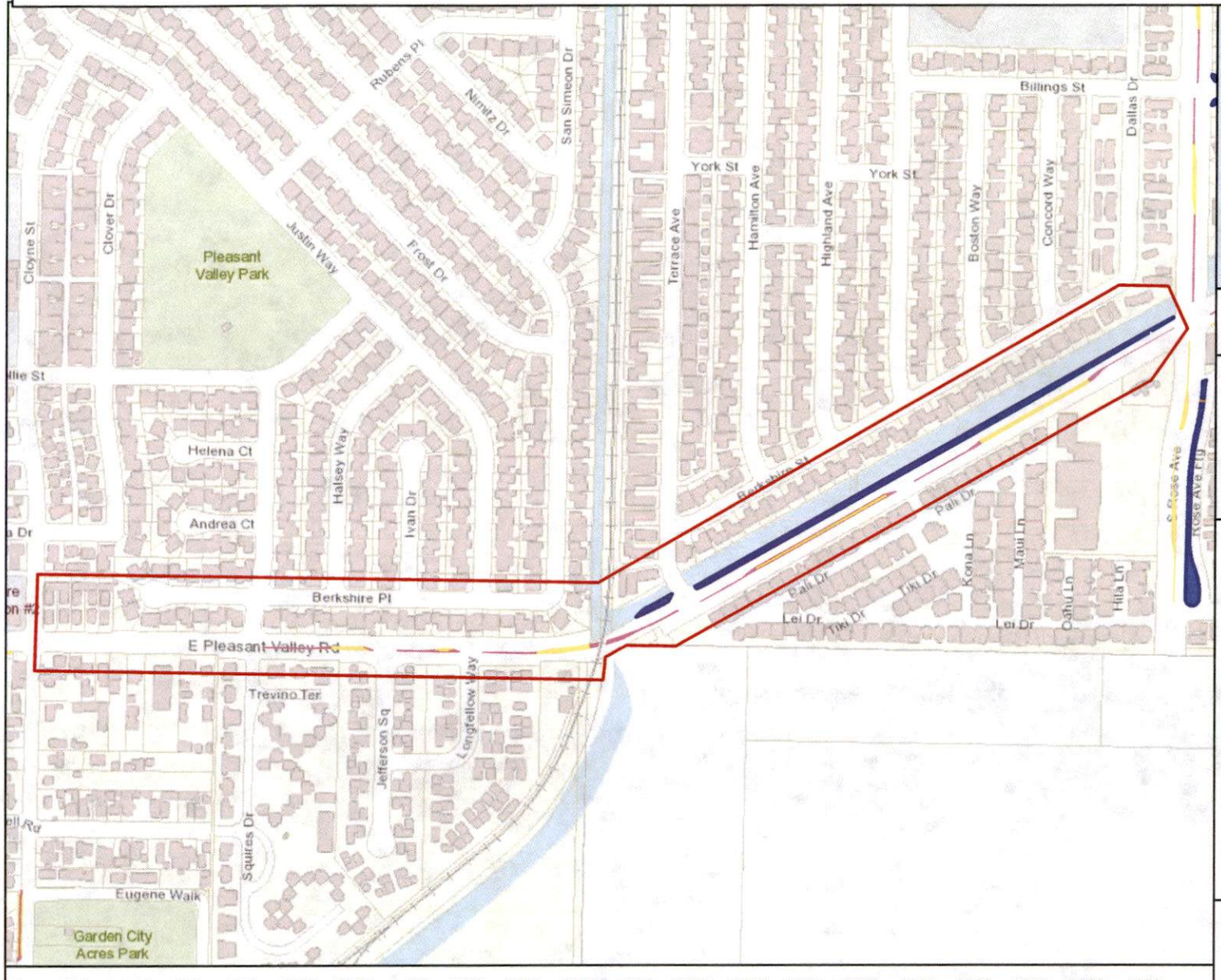
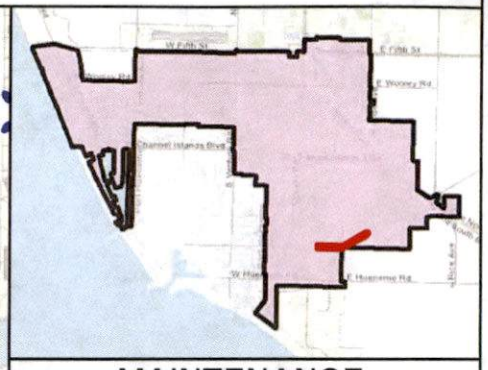
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 18 OF 27, PLEASANT VALLEY RD 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,788.32 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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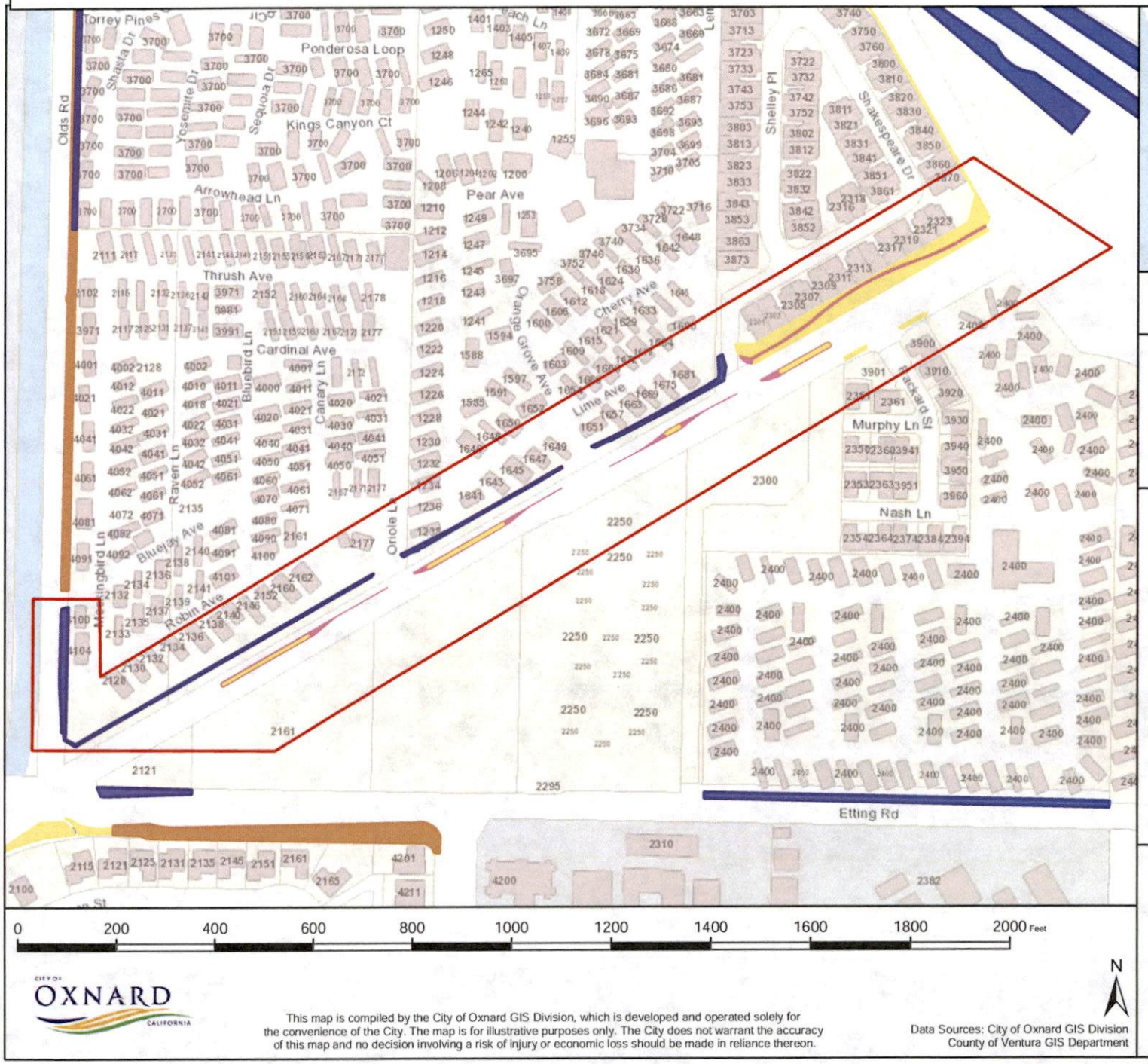
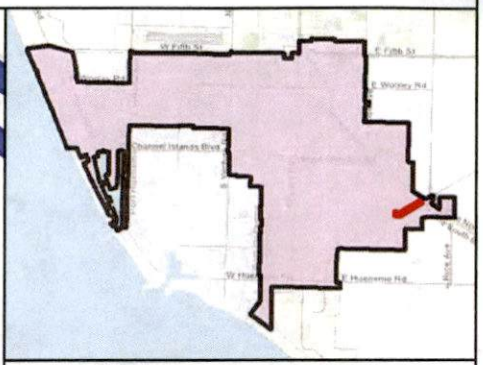
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 20 OF 27, PLEASANT VALLEY RD 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,985.6 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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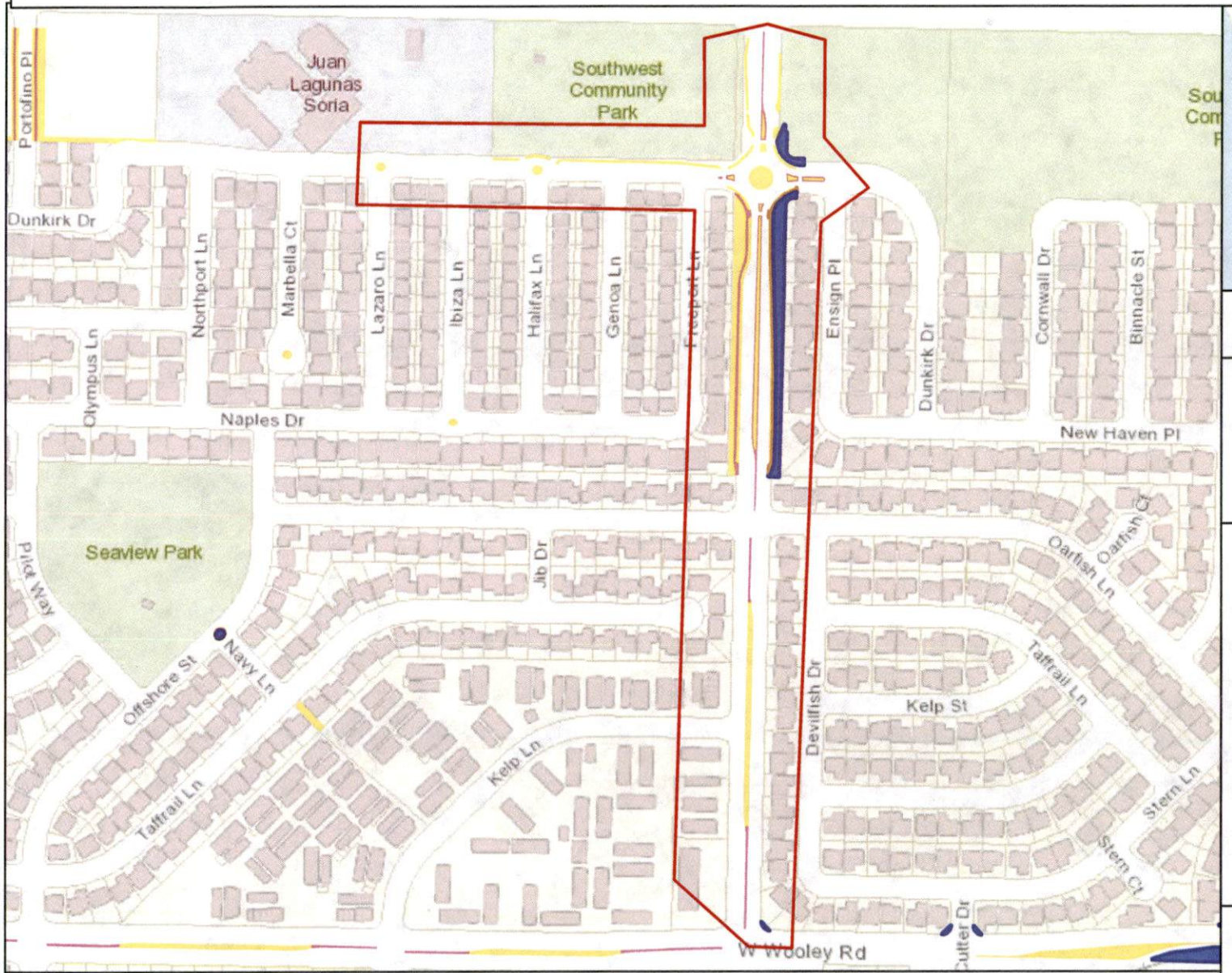
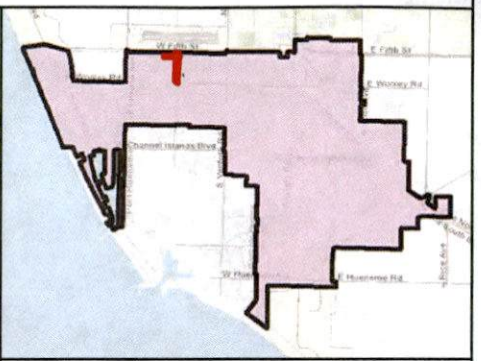
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 21 OF 27, PATTERSON 1/ DUNKIRK





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,408.9 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,380.72 SQ FT
~0.12 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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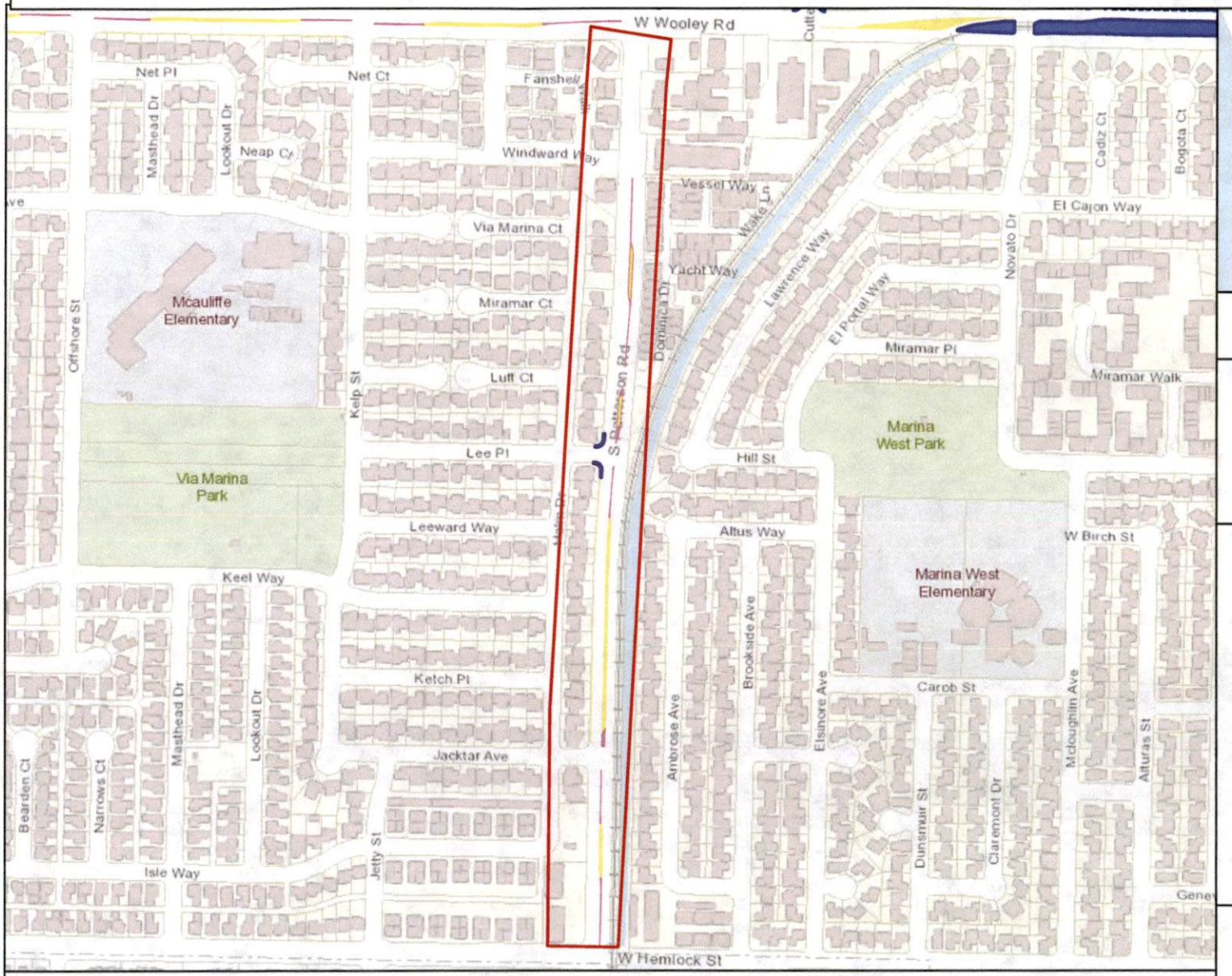
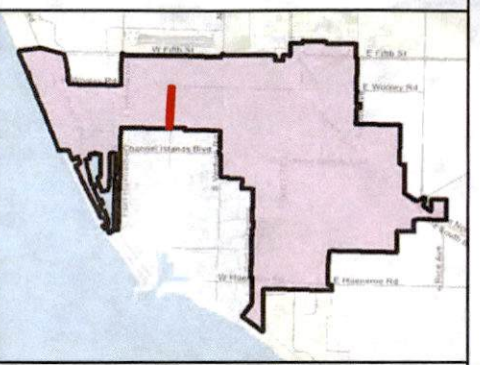
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 22 OF 27, PATTERSON 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~311.08 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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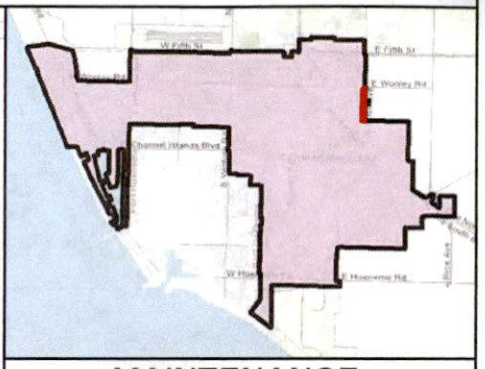
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 23 OF 27, ROSE AVE 2



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,557.97 SQ FT
~0.7 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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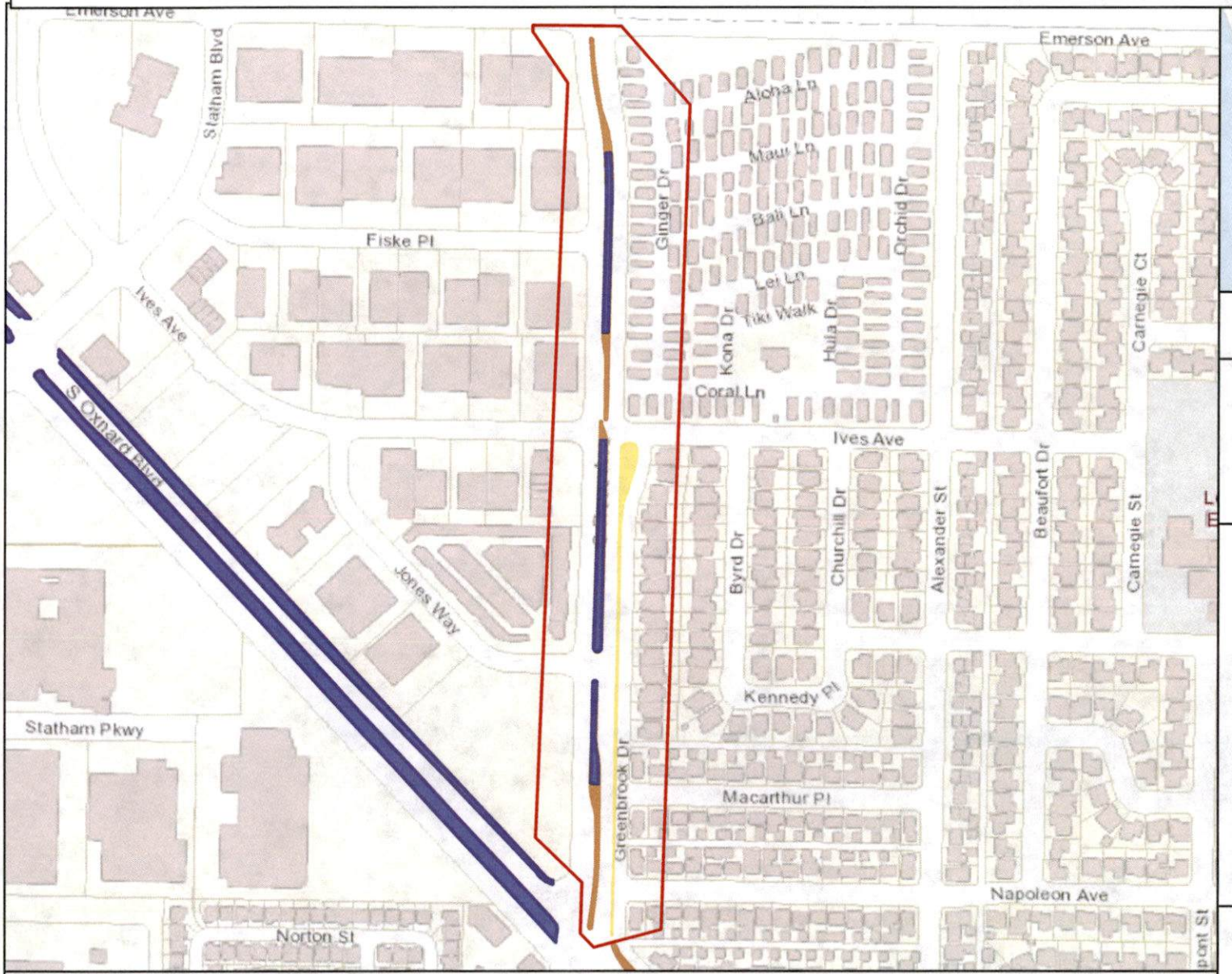
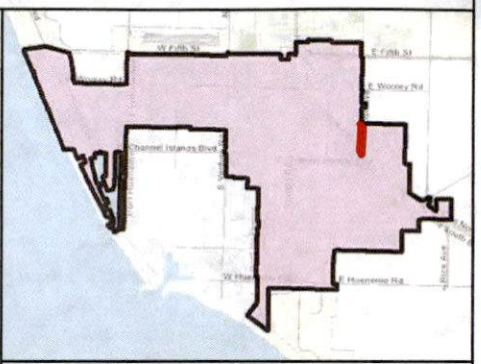
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 24 OF 27, ROSE AVE 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,467.18 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,647.64 SQ FT
~0.22 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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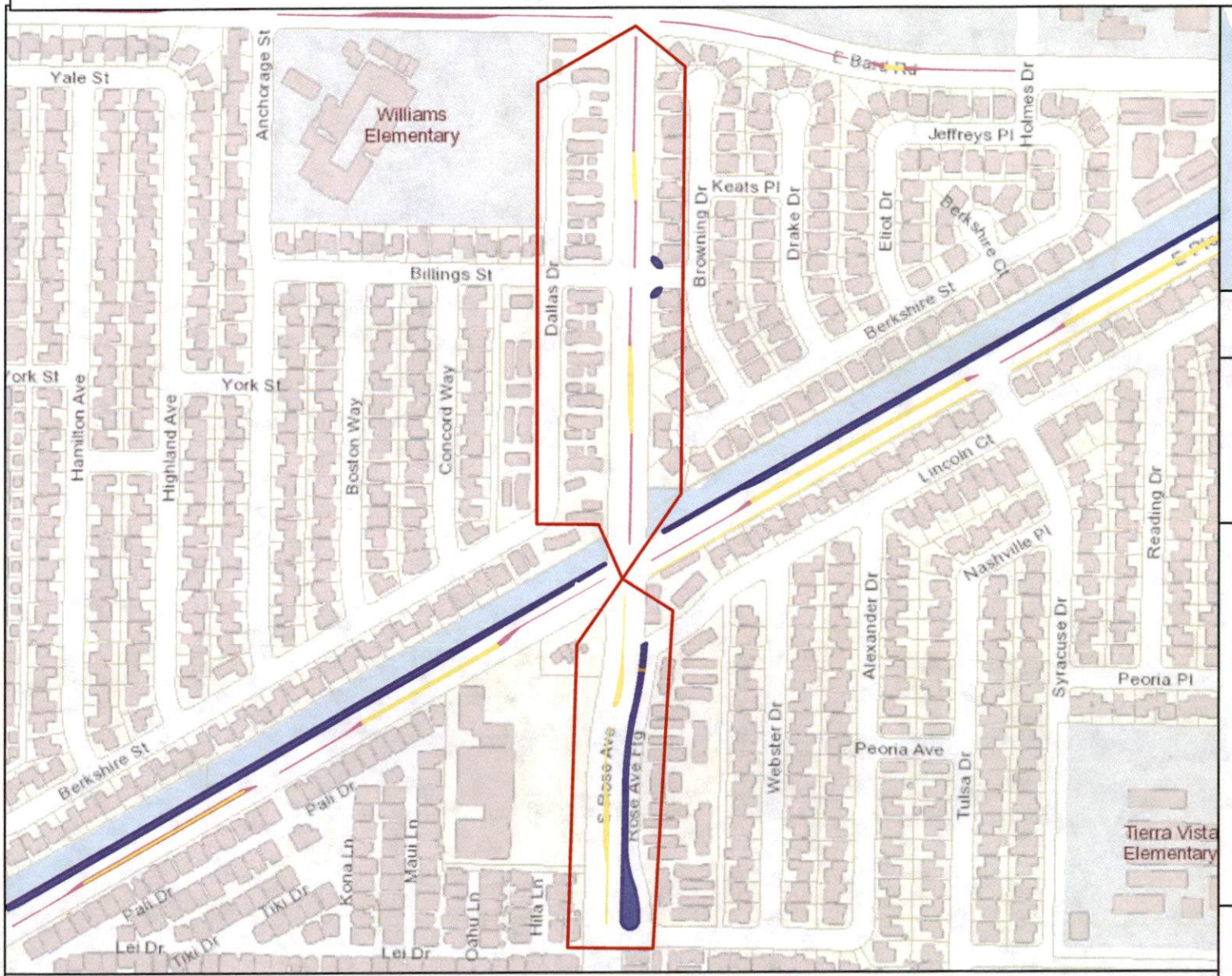
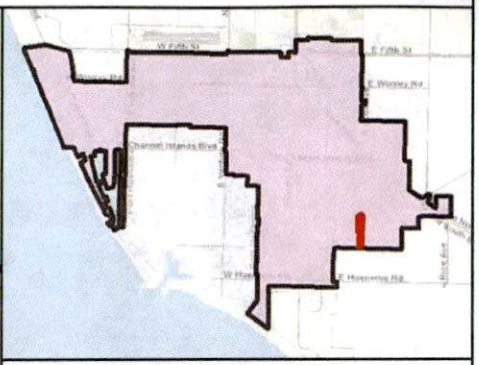
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 25 OF 27, ROSE AVE 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,615.01 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~200.48 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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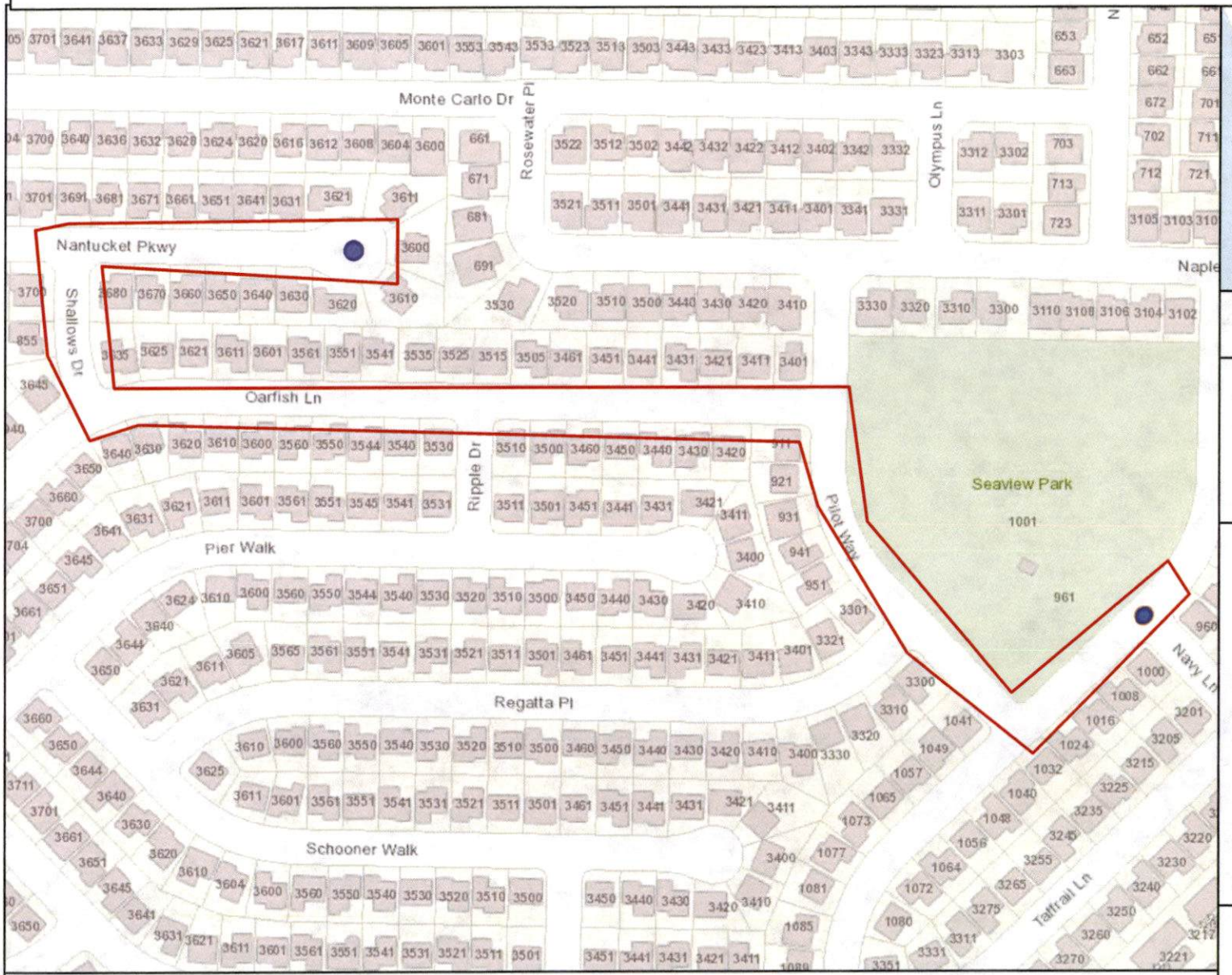
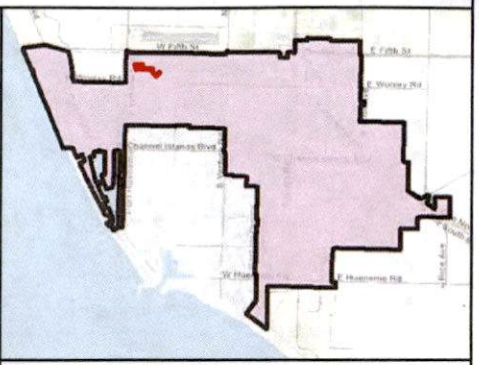
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 26 OF 27, SEAVIEW





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,105.79 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~157.43 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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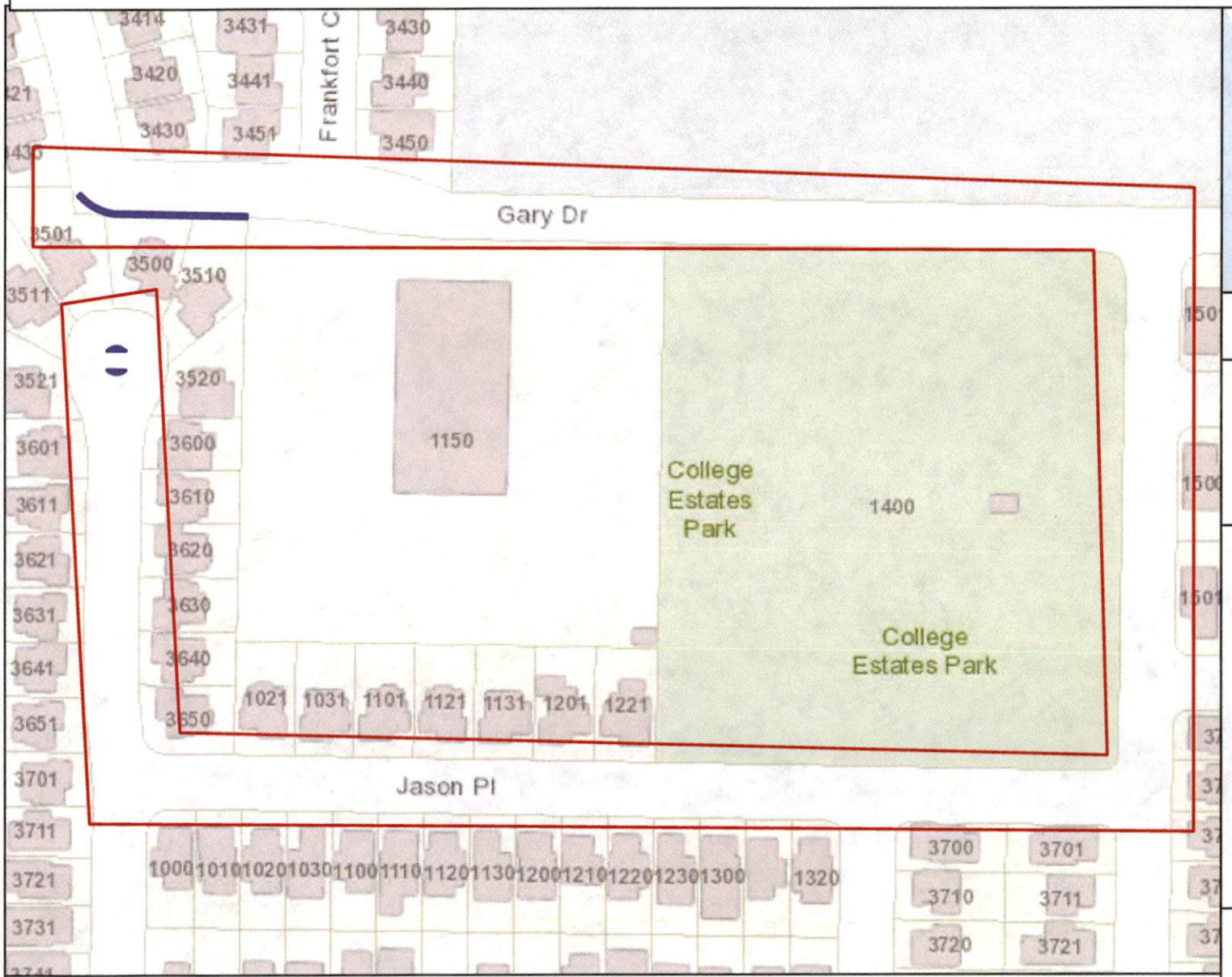
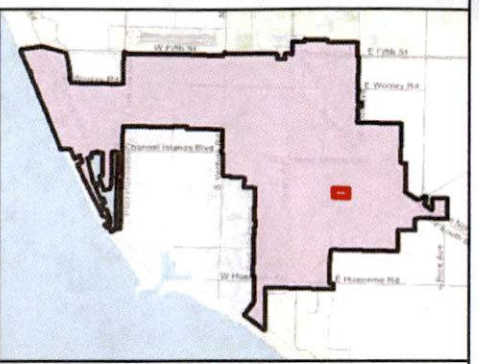
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 27 OF 27, TERRACE DR AND GARY DR





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~961.15 SQ FT
~0.02 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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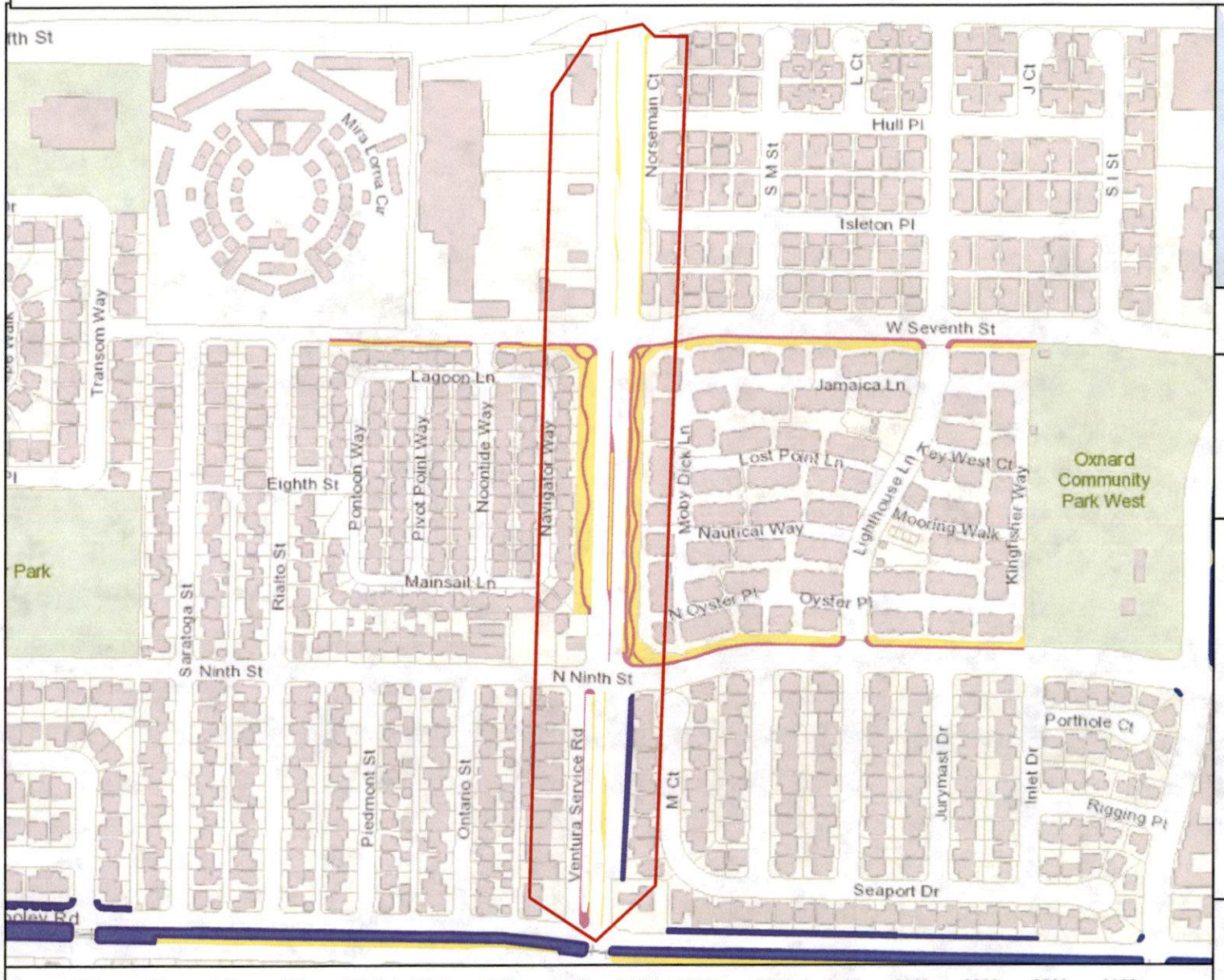
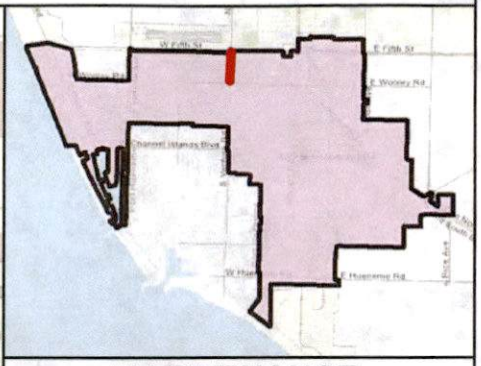
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 28 OF 27, VENTURA 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,468.81 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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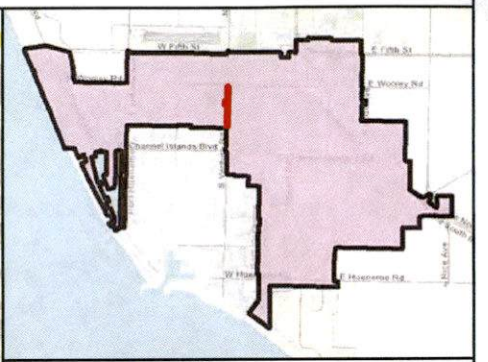
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 29 OF 27, VENTURA 2



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,273.51 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 1600 1800 2000 2200 2400 2600 2800 3000 3200 3400 3600 3800 4000 Feet

N

CITY OF OXNARD CALIFORNIA

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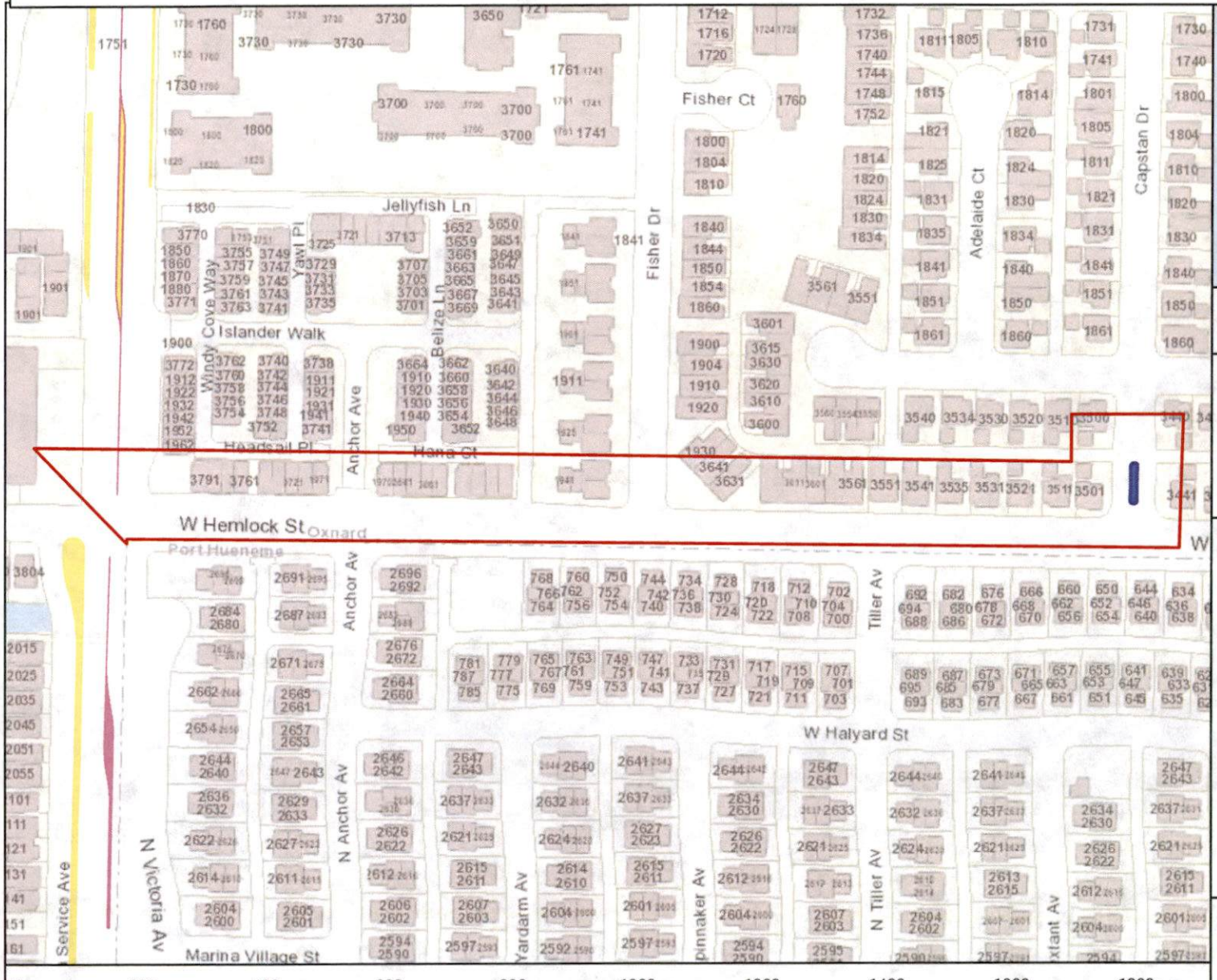
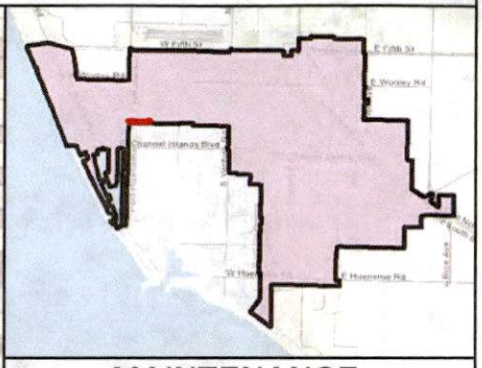
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 30 OF 27, VICTORIA 3 / HEMLOCK





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~646.91 SQ FT
~0.01 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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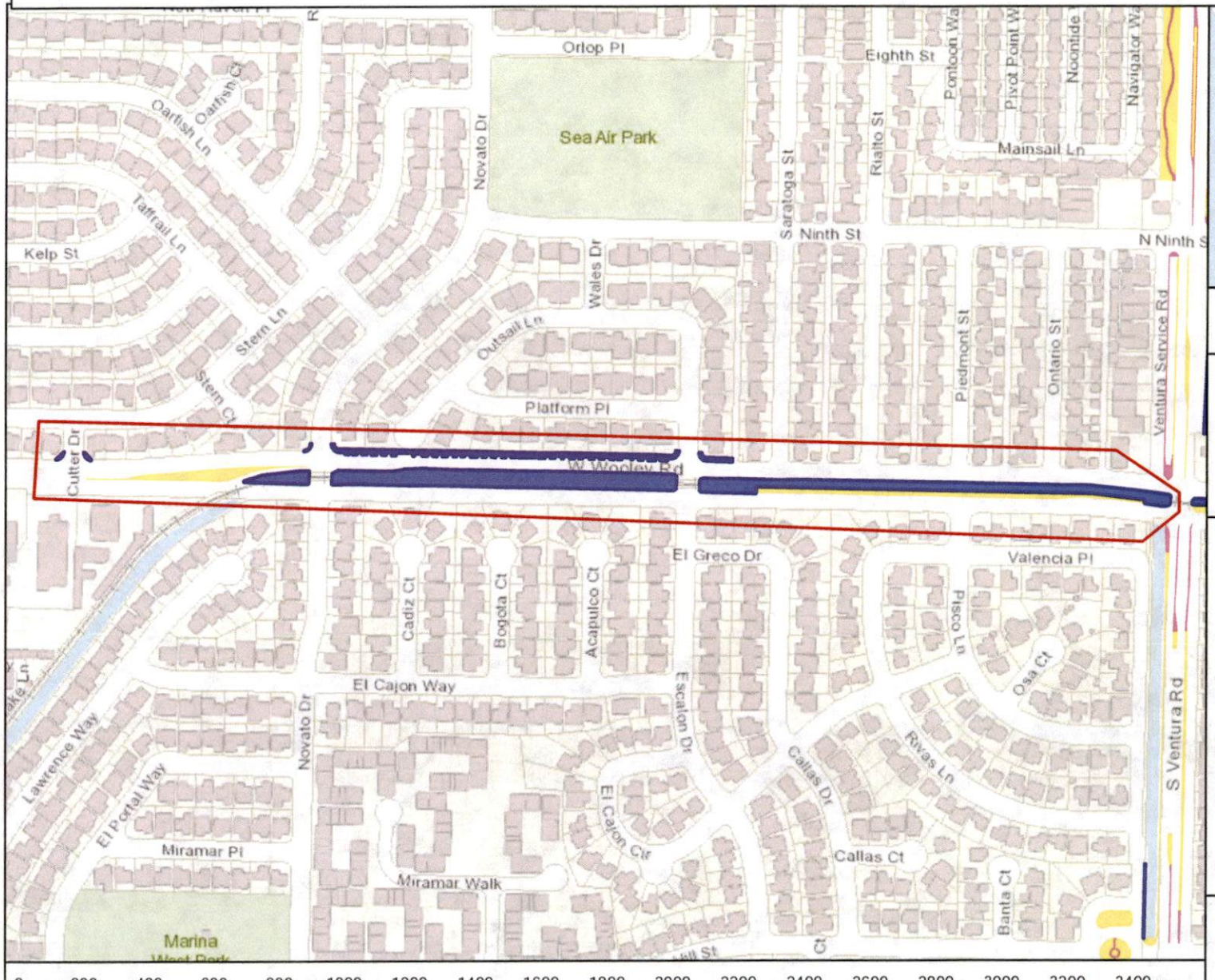
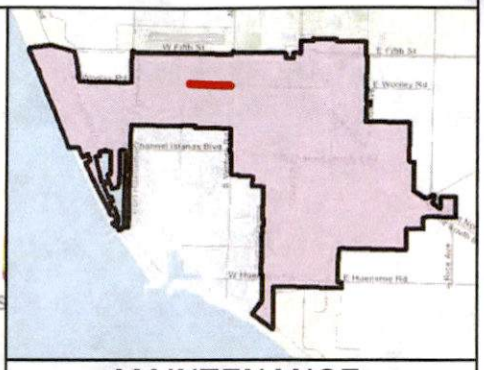
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 31 OF 27, WOOLEY 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~110,766.82 SQ FT
~2.54 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~107.47 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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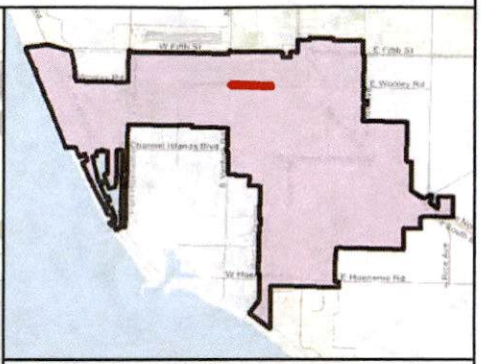
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 32 OF 27, WOOLEY 4



MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~53,118.04 SQ FT
~1.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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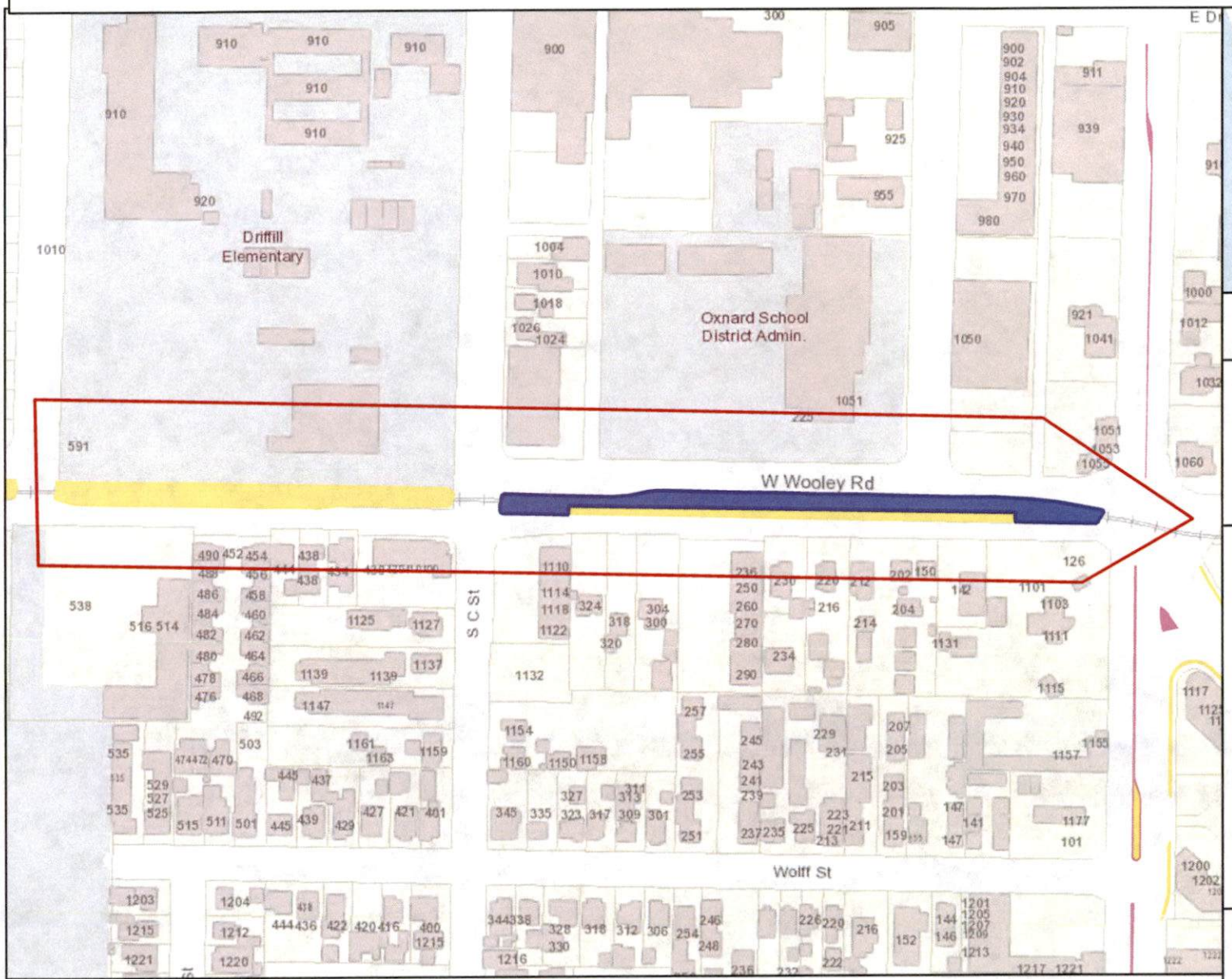
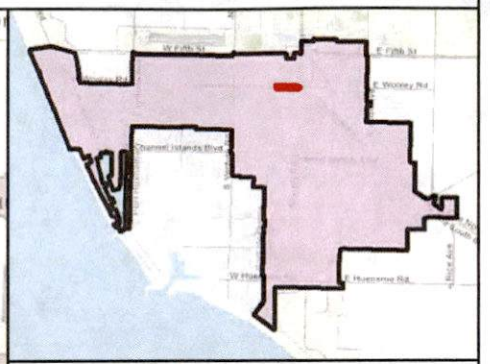
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 33 OF 27, WOOLEY 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,330.25 SQ FT
~0.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

CITY OF OXNARD CALIFORNIA

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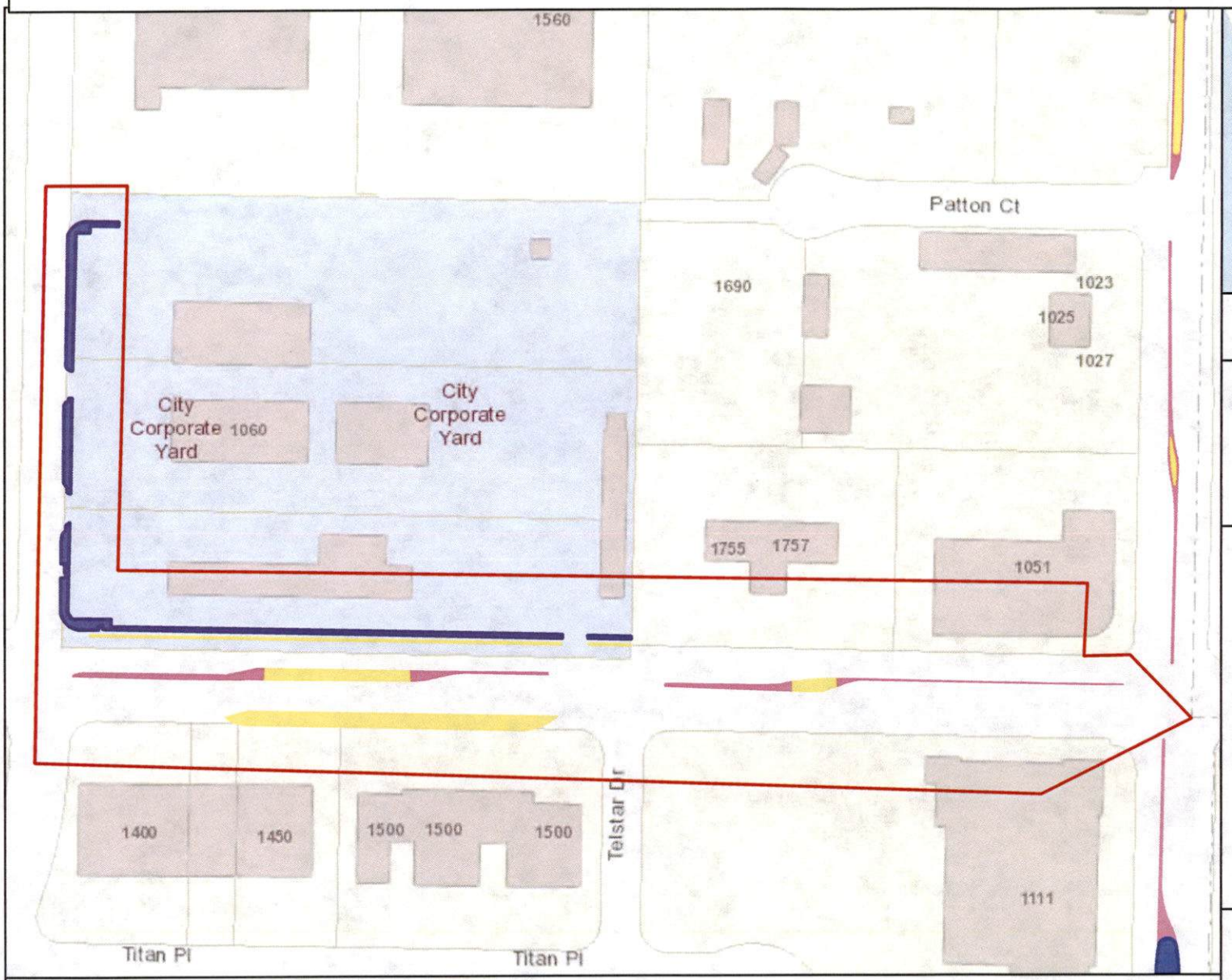
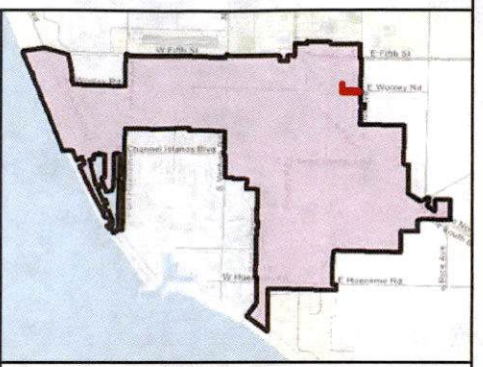
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 34 OF 27, WOOLEY 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 12.34
HARDSCAPE: 1.23

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,967.09 SQ FT
~0.18 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Landscape area to bid on
- Hardscape area to bid on
- Other Landscape
- Other Hardscape

0 200 400 600 800 1000 1200 1400 Feet

N

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

Amendments to Agreements A-8344 and A-8346 with Garcia's Landscaping Maintenance, Inc. and Agreement A-8345 with Mariposa Landscapes, Inc. for Landscape Maintenance Services within the City's Medians and Parkways

Public Works and Transportation Committee, April 23, 2024
City Council, May 21, 2024

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the:

1. Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,415,000 to $3,272,000 in Region 1;
2. Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,535,000 to 3,423,000 in Region 2; and
3. Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,575,000 to $3,272,000 in Region 3.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the:

1. Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,415,000 to $3,272,000 in Region 1;
2. Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,535,000 to 3,423,000 in Region 2; and
3. Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for a one-year extension ending June 30, 2025, and increase the current not-to-exceed amount from $2,575,000 to $3,272,000 in Region 3.

BACKGROUND

- After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide street landscapes and parks.

- On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included contracting the monthly maintenance of the median and parkway landscapes along the City's arterial streets. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

BACKGROUND

- In an effort to provide equal levels of service, the citywide street landscapes were divided into three regions with roughly equal amounts of maintenance for each of the three landscape maintenance agreements.

- Requests for Proposals (RFPs) were created to maintain each of the three regions and on June 29, 2021 City Council awarded Agreement A-8345 to Mariposa Landscapes, Inc. (Mariposa) and Agreements A-8344 and A-8346 were awarded to Garcia's Landscaping Maintenance, Inc. (Garcia's).

- Each contractor was the lowest responsive bidder for their awarded Agreement (**Attachments 4, 5, 6**).

BACKGROUND

- In October of 2021, staff and Mariposa identified areas that required clarification on the work maps for Region 2. These areas were corrected with revised work maps through the First Amendment to Agreement A-8345 (**Attachment 5**). There were no changes to the cost of the Agreement.

- In August of 2022, staff compiled a list of identified landscape areas within the City's responsibility that were not included in the original scope of work. Those additional areas were added to the scope of work in each Agreement as Amendments that were approved by the City Council on Sept. 6, 2022. Those Amendments are:

BACKGROUND

1. First Amendment to Agreement A-8344 with Garcia's increasing the not to exceed amount from $1,900,000 to $2,415,000 in Region 1 (**Attachment 4**):

Original Agreement	33.3 acres of landscape	7.4 acres of hardscape
Added First Amendment	6.0 acres of landscape	2.38 acres of hardscape
Current Total	**39.3 acres of landscape**	**9.78 acres of hardscape**

2. Second Amendment to Agreement A-8345 with Mariposa increasing the not to exceed amount from $2,125,000 to $2,535,000 in Region 2 (**Attachment 5**):

Original Agreement	31.7 acres of landscape	10 acres of hardscape
Added Second Amendment	11.76 acres of landscape	.77 acres of hardscape
Current Total	**43.46 acres of landscape**	**10.77 acres of hardscape**

3. First Amendment to Agreement A-8346 with Garcia's increasing the not to exceed amount from $2,000,0000 to $2,575,000 in Region 3 (**Attachment 6**):

Original Agreement	28.97 acres of landscape	9.03 acres of hardscape
Added First Amendment	12.34 acres of landscape	1.23 acres of hardscape
Current Total	**41.31 acres of landscape**	**10.26 acres of hardscape**

BACKGROUND

- The not to exceed amount for each Agreement includes capacity for on-call landscaping services, such as undeveloped property maintenance and roadside weed abatement, that are outside of the routine monthly services.

- This capacity was added in response to the change in the County work release program resulting in a loss of the program's services and the reduction of services that used to be provided by the City Corps Program.

DISCUSSION

Both Garcia's and Mariposa have satisfactorily maintained their awarded contract areas during the past three years with all three Agreements due to expire on June 30, 2024. Therefore, staff is requesting an Amendment to each Agreement for a one year extension that will expire on June 30, 2025. Both contractors have agreed to continue the same monthly service rates that were approved in 2022.

1. The Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service will cost $831,720 for the twice monthly services and the four year contract total amount not to exceed $3,272,000 in Region 1 (**Attachment 1**).
2. The Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for the additional one year of service will cost $861,693 for the twice monthly services and the four year contract total amount not to exceed 3,423,000 in Region 2 (**Attachment 2**).
3. The Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service will cost $899,220 for the twice monthly services and the four year contract total amount not to exceed $3,272,000 in Region 3 (**Attachment 3**).

DISCUSSION

- During the next fiscal year, staff will be revising the project specifications for each region and then re-advertise for proposals. The intention will be to have the new landscape maintenance agreements for the citywide street landscapes begin July 1, 2025.

- Staff recommends amending the existing agreements in lieu of a new bid process this time because the expected result of a bid process are higher costs due to recent inflation and other similar bid processes that have resulted in increases.

- The fact that these two contractors have agreed to keep their 2022 rates in place is a benefit to the City.

FINANCIAL IMPACT

The costs for each agreement's one-year extensions for a total increase of $2,592,633 are contained in the proposed Public Works, Parks Operations Budget, General Fund account for Fiscal Year 2024-25 for City Council's consideration.

- The Second Amendment to Agreement A-8344 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service is an increase of $831,720
- The Third Amendment to Agreement A-8345 with Mariposa Landscapes, Inc. for the additional one year of service is an increase of $861,693
- The Second Amendment to Agreement A-8346 with Garcia's Landscaping Maintenance, Inc. for the additional one year of service is an increase of $899,220

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.4

DATE: May 21, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Trade Services Agreement 32500001 with SCA of CA, LLC for Citywide Street Sweeping Services. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with SCA of CA, LLC for a not to exceed amount of $10,250,000 for a one-year term ending June 30, 2025, with an option to extend for four additional one year terms for a final expiration of June 30, 2029, for citywide street sweeping services, alleyways, parking lots, parking structures and city facilities.

(Public Works and Transportation Committee approved 3-0 on April 23, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/lNlGNEWK1so

BACKGROUND

The City contracts sweeping services for residential streets, alleyways, arterial streets, public parking lots, and various City facilities. The City is responsible for sweeping maintenance of approximately more than 21,000 curb miles annually within the community. Sweeping occurs at different intervals to clean up the streets following refuse collection and to maintain compliance with mandated permit requirements for stormwater discharge from the National Pollutant Discharge Elimination System (NPDES) issued by the State Water Resources Control Board. Street sweeping is also done to maintain and enhance the City's appearance. Currently, sweeping services are fulfilled by a third-party vendor.

Prior legislation required that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Prior law defined the term "public works" for purposes of requirements regarding the payment of prevailing wages to include construction, alteration, demolition, installation, or repair work done under contract and paid for using public funds, except as specified. Passed by the State legislation in August 2022, Assembly Bill 1886 (AB 1886) expanded the definition of "public works" to include street sweeping, as defined, maintenance performed for the routine cleaning of any publicly owned or publicly operated street, road, or highway done under contract and paid for in whole or in part out of public funds. AB 1886 imposed a state-mandated local program, which now requires the payment of prevailing wage for street sweeping. The State's Department of Industrial Relations (DIR) published the current rate of $91.25 per hour on July 1, 2023, set to increase by $4.00 per hour to $95.25 on July 1, 2024. Before AB 1886, the average wage for a street sweeper operator ranged between $25.00-$35.00.

Table 1 provides a history of vendor names, dates of service, and curb mile costs over the past 10 years.

TABLE 1

Street Sweeping Vendor History and Cost Per Curb Mile		
Vendor	**Dates**	**Curb Mile Cost**
SCA	September 2023 - June 30, 2024	$80
Venco*	October 2020 - September 2023	$28
Venco	April 2014 - March 2020	$24

*SCA acquired ownership of Venco in June 2022

DISCUSSION

The Purchasing Department released a Request for Bid (RFB) PW24-72 for the Street Sweeping Services on December 28, 2023, with a proposal due January 31, 2024. Information regarding the solicitation was posted on the City's website, in addition to www.publicpurchase.com, a public website where solicitations are posted. The RFB received a total of two bids. SCA of CA, LLC (SCA) was determined to be the lowest most responsive bidder.

Staff has confirmed that SCA meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filings with the California Secretary of State. Based upon the available information, research performed to date, and past services provided by the company to the City, staff believes that the contractor is capable of satisfactorily providing the necessary services.

SCA will provide citywide sweeping services for this agreement at $61.00 per curb mile, which includes bi-weekly sweeping of residential streets, weekly sweeping of downtown streets, bi-weekly sweeping of arterial streets, sweeping of alleyways, and sweeping of public parking areas and City facilities. Sweeping is an effective method of preventing trash, plant debris, and sediment from entering the City's storm drain system. Residential sweeping days are generally the next business day after the refuse collection schedule. SCA will also be responsible for on-call emergency sweeping needs, such as spills in the roadway and traffic collisions.

SCOPE OF SERVICES (Summary)

SCA will be responsible for providing all labor, equipment, and disposal necessary to perform sweeping services for residential, industrial, commercial, and arterial streets on a Weekly, Monthly, or On-Call basis, including but not limited to:

- Sweeping all arterial, collector, industrial, residential, and commercial streets; including but not limited to alleys, cul-de-sacs, parking lots, and median island curbs;
- Removals of large debris (cardboard, palm fronds, rocks, etc.);
- Disposal of collected sweeping debris;
- Providing additional sweeping services for special events and emergencies.

Per the National Pollutant Discharge Elimination System (NPDES) Permit the Streets and Road Pollutant Management section defines streets to be maintained in Table 2:

Table 2

The City shall designate streets and/or street segments within its jurisdiction as one of the following:	
Priority A	Streets and/or street segments that are designated as consistently generating the highest volumes of trash and/or debris.

Priority B	Streets and/or street segments that are designated as consistently generating moderate volumes of trash and/or debris.
Priority C	Streets and/or street segments that are designated as consistently generating low volumes of trash and/or debris.
The City shall perform street sweeping of curbed streets according to the following schedule:	
Priority A	Streets and/or street segments that are designated as Priority A shall be swept at least two times per month.
Priority B	Streets and/or street segments that are designated as Priority B shall be swept at least two times per month.
Priority C	Streets and/or street segments that are designated as Priority C shall be swept as necessary but in no case less than once per year.

Street sweeping activities shall comply with the State of California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105. Additional curb miles may be added to the scope of work to include an additional day of street sweeping at areas within the City limits of Oxnard, see map. There will also be specific locations To Be Determined (TBD) that may be added as needed.

Curb Mileage

Where curb mileage is listed in these specifications, the numbers are estimates. SCA will verify as to the quantities and scope of work, to be reviewed by City staff. The contract curb mileage shall be calculated based on the City's Geographical Information System (GIS) data. There are approximately 21,256 curb miles to be swept annually. The chart below identifies the current curb mile types and frequencies swept. See attached Agreement for a general map of the street categories listed in the table below:

Table 3

CITY of Oxnard Street Sweeping Agreement	**Annual Number of Sweeps**	**Total Curb Miles Per Sweep**	**Total Curb Miles Per Month**	**Total Annual Curb Miles**
Residential/Restricted *Bi-Weekly*	24	590	1,180	~ 14,160
Less: No Residential/Restricted Sweeping *(Holiday Weeks)*	10 Holiday Weeks		(295)	(2,950)
Alleyways: *Monthly*	15	146	146	~ 2190
Arterial - *Bi-Weekly*	24	310	620	7,440
Downtown - *Weekly*	52	8	32	416

Total Annual Curb Miles				~ 21,256

Residential/Restricted Streets

Residential City streets are swept twice a month. Street sweeping will take place within the areas designated by the established routes. Some street sweeping routes are posted with 'no parking' signs stating the day of the week and time the street will be swept. These routes are designed with time limits to allow enough time for the sweeper to complete the miles assigned to a specific route, which vary in length. SCA will be responsible for reporting on the efficiency of residential areas not posted for street sweeping. City staff will evaluate these locations and determine whether or not street sweeping signs may be posted based on the accessibility of the curb. There is no street sweeping on the weeks of a City holiday.

Arterial Streets

Arterial streets within the City consist of approximately 620 curb miles/month. SCA will be responsible for adhering to the time restrictions stipulated in the sweeping schedule. Arterial streets are to be swept twice per month on a bi-weekly schedule. SCA will provide a professional digitally rendered map displaying the proposed arterial street sweeping routes and schedule to the Manager, or his/her designee. Arterial sweeping routes must be mutually agreed upon by SCA and the Manager, or his/her designee, before commencing arterial street sweeping.

Alleyways

Alleyways within the City consist of approximately 146 curb miles/month. Alleyways are to be swept once per month. SCA and Manager, or his/her designee, shall create a mutually agreed upon alleyway sweeping schedule which will be made available for public distribution. Alleyway sweeping routes must be mutually agreed upon, before commencing alleyway street sweeping. Subsequent alleyway route changes and modifications must be approved and mutually agreed upon. Previously, alleyways were swept the fifth week of the month and not all alleys were swept monthly.

Downtown

The City's downtown area consists of approximately 8 curb miles. The downtown area is to be swept weekly during the weekend and Mondays and Fridays during hours between 2:00 a.m. and 6:00 a.m.

Medians

Street sweeping of median curbs is scheduled weekly on Tuesdays, except for City observed holidays. Street medians that are inaccessible due to high vehicle traffic shall be swept before 6:00 a.m. Median mileage is calculated in the total curb mileage.

Water and Dust Control

SCA shall ensure adequate water is utilized at all times to maximize dust control and maintain dustless conditions while sweeping. Best management practices shall be used at all times. SCA shall make arrangements with the City’s Department of Billing & Licensing and complete a Fire Hydrant Meter Application. SCA shall utilize this account to access the City’s fire hydrants and hydrant meter(s) to obtain water necessary for the execution of the contract. SCA shall be responsible for all invoices incurred during the term of this agreement.

A. SCA shall obtain water services from the City, for the water necessary for said street sweeping operations. The cost of the metered water shall be borne by the SCA and is included in the agreement costs;

B. SCA shall not discharge liquid waste from the sweeper units onto City streets or into the storm drain system;

Parking Enforcement Program

The Parking Enforcement Program, in designated areas with proper signage, is a collaboration with Oxnard Police Department, City staff, and SCA to discourage parking on the street on sweeping days. The program intends to clean streets more efficiently and access the curb while keeping the City compliant with provisions of the NPDES requirements. Debris must be removed for community aesthetics and to aid the City's compliance. These requirements regulate water pollution, especially pollution that enters the ocean through storm drains.

Parking enforcement officers can cite vehicles for parking during posted street sweeping hours. There is no parking enforcement on the weeks of a City holiday. SCA shall supervise the restricted parking enforcement program, and coordinate with the Police Department for enforcement times for sweeping the restricted areas. SCA shall have adequate personnel and equipment available to meet the posted times in all restricted parking areas within the City.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with SCA shall not exceed $10,250,000 over a possible term of five years, if extended through June 30, 2029. This Agreement will be funded from various funds and year one will be included in the FY 2024-25 Proposed Budget for City Council's consideration. Subsequent year allocations will be requested during the annual budget process.

SCA Street Sweeping Estimated Spending Plan							
Program	**Account**	**FY 25**	**FY 26**	**FY 27**	**FY 28**	**FY 29**	**Totals**
Facilities	7353740-53200	$68,500	$72,000	$73,500	$75,000	$77,500	$366,500
Water	6013600-53200	$1,200	$1,350	$1,400	$1,400	$1,350	$6,700
Waste Water	6113614-53200	$1,200	$1,350	$1,400	$1,400	$1,350	$6,700
OTC	90403201-53200	$1,200	$1,350	$1,400	$1,400	$1,350	$6,700
ER	6313630-53200	$117,000	$121,000	$124,500	$128,000	$132,500	$623,000
General Fund	1013451-53200	$1,257,000	$1,303,000	$1,351,000	$1,450,000	$1,400,000	$6,761,000
State Gas Tax	1813401-53200	$300,000	$300,000	$300,000	$300,000	$300,000	$1,500,000
As Needed	Various	$185,000	$190,500	$196,000	$206,400	$201,500	$979,400
TOTAL		**$1,931,100**	**$1,990,550**	**$2,049,200**	**$2,163,600**	**$2,115,550**	**$10,250,000**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. Agreement #32500001
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND SCA OF CA, LLC

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of SCA OF CA, LLC, ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. Citywide street sweeping services for various locations (streets, alleyways, parking lots, and City facilities).

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

SCA OF CA, LLC ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 4141 Rockside Rd., Suite 100, Cleveland, Ohio 44131.

3. TERM OF AGREEMENT: From: July 1, 2024 To: June 30, 2025

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year! extensions, in accordance with the scope of work and general terms and conditions! of the Trade Services Agreement. Any price increases or decreases shall be! negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not! exceed a total of five (5) years. The CITY in its sole discretion may exercise the! optional extension upon 60 days written notice to the SERVICE PROVIDER in! accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue! its written consent to the CITY's exercise of the option extension within 10 days of! receipt of notice from the CITY. All Notices shall comply with Section 20 of this! Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall! be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $10,250,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification
Exhibit G: Parking Lot Location Maps
Exhibit H: Street Sweeping Location Maps

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Eric Zetz	Name: Mike Justice
Title: Maintenance Operations Manager	Title: Branch Manager
Phone: 805-385-7957	Phone: 805-201-0040
Email: Eric.Zetz@oxnard.org	Email: mjustice@sweepingcorp.com
Mailing Address: 111 S. Del Norte Blvd Oxnard, CA 93030	Mailing Address: 2400 Eastman Ave., Oxnard, CA 93030

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of

those Services, and total amount due for the month. Invoices may be emailed to: **invoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of

this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this

Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE

PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers,

employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and

representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. **Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall

be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed

and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so

modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Rose Chaparro, CITY Clerk Date
(Only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Attorney (always required) 3/15/2024 Date

SCA OF CA, LLC

DocuSigned by: Gerry Kesselring 3/11/2024
Gerry Kesselring, Date
President

DocuSigned by: Brad Becker 3/11/2024
Brad Becker, Date
Regional Vice President[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)

SCOPE OF SERVICES

PROJECT MANAGER: Eric Zetz / 805.385.7957 / eric.zetz@oxnard.org

Description of Work

The work covered by this contract consists of furnishing all labor, equipment, materials and supervision to perform all work necessary to clean streets at designated locations within the CITY of Oxnard, as shown on the provided street sweeping maps. In addition to sweeping all curbs, the service provider shall sweep all bicycle lanes, curb-protected bike paths (less than normal 12' lane width), raised medians and raised "pork chop" pedestrian refuge islands/right turn slip lanes, interior left turn lanes, lanes adjacent to median lanes and traffic calming islands, intersections, and corners including curb returns and drainage structure inlets from any cross street intersecting the subject street.

Manual Sweep/land Work Requirements Obstructions in the sweeping path that can be removed by hand shall be placed in the hopper of the sweeper by the sweeper operator before sweeping.

The service provider shall immediately call and report to the CITY's Division Manager or his/her designee, the nature and location of immovable objects that are in the sweeping path. Small diameter cul-de-sacs and/or bulb-outs within the sweeping routes where the gutter broom cannot reach the flowline must be swept by hand. Additionally, all grooved cross-gutters where the gutter broom cannot reach the debris within the grooves shall be swept by hand.

The service provider will manually remove debris located inside all drainage structures within six (6) inches from face of opening.

The service provider will manually sweep or blow debris from and clean the tops of all of the CITY's raised concrete medians (non-landscaped) medians and raised "pork chop" pedestrian refuge islands/right tum slip lanes, now existing or added during the term, once per month. In addition, the service provider shall manually sweep or blow debris from all pedestrian walkways and truncated domes located within pork-chop and pedestrian refuge islands/right turn slip lanes and bulb-outs.

Definitions

“CITY" means the CITY of Oxnard, a municipal corporation and General Law CITY, and all the territory lying within the municipal boundaries of CITY as presently existing or as such or as such boundaries may be modified during the term of this Agreement.

"Curb Mile" means one mile of CITY Street from the face of the curb, extending out onto the street with the width of the sweeper. In the case of streets or other roadways that do not have curbs, one curb mile would be one mile down the center of the roadway, the width of the sweeper.

"Drainage Structure Inlets" means all faces of low-flow boxes, catch basins, and storm drain drop inlets.

“Other" means raised medians, painted medians and gores, traffic islands, and directional raised Islands.

"Parking Enforcement Program" refers to CITY Police Department personnel who are assigned to parking enforcement and follow parking enforcement program procedures that may result in the issuance of parking citations, given by the CITY Police Department.

"Pork-Chop Pedestrian Island" refers to islands that are triangular raised islands placed between a right-turn slip lane and through-travel lanes. They channelize vehicular traffic and provide a refuge for pedestrians crossing a roadway, where they can wait for a suitable gap in traffic or for the WALK phase of a pedestrian signal.

Scope of Work

The service provider shall be responsible for providing all labor, equipment, and disposal necessary to perform street sweeping services for residential, industrial, commercial, and arterial on a Weekly, Monthly, or On-Call basis, including but not limited to:

- Sweeping all arterial, collector, industrial, residential, and commercial streets; including but not limited to: alleys, cul-de-sacs, parking lots and Median island curbs;
- Removals of large debris (cardboard, palm fronds, rocks, etc.);
- Disposal of collected sweeping debris;
- Providing additional sweeping services for special events and emergencies.

Per the Municipal Separate Storm Sewer System National Pollutant Discharge Elimination System Permit the Streets and Road Pollutant Management section defines streets to be maintained in the following way:

The City shall designate streets and/or street segments within its jurisdiction as one of the following:	
Priority A	Streets and/or street segments that are designated as consistently generating the highest volumes of trash and/or debris.
Priority B	Streets and/or street segments that are designated as consistently generating moderate volumes of trash and/or debris.
Priority C	Streets and/or street segments that are designated as consistently generating low volumes of trash and/or debris.
The City shall perform street sweeping of curbed streets according to the following schedule:	
Priority A	Streets and/or street segments that are designated as Priority A shall be swept at least two times per month.
Priority B	Streets and/or street segments that are designated as Priority B shall be swept at least two times per month.
Priority C	Streets and/or street segments that are designated as Priority C shall be swept as necessary but in no case less than once per year.

Street sweeping activities shall comply with the State of California- California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105. As such, additional curb miles may be added to the scope of work to include an additional day of street sweeping

at areas within the City limits of Oxnard, see map. There will also be specific locations To Be Determined (TBD) that may be added as needed. Frequency of street sweeping (including parking lot sweeping frequencies) may be adjusted as needed to comply with City business needs and compliance with the MS4 NPDES Permit. These changes shall be approved by the Environmental Resources Division Manager, or his/her designee

For regulatory information see the State of California- California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105 https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/public_docs/2022/1_Order(ACC-RPSignature).pdf

Curb Mileage

Where curb mileage is listed in these specifications, the numbers are estimates. The service provider shall satisfy itself as to the quantities and scope of work. The contract curb mileage shall be calculated based on CITY's Geographical Information System data. CITY currently has approximately 21,256 curb miles swept annually. The chart below identifies the current curb mile types and frequencies swept. See Attachment No. 1 for a general map of the street categories listed below.

CITY of Oxnard Street Sweeping Agreement	**Annual Number of Sweeps**	**Total Curb Miles Per Sweep**	**Total Curb Miles Per Month**	**Total Annual Curb Miles**
Residential/Restricted *Bi-Weekly*	24	590	1,180	~ 14,160
Less: No Residential/Restricted Sweeping *(Holiday Weeks)*	10 Holiday Weeks		(295)	(2,950)
Alleyways: *Monthly*	15	146	146	~ 2190
Arterial - *Bi-Weekly*	24	310	620	7,440
Downtown - *Weekly*	52	8	32	416
Total Annual Curb Miles				~ 21,256

Residential/Restricted Streets

For street sweeping purposes, the residential streets in the CITY have been converted to four street sweeping routes that follow the weekly municipal solid waste collection routes, and alternating sides of the street with no residential street sweeping on a week with a CITY observed holiday (see **Holidays** for observed holidays). Street sweeping will take place within the areas designated by the established four routes. The service provider is required to meet all posted times for sweeping.

Under the Division Manager, or his/her designee's direction, the service provider shall supervise the restricted parking enforcement program, coordinate the Police Department cadets for CITY's enforcement times for sweeping the restricted areas, and communicate directly with the public regarding all aspects of the program. The service provider's personnel shall be fully versed in all aspects of coordinating a street sweeping restricted parking program. All aspects of the program must be supervised in the field. Under the

direction of the Division Manager, or his/her designee, the service provider shall coordinate street sweeping and enforcement with the Police Department, Public Works Department, and service provider's staff. The service provider shall have adequate personnel and equipment available to meet the posted times in all restricted parking areas within the CITY.

In the event the service provider's supervisor determines a posted restricted time window will not be met, additional equipment shall be dispatched immediately to adhere to the posted times.

Arterial Streets

Arterial streets within the CITY consist of approximately 618 curb miles. The service provider shall be responsible for adhering to the time restrictions stipulated in the **Sweeping Schedule**. Arterial streets are to be swept twice per month on a bi-weekly schedule. The service provider shall provide a professional digitally rendered map displaying the proposed arterial street sweeping routes and schedule to the Division Manager, or his/her designee. Arterial sweeping routes must be mutually agreed upon by the service provider and the Division Manager, or his/her designee, prior to commencing arterial street sweeping. Subsequent alleyway route changes and modifications must be approved and mutually agreed upon by the service provider and the Division Manager, or his/her designee.

Alleyways

Alleyways within the CITY consist of approximately 134 curb miles. Alleyways are to be swept once per month (during the 5th week of every month and on holiday weeks when Residential sweeping is suspended - delete). Prior to the start of a new calendar year, the service provider and Division Manager, or his/her designee, shall create a mutually agreed upon alleyway sweeping schedule which will be made available for public distribution. Alleyway sweeping routes must be mutually agreed upon by the service provider and the Division Manager, or his/her designee, prior to commencing alleyway street sweeping. Subsequent alleyway route changes and modifications must be approved and mutually agreed upon by the service provider and Division Manager, or his/her designee.

Downtown

The CITY Downtown area consists of approximately 7.7 curb miles. The downtown area is to be swept weekly during the weekend (Mondays and Fridays between the hours of 2:00 a.m. and 6:00 a.m.) according to the posted time restrictions.

Medians

The service provider shall be responsible for street sweeping median curbs weekly on Tuesdays, except for City observed holidays. Street medians that are inaccessible due to high vehicle traffic shall be swept before 6:00 a.m. Median mileage is calculated in the total curb mileage listed in the Curb Mileage table.

Routing

A map delineating the established four residential/restricted sweeping routes, which follow the current residential waste collection routes, will be provided to the service provider, upon award of the contract. When requested, The Service provider shall provide complete and comprehensive street-sweeping routing services as a part of the Agreement. This service shall include comprehensive planning for and routing of all existing and future street sweeping routes and all added curb miles resulting from new development. The service provider shall provide comprehensive professional digitally-rendered color-coded maps of new routes indicating the posted streets, the restricted time window for each side of the street, and the route starting

point. The Division Manager, or his/her designee, shall approve all street sweeping rerouting prior to a change in routing.

Sweeping routes will in all cases follow the day after the solid waste collection schedule. CITY reserves the right to limit the number of curb miles projected per route in residential restricted and non-restricted parking.

Sweeping Method

Street sweeping shall be performed in accordance with accepted standards for routine and emergency municipal street cleaning. This is intended to be a "*Clean Sweep*" program and not a "*Single Pass*" program. When necessary for proper cleaning, the service provider shall make more than one pass on a street without extra charge. Such extra passes may include, but shall not be limited to, the cleaning of dirt, sand, and other debris from street centerlines and pavement markings. The service provider shall immediately respond when notified by the City to re-sweep unsatisfactory areas at no additional charge. Sweeping will generally require one pass over an area with the left and/or right gutter brooms and pickup broom or pickup head in contact with the surface being swept at all times. A minimum width of eight feet shall be cleaned with each sweeper pass as measured from the curb face to the centerline of the street. Where debris or other conditions warrant, the service provider will make sufficient passes to clean the entire street and shall immediately respond when notified by the CITY to re-sweep unsatisfactory areas at no additional charge.

Cross gutters, turn pockets, painted medians, median "bull noses," and intersections are considered part of the curb mileage and are to be swept along with the curb line on each sweeping route. The downtown sweeping route has parking areas inaccessible to the street sweeper due to landscape planters. These corners are to be cleaned by hand during the weekly sweeping operation. Street sweeping equipment manufacturer speeds shall be followed when brooms are lowered so as to maximize debris removal from CITY streets, and to maintain and clean the CITY streets, as conditions warrant thoroughly. (At no time shall the sweeping speed exceed six miles per hour. - delete and replace)

The service provider shall operate the street sweepers at a speed of not more than five (5) miles-per-hour in residential areas, and not more than eight (8) miles-per-hour in commercial areas, when sweeping or when the sweeper brooms are down; the service provider shall not exceed eighty-percent (80%) of the manufacturer's recommendation. CITY will use industry standards, and Environmental Protection Agency information to ensure proper protocols are followed.

Non-Sweepable items that impede sweeping operations, which include, but are not limited to: palm fronds, rocks, trash and debris shall be removed from the sweeping path and properly disposed of by the operator rather than driving around them. Items that impede sweeping and are immovable such as construction debris and impaired vertical or horizontal clearance by tree limbs shall be reported to CITY immediately for correction. The service provider is not responsible for areas missed due to parked cars or other personal property. Sweeper operators shall immediately report to the service provider and to the CITY all illicit discharges observed during routes. The service provider shall train all operators to recognize illicit discharges and storm water pollution sources prior to work as street operators and annually thereafter, using CITY-approved training materials. Such training shall be documented for review by the CITY.

In areas where drainage is a problem, The service provider shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street during the sweeping operation. If standing water is over the top of the curb, then service provider shall not be required to sweep that specific area. Sweeper operators shall report drainage problems to the service provider and City on a monthly basis, or as deemed appropriate by the service provider.

Where obstructions impede the sweeping operation (such as rocks, palm fronds, and other objects that can be handled by the sweeper operator and/or field supervisor), The service provider shall remove these items by hand rather than driving around these items. Items that are too large to be manually put into the sweeper's hopper, such as discarded furniture or other large bulky items or items that obstruct the sweeping route, such as tree branches or basketball hoops, must be reported immediately to the Division Manager, or his/her designee, and documented on the daily obstruction report for removal by CITY. The service provider is not required to sweep "unsweepable" debris. The Division Manager, or his/her designee, shall determine if an "unsweepable" condition exists.

In areas where drainage is a problem, the service provider shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street as a result of the sweeping operation. Such extra passes may include, but shall not be limited to, cleaning of debris from street centerlines and pavement markings.

The service provider shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. The service provider shall notify the CITY of any leaks or spills reported to the service provider or observed by any employee of the service provider. The service provider shall ensure that leaks or spills are remediated within two (2) hours of notification or observation. The service provider shall notify the CITY immediately upon remediation of leaks or spills. No pollutant that leaks, spills, or otherwise escapes from any service provider vehicle may be washed into a storm drain or otherwise allowed to enter a storm drain at any time. The service provider must take all measures necessary to prevent the discharge of any such pollutant into a storm drain. All NPDES dry-cleaning measures shall be complied with. All sweepers must be equipped with absorbent for such cleanup efforts. The service provider shall provide photographic evidence to the CITY for each cleanup. Payment of liquidated damages for failure to clean up leaks or spills within the required timeframe and/or for failure to follow the cleanup procedures does not excuse the service provider from the cleanup requirements listed above.

Parking Enforcement Program

The CITY has a Parking Enforcement Program to discourage parking on the street on sweeping days. The street sweeper operator shall be in constant communication with the parking enforcement officer and will need to stop when directed to do so. The street sweeper shall sweep the route per the CITY’s direction. The CITY may use a Parking Control Officer to cite vehicles for parking during
street sweeping hours. The service provider shall coordinate his sweeping activities with the Parking Control Officer. All costs for coordination are the responsibility of the service provider, and no additional compensation will be allowed.

Under the Division Manager, or his/her designee’s direction, the service provider shall supervise the restricted parking enforcement program, coordinate the Police Department cadets for CITY's enforcement times for sweeping the restricted areas, and communicate directly with the public regarding all aspects of the program. The service provider's personnel shall be fully versed in all aspects of coordinating a street sweeping restricted parking program. All aspects of the program must be supervised in the field. Under the direction of the Division Manager, or his/her designee, the service provider shall coordinate street sweeping and enforcement with the Police Department, Public Works Department, and service provider's staff. The service provider shall have adequate personnel and equipment available to meet the posted times in all restricted parking areas within the CITY.

Parking Facilities Maintenance

Permittee-owned parking lots exposed to stormwater shall be inspected at least twice per month. If debris and/or oil is observed during the inspection, the parking lot shall be cleaned. At a minimum, parking lots must be cleaned once per month.

Water and Dust Control

The service provider shall ensure adequate water is used at all times to maximize dust control and maintain dustless conditions while sweeping. Best management practices shall be used at all times. The service provider shall make arrangements with the CITY's Department of Billing & Licensing and complete a Fire Hydrant Meter Application. The service provider shall utilize this account to access the CITY's fire hydrants and hydrant meter(s) to obtain water necessary for the execution of the contract. The service provider shall be responsible for all invoices incurred during the term of this agreement.

A. The service provider shall obtain water services from the CITY, for the water necessary for said street sweeping operations. The cost of the metered water shall be borne by the service provider;

B. The service provider shall not discharge liquid waste from the sweeper units onto CITY streets or into the storms drain system;

C. Washing of sweepers on any property located within the CITY is strictly prohibited. All washing of sweeper units shall comply with all local, State and Federal regulations. The service provider shall implement best management practices when loading water into the street sweepers to prevent any overflow/potable water discharges into the storm drain system. Best Management Practice means the collection of written activities, practices, policies and procedures prepared and proposed by a responsible party, and then approved by the Public Works Director or designee, to prevent or reduce, to the maximum extent that is technologically and economically feasible, the discharge of pollutants to the storm drain system which might be generated from any site in CITY.

Deficiencies of Corrections

CITY may also make regular unannounced inspections of Street Sweeping locations and if a swept area is deemed to be below acceptable performance standards, the substandard section shall be re-swept within one (1) Work Day of notification. The service provider shall re-sweep at their own expense. CITY shall be notified of the completed re-sweep.

Weather and Hazardous Conditions

When inclement weather or hazardous conditions such as traffic accidents, flooding, demolition, construction, hazardous spills, natural catastrophes, or related incidents interrupt the regular street sweeping schedule, sweeping services are subject to change. Depending on weather conditions sweeping services shall be canceled at the CITY's Division Manager or his/her designee's discretion, according to the following schedule:

Type	Notification (no later than):
Morning Route	6:00 a.m.
Afternoon Route	11:30 a.m.

The service provider will not be paid for the curb miles not swept. Street sweeping operations shall resume as scheduled as soon as weather or conditions permit.

Sweeping Schedule

Residential/Restricted Streets:

All Residential/Restricted streets are swept following one of eight (8) established bi-weekly sweeping schedules as listed below. Schedules are subject to change at any time at the CITY's Division Manager, or his/her designee's discretion and will be updated as needed throughout the Agreement term.

DAY OF THE WEEK	WEEK OF THE MONTH
Tuesday	Weeks 1 and 3
Tuesday	Weeks 2 and 4
Wednesday	Weeks 1 and 3
Wednesday	Weeks 2 and 4
Thursday	Weeks 1 and 3
Thursday	Weeks 2 and 4
Friday	Weeks 1 and 3
Friday	Weeks 2 and 4

Streets and alleys posted and not posted shall be swept as follows:

- Residential 8:00 a.m. to 4:30 p.m.
- Arterials/Downtown 11:00 p.m. to 6:00 a.m.

The service provider shall have sufficient staff and equipment to meet all sweeping schedules. In the event of an emergency, the service provider shall have additional personnel and equipment to dispatch to the scene of the incident. The service provider shall not remove a sweeper from an established route to meet an emergency need. Requests for emergency services must be responded to within thirty-minutes (30-min) during Monday through Friday, 7:00 a.m. to 5:00 p.m., and within one-hour (1-hr) any other time, including weekends and holidays. Rates charged for emergency/after-hours sweeping will be at the rates quoted as shown in the Rates and Costs Exhibit. In a week with a CITY observed holiday, the service provider shall not sweep residential streets on any day in that week that occurs on and after the holiday, and respective curb miles shall not be billed to CITY. Arterial, downtown, and parking lot routes will adjust the schedule to accommodate the holiday.

Holidays
The CITY observes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Day (Third Monday in January) and
- Presidents Day (Third Monday in February)
- Cesar Chavez Day (March 31st),
- Memorial Day (Last Monday in May),
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (the fourth Thursday in November)
- Day After Thanksgiving Day (the fourth Friday in November)
- Christmas Day (December 25th)

Inspection

All work performed pursuant to this contract will be inspected by the Division Manager, or his/her designee, which includes GPS monitoring. Streets not cleaned and left with sweepable debris such as sand, dirt, vegetation, sludge, and refuse shall be re-swept at no additional cost to the CITY. Incomplete sweeping of established routes three times in any thirty-day period shall be grounds for termination of this Agreement.

Equipment

The service provider shall provide a list of equipment to be used, including make, model, year, and quantity. Sweeping equipment used to perform the work on this contract shall be properly maintained and in properly working condition. The service provider is responsible for ensuring the fleet is operational, properly maintained, and is compliant with all local, state, and federal requirements. CITY shall not provide storage facilities for service provider's equipment or operations gear. The service provider shall provide all necessary facilities for the storage of equipment, parts, supplies, and equipment maintenance as required to perform the services under this Agreement.

Debris Disposal

Debris disposal is the responsibility of the service provider and must comply with all applicable discharge requirements according to local, state, and federal limits. The CITY's Storm Water Group shall pay the direct tonnage fees for debris collected by the service provider from residential, alleyways, downtown, arterials, industrial, and commercial areas, medians, and parking lots swept by the service provider. Weigh tickets shall be mailed from the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), located at 111 South Del Norte Boulevard in Oxnard, to the CITY of Oxnard – Storm Water Division, 6001 Perkins Road, Oxnard, CA 93033.

For special on-call sweeping services that require roll-off containers for disposing and containing sweeping debris, the service provider shall use roll-off containers provided by the CITY's Environmental Resources Division. The service provider shall contact the CITY's Environmental Resources Division for the order of placement, removal, and emptying of the roll-off container. The management of and the costs associated with the roll-off containers is the responsibility of the service provider. Rates for the use of roll-off containers are listed in the CITY Ordinance that establishes solid waste system user fees and charges. The service provider can call the CITY Environmental Resources Division for further details of rates for roll-off containers. Arrangements for the daily roll-off container placement and pickup shall be made twenty-four hours in advance, and roll-off containers shall not be permitted to remain overnight. Debris that accumulates around the roll-off container during the dumping operation shall be swept within two hours of the container

being removed by CITY's Environmental Resources Division. No debris shall be placed into the roll-off container except that generated by the sweeping operations pursuant to this Agreement.

Environmental Resources Division will mail weigh tickets associated with the street sweeping Agreement to CITY's Wastewater Division for reimbursement of street sweeping debris received by the Environmental Resources Division.

Watershed Management Program

Street sweeping activities shall comply with the State of California - California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105. As such, additional curb miles will be added to the scope of work to include an additional day of street sweeping at areas within the City limits of Oxnard, see map. There will also be specific locations To Be Determined (TBD) that will be added as needed. These limits shall be approved by the Environmental Resources Division Manager, or his/her designee

For regulatory information see the State of California- California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105
https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/public_docs/2022/1_Order(ACC-RPSignature).pdf

Parking Lots

Parking lots swept will be thoroughly cleaned. Areas inaccessible to the sweeper shall be cleaned using a vacuum or blower device. All debris shall be picked up by the sweeper unit and disposed of at the CITY's expense. Street sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation and any and all other debris that accumulates between scheduled sweeping days. Street sweeping shall take place at times when the parking lots are vacant or least occupied. Frequency of street sweeping (including park lot sweeping frequencies) may be adjusted as needed to comply with City business needs and compliance with the MS4 NPDES Permit. These changes shall be approved by the Environmental Resources Division Manager, or his/her designee

Reference page 74 of the State of California- California Regional Water Quality Control Board Los Angeles Region Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105
https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/public_docs/2022/1_Order(ACC-RPSignature).pdf

Del Norte Regional Recycling and Transfer Station (Del Norte Facility) and Surrounding Streets

The site at the Del Norte Facility located at 111 South Del Norte Boulevard in Oxnard and the streets of Del Norte Boulevard and Sturgis Road that bound the Del Norte Facility shall be swept and thoroughly cleaned. Sweeping at the Del Norte Facility shall occur daily, Monday through Saturday, during closing hours from 5:00 p.m. to 5:30 a.m. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Service frequency may be adjusted occasionally, and special on-call spot sweeps shall be ordered by the Division Manager or his/her designee, as needed.

Daily sweeping shall occur Monday through Saturday on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street.

Frequency of street sweeping may be adjusted as needed to comply with City business needs and compliance with the MS4 NPDES Permit. These changes shall be approved by the Environmental Resources Division Manager, or his/her designee

Heavy Sweeping Conditions

CITY has several areas that are adjacent to the beach. Sand accumulates in these areas that exceed the capability of standard street sweeping equipment. When this condition occurs, the service provider shall make arrangements to remove the heavy accumulation of sand at a cost to the CITY. CITY will pay only for the cost of the heavy equipment used for sand removal. Division Manager, or his/her designee, must review and approve the proposed cost and schedule of work prior to the start of sand cleanup. The charge to the CITY must be backed up by supporting documentation in the form of an itemized quote or price schedule. As an alternative, CITY may elect to remove the heavy accumulations of sand utilizing CITY personnel and equipment at no penalty to the service provider. In any event, it is the service provider's responsibility to sweep all sand from the beach area streets within the established sweeping schedule.

The service provider shall have sufficient personnel and equipment available at all times to meet the demands of the beach area sweeping requirements.

The service provider, at no additional cost to CITY, shall supply personnel to place CITY-supplied temporary "No Parking" signs on all beach area streets forty-eight hours prior to any heavy equipment sand removal operations. The Division Manager, or his/her designee, shall be the sole judge as to whether the conditions warrant additional heavy equipment for sand removal.

The service provider is responsible for sweeping these beach areas from curb line to curb line, including intersections and cross gutters, each scheduled sweeping day. The service provider is responsible for investigating the conditions in these beach areas and throughout the CITY for street-sweeping requirements that are not typical of normal residential and arterial street-sweeping operations.

The service provider is responsible for following the City’s Sand Management Plan for removal and placement of sand in and around the beach areas.

Daily and Weekly Reports

The service provider shall submit reports and billing pertaining to contractual obligations according to the schedule and format shown in the Reporting Exhibit. From time to time, CITY may revise the schedule and format and will promptly notify the service provider of revisions. All reports must include picture attachments of obstructions along with any pertinent information.

CITY shall deduct the amount of penalties incurred from the service provider’s monthly service invoice. Upon CITY’s request, the service provider shall submit to CITY daily or weekly reports in the format provided in the **Daily and Weekly Reports**. The service provider may submit their daily and weekly reports to the Division Manager or his/her designee, via email.

The service provider shall provide the CITY with recommendations for additional street signage for non-accessible areas.

Daily Reports Submitted to the CITY's Division Manager, or his/her designee, shall contain the following:

1. Citizen complaints and their resolutions, and follow up with resident/business
2. Hazardous Conditions Report
3. Street Sweeping Obstruction Report

4. Street Sweeping route schedule compliance

Weekly Reports Submitted to the CITY's Division Manager, or his/her designee, shall contain the following:

1. Routes Completed
2. Total Curbs Miles Completed
3. Total percentage of curb miles completed to total curb miles available
4. Identify and make recommendations to the City regarding streets that require "No Parking" signs for sweeping day(s) due to no access to the curb for street sweeping.
5. Debris collected in tons and cubic yards for all sweeping services provided

Monthly Reports:

1. Missing Curb Miles

2. Identify route, location, date, and type of sweeping service

3. Cause of missed curb miles:

a. Holiday Week - Specify Holiday

b. Hazardous weather and/or conditions - Date & Location

c. Street sweeping obstruction

d. Down equipment - Specify equipment

e. Lack of "No Parking" street signs on sweeping day(s)

f. Low hanging trees

g. Broken asphalt

h. Other

4. Total monthly debris tonnage delivered by the service provider to the Del Norte Regional Recycling and Transfer Station

5. Certified payroll reports for all personnel assigned to Agreement, (upon CITY's request)

6. Summary of Daily and Weekly Report Figures for the month:

a. Resident and business complaints and resolutions

b. Street Sweeping obstructions

c. Street Sweeping route schedule compliance

d. Routes and curb miles completed

Staffing

The service provider shall provide personnel specifically trained and experienced in the work to be performed. Street sweeper operators shall have a minimum of three-years (3 yrs.) of experience in municipal street sweeping. All sweeping equipment operators shall possess the type and variety of license required under California law applicable to the gross vehicle weight rating of the equipment. The Service provider

shall submit a list of sweeper operators to be assigned to the contract and include their qualifications and experience. All personnel assigned to this Agreement's performance shall be the service provider's employees.

Supervision

The service provider shall have a front-line supervisor on duty at all times that services are being performed under the Agreement. The supervisor shall have the authority to act on behalf of the service provider while making the day-to-day decisions required to effectively and efficiently carry out the Agreement's obligations and the work's performance. The supervisor must have at least five years of experience in managing municipal street sweeping contracts of comparable size and scope. The supervisor must be experienced in all phases of street sweeping operations and related services, including scheduling, routing, personnel supervision, quality control, direct interface with CITY staff and residents for customer service request resolution, report writing, enforcement of restricted parking programs, daily communication with the Division Manager, or his/her designee,, Water Resources, Streets & Waterways, Environmental Resources, Code Enforcement, and Police Department, ensuring all daily contractual requirements are being satisfied. The supervisor is responsible for inspecting, reporting, and recommending to the Division Manager, or his/her designee, areas that need sweeping that are not included in regular sweeping service, such as alleyways, emergency sites, and other locations. At the request of the Division Manager, or his/her designee, the service provider shall provide a qualified representative to attend Neighborhood Council meetings, Homeowner Association meetings, and any and all other meetings as required to facilitate communication about the street sweeping and related services program.

Communication

The service provider and Division Manager, or his/her designee, shall directly communicate with all sweeping equipment in the field utilizing radios or cell phones. Pagers are not acceptable. The supervisor(s) shall have a cellular telephone for direct communication with Division Manager, or his/her designee, Police Department Parking Enforcement personnel, and residents. In addition, the service provider shall have a toll-free phone line for telephone and fax communication. The service provider shall install Networkfleet 5500 model Global Position System tracking devices on each sweeper assigned to the contract so the service provider sweepers can be integrated into CITY's Geographic Information System; alternatively, the service provider may provide CITY Division Manager, or his/her designee, with unfettered access to existing GPS monitoring software/service used by the service provider by providing a user license and credentials at no cost to the CITY. The service provider shall meet no fewer than monthly with the CITY Streets' Division & the CITY Police Department to discuss service issues.

Complaints

The intent of this contract is to provide the highest level of street sweeping and related services available within the CITY. Complaints and inquiries from residential and business property owners in the CITY are paramount. The Division Manager, or his/her designee, will communicate all customer service requests to the service provider. The service provider shall respond to all inquiries and complaints on the same day they are received. It is the service provider's responsibility to communicate directly with the Division Manager, or his/her designee. The service provider shall follow up with customers and Division Manager, or his/her designee, with the resolution of any and all inquiries and complaints. Upon Division Manager, or his/her designee's request, the service provider shall provide a written report for each customer service request/complaint. This Agreement is intended to mitigate complaints from CITY residents and businesses for the service provider's failure to perform under the terms of this Agreement.

Damages

All damages incurred by the service provider on their own equipment or damage caused by the service provider to private property, CITY property, or public right-of-way shall be reported in writing to the Division Manager, or his/her designee, within 24 hours of the incident. The service provider's sole responsibility is to repair any damage it causes. The CITY shall refer complaints regarding damage to private property caused by the service provider, to the service provider for resolution. Failure to notify the CITY within 24 hours of any incident is subject to cancellation of this Contract.

Invoicing

Monthly invoicing for parking lot and area sweeping services shall be billed upon the completion of each calendar month. Invoices shall be accompanied by reports as described in the **Rates and Costs Exhibit**. The service provider shall not bill any areas not swept.

Invoices shall be uniquely identified and billed separately by type of service: Residential, Commercial, Industrial, and all others.

Invoices for Parking Lot No. 64 shall be sent to:

- CITY of Oxnard – Facilities Maintenance Division
    - Attention: Division Manager
    - pfinvoices@oxnard.org

All other invoicing for sweeping work shall be sent to:

- CITY of Oxnard – Environmental Resources Division
    - Attention: Division Manager
    - envresap@oxnard.org

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)

SCHEDULE OF COMPENSATION

Contractor shall receive compensation for regular scheduled sweeping services according to the rates outlined in the table below. Quantities are estimated; payment will be based on actual quantities furnished installed, or constructed.

Street Sweeping Service

CITY of Oxnard Street Sweeping Service	Rate per Curb Mile	Total estimated Monthly Curb Miles	Estimated Monthly Fee
Residential/Restricted - *(Bi- Weekly)*	$61.00	1,194 curb miles	$72,834.00
Alleyway - *(Monthly)*	$61.00	134 curb miles	$8,174.00
Arterial - *(Bi-Weekly)*	$61.00	618 curb miles	$37,698.00
Downtown - *(Weekly)*	$61.00	30.8 curb miles	$2,067.20
Parking Lot - *(Weekly)*		33 parking lots	$5,200.00
Parking Lot - *(Monthly)*		29 parking lots	$4,000.00
		Monthly Estimated Standard Service Fee	$129,973.20

Parking Lot Sweeping Rates by Category:

Parking Lot Frequency	Description	Monthly Fee
Weekly Sweep Service	31 parking lots on a weekly sweeping schedule, *(unit prices reflected in the table below)*	$5,200.00
Monthly Sweep Service	41 parking lots on monthly sweeping schedule *(unit prices are reflected in the table below)*	$4,000.00

Lot No.	Location	Site Description	Address	Frequency	Cost per sweep
LOT #01	NE Corner of Pacific Ave and E Wooley Rd.	CITY Equipment Yard	1060 PACIFIC AVE	Monthly	$97.56
LOT #02	Pacific Ave and E Wooley Road, through North Gate	CITY Equipment Yard	1060 PACIFIC AVE	Monthly	$97.56
LOT #04	Between 630 and 650 S A Street	Public Parking Lot Between Church and Billiards		Weekly	$39.00
LOT #05	Between 613 and 637 S Oxnard Blvd	Public Parking Lot Between Dance Studio and Restaurant	615 S OXNARD BL and 629 S OXNARD BL	Weekly	$39.00
LOT #06	NE Corner of N C Street and Palm Drive	Wilson Senior Center	255 PALM DR,350 N C ST	Monthly	$97.56
LOT #07	SE Corner of N C Street and alleyway	Wilson Senior Center	255 PALM DR,350 N C ST	Monthly	$97.56
LOT #08	Del Sol Park/Oxnard Housing Authority	Multi-Service Center		Monthly	$97.56
LOT #09	S G Street Between W 7th Street and W 9th Street	Community Center Park Street Side Parking		Monthly	$97.56
LOT #10	W 9th Street Between Hobson Way & S G Street	Oxnard Performing Arts Center South Parking Lot	800 HOBSON WAY	Monthly	$97.56
LOT #11	SE Comer of Hobson Way and W 7th Street	Oxnard Performing Arts Center North Parking Lot	800 HOBSON WAY	Monthly	$97.56

LOT #13	SW Corner of Hobson Way and W 7th Street	Baseball Field Parking Lot	801 HOBSON WAY	Monthly	$97.56
LOT #14	NW Corner of Hobson Way and W 9th Street	Tennis Courts Parking Lot	801 HOBSON WAY	Monthly	$97.56
LOT #15	Hill Street and alleyway Between Baseball Field and Basketball Court	Durley Park West Parking Lot	800,832,850,910,950 HILL ST	Monthly	$97.56
LOT #16	SW Comer of S G Street and Hill Street	Durley Park NE Parking Lot	800,832,850,910,950 HILL ST	Monthly	$97.56
LOT #17	Comer of Sunset Lane and Mandalay Beach Road	Oxnard State Beach Parking Lot		Monthly	$97.56
LOT #18	Falkirk Avenue Parallel to Harbor Blvd	Oxnard Beach Park North and South Parking Lots	1601,1801 S HARBOR BL	Monthly	$97.56
LOT #19	S Oxnard Blvd Between 3rd Street and W 4th Street	South of Firestone Mechanic Shop		Weekly	$39.00
LOT #20	S Oxnard Blvd Between 3rd Street and W 4th Street	South of Lot No. 18		Weekly	$39.00
LOT #21	NW Corner of S Oxnard Blvd and E 4th Street	Next to Restaurant	357 S OXNARD BL	Weekly	$39.00
LOT #22	Between 512 and 532 S Oxnard Blvd	Public Parking Lot Between Restaurant and Pawn Shop	524 S OXNARD BL	Weekly	$39.00
LOT #23	Between 626 and 660 S Oxnard Blvd	Public Parking Lots Between Theatre and Market	634, 638, 640, 644, 650, 654, 656 S OXNARD BL	Weekly	$39.00

LOT #24	NW Comer of S Oxnard Blvd and E 6th Street	Public Parking Lot Next to Insurance Business	559,563 S OXNARD BL	Weekly	$39.00
LOT #25	541 Pacific Coast Highway	Public Parking Lot North of Beauty Salon	531 S OXNARD BL	Weekly	$39.00
LOT #26	W 5th Street and S Oxnard Blvd	Behind Insurance & Clothing Businesses, North of Lot #25		Weekly	$39.00
LOT #27	W 5t11 Street and S Oxnard Blvd	Drug Store Parking Lot (side and back)		Weekly	$39.00
LOT #28	479 Pacific Coast Highway, SW Corner of S Oxnard Blvd and E 4th Street	Public Parking Lot North of Lot #27	403,421 S OXNARD BL	Weekly	$39.00
LOT #29	NE Comer of S B Street and W 6th Street	Public Parking Lot Next to Beauty Salon		Weekly	$39.00
LOT #30	NE Comer of S B Street and W 6th Street	Adjoined to Lot # 29	538 S B ST	Weekly	$39.00
LOT #31	S B Street, W 5t 11 Street, S A Street	Centennial Plaza Street Side Parking		Weekly	$39.00
LOT #32	Between 305 and 321 W 6th Street	Public Parking Lot Next to Restaurant/Beauty Salon Building		Weekly	$39.00
LOT #33	Between 338 and 320 W 5th Street	Public Parking Lot Adjoined to Lot #32 on North Side		Weekly	$39.00
LOT #34	405 S B Street	Public Parking Lots North & South of Carnegie Art Museum, Between S B Street and S C Street	302 W FOURTH ST	Weekly	$39.00

LOT #35	Between 426 W 5th Street and 509 SC Street	Public Parking Lot Behind Restaurant		Weekly	$39.00
LOT #36	Between 310 and 326 SC Street	Public Parking Lot Between Bakery and Market	320 S C ST	Weekly	$39.00
LOT #37	North of343 SB Street	Public Parking Lot North of Insurance Business		Weekly	$39.00
LOT #38	South of 300 W 3ra Street Building	Public Parking Lot Adjoined to Lot# 37	302 W THIRD ST	Weekly	$39.00
LOT #39	W 4m Street Between S B Street and alleyway	Public Parking Structure Bus Stop Zone Along 4th Street		Weekly	$39.00
LOT #40	S B Street Between W 3rd Street and W 4th Street	Public Parking Structure Street Side Parking Along B Street		Weekly	$39.00
LOT #41	NW Corner of S C Street and W 3rd Street	Police Department Public Parking Lot		Weekly	$39.00
LOT #42	S D Street Between W 2nd Street and W 3rd Street	Police Department Gated Parking Lot	200,208,210,260 S D ST	Weekly	$39.00
LOT #43	SW Comer of S C Street and W 2nd Street	Police Department Gated Parking Lot, NE Quadrant Adjoined to Lot# 42	201,211,221 S C ST	Weekly	$39.00
LOT #44	W 2nd Street Between S C Street and SA Street	Service Center/Fire Administration Parking Lot		Weekly	$39.00
LOT #44A	W 2nd Street Between S C Street and S A Street	Downtown Main Library Parking Lot Adjoined to Lot #44		Weekly	$39.00

LOT #63	Comer of Harbor Boulevard and Ocean Drive	Channel View Park Public Parking Lot		Monthly	$97.56
LOT #64	SE Comer of West 3rd Street and SB Street	Public Parking Structure Across Oxnard CITY Hall	324,326,328 S B ST		
LOT #65	201 E 4th Street	Oxnard Transportation Center	201 E FOURTH ST	Monthly	$97.56
LOT #66	251 S Hayes A venue	CITY of Oxnard Water Division -North and South Yard	251 S Hayes Ave	Monthly	$97.56
LOT #67	SE Comer of S D Street and W 3rd Street	East of Santa Clara Elementary School	310 S D ST	Monthly	$97.56
LOT #68	SW Corner of Del Norte Boulevard and Sturgis Road	Del Norte Regional Recycling and Transfer Station	111 S DEL NORTE BL		
LOT #69	6001 Perkins Road	Wastewater Treatment Plant	6001 PERKINS RD	Monthly	$97.56
LOT #70	East Garden City	5302 Cypress Rd		Monthly	$97.56
LOT #71	Southside of Johnson Creek	501 Johnson Rd	501 JOHNSON RD	Monthly	$97.56
LOT #72	West Side of Beck	600 W Kamala St	600 W KAMALA ST	Monthly	$97.56
LOT #73	West side of Colonia	170 Juanita Ave	170 N JUANITA AVE	Monthly	$97.56
LOT #74	Eastside of Colonia	North Marquita St	170 N JUANITA AVE,195 N MARQUITA ST,224 N JUANITA AVE,301 N MARQUITA ST	Monthly	$97.56
LOT #75	Across from Library on A St	A St Between W 2nd and 3rd St	254 S A ST	Monthly	$97.56
LOT #76	5th St and Oxnard Blvd	5th St and East side of Oxnard Blvd		Monthly	$97.56

LOT #45	NW Comer of S B Street and W 2nd Street	Public Parking Lot Next to Tax Business	301 W SECOND ST	Weekly	$39.00
LOT #47	S C Street Between W 2nd Street and W 3rd Street	Service Center Street Side Parking		Weekly	$39.00
LOT #48	Arnold Road South of Perimeter Road	Ormond Beach Parking Lot		Monthly	$97.56
LOT #49	South End of Perkins Road	Ormond Beach Parking Lot		Monthly	$97.56
LOT #50	200 E Bard Road	South Oxnard Center Parking Lot (Senior Center/Branch Library)	4400 SAVIERS RD	Monthly	$97.56
LOT #51	S Victoria Avenue Between	Kiddie Beach Park Public Parking Lot	4401 S VICTORIA AVE	Monthly	$97.56
LOT #56	3333 Peninsula Road	Peninsula Park Public Parking Lot	3301 PENINSULA RD	Monthly	$97.56
LOT #58	Cabezone Circle Off Harbor Boulevard	Marine Emporium Landing Public Parking Lot		Monthly	$97.56
LOT #59	Between Cabezone Circle and Barracuda Way	Channel Islands Marina Public Parking Lot		Monthly	$97.56
LOT #60	Between Barracuda Way and Bluefin Circle	Channel Islands Boating Center Public Parking Lot		Monthly	$97.56
LOT #61	Bluefin Circle Off Harbor Boulevard	Channel Islands Maritime Museum Public Parking Lot		Monthly	$97.56
LOT #62	Between Bluefin Circle and Albacore Way	Channel Islands Yacht Club Public Parking Lot		Monthly	$97.56

LOT #77	Campus Dog Park	Northwest Corner of 5th St and H St	937 W FIFTH ST	Monthly	$97.56
LOT #78	Campus Basketball Courts	Old High School Parking Lot 350 S. K St	350 S K ST	Monthly	$97.56
LOT #79	College Park North West Parking Lot	3250 S Rose Ave		Monthly	$97.56
LOT #80	College Park North East Parking Lot	3250 S Rose Ave		Monthly	$97.56
LOT #81	College Park South Parking Lot	3250 S Rose Ave		Monthly	$97.56

Other Additional:

Description	Frequency	Monthly Fee	Unit Cost
Downtown Parking Structure - Parking Lot	Three times a week		$440.00 Per Sweep
Del Norte Facility - Parking Lot	Once Daily (Monday through Saturday between 5:00 p.m. to 5:30 a.m.)	$4,875.00	
Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street	Once Daily	$4,875.00	
Removal of 13.4 cubic yard roll-off container (from arterials or other sites exclusively by the VENDOR for containment - strictly sweeping debris)	Fee per Pick-Up		$0 Per Pick Up
Hourly Rates for On-Call Service such as: extra Sweeps, alleyway sweeping, special sweeps, and emergency sweeps.	Regular Hourly Rate (Monday to Friday - 7:00 a.m. to 5:00 p.m.)		$220.00 Per Hour

Hourly Rates for On-Call Service such as: extra Sweeps, alleyway sweeping, special sweeps, and emergency sweeps.	After Hour / Holiday / Weekends		$250.00 Per Hour

EXHIBIT C
TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)
INSURANCE REQUIREMENTS

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD c/o Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "CITY")ty)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE □ Included in Limits
□ In Addition to Limits

□ Deductible □ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. □ Per Occurrence □ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here □ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
□ COMMERCIAL GENERAL LIABILITY
□ COMPREHENSIVE GENERAL LIABILITY
□ OWNERS & CONTRACTORS PROTECTIVE

□ Claims Made
Retroactive Date _____
□ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
□ GENERAL		
□ PRODUCTS/COMPLETED OPERATIONS		
□ PERSONAL & ADVERTISING INJURY		
□ FIRE DAMAGE		
□ _____		
□ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS
Name:
Address:
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD c/o Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □ ____

I_____(print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City"ity)

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 c/o Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

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EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the

information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of

the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): By — SCA of CA, LLC

Federal ID Number (or n/a): 86-1931812

(Authorized Signature):

DocuSigned by: Brad Becker
D061C5B8B5034FD...

Printed Name & Title of Person Signing: Brad Becker Regional Vice President

Date Executed: 3/11/2024

Executed in the County of Los Angeles in the State of California

OPTION No.2 - EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed: _____

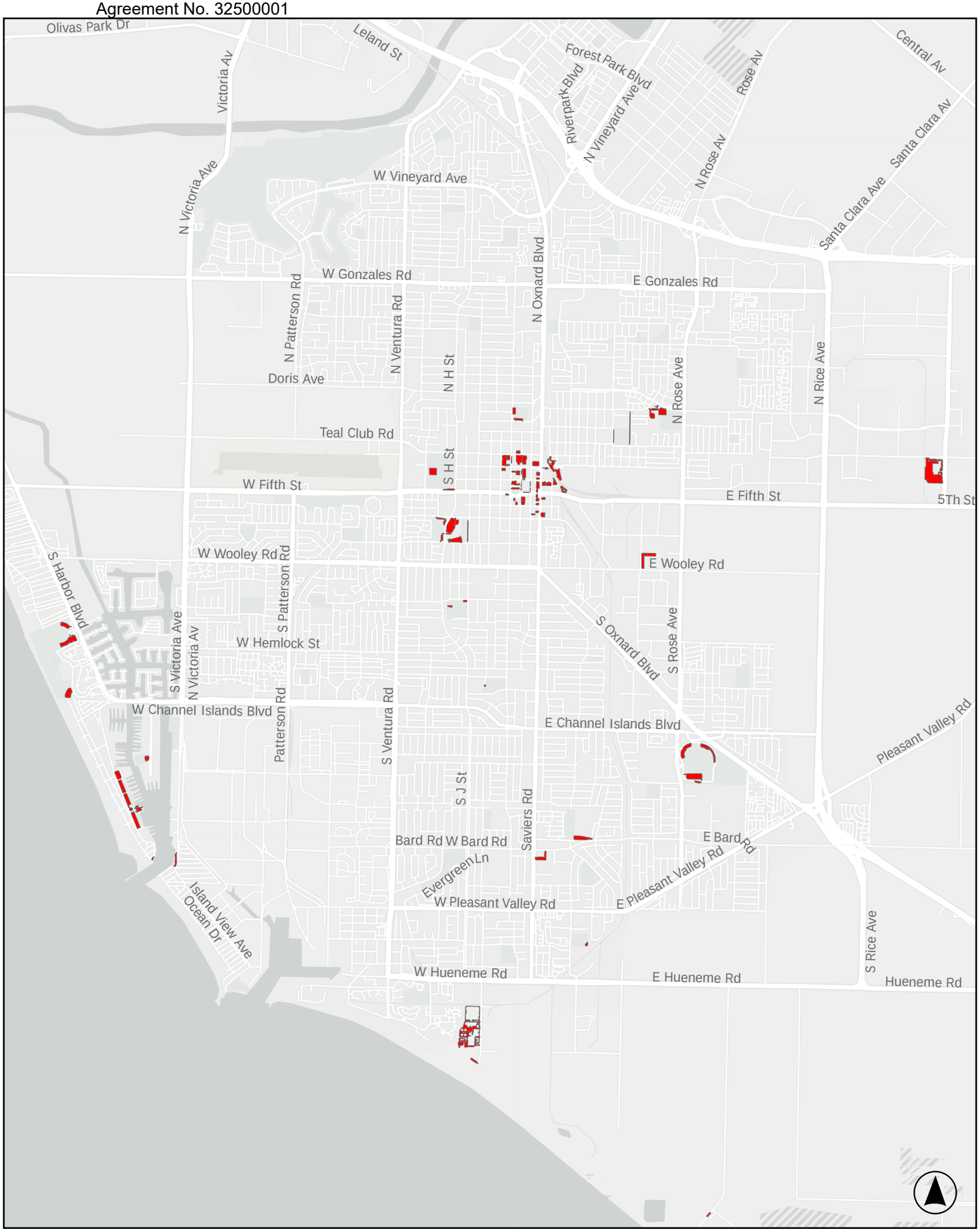
Executed in the County of _____ in the State of _____

EXHIBIT G

TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA OF CA, LLC)

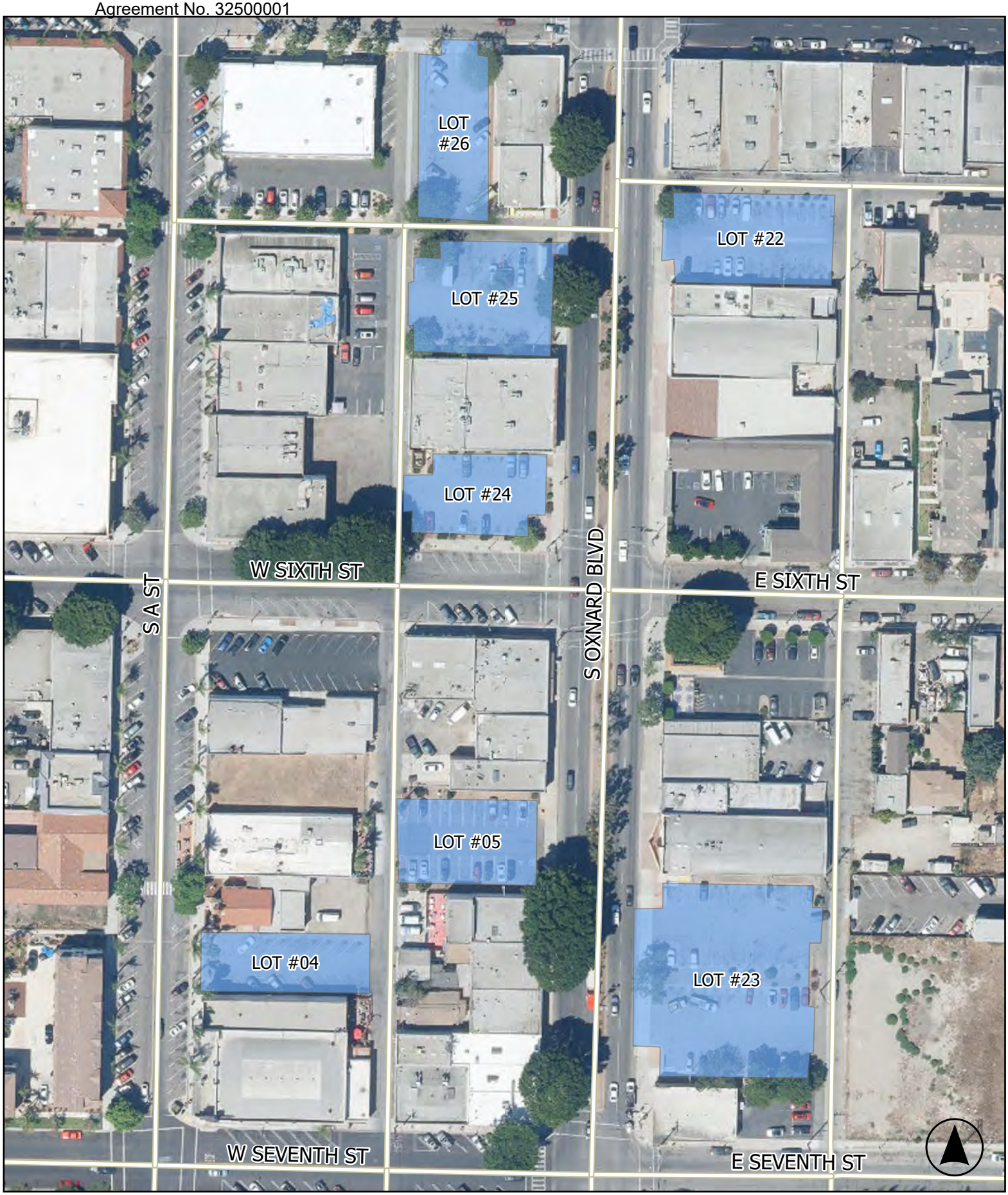
PARKING LOT LOCATION MAPS

ON THE FOLLOWING PAGES



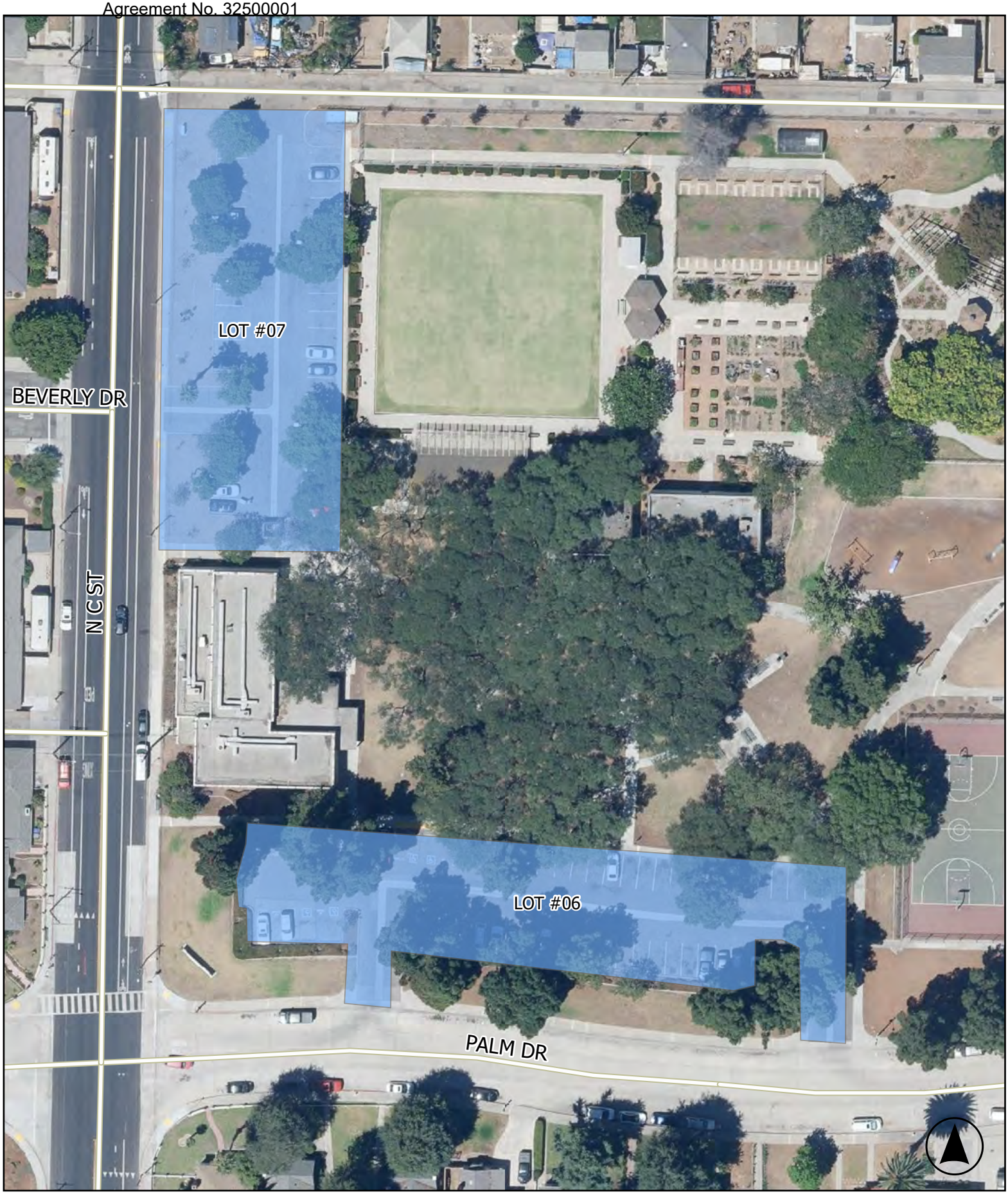
Street Sweeping Parking Lots

Lots 1 & 2



Lots 4, 5, 22-26

CITY OF OXNARD CALIFORNIA



Lot 6 & Lot 7

CITY OF OXNARD CALIFORNIA

Lot 8

CITY OF OXNARD CALIFORNIA

Lots 9-12

CITY OF OXNARD CALIFORNIA

Lot 13

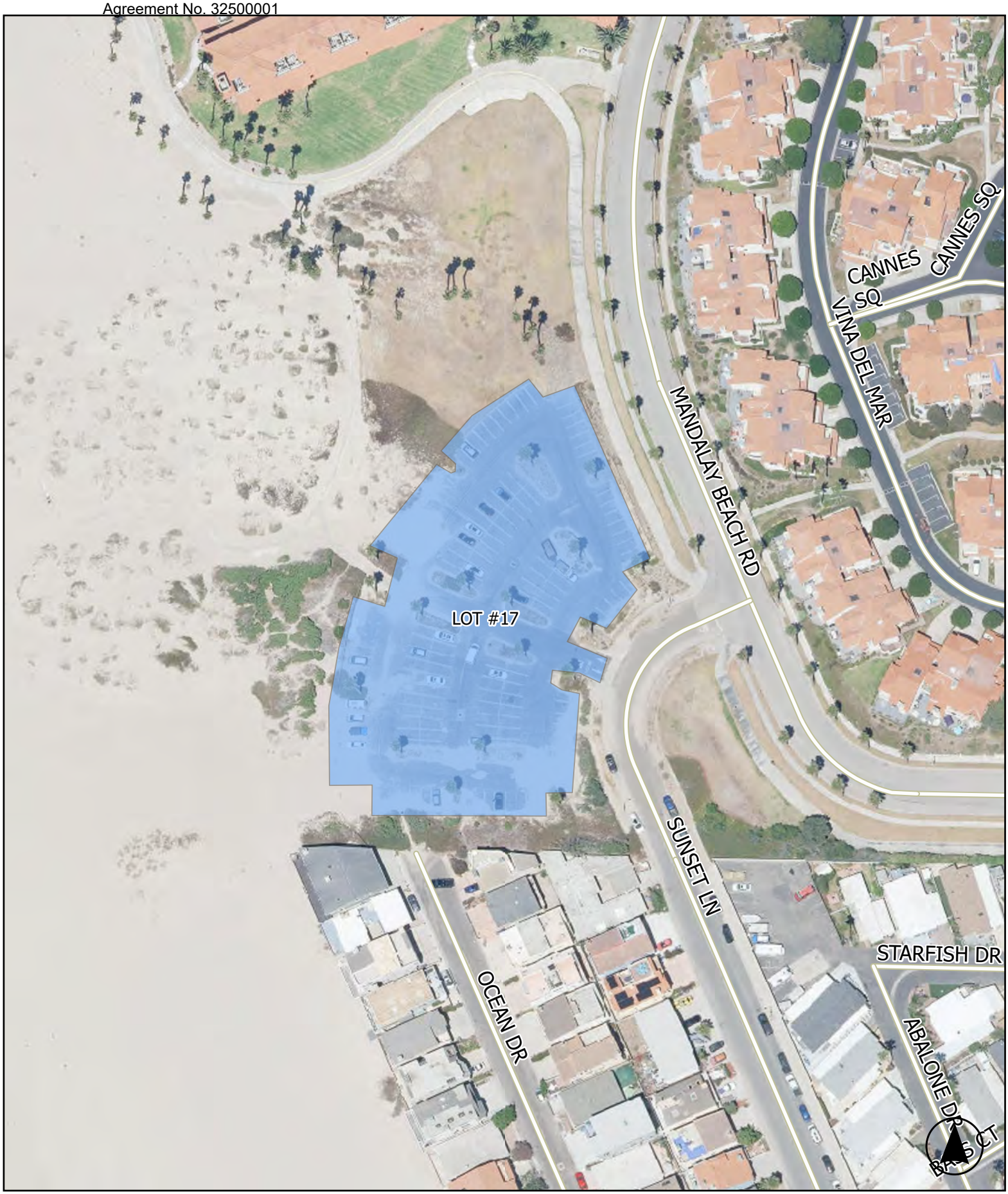
CITY OF OXNARD CALIFORNIA

Lot 14

CITY OF OXNARD CALIFORNIA

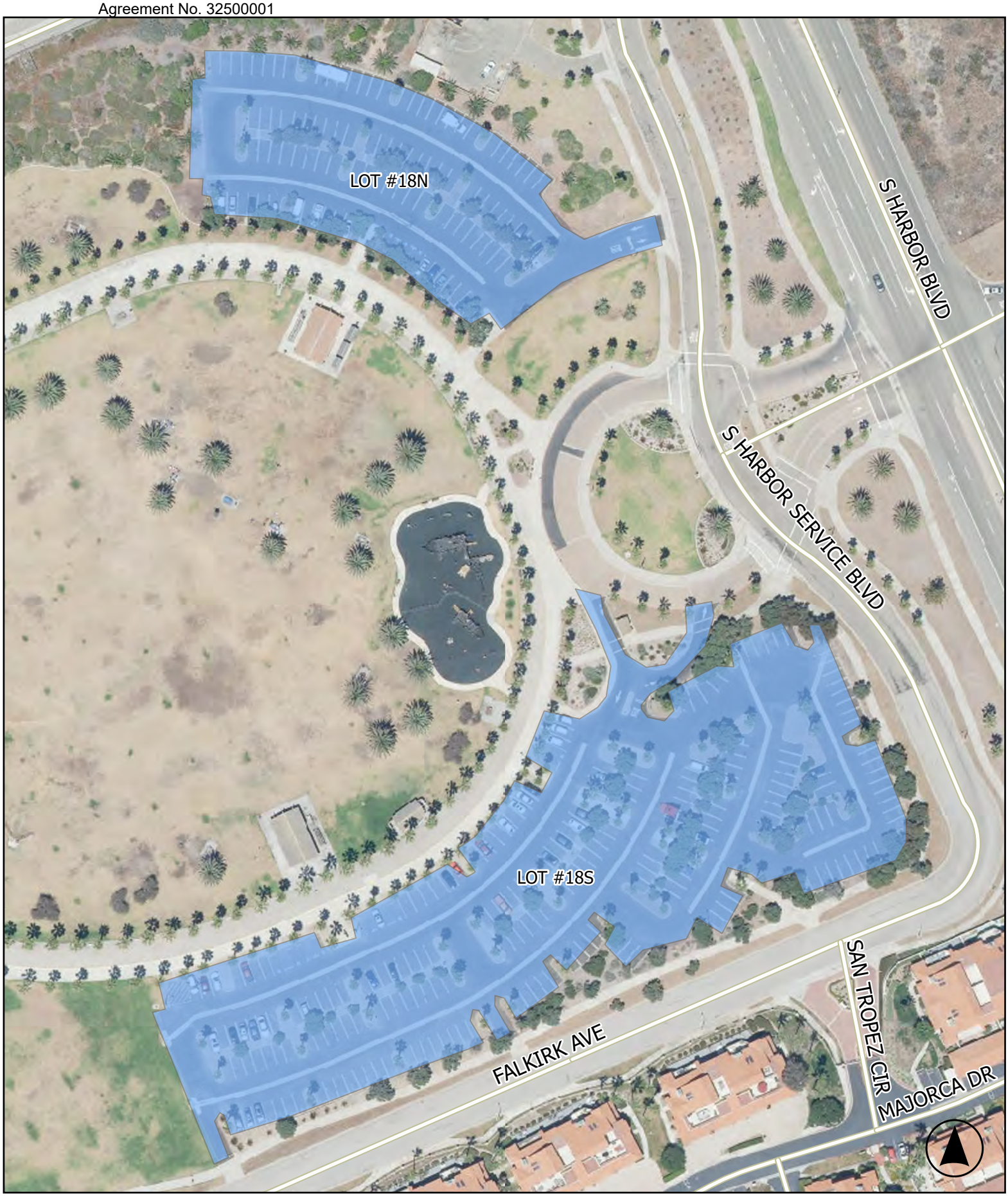
Lots 15 & 16

CITY OF OXNARD CALIFORNIA



Lot 17

CITY OF OXNARD CALIFORNIA



Lots 18N & 18S

CITY OF OXNARD CALIFORNIA

Lots 19-21

CITY OF OXNARD CALIFORNIA

Lots 27-28 & 76

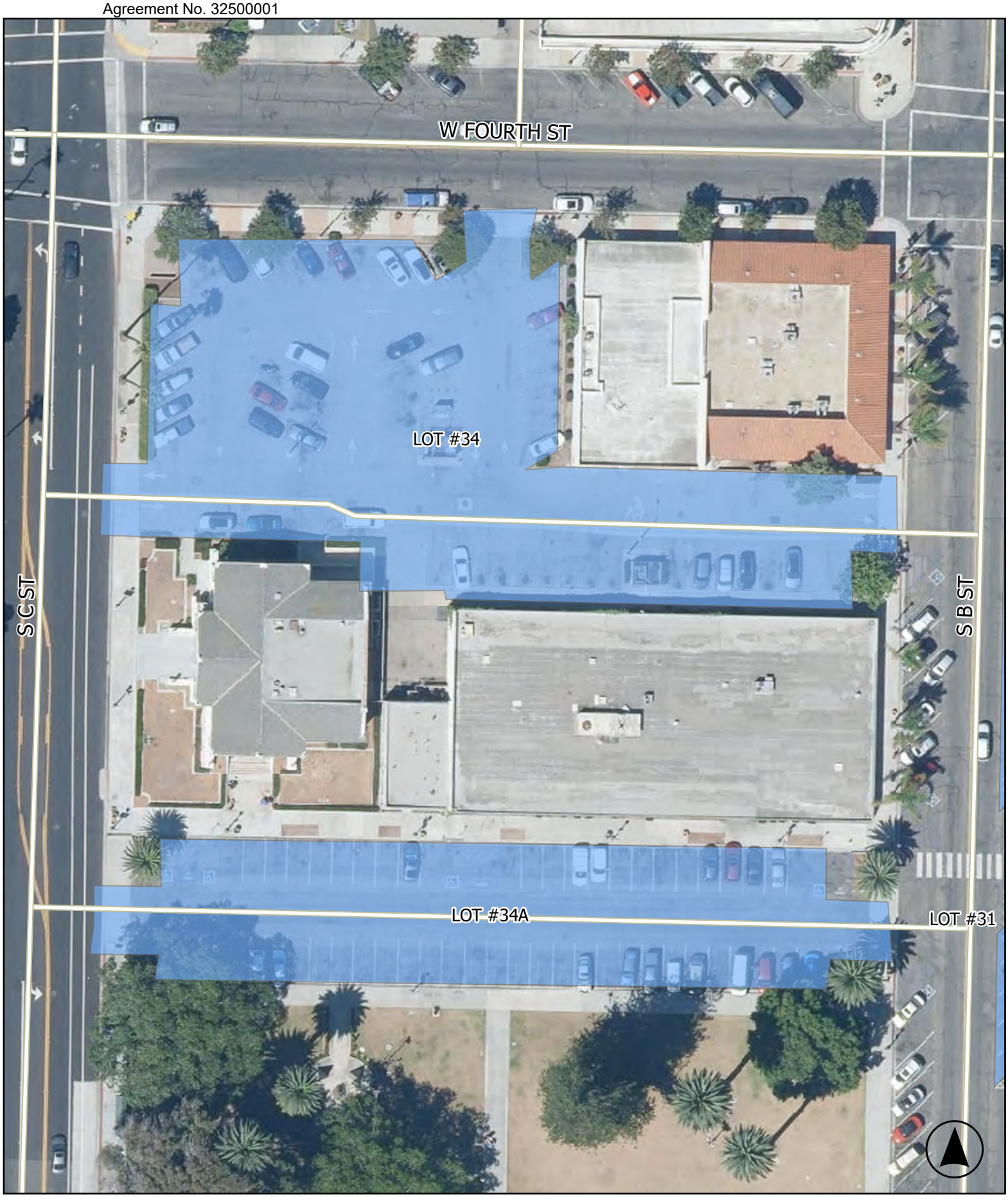
CITY OF OXNARD CALIFORNIA

Lots 29-30, 32-33

CITY OF OXNARD CALIFORNIA

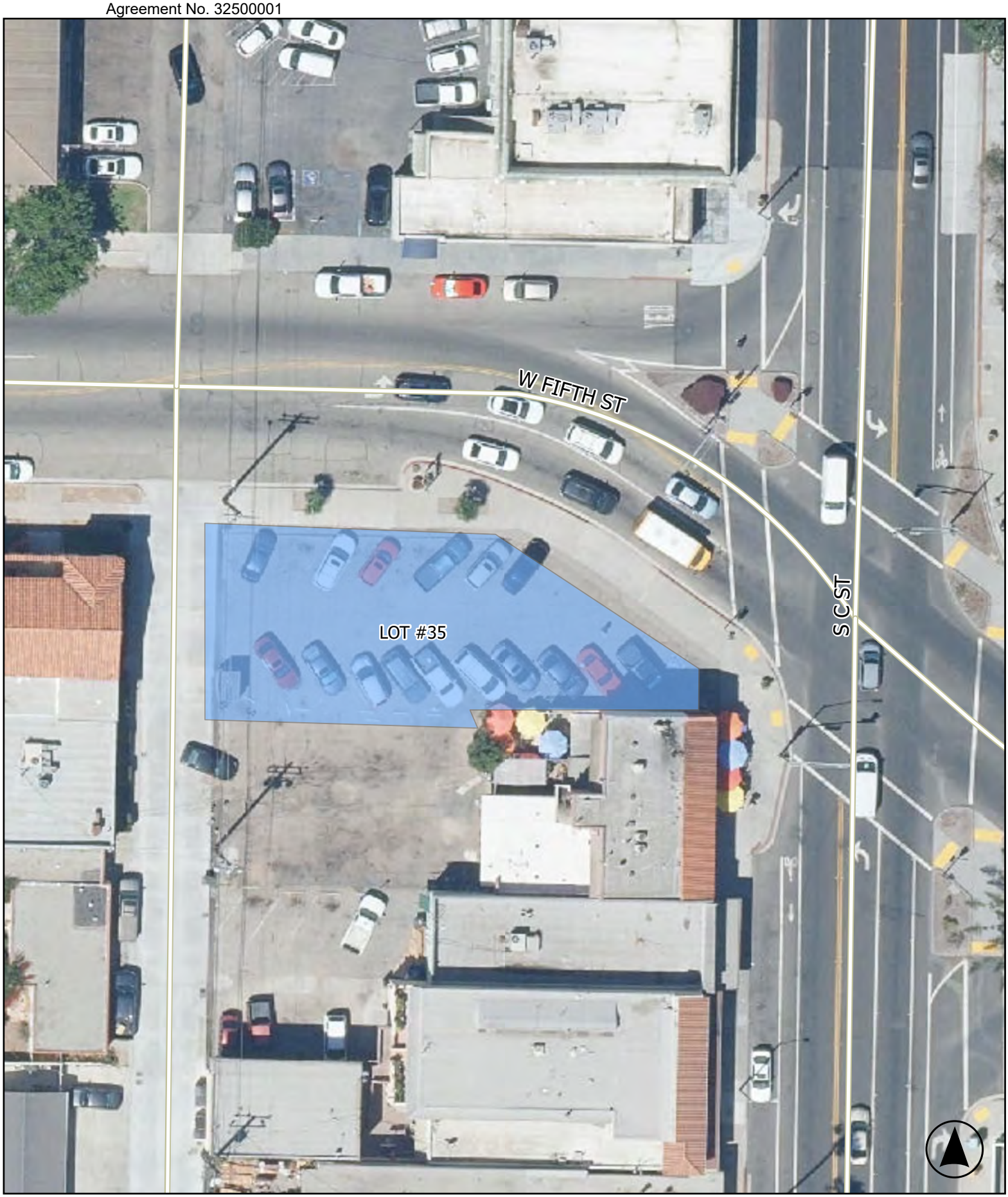
Lot 31

CITY OF OXNARD CALIFORNIA



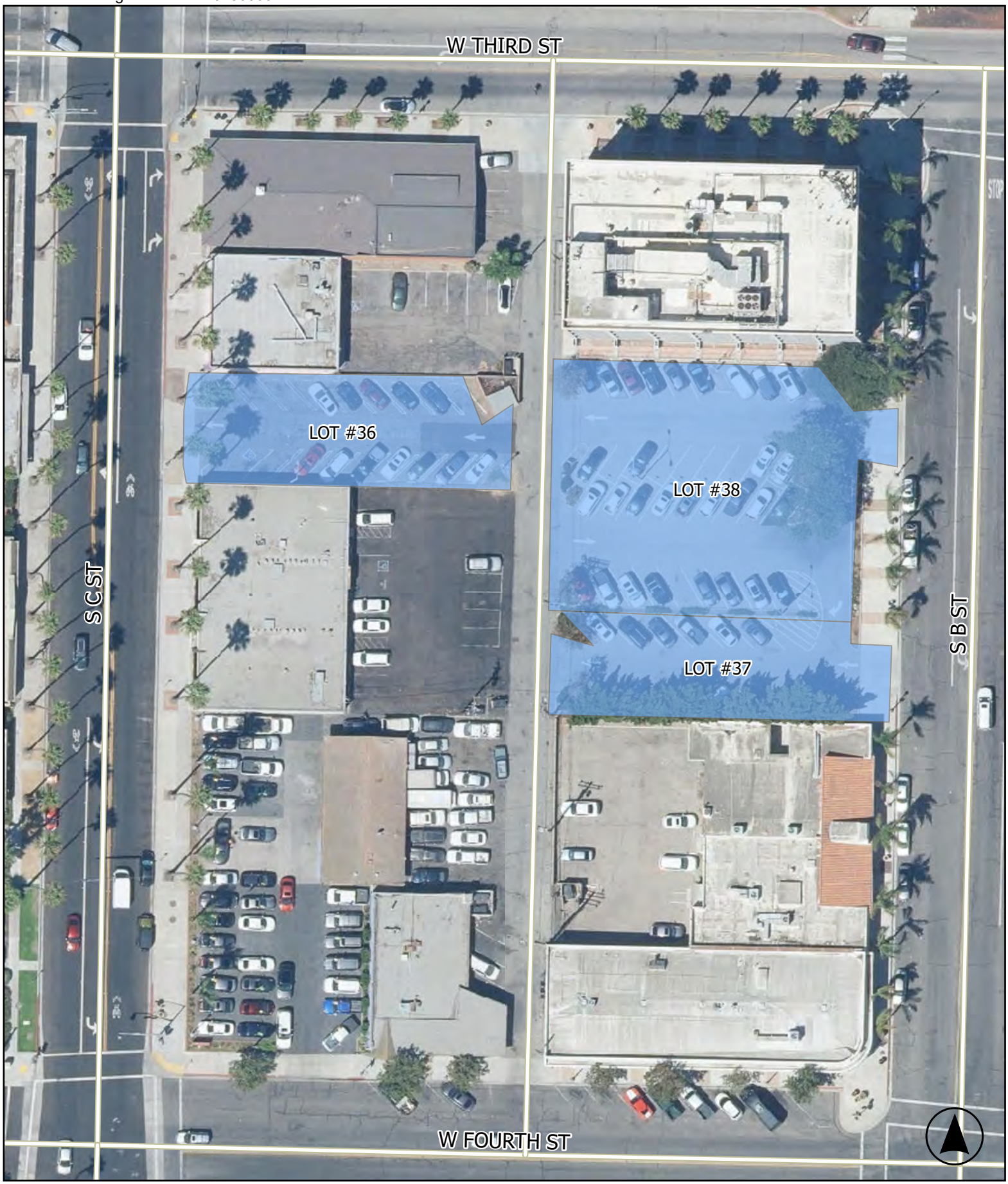
Lots 34 & 34A

CITY OF OXNARD CALIFORNIA



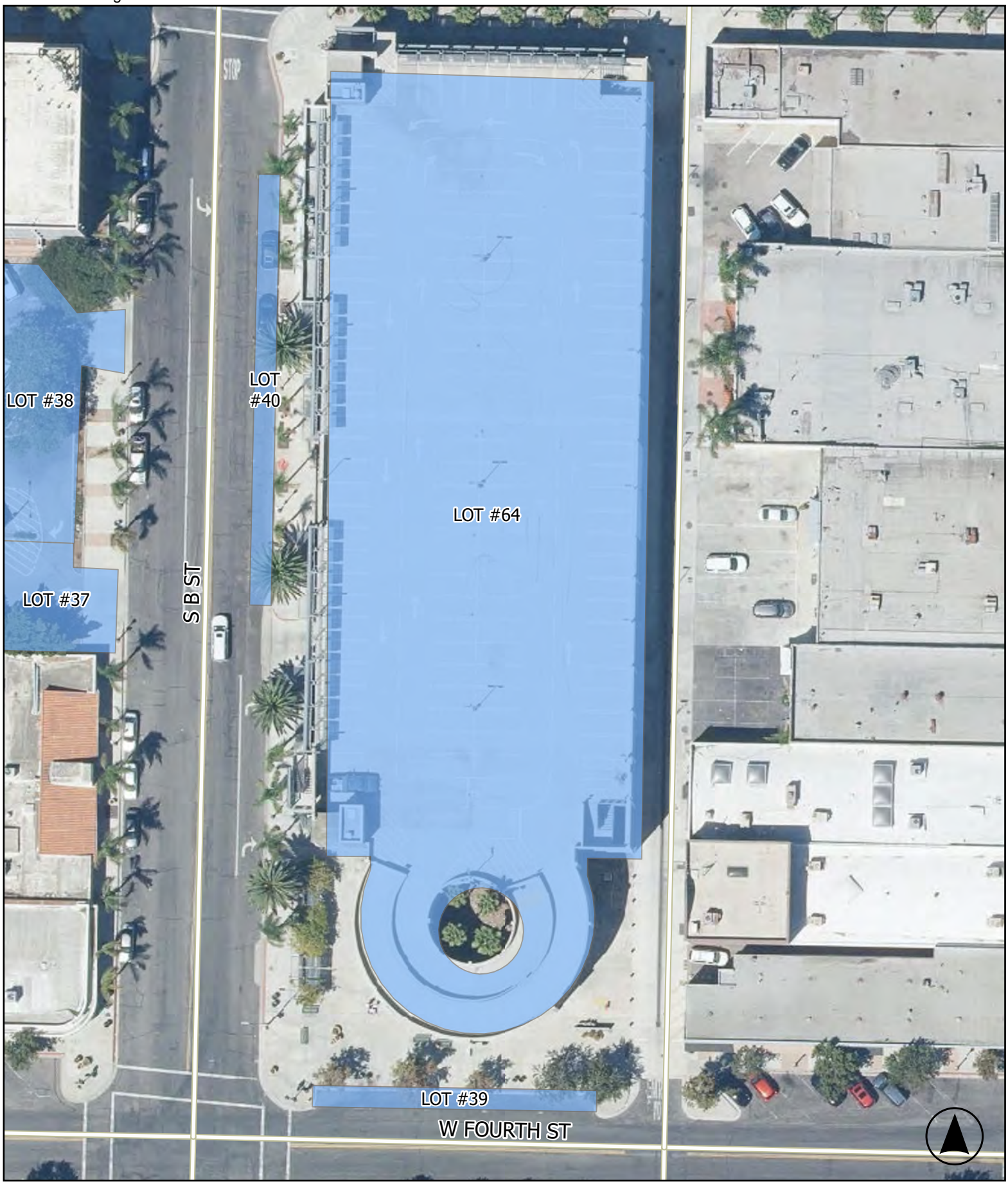
Lot 35

CITY OF OXNARD CALIFORNIA



Lots 36-38

CITY OF OXNARD CALIFORNIA

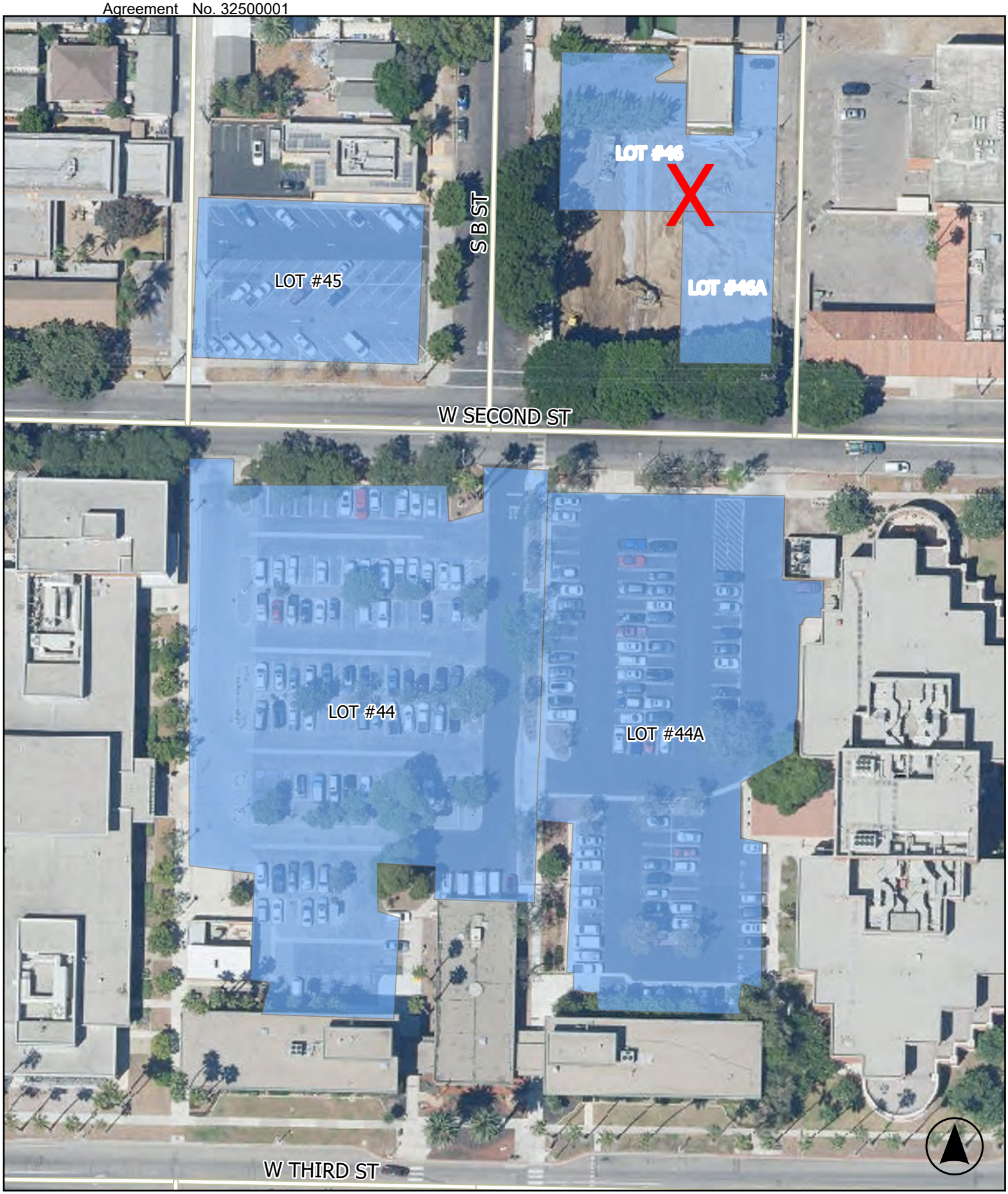


Lot 37-40 & 64

CITY OF OXNARD CALIFORNIA

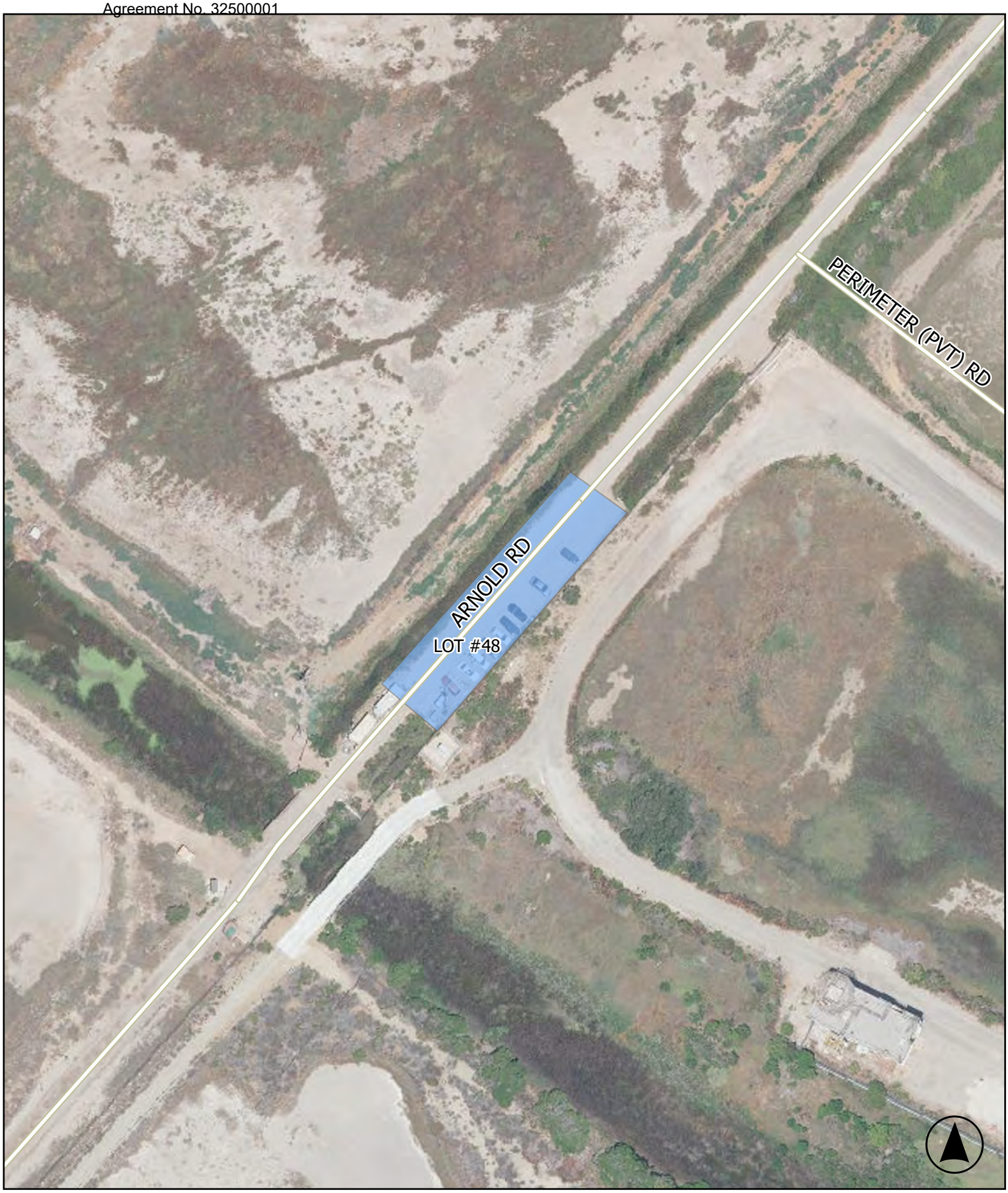
Lots 41-43 & 47

CITY OF OXNARD CALIFORNIA



Lots 44, 44A, 45

CITY OF OXNARD CALIFORNIA



Lot 48

CITY OF OXNARD CALIFORNIA

Lot 49

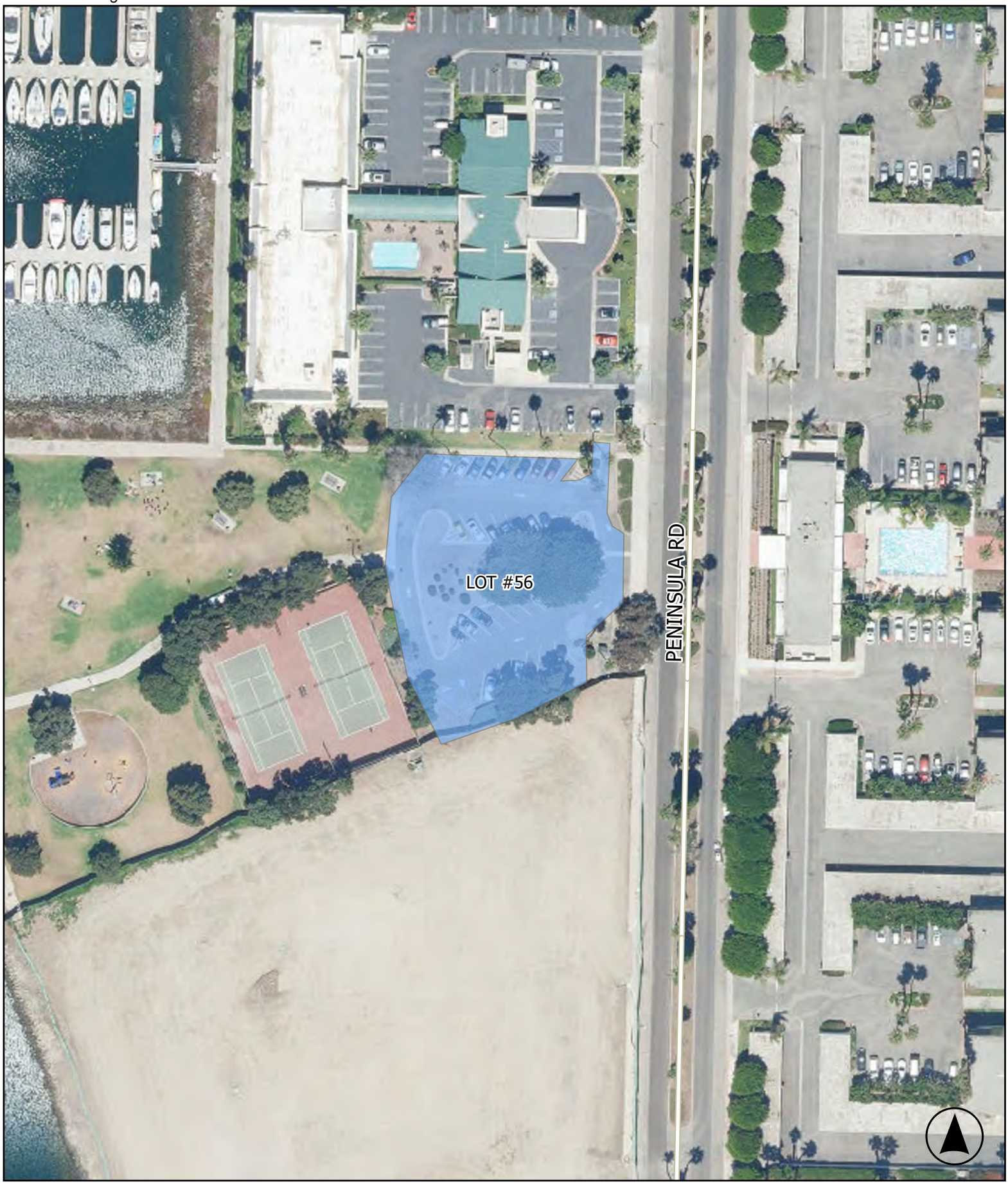
CITY OF OXNARD CALIFORNIA

Lot 50

CITY OF OXNARD CALIFORNIA

Lot 51

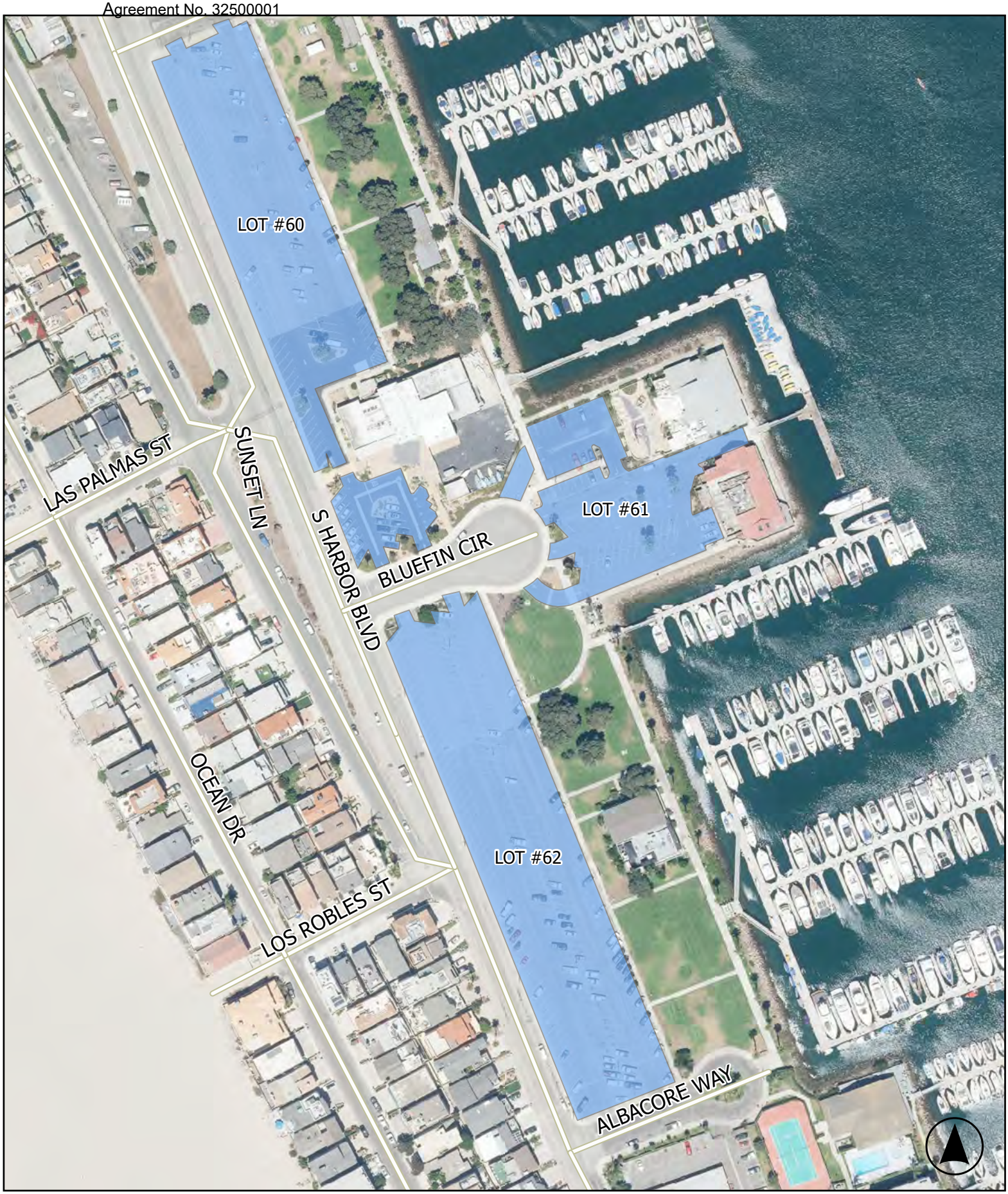
CITY OF OXNARD CALIFORNIA



Lot 56

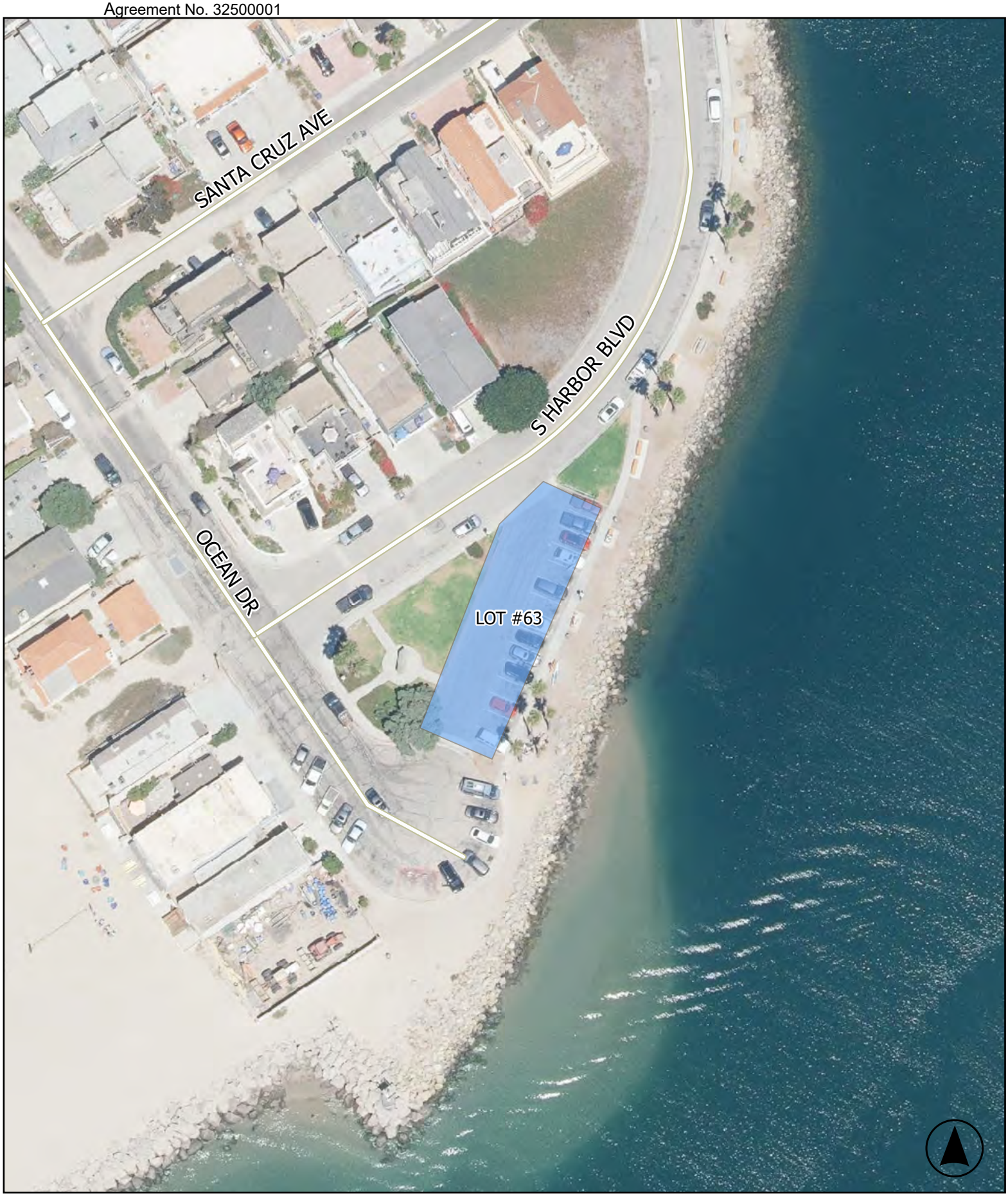
Lots 58-59

CITY OF OXNARD CALIFORNIA



Lots 60-62

CITY OF OXNARD CALIFORNIA



Lot 63

CITY OF OXNARD CALIFORNIA

E THIRD ST
S HAYES AVE
OXNARD TRANSPORTATION CENTER
LOT #66
E FOURTH ST
LOT #76
META ST
LOT #65
E FIFTH ST

Lot 65

Lot 66

CITY OF OXNARD CALIFORNIA

Lot 67

CITY OF OXNARD CALIFORNIA

Lot 68

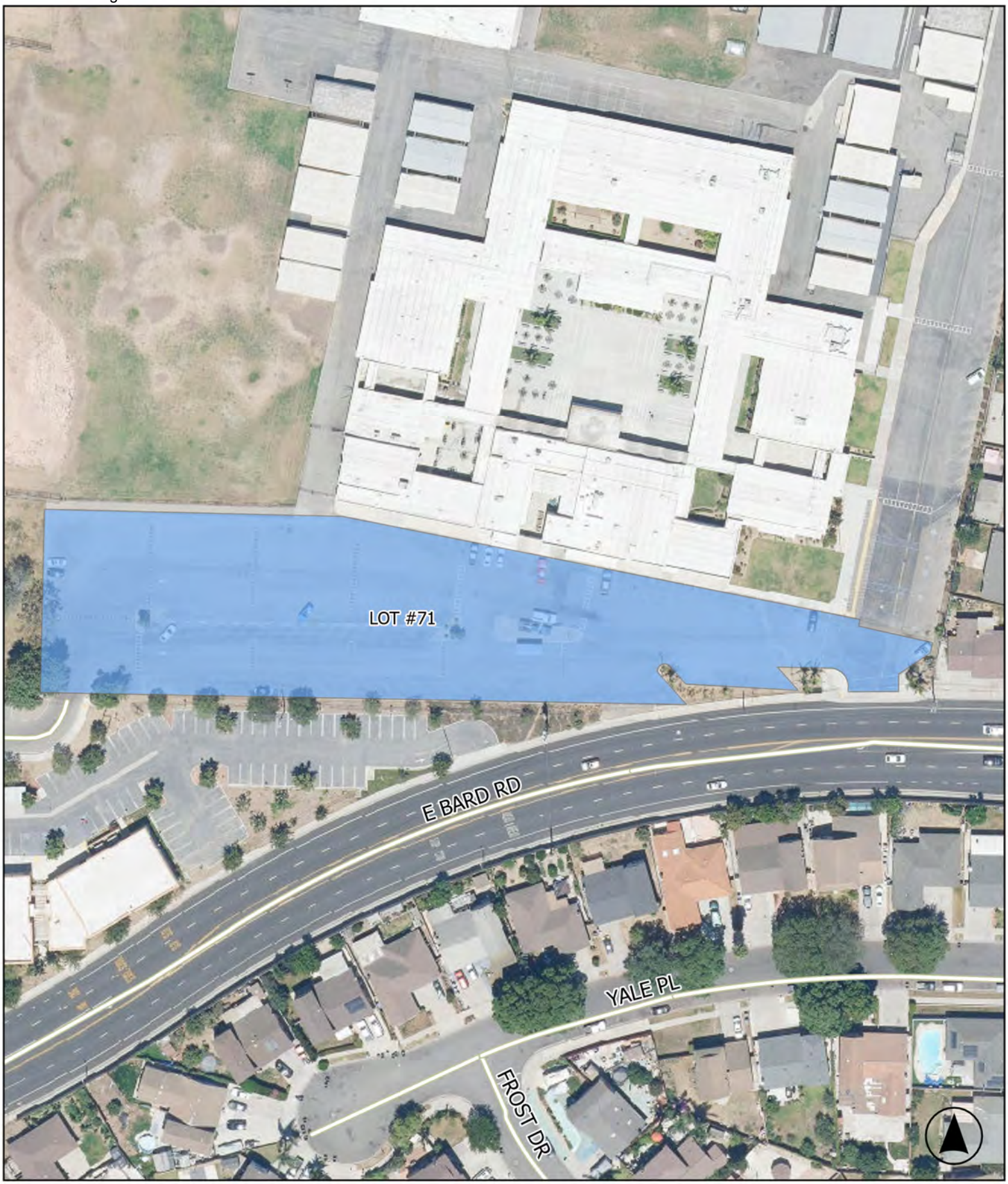
CITY OF OXNARD CALIFORNIA

MAGELLAN AVE
SEAWIND WY
LIGHTHOUSE WY
LIGHTHOUSE WY
PERKINS RD
LOT #69

Lot 69

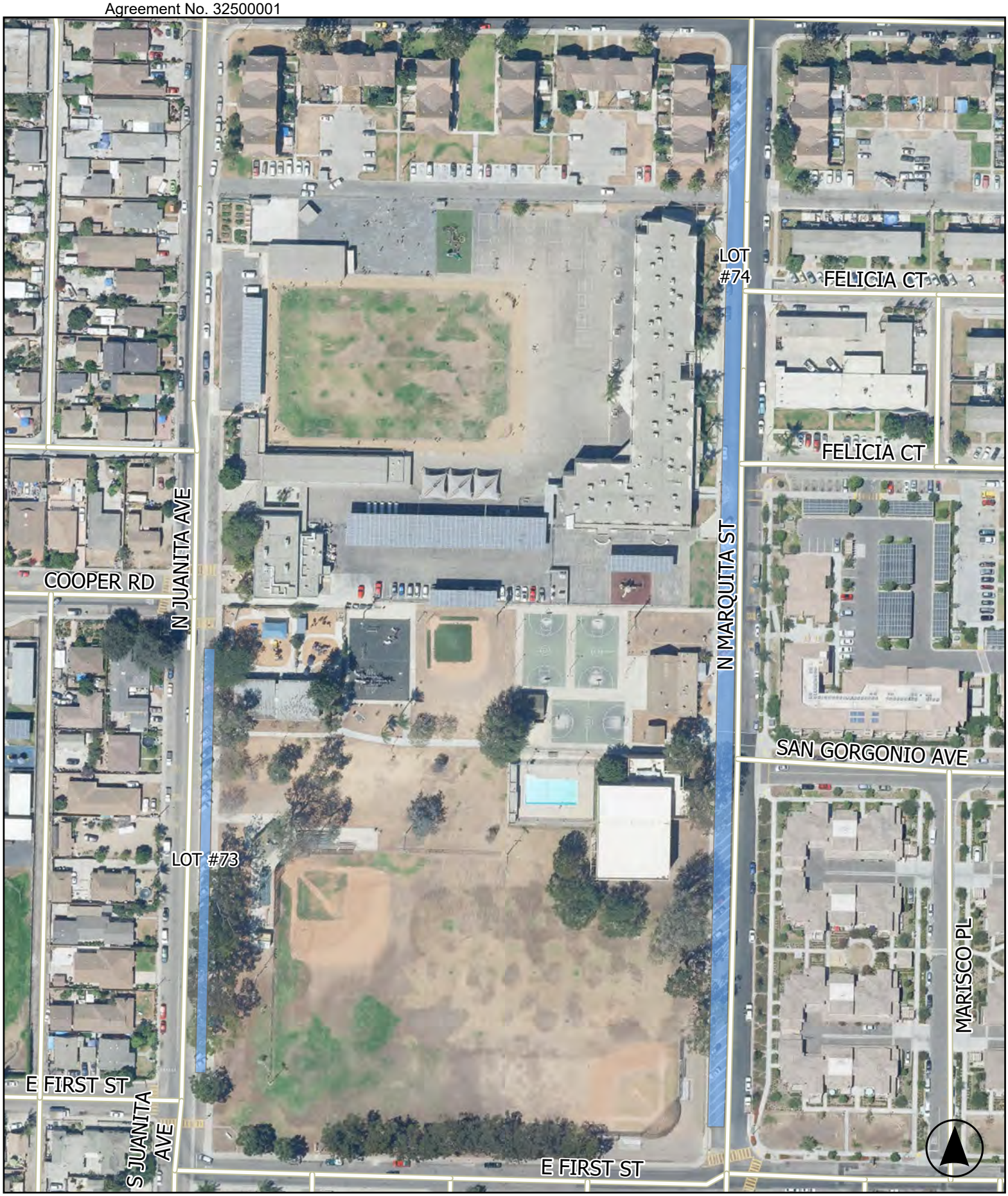
Lot 70

CITY OF OXNARD CALIFORNIA

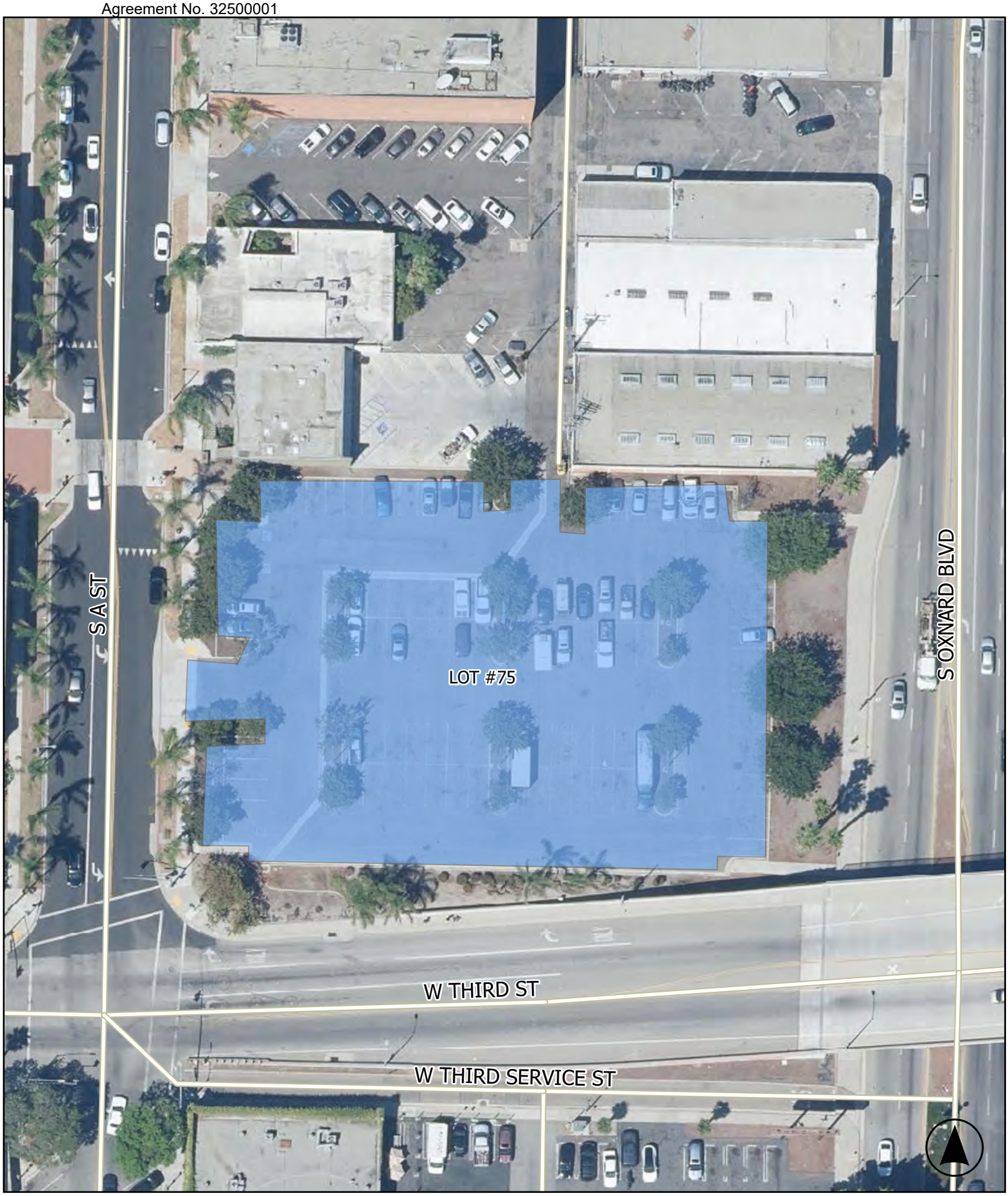


Lot 71

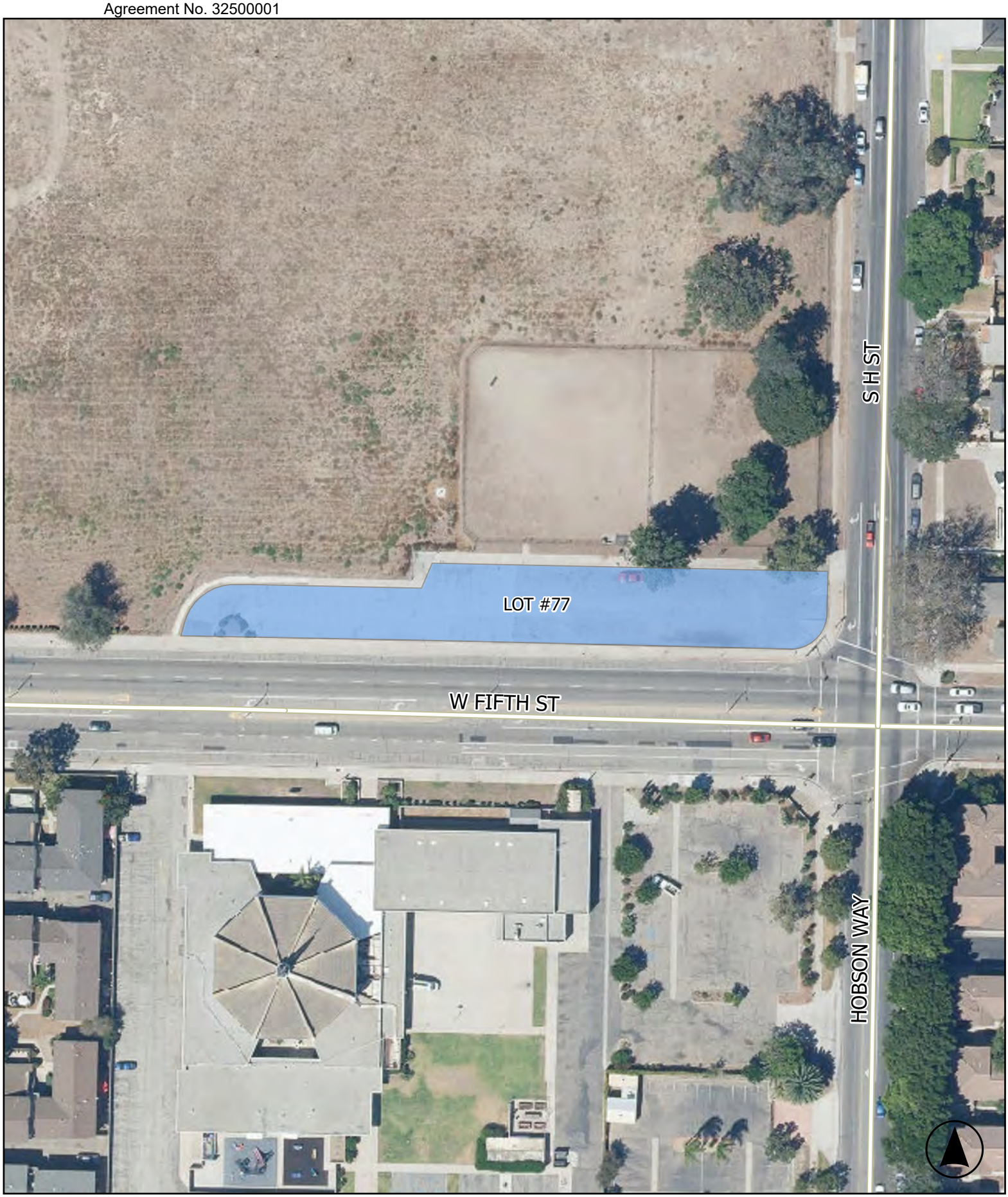
Lot 72


LOT
#74
FELICIA CT
FELICIA CT
N JUANITA AVE
COOPER RD
N MARQUITA ST
SAN GORGONIO AVE
LOT #73
MARISCO PL
E FIRST ST
S JUANITA AVE
E FIRST ST

Lots 73-74

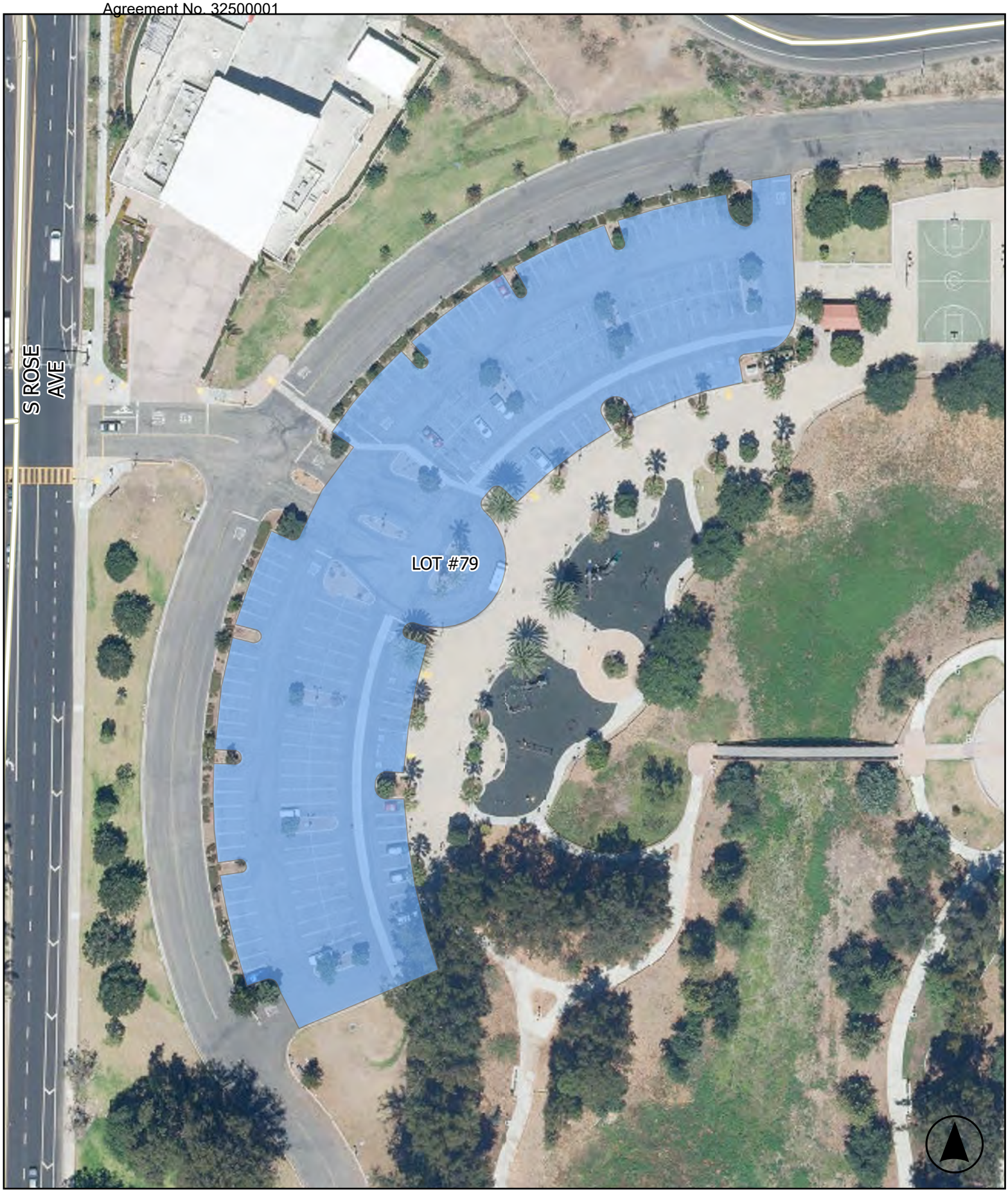


Lot 75



Lot 77

Lot 78

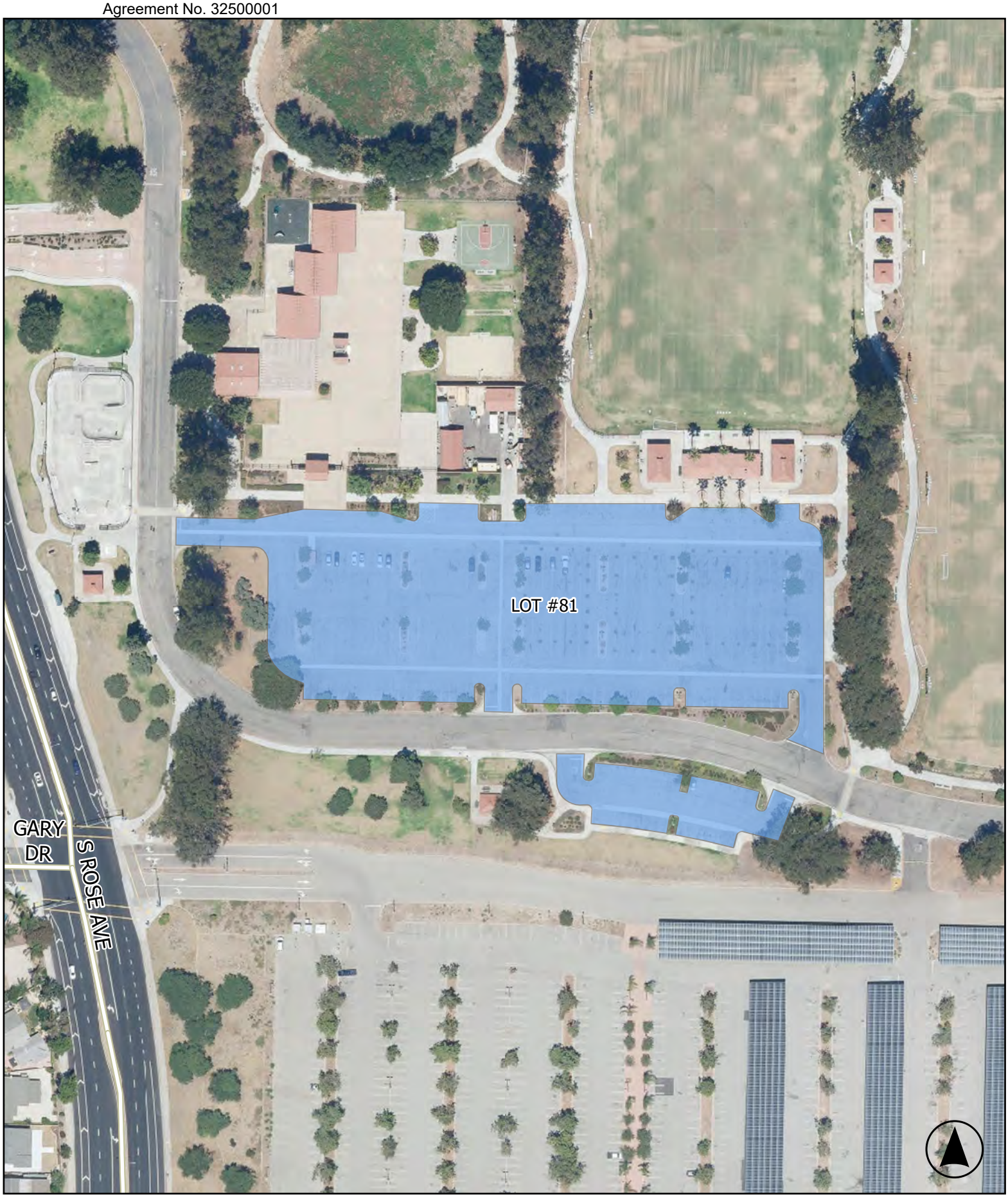


Lot 79

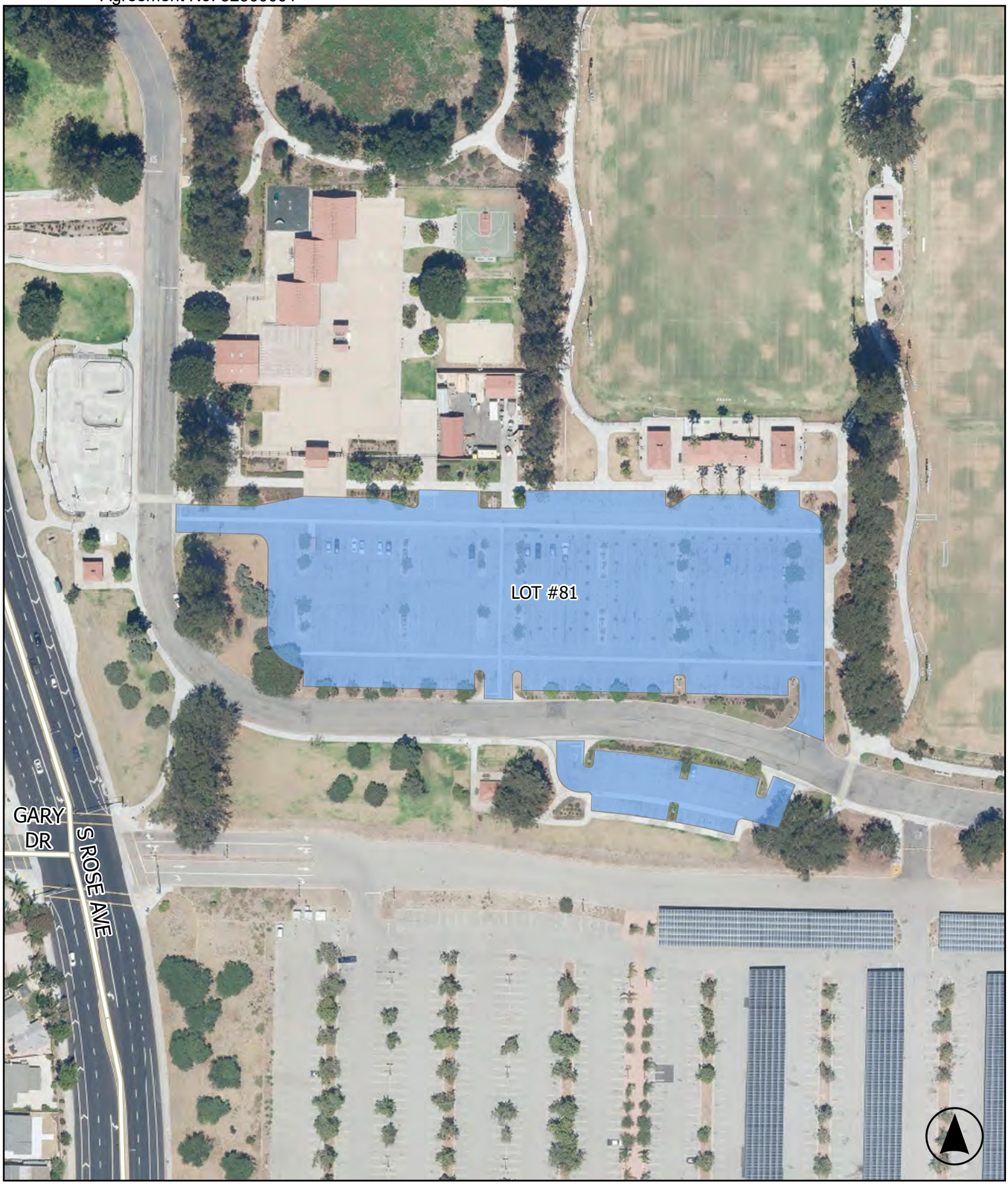
CITY OF OXNARD CALIFORNIA

Lot 80

CITY OF OXNARD CALIFORNIA



Lot 81



Lot 81

EXHIBIT H

TRADE SERVICES AGREEMENT
(CITY of Oxnard and SCA of CA, LLC)

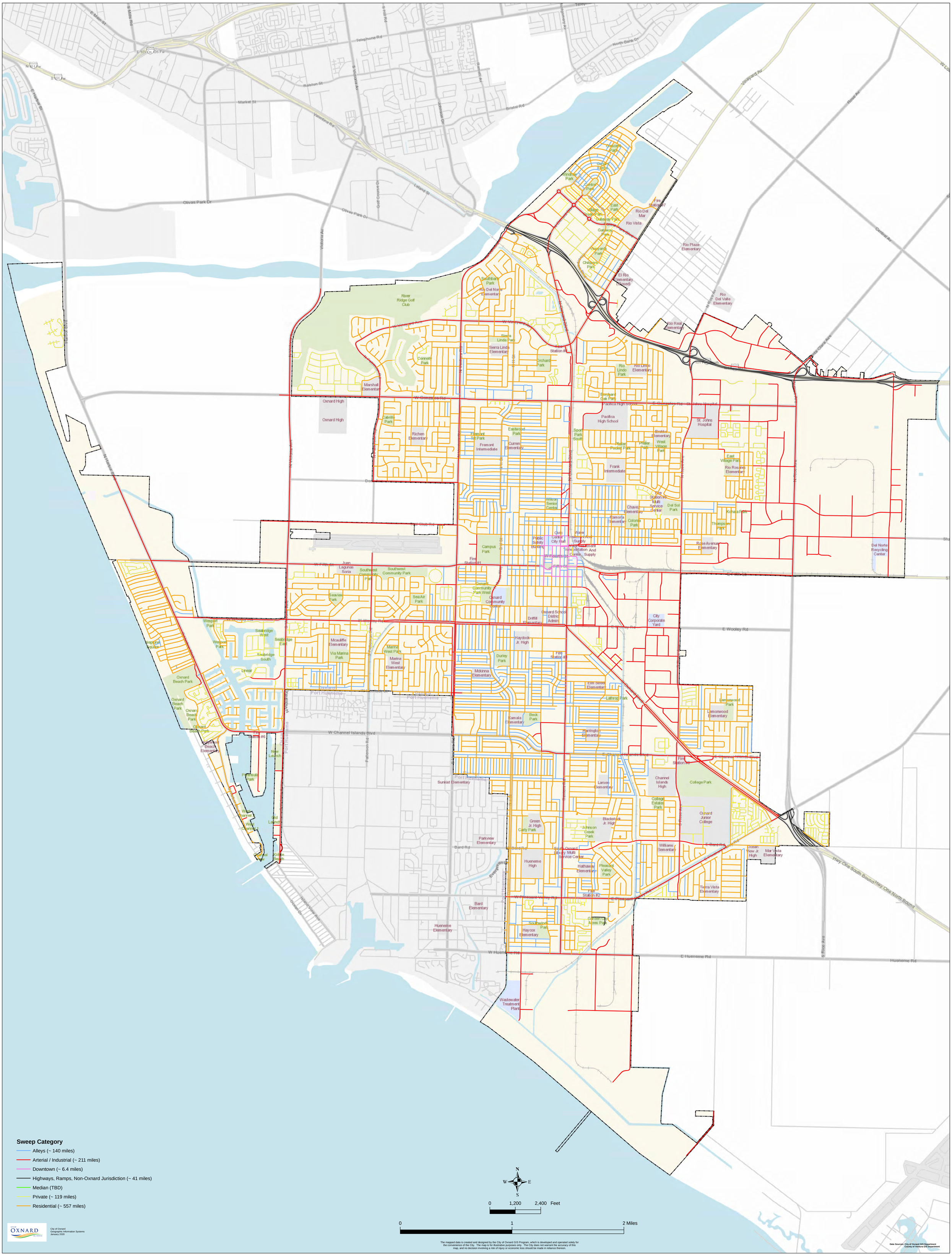
STREET SWEEPING LOCATION MAPS

ON THE FOLLOWING PAGES

Agreement No. 32500001

STREET SWEEPING

CURBMILES CALCULATIONS



Sweep Category

- Alleys (~ 140 miles)
- Arterial / Industrial (~ 211 miles)
- Downtown (~ 6.4 miles)
- Highways, Ramps, Non-Oxnard Jurisdiction (~ 41 miles)
- Median (TBD)
- Private (~ 119 miles)
- Residential (~ 557 miles)

N
W E
S

0 1,200 2,400 Feet

0 1 2 Miles

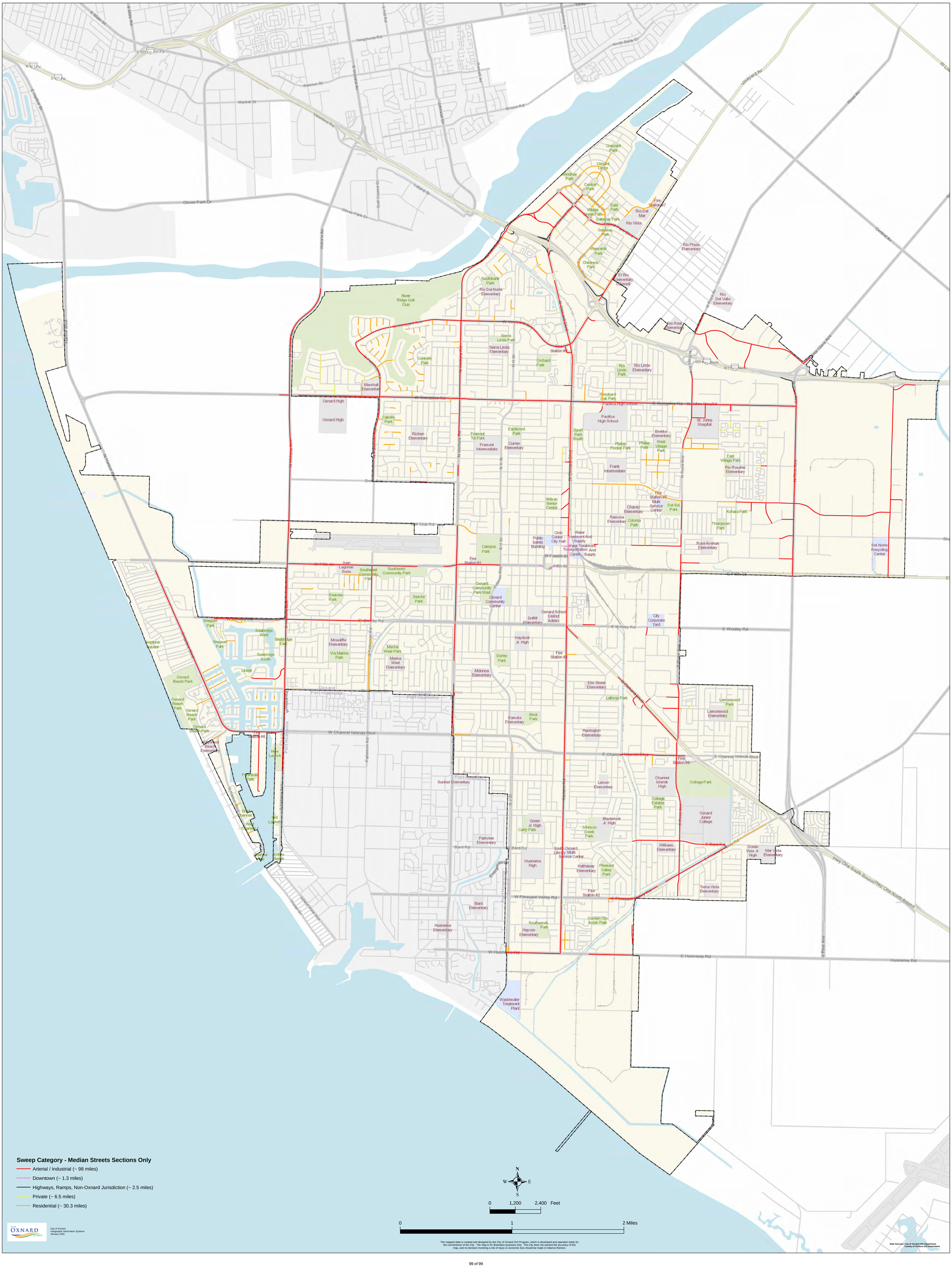
City of Oxnard
Geographic Information Systems
January 2020

The mapped data is created and designed by the City of Oxnard GIS Program, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map, and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Department
County of Ventura GIS Department

STREET SWEEPING

CURBMILES CALCULATIONS (MEDIANS ONLY)



Sweep Category - Median Streets Sections Only

- Arterial / Industrial (~ 98 miles)
- Downtown (~ 1.3 miles)
- Highways, Ramps, Non-Oxnard Jurisdiction (~ 2.5 miles)
- Private (~ 6.5 miles)
- Residential (~ 30.3 miles)

City of Oxnard
Geographic Information Systems
January 2020

N
W E
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0 1,200 2,400 Feet

0 1 2 Miles

The mapped data is created and designed by the City of Oxnard GIS Program, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map, and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Department
County of Ventura GIS Department

Trade Services Agreement 32500001 with SCA of CA, LLC for Citywide Street Sweeping Services

Public Works and Transportation Committee
April 23, 2024

City Council
May 21, 2024

Brian Yanez
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with SCA of CA, LLC for a one-year term ending June 30, 2025, with an option to extend for four additional one-year terms for a final expiration of June 30, 2029, for up to a five-year agreement with a not to exceed amount of $10,250,000 for citywide street sweeping services, alleyways, parking lots, parking structures and city facilities.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with SCA of CA, LLC for a one-year term ending June 30, 2025, with an option to extend for four additional one-year terms for a final expiration of June 30, 2029, for up to a five-year agreement with a not to exceed amount of $10,250,000 for citywide street sweeping services, alleyways, parking lots, parking structures and city facilities.

BACKGROUND

- The City of Oxnard outsources all sweeping services:
  - Citywide streets
  - Alleyways
  - Parking lots
  - City facilities

- Regular sweeping required under City's National Pollutant Discharge Elimination System (NPDES) permit issued by State Water Resources Board

- Sweeping days are generally the next business day after the refuse collection schedule

BACKGROUND

- August 2022, Assembly Bill 1886 (AB 1886) expanded the definition of "public works" to include street sweeping, as defined, maintenance performed for the routine cleaning of any publicly owned or publicly operated street

- The State's Department of Industrial Relations (DIR) published the current rate of $91.25 per hour on July 1, 2023, set to increase by $4.00 per hour to $95.25 on July 1, 2024

- Prior to AB 1886, the average wage for a street sweeper operator ranged between $25.00-$35.00

BACKGROUND

Table below provides a history of vendor names, dates of service, and curb mile costs over the past 10 years:

Street Sweeping Vendor History and Cost Per Curb Mile		
Vendor	**Dates**	**Curb Mile Cost**
SCA	September 2023 - June 30, 2024	$80
Venco*	October 2020 - September 2023	$28
Venco	April 2014 - March 2020	$24

*SCA acquired ownership of Venco in June 2022

DISCUSSION

- On December 28, 2023, the City's Purchasing Division conducted formal solicitation for citywide sweeping services (Bid Number PW24-72), with proposal due by January 31, 2024.
- Bid information posted on City's website and www.publicpurchase.com
- City received two (2) bid responses prior to the deadline and SCA of CA, LLC, was determined to be the lowest most responsive bidder.
- The contract will comply with all prevailing wage provisions made by the Department of Industrial Relations (DIR)

DISCUSSION

Approximately 21,256 curb miles are swept annually

CITY of Oxnard Street Sweeping Agreement	Annual Number of Sweeps	Total Curb Miles Per Sweep	Total Curb Miles Per Month	Total Annual Curb Miles
Residential/Restricted *Bi-Weekly*	24	590	1,180	~ 14,160
Less: No Residential/Restricted Sweeping *(Holiday Weeks)*	10 Holiday Weeks		(295)	(2,950)
Alleyways: *Monthly*	15	146	146	~ 2190
Arterial - *Bi-Weekly*	24	310	620	7,440
Downtown - *Weekly*	52	8	32	416
Total Annual Curb Miles				~ 21,256

Sweeping prevents trash, plant debris and sediment from entering the City's storm drain system

DISCUSSION

- Residential/Restricted Streets: Swept twice a month; will take place within areas designated by established routes;

- Arterial Streets: Approximately 620 curb miles; swept twice a month; must adhere to sweeping schedule;

- Alleyways: Approximately 146 crub miles; swept once a month;

DISCUSSION

- Downtown: Consists of downtown area and approximately 8 curb miles;
- Medians: Scheduled weekly on Tuesdays, except for City observed holidays;
- Parking Enforcement: In designated areas with proper signage, collaborates with Oxnard PD and staff.

DISCUSSION

- SCA of CA, LLC, will provide the following:
  - Regular citywide sweeping
  - Response to on-call emergency sweeping needs
  - Sweeping re-mapping and re-routing

- City does not pay SCA for days sweeping is interrupted (rain, natural disasters, health emergencies, etc.)

- SCA meets all City-required contractual provisions

FINANCIAL IMPACT

- Cost for this Contract is not to exceed $10,250,000 through June 30, 2029

- Significant increase in cost to this contract is due in large part from prevailing wage requirements as approved through AB1886

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.5

DATE: May 21, 2024

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Declaration of three parcels in Downtown Heritage Square as Surplus Land. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution:

1. Declaring the following as surplus property and no longer necessary for the City's use:

   a. 731 South A Street (Heritage Square Hall, "Chapel");
   b. 715 South A Street (Perkins Pump House, "Visitor's Center"); and
   c. 720 South B Street (Maulhardt Storehouse, "Winery").

2. Finding that the adoption of the resolution does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060 (c), (2) (3);15061 (b) (3);15064 (d) (3); 15378 (a)).

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fflcRcAvJwE

BACKGROUND

Executive Summary
The City owns three structures within Heritage Square in downtown Oxnard. The structures suffer from deferred maintenance and lack of active management, leaving them ripe for private investment and activation that would benefit the overall downtown. In order to sell any City owned property, or even enter into a long term lease for a city owned property, the first step is the City Council declaring the sites "surplus", meaning they are not necessary for agency use. The Surplus Land Act defines a surplus land and a formal process for the notice of available surplus lands, negotiation steps, and eventual disposition of land.

BACKGROUND
The concept for Heritage Square began in 1985. The mission was to recognize and memorialize the contributions of founding farm families by relocating their historic homes built between 1876 and 1912, which were then scattered throughout Oxnard, to one block in the downtown and restore them to their original grandeur. This concept grew to include a total of twelve period structures plus three accessory buildings. The concept was to use most of the structures for retail, office, and restaurant uses while Heritage Square Hall ("Chapel") was envisioned as the central community space and a key facility to host weddings and events.

The Heritage Square project, completed in 1991, is made up of fifteen buildings (Attachment 1). For the initial development, the Community Development Commission (CDC) of the City of Oxnard invested over $1,300,000 to create

a three-acre plaza with two intimate courtyards, turn-of-the-century landscaping, fountains, and other amenities to create this unique attraction in Oxnard's downtown.

The initial concept involved having the CDC cover the costs of bringing in three historic homes and the private parties covering the costs to bring in additional structures. Due to a recession the CDC incurred the expense to relocate and set twelve structures. (Attachment 1).

Current Use of City-Owned Buildings

The City currently owns three buildings at Heritage Square. Upon the dissolution of the CDC, the City acquired the Chapel and the Perkins Pump House ("Visitor's Center") in September 2012 via governmental transfer, while the Maulhardt Storehouse ("Winery") was purchased by the City from the former CDC in May 2018 for $75,000. The City continues to own these three properties at Heritage Square.

The Heritage Square Property Owners Association (HSPOA), of which the City is a member and holds a seat on the board, owns, manages, and maintains the common areas of Heritage Square. The HSPOA elects a board of directors annually.

Each property owner is required to contribute to the HSPOA on a pro-rata basis according to the square footage of each property. The assessments for the City's three buildings total $11,677.56 annually. In addition, the City must contribute to the Downtown Oxnard Improvement Associate (DOIA), which is approximately $2,075 annually, as well as pay for the utilities. Lastly, the City must fund the maintenance of the buildings (discussed later in the report).

In April of 2023, the City entered into an agreement with HSPOA for the use of the City's three buildings. There are no fees paid from the HSPOA to the City for the use of the City's three buildings. This agreement requires the HSPOA incur the HOA costs ($11,677.56 annually). During the 2023 calendar year, 117 events were held in addition to fifty-two public tours, serving 17,268 people resulting in $40,521 of rental income for the HSPOA in 2023. In addition, according to Elisa Glickman, a local arts and economics consultant under contract with HSPOA estimates an economic impact of $276,288.

1. **Heritage Square Hall** ("Chapel") is located at 731 South A Street. The Chapel serves as the central community space, a key facility to host public and private events, and the only public restroom to support events within Heritage Square. It is also designated as Ventura County Historical Landmark No.70. The site produces rental revenue associated with churches renting the space for weekly services and programs, meeting spaces, wedding ceremonies, and using the two public restrooms serving events in the larger community square. Often, this building is used in conjunction with the common space directly outside of the Chapel.
2. **Perkins Pump House** ("Visitor's Center") is located at 715 South A Street. Beginning in 1991, the space was utilized by City staff to facilitate public programming of the Square, primarily being used as the location to meet with prospective clients. Currently, the building primarily serves the needs of the Friends of Heritage Square (Friends), a volunteer organization that was established in 1993. The Friends provide regular tours of the Square and host educational and tourism-related programs serving the larger community. Currently, it provides the Friends with office space, a place to meet tour groups, and serves as their gift shop. This property is covered by the City's Agreement with the HSPOA, and per the Agreement no direct rent is required for the use of this building.
3. **Maulhardt Storehouse** ("Winery") is located at 720 South B Street. This building was envisioned as a potential flower shop, coffee shop, or small retail establishment. The six hundred-square-foot building is currently utilized as storage and event staging under the City's Agreement with HSPOA, and per the Agreement no direct rent is required for its use.

Needed Maintenance and Repairs of City Buildings

The City deferred maintenance of the properties after the 2012 State-wide dissolution of redevelopment agencies. Unfortunately, funding was not set aside to cover the cost of upkeep, maintenance, and repair for the buildings. With no specific funding set aside for the repairs and maintenance, over the years, the buildings owned by the City have aged, and maintenance and repair projects have accumulated.

The City's buildings were in such disrepair that in 2022, the HSPOA board of directors began levying fines on the City for the condition of its buildings. Per a Hearing Notice dated June 21, 2022, the board of directors stated, "The degree of

disrepair is now very dangerous. Flooding, stairs, and railings are falling apart and pose a grave danger to anyone that might attempt to use them." The board of directors voted to levy fines of up to $100 per month per building against the City until the buildings are brought up to the standards set forth in the HSPOA bylaws.

Beginning in April 2022 and concluding in May 2023, Public Works staff completed critical safety repairs, including installing a new pump to address flooding near the Winery, repairing railings on stairs, installing a new HVAC system in the Chapel and repairing a fire line leak near the Chapel.

In addition to the repairs already completed, in preparation for making a Council request for American Rescue Plan Act (ARPA) funding in 2021 year, City staff did a thorough review of the City-owned buildings and identified over $800,000 in repairs and upgrades needed, including:

1. Replacing the roof at the Chapeland Visitor's Center
2. Replacing and glazing windows in the Chapel
3. Interior and exterior painting of all buildings
4. Upgrading the ramp at the Winery to make it ADA accessible
5. Upgrading sinks in the Chapel restrooms to current ADA standards
6. Building repairs to the Chapel exterior due to dry rot and water damage

In March 2022, the Council approved $1,000,000 in ARPA funding for the repairs to the buildings. However, as of today, those repairs have not moved forward. This is due to competing city facility needs and the contemplation of the subject action to declare these properties surplus and return them to the private market.

DECLARATION OF SURPLUS LAND

The Surplus Land Act ("The Law") defines surplus land as land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use.

The Law requires that any land "not necessary for the agency's use" be declared surplus prior to disposition of the land, inclusive of long term leases. "Agency's use" is defined in the Law as land that is used or planned to be used for the agency's work or operations. As defined in The Law, "agency use" expressly excludes commercial or industrial uses, such as non-government retail, entertainment, or office development. If an agency disposes of land to finance such a project or activity, that disposition must go through the surplus land process under The Law. Attachment 3 includes an overview of the steps involved in the Surplus Land Process.

Staff proposes to declare surplus three City-owned properties at Heritage Square, which include the Chapel located at 731 South A Street; the Visitor's Center located at 715 South A Street; and the Winery located at 720 South B Street (Attachment 1).

Upon the City Council's determination that the subject property is surplus land, staff would follow the procedures set forth in Government Code § 54220 et seq. Those procedures require the City to offer the surplus land to certain public entities and prospective Housing Sponsors and enter into good faith negotiations with any interested parties that respond to the notice within the established time frame(s). If negotiations are successful, Staff will return to the City Council to request authorization to execute a negotiated disposition agreement with an interested party and submit required documentation to HCD.

The needed repairs can greatly affect the value of the structures. There was discussion about investing the ARPA funding in the buildings and then declaring the sites surplus, intending to get higher sales prices, or simply utilizing the ARPA funds for other city needs and selling the buildings "As Is." Ultimately, the staff recommendation is to sell the sites "As Is" after going through the Surplus Land Act process.

DOWNTOWN ZONING ORDINANCE

The properties are located within the downtown area of the City of Oxnard and are zoned Downtown General. Downtown General is "characterized by a mix of non-residential ground floor frontages with shopfronts and residential ground floors set back behind pedestrian-oriented frontages and resident/visitor access via dooryards, stoops, and spacious lobbies."

Some of the eligible uses within the Downtown General area are:

1. Residential including:

    a. Assisted Living
    b. Multi Family Dwellings
    c. Live Work

2. Commercial Gardens and Greenhouses
3. Farmers Market
4. Recreation, Resources Preservation, Open Space, and Public Assembly, including:

    a. Community Assembly
    b. Daycare (family, child, adult)
    c. Institution (includes school)
    d. Public Open Space
    e. Recreation or Commercial

5. Retail, Service, and Office
6. Public Parking Lot

ENVIRONMENTAL ANALYSIS

The proposed action will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment. This action, therefore, does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§15060(c), (2)(3); 15061(b)(3); 15064(d)(3); 15378(a).)

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

Currently, the City incurs Heritage Square association costs ($2,073.64 annually), as well as property-based improvement district assessment costs totaling $11,677.56 annually. The association fees are currently covered by the HSPOA per the Agreement. In addition, the deferred repair costs associated with the three buildings are estimated between $800,000 - $1,000,000.

There are no immediate financial impacts relative to the recommended Surplus action. Some minimal direct costs will be incurred due to notices that must be mailed to the State, other agencies, and registered developers notifying them of the City Council's surplus property list. The City of Oxnard will be responsible for paying these and any related costs. The following account: IO 1-4101-804-8209, will be used to pay for these expenditures. Staff may return to the City Council to seek authorization for additional expenditures associated with any future negotiations and disposition agreements with interested parties that may follow after the initial sixty-day notice period.

If Council approves the Surplus action and the properties are sold, then the net proceeds from the sale of the Chapel and Visitor's Center will be transferred to the Ventura County Auditor-Controller for distribution to the relevant taxing entities in the County due to the properties' connection to the CDC and redevelopment and because these two properties were transferred from the Successor Agency to the City for continued governmental use. As a taxing entity, the City's General Fund will receive a portion of the sale proceeds. The General Fund would be the sole beneficiary of the sale of the Winery.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Resolution
2. Heritage Square Properties
3. Surplus Land Process Summary
4. Presentation

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING CERTAIN CITY-OWNED REAL PROPERTIES TO BE SURPLUS PURSUANT TO THE SURPLUS LAND ACT

WHEREAS, the Surplus Property Land Act, Government Code Section 54220, et seq., defines surplus property as land owned by any local agency that is not necessary for the agency's use; and

WHEREAS, staff has completed a review of City-owned property and has identified certain sites that may not be necessary for the City's use as defined in state law; and

WHEREAS, the passage of this resolution will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment; this action, therefore, does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c), (2) (3);15061(b) (3);15064(d) (3); 15378(a)).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. Those three certain City-owned properties, and any rights, title, and interest therein, listed below are declared surplus pursuant to Government Code Section 54220 et seq.

a) Heritage Square Hall ("The Chapel") is located at 731 South A Street;

b) Perkins Pump House ("The Visitor's Center") is located at 715 South A Street; and

c) Maulhardt Storehouse ("The Winery") is located at 720 South B Street

SECTION 2. The City Manager or designee is authorized to prepare and send all notices required by state law related to the declaration of the above-identified surplus property including, without limitation, notices of availability of the surplus property as provided for by state law.

SECTION 3. The City Manager or designee is authorized to do all things which are deemed necessary or proper to effectuate the purposes of this Resolution. Such actions include, but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.

SECTION 4. The passage of this resolution will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment; this action, therefore, does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c), (2)(3); 15061(b)(3); 15064(d)(3); 15378(a)).

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

John C. Zaragoza, Mayor

ATTEST:

_____

Rose Chaparro, City Clerk

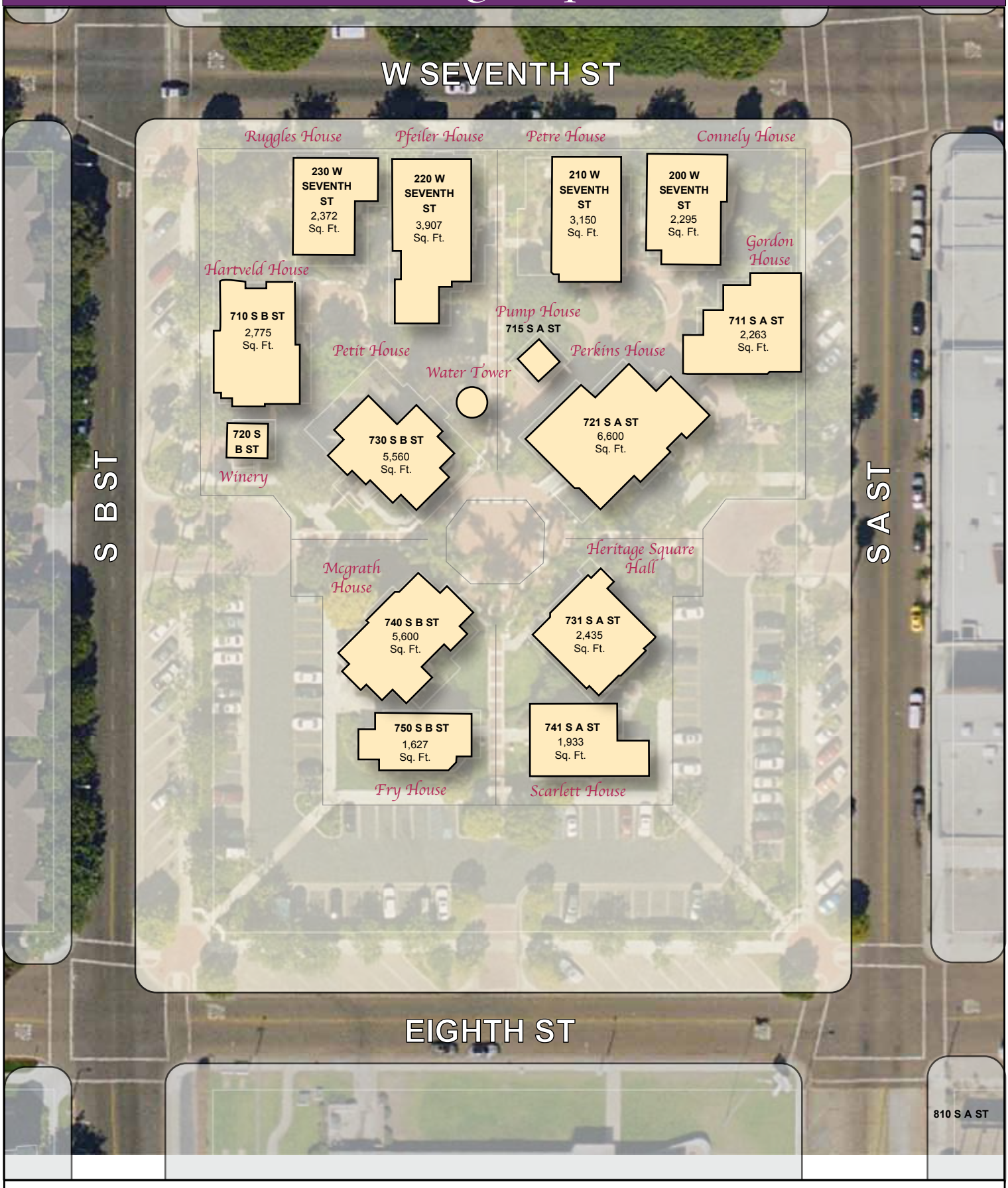
APPROVED AS TO FORM:

Stephen Fischer, City Attorney

HERITAGE SQUARE PROPERTIES

1. Snively / Ruggles House
   - 230 West Seventh Street
   - Private Owner
2. Pfeiler House
   - 220 West Seventh Street
   - Private owner
3. Petre House
   - 210 West Seventh Street
   - Private owner
4. Connely House
   - 200 West Seventh Street
5. Patterson / Hartveld House
   - 710 South B Street
   - Brought in by the CDC
   - Sold in 1989 to a private party
6. Pfeiler Water Tower
   - Constructed by the CDC
   - HSPOA is current Owner
7. Perkins Pump House ("Visitor's Center)
   - 715 South A Street
   - Transferred from the CDC to the City in September 2012
8. Gordon House
   - 711 South A Street
   - Brought in by the CDC. Sold in 1999 to a private party
9. Perkins Home
   - 721 South A Street
   - County Historical Landmark No. 145
10. Petit House
    - 730 South B Street
    - Reverted to the CDC in 2001
    - CDC sold to a private party in August 2003
    - County Historical Landmark No 100
11. Maulhardt Storehouse ("Winery". This is a replica of a building)
    - 720 South B Street
    - Built on site
    - Due to the dissolution of redevelopment, this was built by the City from the Successor Agency to the CDC (Successor Agency) for $75,000
12. McGrath House
    - 740 South B Street
    - Reverted to the CDC in 2001 and sold by the Successor Agency to a private party in 2018 for $475,000
13. Heritage Square Hall ("Chapel")
    - 731 South A Street
    - Brought in by the CDC
    - Transferred from the CDC to the City in September 2012
    - County Historical Landmark No. 70
14. Scarlett House
    - 741 South A Street
    - Brought in by the CDC. Sold in 1995 to a private party
15. Fry House
    - 750 South B Street
    - Brought in by the CDC. Sold in 1993 to a private party

Heritage Square



Heritage Square

0 12.5 25 50 75 100 Feet

February 9,2010

Oxnard Community Development

SURPLUS LAND PROCESS SUMMARY

Notice of Availability

The Local Agencies must undergo the following two-part process for all properties that have been declared surplus. First, the Local Agencies will contact the California Department of Housing and Community Development (HCD) to obtain a list of all Housing Sponsors who have expressed an interest to HCD in developing affordable housing. Housing sponsors, as defined by Health and Safety Code section 50074, are those developers that have completed the California Housing and Finance Agency's (CALHFA) Self Certification as a Housing Sponsor form. The Local Agencies would then need to prepare and send a notice of availability for the relevant "surplus land" to the Housing Sponsors on HCD's list, other public agencies (as defined in Health and Safety Code 50079), and HCD prior to any solicitation or negotiation with other developers or interested parties.

As part of the proposed action, staff seeks authorization for the City Manager or designee to send written notices of availability to appropriate public agencies and prospective Housing Sponsors and enter into good faith negotiations with any interested parties that respond to the notice within the established time frame. Recipients of the notice will have sixty days to indicate their interest in the purchase of the surplus land. If a recipient timely expresses interest in the purchase, the subject Local Agency must enter into good faith negotiations for a period of not less than ninety days. Although the City is prohibited from negotiating certain terms (such as preventing residential use, reducing density, or imposing design requirements making affordable housing not viable), the City would not be required to approve any discretionary entitlements. The Local Agencies are also not required to sell the land to the interested party. If more than one of the entities expresses an interest, then priority must go to the project with the most affordability. If terms are not agreed upon between the interested party and the Local Agency within this ninety-day period of good faith negotiations, the Local Agency may negotiate with any other developers or interested parties for the disposition of the surplus land. Staff will return to the City Council to request authorization to execute a negotiated disposition agreement with an interested party and submit required documentation to HCD, as described later in this report, prior to the disposition of a surplus site.

The Law expresses a preference for residential uses and particularly affordable housing. With certain exceptions, the Local Agencies cannot disallow a residential site as a condition of disposal of property. Additionally, if the surplus property is sold to an entity intending to develop ten or more residential units, at least fifteen percent of the property must be restricted as affordable units. No consideration is made in the Law regarding the existing general plan or zoning limits, nor does the Law supersede local land use control.

Notice to HCD

Prior to any disposition of property, the Local Agencies are required to submit to HCD a form describing the actions taken, including sending notices of availability and any negotiations conducted. If the private project includes ten or more housing units, then affordable housing restrictions must also be submitted for review. HCD should respond to the Local Agencies within thirty days of receiving the notice. During this period, HCD will inform the Local Agencies of any perceived failure to comply with the surplus land process. If HCD does not respond within thirty days, then the Local Agencies would be deemed to comply.

Remedial Action

If HCD informs the Local Agencies of any perceived failure to comply with the surplus land process, then the Local Agencies must resolve the issue. If the Local Agencies dispose of property in violation of the Law, then it will be required to pay as a penalty thirty percent of the sales price into an affordable housing fund and rising to fifty percent for every subsequent violation.

Disposal of Property

Finally, the Local Agencies may dispose of the property to the entity per the negotiated agreement.

Annual Report

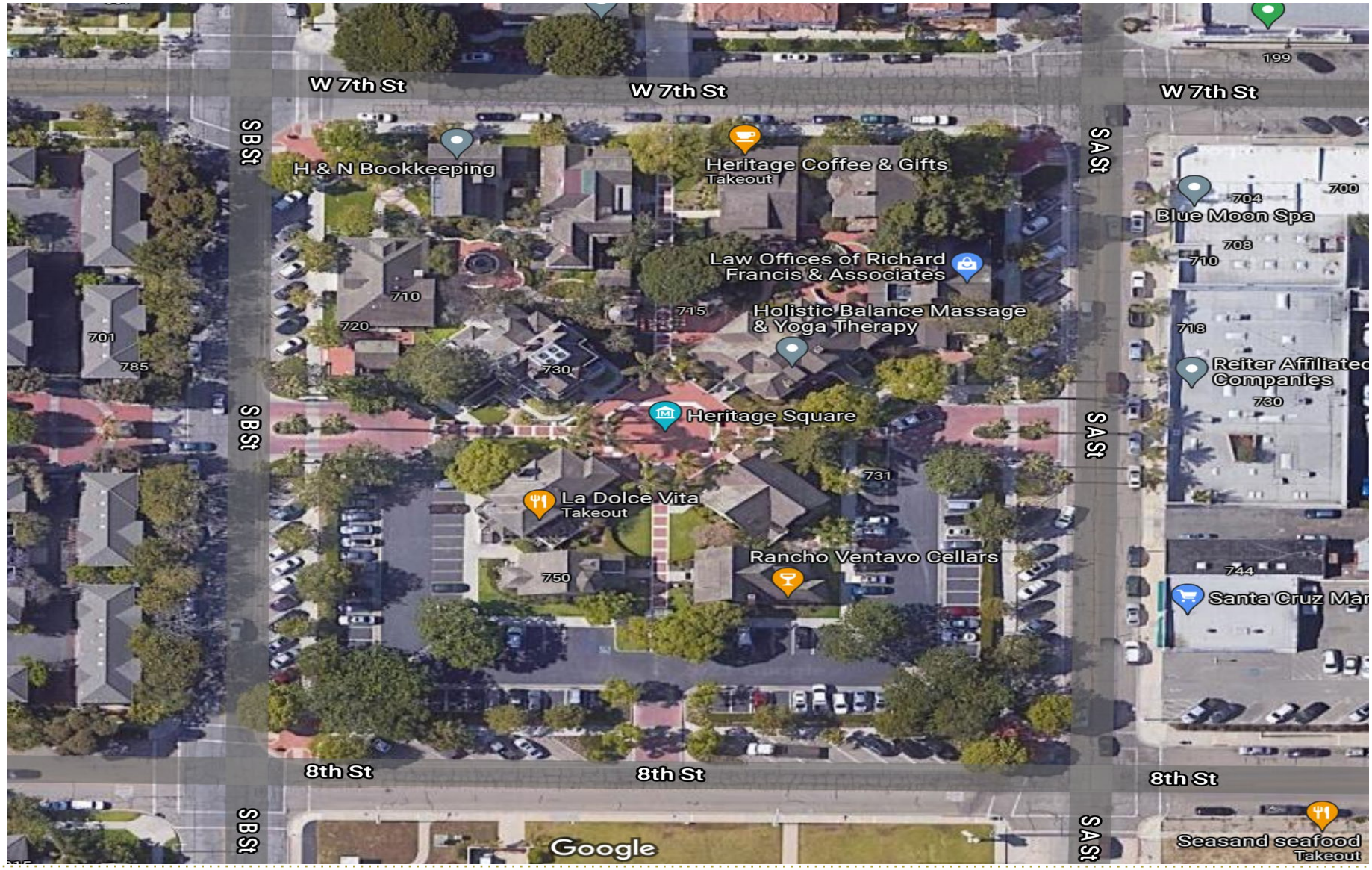
The Law requires the City to report on the list of surplus lands annually, which is due April 1 of each year.

Declaration of three parcels in Downtown Heritage Square as Surplus Land

Emilio Ramirez
Housing Director
City Council

CITY OF OXNARD CALIFORNIA

HERITAGE SQUARE



CITY OWNED PROPERTIES

Pump House

Chapel

Winery

SUMMARY

1. The City owns three structures at Heritage Square
2. The structures suffer from deferred maintenance and lack of active management, leaving them ripe for private investment and activation that would benefit the overall downtown
3. In order to sell or lease any City owned property the first step is the City Council declaring the sites “surplus”, meaning they are not necessary for agency use
4. The Surplus Land Act defines a surplus land and a formal process for the notice of available surplus lands, negotiation steps, and eventual disposition of land

SUBJECT PROPERTIES

1. Heritage Square Hall ("Chapel") is located at 731 South A Street
2. Perkins Pump House ("Visitor's Center") is located at 715 South A Street
3. Maulhardt Storehouse ("Winery") is located at 720 South B Street
4. All three properties are in need of improvements
5. Annual association fees are $11,677,56 and DOIA PBID fees are $2,073.64
6. City agreed with HSPOA to use City's three buildings in April 2023
7. Agreement requires the HSPOA to pay utility expenses and incur the HOA costs
8. During the 2023 calendar year, 117 events were held in addition to 52 public tours, serving 17,268 people resulting in $40,521 of rental income for the HSPOA in 2023
9. Created an estimated $276,288 economic impact.

NEEDED REPAIRS

1. City deferred maintenance of properties after dissolution of redevelopment
2. Funding was not set aside to cover the cost of continuing maintenance
3. City buildings have aged, and maintenance and repair costs have grown
4. HSPOA board of directors began to fine the City due to property conditions
5. The board of directors stated, "The degree of disrepair is now very dangerous. Flooding, stairs, and railings are falling apart and pose a grave danger to anyone that might attempt to use them."
6. In 2023 Public Works staff completed critical safety repairs, including installing a new pump to address flooding near the Winery, repairing railings on stairs, installing a new HVAC system in the Chapel and repairing a fire line leak near the Chapel

NEEDED REPAIRS

In addition to the repairs already completed, in preparation for making a Council request for American Rescue Plan Act (ARPA) funding in 2021 year, City staff did a thorough review of the City-owned buildings and identified over $800,000 in repairs and upgrades needed, including:

1. Replacing the roof at the Chapel and Visitor's Center
2. Replacing and glazing windows in the Chapel
3. Interior and exterior painting of all buildings
4. Upgrading the ramp at the Winery to make it ADA accessible
5. Upgrading sinks in the Chapel restrooms to current ADA standards
6. Building repairs to the Chapel exterior due to dry rot and water damage
7. In March 2022, the Council approved $1,000,000 in ARPA funding for the repairs to the buildings but the repairs have not moved forward

DECLARATION OF SURPLUS LAND

1. The Surplus Land Act defines surplus land as land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use
2. The Law requires that any land "not necessary for the agency's use" be declared surplus prior to disposition of the land
3. "Agency's use" is defined As land that is used or planned to be used for the agency's work or operations
4. “Agency use" expressly excludes commercial or industrial uses, such as non-government retail, entertainment, or office development
5. If an agency disposes of land to finance such a project or activity, that disposition must go through the surplus land process defined by the Surplus Land Act

DECLARATION OF SURPLUS LAND

1. Staff proposes to declare surplus three City-owned properties at Heritage Square
2. Upon the City Council's determination that the properties are surplus lands, staff would follow the procedures set forth in Government Code § 54220
3. City must offer the surplus land to public entities and prospective Housing Sponsors and enter into good faith negotiations with any interested parties that respond to the notice within the established time frame
4. If negotiations are successful, Staff will return to the City Council to request authorization to execute a negotiated disposition agreement with an interested party and submit required documentation to the State
5. The needed repairs can greatly affect the value of the structures
6. Staff recommends selling the sites "As Is" after the Surplus Land Act process

DOWNTOWN ZONING

1. The properties are located within the downtown area of the City of Oxnard and are zoned Downtown General
2. Downtown General is characterized by a mix of non-residential ground floor frontages with shopfronts and residential ground floors set back behind pedestrian-oriented frontages and access via dooryards, stoops, and spacious lobbies
3. Eligible uses include
    a) Residential
    b) Commercial Gardens and Greenhouses
    c) Farmers Market
    d) Recreation, Resources Preservation, Open Space, and Public Assembly
    e) Retail, Service, and Office
    f) Public Parking Lot

FINANCIAL IMPACT

1. City incurs annual association fees of $11,677.56, paid by the HSPOA
2. City incurs annual DOIA assessment costs totaling $2,073.64 annually
3. Aggregate deferred repair costs could be as much as $800,000 - $1,000,000
4. No immediate financial impacts relative to the recommended Surplus action
5. Minimal direct costs will be incurred by notifying potential buyers
6. If Council approves the Surplus action and the properties are sold, then the net proceeds from the sale of the Chapel and Visitor's Center will be transferred to the Ventura County Auditor-Controller for distribution to the relevant taxing entities in the County
7. As a taxing entity, the City's General Fund will receive a portion of the sale proceeds
8. The General Fund would be the sole beneficiary of the sale of the Winery

RECOMMENDATIONS

That the City Council adopt a resolution:

1. Declaring the following as surplus property and no longer necessary for the City's use:

   a) 731 South A Street (Heritage Square Hall, "Chapel");

   b) 715 South A Street (Perkins Pump House, "Visitor's Center"); and

   c) 720 South B Street (Maulhardt Storehouse, "Winery").

2. Finding that the adoption of the resolution does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060 (c), (2) (3);15061 (b) (3);15064 (d) (3); 15378 (a)).

CITY OF OXNARD CALIFORNIA

END OF PRESENTATION

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.6

DATE: May 21, 2024

TO: City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark)

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Certificates of Sufficiency of Signatures for Three Initiative Petitions.

RECOMMENDATION

That the City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark), receive and file the certificates of sufficiency for the following three initiatives:

1. "Repeal of Community Facilities No. 5 (RiverPark) Special Taxes";
2. "Limitations on Uses of Special Taxes for Community Facilities District No. 5 (RiverPark)"; and
3. "Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark)".

BACKGROUND

The City Clerk has received Notices of Intent to Circulate Petition for three initiative petitions from the proponents, who provided proof that the ballot titles and summaries provided by the City Attorney's Office were published on April 11, 2024 as required by Elections Code Sections 9205.

The proponents delivered the completed petitions to the City Clerk's office on April 24, 2024, which were then forwarded to the Ventura County Elections Division for signature verification. The Ventura County Elections Division performed a review of the signatures submitted by the proponents.

On May 9, 2024, the Elections Division finalized its count of the signatures and provided signature verification certificates for the three initiatives. The three initiatives outlined above met the requirements for sufficient signatures, and the City Clerk prepared the attached Certificates of Sufficiency that indicate that the required number of valid signatures has been submitted in favor of the proposed initiatives. On another agenda item on tonight's agenda, the City Council will consider whether to adopt the ordinances proposed by the three initiative measures, submit the ordinances proposed by the initiative measures to the voters, or order a report regarding the impacts of the proposed initiative measures. (Election Code Section 9215.)

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The financial impact of this item is unknown at this time.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. City Clerk Certificates of Sufficiency Initiative Petition Signatures_CFD 5 Measures
2. County Certificates of Sufficiency_ CFD5 Measures

CITY OF
OXNARD
CALIFORNIA

CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION SIGNATURES FOR "LIMITATIONS ON USES OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK)"

I, Rose Chaparro, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The initiative petition entitled "Limitations on Uses of Special Taxes for Community Facilities District No. 5 (Riverpark)" was filed with the City Clerk's office on April 24, 2024.

That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	202
Total number of signatures verified:	111
Number of signatures found VALID:	104
Number of signatures found INVALID:	7

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 13th day of May, 2024.

CITY OF OXNARD INCORPORATED JUNE 30, 1903 STATE OF CALIFORNIA

R. Chaparro

Rose Chaparro, CMC
City Clerk

CITY OF
OXNARD
CALIFORNIA

CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION SIGNATURES FOR "REDUCTION OF THE MAXIMUM SPECIAL TAXES THAT CAN BE IMPOSED WITHIN COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK)"

I, Rose Chaparro, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The initiative petition entitled "Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (Riverpark)" was filed with the City Clerk's office on April 24, 2024.

That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	202
Total number of signatures verified:	112
Number of signatures found VALID:	104
Number of signatures found INVALID:	8

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 13th day of May, 2024.

CITY OF OXNARD INCORPORATED JUNE 30, 1903 STATE OF CALIFORNIA

R. Chaparro

Rose Chaparro, CMC
City Clerk

CITY OF
OXNARD
CALIFORNIA

CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION SIGNATURES FOR "REPEAL OF COMMUNITY FACILITIES NO. 5 (RIVERPARK) SPECIAL TAXES"

I, Rose Chaparro, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The initiative petition entitled "Repeal of Community Facilities No. 5 (Riverpark) Special Taxes" was filed with the City Clerk's office on April 24, 2024.

That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	206
Total number of signatures verified:	112
Number of signatures found sufficient:	104
Number of signatures found insufficient:	8

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 13th day of May, 2024.

CITY OF OXNARD INCORPORATED JUNE 30, 1903 STATE OF CALIFORNIA

R. Chaparro

Rose Chaparro, CMC
City Clerk

SIGNATURE VERIFICATION CERTIFICATE

I, **MICHELLE ASCENCION**, Clerk-Recorder & Registrar of Voters of the County of Ventura, State of California,

Hereby certify that: Initiative Measure Repeal of Community Facilities No. 5 (Riverpark) Special Taxes, petition was received in this office on April 25, 2024.

That the said petition consists of 21 sections.

That each section contains signatures purporting to be signatures of qualified electors of this county;

That attached to this petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own knowledge and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition, I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

1. Number of unverified signatures filed by proponent (raw count)	206
2. Number of signatures checked	112
Number of signatures found VALID	104
Number of signatures found INVALID	8

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of May 2024.

Christina Onias

CHRISTINA ONIAS
Assistant Registrar of Voters

SIGNATURE VERIFICATION CERTIFICATE

I, **MICHELLE ASCENCION**, Clerk-Recorder & Registrar of Voters of the County of Ventura, State of California,

Hereby certify that: Initiative Measure Limitations on Uses of Special Taxes for Community Facilities District No. 5 (Riverpark), petition was received in this office on April 25, 2024.

That the said petition consists of 22 sections.

That each section contains signatures purporting to be signatures of qualified electors of this county;

That attached to this petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own knowledge and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition, I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

1. Number of unverified signatures filed by proponent (raw count)	202
2. Number of signatures checked	111
Number of signatures found VALID	104
Number of signatures found INVALID	7

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of May 2024.

Christina Onias

CHRISTINA ONIAS
Assistant Registrar of Voters

SIGNATURE VERIFICATION CERTIFICATE

I, **MICHELLE ASCENCION**, Clerk-Recorder & Registrar of Voters of the County of Ventura, State of California,

Hereby certify that: Initiative Measure Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (Riverpark), petition was received in this office on April 25, 2024.

That the said petition consists of 22 sections.

That each section contains signatures purporting to be signatures of qualified electors of this county;

That attached to this petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own knowledge and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition, I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

1. Number of unverified signatures filed by proponent (raw count)	202
2. Number of signatures checked	112
Number of signatures found VALID	104
Number of signatures found INVALID	8

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of May 2024.

Christina Onias

CHRISTINA ONIAS
Assistant Registrar of Voters

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.7

DATE: May 21, 2024

TO: City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark)

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Consideration of Action on Certified Initiative Measures Titled:
1. "Repeal of Community Facilities No. 5 (RiverPark) Special Taxes;"
2. "Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark);" and
3. "Limitations on Uses of Special Taxes for Community Facilities District No. 5 (RiverPark)."

RECOMMENDATION

That the City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark) of the City of Oxnard:

1. For each initiative certified to date as sufficient by the City Clerk, either:
   a) adopt the ordinance
   b) call an election, or
   c) order a report pursuant to Elections Code Section 9212; and

2. If calling the election, adopt resolution(s) ordering consolidation with the November 5, 2024 statewide election and requesting the County Clerk conduct the election and authorize the Board of Supervisors to canvass the returns.

BACKGROUND

The City Clerk has certified as sufficient the petitions for the three initiatives listed in the subject of this report. Pursuant to Elections Code Section 9215, if an initiative petition is signed by a sufficient percentage of voters within Community Facilities District No. 5, then the governing body shall take one of the following actions:

1. Adopt the ordinance, without alteration, at the regular meeting at which the certification of the petition is presented, or within 10 days after it is presented;
2. Submit the ordinance, without alteration, to the voters pursuant to Section 1405; or
3. Order a report pursuant to Section 9212 at the regular meeting at which the certification of the petition is presented. When the report is presented to the legislative body, the legislative body shall either adopt the ordinance within 10 days or order an election pursuant to Section 1405.

The report the Council may order pursuant to Section 9212 ("9212 Report") is to address impacts or effects of the initiative, including fiscal impacts and "any other matters the requests to be in the report." Section 9212(a)(8). The 9212 Report must be prepared within the time set by the Council, "but no later than 30 days after the elections official certifies to the legislative body the sufficiency of the petition." Section 9212(b).

If Council opts to place any ordinances on the ballot, the corresponding resolution(s) must be adopted to call the election and request the measures' consolidation with the statewide general election to be held November 5, 2024.

As additional background, this agenda report includes the ballot titles and summaries that were provided to the individuals asked to sign these petitions.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The financial impact of this item is unknown at this time

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kenneth Rozell, Chief Assistant City Attorney, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Resolution Calling Election (CFD5) _ Repeal measure_
2. Exhibit A_ Request for Specified Election Services Ballot Measures
3. Exhibit B_ Ordinance Repeal of CDF 5 Special Taxes
4. Resolution Calling Election (CFD5) _ Reduction of max tax measure_
5. Exhibit A_ Request for Specified Election Services Ballot Measures
6. Exhibit B_ Ordinance Reduction of Maximum Special Taxes for CFD 5
7. Resolution Calling Election (CFD5) _ Limitations on Uses measure_
8. Exhibit A_ Request for Specified Election Services Ballot Measures
9. Exhibit B_ Ordinance Limitations on Uses of Special Taxes for CFD 5
10. Ballot Title_Summary Repeal of CFD 5 Special Taxes
11. Ballot Title_ Summary Reduction of the Maximum Special Taxes Within CFD 5
12. Ballot Title_Summary Limitations on Uses of Special Taxes for CFD 5

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 5, 2024 TO CONSIDER THE ADOPTION OF A MEASURE ENTITLED "REPEAL OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) SPECIAL TAXES", REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, the proponents of an initiative measure submitted to the City Clerk of the City of Oxnard (acting as the Clerk of Community Facilities District No. 5 (Riverpark) of the City of Oxnard (hereafter, "CFD No. 5") a Notice of Intention to Circulate Initiative Petition that proposes to adopt an ordinance that would eliminate funding generated by CFD No. 5, and a Proof of Publication of the Notice; and

WHEREAS, on May 9, 2024, the Ventura County Registrar of Voters verified that the number of valid signatures on the initiative petition is 104, which is sufficient for the initiative measure to qualify for the ballot; and

WHEREAS, pursuant to California Elections Code Section 9215, the City Council (acting as the legislative body of CFD No. 5) must either: (a) adopt the ordinance, without alteration, either at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented; (b) submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or (c) order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented; and

WHEREAS, California Elections Code Section 1405 provides that the election for a municipal or district initiative that qualifies for the ballot shall be held at the jurisdiction's next regular election occurring not less than 88 days after the date of the order of election, unless the governing body calls a special election; and

NOW, THEREFORE, the City Council of the City of Oxnard (acting as the legislative body of Community Facilities District No. 5 (RiverPark)) hereby resolves as follows:

SECTION 1. The foregoing recitals are adopted as the findings of the City Council of the City of Oxnard (acting as the legislative body of Community Facilities District No. 5 (RiverPark)) as though fully set forth herein.

SECTION 2. The initiative measure shall be submitted to the voters of CFD No. 5 at the regular election to be held on November 5, 2024.

SECTION 3. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section

10401, order that this election of CFD No. 5 be consolidated with the statewide general election to be held on November 5, 2024, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 4. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the CFD on November 5, 2024.

SECTION 5. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on Exhibit A, which is attached hereto and a made a part hereof, and any and all other services and supplies necessary to complete the election on November 5, 2024.

SECTION 6. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 7. The text of the proposed ordinance is attached to this Resolution as Exhibit B. The text of the proposed ordinance shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard. If not provided in the voter guide, upon request, copies will be sent at the expense of CFD No. 5.

SECTION 8. The ballot question shall be substantially as follows:

"Repeal of Community Facilities No. 5 (RiverPark) Special Taxes

Shall an ordinance repealing all of the taxes generated by Community Facilities District No. 5 (RiverPark) – which currently fund extra police protection services within RiverPark, maintain all of the parks and open space areas within RiverPark at enhanced service levels, maintain sports fields used for youth baseball and soccer, and fund flood and storm protection services -- be adopted?
Yes (_____)

No (_____)"

SECTION 9. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 10. The City Council directs the City Clerk to transmit a copy of the initiative measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law.

SECTION 11. The initiative measure shall only pass if a majority of votes cast on the measure are "yes" votes.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council (acting as the legislative body of Community Facilities District No. 5 (RiverPark)) shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. CFD No. 5 shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 15. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 16. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

PASSED AND ADOPTED THIS 21st Day of May, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Exhibit A

Exhibit B

Exhibit A

MICHELLE ASCENCION
Clerk-Recorder & Registrar of Voters
Elections Division

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
BALLOT MEASURES

TO: **MICHELLE ASCENCION**, Clerk-Recorder & Registrar of Voters

FROM: City of Oxnard (City Name) Rose Chaparro (City Clerk)

ELECTION: Presidential General Election DATE: November 5, 2024

NOTE: A MAP MUST BE PROVIDED OF THE AREA/DISTRICT THAT WILL VOTE ON THE MEASURE.

SERVICE OPTIONS Place a check mark next to the desired service (one selection per item):

ITEM #1 PUBLICATIONS

✓ A. County elections official is requested to publish: Notice of Election of Measure and Vote Centers.

____ B. City will publish and send proof of publication to Elections

ITEM #2 COUNTY VOTER INFORMATION GUIDE PUBLICATION

✓ A. Print Full Text of Ballot Measure.

____ B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3 MEASURE/INITIATIVE PROPONENT FILINGS (IF APPLICABLE)

____ A. Random sample of 500 signatures.

✓ B. Full check of all signatures submitted, up to the required number.

PERCENTAGE OF VOTES REQUIRED FOR MEASURE TO PASS: 50% +1

ELECTIONS DIVISION SERVICES PROVIDED:

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL: Elections Division provides electronic copies.

TRANSLATIONS: Elections Division provides all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES: Elections Division prints arguments/analyses for each measure, Sample Ballots, and Vote Center/Ballot Drop Box lists in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS: Elections Division processes all Vote By Mail ballots.

ELECTION RESULTS: Elections Division posts results and regular updates on its website: VenturaVote.org.

The undersigned requests the above election services to be performed by the Ventura County Elections Division and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for all services requested upon presentation of the invoice.

Name of City: _ City of Oxnard_____

Print Name & Title: __Rose Chaparro, City Clerk _____

Signature: R. Chaparro

Date: __May 9, 2024_____

Rev. 04/08/2024

Exhibit B

CITY CLERK OXNARD
MAR 18 '24 AM 1:47

ORDINANCE REPEALING SPECIAL TAX IN
COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK)

The people of the City of Oxnard do ordain as follows:

SECTION 1. Title.

This initiative shall be known and may be cited as the "Repeal Riverpark Mello-Roos Taxes Act."

SECTION 2. Findings and Declarations.

The people of the City of Oxnard find and declare all of the following:

a) The City of Oxnard imposes a Mello-Roos tax on Community Facilities District No. 5 (Riverpark) ("the District"), charging property owners a special tax

CITY CLERK OXNARD
MAR 18 '24 PM1:47

to fund general services currently provided to other Oxnard residents through their normal property and sales taxes.
b) As a result, many Riverpark residents believe they are being unfairly double-charged for the same services, and that such unreasonable and excessive Mello-Roos taxes depress the property values of homeowners.
c) Most Oxnard homeowners do not pay extra on their property tax bills to maintain City-owned property and receive standard municipal services generally offered throughout the City, such as police, fire, park, recreational, open space, landscaping, street and street lighting, flood and storm protection, and stormwater treatment facilities.
d) The City of Oxnard needs to take responsibility for maintaining City-owned property and providing standard municipal services to the residents of Riverpark.
e) If the City chooses to shirk its responsibility to fund maintenance of its landscaping improvements from its general fund, it should deed over that property, such as in a manner provided in Part 3 of Division 9 of the Streets and Highways code, to either the owners of adjacent parcels or an association formed under the Davis-Stirling Common Interest Development Act (Part 5 of Division 4 of the Civil code) created for the purpose of maintaining such property.

SECTION 3. Purposes and Intent.
a) The People of the City of Oxnard hereby declare that their purpose and intent in enacting the "Repeal Riverpark Mello-Roos Taxes Act" is to repeal the Mello-Roos tax imposed on properties within the District, effective June 30 following the adoption of the Act, and receive no less than the standard municipal services generally offered throughout the City, such as police, fire, park, recreational, open space, landscaping, street and street lighting, flood and storm protection, and stormwater treatment facilities.
b) The people intend this Act to be an exercise of their rights pursuant to Section 3 of Article XIII C of the California Constitution to reduce or repeal local taxes, assessments, fees or charges.

SECTION 4. Repeal Riverpark Mello-Roos Taxes Act
Part C of Exhibit B of Resolution No. 12936, adopted as Ordinance No. 2701 by the City Council of the City of Oxnard acting as the governing body of Community Facilities District No. 5 (Riverpark) is hereby amended to read as follows:

(Text to be inserted is indicated in *bold italics* type. Text to be deleted is indicated in ~~strikethrough~~ type. Text in standard, bold or underlined type, is existing and not amended by this Initiative.)

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Fiscal Year 2005-2006 Maximum Special Tax for each Land Use Class is shown below in Table 1.

TABLE 1

Maximum Special Taxes for Developed Property

For Fiscal Year 2005-2006

Community Facilities District No. 5 (RiverPark)

Land Use Class	Description	Residential Floor Area	Maximum Special Tax
1	Single Family Attached Property	< 1,400 SF	$1,266.86 per unit
2	Single Family Attached Property	1,400 - 1,699 SF	$1,557.21 per unit
3	Single Family Attached Property	1,700 - 1,999 SF	$1,704.10 per unit
4	Single Family Attached Property	2,000 - 2,199 SF	$2,000.17 per unit
5	Single Family Attached Property	≥2,200 SF	$2,147.06 per unit
6	Single Family Detached Property	< 1,750 SF	$1,857.01 per unit
7	Single Family Detached Property	1,750 - 2,099 SF	$2,104.41 per unit
8	Single Family Detached Property	2,100 - 2,299 SF	$2,289.27 per unit
9	Single Family Detached Property	2,300 - 2,799 SF	$2,641.11 per unit
10	Single Family Detached Property	≥2,800 SF	$3,014.65 per unit
11	Affordable Units	NA	$461.23 per unit
12	High Density Property	NA	$459.06 per unit
13	Non-Residential Property	NA	$0.1347 per square foot of Non-Residential floor area

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2006, the Maximum Special Tax each Land Use Class shall be increased by based on the percentage change in the Consumer Price Index with a maximum annual increase of five percent (5%) and a minimum annual increase of two percent (2%) per Fiscal Year. *Notwithstanding any provision to the contrary, effective June 30 following the adoption of the Repeal Riverpark Mello-Roos Taxes Act, the Maximum Special Tax for each Land Use Class shall be $0.00 per unit and per square foot.*

d. Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all Land Use Classes located on that Assessor's Parcel.

2. Undeveloped Property

a. Maximum Special Tax

The Fiscal Year 2005-2006 Maximum Special Tax for Undeveloped Property shall be $19,793.43 per Acre. *Notwithstanding any provision to the contrary, effective June 30 following the adoption of the Repeal Riverpark Mello-Roos Taxes Act, the Maximum Special Tax shall be $0.00 per Acre.*

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2006, the Maximum Special Tax for Undeveloped Property shall be based on the percentage change in the Consumer Price Index with a maximum annual increase of five percent (5%) and a minimum annual increase of two percent (2%) per Fiscal Year. *Notwithstanding any provision to the contrary, effective June 30 following the adoption of the Repeal Riverpark Mello-Roos Taxes Act, the Maximum Special Tax for Undeveloped Property shall be $0.00 per Acre.*

SECTION 5. Broad Construction.
a) The provisions of this Act shall be liberally construed and broadly applied in order to effectuate its underlying purpose of repealing the City's special taxes imposed on properties within the District, thereby obligating the City to provide standard municipal services, generally offered throughout the City, such as police, fire, park, recreational, open space, landscaping, street and street lighting, flood and storm protection, and stormwater treatment facilities.
b) If any provision of this Act conflicts directly or indirectly with any other provision of law, those other provisions shall be null and void to the extent that they are inconsistent with this act, and are hereby repealed.

SECTION 6. Conflicting Ballot Measures.
a) Notwithstanding Section 9221 of the Elections Code, this measure is not intended to conflict with any other measure sponsored by the proponents and adopted at the same election, and to the extent possible the nonconflicting provisions of two or more such measures adopted at the same election shall be given effect to achieve the greatest reduction in tax.
b) If this measure is approved by voters but superseded by any other conflicting ballot measure sponsored by the City Council and approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.
c) In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety and the provisions of the City Council sponsored measure or measures shall be null and void in their entirety. In the event that the City Council sponsored measure or measures shall receive a greater number of affirmative votes, the provisions of this measure shall take effect to the extent permitted by law.

SECTION 7. Proponent Standing.
In the event that any proponent of this measure is defending it in a legal proceeding because the City has declined to defend it or appeal an adverse judgment against it, the proponent shall: act as an agent of the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings; and be entitled to recover reasonable legal fees and related costs from the City.

CITY CLERK OXNARD
MAR 18 '24 PM1:47

Notice of Intent to Circulate Petition

Notice is hereby given of the intention of the persons whose names appear hereon of their intention to circulate the petition within the City of Oxnard for the purpose of repealing the City's Mello-Roos tax imposed on Community Facilities District No. 5 (Riverpark) ("the District") property owners.

/s/ Daniel Wolkenfeld
Daniel Wolkenfeld
672 Whalen Way
Oxnard, CA 93036

/s/ Aaron Starr
Aaron Starr
2130 Posada Drive
Oxnard, CA 93030

/s/ Alicia Percell
Alicia Percell
2130 Posada Drive
Oxnard, CA 93030

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 5, 2024 TO CONSIDER THE ADOPTION OF A MEASURE ENTITLED "REDUCTION OF THE MAXIMUM SPECIAL TAXES THAT CAN BE IMPOSED WITHIN COMMUNITIES FACILITIES DISTRICT NO. 5 (RIVERPARK)", REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, the proponents of an initiative measure submitted to the City Clerk of the City of Oxnard (acting as the Clerk of Community Facilities District No. 5 (Riverpark) of the City of Oxnard (hereafter, "CFD No. 5") a Notice of Intention to Circulate Initiative Petition that proposes to adopt an ordinance that would result in a 50 percent reduction in the potential amount of CFD funding available to provide services within the RiverPark community, and a Proof of Publication of the Notice; and

WHEREAS, on May 9, 2024, the Ventura County Registrar of Voters verified that the number of valid signatures on the initiative petition is 104, which is sufficient for the initiative measure to qualify for the ballot; and

WHEREAS, pursuant to California Elections Code Section 9215, the City Council (acting as the legislative body of CFD No. 5) must either: (a) adopt the ordinance, without alteration, either at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented; (b) submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or (c) order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented; and

WHEREAS, California Elections Code Section 1405 provides that the election for a municipal or district initiative that qualifies for the ballot shall be held at the jurisdiction's next regular election occurring not less than 88 days after the date of the order of election, unless the governing body calls a special election; and

NOW, THEREFORE, the City Council of the City of Oxnard (acting as the legislative body of Community Facilities District No. 5 (RiverPark)) hereby resolves as follows:

SECTION 1. The foregoing recitals are adopted as the findings of the City Council of the City of Oxnard (acting as the legislative body of Community Facilities District No. 5 (RiverPark)) as though fully set forth herein.

SECTION 2. The initiative measure shall be submitted to the voters of CFD No. 5 at the regular election to be held on November 5, 2024.

SECTION 3. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section 10401, order that this election of CFD No. 5 be consolidated with the statewide general election to be held on November 5, 2024, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 4. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the CFD on November 5, 2024.

SECTION 5. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on Exhibit A, which is attached hereto and a made a part hereof, and any and all other services and supplies necessary to complete the election on November 5, 2024.

SECTION 6. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 7. The text of the proposed ordinance is attached to this Resolution as Exhibit B. The text of the proposed ordinance shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard. If not provided in the voter guide, upon request, copies will be sent at the expense of CFD No. 5.

SECTION 8. The ballot question shall be substantially as follows:

"Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark)

Shall an ordinance reducing by 50 percent the maximum tax that can be imposed by Community Facilities District No. 5 (RiverPark) -- with the funds currently generated used to fund extra police protection services within RiverPark, maintain all of the parks and open space areas within RiverPark at enhanced service levels, maintain sports fields used for youth baseball and soccer, and fund flood and storm protection services -- be adopted?

Yes (_____)

No (_____)"

SECTION 9. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 10. The City Council directs the City Clerk to transmit a copy of the initiative measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law.

SECTION 11. The initiative measure shall only pass if a majority of votes cast on the measure are "yes" votes.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council (acting as the legislative body of Community Facilities District No. 5 (RiverPark)) shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. CFD No. 5 shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 15. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 16. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

PASSED AND ADOPTED THIS 21st Day of May, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Exhibit A

Exhibit B

Exhibit A

MICHELLE ASCENCION
Clerk-Recorder & Registrar of Voters
Elections Division

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
BALLOT MEASURES

TO: **MICHELLE ASCENCION**, Clerk-Recorder & Registrar of Voters

FROM: City of Oxnard (City Name) Rose Chaparro (City Clerk)

ELECTION: Presidential General Election DATE: November 5, 2024

NOTE: A MAP MUST BE PROVIDED OF THE AREA/DISTRICT THAT WILL VOTE ON THE MEASURE.

SERVICE OPTIONS Place a check mark next to the desired service (one selection per item):

ITEM #1 PUBLICATIONS

✓ A. County elections official is requested to publish: Notice of Election of Measure and Vote Centers.

____ B. City will publish and send proof of publication to Elections

ITEM #2 COUNTY VOTER INFORMATION GUIDE PUBLICATION

✓ A. Print Full Text of Ballot Measure.

____ B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3 MEASURE/INITIATIVE PROPONENT FILINGS (IF APPLICABLE)

____ A. Random sample of 500 signatures.

✓ B. Full check of all signatures submitted, up to the required number.

PERCENTAGE OF VOTES REQUIRED FOR MEASURE TO PASS: 50% +1

ELECTIONS DIVISION SERVICES PROVIDED:

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL: Elections Division provides electronic copies.

TRANSLATIONS: Elections Division provides all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES: Elections Division prints arguments/analyses for each measure, Sample Ballots, and Vote Center/Ballot Drop Box lists in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS: Elections Division processes all Vote By Mail ballots.

ELECTION RESULTS: Elections Division posts results and regular updates on its website: VenturaVote.org.

The undersigned requests the above election services to be performed by the Ventura County Elections Division and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for all services requested upon presentation of the invoice.

Name of City: _ City of Oxnard_____

Print Name & Title: __Rose Chaparro, City Clerk _____

Signature: R. Chaparro

Date: __May 9, 2024_____

Rev. 04/08/2024

CITY CLERK OXNARD
MAR 18 '24 PM 1:46

ORDINANCE REDUCING SPECIAL TAX IN
COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK)

The people of the City of Oxnard do ordain as follows:

SECTION 1. Title.

This initiative shall be known and may be cited as the "People's Right to Vote on Riverpark Taxes Act."

SECTION 2. Findings and Declarations.

The people of the City of Oxnard find and declare all of the following:

a) The City of Oxnard imposes a Mello-Roos tax on Community Facilities District No. 5 (Riverpark) ("the District"), charging property owners a special tax

CITY CLERK OXNARD
MAR 18 '24 PM 1:46

to fund general services currently provided to other Oxnard residents through their normal property and sales taxes.
b) As a result, many Riverpark residents believe they are being unfairly double-charged for the same services, and that such unreasonable and excessive Mello-Roos taxes depress the property values of homeowners.
c) For the fiscal year ending June 30, 2024, the City of Oxnard is taxing Riverpark approximately half the maximum allowed by the District's formation documents. That means the City could in future years decide to tax property owners double that already-high amount.
d) The maximum allowed tax should be reduced by half. By doing so, City Hall would be required to make a convincing case to voters that more money is needed before it increases taxes again.

SECTION 3. Purposes and Intent.
a) The People of the City of Oxnard hereby declare that their purpose and intent in enacting the "People's Right to Vote on Riverpark Taxes Act" is to reduce the Maximum Special Tax rates imposed on the District by half, taking into effect an escalation each July 1, commencing on July 1, 2006, for changes in the Consumer Price Index.
b) The people intend this Act to be an exercise of their rights pursuant to Section 3 of Article XIII C of the California Constitution to reduce or repeal local taxes, assessments, fees or charges.

SECTION 4. People's Right to Vote on Riverpark Taxes Act.
Part C of Exhibit B of Resolution No. 12936, adopted as Ordinance No. 2701 by the City Council of the City of Oxnard acting as the governing body of Community Facilities District No. 5 (Riverpark) is hereby amended to read as follows:

(Text to be inserted is indicated in ***bold italics*** type. Text to be deleted is indicated in ~~strikethrough~~ type. Text in standard, bold or underlined type, is existing and not amended by this initiative.)

C. MAXIMIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Fiscal Year 2005-2006 Maximum Special Tax for each Land Use Class is shown below in Table 1.

TABLE 1

Maximum Special Taxes for Developed Property

For Fiscal Year 2005-2006
Community Facilities District No. 5 (RiverPark)

Land Use Class	Description	Residential Floor Area	Maximum Special Tax
1	Single Family Attached Property	< 1,400 SF	~~$1,266.86~~ *633.43* per unit
2	Single Family Attached Property	1,400 - 1,699 SF	~~$1,557.21~~ *778.61* per unit
3	Single Family Attached Property	1,700 - 1,999 SF	~~$1,704.10~~ *852.05* per unit
4	Single Family Attached Property	2,000 - 2,199 SF	~~$2,000.17~~ *1,000.09* per unit
5	Single Family Attached Property	≥2,200 SF	~~$2,147.06~~ *1,073.53* per unit
6	Single Family Detached Property	< 1,750 SF	~~$1,857.01~~ *928.51* per unit
7	Single Family Detached Property	1,750 - 2,099 SF	~~$2,104.41~~ *1,052.21* per unit
8	Single Family Detached Property	2,100 - 2,299 SF	~~$2,289.27~~ *1,144.64* per unit
9	Single Family Detached Property	2,300 - 2,799 SF	~~$2,641.11~~ *1,320.56* per unit
10	Single Family Detached Property	≥2,800 SF	~~$3,014.63~~ *1,507.83* per unit
11	Affordable Units	NA	~~$461.23~~ *230.62* per unit
12	High Density Property	NA	~~$459.06~~ *229.53* per unit
13	Non-Residential Property	NA	~~$0.1347~~ *0.0674* per square foot of Non-Residential floor area

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2006, the Maximum Special Tax each Land Use Class shall be increased by based on the percentage change in the Consumer Price Index with a maximum annual increase of five percent (5%) and a minimum annual increase of two percent (2%) per Fiscal Year.

d. Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all Land Use Classes located on that Assessor's Parcel.

2. Undeveloped Property

a. Maximum Special Tax

The Fiscal Year 2005-2006 Maximum Special Tax for Undeveloped Property shall be ~~$19,793.43~~ *9,896.72* per Acre.

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2006, the Maximum Special Tax for Undeveloped Property shall be based on the percentage change in the Consumer Price Index with a maximum annual increase of five percent (5%) and a minimum annual increase of two percent (2%) per Fiscal Year.

SECTION 5. Broad Construction and Implementation.
a) The provisions of this Act shall be liberally construed and broadly applied in order to effectuate its underlying purpose of reducing by half the Maximum Special Tax rates imposed in the District, taking into effect an escalation each July 1, commencing on July 1, 2006, for changes in the Consumer Price Index. For example, had this Act been in effect for the Fiscal Year ending June 30, 2023, the Maximum Special Tax for Land Use Class 1 would have been $1,000.29 rather than $2,000.58.
b) If any provision of this Act or the application thereof to any person or circumstance is held invalid, then the people intend that the entire special tax be repealed.

SECTION 6. Conflicting Ballot Measures.
a) Notwithstanding Section 9221 of the Elections Code, this measure is not intended to conflict with any other measure sponsored by the proponents and adopted at the same election, and to the extent possible the nonconflicting provisions of two or more such measures adopted at the same election shall be given effect to achieve the greatest reduction in tax.
b) If this measure is approved by voters but superseded by any other conflicting ballot measure sponsored by the City Council and approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.
c) In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety and the provisions of the City Council sponsored measure or measures shall be null and void in their entirety. In the event that the City Council sponsored measure or measures shall receive a greater number of affirmative votes, the provisions of this measure shall take effect to the extent permitted by law.

SECTION 7. Proponent Standing.
In the event that any proponent of this measure is defending it in a legal proceeding because the City has declined to defend it or appeal an adverse judgment against it, the proponent shall: act as an agent of the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings; and be entitled to recover reasonable legal fees and related costs from the City.

CITY CLERK OXNARD
MAR 18 '24 PM 1:46

Notice of Intent to Circulate Petition

Notice is hereby given of the intention of the persons whose names appear hereon of their intention to circulate the petition within the City of Oxnard for the purpose of reducing by half the maximum allowed Mello-Roos tax charged to Community Facilities District No. 5 (Riverpark) ("the District") property owners.

/s/ Daniel Wolkenfeld
Daniel Wolkenfeld
3229 N Ventura Rd
Oxnard, CA 93036

/s/ Aaron Starr
Aaron Starr
2130 Posada Drive
Oxnard, CA 93030

/s/ Alicia Percell
Alicia Percell
2130 Posada Drive
Oxnard, CA 93030

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 5, 2024 TO CONSIDER THE ADOPTION OF A MEASURE ENTITLED "LIMITATIONS ON USES OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK)", REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, the proponents of an initiative measure submitted to the City Clerk of the City of Oxnard (acting as the Clerk of Community Facilities District No. 5 (Riverpark) of the City of Oxnard (hereafter, "CFD No. 5") a Notice of Intention to Circulate Initiative Petition that proposes to adopt an ordinance that would impose limits on the way in which CFD No. 5 funding is used, and a Proof of Publication of the Notice; and

WHEREAS, on May 9, 2024, the Ventura County Registrar of Voters verified that the number of valid signatures on the initiative petition is 104, which is sufficient for the initiative measure to qualify for the ballot; and

WHEREAS, pursuant to California Elections Code Section 9215, the City Council (acting as the legislative body of CFD No. 5) must either: (a) adopt the ordinance, without alteration, either at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented; (b) submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or (c) order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented; and

WHEREAS, California Elections Code Section 1405 provides that the election for a municipal or district initiative that qualifies for the ballot shall be held at the jurisdiction's next regular election occurring not less than 88 days after the date of the order of election, unless the governing body calls a special election; and

NOW, THEREFORE, the City Council of the City of Oxnard (acting as the legislative body of Community Facilities District No. 5 (RiverPark)) hereby resolves as follows:

SECTION 1. The foregoing recitals are adopted as the findings of the City Council of the City of Oxnard (acting as the legislative body of Community Facilities District No. 5 (RiverPark)) as though fully set forth herein.

SECTION 2. The initiative measure shall be submitted to the voters of CFD No. 5 at the regular election to be held on November 5, 2024.

SECTION 3. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section

10401, order that this election of CFD No. 5 be consolidated with the statewide general election to be held on November 5, 2024, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 4. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the CFD on November 5, 2024.

SECTION 5. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on Exhibit A, which is attached hereto and a made a part hereof, and any and all other services and supplies necessary to complete the election on November 5, 2024.

SECTION 6. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 7. The text of the proposed ordinance is attached to this Resolution as Exhibit B. The text of the proposed ordinance shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard. If not provided in the voter guide, upon request, copies will be sent at the expense of CFD No. 5.

SECTION 8. The ballot question shall be substantially as follows:

"Limitations on Uses of Special Taxes for Community Facilities District No. 5 (RiverPark)

Shall an ordinance imposing limits on how Community Facilities District No. 5 (RiverPark) funding is used – including limit additional police protection services to one supplemental officer or one full-time equivalent (excluding overtime costs), restrict funding for flood and storm protection services to beyond "standard municipal services", prohibit using CFD funding to maintain sports fields for youth baseball and soccer, and limit CFD funding for maintenance of parks, parkways and open space to beyond that of "standard municipal services" – be adopted?

Yes (_____)

No (_____)"

SECTION 9. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 10. The City Council directs the City Clerk to transmit a copy of the initiative measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law.

SECTION 11. The initiative measure shall only pass if a majority of votes cast on the measure are "yes" votes.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council (acting as the legislative body of Community Facilities District No. 5 (RiverPark)) shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. CFD No. 5 shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 15. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 16. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

PASSED AND ADOPTED THIS 21st Day of May, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Exhibit A

Exhibit B

Exhibit A

MICHELLE ASCENCION
Clerk-Recorder & Registrar of Voters
Elections Division

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
BALLOT MEASURES

TO: **MICHELLE ASCENCION**, Clerk-Recorder & Registrar of Voters

FROM: City of Oxnard (City Name) Rose Chaparro (City Clerk)

ELECTION: Presidential General Election DATE: November 5, 2024

NOTE: A MAP MUST BE PROVIDED OF THE AREA/DISTRICT THAT WILL VOTE ON THE MEASURE.

SERVICE OPTIONS Place a check mark next to the desired service (one selection per item):

ITEM #1 PUBLICATIONS

✓ A. County elections official is requested to publish: Notice of Election of Measure and Vote Centers.

____ B. City will publish and send proof of publication to Elections

ITEM #2 COUNTY VOTER INFORMATION GUIDE PUBLICATION

✓ A. Print Full Text of Ballot Measure.

____ B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3 MEASURE/INITIATIVE PROPONENT FILINGS (IF APPLICABLE)

____ A. Random sample of 500 signatures.

✓ B. Full check of all signatures submitted, up to the required number.

PERCENTAGE OF VOTES REQUIRED FOR MEASURE TO PASS: 50% +1

ELECTIONS DIVISION SERVICES PROVIDED:

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL: Elections Division provides electronic copies.

TRANSLATIONS: Elections Division provides all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES: Elections Division prints arguments/analyses for each measure, Sample Ballots, and Vote Center/Ballot Drop Box lists in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS: Elections Division processes all Vote By Mail ballots.

ELECTION RESULTS: Elections Division posts results and regular updates on its website: VenturaVote.org.

The undersigned requests the above election services to be performed by the Ventura County Elections Division and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for all services requested upon presentation of the invoice.

Name of City: _ City of Oxnard_____

Print Name & Title: __Rose Chaparro, City Clerk _____

Signature: R. Chaparro

Date: __May 9, 2024_____

Rev. 04/08/2024

Exhibit B

CITY CLERK OXNARD
MAR 18 '24 PM1:45

ORDINANCE CURBING SPECIAL TAX IN
COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK)

The people of the City of Oxnard do ordain as follows:

SECTION 1. Title.

This initiative shall be known and may be cited as the "Curbing Riverpark's Unfair Mello-Roos Taxes Act."

SECTION 2. Findings and Declarations.

The people of the City of Oxnard find and declare all of the following:

a) The City of Oxnard imposes a Mello-Roos tax on Community Facilities District No. 5 (Riverpark) ("the District"), charging property owners a special tax

CITY CLERK OXNARD
MAR 18 '24 PM1:45

to fund general services currently provided to other Oxnard residents through their normal property and sales taxes.
b) As a result, many Riverpark residents believe they are being unfairly double-charged for the same services, and that such unreasonable and excessive Mello-Roos taxes depress the property values of homeowners.
c) The City of Oxnard charges Riverpark excessive administrative costs, which leaves less money available for direct services to Riverpark.
d) The City of Oxnard often deploys police at The Collection, charging Riverpark extra for Police Services at overtime rates.
e) City Hall removed a $1.6 million charge for fire protection starting fiscal year ending June 30, 2022, but only after receiving pushback from homeowners. Unfortunately, nothing legally prohibits the City from charging that again.
f) While Riverpark pays extra for its local parks, the City allows any Oxnard resident to use them and even keeps park rental fees for its own use rather than using such funds to reduce taxes.
g) Pursuant to an existing joint use agreement with the Rio School District, the City is obligated to fund maintenance services for elementary and secondary school sites and structures, including sports fields and a gymnasium, whether or not the City imposes a special tax in Riverpark.

SECTION 3. **Purposes and Intent.**
a) The People of the City of Oxnard hereby declare that their purpose and intent in enacting the "Curbing Riverpark's Unfair Mello-Roos Taxes Act" is to reduce the amount of special tax that can be imposed on the District to only funding the marginal cost of enhanced services and not supplanting other funding of standard municipal services generally offered throughout the City, such as police, fire, park, recreational, open space, landscaping, street and street lighting, flood and storm protection, and stormwater treatment facilities.
b) The people intend this Act to be an exercise of their rights pursuant to Section 3 of Article XIII C of the California Constitution to reduce or repeal local taxes, assessments, fees or charges.

SECTION 4. **Curbing Riverpark's Unfair Mello-Roos Taxes Act**
Exhibit A of Resolution No. 12936, adopted as Ordinance No. 2701 by the City Council of the City of Oxnard acting as the governing body of Community Facilities District No. 5 (Riverpark) is hereby amended to read as follows:

(Text to be inserted is indicated in ***bold italics*** type. Text to be deleted is indicated in ~~strikethrough~~ type. Text in standard, bold or underlined type, is existing and not amended by this Initiative.)

EXHIBIT A

CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK)

DESCRIPTION OF SERVICES AND IMPROVEMENTS TO BE FUNDED BY THE DISTRICT

SERVICES AND IMPROVEMENTS

All services that are authorized pursuant to Government Code Section 53313 are authorized expenditures under this resolution. The District expects to use such funds, but is not limited to use such funds, for the following purposes:

- Maintenance of parks, parkways, and open space. ***Notwithstanding, effective June 30 following the adoption of the Curbing Riverpark's Unfair Mello-Roos Taxes Act, tax may only be levied to pay for the supplemental cost of enhancing services beyond that of standard municipal services, and shall be further limited to City-provided utilities and invoices from third parties for the direct provision of such enhanced services, reduced by revenues derived from the rental or use of such spaces.***
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities. ***Notwithstanding, effective June 30 following the adoption of the Curbing Riverpark's Unfair Mello-Roos Taxes Act, no tax shall be levied to pay for such services.***
- Flood and storm protection services. ***Notwithstanding, effective June 30 following the adoption of the Curbing Riverpark's Unfair Mello-Roos Taxes Act, tax may only be levied to pay for the supplemental cost of enhancing services beyond that of standard municipal services, and shall be further limited to invoices from third parties for the direct provision of such services.***
- Costs incurred in establishing the District and creating the levy of the special tax, financial advisor fees and expenses, appraisal and price point study costs, maintenance reserves, and District counsel fees and expenses.
- Ongoing administrative fees of the District, the City of Oxnard and any trustee, fiscal agent or financial administrator related to the District. ***Notwithstanding, effective June 30 following the adoption of the Curbing Riverpark's Unfair Mello-Roos Taxes Act, no tax shall be levied to pay for such expenditures beyond $100,000 annually adjusted by the Consumer Price Index on each July 1 with a maximum annual increase of five percent (5%) per Fiscal Year.***
- Reimbursement of costs related to the formation of the District advanced by the City of Oxnard, any landowner in the District, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City of Oxnard, any landowner in the District or any party related to any of the foregoing, for services, fees or other purposes or costs of the District.
- Police protection services. ***Notwithstanding, effective June 30 following the adoption of the Curbing Riverpark's Unfair Mello-Roos Taxes Act, tax may only be levied to pay for the supplemental cost of enhancing services beyond that of standard municipal services, and shall be further limited to the payroll and ancillary current operating cost of one supplemental officer (or full-time equivalent), excluding the cost of overtime, and only while deployed within the District.***
- Fire protection and suppression services. ***Notwithstanding, effective June 30 following the adoption of the Curbing Riverpark's Unfair Mello-Roos Taxes Act, no tax shall be levied to pay for such services.***
- Ambulance and paramedic services. ***Notwithstanding, effective June 30 following the adoption of the Curbing Riverpark's Unfair Mello-Roos Taxes Act, no tax shall be levied to pay for such services.***
- Local Park, recreation, parkway, and open-space facilities. ***Notwithstanding, effective June 30 following the adoption of the Curbing Riverpark's Unfair Mello-Roos Taxes Act, tax may only be levied to pay for the supplemental cost of enhancing services beyond that of standard municipal services, and shall be further limited to City-provided utilities and invoices from third parties for the direct provision of such enhanced services, reduced by revenues derived from the rental or use of such spaces.***
- ***Notwithstanding any provision to the contrary, effective June 30 following the adoption of the Curbing Riverpark's Unfair Mello-Roos Taxes Act, no tax shall be levied to pay for any other authorized purpose beyond those itemized herein.***

SECTION 5. **Broad Construction and Implementation.**
a) The provisions of this Act shall be liberally construed and broadly applied in order to effectuate its underlying purpose of reducing the City's special taxes imposed on properties within the District.
b) If any provision of this Act or the application thereof to any person or circumstance is held invalid, or if a court determines that this special tax has been used to supplant other funding of standard municipal services, then the people intend that the entire special tax be repealed.

SECTION 6. **Conflicting Ballot Measures.**
a) Notwithstanding Section 9221 of the Elections Code, this measure is not intended to conflict with any other measure sponsored by the proponents and adopted at the same election, and to the extent possible the nonconflicting provisions of two or more such measures adopted at the same election shall be given effect to achieve the greatest reduction in tax.
b) If this measure is approved by voters but is superseded by any other conflicting ballot measure sponsored by the City Council and approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.
c) In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety and the provisions of the City Council sponsored measure or measures shall be null and void in their entirety. In the event that the City Council sponsored measure or measures shall receive a greater number of affirmative votes, the provisions of this measure shall take effect to the extent permitted by law.

SECTION 7. **Proponent Standing.**
In the event that any proponent of this measure is defending it in a legal proceeding because the City has declined to defend it or appeal an adverse judgment against it, the proponent shall: act as an agent of the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings; and be entitled to recover reasonable legal fees and related costs from the City.

CITY CLERK OXNARD
MAR 18 '24 PM1:45

Notice of Intent to Circulate Petition

Notice is hereby given of the intention of the persons whose names appear hereon of their intention to circulate the petition within the City of Oxnard for the purpose of removing the portions of the Mello-Roos tax charged to Community Facilities District No. 5 (Riverpark) ("the District") property owners for standard municipal services and other unreasonable charges.

/s/ Daniel Wolkenfeld
Daniel Wolkenfeld
3229 N Ventura Rd
Oxnard, CA 93036

/s/ Aaron Starr
Aaron Starr
2130 Posada Drive
Oxnard, CA 93030

/s/ Alicia Percell
Alicia Percell
2130 Posada Drive
Oxnard, CA 93030

Repeal of Community Facilities No. 5 (RiverPark) Special Taxes

Prior to the development of the RiverPark community, Community Facilities District No. 5 (RiverPark) was required to be created to pay for specific services for the new community, including the maintenance of parks, parkways and open space, flood and storm protection services, and police protection services. The funds generated by CFD No. 5 pay for a range of services within the RiverPark community including:

- Maintaining all of the parks and open space areas within the RiverPark community.
- Maintaining sports fields used for youth baseball and soccer.
- Helping to maintain a gymnasium used for youth sports activities.
- Funding flood and storm protection services.
- Funding police protection services.

The proposed initiative would eliminate all funding generated by CFD No. 5. The initiative would accomplish this by removing the ability of CFD No. 5 to collect any taxes required to maintain the RiverPark community. The proposed initiative indicates that it is to "be liberally construed and broadly applied in order to effectuate its underlying purpose of repealing the City's special taxes imposed on properties in the District."

As such, if the proposed initiative is approved by voters and becomes effective, then on and after July 1, 2025, no funding would be generated by CFD No. 5 to maintain the above services for the RiverPark community.

Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark)

Prior to the development of the RiverPark community, Community Facilities District No. 5 (RiverPark) was required to be created to pay for specific services for the new community, including the maintenance of parks, parkways and open space, flood and storm protection services, and police protection services.

The proposed initiative would result in a 50 percent reduction in the potential amount of CFD funding available to provide services within the RiverPark community. This means that assessments could not be increased above existing levels to provide additional services to RiverPark residents or to cover the cost of existing services if such costs increased due to inflation and other outside factors. Currently, money generated by CFD No. 5 pays for a range of services within the RiverPark community including:

- Maintaining all of the parks and open space areas within the RiverPark community.
- Maintaining sports fields used for youth baseball and soccer.
- Helping to maintain a gymnasium used for youth sports activities.
- Funding flood and storm protection services.
- Funding police protection services.

As background, the CFD No. 5 formation documents established the maximum amount of special taxes (the "max tax") that can be imposed on each type of development (Land Use Class) within CFD No. 5. These Land Use Classes included single family homes (attached and detached), high density properties, and non-residential properties. After the CFD was established, the amount of the "max tax" for each Land Use Class increases between 2% and 5% each year based upon the Consumer Price Index. Currently, CFD No. 5 imposes assessments on each Land Use Class that is 50.01 percent of the existing "max tax".

Under the proposed initiative, the amount of the "max tax" for each Land Use Class would be reduced by 50 percent from the 2005/2006 levels. If the proposed initiative is approved by voters, the new allowed "max tax" for each Land Use Class would be slightly less than the taxes that are currently imposed on each Land Use Class within CFD No. 5.

The proposed initiative indicates that it is to "be liberally construed and broadly applied in order to effectuate its underlying purpose of reducing the City's special taxes imposed on properties in the District." If adopted by voters, the proposed initiative would become effective on June 30, 2025.

Limitations on Uses of Special Taxes for
Community Facilities District No. 5 (RiverPark)

Prior to the development of the RiverPark community, Community Facilities District No. 5 (RiverPark) was required to be created to pay for specific services for the new community, including the maintenance of parks, parkways and open space, flood and storm protection services, and police protection services. Currently, funds generated by CFD No. 5 pay for a range of services within the RiverPark community including:

- Maintaining all of the parks and open space areas within the RiverPark community.
- Maintaining sports fields used for youth baseball and soccer.
- Helping to maintain a gymnasium used for youth sports activities.
- Funding flood and storm protection services.
- Funding police protection services.

If adopted by voters, the proposed initiative would impose limits on the way in which CFD No. 5 funding is used, including:

- Limit CFD funding for maintenance of parks, parkways and open space to beyond that of "standard municipal services" (less revenues derived from rentals of the parks) and limited to paying for third-party services and City-provided utilities.
- Prohibit use of CFD funding to maintain sports fields within RiverPark for youth baseball and soccer and prohibit use of CFD funding to help maintain a gymnasium used for youth sports activities – all located on Rio School District-owned property pursuant to an existing joint use agreement with the school district. (The initiative would prohibit CFD funding for maintenance services for elementary and secondary school sites and structures.)
- Restrict CFD funding for flood and storm protection services to beyond "standard municipal services" and limited to paying third party vendors who directly provide the services.
- Limit police protection services to one supplemental officer or the full-time equivalent, excluding overtime costs.

- Prohibit the use of CFD funding for recreation program services, library services, the operation and maintenance of museums and cultural facilities, and ambulance and paramedic services. None of these services have ever been funded by the CFD.
- Limit the annual cost of running the CFD and administering the third-party contracts to $100,000, with capped CPI adjustments.
- Prohibit CFD payments for fire protection and suppression services. These services are currently not funded by the CFD. Per Resolution 15,504, the City cannot impose this obligation without a specific process that includes written notice to all property owners within the CFD and a public hearing before the City Council.

The proposed initiative indicates that it is to "be liberally construed and broadly applied in order to effectuate its underlying purpose of reducing the City's special taxes imposed on properties in the District." If adopted by voters, the proposed initiative would become effective on June 30, 2025.