

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND GARCIA'S LANDSCAPING
MAINTENANCE, INC.**

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Garcia's Landscaping Maintenance, Inc. ("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.

This Agreement is for landscape maintenance and services for the Riverpark Ballfields located at Rio Vista Middle School and Rio del Mar Elementary School. The Agreement includes general landscape maintenance and sports field maintenance work. Services provided will fluctuate depending upon the current month of the year.

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

Garcia's Landscaping Maintenance, Inc. ("SERVICE PROVIDER"), a corporation of the State of California, located at 2775 N. Ventura Rd., Suite 104, Oxnard, CA 93036

3. TERM OF AGREEMENT: From: November 9, 2023 To: December 31, 2024

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 upon the expiration of the initial 13 month term, 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 term shall not exceed a total of five (5) years and one (1) month. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 13 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 22 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: \$1,725,000.

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: Citation Form
- Exhibit H: Ballfield Services 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: Anthony Miller	Name: Tenley Garcia Hernandez
Title: Project Manager	Title: Secretary
Phone: (805) 200-5334	Phone: (805) 479-0168
Email: Anthony.Miller@Oxnard.org	Email: garciasbiz@gmail.com
Mailing Address: 1060 Pacific Ave, Bldg. 3 Oxnard, CA 93030	Mailing Address: 2775 N. Ventura Rd, Suite 104, Oxnard, CA 93036

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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City no less than twenty-four (24) hours in advance, in writing, if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a \$250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit H.

11. 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 C." 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 14 of this Agreement, and may be subject to approval by the City Council.

11.1 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.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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.

12.1 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: pwinvoices@oxnard.org.

12.2 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.

12.3 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.

12.4 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.

13. 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. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

14. 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.

15. 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 22 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.

16. 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 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 or employees are in any manner agents or employees of City.

17. 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.

18. 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.

19. 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.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) 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 6254.5.

19.6. 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.

19.7. 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.

20. 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.

21. 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 22.

22. 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.

23. 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.

24. 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.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 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.

25.2 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.

25.3 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 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 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.

26. 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 D". 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.

27. 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 E" 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.

28. PREVAILING WAGE REQUIREMENTS.

28.1. 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. Please see "Exhibit F" for further information regarding Prevailing Wage requirements.

28.2. 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>

28.3. 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.

28.4. 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.

29. 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.

30. 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 G."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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 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.

43. 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.

44. 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.

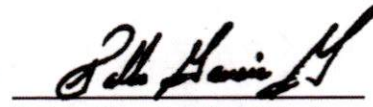
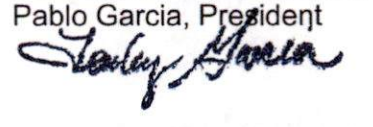
[Signatures on next page]

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

GARCIA'S LANDSCAPING MAINTENANCE, INC.


 11-7-23
Date
 John C. Zaragoza, Mayor¹
 Jennifer Gates,²
Purchasing Manager

 10/6/23
Date
Pablo Garcia, President
 10-6-23
Date
Tenley Garcia Hernandez³
Secretary

ATTEST:

 11/8/23
Date
Rose Chaparro, CITY Clerk
(only if Mayor signs)

APPROVED AS TO FORM:

 10/15/2023
Date
Stephen M. Fischer, CITY
Attorney (always required)

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 Garcia's Landscaping Maintenance, Inc.)**

SCOPE OF SERVICES

Licensing and Professional Certification

Required:

SERVICE PROVIDER/CONTRACTOR must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this contract.

Contractor's pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this contract.

SECTION 1000. SCHEDULING AND STAFF REQUIREMENTS

1000-1 STAFFING ON-SITE.

Contractor is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work. Staffing needs will change during the course of the year due to changes in the sport seasons. Staffing changes shall be presented to the Project Manager at least two weeks in advance of any change.

1000-2 LIVE SCAN.

All staff required to perform any work on school grounds are required to be fingerprinted and "livescanned" prior to performing said work.

1000-3 SCHEDULING.

All work is to be performed outside of regular school hours while school is in session (typically 7 AM to 5:30 PM (for Rio Vista) and 4:30 PM (for Del Mar), August through April). Work may not be performed at any time there are students present on the ballfields. During the summer months while school is not in session, work may be performed between dawn and 10:00 PM. Work may also be performed during weekends and holidays. Saturday work is to be completed 30 minutes prior to sports league use.

1000-4 RAIN-OUT PROCEDURES.

Contractor is to monitor the condition of the fields year round, however, particular attention is to be paid to their condition during the baseball season from November through July. Contractor is expected to make every effort to avoid practice and game cancellations. Fields should be inspected at the first available opportunity after rain or significant irrigation failures. In the event of standing

water on infields, Contractor is to apply and drag a drying agent such as Diamond Pro Game Saver or equal on the infields until dry. The City’s Project Manager or his or her representative shall make the final decision with Contractor input as to whether field conditions are suitable for use.

1000-5 USER GROUPS.

Contractor is expected to regularly work with user groups which will use the work areas throughout the year. Any questions that arise regarding Contractor’s Work and the user groups shall be directed to the City’s Project Manager or his or her representative for response and/or approval. User groups shall not direct the specific work of the Contractor without the specific approval of the Project Manager or his or her representative. Unauthorized groups are to be asked to leave the premises immediately.

1000-6 ENTRY AND INSPECTION.

If access is required to the site during school hours, any person who enters school grounds must first report to the appropriate school office.

1000-7 LANDSCAPE SERVICES SCHEDULE.

Timeframe	Frequency	Site	Service(s) to be Performed
Agreement Commencement	1x	Rio Vista (RV) / Del Mar (DM)	Perform a soil test within each infield (RV Only) and at three outfield sites.
Any time work is performed		RV/DM	Remove all trash and debris from turf areas and field improvements such as backstops, stands, and dugouts. Replace trash receptacle bags when full.
Year Round	1x Weekly	RV/DM	Mow all turf in accordance with school and league schedules.
	1x Weekly	RV/DM	Control weeds in hardscape and along fence lines.
	1x Monthly	RV/DM	Inspect lights sitewide for proper operation.
January through July	Tuesday through Saturday	RV/DM	Drag infields promptly before play starts and after play is completed for the day. Place bases immediately after fields are initially dragged. All infield material or conditioner must be removed from turf immediately after dragging.
	Tuesday through Saturday	RV/DM	Monitor turf and infield areas for holes, holes must be filled and level prior to league use.
	Tuesday through Saturday	RV/DM	Alternate locks on gates on the backstop field gates every Monday, to avoid turf damage from repeated wear and tear.

	Tuesday through Saturday	RV/DM	Open field gates for league use at 5:30 PM (unless no activity is scheduled for that day).
	Tuesday through Saturday	RV/DM	Apply quickdry when necessary during rainy periods or due to irrigation failures to accommodate usage as quickly as possible after excessive moisture is discovered.
	Tuesday through Saturday	RV/DM	Remove and store bases, close and lock all gates and shut off field lights no later than 9:30 PM.
	Weekly	RV/DM	Adjust base anchors to proper height when necessary for baseball and softball usage.
	Weekly	RV/DM	Program field lights with baseball and softball leagues.
	Monthly	RV/DM	Roll infields with a vibratory roller.
January			
January	1x	RV/DM	Fertilize all turf areas.
	1x	RV/DM	Pressure wash concrete areas, picnic tables, bleachers, and basketball courts.
February			
February	2x	RV/DM	Apply pre-emergent/post-emergent herbicide to control all undesirable grass types (such as Poa Annua) and broadleaf within all turf areas.
	1x	RV	Verticut infields.
	1x	RV/DM	Verticut outfields.
	1x	RV/DM	Overseed all turf.
March/April (Rio School District Spring Break - approximately 9 days)			
March/April (Rio School District Spring Break - approximately 9 days)	1x	RV	Aerify infield turf.
	1x	RV/DM	Aerify outfield turf.
	1x	RV/DM	Repair bare and damaged turf areas, overseed any worn areas.
	1x	RV	Fertilize infield turf.
	1x	RV/DM	Fertilize outfield turf.
	1x	RV/DM	Raise to level any low areas across the entire field area.
	1x	RV	Perform pitchers mound maintenance.
1x	RV/DM	Pressure wash concrete areas, picnic tables, bleachers, and basketball courts.	
June and July			
June and July	Tuesday through Saturday	RV/DM	Adjust opening and closing schedules with leagues for tournament events.
	1x	RV/DM	Fertilize all turf areas.
	1x	RV/DM	Adjust irrigation controllers.

July and August (Beginning final week of July)	1x	RV/DM	Level and add infield mix.
	1x	RV/DM	Drag in infield conditioner.
	1x	RV/DM	Verticut infield turf edges.
	1x	RV/DM	Straighten infield turf edges.
	1x	RV	Overseed all turf.
	1x	RV/DM	Apply urea fertilizer to all turf.
	1x	DM	Renovate/Repair any bare turf areas.
	1x	RV	Perform pitchers mound maintenance.
	Monthly	RV/DM	Roll infields with a vibratory roller.
September	1x	RV/DM	Apply broadleaf herbicide and pre-emergent herbicides.
	Weekly	RV/DM	Inspect fields and repair turf damage and holes.
	1x	RV/DM	Perform fall clean-up.
	1x	RV/DM	Fertilize and check trees for necessary pruning.
October	1x	RV/DM	Apply follow-up herbicide treatments.
	Weekly	RV/DM	Inspect fields and repair turf damage and holes.
November	Weekly	RV/DM	Inspect fields and repair turf damage and holes.
	1x	RV/DM	Apply herbicide to control any remaining broadleaf, kikuyu, and poa remaining in turf if necessary.
	1x	RV/DM	Apply preventative fungicide to hybrid bermuda turf areas.
December	1x	RV/DM	Perform infield prep procedures.
	1x	RV/DM	Adjust irrigation controllers.
	1x	RV/DM	Apply fine dark organic amendment to all turf.

SECTION 2000. MAINTENANCE SPECIFICATIONS
2000-1 TURF

2000-1-1 MOWING AND EDGING

The Contractor shall mow and edge all turf grass areas. Outfield turf shall be mowed a maximum of once per week to a height of 2.5 inches. Infield turf shall be mowed a maximum of once per week to a height of .5" to .75". All turf grass areas shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. All in ground boxes will be string-trimmed in a manner that is aesthetically pleasing and will minimize lip build-up. Edging along baseball infields shall be done by chemical methods with straight edges maintained using the "string method." All mowing shall be performed with a reel mower. Reels shall be properly maintained, fully functional, and sharp for all mowing operations. The Contractor shall pick up and dispose of all clippings after each mowing operation. Mowing shall be scheduled so that it does not remove freshly painted field lines.

2000-1-2 SOIL AERIFICATION AND THATCH REMOVAL

Aerification shall be done with a power driven aerifier using a ½ inch coring tine. Cores must be removed from all turf areas. Once completed, infields shall be covered with a fine dark organic amendment for spring aerification and filled and leveled with #60 silver sand. Contractor shall take extreme care to not damage irrigation and landscape improvements with equipment.

Dethatching shall be done on all outfield areas using a tractor mounted verticutter. Infield turf areas shall be dethatched with an appropriately sized tractor mounted verticutter (determined as equipment which can maneuver within infield areas without scoring, damaging, or otherwise disfiguring infield turf and dirt areas), or a walk-behind power verticutter. Verticutting depth shall be set at a maximum of 1”.

2000-1-3 SOIL AMENDMENT

Fine dark organic amendment shall be applied immediately after turf is aerified.

2000-1-4 PITCHING MOUND MAINTENANCE

Contractor is to perform maintenance renovation to pitcher’s mounds by stripping the top layer of infield mix and packing clay to be added anywhere the front slope and table top are low. To help keep the shape of the mound, the rest of the mound is to be scarified with a cultivator and fresh infield mix and conditioner is to be added and packed in with a vibrating plate until fit for play.

2000-2 FERTILIZATION.

The Contractor shall fertilize all turf grass in accordance with the recommended fertilization needs specified by the soil tests performed at the commencement of this Agreement. The only exception to this shall be the application of a slow release urea fertilizer applied at a rate of 1 LB/1,000 sf. during the July/August maintenance period. Fertilizer shall be of a granular type and 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, shall not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil.

The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets. Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

2000-3 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor’s applicator shall hold a valid Qualified Applicator

Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application.

The Contractor shall notify the Project Manager or his or her representative 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 and post notices accordingly. The fading colorant solution "Mark-It Blue", or equal, shall be used in conjunction with all hardscape pesticide applications. 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 a minimum of one (1) week prior to the application of pesticides. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.

2000-4 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require the Contractor to change the watering schedule as necessary.

2000-4-1 IRRIGATION MAINTENANCE EXPECTATIONS

The Contractor shall maintain and/or replace all broken irrigation components and appurtenances including valve box covers. Replacement of irrigation labor costs to be included in this Proposal. Materials and supplies for the replacement of irrigation may be provided by Contractor at-cost if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations, unless otherwise pre-approved by the Project Manager or his

or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative.

Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall inspect irrigation systems on designated service days. All routine maintenance labor shall be provided at the Contractor's expense as a component of the landscape services as a component of the landscape services. All parts shall be provided by the City unless otherwise approved by the Project Manager. Routine maintenance shall include:

- Sprinkler coverage tests
- Ensuring proper sprinkler height and coverage in accordance with system specification
- Adjustment and programming of irrigation controllers
- Replacement of broken lateral lines, valves, and sprinkler bodies
- Adjustment and necessary replacement of all types of nozzles, sprayers, quick couplers, and drip systems
- Cleaning and adjustment of all sprinkler heads
- Replacement of irrigation system boxes and lids
- Ensuring proper wiring of controllers and performance of irrigation programs

Maintenance considered non-routine shall include:

- Replacement of broken/leaking main lines
- Replacement of equipment which requires closing the "Point of Connection" such as replacement of main line ball valves, gate valves, in-line filtration systems, and backflow devices.

2000-4-2 SCHEDULING

Irrigation shall be adjusted throughout the year as necessary. Infield irrigation during baseball and softball seasons (December to July) shall be set to occur daily after games. Infields shall be flooded on Sundays. Irrigation schedules shall be coordinated with the schedules currently in effect with Rio School District usage to avoid overlapping schedules. Soccer season (August to November) irrigation schedules are to be adjusted to ensure a properly playable surface.

2000-4-3 EQUIPMENT

Contractor will be required to use iCentral, Rainbird, or similar product if irrigation systems are centrally controlled for the control and monitoring of all irrigation systems.

Once the City notifies Contractor of any irrigation related issues, Contractor must respond in writing within the next business day with a proposed resolution.

2000-5 TURF WEED CONTROL/HERBICIDE APPLICATION.

Contractor shall keep all turf grass areas weed free, free of undesirable grass species, and treated for broadleaf weed control. Herbicides may be applied with a backpack sprayer, vehicle mounted spray rig, or tow-behind spray rig. All applications shall be done in a manner consistent with the pesticide

label, the California School & Child Care Integrated Pest Management program, and all State and Federal Guidelines. Tanks used to apply pesticide shall be clean and free of any previously applied chemicals. Water quality may be required to be tested in order to ensure the proper function of applied herbicides. If water quality is suspected of limiting herbicide effectiveness, Project Manager may require Contractor to test water quality and if necessary, require Contractor address issues prior to application. This may include but is not limited to adjusting pH, filtering suspended solids, or adding adjuvants.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative.

The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly applications must be on the California Department of Pesticide Regulation's approved chemical list. All application 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 herbicides 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. For follow-up applications, the Contractor is to provide a second service date upon completion of the initial application. The fading colorant solution "Mark-It Blue", or equal, shall be used in conjunction with all hardscape applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all application reports within 24 hours. Contractor shall provide the name and license number of personnel spraying the chemicals a minimum of one (1) week prior to the application of the herbicide. Contractor to ensure proper signage is installed prior to any application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 1/2" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label. Signs are to be promptly removed after herbicide is sufficiently dried.

2000-6 *TURF OVERSEEDING.*

The Contractor shall overseed all Rio Vista turf areas two times per year and Del Mar turf areas once per year. Limited turf repairs may take place at any time during the year and are not to be held to this specification.

2000-6-1 *SEEDING*

The seeding operation shall consist of a three step process; seedbed preparation, seeding, and applying the fertilizer. The entire seeding operation shall be accomplished within 48 hours.

2000-6-2 *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, 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, burrowing, 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 lines and all loose material raked to the toe and removed.

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)**

SCHEDULE OF COMPENSATION

Cost per Month in Accordance with Scope											
Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
\$23,878	\$23,878	\$23,878	\$23,878	\$23,878	\$23,878	\$23,878	\$23,878	\$23,878	\$23,878	\$23,878	\$23,878

Additional/Irregular Services

Service Item	Cost per Service
Soil Testing	
Soil Test per Site	\$45
Reports	
Tree and Plant Health Inspection Report	\$125
General Inspection Report	\$125
Irrigation Report	\$125
Supplemental Labor (Hourly Rate)	
Laborer	\$47
Irrigation Tech	\$50
Crew Lead	\$55

EXHIBIT C

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)**

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

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

Agreement No. 32400232

0. 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.

0. 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).**

0. 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.

0. 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.

0. 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.

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT 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/ \$500,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD % 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			

Agreement No. 32400232

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)		
TYPE OF INSURANCE	APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here * in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
GENERAL LIABILITY * COMMERCIAL GENERAL LIABILITY * COMPREHENSIVE GENERAL LIABILITY * OWNERS & CONTRACTORS PROTECTIVE	OTHER PROVISIONS * Claims Made Retroactive Date _____ * Occurrence		
COVERAGES * GENERAL * PRODUCTS/COMPLETED OPERATIONS * PERSONAL & ADVERTISING INJURY * FIRE DAMAGE * _____ * _____	LIABILITY LIMITS IN THOUSANDS \$		Underwriters representative for claims pursuant to this insurance. CLAIMS: Name: _____ _____ (_____)
		EACH OCCURRENCE	AGGREGATE
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:			
<ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or a. 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 % Evident ID, Inc. 8520 Allison Pointe Blvd, Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 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 _____		

Agreement No. 32400232

AUTOMOBILE 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	OTHER PROVISIONS		
COMMERCIAL AUTO POLICY BUSINESS AUTO POLICY OTHER			
LIMIT OF LIABILITY	CLAIMS: Underwriter's representative for claims pursuant to this insurance.		
\$ _____ per accident, for bodily injury and property damage.	Name: _____		

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 a. 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 % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 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 _____		

EXHIBIT D

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)**

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

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)**

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
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

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/entity identified 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 engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Garcia's Landscaping Maintenance Inc. Federal ID Number (or n/a): 45-1172673
By (Authorized Signature): *Tenley Garcia*
Printed Name & Title of Person Signing: Tenley Garcia (Secretary) Date Executed 10/6/23
Executed in the County of Ventura 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 institution engaged 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 _____



RIVERPARK BALLFIELD MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurrences	Citation Amount	Total
Infield Maintenance						
Infield Lip and Border Maintenance				x	\$250.00 =	
Infield Dragging, Painting, Chalking				x	\$250.00 =	
Fertilization				x	\$250.00 =	
Aeration and Topdressing Infields				x	\$250.00 =	
Pitcher Mound & Base Maintenance				x	\$250.00 =	
Rain-out Procedures				x	\$250.00 =	
General Infield Maintenance				x	\$250.00 =	
Outfield Maintenance						
Topdressing Outfields				x	\$250.00 =	
Outfield Maintenance & Hole Repair				x	\$250.00 =	
Fertilization				x	\$250.00 =	
General Outfield Maintenance				x	\$250.00 =	
Hardscape Maintenance						
Opening and Closing Fields				x	\$250.00 =	
Program Lighting				x	\$250.00 =	
Pressure Washing				x	\$250.00 =	
General Hardscape Maintenance				x	\$250.00 =	
Site-Wide Maintenance						
Tree Maintenance				x	\$250.00 =	
Irrigation Maintenance				x	\$250.00 =	
Landscape Maintenance/Replacement				x	\$250.00 =	
Pesticide/Herbicide Applications				x	\$250.00 =	
Litter and Debris Control				x	\$250.00 =	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

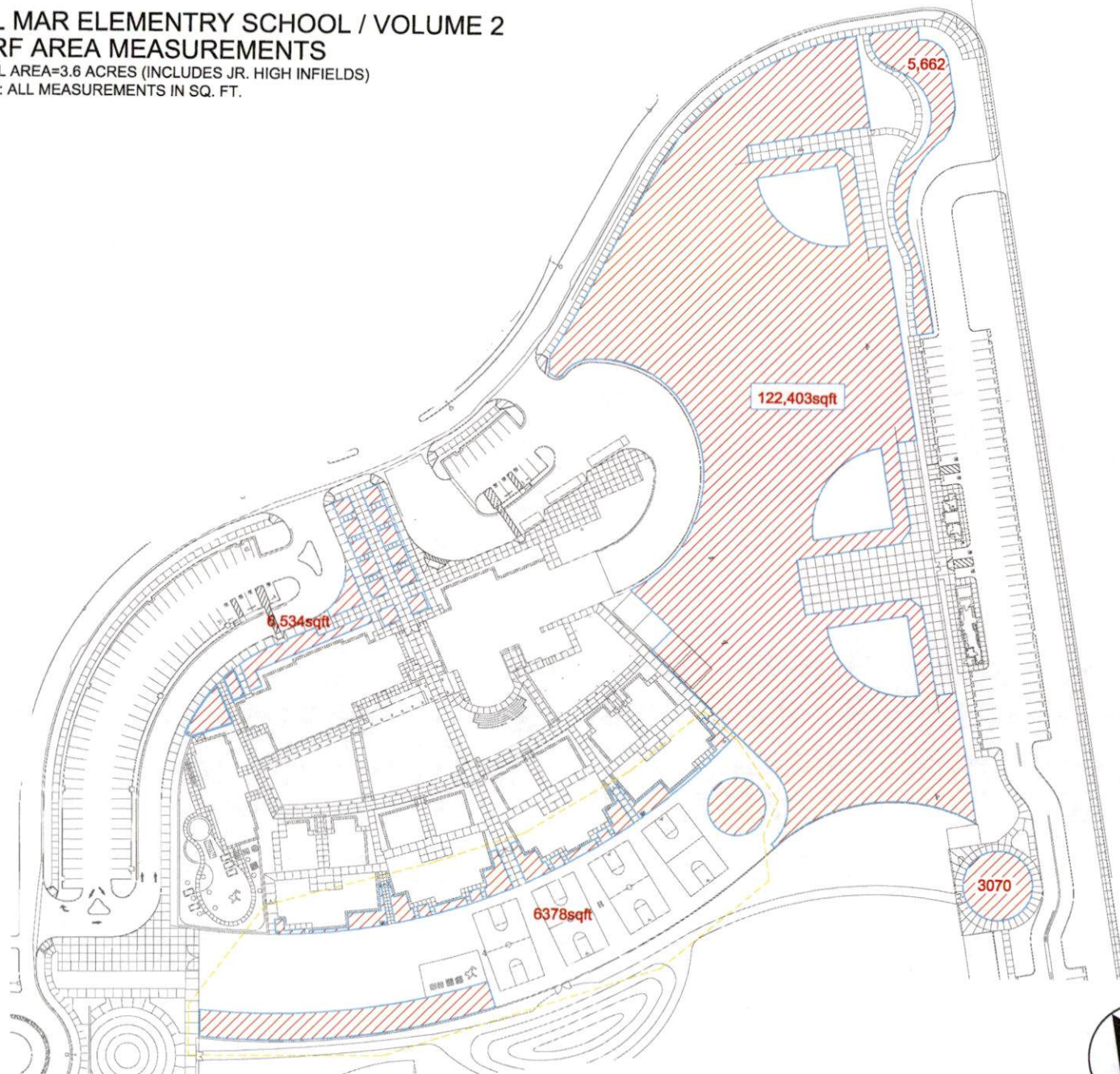
Comments:

City Of Oxnard:

Date:

DEL MAR ELEMENTARY SCHOOL / VOLUME 2 TURF AREA MEASUREMENTS

TOTAL AREA=3.6 ACRES (INCLUDES JR. HIGH INFIELDS)
NOTE: ALL MEASUREMENTS IN SQ. FT.

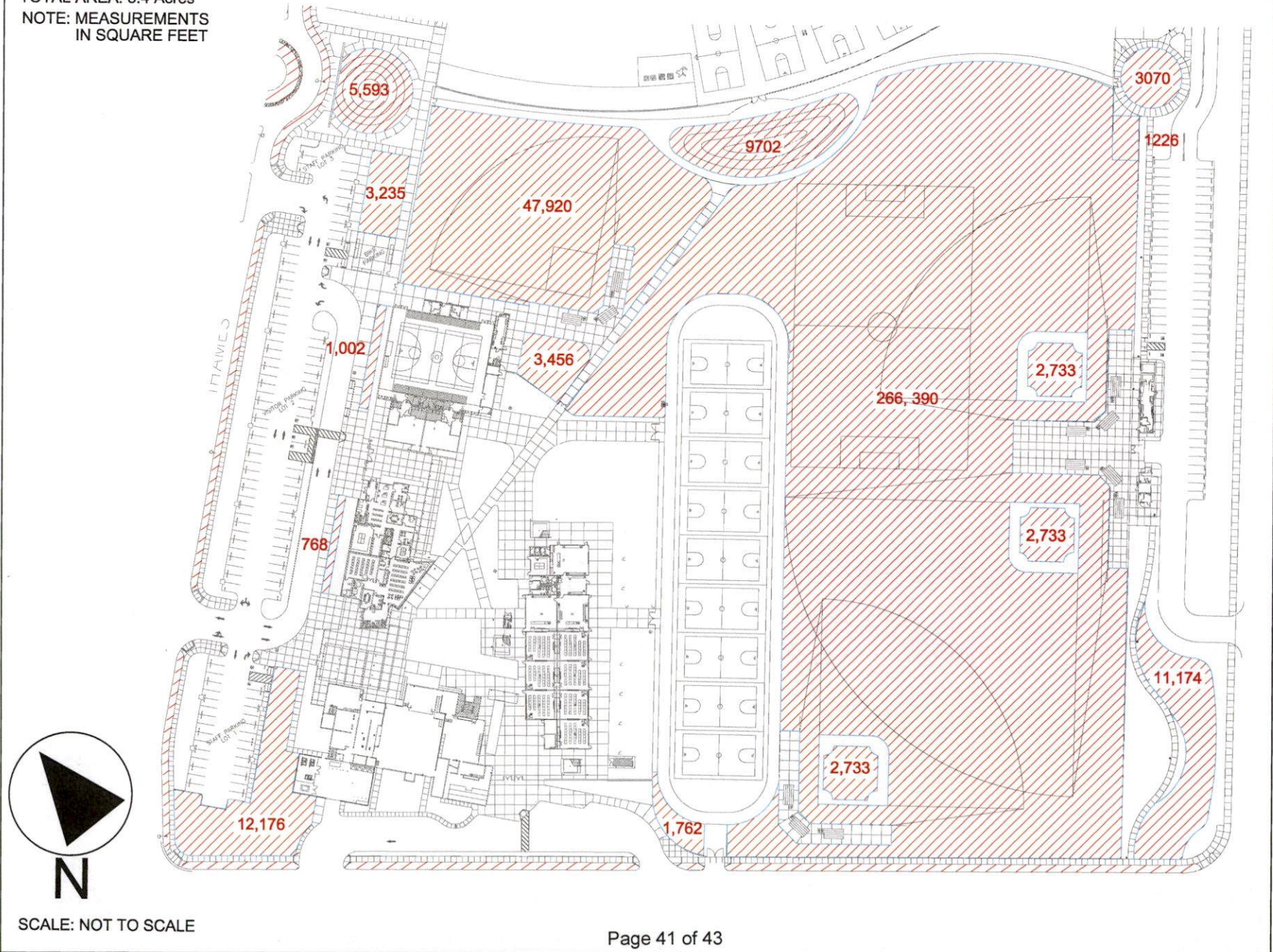


SCALE: NOT TO SCALE

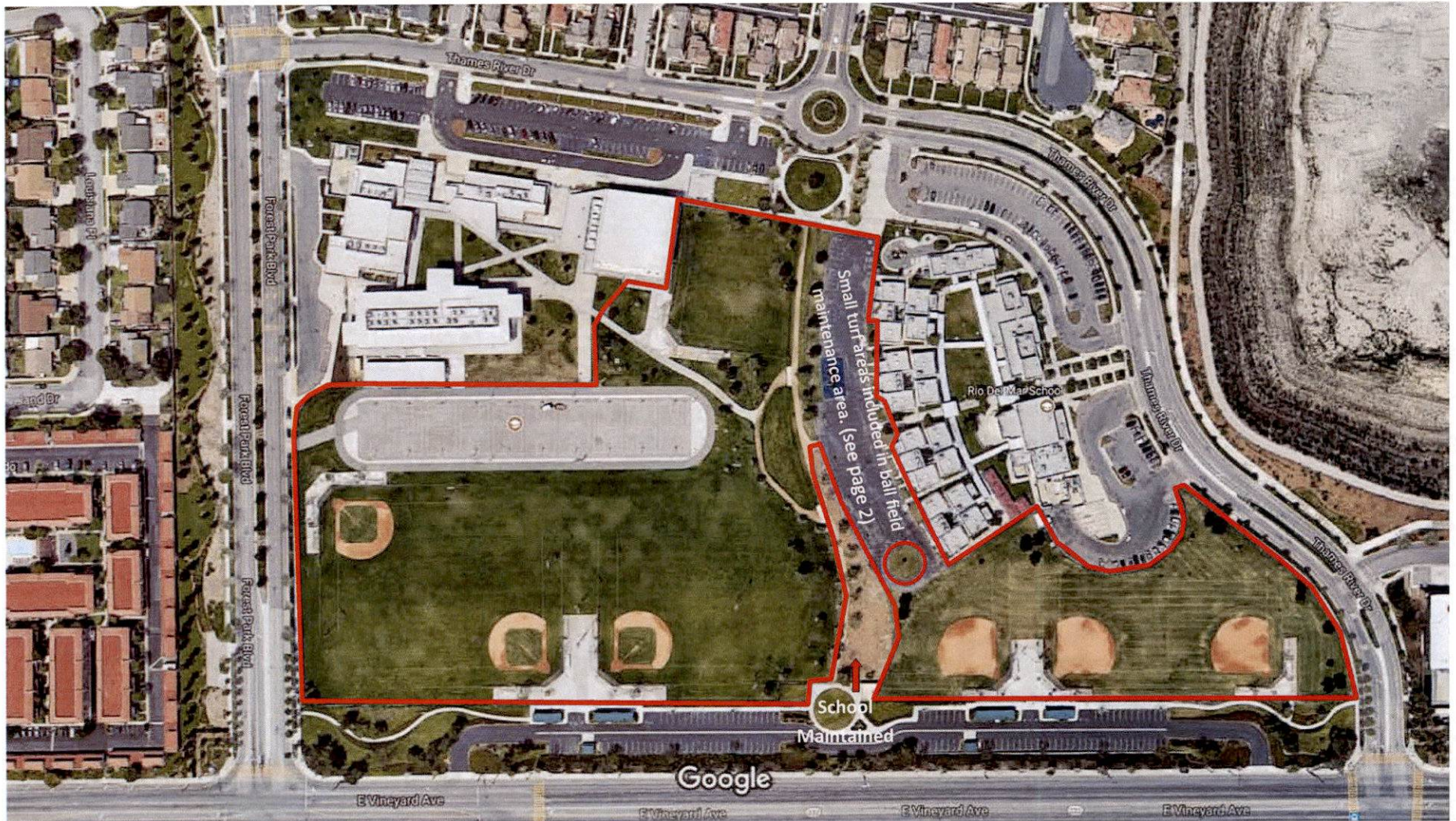
RIO VISTA JR. HIGH SCHOOL TURF AREA MEASUREMENTS

TOTAL AREA: 8.4 Acres

NOTE: MEASUREMENTS
IN SQUARE FEET



Riverpark Ball Field Maintenance Map



Riverpark Ball Field Maintenance Map

Page 2

