



Meeting Date: 5 / 03 / 11

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Joel Galaviz *JH*

Agenda Item No. I-1

Reviewed By: City Manager *[Signature]*

City Attorney *SME*

Finance *[Signature]*

Other

**DATE:** April 21, 2011

**TO:** City Council

**FROM:** Michael Henderson, General Services Superintendent  
City Manager's Department *[Signature]*

**SUBJECT:** Approval of Trade Services Agreement Amendments  
with Kaneko Landscaping, Inc.

**RECOMMENDATION**

That City Council approve and authorize the City Manager to execute First and Second Amendments to Agreement for Trade Services (Nos. 4780-09-CM, 5088-10-CM, 4768-09-CM, 4803-09-CM, 4781-09-CM, 5090-10-CM, 5091-10-CM, 4772-09-CM, 4804-09-CM) with Kaneko Landscaping, Inc. in the total amount of \$240,420 for the purpose of providing landscape maintenance services within Harbor Island, District 3 River Ridge, District 30 Haas Automation, District 34 Sunrise Point/Sunset Cove, District 36 Villa Sta. Cruz/Villa Carmel, District 38 Aldea del Mar, District 39 El Sueno Promesa, District 41 Pacific Cove and District 43 Greenbelt.

**DISCUSSION**

On March 2, 2009, informal sealed bids were solicited from seven vendors for Harbor Island, District 30 Haas Automation, District 34 Sunrise Point/Sunset Cove, District 36, Villa Sta. Cruz/Villa Carmel, District 41 Pacific Cove and District 43 Greenbelt. Out of the seven vendors only three responded; American Heritage Landscape LP, Kaneko Landscaping, Inc. and Plowboy Landscapes Inc. Kaneko Landscaping Inc. was found to be the lowest responsible bidder. Kaneko Landscaping, Inc.'s original agreements have options to renew for the first and second years. These second amendments' extending term is from June 30, 2011 to June 30, 2012.

On April 5, 2010, informal sealed bids were solicited from eight vendors for District 3 River Ridge, District 38 Aldea del Mar and District 39 El Sueno Promesa. Out of the eight vendors only four responded; American Heritage Landscape LP, Gothic Grounds Management, Kaneko Landscaping, Inc and Quezada Landscaping. Kaneko Landscaping Inc. was found to be the lowest responsible bidder. Kaneko Landscaping, Inc.'s original agreements have options to renew for the first and second years. These first amendments' extending term is from June 30, 2011 to June 30, 2012. This is the second amendment for District 3 River Ridge, the first amendment was done for contract amount change only.

Approval of Trade Services Agreement Amendments  
with Kaneko Landscaping, Inc.  
April 21, 2011  
Page 2

These districts have landscaping improvements along streets and public walkways that add value and enhance the aesthetic qualities of the districts. All parcels within these districts are assessed for the annual cost of maintenance.

## **FINANCIAL IMPACT**

The cost for landscape maintenance is paid from assessment district funds with no impact on the General Fund.

/es

- Attachment #1 - Second Amendment to Agreement No. 4780-09-CM, Harbor Island  
#2 - Second Amendment to Agreement No. 5088-10-CM, District 3 River Ridge  
#3 - Second Amendment to Agreement No. 4768-09-CM, District 30 Haas Automation  
#4 - Second Amendment to Agreement No. 4803-09-CM, District 34 Sunrise  
Point/Sunrise Cove  
#5 - Second Amendment to Agreement No. 4781-09-CM, District 36 Villa Sta Cruz/Villa  
Carmel  
#6 - Second Amendment to Agreement No. 4772-09-CM, District 41 Pacific Cove  
#7 - Second Amendment to Agreement No. 4804-09-CM, District 43, Greenbelt  
#8 - First Amendment to Agreement No. 5090-10-CM, District 38 Aldea del Mar  
#9 - First Amendment to Agreement No. 5091-10-CM, District 39, El Sueno Promesa

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1<sup>st</sup> day of March, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Kaneko Landscaping, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on April 15, 2009, by City and Kaneko Landscaping, Inc. The Agreement previously has been amended on May 11, 2010 by a First Amendment.

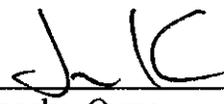
City and Vendor agree as follows:

1. In section 3 of the Agreement, the date "June 30, 2011" is deleted and replaced with the date "June 30, 2012."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

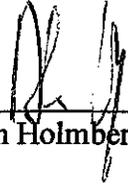
VENDOR

\_\_\_\_\_  
Edmund F. Sotelo, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

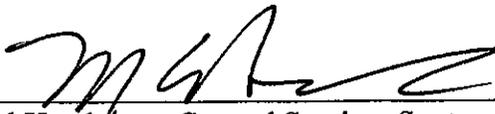
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, General Services Supt.

  
\_\_\_\_\_  
Joel Galaviz, Project Manager

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1<sup>st</sup> day of March, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Kaneko Landscaping, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on May 24, 2010, by City and Kaneko Landscaping, Inc. The Agreement previously has been amended on July 29, 2010 by a First Amendment.

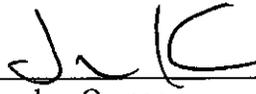
City and Vendor agree as follows:

1. In section 3 of the Agreement, the date "July 1, 2011" is deleted and replaced with the date "July 1, 2012."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

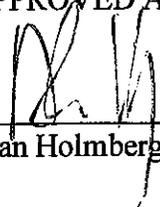
VENDOR

\_\_\_\_\_  
Edmund F. Sotelo, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

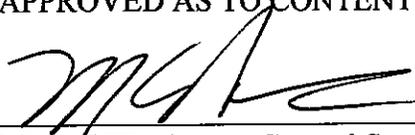
APPROVED AS TO FORM:

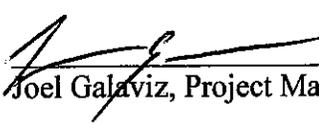
APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, General Services Supt.

  
\_\_\_\_\_  
Joel Galaviz, Project Manager

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of March, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Kaneko Landscaping, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on April 15, 2009, by City and Kaneko Landscaping, Inc. The Agreement previously has been amended on May 3, 2010 by a First Amendment.

City and Vendor agree as follows:

1. In section 3 of the Agreement, the date "June 30, 2011" is deleted and replaced with the date "June 30, 2012."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

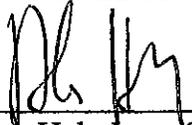
VENDOR

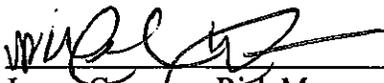
\_\_\_\_\_  
Edmund F. Sotelo, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, General Services Supt.

  
\_\_\_\_\_  
Joel Galaviz, Project Manager

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of March, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Kaneko Landscaping, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on May 13, 2009, by City and Kaneko Landscaping, Inc. The Agreement previously has been amended on May 17, 2010 by a First Amendment.

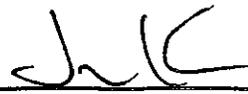
City and Vendor agree as follows:

1. In section 3 of the Agreement, the date "June 30, 2011" is deleted and replaced with the date "June 30, 2012."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

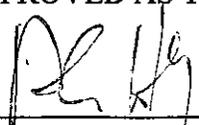
VENDOR

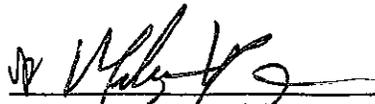
\_\_\_\_\_  
Edmund F. Sotelo, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

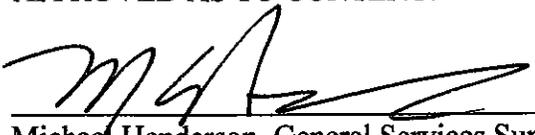
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, General Services Supt.

  
\_\_\_\_\_  
Joel Galaviz, Project Manager

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of March, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Kaneko Landscaping, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on April 15, 2009, by City and Kaneko Landscaping, Inc.. The Agreement previously has been amended on May 11, 2010 by a First Amendment.

City and Vendor agree as follows:

1. In section 3 of the Agreement, the date "June 30, 2011" is deleted and replaced with the date "June 30, 2012."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

\_\_\_\_\_  
Edmund F. Sotelo, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

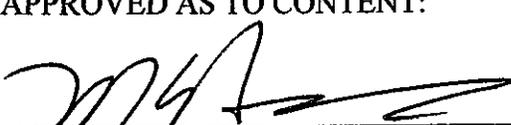
APPROVED AS TO FORM:

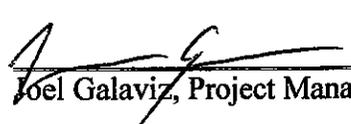
  
\_\_\_\_\_  
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, General Services Supt.

  
\_\_\_\_\_  
Joel Galaviz, Project Manager

**FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of March, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Kaneko Landscaping, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on May 13, 2010, by City and Kaneko Landscaping, Inc.

City and Vendor agree as follows:

1. In section 3 of the Agreement, the date "July 1, 2011" is deleted and replaced with the date "July 1, 2012."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

\_\_\_\_\_  
Edmund F. Sotelo, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

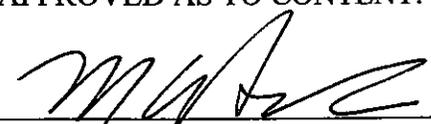
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, Gen. Services Supt.

  
\_\_\_\_\_  
Joel Galaviz, Project Manager

**FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of March, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Kaneko Landscaping, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on May 24, 2010, by City and Kaneko Landscaping, Inc.

City and Vendor agree as follows:

1. In section 3 of the Agreement, the date "July 1, 2011" is deleted and replaced with the date "July 1, 2012."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

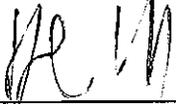
VENDOR

\_\_\_\_\_  
Edmund F. Sotelo, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

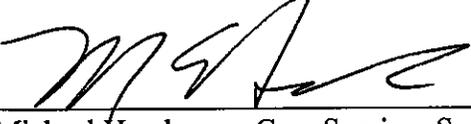
APPROVED AS TO FORM:

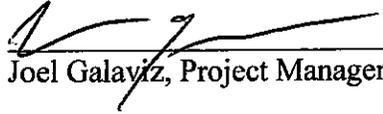
APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, Gen. Services Supt.

  
\_\_\_\_\_  
Joel Galaviz, Project Manager

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of March, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Kaneko Landscaping, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on April 20, 2009, by City and Kaneko Landscaping, Inc. The Agreement previously has been amended on May 3, 2010 by a First Amendment.

City and Vendor agree as follows:

1. In section 3 of the Agreement, the date "June 30, 2011" is deleted and replaced with the date "June 30, 2012."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

\_\_\_\_\_  
Edmund F. Sotelo, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, General Services Supt.

  
\_\_\_\_\_  
Joel Galaviz, Project Manager

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of March, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Kaneko Landscaping, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on May 19, 2009, by City and Kaneko Landscaping, Inc. The Agreement previously has been amended on May 11, 2010 by a First Amendment.

City and Vendor agree as follows:

- 1. In section 3 of the Agreement, the date "June 30, 2011" is deleted and replaced with the date "June 30, 2012."
- 2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

\_\_\_\_\_  
Edmund F. Sotelo, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

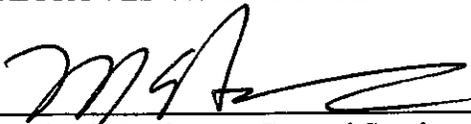
APPROVED AS TO FORM:

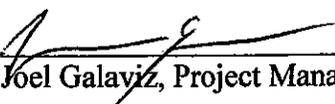
APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, General Services Supt.

  
\_\_\_\_\_  
Joel Galaviz, Project Manager