

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AMENDED AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
February 7, 2017
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

C. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of February, 2017 as "Black History Month".
2. SUBJECT: Announcement of the Gene and Jerry Jones Family Foundation Grant Recipients.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

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

City of Oxnard internet address: www.oxnard.org.

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION CONSENT AGENDA

Housing Department

1. SUBJECT: First Amendments to Loan Agreements with Habitat for Humanity of Ventura County (H4HVC) for the First Street and Hayes Avenue Affordable Housing Development Project to Construct 6 Single-Family Homes

RECOMMENDATION: That City Council:

1. Approve and authorize the Mayor to execute First Amendments to the HOME Participation Agreement (A-7897-001), to the Affordable Housing Agreement A-7898-001), and to the Affordable Housing HOME CHDO Set-Aside Loan (A-7899-001) with Habitat for Humanity of Ventura County (H4HVC):
 - a. To modify the construction completion date to reflect September 30, 2018, as requested by U.S. Department of Housing and Urban Development (HUD),
 - b. To include HUD as an agent for approval of any extensions,
 - c. To remove verbiage related to granting extensions of time for completion, and
 - d. To include an updated Exhibit-A Schedule of Performance.
2. Approve a contingency plan that, in the unlikely event that H4HVC is not able to complete the project by the HUD deadline, and HUD does not grant an extension, H4HVC will retain ownership of the land for an additional 12 months to complete the project through non-HUD

sources, provided though that construction of the housing units is already underway at that time

3. Authorize the City Manager or designee to make necessary corrections or modifications in the attached Amendments and related agreements in order to conform them to each other or to make them consistent with the provisions of the staff report.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

City Clerk Department

2. SUBJECT: Approval of Minutes: December 13, 2016 Regular Meeting

RECOMMENDATION: Approve the Minutes of the City Council Regular Meeting of December 13, 2016.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

City Manager Department

3. SUBJECT: Agreements for City Council Review

RECOMMENDATION: That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list:

A. NBS Government Finance Group (A-7950) to provide consulting support for the landscape maintenance districts (\$166,700).

B. Gallagher Benefit Services (7674-16-HR) for a city-wide classification and compensation study (\$230,000).

C. Toshiba Business Solutions (5173-10-FN) for lease of photocopy equipment (\$61,875).

D. New Image 2000 Car Wash (6386-13-PO) for police vehicle car washing (\$45,000).

E. AllStar Fire for the purchase of 24 turnout pants and 24 turnout jackets equipment required for firefighter safety (\$63,185).

F. BMW Motorcycle of Burbank for the purchase of two BMW motorcycles for the Police Department (\$56,719).

G. Wastequip for the purchase of 2 cubic yard and 4 cubic yard front-end loader refuse containers (\$114,000).

A complete explanation of the agreement and funding sources are attached.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

4. SUBJECT: Agreements for On-Call Permit Processing

RECOMMENDATION: That City Council approve and authorize the City Manager to execute agreements with Rincon Consultants, Inc. in an amount not to exceed \$250,000 (Agreement Number 7690-16-DS) and with Stantec in an amount not to exceed \$75,000 (Agreement Number 7729-16-DS) for on-call permit processing and planning services.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Public Works Department

5. SUBJECT: Antiscalant Purchases for Water and Recycled Water Treatment Facilities
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement (Agreement No. A-7938) with King Lee Chemical Company d.b.a. King Lee Technologies for the as-needed supply and delivery of antiscalant to water and recycled water treatment in an amount not to exceed \$350,000.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

Development Services Department (NEW ITEM)

6. SUBJECT: Notice of Pending Approval – Parcel Map No. 11-300-02
RECOMMENDATION: Receive and file only.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882

J. REPORTSFinance Department

1. SUBJECT: Approval of \$178,357 in Assessment Credits for Ineligible Utilities Costs and Administrative Fees Charged to Certain City of Oxnard Maintenance Assessment Districts in Fiscal Year 2015-16 (15/15/10)
RECOMMENDATION: That City Council approve:
1. Assessment credits to the twelve (12) Maintenance Assessment Districts for Fiscal Year 2015-16 utility charges in excess of the 5% increase allowed per the Engineer's Report, totaling \$108,729.
2. Assessment credits to the twenty-five (25) Maintenance Assessment Districts that did not receive a subsidy from the General Fund and had an over collection of administrative fees in Fiscal Year 2015-16, totaling \$69,628.
3. A budget appropriation from General Fund Operating Reserve to Transfer Out to Assessment District Account in the amount of \$178,357 to repay the affected Maintenance Assessment Districts for ineligible utility charges and administrative fees.
4. Authorizing the City Manager to take all necessary actions required to implement the assessment credits and repay the Maintenance Assessment Districts for excess utility charges and the over collection of administrative fees.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475
2. SUBJECT: Proposed Water Pass-Through Rates (5/15/20)
RECOMMENDATION: That the City Council: 1. Receive a report on the proposed water pass-through rates effective March 15, 2017, due to increased third-party costs for water; and 2. Authorize the City Manager to take any and all needed steps to administratively approve the water pass-through charges as authorized by the City of Oxnard Ordinance Number 2859.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475

K. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: February 7, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: First Amendments to Loan Agreements with Habitat for Humanity of Ventura County (H4HVC) for the First Street and Hayes Avenue Affordable Housing Development Project to Construct 6 Single-Family Homes

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That City Council:

1. Approve and authorize the Mayor to execute First Amendments to the HOME Participation Agreement (A-7897-001), to the Affordable Housing Agreement A-7898-001), and to the Affordable Housing HOME CHDO Set-Aside Loan (A-7899-001) with Habitat for Humanity of Ventura County (H4HVC):

- a. To modify the construction completion date to reflect September 30, 2018, as requested by U.S. Department of Housing and Urban Development (HUD),
- b. To include HUD as an agent for approval of any extensions,
- c. To remove verbiage related to granting extensions of time for completion, and
- d. To include an updated Exhibit-A Schedule of Performance.

2. Approve a contingency plan that, in the unlikely event that H4HVC is not able to complete the project by the HUD deadline, and HUD does not grant an extension, H4HVC will retain ownership of the land for an additional 12 months to complete the project through non-HUD sources, provided though that construction of the housing units is already underway at that time

3. Authorize the City Manager or designee to make necessary corrections or modifications in the

attached Amendments and related agreements in order to conform them to each other or to make them consistent with the provisions of the staff report.

On July 26, 2016, the City Council approved three agreements with Habitat for Humanity of Ventura County (H4HVC) to support a financial gap of \$577,148 for the development of six (6) single-family low-income homes located at the corner of First Street and Hayes Avenue in Oxnard. The U.S. Department of Housing and Urban Development (HUD) has made a request to amend the construction completion date for the project to September 30, 2018. This amended date will correspond with H4HVC's original Project Summary, in order to comply with expenditure and completion deadlines. Due to the firm completion date for construction, verbiage related to possible extensions for the project are removed from the Agreements, unless expressly approved by HUD in writing.

HUD is also requiring confirmation that \$95,337 in Community Housing Development Organization (CHDO) funds assigned to the project from a 2012 HOME Partnership Act (HOME) grant allocation be spent by June 30, 2017. This requirement will be met through the use of these funds for pre-development costs, and conforms with HUD's maximum period of five-years allowed for expenditure of HOME CHDO funds.

The Project

The First and Hayes Street affordable housing development project will consist of six (6) single family homes. These homes will include three 3-bedroom/1.75 baths, single-family detached houses, of approximately 1,200 square feet, with 2 car garages. The other three residential dwelling units will consist of three 2-bedroom/1-bath single-family detached houses, of approximately 786 square feet, also with 2 car garages. There is a possibility that the 1-bedroom units may be expanded to 2-bedroom/1-bath residential dwelling units with 1 car garages during the planning phase of the project.

The land for the proposed project is owned by the City of Oxnard and measures 20,800 square feet, or .48 of an acre. It was originally purchased in 2006 for a different affordable housing project that failed. Part of the funding used to purchase the property consisted of \$556,772 in HOME funds. If an affordable housing project is not developed on the site, the City will have to re-pay this amount from non-grant funds to the U.S. Department of Housing & Urban Development.

Staff Error – Project Cancelled

The HUD office of Community Planning and Development (CPD) in Los Angeles had previously allowed the City an extension to Sept. 2018 to complete the project. However, when the July agreements were processed, staff incorrectly used a later end date for the project, and also incorrectly informed HUD that a zoning change was needed which would delay the project completion for at least an additional year. This, together with a lapse in communication, caused

HUD Los Angeles to question the validity of the project and to recommend to HUD Headquarters in Washington D.C. to cancel the project, which it did in November 2016.

Appeal

The Housing Director was able to informally appeal the cancellation in person to HUD staff in Los Angeles on Nov. 29, 2016. The Los Angeles CPD office agreed to support continuation of the project on two conditions: 1) That the Housing Director be the project contact person for HUD, and 2) that the agreements be amended to reflect the correct HUD-approved end date of September 2018. Continuance of the project will require concurrence from the HUD Headquarters office in Washington D.C. Staff believes that if the Los Angeles HUD CPD office supports it, then HUD Headquarters will also support continuance of the project.

H4HVC has an excellent reputation in Ventura County and is currently involved in the closing stages of a HUD-funded project in another City in the County. Its Oxnard project plan is already at the City's Design Activity Committee, with only minor changes being proposed.

Contingency

The proposed recommendations include approval of a contingency plan, in the unlikely event that the project is not completed on time (September 2018), and if HUD does not grant an extension. H4HVC will retain ownership of the land for an additional 12 months to complete the project through non-HUD sources, provided though that construction of the housing units is already underway at that time. This contingency provision is important because H4HVC will be investing considerable resources of its own in the project. This provision represents an assurance that the City will continue to be supportive of the project for a reasonable amount of time in the unlikely event that H4HVC is not able to complete the project by the HUD deadline, and HUD does not grant an extension at that time.

If the project is not completed by Sept, 2018, and HUD does not grant an extension, then the City would have to repay \$556,772 back to HUD from non-federal funds. As part of the contingency plan, the developer would still have one more year to complete the project using non-HUD resources. If the project is not completed by Sept. 2019, then the land and all improvements comes back to the City. However, the City could grant another extension.

STRATEGIC PRIORITIES

This agenda item supports the **Quality of Life strategy**. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

This agenda item supports the **Economic Development strategy**. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

FINANCIAL IMPACT

HUD HOME funding had been approved and appropriated to 2012 CHDO Development Project 775193, 2013 CHDO Development Project 775198, and 2014 CHDO Development Project 775203 for the development of six (6) Single Family low-income homes. No additional funding is required for this First Amendments to the Agreements.

ATTACHMENTS:

Attachment A - First Amendment to Agreement for HOME Program Participation-A-7897-001 v2

Attachment B - First Amendment to Affordable Housing Agreement-A-7898-001 v2

Attachment C - First Amendment to Affordable Housing HOME CHDO Set Aside Loan Agreement-A-7899-001 v2

FIRST AMENDMENT TO AGREEMENT FOR HOME PROGRAM PARTICIPATION

THIS FIRST AMENDMENT TO AGREEMENT FOR HOME PROGRAM

PARTICIPATION (“First Amendment”) is entered into as of the 7th of February, 2017, between the City of Oxnard, a municipal corporation (“City”) and Habitat for Humanity Ventura County, a California non-profit public benefit corporation that helps very low and low income persons develop and own housing (hereinafter referred to as “Developer”), with respect to the following:

RECITALS

A. City and Developer previously entered into that certain Agreement for HOME Program Participation, Agreement No. A-7897.

B. Construction completion date is revised to reflect September 30, 2018, the corresponding dates of conveyance of units are changed to correspond with new date, and the Department of Housing and Urban Development (HUD) LA Field Office has been added for approval authority. Changes have been mutually agreed upon by City and Developer, thus City and Developer wish to amend the Agreement for HOME Program Participation to properly reflect that information.

C. The Notification to City of Delays in Schedule section is hereby revised to include that, an up to a one year extension may be granted by expressed written approval by the Department of Housing and Urban development (HUD) LA Field Office, thus City and Developer wish to amend the Agreement for HOME Program Participation to properly reflect that information.

D. Exhibit A – Schedule of Performance is replaced with an updated schedule that reflects the new timeframe with a construction completion date of September 30, 2018, thus City and Developer wish to amend the Agreement for HOME Program Participation to properly reflect that information.

NOW THEREFORE, in consideration of the foregoing recitals, which the parties hereto agree are true and correct, and the mutual covenants and agreements herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

Section 1. Section 2.1 of the Agreement for HOME Program Participation is hereby amended to read as follows:

“2.1 Timetable. The Developer expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

- Developer shall complete all plans and predevelopment activities within one year of the date of this agreement. **On or before September 30, 2017**
- Developer shall be ready to start construction within one year of the date of this agreement. **On or before September 30, 2017**
- Developer shall finish all construction on the six affordable single-family housing units within two years from date of this agreement. **On or before September 30, 2018.**
- The first affordable unit must be sold to a low-income buyer within six months of the completion of construction and the certificate of occupancy will show compliance with the requirements of the 2012/2013 Appropriations Acts. The unit would need to be converted to a HOME-assisted Rental Housing Unit if not sold by that date. **On or before March 30, 2019.**
- The next two affordable units must be sold to low-income buyers within nine months of the completion of construction and the certificate of occupancy will show compliance with the requirements of the 2013 HOME Final Rule, effective August 23, 2013 and afterwards. Otherwise, the unsold units with this designation will be converted to rental housing and meet all the requirements of 24 CFR §92.252 during the HOME period of affordability of fifteen (15) years from the date the units were placed in service (if rental housing units) or from the date the unit was sold to a low-income household. **On or before June 30, 2019.**
- The last three affordable housing units are not subject to the requirement to convert to rental housing if the units are not sold within six or nine months of the close of construction and certificate of occupancy from the City has been obtained for either the 2012/2013 Appropriations Act or the 2013 HOME Final Rule as those funds were originally from pre-2013 HOME grants given to the City of Oxnard.
- Developer will monitor each of the six HOME affordable homeownership (or rental-housing unit(s) if not sold within the time allotted) for the fifteen year HOME period of affordability. **On or before December 31, 2034.**
- The term of this contract will end when the last homeownership or rental unit has completed its compliance with HOME regulations, as may have been amended throughout the term of HOME period of affordability. The approximate term of this contract will end **no later than December 31, 2034** subject to changes that might be made due to change orders or delays in the project schedule approved by the Department of Housing and Urban Development (HUD) LA Field Office and the City's Housing Director."

Section 2. Section 2.5 of the Agreement for HOME Program Participation is hereby amended to read as follows:

“2.5 Notification to City of Delays in Schedule. In the event the Developer is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the Developer, up to a one year extension (on or before September 30, 2019) may be granted upon expressed written consent by the Department of Housing and Urban Development (HUD) LA Field Office and signed by the City’s Housing Director. It shall be the responsibility of the Developer to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.”

Section 3. Section 2.6 of the Agreement for HOME Program Participation is hereby amended as follows:

“2.6 Extensions to Schedule. If the Project is not complete, as evidenced by certificates of occupancy for the units by September 30, 2018, and construction is in process, and HUD does not grant an extension in writing, Developer will retain ownership of the land for an additional 12 months to complete the project through non-HUD sources, provided though that construction of the housing units is already underway at that time. Under this contingency provision, if the project is not completed within 12 months of September 30, 2018, the Developer shall be in default hereunder, and shall, upon demand by City, reconvey the Property together with all improvements thereon to City.”

Section 4. Exhibit A of the Agreement for HOME Program Participation is replaced as follows:

“EXHIBIT A -SCHEDULE OF PERFORMANCE

First & Hayes Development Oxnard, CA

The total development and construction schedule for 6 homes is estimated to be 24 months.

Project Schedule/Timeline (projected)

Development Phase:	September 2016 – August 2017
Groundbreaking:	August 2017
Construction Phase:	September 2017 – September 2018
Final Certificate of Occupancy:	September 2018
Close of Escrow on all Homes:	June 2019

Families are pre-qualified and selected for each home and, as a requirement of the Habitat Program, participate in the construction of their home. Habitat for Humanity of Ventura County complies with all regulations on environmental laws, including California water conservation requirements. Homes are built to all codes and regulations for energy and it is our goal to provide as low cost of ownership as possible for low income home buyers.

Project Monitoring

Habitat for Humanity will provide the following reports and monitoring:

- Monthly tracking against project construction schedule
- Quarterly progress reports to City of Oxnard Housing Department including photos, issues identified and revised plans to overcome issues.”

[SIGNATURES ON FOLLOWING PAGE]

**[SIGNATURE PAGE TO FIRST AMENDMENT OF
AGREEMENT FOR HOME PROGRAM PARTICIPATION]**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

CITY OF OXNARD, a municipal corporation

HABITAT FOR HUMANITY VENTURA COUNTY, a California non-profit public benefit corporation

Tim Flynn, Mayor

Steven Dwyer, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date: _____

APPROVED AS TO CONTENT:

Arturo Casillas, Housing Director

Date: _____

FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT

THIS FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT (“First Amendment”) is entered into as of the 7th of February, 2017, between the City of Oxnard, a municipal corporation (“City”) and Habitat for Humanity Ventura County, a California non-profit public benefit corporation that helps very low and low income persons develop and own housing (hereinafter referred to as “Developer”), with respect to the following:

RECITALS

A. City and Developer previously entered into that certain Affordable Housing Agreement, Agreement No. A-7898.

B. HUD has established and Developer and City agree that the end date of the Project is September 2018. The Failure to Complete Project section is hereby revised to include that, an up to a one year extension (on or before September 30, 2019) may be granted upon expressed written consent by the Department of Housing and Urban development (HUD) LA Field Office and signed by the City’s Mayor or designee, and that the Developer will retain all rights to the previously granted land if this extended deadline is met, and thus City and Developer wish to amend the Agreement for HOME Program Participation to properly reflect that information.

NOW THEREFORE, in consideration of the foregoing recitals, which the parties hereto agree are true and correct, and the mutual covenants and agreements herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

Section 1. Section 2.1 of the Affordable Housing Agreement is hereby amended as follows :

“D. (2) Failure to Complete Project. If the Project is not complete, as evidenced by certificates of occupancy for the units, on or before September 30, 2018, Developer shall be in default hereunder and shall, upon demand by City, reconvey the Property together with all improvements thereon to City, provided , however, that the period for completion of the Project date may be extended for a period not to exceed one (1) year (September 30, 2019) by expressed written consent by the Department of Housing and Urban Development (HUD) LA Field Office and signed by City’s Mayor or designee in accordance with the City’s procurement policies and procedures.

However, if the Project is not complete, as evidenced by certificates of occupancy for the units by September 30, 2018, and construction is in process, and HUD does not grant an extension in writing, Developer will retain ownership of the land for an additional 12 months to complete the

project through non-HUD sources, provided though that construction of the housing units is already underway at that time. Under this contingency provision, if the project is not completed within 12 months of September 30, 2018, the Developer shall be in default hereunder, and shall, upon demand by City, reconvey the Property together with all improvements thereon to City.”

**[SIGNATURE PAGE TO FIRST AMENDMENT OF
AGREEMENT FOR HOME PROGRAM PARTICIPATION]**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

CITY OF OXNARD, a municipal corporation

**HABITAT FOR HUMANITY VENTURA
COUNTY**, a California non-profit public
benefit corporation

Tim Flynn, Mayor

Steven Dwyer, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date: _____

APPROVED AS TO CONTENT:

Arturo Casillas, Housing Director

Date: _____

FIRST AMENDMENT TO
AFFORDABLE HOUSING HOME CHDO SET ASIDE LOAN AGREEMENT

THIS FIRST AMENDMENT TO AFFORDABLE HOUSING HOME CHDO SET ASIDE LOAN AGREEMENT (“First Amendment”) is entered into as of the 7th of February, 2017, between the City of Oxnard, a municipal corporation (“City”) and Habitat for Humanity Ventura County, a California non-profit public benefit corporation that helps very low and low income persons develop and own housing (hereinafter referred to as “Developer”), with respect to the following:

RECITALS

A. City and Developer previously entered into that certain Affordable Housing HOME CHDO Set Aside Loan Agreement, Agreement No. A-7899.

B. The Execution date of the Affordable Housing HOME CHDO Set Aside Loan Agreement is amended to reflect September 29, 2016.

C. HUD has established and Developer and City agree that the end date of the Project is September 2018. The Failure to Complete Project section is hereby revised to include that, an up to a one year extension (on or before September 30, 2019) may be granted upon expressed written consent by the Department of Housing and Urban development (HUD) LA Field Office and signed by the City’s Mayor or designee, and that the Developer will retain all rights to the previously granted land if this extended deadline is met, and thus City and Developer wish to amend the Agreement for HOME Program Participation to properly reflect that information.

D. The Enforced Delay, Extension of Times of Performance section is hereby revised to include, that, an expressed written approval must be granted by the Department of Housing and Urban Development (HUD) LA Field Office and signed by City’s Housing Director, to Developer, thus City and Developer wish to amend the Affordable Housing HOME CHDO Set Aside Loan Agreement to properly reflect that information.

NOW THEREFORE, in consideration of the foregoing recitals, which the parties hereto agree are true and correct, and the mutual covenants and agreements herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

Section 1. Section 1.d.i.(2) of the Affordable Housing HOME CHDO Set Aside Loan Agreement is hereby amended to read as follows:

“1.d.i.2 Construction will have begun within twelve months of the execution of this Agreement, and that certain HOME Participation Agreement for this Project, effective date September 29, 2016.”

Section 3. Section 1.d.ii of the Affordable Housing HOME CHDO Set Aside Loan Agreement is hereby amended to read as follows:

“1.d.ii Failure to Complete Project. If the Project is not complete, as evidenced by certificates of occupancy for the units, on or before September 30, 2018, Developer shall be in default hereunder and shall, upon demand by City, reconvey the Property together with all improvements thereon to City, provided, however, that the period for completion of the Project date may be extended for a period not to exceed one (1) year (September 30, 2019) by expressed written consent by the Department of Housing and Urban Development (HUD) LA Field Office and signed by City’s Housing Director in accordance with the City’s procurement policies and procedures.

However, if the Project is not complete, as evidenced by certificates of occupancy for the units by September 30, 2018, and HUD does not grant an extension in writing, Developer will retain ownership of the land for an additional 12 months to complete the project through non-HUD sources, provided though that construction of the housing units is already underway at that time. Under this contingency provision, if the project is not completed within 12 months of September 30, 2018, the Developer shall be in default hereunder, and shall, upon demand by City, reconvey the Property together with all improvements thereon to City.”

Section 4. Section 14 of the Affordable Housing HOME CHDO Set Aside Loan Agreement is hereby amended to read as follows:

“14. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by any of the parties hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of public enemy, terrorist attacks, epidemics, quarantine restrictions, fright embargos, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts or omissions of another party, acts or failures to act of any public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay, shall commence to run from the time of the commencement of the cause, and shall not exceed one year or September 30, 2019, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause and an expressed written approval

has been granted by the Department of Housing and Urban Development (HUD) LA Field Office and signed by City's Housing Director, to Developer."

**[SIGNATURE PAGE TO FIRST AMENDMENT OF
AFFORDABLE HOUSING HOME CHDO SET ASIDE LOAN AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

CITY OF OXNARD, a municipal corporation

HABITAT FOR HUMANITY VENTURA COUNTY, a California non-profit public benefit corporation

Tim Flynn, Mayor

Steven Dwyer, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date: _____

APPROVED AS TO CONTENT:

Arturo Casillas, Housing Director

Date: _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: February 7, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Approval of Minutes: December 13, 2016 Regular Meeting

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, 385-7805

RECOMMENDATION:

Approve the Minutes of the City Council Regular Meeting of December 13, 2016.

STRATEGIC PRIORITIES

This agenda item is a routine operational item that does not directly relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

None.

ATTACHMENTS:

Minutes 12.13.16 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 December 13, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:37 p.m., the regular meeting of the Oxnard City Council was called to order in the Council Chambers. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Ruth Osuna, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Comments were received from Steve Nash (regarding the “Moving Oxnard Forward” group).

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Mayor Flynn announced that the Council would recess to Closed Session, at the request of the City Attorney, regarding the following matter:

(Government Code section 54956.9 (d)(1))

Name of case: City of Oxnard; et al. v. Aaron Starr

Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA

At 4:41 p.m., the City Council recessed to Closed Session. Open session resumed at 6:11 p.m. There was no announcement following closed session.

D. OPENING CEREMONIES

The City Clerk called the roll. The flag salute was followed by a moment of silence.

Additional staff members present were Darwin Base, Fire Chief; Keith Brooks, Information Technology Director; Arturo Casillas, Housing Director; Ashley Golden, Development Services Director; Ingrid Hardy, Cultural and Community Services Director; Steve Janice, Human Resources Director; Daniel Rydberg, Public Works Director; James Throop, Chief Financial Officer; Scott Whitney, Chief of Police; Karl Lawson, Housing Compliance Services Manager; Kathleen Mallory, Planning Division Manager; Jeff Pengilley, Deputy Building Official; Kenneth Rozell, Assistant City Attorney; and Chris Williamson, Principal Planner.

E. CEREMONIAL CALENDAR

1. SUBJECT: A Visitor from the North Pole.

Santa Claus, Mrs. Claus, and some elves greeted the City Council and audience members, and announced the upcoming Santa float tours and other holiday events.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Daniel Chavez, Jr. (accountability); Daniel Mitchell (Sycamore Senior Village); Aaron Starr (judge's stay of Measure M); Alicia Percell (judge's stay of Measure M); Larry Stein (public records request); and Dan Pinedo (City Council dialog).

G. REPORT OF CITY MANAGER

The City Manager announced a special meeting on December 19, 2016 on Downtown Revitalization. He commented on the judge's ruling to grant a stay of Measure M, and the resulting and potential impacts on the City's financial position and wastewater facilities.

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

Councilmember Madrigal commented on the "Dressember" movement to raise awareness for human trafficking.

Mayor Pro Tem Ramirez reported on visiting the Winter Warming Shelter and discussed the financial need in order to keep the shelter open for the full season. She also attended retirement ceremonies for Ventura City Councilmember Carl Morehouse and Ventura County Supervisor Kathy Long.

Councilman MacDonald reported on attending the Santa to the Sea half-marathon. He announced that Christmas Tree Lane is open on "F" and "G" Streets and urged drivers to be careful.

Councilmember Perello announced upcoming meetings of the Fiscal Policy Task Force and Cultural Arts Commission. He attended a recent meeting of the Library Board. He urged anyone with information on a recent homicide on Vineyard Avenue to contact police.

Mayor Flynn announced the Citizen Advisory Groups' application period.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 and K-2a were pulled for discussion.

Regarding K-2a: Councilmember Perello inquired about the additional hours provided by the contract amendment (the Public Works Director responded).

Regarding K-1: Mayor Flynn commented that the Ordinance brings the city's code into alignment with state code and clarified when the rules take effect (the City Attorney responded). Discussion ensued among Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Comments were received from Daniel Chavez Jr. and Harold Ceja. Discussion ensued among Council and staff.

K. INFORMATION/CONSENT AGENDACity Attorney Department

1. SUBJECT: Adoption of Marijuana Code Amendment.
RECOMMENDATION: That City Council adopt **Ordinance No. 2911** amending Section 7-282 of the City Code to provide that indoor marijuana cultivation in compliance with state law is not prohibited.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described below:

Affiliated Communications, LLC. (dba Alert Communications) for backup support for Environmental Resources Call Center (\$70,000).

Quinn Company for the purchase of four diesel generators for Fire Stations 1, 2, 3 and 5 (\$161,027).

Development Services Department

3. SUBJECT: First Amendment to Jan-Pro Trade Services Agreement, and Special Budget Appropriation for Oxnard Transit Center.
RECOMMENDATION: That City Council:
 1. Approve and authorize the Mayor to execute the First Amendment to the Agreement with Jan-Pro Cleaning Systems – Central Coast, to extend the expiration date to December 15, 2017, and increase the amount of the contract to \$12,810 per month for janitorial services for the Oxnard Transit Center (OTC) at 201 East Fourth Street (Agreement No. A-7846).
 2. Approve a special budget appropriation to increase the budget for the Oxnard Transit Center operations by \$45,700 from the Transportation Development Act (Fund 213) Article 8c fund balance.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello and Ramirez voted in favor; the motion carried 5-0.

L. PUBLIC HEARINGDevelopment Services Department

1. SUBJECT: Planning and Zoning Permit No. 16-620-03 (General Plan Amendment, Citywide): Clarifying Procedures of Implementation of Urban Villages Within the City of Oxnard.

RECOMMENDATION: That the City Council adopt **Resolution No. 14,981** approving General Plan Amendment Permit No. 16-620-03 to require a specific plan to be prepared in advance of implementing an Urban Village in a specific authorized location.

The City Clerk presented the affidavit of publication and reported that one written communication had been received.

The Planning Division Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lorraine Effress (in favor), Diane Delaney (in favor), Rene Aiu (in favor), Judy Dugan (in favor), Steve Kinney (against), Nancy Lindholm (against), Tom Tellefsen (against), Lyn Krieger (against), Randy Short (against), Jackie Pinson (in favor), and Barbara Macri-Ortiz (in favor). Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, moved to close the public testimony portion of the public hearing; the Council approved unanimously.

Discussion ensued among Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve staff's recommendation as presented. Further discussion ensued among the Council and staff. VOTE: Flynn, MacDonald, Madrigal, Perello and Ramirez voted in favor; the motion carried 5-0.

2. SUBJECT: General Plan Amendment PZ No. 15-620-04 to Adopt 2013-2021 Housing Element and Four Implementing Zone Text Amendments PZ Nos. 16-580-02/-03/-04/-05.

RECOMMENDATION: That the City Council:

Approve Addendum No. 4 to the 2030 General Plan Program Environmental Impact Report that documents that the proposed General Plan Amendment and three Zoning Code Amendments comply with the California Environmental Quality Act.

Approve **Resolution No. 14,982** adopting and amending the 2030 General Plan Goals and Policies, Chapter 8, 2013-2021 Housing Element, with the changes identified, and subsequently forward the document to the California Department of Housing and Community Development (HCD) for certification (PZ 15-620-04).

Introduce three ordinances to revise and reorganize Municipal Code, Division 7, regarding Density Bonus (PZ No. 16-580-02), and All-Affordable Housing Opportunity Program (PZ No. 16-580-03) and amend Municipal Code Section 16-465, Accessory Dwelling Units (PZ No. 16-580-05).

Direct staff to finalize with noted corrections, incorporate the 2013-2021 Housing Element into the 2030 General Plan as Chapter 8 of the Goals and Policies document, incorporate zone code text amendments into the Municipal Code after the second reading, and forward the 2013-2021 Housing Element to the Department of Housing and Community Development (HCD) for certification.

The City Clerk presented the affidavit of publication and reported that four written communications had been received.

The Planning Division Manager and Principal Planner gave a report. Discussion ensued among the Council and staff.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were

received from Barbara Macri-Ortiz (against), Eileen Tracy (against), Steve Nash, Gail Weller Brown (against), Daniel Chavez Jr., Lorenzo Castillo, Sal Gonzalez, and Pat Brown. Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, moved to close the public testimony portion of the public hearing; the Council approved unanimously.

Further discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello and Ramirez voted in favor; the motion carried 5-0.

(As it was nearing 10:00 p.m., the City Council voted unanimously to allow for all remaining items on the agenda to be heard.)

3. SUBJECT: General Plan Amendment 16-620-02 for SB244 Infrastructure Study of Nyeland Acres.

RECOMMENDATION: That the City Council adopt **Resolution No. 14,983** approving an amendment to the Chapter 3 (Community Development) and Chapter 9 (Implementation) of the 2030 Goals and Policies document of the 2030 General Plan.

The City Clerk presented the affidavit of publication and reported that no written communications had been received.

The Planning Division Manager gave a presentation.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Daniel Chavez Jr. Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, moved to close the public testimony portion of the public hearing; the Council approved unanimously.

Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello and Ramirez voted in favor; the motion carried 5-0.

4. SUBJECT: Ordinance Regarding Building Regulations.

RECOMMENDATION: That City Council approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

The City Clerk presented the affidavit of publication and reported that no written communications had been received.

The Deputy Building Official gave a report. Mayor Flynn opened the public testimony portion of the public hearing. No members of the public requested to speak. Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, moved to close the public testimony portion of the public hearing; the Council approved unanimously.

Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello and Ramirez voted in favor; the motion carried 5-0.

R. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:26 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: February 7, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list:

- A. NBS Government Finance Group (A-7950) to provide consulting support for the landscape maintenance districts (\$166,700).
- B. Gallagher Benefit Services (7674-16-HR) for a city-wide classification and compensation study (\$230,000).
- C. Toshiba Business Solutions (5173-10-FN) for lease of photocopy equipment (\$61,875).
- D. New Image 2000 Car Wash (6386-13-PO) for police vehicle car washing (\$45,000).
- E. AllStar Fire for the purchase of 24 turnout pants and 24 turnout jackets equipment required for firefighter safety (\$63,185).
- F. BMW Motorcycle of Burbank for the purchase of two BMW motorcycles for the Police Department (\$56,719).
- G. Wastequip for the purchase of 2 cubic yard and 4 cubic yard front-end loader refuse containers (\$114,000).

A complete explanation of the agreement and funding sources are attached.

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures

Agreements for City Council Review
February 7, 2017
Page 2

reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

Attachment A: City Manager Contract List for February 7, 2017

City Manager Contract List for 02/07/2017

Contracts from \$25,000 to \$250,000

I.3.a

A Agreement to provide consulting services to the Landscape Maintenance Districts

Vendor: NBS Government Finance
Type: Original Agreement
Agreement No.: A-7950
Amendment No.: N/A
Purchase Order No.:
Begin Date: 02/07/2017
End Date: 06/30/2018
Term: 17 months

Amount to be Approved: \$166,700
Current FY Amount: \$129,800
Total Contract Amount: \$166,700
Funding Source: General Fund and Assessment District Funds
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Sandra Burkhart
Department: Finance
Telephone: 805-385-7578
Email: sandra.burkhart@oxnard.org

Purpose: Staff is requesting authorization to enter into a Professional Services Agreement with NBS (A-7950) in the amount of \$166,700 as follows: 1) Additional staff support for database development, budget preparation, assessment computation and rate analysis, initial engineer's report preparation, noticing and resolution coordination, levy submittal and final engineer's report preparation. Total Cost: \$46,900 to be paid by Assessment Districts from current Fiscal Year funds; 2) Completion of several special assignments including removal of the exterior improvements, maintenance contract bidding, and staffing allocations. Total Cost: \$82,900 to be paid by the General Fund from the current Fiscal Year; and 3) There is a small on-call, hourly amount built into the contract for ongoing administrative support through June 30, 2018. Total Cost: \$36,900 to be paid by the Assessment Districts out of the Fiscal Year 2017-18 budget, if utilized.

B Complete a City-wide classification and compensation study

Vendor: Gallagher Benefit Services, Inc.
Type: Original Agreement
Agreement No.: 7674-16-HR
Amendment No.: N/A
Purchase Order No.:
Begin Date: 02/07/2017
End Date: 02/07/2018
Term: 1 year

Amount to be Approved: \$230,000
Current FY Amount: \$135,000
Total Contract Amount: \$230,000
Funding Source: General and Enterprise Funds
Vendor Selection Process: Request for Proposals (RFP)
of Bids/Proposals/Quotes: 5
Project Manager: Steve Janice
Department: Human Resources
Telephone: 385-7947
Email: steve.janice@oxnard.org

Purpose: Staff is requesting authorization to enter into an Agreement with Gallagher Benefits Services, Inc. (7674-16-HR) in an amount not to exceed \$230,000 through February 8, 2018 for a City-wide classification and compensation study. One of the adopted 128 recommendations from the Organizational Assessment Audit was the completion of a study of the City's classification and compensation system.

The City sent out a request for proposals and received 5 bids which ranged in cost from \$190,000 to \$310,000. Of the five, three were interviewed including the bidder with the lowest cost. References were then conducted on the three bidders and ultimately Gallagher was selected to perform the project. This project is split into four distinct phases with deliverables required in each phase prior to payment being made to the vendor. Once complete a final report will be made to Council.

City Manager Contract List for 02/07/2017

Contracts from \$25,000 to \$250,000

I.3.a

C Third Amendment to Agreement - Lease of Photocopy Equipment

Vendor: Toshiba Business Solutions
Type: Amendment
Agreement No.: 5173-10-FN
Amendment No.: 3
Purchase Order No.:
Begin Date: 11/04/2016
End Date: 02/04/2018
Term: 15 months

Amount to be Approved: \$61,875
Current FY Amount: \$33,000
Total Contract Amount: \$388,875
Funding Source: Various funds
Vendor Selection Process: Request for Proposals (RFP)
of Bids/Proposals/Quotes: N/A
Project Manager: Mike More
Department: Finance - Purchasing
Telephone: 385-7480
Email: mike.more@oxnard.org

Purpose: Staff is requesting authorization to extend into a Third Amendment with Toshiba Business Solutions (5173-10-FN) in the amount of \$61,875 through February 4, 2018 for lease of photocopy equipment. The City currently has three lease schedules with overlapping expiration dates.

In 2010, the City solicited bids to replace copiers throughout the City, and received a total of 9 bids. Toshiba Business Solutions was selected based upon the technical specifications of the equipment, current operating systems, and total cost.

The extension of the lease agreement will: (1) create one final expiration for all of the three lease schedules; and (2) allow time for staff to rebid the entire agreement, resulting in enhanced efficiency and economies of scale.

City Manager Contract List for 02/07/2017

Contracts from \$25,000 to \$250,000

I.3.a

D First Amendment with New Image 2000 Car Wash for police vehicle car washing

Vendor: New Image 2000 Car Wash
Type: Amendment
Agreement No.: 6454-13-PO
Amendment No.: 1
Purchase Order No.:
Begin Date: 12/15/2016
End Date: 12/15/2017
Term: 1 year

Amount to be Approved: \$45,000
Current FY Amount: \$15,000
Total Contract Amount: \$180,000
Funding Source: General Fund
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: N/A
Project Manager: Randy Latimer
Department: Police
Telephone: 385-7619
Email: randy.latimer@oxnardpd.org

Purpose: Staff is requesting authorization to enter into a First Amendment with New Image 2000 Car Wash (6454-13-PO) in the amount of \$45,000 through December 31, 2017 for police vehicle car washing.

On December 15, 2013, the Police Department entered into an Agreement with New Image 2000 Car Wash through a Request for Bid (RFB) process. During that RFB process two local vendors submitted bids. New Image 2000 Car Wash presented the most comprehensive and detailed proposal, among other bids, which included the most competitive pricing model. The Agreement was for three (3) years with a termination date of December 15, 2016. Since the start of the Agreement, New Image 2000 Car Wash has delivered exceptional services and has complied with all requirement of the current agreement. In addition, New Image 2000 Car Wash's fee schedule has not been adjusted, thus, maintaining the same fee schedule presented during the 2013 winning bid.

E Purchase 24 sets of turnouts (pants/jackets)

Vendor: AllStar Fire
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6151
Begin Date:
End Date:
Term:

Amount to be Approved: \$63,185
Current FY Amount: \$63,185
Total Contract Amount: \$63,185
Funding Source: Measure O and General Fund
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 3
Project Manager: Darwin Base
Department: Fire
Telephone: 805-385-7708
Email: darwin.base@oxnard.org

Purpose: Staff is requesting authorization to purchase 24 turnout pants and 24 turnout jackets, required equipment for firefighter safety. Pursuant the City's Purchasing Policies, three informal bids were obtained for the turnouts. Three vendors provided bids. AllStar Fire Equipment was selected as the lowest responsible bidder.

City Manager Contract List for 02/07/2017

Contracts from \$25,000 to \$250,000

I.3.a

F Purchase Two (2) BMW Motorcycles for the Police Department

Vendor: BMW Motorcycles of Burbank
Type: Purchase Order
Agreement No.:
Amendment No.: N/A

Purchase Order No.: 6142
Begin Date:
End Date:
Term:

Amount to be Approved: \$56,719
Current FY Amount: \$56,719
Total Contract Amount: \$56,719
Funding Source: Office of Traffic Safety (OTS) Traffic Enforcement FY 2017

Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 3
Project Manager: Joseph Rodriguez
Department: Public Works/Fleet Services Division
Telephone: 385-8011
Email: Joseph.Rodriguez@oxnard.org

Purpose: Staff is requesting authorization to purchase of two (2) 2016 BMW R1200-RT-P motorcycles for the Police Department whose Traffic Unit was recently awarded a grant from the California Office of Traffic Safety to address traffic safety citywide. One goal of the grant is to reduce the number of alcohol-related fatal and injury collisions by conducting numerous DUI enforcement and general traffic safety operations.

Pursuant to the City's purchasing policies, five bids were solicited and three bids were received, of which BMW Motorcycles of Burbank is the lowest bidder.

G 2 Cubic Yard and 4 Cubic Yard Front-End Loader Refuse Containers

Vendor: Wastequip
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6148
Begin Date: 02/01/2017
End Date: 01/31/2018
Term: 1 year

Amount to be Approved: \$114,000
Current FY Amount: \$114,000
Total Contract Amount: \$114,000
Funding Source: Environmental Resources Enterprise Fund 631
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: 2
Project Manager: Todd Vasquez-Housley
Department: Public Works - Environmental Resources Division
Telephone: 805-385-7957
Email: toddvhousley@oxnard.org

Purpose: Staff is requesting authorization to purchase 65 two-cubic yard and 95 four-cubic yard metal refuse containers for commercial refuse and recycling services for ongoing replacement of inoperable containers.

On November 17, 2016, the Public Works Department's Environmental Resources Division and Finance Department's Purchasing Division solicited bids for metal refuse containers. The bid notice was published in the Vida Newspaper on December 1, 2016. Additionally, the bid document was posted on the City's website for vendors to access and view through the bid period, which ended on December 14, 2016.

Among the six vendors who received the bid document, the City received two bids. Wastequip provided the lowest bid for commercial containers.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: February 7, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Direct

SUBJECT: Agreements for On-Call Permit Processing

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

That City Council approve and authorize the City Manager to execute agreements with Rincon Consultants, Inc. in an amount not to exceed \$250,000 (Agreement Number 7690-16-DS) and with Stantec in an amount not to exceed \$75,000 (Agreement Number 7729-16-DS) for on-call permit processing and planning services.

BACKGROUND

The Planning division has historically retained at least two consultants for on-call permit processing and planning services. The on call agreement with Rincon Consultants, Inc. (Rincon) is set to expire in March 2017 and the other contract with Planning and Energy/Entitlement Services was terminated when the consultant accepted a full time position with the City. The City issued a Request for Qualifications (RFQ) in August 2016 for on-call permit processing and planning services. Four firms responded, including Rincon and Stantec.

Rincon was selected based on their previous work with the City as well as their breadth and diversity in available staff. Stantec was selected due to the recent addition of qualified contract planning staff with municipal experience. To ensure the adequacy of contract planning services and that contract staff are available in the event a firm has a conflict of interest, planning staff is seeking to retain two firms for on-call permit processing and planning services. The agreement

with Rincon is for a two year and five month period and not to exceed amount of \$250,000. The agreement with Stantec is also for a two year and five month period and not to exceed amount of \$75,000.

The Planning Division continues to experience a significant number of development planning permits, with many permits having very aggressive processing timelines. Additionally, a number of complex projects such as Short Term Vacation Rentals, the Local Coastal Plan Update, Housing Element, and Puente Power Plant have resulted in the ongoing need to utilize contract planning staff. Rincon and Stantec have the ability to process planning permits that are above and beyond the typical workload of Planning Division staff. In addition, where planning and environmental support in other city departments is requested, Rincon and Stantec will be able to provide these services. Rincon will continue to be utilized to work on complex projects such as the Puente Power Plant, Housing Element, and other special projects.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

FINANCIAL IMPACT

The cost of the two agreements is not to exceed \$325,000 over a two year, five month period, and will be funded by a combination of the General Fund, developer deposits, and the General Fund Maintenance fee. The FY16-17 Adopted Budget included General Fund Planning Professional Contract Operating budget of \$219,916 to cover part of the on-call permit and planning services. Additionally, General Fund Maintenance Fees were appropriated to Local Coastal Plan Update (Project 14IN01) and Housing Element (Project 14IN03) to cover costs of these services. Based on services rendered, expenses will be charged to corresponding operating budget or related projects' to cover the costs. Expenses will also be charged to various other funded projects or deposit accounts, with no impact to the general fund.

Agreements for On-Call Permit Processing

February 7, 2017

Page 3

Over the past year, Rincon has assisted with work associated with the Puente Power Plant, SOAR extension, Housing Element update, Local Coastal Plan Update, and a Housing Related Parks grant. These projects are primarily funded through the General Fund and General Fund Maintenance fee, and in some instances, reimbursable via other City departments. Contract planning staff were also utilized to work on development projects which are funded through developer deposits, such as Wagon Wheel/Oxnard Village.

ATTACHMENTS:

Attachment A. Agreement 7690-16-DS Rincon

Attachment B. Agreement 7729-16-DS Stantec

Agreement No. 7690-16-DS

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this ____ day of February, 2017, by and between the City of Oxnard, a municipal corporation ("**City**"), and Rincon Consultants, Inc. ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties.**"

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "**Services**").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Kathleen Mallory ("**Manager**"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Joe Power as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on February 1, 2017, and expire on June 30, 2019.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of

termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$250,000.00 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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 Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement.

Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any negligent acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such negligent acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "**governmental decision**" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Rincon Consultants, Inc., 180 N. Ashwood Avenue, Ventura, CA 93003, Attention: Jasch Janowicz.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Planning Division, 214 South C Street, Oxnard, California 93030, Attention: Kathleen Mallory.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

Agreement No. 7690-16-DS

CITY OF OXNARD

RINCON CONSULTANTS, INC.

 Greg Nyhoff, City Manager

 Joe Power, Vice President

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney 11/24/17

 Laciissa Davis, CFO

APPROVED AS TO CONTENT:

 Ashley Golden, Development Services Director

 Kathleen Mallory, Project Manager

APPROVED AS TO INSURANCE:

 James Throop, Risk Manager

EXHIBIT A SCOPE OF SERVICES

Consultant will perform professional planning and technical administrative consulting services for the City, with primary responsibility to the Planning Division.

Services include:

- a. Processing discretionary and ministerial development projects;
- b. Coordinating permit review with appropriate departments, commissions, consultants, and/or outside agencies;
- c. Functioning as the project manager or staff planner on development projects;
- d. Analyzing and updating City ordinances;
- e. Preparing Environmental analysis, including but not limited to, Initial Studies and Mitigated Negative Declarations; and managing other consultants selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's);
- f. Preparing Planning Commission, City Council, Development Advisory Committee, and Development Design Review reports;
- g. Making presentations before the Planning Commission, City Council, outside agencies and boards, and community groups;
- h. Preparing and managing grants;
- i. Performing planning studies and analysis;
- j. Preparing written records and reports of investigation and violations of zoning codes; providing on-site field verification documenting compliance and coordinating enforcement of zoning ordinances through; ordering the issuance of citations where appropriate;
- k. Reviewing planning architectural plans and civil and construction drawings as part of the building permit process ("plan checking");
- l. Providing quality control;
- m. Maintaining good record keeping;
- n. Performing other services as assigned and directed by the Planning Manager and/or Development Services Director related to other City activities or departments.

EXHIBIT B COMPENSATION RATES

The Rincon Consultants fee schedule illustrates how professionals and support time is charged to projects. Direct costs associated with project labor are billed to the project as described under Reimbursable Expenses.

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$220
Principal I	\$205
Senior Supervisor II	\$185
Supervisor I	\$175
Senior Professional II	\$155
Senior Professional I	\$145
Professional IV	\$130
Professional III	\$115
Professional II	\$100
Professional I	\$89
Environmental Technician/Field Aide	\$78
Senior GIS Specialist	\$125
GIS/CADD Specialist II	\$110
GIS/CADD Specialist I	\$95
Graphic Designer	\$90
Technical Editor	\$100
Clerical/Administrative Assistant II	\$80
Clerical/Administrative Assistant I	\$68

*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$295.

Photocopying and Printing

Photocopies will be charged at a rate of \$0.16/copy for single-sided copies and \$0.32 for double-sided copies. Colored copies will be charged at a rate of \$1.50/copy for single-sided and \$3.00/copy for color, double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Reimbursable Expenses are costs associated with completing a project that are not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Transportation fees; company-owned vehicles will be billed \$85/day for light-duty vehicles and trucks \$135/day for 4-WD/off road vehicles, plus \$0.65/mile for mileage over 50. Mileage rate of \$0.65/mile applies to all miles incurred in employee-owned vehicles.

Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources & Multi-Services Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian Survey Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$150
Remote Field Package: (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Construction Monitoring Field Package: (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$95
Standard Field Package (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$50
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$200
Boat (20 ft. Boston Whaler or Similar)	\$300
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: Photo/Video Camera, Dissolved Oxygen Meter, Temp-pH-Conductivity Meter, Tanks, BCD, Regulators, Binoculars, Tapes, Buoys, Floats, etc.	\$50
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Real Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50 person
Hazard Premium (In or Underwater ONLY per/hour)	1.25 X hourly
Level C Health and Safety	\$60 person

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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.

2. Consultant 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-A. 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 commencement of services. 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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No.
300 West Third Street, Suite 302
Oxnard, California 93030

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

6. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**
SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER
POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE
GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS
COVERAGES
LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

- a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001

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

ENDORSEMENT HOLDER
CITY OF OXNARD
Attn: Risk Manager
Reference No.
300 W. Third Street, Suite 302
Oxnard, CA 93030
AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ applies to _____ with an Aggregate of \$ _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS**LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No.
300 W. Third Street, Suite 302
Oxnard, CA 93030

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 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)

I.4.a

1/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768

Legends Environmental Ins. Services
130 Vantis
Suite 250
Aliso Viejo, CA 92656

CONTACT NAME: Elizabeth Leach

PHONE (A/C, No, Ext): (949) 297-5537 52011

FAX (A/C, No):

E-MAIL ADDRESS: Elizabeth.Leach@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Crum & Forster Specialty Insurance Company

44520

A

INSURER B: Trumbull Insurance Company

27120

A4

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Rincon Consultants, Inc.
180 N Ashwood Ave
Ventura, CA 93003

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Transportation Poll. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Contractors Pollution Liability	X	X	EPK114155	09/22/2016	09/22/2018	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 2,500
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Comp/Coll Dad \$1000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	72UUNPT4318	12/17/2016	12/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			EFX106084	09/22/2016	09/22/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.*			EPK114155	09/22/2016	09/22/2018	Per Claim 3,000,000
A	Professional Liab.*			EPK114155	09/22/2016	09/22/2018	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Reference No. 7690-16-DS

*Professional Liability and Transportation Pollution are written on a Claims Made basis. When required by written contract, the General Liability and Pollution Liability Limits are on a Per Project basis while dedicated; the Professional Liability is on a Per Policy basis.

City of Oxnard, its City Council, officers, employees, agents and volunteers are Additional Insureds for General Liability and Auto Liability with respect to work performed for them by the Named Insured as required by written contract, per Blanket Additional Insured endorsement CG20100704, CG20370704 & HA99160312. Liability Coverage is Primary and Non-Contributory as required by written contract, per endorsement CFENV 01 036 10 13 & SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Attn: Risk Manager
Reference No. 7690-16-DS
300 West Third Street, Suite 302
Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Legends Environmental Ins. Services		License # 0E67768	NAMED INSURED Rincon Consultants, Inc. 180 N Ashwood Ave Ventura, CA 93003
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

HA99160312. Blanket Waiver of Subrogation applies to General Liability and Auto Liability as required by written contract, per Endorsement CG 24 04 10 93 & HA99160312. Excess policy follows General Liability, Auto Liability and Employers Liability form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under the Common Provisions, **Section IV – LIMITS OF INSURANCE AND DEDUCTIBLE**, item **3.** is amended by the addition of the following:

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of “your work” for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to “bodily injury” or “property damage” arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of “your work” performed under a written contract with that person(s) or organization(s).
 3. The term “additional insured” is used separately and not collectively, but the inclusion of more than one “additional insured” shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required by Written Contract.	Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Where Required by Written Contract.	Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)

1/11/

I.4.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Pam Ayerle AINS PHONE (A/C, No, Ext): (805) 585-6737 E-MAIL ADDRESS: payerle@tolmanandwiker.com FAX (A/C, No): (805) 585-6837	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003		INSURER(S) AFFORDING COVERAGE INSURER A: Starstone National Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 025496 A	

COVERAGES**CERTIFICATE NUMBER:** 16/17 WC**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ☐					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐	OCCUR ☐ CLAIMS-MADE ☐				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	T10160329	2/1/2016	2/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WC: A Waiver of Subrogation is added in favor of The City of Oxnard, its City Council, officers, employees, agents and volunteers per WC040306. Endorsement applies only as required by current written contract on file.

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard Attn: Risk Management Reference No. 7690-16-DS 300 West Third St, Ste 302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Shore/PAMELA

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 06**
(Ed. 4-84)**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ____*% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization**Job Description**

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	02/01/16	Policy No.	T10160329	Endorsement No.	14
Insured	Rincon Consultants, Inc			Policy Effective Date	02/01/16
Insurance Company	Torus National Insurance Company				

Countersigned By


WC 04 03 06
(Ed. 4-84)

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Agreement No. 7729-16-DS

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this ____ day of February, 2017, by and between the City of Oxnard, a municipal corporation ("**City**"), and Stantec Consulting Services, Inc. ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the "**Services**").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Kathleen Mallory ("**Manager**"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Derek Rapp as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on February 1, 2017, and expire on June 30, 2019.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of

termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$75,000.00 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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 Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement.

Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant'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. Consultant'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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant 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 the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. 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 Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “**governmental decision**” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Stantec Consulting Services, Inc., 1327 Del Norte Avenue, Suite 200, Camarillo, CA 93010, Attention: Derek Rapp.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Planning Division, 214 South C Street, Oxnard, California 93030, Attention: Kathleen Mallory.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be

effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney 11/14/17

STANTEC CONSULTING SERVICES,
INC.

Derek Rapp, Principal

David W. Rundle, Principal

APPROVED AS TO CONTENT:

Ashley Golden, Development Services Director

Kathleen Mallory, Project Manager

APPROVED AS TO INSURANCE:

James Throop, Risk Manager

EXHIBIT A SCOPE OF SERVICES

Consultant will perform professional planning and technical administrative consulting services for the City, with primary responsibility to the Planning Division.

Services include:

- a. Processing discretionary and ministerial development projects;
- b. Coordinating permit review with appropriate departments, commissions, consultants, and/or outside agencies;
- c. Functioning as the project manager or staff planner on development projects;
- d. Analyzing and updating City ordinances;
- e. Preparing Environmental analysis, including but not limited to, Initial Studies and Mitigated Negative Declarations; and managing other consultants selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's);
- f. Preparing Planning Commission, City Council, Development Advisory Committee, and Development Design Review reports;
- g. Making presentations before the Planning Commission, City Council, outside agencies and boards, and community groups;
- h. Preparing and managing grants;
- i. Performing planning studies and analysis;
- j. Preparing written records and reports of investigation and violations of zoning codes; providing on-site field verification documenting compliance and coordinating enforcement of zoning ordinances through; ordering the issuance of citations where appropriate;
- k. Reviewing planning architectural plans and civil and construction drawings as part of the building permit process ("plan checking");
- l. Providing quality control;
- m. Maintaining good record keeping;
- n. Performing other services as assigned and directed by the Planning Manager and/or Development Services Director related to other City activities or departments.

EXHIBIT B COMPENSATION RATES



SCHEDULE OF BILLING RATES – 2017

Billing Level	Hourly Rate	Description												
1	\$60	Entry-level position ☐ Works under the supervision of a senior professional ☐ Recent graduate from an appropriate post-secondary program or equivalent ☐ Generally, less than four years' experience												
2	\$68													
3	\$78	Junior Level position ☐ Independently carries out assignments of limited scope using standard procedures, methods and techniques ☐ Assists senior staff in carrying out more advanced procedures ☐ Completed work is reviewed for feasibility and soundness of judgment ☐ Graduate from an appropriate post-secondary program or equivalent ☐ Generally, one to three years' experience												
4	\$87													
5	\$95													
6	\$105	Fully Qualified Professional Position ☐ Carries out assignments requiring general familiarity within a broad field of the respective profession ☐ Makes decisions by using a combination of standard methods and techniques ☐ Actively participates in planning to ensure the achievement of objectives ☐ Works independently to interpret information and resolve difficulties ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, three to six years' experience												
7	\$113													
8	\$122													
9	\$131	First Level Supervisor or first complete Level of Specialization ☐ Provides applied professional knowledge and initiative in planning and coordinating work programs ☐ Adapts established guidelines as necessary to address unusual issues ☐ Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, five to nine years' experience												
10	\$141													
11	\$152													
12	\$166	Highly Specialized Technical Professional or Supervisor of groups of professionals ☐ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ☐ Participates in short and long range planning to ensure the achievement of objectives ☐ Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures ☐ Reviews and evaluates technical work ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, ten to fifteen years' experience with extensive, broad experience												
13	\$178													
14	\$191													
15	\$201	Senior Level Consultant or Management ☐ Recognized as an authority in a specific field with qualifications of significant value ☐ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ☐ Independently conceives programs and problems for investigation ☐ Participates in discussions to ensure the achievement of program and/or project objectives ☐ Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, more than twelve years' experience with extensive experience												
16	\$221													
17	\$257													
18	\$300	Senior Level Management under review by Vice President or higher ☐ Recognized as an authority in a specific field with qualifications of significant value ☐ Responsible for long range planning within a specific area of practice or region ☐ Makes decisions which are far reaching and limited only by objectives and policies of the organization ☐ Plans/approves projects requiring significant human resources or capital investment ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, fifteen years' experience with extensive professional and management experience												
19	\$325													
20	\$361													
21	\$397													
Survey Crews		<table> <tr> <th>Crew Size</th><th>Regular Rate</th><th>Overtime Rate</th></tr> <tr> <td>1-Person</td><td>\$210</td><td>\$250</td></tr> <tr> <td>2-Person</td><td>\$285</td><td>\$370</td></tr> <tr> <td>3-Person</td><td>\$395</td><td>\$520</td></tr> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$210	\$250	2-Person	\$285	\$370	3-Person	\$395	\$520
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$210	\$250												
2-Person	\$285	\$370												
3-Person	\$395	\$520												

T-3 2017 8C2064

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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.

2. Consultant 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-A. 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 commencement of services. 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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No.
300 West Third Street, Suite 302
Oxnard, California 93030

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

6. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$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				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDERCity of Oxnard
Attn: Risk Manager
Reference No.
300 W. Third Street, Suite 302
Oxnard CA 93030**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

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**
SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER
POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

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

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS
LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

- 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.
- 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.
- 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.
- 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.
- 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.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No.
300 W. Third Street, Suite 302
Oxnard, CA 93030

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 _____



CERTIFICATE OF LIABILITY INSURANCE

5/1/2017

DATE (MM/DD/YYYY)
1/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED	STANTEC CONSULTING SERVICES INC. 1415077 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER A: Zurich American Insurance Company	
		INSURER B: Sentry Insurance a Mutual Company	
		INSURER C: American Guarantee and Liab. Ins. Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 14459826** **REVISION NUMBER: XXXXXXXX**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL/CROSS ☒ XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	N	GLO5415704	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B B B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	N	90-17043-08 (AOS) 90-17043-09 (MA) 90-17043-10 (CA)	5/1/2016 5/1/2016 5/1/2016	5/1/2017 5/1/2017 5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	AUC918463702	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	90-17043-06 (AOS) 90-17043-07 (HI) EXCEPT FOR OH ND WA WY	5/1/2016 5/1/2016	5/1/2017 5/1/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PROJECT NAME ON-CALL PERMIT PROCESSING SERVICES. CLIENT PROJECT # AGREEMENT NO. 7729-16-DS. STANTEC PROJECT #2064138900. THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION See Attachments
14459826 CITY OF OXNARD ATTN: RISK MANAGER 300 W. THIRD STREET, SUITE 302, OXNARD CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: GLO5415704
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
 CONTRACTORS - SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ALL ADDITIONAL INSURED(S) OF THE NAMED INSURED AS REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS.

Location(s) Of Covered Operations:

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 10 04 13

Page 1 of 1

Attachment Code : D522032
 Certificate ID : 14459826

POLICY NUMBER: GLO5415704

COMMERCIAL GENERAL LIABILITY

NAMED INSURED: SEE ATTACHED CERTIFICATE

CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ALL ADDITIONAL INSURED OF THE NAMED INSURED AS REQUIRED IN A
WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS

Location And Description of Completed Operations:

ALL LOCATIONS FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S
ACTIVITIES ONLY.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 90-17043-06 (AOS) , 90-17043-07 (HI)
NAMED INSURED: SEE ATTACHED CERTIFICATE

WC 00 03 13
(Ed. 04/84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Schedule

ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO A LOSS

WC 00 03 13
(Ed. 04/84)

POLICY NUMBER: 90-17043-08 (AOS) , 90-17043-09 (MA) , 90-17043-10 (CA)
NAMED INSURED: SEE ATTACHED CERTIFICATE

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT
OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form

A. Section II. Liability A. Coverage 1. Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you are such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section C. Limit of Insurance or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, this insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

CA 80 07 02 06



CERTIFICATE OF LIABILITY INSURANCE

5/1/2017

DATE (MM/DD/YYYY)
1/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER A: Zurich American Insurance Company	
	INSURER B: Sentry Insurance a Mutual Company	
	INSURER C: American Guarantee and Liab. Ins. Co.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 14459826** **REVISION NUMBER: XXXXXXXX**

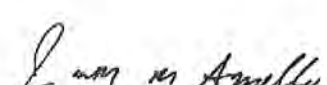
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL/CROSS ☒ XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	N	GLO5415704	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B B B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	N	90-17043-08 (AOS) 90-17043-09 (MA) 90-17043-10 (CA)	5/1/2016 5/1/2016 5/1/2016	5/1/2017 5/1/2017 5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	AUC918463702	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	90-17043-06 (AOS) 90-17043-07 (HI) EXCEPT FOR OH ND WA WY	5/1/2016 5/1/2016	5/1/2017 5/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PROJECT NAME ON-CALL PERMIT PROCESSING SERVICES. CLIENT PROJECT # AGREEMENT NO. 7729-16-DS. STANTEC PROJECT #2064138900. THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY. AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachments

14459826 CITY OF OXNARD ATTN: RISK MANAGER 300 W. THIRD STREET, SUITE 302, OXNARD CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

POLICY NUMBER: GLO5415704
 NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ALL ADDITIONAL INSURED(S) OF THE NAMED INSURED AS REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS.

Location(s) Of Covered Operations:

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 10 04 13

Page 1 of 1

Attachment Code : D522032
 Certificate ID : 14459826

POLICY NUMBER: GLO5415704 **COMMERCIAL GENERAL LIABILITY**
NAMED INSURED: SEE ATTACHED CERTIFICATE **CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
 CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

ALL ADDITIONAL INSURED(S) OF THE NAMED INSURED AS REQUIRED IN A
 WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS

Location And Description of Completed Operations:

ALL LOCATIONS FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S
 ACTIVITIES ONLY.

(Information required to complete this Schedule, if not shown above, will be shown in
 the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the
 person(s) or organization(s) shown in the Schedule, but only with respect to liability for
 "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the
 location designated and described in the Schedule of this endorsement performed for
 that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted
 by law; and
2. If coverage provided to the additional insured is required by a contract or agreement,
 the insurance afforded to such additional insured will not be broader than that which you
 are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is
 added to

Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement,
 the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the
 Declarations.

POLICY NUMBER: 90-17043-06 (AOS) , 90-17043-07 (HI)
NAMED INSURED: SEE ATTACHED CERTIFICATE

WC 00 03 13
(Ed. 04/84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Schedule

ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO A LOSS

WC 00 03 13
(Ed. 04/84)

POLICY NUMBER: 90-17043-08 (AOS) , 90-17043-09 (MA) , 90-17043-10 (CA)
NAMED INSURED: SEE ATTACHED CERTIFICATE

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT
OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form

A. Section II. Liability A. Coverage 1. Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you are such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section C. Limit of Insurance or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, this insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

CA 80 07 02 06



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: February 7, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Antiscalant Purchases for Water and Recycled Water Treatment Facilities

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That the City Council approve and authorize the Mayor to execute an agreement (Agreement No. A-7938) with King Lee Chemical Company d.b.a. King Lee Technologies for the as-needed supply and delivery of antiscalant to water and recycled water treatment in an amount not to exceed \$350,000.

BACKGROUND

The City utilizes three sources of water to serve its customers: groundwater from the City's wells, groundwater delivered by the United Water Conservation District (UWCD), and imported surface water delivered by Calleguas Municipal Water District (CMWD). The City owns and operates a reverse osmosis plant that processes brackish water from groundwater wells into high quality water that is then blended with other groundwater and delivered throughout the water distribution system to homes and businesses. Recycled water treatment consists of membrane filtration and reverse osmosis followed by advanced oxidation and disinfection to remove dissolved organics, minerals, and viruses.

The water and recycled water operation utilizes dendrimer-free antiscalant at the Water Campus Desalter to protect the integrity and prolong the life of the membranes that filter out total

Antiscalant Purchases for Water and Recycled Water Treatment Facilities

February 7, 2017

Page 2

dissolved solids. The antiscalant's primary function is to inhibit membrane plugging and fouling caused by calcium, magnesium, and salts.

On September 27, 2016, the City issued a Request for Bids (RFB) for treatment chemicals purchase for the AWPf, located at 5700 South Perkins Road, and the Water Campus, located at 251 South Hayes Avenue. The City sent the RFB to seven (7) known companies that provide this chemical and also advertised the RFB on the City's website and in the Vida newspaper. The closing date for the RFB was October 25, 2016. The City received two (2) responses; one response from a company declining to bid, and the other response was from King Lee Technologies.

The agreement with King Lee Technologies will provide antiscalant that will enable the City to follow all the requirements of the Safe Drinking Water Act, which requires chemical and physical treatment of the water supply and the water discharged as waste from the treatment plants. Because of the multiple treatment processes (microfiltration, reverse osmosis, and ultra violet disinfection), these chemicals are an essential part of protecting public health as well as protecting filter media and membrane integrity and life. Additionally, King Lee Technologies will perform annual membrane profiles and biopsies and provide a membrane operational index report and conduct onsite advanced membrane operation and maintenance training.

The agreement provides prices for each of the three (3) years of the agreement and based on the estimated quantities of antiscalant needed, the total cost was determined. To accommodate potential operational changes that would require additional chemicals or services, the total agreement amount was increased by 15%. Thus, the approximate costs of the agreement for years one (1) through three (3) are \$110,000; \$116,000; and \$124,000; for a total not to exceed amount of \$350,000 for the three (3) years.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Funds are available in fiscal year 2016-17 for the agreement in the Water Treatment Operation Fund, Account Numbers 601-6001-843-8109 (\$12,618) and 601-6012-843-8104 (\$34,608). The balance of the agreements will be appropriated in fiscal years 2017-18 and 2018-19.

ATTACHMENTS:

Antiscalant Purchases for Water and Recycled Water Treatment Facilities
February 7, 2017
Page 3

Attachment A - Agreement No. A-7938

Agreement No. A-7938

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this _____ day of _____, _____, by and between the City of Oxnard ("City") and King Lee Chemical Company d.b.a. King Lee Technologies ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: 1) supply and delivery of antiscalant to the Water Campus at 251 South Hayes Avenue, Oxnard, CA 93030. 2) supply and delivery of antiscalant to the Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, CA 93033.

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on _____, 20____, and shall end on November 28, 2019. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$350,000 for the Services performed during the term of this Agreement. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May

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

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

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

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

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense

obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in Exhibit INS-I, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-I.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

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

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: King Lee Technologies, Attention: Jessica Boynton, 8949 Kenamar Drive, Building 107, San Diego, CA 92121. Any notices to City may be delivered personally or by mail addressed to: Public Works Administration, 305 West Third Street, Oxnard, CA 93030.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

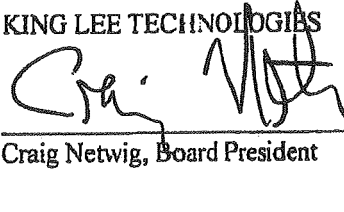
15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to 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.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

CITY OF OXNARD

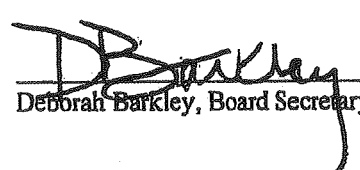
KING LEE TECHNOLOGIES

Tim Flynn, Mayor



Craig Netwig, Board President

ATTEST:

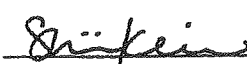


Deborah Barkley, Board Secretary

Daniel Martinez, City Clerk
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



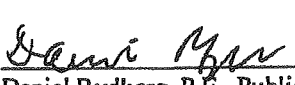
Stephen M. Fischer, City Attorney



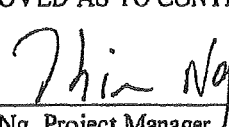
James Throop, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director



Thien Ng, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Exhibit A

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1. Delivery:

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver To:** City of Oxnard Water Campus at 251 South Hayes Avenue, Oxnard, CA 93030 and the City of Oxnard Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard, CA 93033.

2. Quantity:

Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

3. Invoice:

A separate invoice shall be provided for each delivery during contract period.

4. Specification:

Supplier shall bring apparent error or omissions to City's attention.

5. Chemical Specification:

Water Campus located at 251 South Hayes Avenue, Oxnard, CA 93030

Antiscalant: Estimated annual quantity is 3,500 gallons.

The antiscalant must be effective and specially formulated for feed water with the highest levels of metal oxides, silica, and scale-forming minerals. The antiscalant must be effective over a wide range of concentrations, and will not flocculate dissolved polymers such as residual coagulants or iron or aluminum-rich silica. The antiscalant must inhibit the polymerizations of reactive silica, and disperse colloidal (non-reactive) silica.

The antiscalant must be highly effective in retarding polymerizations and precipitation of silica. The antiscalant must control inorganic scales over a large concentration range, especially gypsum. The antiscalant must be certified under ANSI/NSF Standard 60 for drinking water production. The antiscalant must be compatible with RO and NF membranes of all major manufacturers.

The antiscalant must be effective diluted or undiluted and effective in feed waters with a pH range of 5.0 - 10.0. The antiscalant must be particularly efficacious for controlling coagulation of colloidal silica by aluminum, iron, and heavy metal salts. The antiscalant must be fully compatible with feed water constituents such as iron, aluminum, and manganese, and these feed water constituents, if present, will not cause the precipitation of the antiscalant.

The antiscalant shall fully inhibit the precipitation of any sparingly soluble salts and deposition of colloidal material in accordance with the RO feed water constituents and the full range of feed water operating temperatures.

The antiscalant solution shall retain full inhibition and dispersant properties for a period of (1) year from the date of delivery to the City's RO facility. The antiscalant solution must not contain any dendrimer material and must inhibit biological growth in the solution.

RO Cleaning Chemical Specifications

The cleaning chemicals must be highly effective in the removal of scale and foulant on the membrane surface and must include cleaning formulation proven effective for gypsum. The cleaning chemicals must be certified under ANSI/NSF Standard 60 for drinking water production. The cleaning chemicals must be compatible with all major manufacturers of RO and NF membranes and must not void the membrane element warranty when used as recommended.

The cleaning chemical solution shall retain full cleaning properties for a period of (1) year from the date of delivery to the City's RO facility. The cleaning chemical solution must not contain any dendrimer material and must inhibit biological growth in the solution.

Vendor shall supply Standard Operating Procedures for all cleaning chemicals used and if requested by the City, support staff for a Clean in Place procedure.

Guarantee

Vendor will guarantee that use of their product will minimize membrane scaling due to dissolved mineral salts so long as it is applied at the recommended dose with a system recovery of 75-85%, and that Vendor is given the reverse osmosis operating data on a periodic and consistent basis. Should membrane fouling appropriate to dissolved mineral salts when the supporting recommendations have been followed, Vendor will provide reverse osmosis membrane cleaning support at no cost to the City of Oxnard.

When the antiscalant is used in accordance with the Vendor's recommendations without acidification it shall not cause the membrane manufacturer's warranty provisions to be void.

The Vendor must guarantee the minimum purity of the antiscalant and cleaning chemicals. Further, the Vendor shall provide certificates of analysis, verifying the purity of the product, upon each delivery of product to the City's RO facility. At any time, the City may request certificates of analysis, whereby the Vendor shall promptly provide such information within 7 business days.

Annual Autopsy

Vendor will provide one RO membrane autopsy annually if needed at no cost to the City if requested by the City of Oxnard.

Training

Vendor will provide on-site customized training on membrane operation, maintenance, troubleshooting, as well as support to replace membranes on a quarterly or as needed basis at no charge to the City of Oxnard. The training will

encompass all facets of the reverse osmosis system from pretreatment to discharge of the reverse osmosis system concentrated water.

Data Analysis and Monitoring

Vendor will provide support for operating data normalization along with monthly reverse osmosis system performance reports based on a thorough review of system operating data. Vendor will review the RO feedwater chemistry on a quarterly basis or as requested by the City of Oxnard.

Experience and References Required

The Vendor must provide evidence of the successful use of the proposed antiscalant at a minimum of three California, Arizona, Nevada, or New Mexico municipalities with a 7.5 mgd minimum permeate capacity. A qualified reference must demonstrate a continuous successful operation using the Vendor's antiscalant and feed water chemistry similar to that of the City of Oxnard facility for a period of four years minimum.

Advanced Water Purification Facility located at 5700 South Perkins Road, Oxnard, CA 93033.

Antiscalant: Estimated annual quantity is 9,600 gallons.

Product must meet ANSI/NSF Standard 60 for production of drinking water with RO. Antiscalant shall control all scale, reactive silica, iron, and aluminum without acidification. Antiscalant shall contain no polymers or other components that may deposit on the membrane surface. Recovery range is 75% to 85%. Delivery by mini-bulk tank.

The antiscalant must be effective and specially formulated for feed water with the highest levels of metal oxides, silica and scale-forming minerals. The antiscalant must be effective over a wide range of concentrations, and will not flocculate dissolved polymers such as residual coagulants or iron or aluminum-rich silica. The antiscalant must inhibit the polymerizations of reactive silica, and disperses colloidal (non-reactive) silica.

The antiscalant must be highly effective in retarding polymerizations and precipitation of silica. The antiscalant must control inorganic scales over a large concentration range. The antiscalant must be certified under ANSI/NSF Standard 60 for drinking water production. The antiscalant must be compatible with all major manufacturers of RO, NF, and UF membranes. The antiscalant must not flocculate dissolved iron/aluminum oxide/silicate complexes.

The antiscalant must be effective diluted or undiluted and effective in feed waters with a pH range of 5.0 - 10.0. The antiscalant must be particularly efficacious for controlling coagulation of colloidal silica by aluminum, iron, and heavy metal salts. The antiscalant must be fully compatible with feed water constituents such

as iron, aluminum, and manganese, and these feed water constituents, if present, will not cause the precipitation of the antiscalant.

The antiscalant shall fully inhibit the precipitation of any sparingly soluble salts and deposition of colloidal material in accordance with the RO feed water constituents and the full range of feed water operating temperatures.

The antiscalant solution shall retain full inhibition and dispersant properties for a period of (1) year from the date of delivery to the City's RO facility. The antiscalant solution shall not contain any dendrimer material and not support biological growth in the solution.

Should the antiscalant result in deterioration of the membrane elements or fail to prevent precipitation of sparingly soluble salts as described, the City reserves the right to terminate the supply contract in addition to other remedies that may be specified.

Training

Vendor will provide an experienced field engineer to conduct on-site customized training on a quarterly and as needed basis at no charge to the City of Oxnard. Training shall include, but is not limited to, the normalization program and dosage adjustment. The Treatment will encompass all facets of the reverse osmosis system from pretreatment to discharge of the reverse osmosis system concentrated water.

Monitoring

Vendor shall provide a normalization program to the City. Vendor shall provide normalization program installation and training services. Vendor will monitor and normalize system operating data, and provide the City of Oxnard with a monthly reverse osmosis system status report based on a thorough review of system operating data. Vendor will review the reverse osmosis feed water on a quarterly basis.

Guarantee/Warranty

Vendor shall guarantee and supply warranty that the use of their product will prevent membrane scaling due to dissolved salts so long as the product is applied at the recommended dose with a system recovery of 80%. Should membrane fouling occur due to dissolved mineral salts when recommendations have been followed, vendor shall provide reverse osmosis membrane cleaners and cleaning supervision at no cost to the City of Oxnard.

When the antiscalant is used in accordance with the Supplier's recommendations, including dose and operation of the reverse osmosis system WITHOUT ACIDIFICATION it shall not cause the membrane manufacturer's warranty provisions to be void. Should use of the antiscalant in accordance with the specified recommendations result in deterioration of the membrane element's

performance, the antiscalant Supplier shall clean the membrane elements in a timely manner (not to exceed 30-days, upon confirmation that the deterioration was caused by the antiscalant). If these cleaning efforts do not restore membrane performance, the Supplier will replace the affected membrane elements at no cost to the City of Oxnard in a time not to exceed 30-days.

The Supplier must guarantee the minimum purity of the antiscalant. Further, the Supplier shall provide certificates of analysis, verifying the purity of the product, upon each delivery of product to the City's RO facility. At any time, the City may request certificates of analysis, whereby the Supplier shall promptly provide such information within seven (7) business days.

Annual Autopsy

Vendor shall provide one reverse osmosis membrane autopsy annually and one reverse osmosis membrane replacement at no cost to the City of Oxnard

Experience and References Required

The Supplier must provide evidence of the successful use of the proposed antiscalant at a minimum of three California, Arizona, Nevada, or New Mexico municipalities with a 7.5 mgd minimum permeate capacity. A qualified reference must demonstrate a continuous successful operation using the supplier's antiscalant and feed water chemistry similar to that of the City of Oxnard facility for a period of four years minimum.

Exhibit B
Chemical Description and Price

Chemical	Location	Price Nov. 2016	Price Nov. 2017	Price Nov. 2018
Antiscalant	Water Campus	\$7.210	\$7.680	\$8.180
Antiscalant	Advanced Water Purification Facility	\$7.210	\$7.680	\$8.180

EXHIBIT C**LIVING WAGE POLICY**

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**Living Wage Policy**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016**

16. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2017, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.** In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

Exhibit INS-I

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Vendor 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-I. 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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

4. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

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

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

Exhibit INS-I
Page 2

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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

Exhibit INS-I
Page 3

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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ 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				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard CA 93030		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			

Exhibit INS-I
Page 4

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE							
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YYYY)						
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		CITY AGREEMENTS/PERMITS								
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS								
COVERAGES		Claims Made Retroactive Date _____ Occurrence <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>			LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$										
EACH OCCURRENCE	AGGREGATE									
☒ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE _____ _____		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, Insurance company agrees as follows:										
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or - If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.										
ENDORSEMENT HOLDER										
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		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 _____								

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KGM

DATE (MM/DD/YYYY)

10/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliance Mgt. & Insurance Serv 355 Via Vera Cruz #7 CA Agent/Broker Lic# 0737966 San Marcos, CA 92078 Sean G Nowell		CONTACT NAME: Sean G Nowell PHONE (A/C, No, Ext): 760-471-7116 FAX (A/C, No): 760-471-9378 E-MAIL ADDRESS: snowell@amiscorp.com PRODUCER CUSTOMER ID #: KINGL-1	
INSURED King Lee Chemical Company dba: King Lee Technologies 8949 Kenamar Drive, Bldg #107 San Diego, CA 92121		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co NAIC # 19682 <i>AK</i> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY	☒	72CESOA9794	10/23/2016	10/23/2017	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ EXCL
						PERSONAL & AD' INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					\$
	AUTOMOBILE LIABILITY	☒				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	☐ HIRED AUTOS					\$
	☐ NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	☐ DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A			WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 CLEAN REVERSE OSMOSIS MEMBRANES & SUPPLY CLEANERS, ANTISCALANTS

CERTIFICATE HOLDER

CANCELLATION

CITY OF OXNARD
 RISK MGR REF#4758-09-PW
 300 W THIRD ST SUITE 302
 OXNARD, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 72 CES OA9794



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION III

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
City of Oxnard, its City Council, officers, employees and volunteers Attn: Risk Manager Reference Number: 4758-09-PW 300 West Third Street, Suite 302 Oxnard, CA 93030	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., Any Other Party, under the Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II – Who Is An Insured is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e., but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

- (3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
 - (a) During the policy period; and
 - (b) Subsequent to the execution of such written contract or written agreement; and

- (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance Condition of Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

KINGLE1

OP ID: C1

I.5.a

REVISED
12/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wateridge Insurance Services 10717 Sorrento Valley Rd. San Diego, CA 92121 Jeffrey H. Byroads	CONTACT NAME: Karen Gainey		
	PHONE (A/C, No, Ext): 858-200-3084	FAX (A/C, No): 858-200-3085	
	E-MAIL ADDRESS: kgainey@wateridge.com		
INSURED King Lee Chemical Company, Inc P. O. Box 146 Del Mar, CA 92014	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Fire & Casualty Ins.		24066 A
	INSURER B: Everest National Insurance Co		10120 AL
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BAA56796715	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	X 7600002963151	07/22/2016	07/22/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: A-7938 FOR ANTISCALANT -
WORKERS COMPENSATION WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF OXNARD ATTN: RISK MANAGER 300 WEST THIRD ST, STE. 302 OXNARD, CA 93030	CITY OF OXNARD
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE**PERSON OR ORGANIZATION****JOB DESCRIPTION**

CITY OF OXNARD JEANINE HUTTON
305 WEST THIRD ST.,
GASTWING, 3RD FLOOR
OXNARD CA 93030

ANTISCALANT DELIVERY AND SALES
CALLS JOB # A-7938 FOR ANTISCALANT
CITY OF OXNARD, CA / SALES CALLS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-06-16** Policy No. **7600002963161**

Endorsement No. **001**

Insured **KING LEE CHEMICAL COMPANY INC**

Premium \$ **INCL.**

Insurance Company **EVEREST NATIONAL INSURANCE COMPANY**

Countersigned By _____

- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

POLICY NUMBER: BAA56796715

COMMERCIAL AUTO
CA 88 10 01 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:
- (1) is a partnership or joint venture; or
 - (2) is an insured under any other automobile policy; or
 - (3) has exhausted its limit of insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

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Page 1 of 7

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business.

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound. If the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:

- a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
- b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
- c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,

- d. Transfer or rollover balances from previous loans or leases,

- e. Final payment due under a "Balloon Loan",

- f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",

- g. Security deposits not refunded by a lessor,

- h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",

- i. Any amount representing taxes.

- j. Loan or lease termination fees; or

- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. ~~If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or~~
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. Member, if you are a limited liability company;
 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

MEMO



February 7, 2017

TO: City Council

FROM: Ashley Golden, Development Services Director

SUBJECT: Notice of Pending Approval – Parcel Map No. 11-300-02

An application for approval of Parcel Map No.11-300-02 for the properties located at 161 and 165 North Garfield Avenue and 168 and 164 North Grant Avenue, Oxnard, CA 93030 (south of Cooper Road between Grant Avenue and Garfield Avenue) was submitted on February 3, 2017. The application has been reviewed for conformance with conditions of approval and the subdivision map act and the verification of status report has been received by the City Engineer.

In accordance with Ordinance 2910, the City Council will receive notification at its February 7, 2017 City Council meeting that the Development Services Director intends to approve Parcel Map No. 11-300-02 on the 10th day following the City Council meeting which will be on February 17, 2017.

The Development Services Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard Municipal Code.

Please feel free to contact me or Kathleen Mallory at (805) 385-8370 if you have any questions regarding Parcel Map No. 11-300-02.

Attachments:

- A. Verification of Status Report
- B. Aerial of Subject Site

Verification of Status

For Maps and Improvement Plans

Development Services - Engineering



Parcel Map Number 11-300-02

Project Location:

South of Cooper between Grant Ave & Garfield Ave

- ☒ Map requires subdivision improvement agreement.
- ☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Map has been signed.

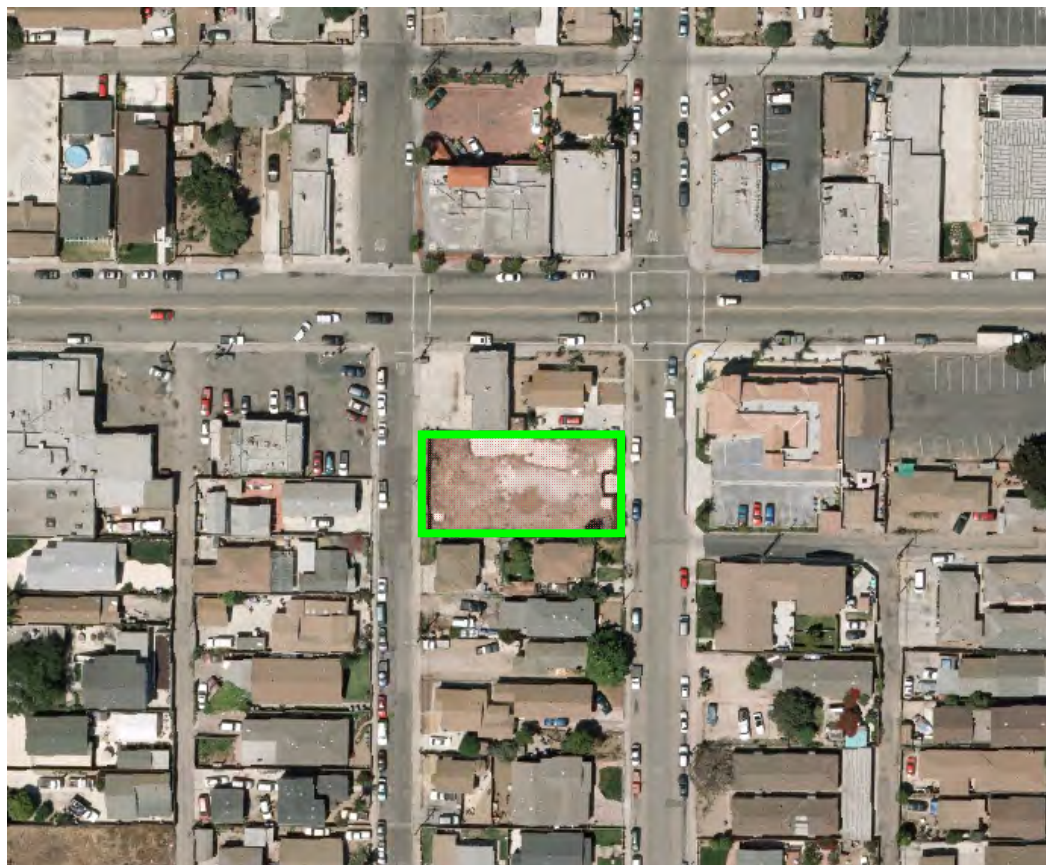
DATE: _____

1.23.17



Paul J. Wendt, City Engineer
Development Services

161 and 165 North Garfield Avenue
168 and 164 North Grant Avenue
PZ 11-300-02 (Parcel Map)





CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: February 7, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Jim Throop
Chief Financial Officer

SUBJECT: Approval of \$178,357 in Assessment Credits for Ineligible Utilities Costs and Administrative Fees Charged to Certain City of Oxnard Maintenance Assessment Districts in Fiscal Year 2015-16 (15/15/10)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That City Council approve:

1. Assessment credits to the twelve (12) Maintenance Assessment Districts for Fiscal Year 2015-16 utility charges in excess of the 5% increase allowed per the Engineer's Report, totaling \$108,729.
2. Assessment credits to the twenty-five (25) Maintenance Assessment Districts that did not receive a subsidy from the General Fund and had an over collection of administrative fees in Fiscal Year 2015-16, totaling \$69,628.
3. A budget appropriation from General Fund Operating Reserve to Transfer Out to Assessment District Account in the amount of \$178,357 to repay the affected Maintenance Assessment Districts for ineligible utility charges and administrative fees.
4. Authorizing the City Manager to take all necessary actions required to implement the assessment credits and repay the Maintenance Assessment Districts for excess utility charges and the over collection of administrative fees.

BACKGROUND

Credit of Utilities Costs and Administrative Fees to MADs in Certain MADs (15/15/10)

February 7, 2017

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On May 20, 2015, the City contracted with NBS Government Finance Group, a firm specializing in the administration of California special financing districts to conduct an in-depth review and analysis of the City's Maintenance Assessment Districts (MADs).

The NBS review found that 29 of the city's maintenance assessment districts' formation documents (the Engineer's Report) contained a provision that limited annual increases to cover water and electricity utility costs to 5% regardless of actual expenses. This impacted a total of thirty (30) districts. As a result, City staff researched the actual charges versus the 5% utility cap allowed for each of the MADs.

The results of the research were that twelve (12) MADs were over assessed beyond the 5% annual utility increase cap for a total of \$69,628 in Fiscal Year 2015-16. Staff recommends that \$69,628 be transferred from the General Fund to the affected MADs which will enure to the benefit of the affected property owners.

Secondly, NBS conducted a study on the City's historical admin fees to the MADs and provided an analysis to City staff.

This study concluded that twenty-five (25) MADs were incorrectly charged administrative fees in the amount of \$108,729 in Fiscal Year 2015-16. Staff is recommending that \$108,729 be transferred from the General Fund to the affected MADs, which will enure to the benefit of the affected property owners.

In the current fiscal year (which began July 1, 2016) all maintenance districts have been charged the correct and appropriate fees. In addition, administrative procedures have been implemented to ensure that the thirty (30) MADs with the 5% utility cap restriction are not being charged beyond what is allowed. Staff plans to explore the possibility of transitioning the landscaping to native drought tolerant plants as part of the City's water conservation efforts. Staff is also considering a pilot program to install smart meters or some other alternative in the affected districts to better control water usage and adjust accordingly.

City staff has taken steps to ensure the administrative fees that are collected in the MADs are being spread to the MADs equity. In addition, staff is reconciling the actual staff charges and only charging the MADs for actual charges incurred.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

The preliminary General Fund ending operating cash balance for FY15-16 was approximately

Credit of Utilities Costs and Administrative Fees to MADs in Certain MADs (15/15/10)

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\$13.1M. To cover the cost of 5% Utility Cap and Administrative Fee Credit of the following districts, a budget appropriation is required from the General Fund Operating Reserves to Transfer-Out Assessment District Account 101-1002-808.87-14 in the amount of \$178,357.

Fund	District	5% Utility Cap Credit	Admin Fee Credit	Total
121	Waterways		\$4,562	\$4,562
148	Harborside		\$2,812	\$2,812
151	HAAS Automation		\$502	\$502
152	Rancho De La Rosa	\$10,898		\$10,898
153	Oak Park		\$796	\$796
154	El Paseo	\$2,488		\$2,488
155	Airport Marina		\$735	\$735
157	Villa Santa Cruz	\$7,397	\$1,876	\$9,273
158	Pacific Breeze		\$475	\$475
159	Aldea Del Mar	\$5,323	\$1,518	\$6,841
160	Promesa/El Sueno	\$32,244	\$10,429	\$42,673
161	DR Horton	\$5,561		\$5,561
162	Cantada		\$4,411	\$4,411
163	Pacific Cove	\$21,281		\$21,281
164	Cantabria		\$5,541	\$5,541
165	Greenbelt		\$2,222	\$2,222
170-8001	American Pacific Homes		\$753	\$753
170-8002	Channel Pointe		\$456	\$456
170-8003	Daily Ranch	\$10,352	\$5,901	\$16,253
170-8004	Sycamore Place		\$2,907	\$2,907
170-8005	Victoria Estates		\$6,358	\$6,358
170-8006	Cameron Ranch		\$807	\$807
170-8007	PV Senior Living	\$227		\$227
170-8008	Pfeiler	\$10,575	\$5,652	\$16,227
170-8009	Wingfield	\$1,757	\$3,478	\$5,235
170-8010	Huff Court	\$626	\$30	\$656
170-8012	Meadow Crest		\$487	\$487
170-8016	Westwind		\$3,321	\$3,321
170-8017	Orbela		\$960	\$960
170-8018	Artisan		\$2,639	\$2,639

Credit of Utilities Costs and Administrative Fees to MADs in Certain MADs (15/15/10)

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	TOTAL OVER	\$108,729	\$69,628	\$178,357
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ATTACHMENTS:

Attachment A - Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Finance
 Project/Program
 Manager: Sandra Burkhart

Date: February 7, 2017
 Phone: 7578

Reason for Appropriation:

To cover ineligible utility charges and administrative fees of affected MADs from General Fund Operating Reserve to Transfer Out to Assessment District Account

Accounts and Descriptions**AMOUNT****Fund: General Fund (101)****Expenditures/Transfers Out****RESERVES AND TRANSFERS (1002)**

101-1002-808.87-14 TRANSFERS - OUT / TSFR TO ASSESSMENT DISTRIC 178,357

Sub-total Expenditures 178,357

Net Change to Fund Balance (178,357)

Fund: WATERWAYS ASSESSMENT DIST (121)**Revenues/Transfers In****MAINTENANCE SERVICES DEPT**

121-3108-711.79-01 OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND 4,562

Sub-total Revenues 4,562

Net Change to Fund Balance 4,562

Fund: LMD #28- HARBORSIDE (148)**Revenues/Transfers In**

148-1001-711.79-01 OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND 2,812

Sub-total Revenues 2,812

Net Change to Fund Balance 2,812

Fund: LMD #30- HAAS AUTOMATION (151)**Revenues/Transfers In**

151-1001-711.79-01 OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND 502

Sub-total Revenues 502

Net Change to Fund Balance 502

Fund: LMD #31-RANCHO DE LA ROSA (152)**Revenues/Transfers In**

152-1001-711.79-01 OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND 10,898

Sub-total Revenues 10,898

Net Change to Fund Balance 10,898

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BA Doc# (Finance Use Only) _____

Rev# _____

REQUIRES CITY COUNCIL AUTHORIZATION

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Fund: LMD #32-OAK PARK (153)**Revenues/Transfers In**

153-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	796
Sub-total Revenues		796

Net Change to Fund Balance	796
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Fund: LMD #33-RIO DEL SOL (154)**Revenues/Transfers In**

154-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	2,488
Sub-total Revenues		2,488

Net Change to Fund Balance	2,488
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Fund: LMD #35-MVS COMMER.CENTR (155)**Revenues/Transfers In**

155-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	735
Sub-total Revenues		735

Net Change to Fund Balance	735
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Fund: LMD #36-VILLA SANTA CRUZ (157)**Revenues/Transfers In**

157-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	9,273
Sub-total Revenues		9,273

Net Change to Fund Balance	9,273
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Fund: LMD #37-PACIFIC BREEZE (158)**Revenues/Transfers In**

158-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	475
Sub-total Revenues		475

Net Change to Fund Balance	475
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Fund: LMD #38-ALDEA DEL MAR (159)**Revenues/Transfers In**

159-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	6,841
Sub-total Revenues		6,841

Net Change to Fund Balance	6,841
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Fund: LMD #39-EL SUENO/PROMESA (160)**Revenues/Transfers In**

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BA Doc# (Finance Use Only) _____

Rev# _____

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160-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	42,673
	Sub-total Revenues	42,673

Net Change to Fund Balance	42,673
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Fund: LMD #39-D.R. HORTON (161)
Revenues/Transfers In

161-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	5,561
	Sub-total Revenues	5,561

Net Change to Fund Balance	5,561
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Fund: LMD #40-CANTADA (162)
Revenues/Transfers In

162-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	4,411
	Sub-total Revenues	4,411

Net Change to Fund Balance	4,411
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Fund: LMD #41-PACIFIC COVE (163)
Revenues/Transfers In

163-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	21,281
	Sub-total Revenues	21,281

Net Change to Fund Balance	21,281
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Fund: (LMD #42-CANTABRIA (164)
Revenues/Transfers In

164-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	5,541
	Sub-total Revenues	5,541

Net Change to Fund Balance	5,541
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Fund: LMD #43-GREENBELT (165)
Revenues/Transfers In

165-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	2,222
	Sub-total Revenues	2,222

Net Change to Fund Balance	2,222
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Fund: LMD #44-AMERICAN PACIFIC HOMES (170-8001)
Revenues/Transfers In

170-8001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	753
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BA Doc# (Finance Use Only) _____

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Sub-total Revenues

753

Net Change to Fund Balance

753

Fund: (LMD #45-CHANNEL POINTE (170-8002)

Revenues/Transfers In

170-8002-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	456
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Sub-total Revenues

456

Net Change to Fund Balance

456

Fund: LMD #46-DAILY RANCH (170-8003)

Revenues/Transfers In

170-8003-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	16,253
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Sub-total Revenues

16,253

Net Change to Fund Balance

16,253

Fund: LMD #47-SYCAMORE PLACE (170-8004)

Revenues/Transfers In

170-8004-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	2,907
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Sub-total Revenues

2,907

Net Change to Fund Balance

2,907

Fund: (LMD #48-VICTORIA ESTATES (170-8005)

Revenues/Transfers In

170-8005-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	6,358
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Sub-total Revenues

6,358

Net Change to Fund Balance

6,358

Fund: LMD #49-CAMERON RANCH (170-8006)

Revenues/Transfers In

170-8006-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	807
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Sub-total Revenues

807

Net Change to Fund Balance

807

Fund: LMD #50-PV SENIOR LIVING (170-8007)

Revenues/Transfers In

170-8007-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	227
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Sub-total Revenues

227

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Net Change to Fund Balance	227
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Fund: (LMD #51-PFEILER (170-8008))**Revenues/Transfers In**

170-8008-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	16,227
Sub-total Revenues		16,227

Net Change to Fund Balance	16,227
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Fund: LMD #52-WINGFIELD (170-8009)**Revenues/Transfers In**

170-8009-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	5,235
Sub-total Revenues		5,235

Net Change to Fund Balance	5,235
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Fund: (LMD #53-HUFF COURT (170-8010))**Revenues/Transfers In**

170-8010-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	656
Sub-total Revenues		656

Net Change to Fund Balance	656
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Fund: LMD #54-MEADOW COURT (170-8012)**Revenues/Transfers In**

170-8012-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	487
Sub-total Revenues		487

Net Change to Fund Balance	487
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Fund: LMD #58-WESTWIND (170-8016)**Revenues/Transfers In**

170-8010-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	3,321
Sub-total Revenues		3,321

Net Change to Fund Balance	3,321
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Fund: (LMD #59-ORBELA (170-8017))**Revenues/Transfers In**

170-8017-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	960
Sub-total Revenues		960

Net Change to Fund Balance	960
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BA Doc# (Finance Use Only) _____

Rev# _____

REQUIRES CITY COUNCIL AUTHORIZATION

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Fund: LMD #60-ARTISAN (170-8018)
Revenues/Transfers In

170-8018-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	2,639
Sub-total Revenues		<u>2,639</u>
Net Change to Fund Balance		<u>2,639</u>
Net Appropriation Change		<u>0</u>

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: February 7, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Jim Throop
Chief Financial Officer

SUBJECT: Proposed Water Pass-Through Rates (5/15/20)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That the City Council: 1. Receive a report on the proposed water pass-through rates effective March 15, 2017, due to increased third-party costs for water; and 2. Authorize the City Manager to take any and all needed steps to administratively approve the water pass-through charges as authorized by the City of Oxnard Ordinance Number 2859.

BACKGROUND

The proposed water pass-through charges are necessitated to offset financial losses occurring in the last two fiscal years (FY 14-15 and FY 15-16). The following table shows the revenues and expenses for the Water Fund and highlights the monetary losses due to expenses exceeding revenue.

Proposed Water Pass-Through Rates (10/30/20)

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City of Oxnard, CA
Water Fund Income and Losses

		FY 14-15	FY 15-16
Operating Revenue	+	\$ 48,048,380	\$ 47,502,553
Operating Expenses	-	\$ 45,270,242	\$ 46,535,166
Operating Income	=	\$ 2,778,138	\$ 967,387
Investment Interest	+	\$ 2,438,909	\$ 2,213,969
Interest Expense (Debt)	-	\$ 10,399,251	\$ 10,259,011
Income (Loss)	=	\$ (5,182,204)	\$ (7,077,655)

Source: City of Oxnard - Comprehensive Annual Financial Reports

On September 18, 2012, the Oxnard City Council approved Ordinance No. 2859 establishing fees and charges for the use of and for services relating to City water service. This Ordinance lists all fees and charges associated with the water utility and assigns authority to the Public Works Department, Water Resources Division to charge utility ratepayers customers for services. Some of the fees and charges covered in Ordinance No. 2859 are regulated under California Proposition 218 (Prop 218) and require a formal “cost of service” study and legal process to modify. Other fees and charges are not subject to Prop 218 and can be changed through an administrative process. This ordinance includes a provision for the automatic adjustment of rates based on changes in certain third party costs: this adjustment is called a “pass-through.”

United Water Conservation District (UWCD) Pass-Through Water Rate Adjustment

The UWCD Board of Directors established new water rates that took effect July 1, 2016. The Board held a public hearing on May 24, 2016, to discuss groundwater conditions, the proposed rate increase and the Fiscal Year 2016-17 recommended budget. UWCD Resolution No. 2016-04, which adopted the new rates, was signed on June 8, 2016.

The last time that the City passed through UWCD cost increases was in fiscal year 2013-14. From 2014 to the present, the UWCD’s rates increased as follows in the table below:

Proposed Water Pass-Through Rates (10/30/20)

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UWCD	FY 2014 Rates	FY 2017 Rates	\$Change	% Change
Variable Rate Operations and Maintenance	\$ 197.97	\$ 306.60	\$ 108.63	54.87%
Marginal Rate	\$ 87.11	\$ 163.38	\$ 76.27	87.56%
Fixed costs per Unit of Peak Capacity	\$ 374,340	\$ 394,215	\$ 19,875	5.31%

Calleguas Municipal Water District (CMWD) Pass-Through Water Rate Adjustment

At its June 16, 2016, Board Meeting, the CMWD Board of Directors adopted CMWD Resolution No. 1889, which established new rates effective January 1, 2017. The new CMWD rates are primarily a pass-through of increases from Metropolitan Water District of Southern California.

The City has not passed through CMWD cost increases since Fiscal Year 2014-15. The CMWD rate changes since that time are as follows in the table below:

CMWD	FY 2015 Rates	FY 2017 Rates	\$Change	% Change
Tier 1 Rate	\$ 1,210.00	\$ 1,300.00	\$ 90.00	7.44%
*Readiness to Serve charge	\$ 910,434	\$ 821,168	\$ (89,266)	-9.80%

**Oxnard's share of the readiness to serve charge decreased approximately \$89,000, which helps to offset a small portion of the necessary pass-through adjustment. However, the overall cost increases total approximately \$3.1 million a year, which necessitates the pass-through adjustment.*

The City purchases approximately 47% of its water from CMWD. The rate changes from UWCD and CMWD will increase the City's fixed component of the water operating budget by 2.58% and the variable component by 8.92%. The total effective rate increase varies depending on classification of customer type, meter size and tier of usage. Based on the new rate schedule, an average single family residential customer's monthly water bill will increase 7%, or \$3.62 per month.

Per Ordinance No. 2859, which is codified in City Code Section 22-60, the pass-throughs do not require the City Council action. Thus, the City Manager has administratively approved the pass-throughs. This means the following fees and charges will take effect on March 15, 2017:

Proposed Water Pass-Through Rates (10/30/20)

February 7, 2017

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FIXED CHARGES:							
Monthly Meter Charge By Meter Diameter (Inches)	Single Family Residential/ Ocean View Residential, Commercial, Institutional, & Industrial	Multi- Family Residential	Commercial/ Institutional/ Industrial/ Landscape Irrigation	Metered Construction	Fireline	Unmetered Construction	Ocean View Agricultural Irrigation
3/4	\$17.33	\$14.78	\$11.94	\$0.00	\$1.84	\$8.62	\$12.05
1	\$27.31	\$23.29	\$18.37	\$30.43	\$3.17	\$12.67	\$18.37
1 1/2	\$50.50	\$42.45	\$33.13	\$0.00	\$6.07	\$19.27	\$33.13
2	\$84.27	\$65.76	\$51.48	\$0.00	\$9.76	\$25.31	\$51.48
3	\$172.07	\$147.73	\$110.14	\$102.36	\$21.52	\$31.85	\$110.14
4	\$292.06	\$240.12	\$188.37	\$0.00	\$36.77	\$38.36	\$188.37
6	\$605.90	\$502.35	\$385.53	\$0.00	\$76.71	\$51.42	\$385.53
8	\$870.35	\$721.74	\$562.41	\$0.00	\$110.36	\$64.50	\$562.41
10	\$1,400.99	\$1,161.46	\$891.74	\$0.00	\$177.88	\$77.54	\$891.74
VARIABLE CHARGES:							
Rate Per Hundred Cubic Feet (HCF)/Month	Single Family Residential		Rate Per Hundred Cubic Feet (HCF)/Month		Multi-Family Residential		
0 - 6	\$3.09		0 - 17		\$2.53		
7-12	\$3.43		18-32		\$2.81		
Over 12	\$4.81		Over 32		\$4.18		
Rate Per Hundred Cubic Feet (HCF)/Month	Commercial/Institutional/ Industrial/fireline/ Landscape Irrigation		Rate Per Hundred Cubic Feet (HCF)/Month		Metered Construction		
0 - 17	\$2.53		0 - 13		\$5.08		
18-32	\$2.81		14-23		\$5.61		
Over 32	\$4.18		Over 23		\$8.40		
Rate Per Hundred Cubic Feet (HCF)/Month	Ocean View Agricultural Irrigation		Rate Per Hundred Cubic Feet (HCF)/Month		Ocean View Residential/Commercial/ Institutional/Industrial		
0 - 13	\$1.10		0 - 13		\$2.53		
14-23	\$1.10		14-23		\$2.81		
Over 23	\$1.10		Over 23		\$4.18		
Rate Per Hundred Cubic Feet (HCF)/Month	Recycled Water For Irrigation In Lieu of Potable Water		Rate Per Hundred Cubic Feet (HCF)/Month		Recycled Water For Industrial In Lieu of Potable Water		
0 - 17	\$2.13		0 - 13		\$2.13		
18-32	\$2.39		14-23		\$2.39		
Over 32	\$3.55		Over 23		\$3.55		

STRATEGIC PRIORITIES

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

Goal 3. Ensure funding is adequate to meet the goals of the master plans.

Objective 3b. Set rates and fees to fully recover cost.

FINANCIAL IMPACT

The pass-through rate adjustment will offset the cost increase to the City of approximately \$3.1 million in costs from UWCD and CMWD.