

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.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR
AGENCY OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers,
305 West Third Street
November 1, 2016
Regular Meeting - 6:00 PM
Closed Session – 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: OXNARD CITY COUNCIL

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – 5:00 P.M.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

CC Government Code section 54956.9 (d)(1)

Name of case: Ruel A. Gadbury, an individual; and Lisa C. Kalani Gadbury, an individual v. Granite Construction Company, a corporation; City of Oxnard, a public entity; State of California, a public entity; and Does 1 through 50 inclusive

Ventura County Superior Court, Case No. 56-2016-00486499-CU-PO-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

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.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**CC Government Code Section 54956.9(d)(2)****In Re the Late Claim Application of Lisa C. Kalani Gadbury**

Significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2) in one potential case, Claimant: Lisa C. Kalani Gadbury.

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation. The purpose of the closed session is for the City Council to consider whether to allow the late claim of Lisa C. Kalani Gadbury to be filed.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

E. CEREMONIAL CALENDAR**F. 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. 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 any 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. The presiding officer shall limit public comments to three minutes.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA**City Attorney Department****1. SUBJECT: Consent to Sublease of the Boys and Girls Club**

RECOMMENDATION: That City Council approve the request of the Boys & Girls Club of Oxnard, and authorize the City Manager to issue the City's written consent therefore pursuant to the Ground Lease Agreement dated August 11, 1998 (as amended by A-7649), to sublet a portion of the clubhouse at 1900 W. Fifth Street to a qualified licensed preschool operator.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

City Clerk Department**2. SUBJECT: Minutes of October 11, 2016**

RECOMMENDATION: Approve City Council Minutes of October 11, 2016.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

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) Aleshire & Wynder, LLP., to provide advice and representation concerning Rice Avenue/Highway 101 Interchange (\$200,000). 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: Planning and Zoning Permit No. 16-580-01 (Zone Text Amendment) - Final and Parcel Subdivision Map Approval, and Acceptance and Consent to Deeds or Grants.**

RECOMMENDATION: That the City Council: 1) Introduce an Ordinance amending Sections 15-52 through 15-56, 15-60, 15-62 and 15-67 of Division 3, Article III, of Chapter 15 of the City of Oxnard Municipal Code relating to Final and Parcel Subdivision Map approval by the Development Services Director; and 2) Repeal Resolution No. 1939 and approve a Resolution authorizing the Development Services Director and Public Works Director to accept and consent to deeds or grants to the City of Oxnard conveying interests in or easements upon real estate.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Public Works Department

5. SUBJECT: Third Amendment to Agreement with Carollo Engineers, Inc. to Provide Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements Under the National Pollutant Discharge Elimination System (Agreement No. A-7114)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Third Amendment to the Agreement with Carollo Engineers, Inc. to provide Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements under the National Pollutant Discharge Elimination System (NPDES) (Agreement No. A-7714), in the amount of \$53,510 to bring the total amount to \$689,403.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

L. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: PZ 13-300-02 (Final Map for Tract 5877) - Rancho Victoria Plaza

RECOMMENDATION: That the City Council adopt a resolution approving Planning and Zoning Permit No. 13-300-02 (Final Map for Tract No. 5877), which will authorize subdivision of the 6-acre (vacant) project site into 11 separate parcels which is located at 3600-3700 West Fifth Street (APN Nos 185-0-170-085, 095).

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

2. SUBJECT: Planning and Zoning Permit No. 15-660-01 (Alley Vacation) - Gateway Station Apartments

RECOMMENDATION: That the City Council adopt a resolution vacating a portion of an existing alley that extends for approximately 820 feet and is located between an approved 12-acre apartment complex site (Gateway Station); properties addressed between 1156 and 1250 South Oxnard Boulevard; railroad right-of-way to the north; and the Oxnard Mobile Home Lodge to the south.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

M. APPOINTMENT ITEMS

N. REPORTS

Cultural and Community Service Department

1. SUBJECT: Agreement of the Somis Union Elementary School District and the City of Oxnard to Operate a State of California After School Education and Safety Program

RECOMMENDATION: That City Council choose one of the following recommendations:

1) Approve and authorize the City Manager to execute an agreement (Agreement No. A-7925) with the Somis Union Elementary School District for the City of Oxnard to receive the total amount of \$26,214, to provide services under the California After School Education and Safety (ASES) at (1) school through December 31, 2016, or; 2) Approve and authorize the City Manager to execute an agreement (Agreement No. A-7925) with the Somis Union Elementary School District for the City of Oxnard to receive the total amount of \$52,428, to provide services under the California After School Education and Safety (ASES) at (1) school through June 9, 2017. Authorize the City Manager or designee to appropriate funds in the amount equal to the executed agreement

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

Housing Department2. SUBJECT: Funding Request for Homeless Winter Shelter

RECOMMENDATION: That the City Council approve and authorize the use of \$30,000 of Salary Savings from the Housing Department to fund a Winter Warming Shelter for the Homeless at the Ventura National Guard Armory for the 2016-2017 winter.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

Public Works Department3. SUBJECT: Chemical Purchases for Water and Wastewater Treatment Facilities (5,10,10)

RECOMMENDATION: That City Council: 1. Approve and authorize the Mayor to execute four agreements for the as-needed supply and delivery of chemicals to Water and Wastewater Treatment Facilities in the period of November 15, 2016, through November 14, 2019: 1) Agreement A-7924 with Argo Chemical, Inc. for supply and delivery of aqueous ammonia to the Water Facilities in the amount of \$61,722; 2) Agreement A-7927 with JCI Jones Chemical, Inc. for supply and delivery of sodium hydroxide and sodium hypochlorite to the Water Campus and Blending Station No. 3 in the amounts of \$214,744 and \$132,692, respectively, sodium hydroxide and sodium hypochlorite to the Wastewater Treatment Plant (WWTP) in the amounts of \$119,801 and \$597,010, respectively, and sodium hydroxide and sodium hypochlorite to the Advanced Water Purification Facility (AWPF) in the amounts of \$23,960 and \$36,340, respectively, for a total purchase amount of \$1,124,547; 3) Agreement A-7928 with Kemira Water Solutions, Inc. for supply and delivery of ferric chloride to the WWTP in the amount of \$1,358,546; and 4) Agreement A-7929 with Univar USA, Inc. for supply and delivery of sodium bisulfite to the WWTP in the amount of \$138,969 and of citric acid, hydrogen peroxide, sodium bisulfite and sulfuric acid to the AWPF in the amounts of \$119,402, \$206,777, \$13,897 and \$357,008, respectively, for a total purchase amount of \$836,053; and 2) Approve and authorize the Mayor to execute Purchase Order 6039 for the as-needed supply and delivery of liquid lime to the AWPF in the period of November 15, 2016 through November 14, 2017, in the amount of \$117,300.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

P. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. STUDY SESSIONR. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: November 1, 2016

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in black ink, appearing to be "S. Fischer".

SUBJECT: Consent to Sublease of the Boys and Girls Club

CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

RECOMMENDATION:

That City Council approve the request of the Boys & Girls Club of Oxnard, and authorize the City Manager to issue the City's written consent therefore pursuant to the Ground Lease Agreement dated August 11, 1998 (as amended by A-7649), to sublet a portion of the clubhouse at 1900 W. Fifth Street to a qualified licensed preschool operator.

BACKGROUND

On August 11, 1998, the City Council approved a Ground Lease Agreement (Ground Lease) with the Boys & Girls Clubs of Oxnard and Port Hueneme (B&G) for the easterly portion of Southwest Community Park (1900 West Fifth Street) for a term of 35 years with three ten-year extension options. The Ground Lease permitted B&G to construct its clubhouse and administrative center at the 1900 West Fifth Street location (Clubhouse). In 2014, the City Council approved the First Amendment to the Ground Lease (A-7649), which amended the scope of services and programs B&G could provide, organize and maintain at the Clubhouse to include, among other uses and services, a preschool center "for children 3 to 6, as licensed by the State of California." B&G's board of directors now desires to sublet a currently unused portion of the Clubhouse to a qualified licensed preschool operator.

Section 9.1 of the Ground Lease allows B&G to sublet all or a portion of the Clubhouse, subject to the written consent of the City. In that the Ground Lease, as amended, acknowledges that the proposed sublease is consistent with the services and programs supported by the Boys & Girls Clubs of America, staff recommends that Council consent to the sublease request and authorize

Approval of Sublease of Boys and Girls Club
November 1, 2016
Page 2

the City Manager to issue written consent on the City's behalf.

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 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

FINANCIAL IMPACT

There is no financial impact associated with the sublease.

ATTACHMENTS:

Attachment A - 1998 Lease

Attachment B - 1st Amendment

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is made, effective this 11th day of August, 1998, between THE BOYS & GIRLS CLUB OF OXNARD, a non-profit corporation ("the Tenant"), and THE CITY OF OXNARD, a municipal corporation ("the Landlord").

WITNESSETH:

In consideration of the agreements hereinafter contained, the Landlord and Tenant agree as follows:

SECTION 1 - PREMISES

1.1 Land. Subject to and under the terms of this Agreement, the Landlord hereby demises and lets to the Tenant and the Tenant hereby leases from the Landlord, all of the Landlord's right, title and interest in and to approximately 28,000 square feet of real property situated in the City of Oxnard, County of Ventura, in the easterly portion of the City's Southwest Community Park (the "Land"). The exact location of the Land will be determined by mutual agreement, subject to the Landlord's planning process for the Improvements. This Lease confers no benefits or privileges with respect to property in the public park, other than the Land. The Tenant shall have the same rights as, and shall be subject to the same restrictions as, the general public with respect to use of the public park.

1.2 Improvements, Parking Lot, Landscaping.

(a) The Tenant will construct improvements on the Land (the "Improvements"). The Improvements are described on Exhibit A hereto. The Tenant will construct a parking lot on the public property surrounding the Land ("Parking Lot"). The size of the Parking Lot will be determined by the Landlord's planning requirements for the Improvements and by the Landlord's projected parking needs for public park purposes. During the term of this Lease, the Tenant shall have a non-exclusive right to use the Parking Lot for ingress, egress, and vehicle parking only, for the Tenant's activities and programs at the Premises. The Tenant will also install landscaping immediately surrounding the Improvements (the "Landscaping"). The Landlord shall perform maintenance of the Landscaping in accordance with City standards. The Landlord and the Tenant shall pay for maintenance of the Landscaping, according to a formula to be agreed upon prior to issuance of a certificate of occupancy for the Improvements. If the Landlord and the Tenant are not able to agree upon a formula for payment for maintenance, the dispute shall be submitted to arbitration under the rules of the American Arbitration Association for commercial arbitration.

(b) The Improvements, the Landscaping and the Parking Lot will be constructed in accordance with all City codes and standards. The Tenant shall obtain at the Tenant's expense all permits and entitlements required by the City or any other agency in connection with construction of the Improvements, Landscaping and Parking Lot. The plans for the Improvements, Landscaping and Parking Lot must be approved in accordance with usual City procedures. The Tenant will provide the Landlord with a performance bond executed by a corporate surety acceptable to the Landlord, in a sum equal to the City Engineer's estimate of the cost of completion of the Improvements, Landscaping and

Parking Lot, ensuring the completion of the Improvements in accordance with the approved plans and specifications.

(c) The Improvements, Landscaping and Parking Lot shall be complete, and the Tenant shall have received a certificate of occupancy, no later than December 31, 2000, or the Tenant shall be deemed to have committed an Event of Default under this Agreement, as described in Section 17.1(b), and the Landlord shall be entitled to exercise all remedies available under Section 17 and by law. Nothing in this Agreement obligates the Landlord to issue a certificate of occupancy or to otherwise exercise its police power in any particular manner.

(d) The Landscaping and Parking Lot shall, after construction and acceptance by the City, become public property. The Tenant reserves title to the Improvements and severs ownership of the Improvements from the Land. Notwithstanding such reservation and severance, the terms of this Agreement will govern the use, operation and transfer of the Improvements and the exercise of the Tenant's and the Landlord's rights with respect thereto. On termination of the Term, whether by expiration of time or as otherwise herein provided, title to all Improvements will pass in fee simple absolute from the Tenant to the Landlord without compensation to the Tenant or the requirement of any additional action by the Landlord or the Tenant. The Landlord and the Tenant intend the Improvements to constitute real property for all purposes and do not intend to characterize the Improvements as personal property for any purpose.

1.3 Title Conditions. The Tenant accepts the condition of title to the Land.

1.4 Physical Condition. The Tenant accepts the Land in its present condition and without any representation or warranty of any kind by the Landlord, except that the Landlord hereby represents and warrants that the leasehold estate created by this Agreement is not subordinate or subject to the lien of any mortgage, assignment, encumbrance or other claim affecting all or any part of the Land created by or resulting from any action or failure to act by the Landlord other than liens for ad valorem taxes and other similar claims arising by operation of law. The Tenant has satisfied itself as to the environmental condition of the Land, and as to the existence or nonexistence of any toxic or hazardous materials or conditions. The parties intend that the Landlord transfer and the Tenant accept the Land in an "AS IS" condition "WITH ALL FAULTS."

SECTION 2 - TERM

2.1 Term.

(a) The term of this Agreement is thirty-five (35) years and will commence at 12:01 a.m. on August 11, 1998 and terminate at 12:00 midnight on August 10, 2033, unless sooner terminated as herein provided.

(b) Provided that the Tenant is not then in default under this Agreement, the Tenant shall have the option to extend the term of this Agreement three times, for ten (10) years each time, on the same terms and conditions as the original Agreement, by providing to the Landlord written notice of intent to extend, at least thirty (30) days prior to the expiration of the initial term.

(c) If the Tenant exercises all its options to renew, at the expiration of the Term, the Landlord and The Tenant may further extend the term of the Agreement on mutually agreed terms similar to those in this Agreement, with a view toward continuing and enhancing the use for Boys and Girls Club purposes and for public purposes.

2.2 Nonterminability. Except as expressly provided in Section 14 of this Agreement, the Tenant will have no right to terminate this Agreement or to quit, abandon or surrender the leasehold estate hereby created or all or any part of the Land or to be released, relieved or discharged from any obligation or liability hereunder for any reason, including, without limitation, any damage to or destruction of all or any part of the Improvements, any interference with the use or possession of all or any part of the Land or Improvements, any acquisition by the Tenant of ownership of any reversionary estate or remainder interest covering all or any part of the Land, any default or other breach by the Landlord of the terms of this Agreement, the occurrence of any act which renders the performance by the Landlord or the Tenant of this Agreement impossible or frustrates the use of the Land or Improvements for any purpose, any force majeure or any action or threatened action of any court, administrative agency or other governmental authority.

2.3 Prorations. If the commencement date or the expiration date of the Term is a date other than the first day of a month, the installment of Rent for the month in which such date occurs will be prorated based on a thirty (30) day month. If any charge comprising Additional Rent, as defined in paragraph 3.1 hereinbelow, is computed for a term beginning before the commencement date or extending beyond the expiration date of the Term, the charge will be prorated between the Landlord and the Tenant based on a three hundred sixty (360) day year.

SECTION 3 - RENT

3.1 Minimum Rent/Rent. The Tenant agrees to pay to the Landlord throughout the Term as Minimum Rent the sum of Ten Dollars (\$10.00) per annum, payable in arrears at the end of each year of the Term. All other monetary charges payable by the Tenant hereunder shall be deemed to be Additional Rent. The term "Rent" as used herein means Minimum Rent and Additional Rent.

3.2 Net Rent. The Rent payable by the Tenant hereunder will be absolutely net to the Landlord throughout the Term. Rent will be paid by the Tenant to the Landlord without prior notice, demand, setoff, counterclaim, abatement, deduction, defense or deferment and, except as otherwise provided in Section 14, the Tenant will have no right to reduce, abate or defer the Rent payable hereunder for any reason whatsoever. All costs associated with the construction, operation and maintenance of the improvements shall be borne by Tenant, including possessory interest taxes, utility payments, income taxes and all other taxes and Impositions, as defined in Section 5.2 below.

3.3 Utilities Charges. Included in the obligations of the Tenant to pay Rent is the obligation to pay utilities charges. Utilities charges are all charges for water, sewer, gas, heat, light, power, telephone service, electricity, refuse collection and other utility and communication services rendered or used on or about all or any part of the Land or the Improvements and all other similar costs and expenses relating to the use, operation and maintenance of the Land or the Improvements.

SECTION 4 - USE

4.1 Use. The uses of the Land described in Exhibit B have been determined by the Landlord and the Tenant as uses which directly and indirectly benefit the public and the public park in which the Land is located. Accordingly, the Tenant is hereby granted the right to occupy and use the Land only for the purposes described herein in Exhibit B, subject only to such restrictions as are imposed herein and in Exhibit B or are imposed by Legal Requirements, as defined in Paragraph 7 hereinbelow. The Tenant shall not carry on any activities at the Premises which involve the use of hazardous material as defined by federal or State law. The Landlord and the Tenant may, upon mutual written agreement, alter the uses described on Exhibit B, so long as the alterations are consistent with and contribute to the public and public park use.

4.2 Obligation to Use. The Tenant is affirmatively obligated to use the Land and Improvements for the purposes stated in Exhibit B, and the Tenant shall be deemed to have committed an Event of Default under the provisions of this Agreement if the Tenant does not so use the Land and Improvements.

4.3 Quiet Enjoyment. So long as the Tenant observes and performs all of the terms of this Agreement, the Landlord warrants the peaceful and quiet occupation and enjoyment of the Land by the Tenant free and clear of interference by any Person claiming under the Landlord. The Tenant hereby grants to the Landlord, its agents and representatives, the right to enter and inspect the Land and Improvements at reasonable times with prior reasonable notice. The Landlord has no duty to make any such inspection and will not incur any liability or obligation with respect to any state of facts which are or might have been discovered by reason of any such inspection.

4.4 Person(s). For purposes of this Agreement, the term "Person(s)" includes any individual, corporation, association, trust, partnership, joint venture or any government or agency or political subdivision thereof.

SECTION 5 - IMPOSITIONS

5.1 Payment. Throughout the Term, the Tenant will pay or cause to be paid all Impositions directly to the charging authority promptly as the same become due, prior to the time penalties or interest attach thereto and before nonpayment gives rise to a lien on the Land or the Improvements. The Landlord will have no responsibility of any kind with respect to any Imposition.

5.2 Impositions. All taxes (including, without limitation, sales and use taxes), assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed during the Term), water, sewer and other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including all interest and penalties thereon), which at any time during the Term may be assessed, levied, confirmed or imposed on the Land, the Improvements or any interest therein or against the Tenant or the Landlord in connection therewith. The term "Impositions" specifically excludes all income, estate, succession, inheritance, transfer or franchise taxes imposed against the Landlord, the Rent paid to the Landlord or the

Landlord's interest in the Land; provided, that if during the Term, taxes in the nature of real or personal property ad valorem taxes are levied on the Rent paid hereunder in lieu of all or any portion of the Impositions which the Tenant would otherwise be obligated to pay, such taxes will be included in the meaning of the term "Impositions."

5.3 Conversion to Installments. If permitted by law, the Tenant will have the right to apply for conversion of Impositions to installment payments. The Landlord agrees to permit the application for such conversion to be filed in the Landlord's name, if necessary, and agrees to execute all documents reasonably requested by the Tenant in connection therewith.

5.4 Proration. All Impositions (excluding Impositions which have been converted to installment payments during the Term), which are payable during the final year of the Term will be apportioned pro rata between the Landlord and the Tenant. Impositions which have been assessed during the Term and converted to installment payments will be paid in full by the Tenant on the termination of the Term.

5.5 Right to Contest. The Tenant will have the right to contest the validity, amount or application of any Imposition by diligent pursuit of appropriate legal proceedings conducted at the Tenant's expense. If required by law, the Landlord agrees that such proceedings may be conducted in the name of the Landlord, and the Landlord agrees to execute and deliver all documents which are reasonably requested by the Tenant in connection therewith. If at any time the Land, the Improvements or any part thereof becomes subject to forfeiture, or the Landlord becomes subject to liability arising from nonpayment of any Imposition, the Tenant will promptly pay the disputed Imposition or deposit with the Landlord such collateral or other assurances as might be reasonably required by the Landlord to protect the Land, the Improvements and the Landlord from liability or forfeiture by reason of nonpayment.

5.6 Refunds. The Landlord agrees that any refunds or rebates of Impositions previously paid by the Tenant pursuant to the provisions of this Agreement will belong to the Tenant. The Landlord agrees to sign such receipts and other documents as might be reasonably requested by the Tenant to obtain payment of such refunds.

5.7 Evidence of Payment. The Tenant agrees to furnish to the Landlord within ten (10) days after the date when any Imposition would have become delinquent, receipts or other appropriate evidence of payment of such Imposition.

SECTION 6 - REPAIRS, ALTERATIONS, ADDITIONS

6.1 Maintenance and Repair. Throughout the Term the Tenant will maintain the Land and Improvements in good and clean order and condition, and will promptly make all repairs, renewals and replacements (whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen), necessary or appropriate to maintain the Land and Improvements in at least as good condition as their original condition, reasonable wear and tear excepted. All repairs, replacements and renewals will be reasonably equal in quality to the original Improvements. All such actions will be performed at the expense of the Tenant and the Landlord will not be required to

maintain, alter, repair, rebuild or replace all or any part of the Land or the Improvements in any way. The Tenant expressly waives any right to make repairs at the expense of the Landlord which might be provided for in any law now or hereafter in effect.

6.2 Alterations and Additions. If no Event of Default has occurred and is continuing, the Tenant may make additions to and alterations of the Improvements (and may partially demolish the Improvements); provided that any such additions and alterations; (a) will not weaken or impair the structural strength of the Improvements (except in the event of demolition and replacement) or reduce the fair market value of the Land and Improvements below the fair market value which existed immediately before such alteration or addition, or impair the usefulness of the Land and Improvements; (b) are effected with due diligence, in a good and workmanlike manner and in compliance with all Legal Requirements; and (c) are promptly and fully paid for by the Tenant. Title to all such additions and alterations and to all new Improvements constructed on the Land will vest in the Landlord on the expiration or sooner termination of the Term.

6.3 Landscaping and Parking Lot. As set forth in paragraph 1.2(a) hereinabove, Tenant will contribute to the cost of maintaining the Landscaping, pursuant to the formula adopted by the parties. The Tenant will also keep the Landscaping and Parking Lot reasonably clean and clear of litter, debris and trash on a daily basis, with consideration to the fact that the Tenant does not operate all day every day. At such time as the public park in which the Parking Lot is located is fully operational, the Landlord and the Tenant will negotiate a maintenance agreement which reflects the fact that the general public contributes to the need for daily maintenance and clean up.

6.4 Utility Charges. Throughout the Term the Tenant will pay all Utility Charges before the same become delinquent and the Landlord will have no obligation with respect thereto.

SECTION 7 - LEGAL REQUIREMENTS

7.1 Compliance. The Tenant agrees to comply with all Legal Requirements throughout the Term at the Tenant's expense. The Landlord will have no responsibility of any kind with respect to any Legal Requirements.

7.2 Legal Requirements. Legal Requirements are all laws, statutes, codes, ordinances, orders, judgments, decrees, instructions, rules, regulations, permits, licenses, authorizations, directions and requirements of all agreements with all federal, state and local governments, agencies and officials, foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to all or any part of the Land or the Improvements or to any use or condition of all or any part of the Land or the Improvements or to the Landlord or the Tenant.

7.3 Permitted Contest. The Tenant will have the right to contest the validity or application of any Legal Requirement by diligent pursuit of appropriate legal proceedings conducted at the Tenant's expense. Any such contest may be brought in the name of the Landlord if required by law, and the Landlord agrees to execute and deliver such instruments as are reasonably requested by the Tenant to facilitate such contest. If allowed by law, the Tenant may delay compliance with the contested Legal Requirement until final determination of the contest; provided, that if the failure

of the Tenant to comply with the disputed Legal Requirement will subject the Land, the Improvements or any part thereof to forfeiture or the Landlord to liability arising from such noncompliance, the Tenant will promptly comply with the Legal Requirement or deposit with the Landlord such collateral or other assurance as might be reasonably required by the Landlord to protect the Land, the Improvements and the Landlord from liability or forfeiture by reason of such noncompliance.

7.4 Evidence of Compliance. The Tenant agrees to furnish to the Landlord within ten (10) days after the Landlord's written request therefor such permits, orders, certificates or other documents as might be reasonably requested by the Landlord to evidence compliance with Legal Requirements applicable to the Land, the Improvements or the Landlord.

SECTION 8 - LIENS; FIRST MORTGAGE

8.1 Liens. The Tenant will not directly or indirectly create or permit to be created or to remain any lien, encumbrance or claim affecting the Land or the Landlord's interest under this Agreement other than: (a) the leasehold estate created by this Agreement and the rights, if any, of present and future subtenants of the Tenant hereunder; and (b) liens for Impositions not yet due or payable or which are the subject of a contest as permitted by Section 5.4. In the event of the filing of any such claim against the Landlord, the Land or the Landlord's interest hereunder, the Tenant will cause the same to be discharged of record at the Tenant's expense within ninety (90) days after written notice from the Landlord. The Tenant will have the right to contest any such claim by diligent pursuit of appropriate legal proceedings which may be conducted by the Tenant at the Tenant's expense in the name of the Landlord, if legally required. If at any time during the contest of such claim the Land, or the Landlord's interest hereunder becomes subject to forfeiture, or if the Landlord becomes subject to liability arising from nonpayment of the same, the Tenant will promptly pay the disputed claim or will deposit with the Landlord such collateral or other assurances as might be reasonably required by the Landlord to protect the Land, the Landlord's interest hereunder and the Landlord from liability or forfeiture by reason of such claim.

SECTION 9 - SUBLETTING

9.1 Tenant's Right to Sublet. The Tenant will not have the right to sublet all or any portion of the Land and/or the Improvements without first obtaining the written consent of the Landlord. Such consent shall not unreasonably be withheld; however, in determining whether consent will be granted, the Landlord may consider, in addition to all other appropriate factors, the public purposes for which this Agreement is entered, and whether subletting furthers such purposes.

9.2 Attornment of Subtenants. The Tenant agrees that each sublease entered into by the Tenant during the Term will contain a provision whereby the subtenant agrees to attorn to the Landlord in the event of the termination of this Agreement. Within thirty (30) days after written demand, but not more often than once each year, the Tenant will furnish to the Landlord a schedule, certified as correct by the Tenant, setting forth all subleases then in effect including the names of the subtenants thereunder, a description of the demised premises and the amount of annual rent payable by each subtenant.

9.3 Nondisturbance Agreements. The Landlord agrees that the Landlord will execute and deliver from time to time within ten (10) days after each written request by the Tenant, agreements among the Tenant, the Landlord and any subtenant to the effect that a termination of this Agreement and the leasehold estate hereby created will not terminate the sublease between the Tenant and the subtenant provided that: (a) the terms of the sublease between the Tenant and the subtenant represent a good faith effort by the Tenant to lease the demised premises at rental rates and on terms prevailing in the Oxnard market at the time of execution of such sublease; (b) all expenses of preparing any such nondisturbance agreement will be paid by the Tenant or the subtenant; and (c) the Landlord will incur no obligations to the subtenant under the terms of the nondisturbance agreement other than the terms hereafter set forth in this Section 9.3. To the extent that the Landlord has entered into such nondisturbance agreements with any subtenant, the sublease which the subtenant holds on the termination of this Agreement will be deemed to constitute a direct lease between the Landlord and the subtenant and will have the same force and effect as if the Landlord had originally entered into the sublease as the landlord thereunder. The Landlord further agrees that the Landlord will not name any subtenant holding a nondisturbance agreement executed by the Landlord in any action to terminate this Agreement or to exercise any other relief to which the Landlord might be entitled hereunder.

SECTION 10 - TENANT'S TRANSFER

10.1 Tenant's Transfer. The Tenant may not transfer all or any part of its interest hereunder without the prior written consent of the Landlord. In determining whether to give consent, the Landlord may consider the financial condition of the proposed transferee and the Landlord may consider whether the proposed transfer furthers the public purposes for which this Agreement is executed.

SECTION 11 - LANDLORD'S TRANSFER

11.1 Right to Transfer. The Landlord will have the right at any time and from time to time during the Term to sell, convey, transfer and assign all or any portion of the Landlord's interest in this Agreement, the Land or the Improvements, so long as such transfer does not impair Tenant's rights under this Agreement. In the event the Landlord elects to enter into one or more such transfers, the Landlord agrees to deliver to the Tenant true and complete copies of the instrument or instruments effecting each such transfer within thirty (30) days after the effective date of such transfer.

11.2 Attornment. The Tenant agrees to accept and attorn to the transferee of the Landlord's interest hereunder as if such transferee had been the party named as the original Landlord in this Agreement.

SECTION 12 - INDEMNITY: INSURANCE

12.1 Indemnity. The Tenant agrees to protect, indemnify and hold harmless the Landlord against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Landlord or asserted against the interest of the Landlord in the Land, the Improvements or this Agreement which do not result from the willful act or gross negligence of the Landlord, its agents,

contractors, employees, licensees and invitees and which arise by reason of: (a) any injury to or death of any person or any damage to property located in or on the Land or Improvements; (b) any use, condition or state of repair of all of any part of the Land or Improvements; (c) any failure by the Tenant to perform the obligations of the Tenant under this Agreement; or (d) any act on the part of the Tenant or any of the Tenant's agents, contractors, employees, licensees or subtenants. If any action, suit or proceeding is brought against the Landlord by reason of any such occurrence, the Tenant, promptly after the written request of the Landlord, will defend such action, suit or proceeding at the Tenant's expense with legal counsel designated by the Tenant which is reasonably acceptable to the Landlord.

12.2 Insurance. The Tenant shall obtain and maintain during the Term the insurance coverages as specified in Exhibit INS-N, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the City Manager or designee.

12.3 Policy Provisions. All insurance maintained by the Tenant pursuant to Section 12.2 will: (a) name the Landlord and the Tenant as insureds as their respective interests appear; (b) include an effective waiver by the insurer of all rights of subrogation against any named insured; (c) provide that the coverage afforded by such policies will not be canceled by the insurer without prior written notice to the Landlord; and (d) be issued by companies and in forms reasonably satisfactory to the Landlord in all other respects.

12.4 Delivery of Policies. Promptly after the execution of this Agreement and continuously thereafter during the Term, the Tenant will deliver to the Landlord true and correct copies of all insurance policies required by this Agreement together with appropriate evidence of payment of the premiums therefor, and such other evidence of coverage as may be required by the City Manager or designee.

12.5 Approval by City Manager. All insurance coverages are subject to approval by Landlord's City Manager or designee as to, inter alia, terms, amount of deductible, naming of beneficiary, and rating of the insurer. This Agreement will not become effective until the City Manager has reviewed and accepted all Tenant insurance coverage, which shall be signified by the City Manager's signature on this Agreement. The Tenant shall not change or reduce any insurance coverage required hereunder without the prior written consent of the City Manager.

12.6 Insurance a Material Term. Maintenance of proper insurance coverages by The Tenant is a material element of this Agreement. The Tenant's failure to maintain or renew insurance coverages or to provide evidence of coverage may be considered an Event of Default under this Agreement.

SECTION 13 - DAMAGE AND DESTRUCTION

13.1 Notice. In case of damage to the Improvements in excess of One Hundred Thousand Dollars (\$100,000.00), the Tenant will promptly give written notice thereof to the Landlord describing the nature and extent of the casualty.

13.2 Restoration. If the Improvements are damaged or destroyed during the Term, the Tenant will as soon as practicable after the casualty restore the Improvements to substantially the condition which existed immediately prior to such damage or destruction. The Tenant will not be entitled to any offset or abatement in Rent or to any termination or extension of the Term as a result of deprivation or limitation of use of the Improvements occasioned by any casualty, or by repairs or replacements required by this Section 13.2; however, failure of the Tenant to restore the Improvements shall be an Event of Default under this Agreement, which will entitle the Landlord to exercise its remedies for Default.

13.3 Insurance Proceeds. Insurance proceeds will be applied by the Tenant to the payment of the costs of restoration as such costs are incurred. After full payment of all costs of restoring the Improvements, any balance of insurance proceeds will be paid to the Tenant.

SECTION 14 - EMINENT DOMAIN

14.1 Total Taking. If, during the Term, all of the Land and the Improvements are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, or if less than all of the Land and the Improvements are taken, but the Improvements cannot be restored to an economically useful unit, this Agreement will terminate on the date of vesting of title to the Land and Improvements in the condemnor. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with Section 14.6 of this Agreement.

14.2 Partial Taking. If less than all of the Land and the Improvements are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, and the Improvements can be restored to an economically useful unit, this Agreement will not terminate but will continue in full force and effect for the remainder of the Term with respect to that portion of the Land and the Improvements which is not the subject of the taking. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with Section 14.6 of this Agreement. In such event, the Tenant agrees, at the Tenant's expense, to restore that portion of the Improvements not so taken to a complete architectural unit of substantially the same usefulness, design, construction and character as the Improvements existing before such taking. For the balance of the Term, a just and appropriate part of the Rent, according to the nature and extent of the taking, will be abated.

14.3 Temporary Taking. If all or any portion of the Land or the Improvements is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period, this Agreement will not terminate and the Tenant will continue to perform all of the Tenant's obligations hereunder as though such taking had not occurred (except to the extent that the Tenant is prevented from doing so by reason of such taking; provided, in no event will the Tenant be excused from the payment of Rent and all other charges required to be paid by the Tenant under this Agreement). In the event of such taking, the Tenant will be entitled to receive the entire amount of any award made for such taking (whether paid by way of damages, rent or otherwise) and the Landlord hereby assigns such award to the Tenant, unless the period of governmental occupancy extends beyond the termination of the Term, in which case the award will be apportioned between the Landlord and the Tenant. The

Tenant agrees to restore the Improvements to the condition which existed prior to such taking at the Tenant's expense at the termination of any such governmental occupancy.

14.4 Minor Taking. A taking of any bridge, vault, easement or portion of the Improvements projecting into any public way will not be deemed a taking of any part of the Land or the Improvements for the purposes of this Section 14, and this Agreement will not be affected by any such taking. The Tenant will be entitled to receive any award made for any such taking and will make any alteration to the Improvements required by such taking at the Tenant's expense.

14.5 No Abatement of Rent. In the event of the termination of this Agreement as a result of any total or partial taking of the Land, the Rent payable by the Tenant will not be abated.

14.6 Apportionment of Award. If all or a portion of the Land and/or the Improvements are taken as contemplated by Sections 14.1 or 14.2, the Landlord and the Tenant agree to request the court conducting any proceeding in connection therewith to make separate awards to the Landlord and the Tenant as to their respective interests in the Land and the Improvements. If for any reason the court is unwilling or unable to make such separate awards, the Landlord and the Tenant agree that the single award for any such taking will be apportioned in the following manner and paid in the following order:

14.6.1 Expenses. The award will first be applied to reimburse the Landlord and the Tenant for reasonable expenses (including, without limitation, attorneys' fees) incurred in connection with obtaining the award.

14.6.2 Restoration Costs. To the extent that the Tenant is obligated or elects to restore the Improvements, the award will next be applied to payment of the costs reasonably incurred by the Tenant in effecting such restoration.

14.6.3 Landlord's Cost. Any balance of the award remaining after the foregoing application will be allocated to the Landlord.

14.7 Arbitration. In the event the Landlord and the Tenant are unable to agree as to the amount of any abatement of Rent to which the Tenant might be entitled or the division of any award arising from a taking of all or a portion of the Land or the Improvements, on the written demand of either the Landlord or the Tenant, such abatement and/or division will be determined by arbitration in accordance with the rules of the American Arbitration Association for commercial arbitration.

14.8 Participation in Proceedings. The Landlord and the Tenant will each have the right at their respective expense to participate in any proceeding seeking to take all or any portion of the Land or the Improvements and any appeals which might be taken therefrom.

SECTION 15 - FEE MORTGAGES

15.1 Landlord's Mortgage. From time to time during the Term, the Landlord will have the right to execute one or more Fee Mortgages, subject to the following limitations:

15.1.1 Tenant's Rights. All rights acquired under any Fee Mortgage will be subject and subordinate to the rights of the Tenant under this Agreement and the holder of any Fee Mortgage will have no right to disturb the Tenant in the Tenant's possession of the Land and Improvements or to deprive the Tenant of any other right created for the benefit of the Tenant under this Agreement, except by reason of the Tenant's Default hereunder.

15.1.2 Nondisturbance. In the event of default under a Fee Mortgage, the Tenant will not be made a party in any proceeding to enforce any of the holder's rights thereunder and, on the succession of the holder of a Fee Mortgage to the rights of the Landlord, this Agreement will continue in force and effect as a direct lease from such holder to the Tenant.

15.1.3 Notices. Each Fee Mortgage will provide that the holder thereof, on serving the Landlord with any notice claiming a default in performance by the Landlord under the Fee Mortgage, will simultaneously serve a copy of such notice to the Tenant.

15.1.4 Confirmation. If so requested by the Tenant, the Landlord will cause to be executed and delivered to the Tenant at the Landlord's expense an instrument whereby the Landlord and the holder of the Fee Mortgage agree to be bound by the provisions of this Section 15.1.

15.2 Right of Refusal. To the extent that the preferential right to purchase any interest transferred by the Landlord created by Section 11.2 of this Agreement is in effect, the foreclosing holder of a Fee Mortgage will be deemed to be a transferee of an interest of the Landlord and will be bound to comply with the terms of Section 11.2.

15.3 Fee Mortgage. Fee Mortgage means a mortgage, security agreement, collateral assignment, trust indenture, or any other instrument creating a lien, security interest or other encumbrance-covering all or any part of the Landlord's interest in this Agreement, the Land or the Improvements and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

SECTION 16 - LEASEHOLD MORTGAGES

16.1 The Tenant may not encumber its interest under this Agreement without the prior written consent of the Landlord, which consent shall not unreasonably be withheld.

SECTION 17 - DEFAULT: REMEDIES

17.1 Events of Default. The following events will be deemed to be Events of Default by the Tenant under this Agreement: (a) failure to pay any Rent or other sums payable by the Tenant hereunder when such sums become due; (b) failure to comply with any term of this Agreement to be observed by the Tenant; (c) abandonment of any portion of the Land or the Improvements; (d) the filing by or against the Tenant of any proceeding under the Federal Bankruptcy Act or any similar law; (e) the adjudication of the Tenant as bankrupt or insolvent in proceedings filed under the Federal Bankruptcy Act or any similar law; (f) the making by the Tenant of an assignment for the benefit of

creditors; or (g) the appointment of a receiver or trustee for the Tenant or any of the assets of the Tenant.

17.2 Notice: Opportunity to Cure. On the occurrence of any Event of Default, the Landlord will have the option to declare the same to be a Default hereunder by written notice to the Tenant specifying the nature of such Default. In the event the Tenant, to the reasonable satisfaction of the Landlord, cures a Default arising from the events specified at Section 17.1(a) within ten (10) days after receipt of such notice, or cures a Default arising from the events specified at Sections 17.1(b) or (c) within thirty (30) days after receipt of such notice, or cures a Default arising from the events specified at Sections 17.1(d) through (g) within ninety (90) days after receipt of such notice, the Landlord and the Tenant will be restored to their respective rights and obligations under this Agreement as if no Event of Default had occurred.

17.3 Remedies. On the failure of the Tenant to cure a Default within the time provided, the Landlord will have the option to do any one or more of the following without any further notice or demand, in addition to and not in limitation of any other remedy permitted by law or by this Agreement:

17.3.1 Termination. The Landlord may terminate this Agreement, in which event the Tenant will immediately surrender the Land and the Improvements to the Landlord, but if the Tenant fails to do so, the Landlord may, to the maximum extent permitted by law, without notice and without prejudice to any other remedy the Landlord might have, enter and take possession of the Land and the Improvements and remove the Tenant and the Tenant's property therefrom.

17.3.2 Reletting. The Landlord may enter and take possession of the Land and the Improvements as the agent of the Tenant without terminating this Agreement and the Landlord may relet the Land and the Improvements as the agent of the Tenant and receive the rent therefor, in which event the Tenant will pay to the Landlord, on demand, any deficiency that might arise by reason of such reletting; provided, however, the Landlord will have no duty to relet the Land or the Improvements and the failure of the Landlord to relet the same will not release or affect the Tenant's liability for Rent or for damages.

17.3.3 Option to Perform. The Landlord may perform or cause to be performed the obligations of the Tenant under this Agreement and may enter the Land and the Improvements to accomplish such purpose. The Tenant agrees to reimburse the Landlord on demand for any expense which the Landlord might incur in effecting compliance with the terms of this Agreement on behalf of the Tenant.

17.4 No Waiver. No action by the Landlord during the Term will be deemed an acceptance by the Landlord of an attempted surrender of the Land or the Improvements. No re-entry or taking possession of the Land or the Improvements by the Landlord will be construed as an election by the Landlord to terminate this Agreement, unless a written notice of termination is signed by the Landlord. Notwithstanding any such reletting, re-entry or taking possession, the Landlord may at any time thereafter elect to terminate this Agreement for a previous Default. The acceptance by the Landlord or payment by the Tenant of Rent following the occurrence of an Event of Default will not

be construed as the waiver of such Event of Default. No waiver of any Event of Default by the Landlord will be deemed to constitute a waiver of any other or future Event of Default hereunder. Forbearance by the Landlord to enforce one or more of the remedies herein provided will not be deemed to constitute a waiver of any Default. No provision of this Agreement will be deemed to have been waived by the Landlord unless such waiver is in writing signed by the Landlord. The rights and remedies granted to the Landlord in this Agreement are cumulative of every other right or remedy which the Landlord might otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies. If the Landlord brings any action for enforcement of any right under this Agreement or if the Landlord places any amount payable by the Tenant hereunder with an attorney for collection, the party against whom any final judgment is rendered agrees to pay the reasonable attorney's fees and other expenses incurred by the prevailing party in connection therewith.

17.5 Surrender. On the expiration or sooner termination of the Term, the Tenant will quit and surrender the Land and the Improvements to the Landlord in good order and condition, ordinary wear and tear excepted. The Tenant may remove or cause to be removed from the Improvements any personal property, trade fixtures, furniture and equipment which can be removed without material damage to the Land or the Improvements. Any such property not so removed by the Tenant within ten (10) days after the termination of the Term will become the property of the Landlord and the Landlord is hereby authorized to dispose of any such property free and clear of any claim by the Tenant thereto.

17.6 Holding Over. If the Tenant continues to occupy the Land or the Improvements after the expiration or other termination of the Term, such holding over will, unless otherwise agreed by the Landlord in writing, constitute a tenancy at will at a daily rental equal to the greater of \$1,000 per day or the fair market rental of similar properties used for similar purposes.

SECTION 18 - MISCELLANEOUS

18.1 Force Majeure. If either the Landlord or the Tenant is delayed or prevented from performing any term of this Agreement by reason of strikes, walkouts, inability to procure materials, failure of power, restrictive laws or regulations, riots, war or other reason beyond the party's control, then performance will be excused for the period of delay and the time for performance will be extended for a period equal to the period of such delay.

18.2 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been given when delivered personally to the party or, when actually received if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

To the Landlord:	Boys and Girls Club of Oxnard P.O. Box 220 Oxnard, CA 93032 Attention: Abe Olivares, Executive Director
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With a copy to:	Same
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To the Tenant:

City of Oxnard
300 West Third Street
Oxnard, CA 03030
Attention: City Manager

With a copy to:

Rupp, Holmberg & Zimmer
P.O. Box 1426
Oxnard, CA 93032-1426
Attention: Alan Holmberg, Esq.

18.3 Certificates. Either party will at any time and without charge, within ten (10) days after written request by the other, certify by written instrument as to: whether this Agreement has been supplemented or amended, and if so, in what manner; the validity of the Agreement as of the time the request is received; the existence of any Default by either party and any offsets, counterclaims or defenses on the part of the other party; the commencement and termination dates of the Term; and such other matters as might be reasonably requested. Such certification may be delivered to any mortgagee or purchaser, or prospective mortgagee or prospective purchaser, or to any other Person specified in the certificate. Information so communicated will be binding on the executing party and may be relied on by the party requesting the same and by the Person to whom the certificate is delivered.

18.4 Governing Law. This Agreement is being executed, delivered and is intended to be performed in Oxnard, California, and the substantive laws of the State of California will govern the validity, construction and enforcement of this Agreement.

18.5 Approvals. When approval by either the Tenant or the Landlord is required hereunder, such approval will not be unreasonably withheld. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be thirty (30) days after receipt of a written notice requesting such approval. If the party whose approval is required neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval of such action. If a party disapproves any action proposed by the other party hereunder, such disapproval will not be effective unless the reasons for such disapproval are stated in writing and provided to the party proposing the action.

18.6 Binding Effect. This instrument constitutes the entire agreement between the parties and may not be changed, modified, amended or supplemented except in writing, signed by both the Landlord and the Tenant. All other oral or written agreements, promises and arrangements in relation to the subject matter of this Agreement are hereby rescinded. This Agreement will be binding on each of the parties and their respective successors and permitted assigns. All Persons to whom any interest in this Agreement, the leasehold estate hereby created, the Land or the Improvements might be transferred in accordance with the terms of this Agreement will, by accepting such transfer, be bound by this Agreement to the same extent as if such transferee had been an original party hereto. This Agreement is intended to create rights between the Landlord and the Tenant and is not intended to confer rights on any other Person or to constitute such Person a third party beneficiary hereunder. If

at any time the Landlord or the Tenant is comprised of more than one Person, this Agreement will be jointly and severally binding on each Person comprising the Landlord and the Tenant.

18.7 Execution. This Agreement may be executed in multiple counterparts with the same effect as if both parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This Agreement will not be binding on or constitute evidence of an agreement until both parties affix their signature to a counterpart of this document.

18.8 Time. Time is the essence of this Agreement.

18.9 Merger. This Agreement and the leasehold estate hereby created will not merge with any other estate or interest in the Land or the Improvements by reason of the fact that the same Person might own or hold directly or indirectly: (a) the rights of the Tenant under this Agreement or the leasehold estate hereby created or any interest therein; and (b) any other estate or interest in all or any part of the Land or Improvements. No such merger will occur until such time as all Persons holding an interest in this Agreement and the leasehold estate hereby created and any such other estate or interest in the Land or Improvements or any part thereof join in a written instrument effecting such merger and duly record the same.

18.10 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. The parties intend that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

18.11 Recording. The Landlord and the Tenant agree that this Agreement will not be recorded, but that a memorandum hereof will be executed and delivered within ten (10) days after the written request of either party, which memorandum may be recorded in Ventura County, California.

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SECTION 19 - CONSTRUCTION

19.1 Construction. The descriptive headings contained elsewhere in this Agreement are for convenience only and are not intended to define the subject matter of the provisions of this Agreement.

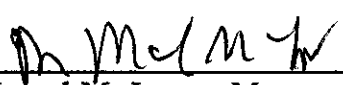
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Tenant:

CITY OF OXNARD

BOYS & GIRLS CLUB OF OXNARD

By:


 Dr. Manuel M. Lopez, Mayor

By:

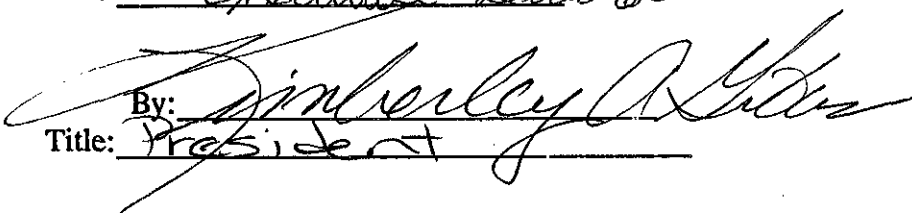
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 Executive Director

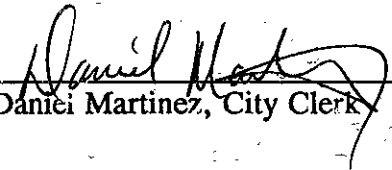
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By:

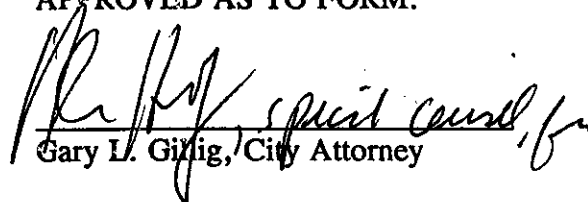
Title:


 President

By:


 Daniel Martinez, City Clerk

APPROVED AS TO FORM:


 Gary L. Gilig, City Attorney

APPROVED AS TO INSURANCE:

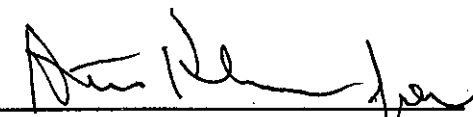

 James V. Fabian, Risk Manager

EXHIBIT A

An approximate 28,000 square foot multi-purpose activity building, constructed in accordance with all applicable City building standards and design review processes, containing a gymnasium, multi-purpose room, teen room, kitchen, arts and crafts room, activities room, and other amenities.

The building will be substantially similar to the design prepared by Ebbe Videriksen & Associates, Job No. 586, dated 9/9/97.

EXHIBIT B TO GROUND LEASE

USE OF PROPERTY

1. GENERAL HOURS OF OPERATION. The Tenant will open, staff and operate the Premises for Boys and Girls Club services for approximately 25 to 70 hours per week. At all other times the Premises shall be available for use by members of the general public under use agreements hereinafter described. In addition, the Landlord, as a City, will have the right to use the Premises as provided in this Exhibit. The Landlord and the Tenant will review the Tenant's proposed schedule of operations and activities at periodic intervals, to make certain that fair use of the Premises by Boys and Girls Club, the City and the general public is made available. If necessary, the parties will create written schedules pertaining to use and availability of the Premises.

2. SERVICES. The Tenant agrees to provide, organize, and maintain services and programs at the Premises. Supervised programs shall include those activities in accordance with guidelines provided by the Boys and Girls Club of America manuals, Standards for Self-Evaluation, and Commitment to Quality, the provisions of which are incorporated by reference. Programs and services initially offered will include the following:

- (a) Drop in Center - a low cost, safe environment for children when they are not in school;
- (b) Everyday Programs - which offer opportunities for youth to build self-esteem, confidence and a sense of belonging;
- (c) Athletic Facilities - an 8,000 square foot gymnasium plus a mat room;
- (d) Activities Center - a large game room for social interaction between members in table tennis, billiards, foosball and other table games.
- (e) Nutritional Center/Kitchen - where nutritional meals/snacks will be available at a low cost daily.
- (f) Health Education/Community Room/Classroom - a place for health professionals to offer prevention services and health screening for the children from low-income families. A place where community groups can meet, and a room that can be used for "power hour", a homework/tutoring assistance program.
- (g) Computer Learning Center - approximately 20 computers with Internet connections will help children improve their computer skills and their homework.

- (h) Children's Theater - a theater for drama, dance and musical performances, with seating for 150 persons.
- (i) Teen Center - a center for teens aging 13 - 18, with a safe, supervised environment.
- (j) Cultural Arts and Crafts Center - where children have the opportunity to express their creativity in the arts.
- (k) Special Interest Clubs - including biking, martial arts, card clubs, junior leaders, and many other areas of special interest.
- (l) Drug, alcohol and teen pregnancy prevention program - provided through "Smart Moves", a nationally acclaimed program developed by Boys & Girls Clubs of America.
- (m) Leadership and Citizenship Training - provided through National Keystone and Torch Club program and community services projects.
- (n) Outdoor and Environmental Education - including hiking, camping, sailing and other high-adventure trips.

Tenant may add to or delete programs, all in accordance with the standards of the Boys and Girls Clubs of America set forth above.

3. NON-DISCRIMINATION

3.1 In connection with Boys and Girls Club programs and operations, Tenant shall make the Premises and services available to all persons 18 years of age and younger, and shall not discriminate against any person or group on the grounds 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 the cities of Oxnard and Port Hueneme.

4. SUPERVISION BY THE TENANT.

- (a) The Tenant agrees to employ a director who shall be experienced and skilled in the management programs contemplated by this Agreement and who shall give full attention to the supervision of the operations of the Premises.
- (b) The Tenant agrees to provide an Operational Plan which shall delineate persons, both staff and/or Board members' areas of responsibility in the daily functions of

the Boys and Girls Club. The areas to be included in the Operational Plan are program supervision, janitorial services, building and grounds maintenance.

- (c) Daily program supervision shall be provided by sufficient paid and volunteer workers qualified in personality, character, experience, education and training for leadership and guidance of the Tenant's program participants.
- (d) The Tenant shall have an adult in attendance on the Premises during the hours of normal operation and at all events scheduled for evenings and weekends. This attendant shall be entrusted with the safety of participants and event attendees and be trained in procedures and standards established by the Boys and Girls Club of America.

5. **USE AGREEMENTS.** Members of the general public shall be permitted to use the Premises during hours other than those during which the Tenant operates programs for the Boys and Girls Club, as set forth in paragraphs 1 and 2 of this Exhibit. The Tenant shall not discriminate against any person or group on the grounds 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 the cities of Oxnard and Port Hueneme.

6. **USE FEES.** The Tenant may charge use fees for use of all or part of the Premises. Such fees shall be reasonable in amount, and shall be set to (a) maximize use by the public; (b) defray the direct cost of providing the Premises for the particular use; (c) contribute to the overall maintenance and operation of the Premises. A schedule of the Tenant's typical fees is attached to this Exhibit in Appendix 1. Tenant may waive rental fees in its discretion, for example, to accommodate charitable or non-profit groups.

7. **RULES AND REGULATIONS.** The Tenant shall prescribe reasonable rules, regulations and conditions of use of the Premises. These rules, regulations and conditions shall apply to all users of the Premises, and must be approved in writing by the Landlord. Such rules, regulations and conditions shall contain requirements that users other than the Landlord provide insurance coverage in amounts acceptable to the Landlord, and that the Landlord, its agents, employees, managers and city council members be named as additional insured on all policies of insurance. The Tenant's typical rules, regulations and conditions of use are attached to this Exhibit in Appendix 1.

8. **USE BY THE LANDLORD.** (a) The Tenant shall permit the Landlord to use the Premises at no charge, without liability to the Tenant, during the hours that the Tenant is not using the Premises, so long as such use does not interfere with regularly scheduled use by members of the public, under use agreements as set forth in paragraph 5.

- (b) The Landlord may also use, free of charge, all or part of the Premises if

such use does not conflict with the Tenant's use or rental use during normal hours of operation of Boys and Girls Club programs.

(c) The Landlord shall provide all support staff and other personnel necessary to carry on the Landlord's events and shall be responsible for all set up and clean up.

9. MEETING ROOMS. The Tenant shall make meeting rooms available free of charge for the City of Oxnard neighborhood council meetings, as long as at least five days advance notice is provided, and the room requested is not reserved for use at the time the request is made..

10. GENERAL CONDITIONS. The Tenant shall observe all laws, rules and regulations applicable to it by reason of the proximity of the Premises to the Oxnard Airport. The Tenant will carry on its activities at the Premises with due regard for the rights of persons in neighboring areas to privacy and freedom from excessive noise. The parking lot will be used for parking, ingress and egress activities only and will not be used for recreational or storage purposes.

11. ARBITRATION. In the event that the Landlord and the Tenant disagree as to the reasonableness of use schedules, use fees or use regulations, or any other matters covered by this Exhibit, they shall submit their dispute to arbitration under mutually agreed upon terms, or, if they cannot agree on terms, under the rules and procedures of the American Arbitration Association for commercial arbitration.

APPENDIX 1



**BOYS & GIRLS CLUB OF OXNARD
FACILITY RENTAL RATES/PORT HUENEME BRANCH**

A. Port Hueneme Branch located at 590 E. Pleasant Valley Rd., Port Hueneme # 271-9773

<u>Area</u>	<u>Capacity</u>	<u>Regular</u>	<u>Non profit</u>	<u>Holiday Rates</u>
1. Gym (Parties, Dance, etc.) (Includes chairs only no tables)	250	\$130/hour	\$65/hour	\$140/hour
2. Gym Basketball practice, games etc.		\$25/hour	\$20/hour	\$30/hour
3. Gym Sundays - Basketball games etc.		\$30/hour	\$20/hour	\$30/hour
4. Library	25	\$25/hour	\$20/hour	\$30/hour
5. Gamesroom	75	\$25/hour	\$20/hour	\$30/hour

B. Non-Profit Rates: Available Monday through Friday from 9:00 a.m. to 6:00 p.m. only.
Rates do not apply on weekends.

C. A \$200.00 deposit is required by the Club. Deposit is refundable (10) ten working days after event (Rooms must be swept, mopped, and all trash placed in large trash bin.)

D. Set up & decorating: \$20/hour. Set-up may be done on Friday Evenings after 6 p.m. or Saturday and Sunday mornings from 8 a.m.- 12 noon.

E. Kitchen: Use is **NOT** included in above rates. Kitchen use requires an additional **\$100.00** deposit and **\$50.00** use fee. (Catering service is available.)

F. Insurance Requirements:

Rental of facility requires insurance coverage in the amount of **\$300,000** for general liability and **\$100,000** for property damage. The **Boys & Girls Club of Oxnard** and the **City of Port Hueneme** shall be named as additional insured on the Certificate of Insurance which is due 10 days before event.

G. Security Guards:

One (1) security guard for every fifty (50) people is required. Security guards must be at location 1/2 hour before starting time and 1/2 hour after closing. Copy of rental agreement for security guards must be submitted 10 days before scheduled event. One (1) additional guard is required for Debut parties or parties with catered bars.

SECURITY COMPANY

Aztec Private Security Service
385-7100

H. Pot Lucks:

If a group using the facility is planning in bringing their own prepared food to serve, they are allowed to use electric crockpots and warming trays. These items must be equipped with a standard plug and use the standard outlet.

I. Permits:

A permit must be presented to the staff ten (10) days in advance of the event. Permits are required for a Debut, Wedding Reception, Dance and any kind of event with alcohol and entertainment.

Permits are required only by the City of Oxnard, Police and Fire Department. Permits are issued at the:

City of Oxnard
Licensing Department
305 W Third Street
Oxnard, 385-7817

***This is for the Oxnard locations only, no permit
necessary for Port Hueneme Branch.***

*** No Fee for Permit**

*** Office Hours: Monday - Thursday 8:00 am to 5:00 p.m., closed Friday**

APPROVED CATERING LIST

K.1.a

FOOD CATERERS

1. Sandy's Restaurant / Alex Galvin
4238 So. Saviers Rd. Oxnard
488-1419
2. Yolanda's Restaurant / Alvaro Cobian
2801 So. Saviers Rd. Oxnard
487-3895
3. Catering By Forrest/ Forrest Pinkard
P.O. Box 4, Oxnard
985-3780
4. Accapulco Restaurant/ Ricardo Dominguez
725 South Victoria Ave. Ventura
644-3952
5. Chicago Deli & Bottle Shoppe
Molly Shanahan
1930 Ventura Rd. Oxnard
485-5517
6. Classic Carrot Cafe
Craig & Dolores Wood
1847 E. Main Street Ventura
643-0406

BAR CATERERS

1. Sandy's Restaurant / Alex Galvin
4238 South Saviers Rd. Oxnard
488-1419

Please inform interested caterers about the Boys & Girls Club Food & Bar policies. For additional information, have caterer contact Boys & Girls Club office during office hours Monday to Friday 9am to 6:00 p.m. No caterer will be permitted to use facility without a business license and proof of insurance.

From: Boys & Girls Clubs of Oxnard - South Oxnard Center
Subject: Catering Services for Facility Rentals
Contact: Abe Oliveras, Executive Director 981-1789
Jaime Zendejas, Branch Director 271-9773

The Boys & Girls Clubs of Oxnard/Port Hueneme rents the facility for wedding receptions, debuts, dances and any other entertainment.

Our rental agreement requires that all renters who would like their event catered to select a caterer from the provided list. To be on the list, caterers must meet the following requirements:

1. A cleaning deposit of \$100 is required for all Food & Bar Caters. The deposit is refundable if kitchen or bar is left clean.
2. A flat fee of \$125 for all food caters is required by the Boys & Girls Club of Oxnard for use of the kitchen.
3. A flat fee of \$150 for all Bar caters is required by the Boys & Girls Club of Oxnard.
4. Proof of insurance is required, naming the Boys & Girls Club of Oxnard and the City of Oxnard as additional insures. Insurance coverage of \$1,000,000 for general liability and \$1,000,000 for property damage is required.

A complete agreement between the renter and the cater must be submitted to the Boys & Girls Club of Oxnard office (10) ten days before the event.

If your are interested and would like to be on our list of caters, please call the office at 981-1789.

1. Application must be submitted to the administrative office two weeks in advance of requested date. Representative of organization must be at least 21 years of age.
2. A damage & cleaning deposit of \$200 is required when the application is submitted. Deposit will be refunded within ten (10) days after use of the building, subject to approval of inspection.
3. 100% of fee shall be paid ten (10) days before said event, unless rental is on a continuing basis at which time group will be billed.

Ten days notice (10) required for cancellation of event. Failure to comply with this requirement will result in total loss of damage and cleaning deposit.

4. Sponsoring organization shall provide a Certificate of Insurance naming the Boys & Girls Club of Oxnard and the City of Oxnard as additional insured against liability for injury to persons or property on the Boys & Girls Club of Oxnard premises or vicinity while being used by the sponsoring organization. The minimum amount of coverage required is \$300,000 liability and \$100,000 property damage.
5. Sponsoring organization shall execute a Hold Harmless Agreement indemnifying, defending and holding the Boys & Girls Club of Oxnard free from any claims or liability in the event of injury to persons or damage to the club.
6. Boys & Girls Club does not provide tables or chairs for the Harriet H. Samuelsson Branch.
7. When using facility, sponsoring organization shall furnish adequate and responsible adult supervision to prevent damage or injury to persons or property. In the event of parties or dances a professional security service company must be hired. Proof of hire must be presented to the Boys & Girls Club office.
8. All equipment used must be cleaned and stored in designated areas.
9. Any keys checked out must be returned before deposit is refunded.
10. All trash must be picked up and placed in trash containers or trash bins. Facility must be returned to its original condition.
11. No alcoholic beverages will be allowed on premises unless approved by the Boys & Girls Club administration. Use of marijuana and other illegal drugs/substances is prohibited. Sale of alcohol requires appropriate ABC license and City Permit.
12. Announcements of event shall avoid statements or implications of Boys & Girls Club sponsorship.
13. The Boys & Girls Club shall not be responsible for lost or stolen articles.
14. Special decorations must be approved by the Executive Director.

15. No animals allowed on Boys & Girls Club premises.
 16. No equipment or furnishings may be removed from the building.
 17. Access to the Boys & Girls Club offices is not permitted. Use of the telephones at the reception desk and concession counter is limited to local emergency calls.
 18. No disorderly conduct will be tolerated. Disorderly individuals will be asked to leave the premises.
 19. The following clean-up procedures shall be observed;
 - A. Facilities left in clean condition and all rubbish removed.
 - B. All electrical equipment turned off and unplugged from outlets.
 - C. All windows and doors closed and locked.
 20. Special condition(s) of rental/rental fees: _____
 21. Noise maximum levels should be limited to those which have been established for the MIA zone. All music must be off by 11:30 p.m.
 22. Legal requirements and occupancy limits must be observed.
 23. The Boys & Girls Club reserves the right to cancel any use permit upon seven (7) days written notice.
 24. Failure to comply with any of the above rules will result in expulsion of an individual or the entire group.
 25. Variations of policies or waiver of fees must have the written approval of the Executive Director.
 26. Buildings shall be available for public use Monday-Saturday from 8 a.m. to 12 midnight, and Sundays 8 a.m. to 10 p.m.
 27. No rental organization shall conduct any prohibited activity that advocates the following:
 1. Advocacy for overthrow of federal or state government.
 2. Advocacy of religious intolerance.
- I, as an authorized representative of the sponsoring organization or as an individual user, have had the opportunity to read and agree to the conditions of rental, as set forth in this application by the Boys & Girls Club of Oxnard.

Signature

Title

Sponsoring Organization

Date

GUIDELINES FOR CLOSURE OF RENTALS/SPECIAL EVENTS

The following violations will automatically result in the closure of a rental/special event (dance, fiesta, etc....):

1. **FIGHT**
 - A. 1st time - closure of event
2. **FALSE ALARM SET-OFF**
 - A. 1st time - warning
 - B. 2nd time - closure of event
3. **NOISE LEVEL - Bands or DJ (too loud)**
 - A. 1st time - warning
 - B. 2nd time - warning
 - C. 3rd time - closure of event

The guidelines for the closure of a rental/special event have been reviewed with me by a Boys & Girls Club staff member. I fully understand and will abide by these guidelines.

Name of Renter

Date

Signature

Boys & Girls Club Representative

Date

Signature

FACILITY RENTAL **REFUND DEPOSIT POLICY**

Renters will receive their full cleaning and damage deposit under the following conditions:

1. There is not damage to the facility. Any damage will be deducted from the deposit amount.
2. The facility must be left clean and all tables and chairs must be put away. Cleaning of the facility includes;
 - A. All trash must be emptied into large trash bin.
 - B. All chairs and tables must be put away in closet storage area
 - C. Hall floors must be swept and mopped.
 - D. Restroom floors and hallway must be swept and mopped.
 - E. If kitchen is used, all counters and stove area must be cleaned. Kitchen floors must be swept and mopped and all trash must be emptied in large trash bin.
3. If you would like to use the kitchen an additional \$50.00 fee will be charged for use of the kitchen as well as an additional \$100.00 deposit.

The refund deposit policy has been reviewed with me by the Boys & Girls Club of Oxnard/Port Hueneme. I fully understand and will abide by these rules.

Signature of Renter

Date

Boys & Girls Club Representative

Date

HOLD HARMLESS AGREEMENT

Name of Organization _____ Tele # _____

Purpose of Use _____ Building To Be Used _____

The undersigned hereby agrees to comply with the Boys & Girls Club of Oxnard policy and will be personally responsible on behalf of the above-named organization for any damage sustained by the building or property accruing through the use of said property by said organization.

The undersigned, further agrees to save harmless and to indemnify the Boys & Girls Club of Oxnard, its governing board, the City of Oxnard and authorized agents or representatives, municipal, county and state officials from every claim or demand which may be made by reason of;

- A. Any injury to person(s) or property sustained by the undersigned or by any person associated directly or indirectly with him/her or in connection with this activity, however caused; and
- B. Any injury to person(s) or property sustained by any person caused by any act, neglect, default or omission of the undersigned or of any person associated directly or indirectly with him/her in connection with this activity whether the said injury or damage occurs upon or adjacent to the property. The undersigned at his own cost, expense and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Boys & Girls Club on any such claim or demand and pay or satisfy any judgment that may be rendered against the Boys & Girls Club in such action, suit or legal proceedings or result thereof.

The undersigned states that, to the best of his knowledge, the property for use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime.

Signature _____ Date _____

Name of Organization _____

Address _____ City _____ Zip _____

For Office Use Only:

Approved by the Boys & Girls Club of Oxnard's Executive Director _____

Date _____

**INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS
(WITHOUT AUTOMOBILE LIABILITY REQUIREMENT)**

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.

a. Commercial General Liability Insurance, including a Contractual Liability Endorsement, 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 CG0001ED, November 1983). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. 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.

c. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

2. Lessee shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-N. 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 occupation of the premises. 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. Lessee 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. Lessee 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 lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee. 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 attached to this Exhibit INS-N or substitute form containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements.

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages. 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 lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number.

Endorsement Forms

Original endorsement is required for commercial general 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-N.WPD

ACCORD 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 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. 3rd 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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

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

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT ("**First Amendment**") dated as of January 28, 2014 amends that certain Ground Lease Agreement dated August 11, 1998 ("**Ground Lease**"), by and between The Boys & Girls Club of Oxnard, a non-profit corporation ("**Tenant**") and the City of Oxnard, a municipal corporation ("**Landlord**").

Tenant and Landlord agree as follows:

1. Paragraph 2, "Services," of Exhibit B, "Use of Property," is hereby deleted in its entirety and replaced with the following:

"2. SERVICES. The Tenant agrees to provide, organize, and maintain services and programs on the Land. Such services and programs shall be those that the Tenant's Board of Directors approves that are consistent with the mission and values of the national organization, the Boys & Girls Clubs of America (BGCA). The Landlord reserves the right to require that Tenant provide Landlord with written approval from BGCA as to the suitability of any specific service or program proposed for the Land when such service or program requires the approval of an entitlement or permit from the City of Oxnard.

Examples of typical services and programs supported and approved by BGCA include:

- Drop in Center - a low cost, safe environment for children when they are not in school;
- Everyday Programs - which offer opportunities for youth to build self-esteem, confidence and a sense of belonging;
- Athletic Facilities - an 8,000 square foot gymnasium plus a multipurpose room, for weights or dance or offices;
- Activities Center - a large game room for social interaction between members in table tennis, billiards, foosball and other table games;
- Nutritional Center/Kitchen - where nutritional meals/snacks will be available at a low cost or no cost daily;

COUNCIL APPROVAL
DATE: 2-25-14 AGENDA # 5-4

- Computer Learning Center - approximately 20 computers with Internet connections will help children improve their computer skills and educational assignments;
- Children's Theater - a theater for drama, dance and musical performances, with seating for 150 persons;
- Pre-School Center - for children 3 to 6, as licensed by the State of California;
- Teen Center - a center for teens ages 13-18 with a safe, supervised environment;
- Cultural Arts and Crafts Center - where children have the opportunity to express their creativity in the arts;
- Special Interest Clubs - including biking, martial arts, card clubs, junior leaders, and many other areas of special interest;
- Drug, alcohol and teen pregnancy prevention programs - provided through "Smart Moves" a nationally acclaimed program developed by Boys & Girls Clubs of America;
- Leadership and Citizenship Training – provided through National Keystone and Torch Club programs and Community Services projects;
- Outdoor and Environmental Education - including hiking, camping, sailing and other high adventure trips.

Tenant may add to or delete programs, all in accordance with the standards, mission, and values of the Boys & Girls Clubs of America."

2. Except as otherwise expressly provided in this First Amendment, all terms and conditions of the Ground Lease shall remain the same.

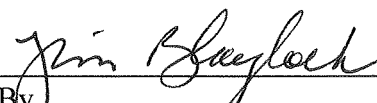
[SIGNATURES ON FOLLOWING PAGE]

LANDLORD:
CITY OF OXNARD



Tim Flynn, Mayor

TENANT:
BOYS & GIRLS CLUB OF OXNARD

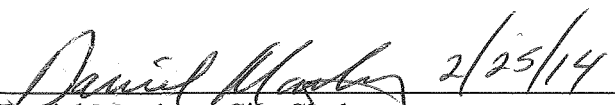


By



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ATTEST:

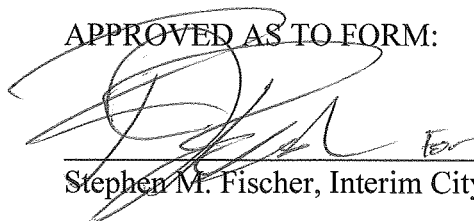
 2/25/14

Daniel Martinez, City Clerk

By

Its

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

By

Its

APPROVED AS TO CONTENT:



James Cameron, Chief Financial Officer

APPROVED AS TO INSURANCE:



Risk Manager

ACORD

CERTIFICATE OF LIABILITY INSURANCE

#107

K.1.b

DATE (MM/DD/YYYY)

04/02/2013

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 Laubacher Insurance Agency Calif. Lic. #0593569 P.O. Box 31 Oxnard, CA 93032		CONTACT NAME: PHONE (A/C, No, Ext): 805.483.2477 FAX (A/C, No): 805.483.8254 E-MAIL ADDRESS:															
INSURED Boys & Girls Club of Greater Oxnard and Pt. Hueneme 1900 W. 5th Street Oxnard, CA 93030		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins. Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 2013 - 2014 ALL

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.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK999519	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOC					
A	AUTOMOBILE LIABILITY		PHPK999519	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS	☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS				
A	UMBRELLA LIAB		PHUB416088	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	EXCESS LIAB					
	☐ OCCUR ☐ CLAIMS-MADE					
	☐ DED ☒ RETENTION \$ 10,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					
	Property		PHPK999519	04/01/2013	04/01/2014	Limit: \$275,000 Ded: \$1,000 Special Form, Replacement Cost

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

The City of Oxnard, its officers, agents, employees and volunteers are named as additional insureds as respects operations of named insureds.

30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
 Attn: Risk Manager
 300 W. Third St., #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

Thomas Laubacher

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POLICY NUMBER: PHPK999519

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Oxnard

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 | Copyright, Insurance Services Office, Inc., 1982

CCO/IV600-30/h:common/forms.addinsurgeneral.doc

(rev 2/05)



BOYSAND-01

CUC

K.1.b

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2014

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.

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PRODUCER Brown & Brown Insurance License # 0D04053 P.O. Box 61010 Santa Barbara, CA 93160-1010		(805) 965-0071	CONTACT NAME: Laura Siegel PHONE (A/C No. Ext): (805) 690-2616 E-MAIL ADDRESS: lsiegel@bbofcal.com FAX (A/C No): (805) 690-2716
INSURED Boys and Girls Club of Great Oxnard & Port Hueneme 1900 W 5th Street Oxnard, CA 93035-		INSURER(S) AFFORDING COVERAGE INSURER A: New York Marine and General Insurance Co, 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						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 ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						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		N/A	WC201300004298	10/6/2013	10/6/2014	☒ WC STATUTORY LIMITS ☐ 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard
Attn: Risk Management
300 West Third Street
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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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: November 1, 2016

TO: City Council

FROM: Daniel Martinez
City Clerk

A handwritten signature in black ink that reads "Daniel Martinez".

SUBJECT: Minutes of October 11, 2016

CONTACT: Daniel Martinez, City Clerk
Daniel.Martinez@oxnard.org, 385-7803

RECOMMENDATION:

Approve City Council Minutes of October 11, 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:

Attachment A cc161011

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
October 11, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Housing Authority. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Police Chief; Stephen Fischer, City Attorney; Arturo Castillo, Housing Director, Ashley Golden, Development Services Director, Daniel Rydberg, Public Works Director and Dean Yamamoto, Parks Maintenance Supervisor.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

ITEMS REMOVED FROM AGENDA

The City Council concurred to removed K-2(b) from the agenda.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating October 13, 2016 as "Community Safety and Anti-Violence Day".

DISCUSSION: Mayor Flynn read and presented proclamation to Scott Whitney, Police Chief, who commented on community safety, use of body cameras and working to create trust in the community.

Public comments received from: Rebecca Limon and Claudia Limon.

2. SUBJECT: Presentation of a Resolution Commending Paul Lemos for Ten Years of Service on the Parks and Recreation Commission.

DISCUSSION: The City Council presented Resolution to Mr. Lemos who thanked the community for serving the community regarding baseball leagues and recreation activities.

ACTION: Moved to approve **Resolution 14,965** (Ramirez/Padilla) unanimously.

3. SUBJECT: Presentation of a Commendation to Oxnard Police Activity League Boys Soccer Club.

DISCUSSION: The City Council presented commendation to Oxnard PAL Soccer Club which included Adrian Castro, Alex Cruz, Alfredo Maldonado, Angel Gonzalez, Armando Hernandez, Brian Alvarez, Jared Gomez, Jeovany Barron, John Paul Melgoza, Bryant Lobato, Christian Olivares, Eric Ayala, Luis Melgoza, Miguel Garcia, Ramon Melgoza, Ethan Zamora, Isaac Lara, Ivan Rodriguez, Raymond Miranda, Ronaldo Valderrama, Uriel Mendoza, Coaches Juan Pablo Melgoza, Miguel Garcia, Luis Melgoza and Manager Patty Melgoza.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Peter DeDomenico (City Clerk candidate); Daniel Chavez (Council candidate); George Miller (candidate forum); Jackie Tedeschi (Firehouse presentation); Jonathan Royas (City Treasurer candidate); Connie Korenstein (Steampunk Festival); Paula Bass (Steampunk Festival); Robert Rexford (Highway “1” speed limit, condition of Butler Road); Joyce Abajian (computer cable update); Judy Dugan (proposed Harbor apartments); Amanda Fagan (AICUZ open house meeting); Cynthia Gonzalez (CCTV community cameras); Pat Brown (tarp on business roof); Frank Lopez (Veteran’s Day Events); Aaron Starr (Council candidate, Measure “M”); and Al Velasquez (municipal budget issues, costs of City services).

G. REPORT OF CITY MANAGER

The City Manager reported on: receiving the Helen Putman Award; Union Bank credit extension; upcoming Council report on “streets” and State Controller letter regarding audit report (with a special report on October 27).

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

Councilmembers commented on: working with the community to “fight crime” in the community; attending California League of Cities; lack of proper housing in California; inviting public to tour wastewater facilities; Homelessness issues and upcoming Veteran’s Day events.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Comments received from City Clerk (K-1) and Parks Maintenance Supervisor (K-3).

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Orlando Dozier (K-3) and Daniel Chavez (K-3).

K. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: City Council Minutes of September 6, 13 and 20 and October 4, 2016.
RECOMMENDATION: Approve City Council Minutes of September 6, 13, 20 and October 4, 2016.*

City Manager Department2. SUBJECT: Agreements for City Council Review

RECOMMENDATION: 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) N. Curtis for the purchase of breathing apparatus (\$104,464); B) Zumar Industries, Inc., for the purchase of street signage material (\$75,000) removed from agenda.*

Public Works Department3. SUBJECT: Approve Plans and Specifications No. GS15-15 for the RiverPark Community Facilities District No. 5 Dog Park at Windrow Park

RECOMMENDATION: That City Council approve the plans and specifications No. GS15- 15 for the RiverPark Community facilities District No. 5 Dog Park site at Windrow Park and authorize staff to solicit bids.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of K-1 minutes of 10/04/2016 and K-2(b). (Perello/Ramirez) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

L. PUBLIC HEARINGSM. APPOINTMENT ITEMSN. REPORTSCity Manager Department1. SUBJECT: Status Report on the 128 Recommendations Found in the Organizational Assessment and the 111 Internal Control Recommendations from the 2015 Audit.

RECOMMENDATION: Receive a status update on the Organizational Assessment's Implementation Action Plan (IAP) that re-prioritizes the 128 recommendations adopted by Council on July 21, 2015 and the City's plan to address the 111 Internal Control recommendations from the recent 2015 Audit.

DISCUSSION: The Assistant City Manager updated the City Council on the "status" of addressing organizational issues and strategy to address issues. The City Manager commented on process, creating leadership to solve issues, increasing staffing levels and "time" needed to address issues.

Public comment received from: Orlando Dozier.

The Council discussed several issues including the updates of the organization assessments, impact fees, the "time" to solve issues, performance profiles, reporting schedule, possible placement of cameras and bond "credit" ratings.

ACTION: The City Council provided comments and directions to staff.

Housing Department

2. SUBJECT: Approval of Loan Agreements with Many Mansions for the Vista Pacifica Development.

RECOMMENDATION: Approve and authorize the Mayor to execute a HOME Participation Agreement (A- 7911), an Affordable Housing Agreement (A-7912) and an HOME CHDO Set-Aside and In-lieu Fee Funds Loan Agreement (A-7913) with Many Mansions, providing gap financing in the amount of \$800,000 for the construction of thirty-nine (39) very low-income affordable rental units and 1 unrestricted manager's apartment commonly known as the Vista Pacifica Development located at 5527 and 5557 Saviers Road; Approve a budget appropriation of \$328,694 from the Oxnard Housing In-lieu fees fund and \$2,850 from HOME-CHDO Set Aside funds. Authorize the City Manager or designee to make necessary corrections or modifications in the attached agreements in order to conform them to each other or to make them consistent with the provisions of the staff report.

DISCUSSION: The Housing Director reviewed the proposed housing including eligible residents, providing "supportive" services, use of "HOME" funding, impact on the community, the City having "no" liability with this action and returning to Council in the future to discuss "deferred impact fees".

Rich Shearer and Alexander Russell, Many Mansions, reviewed Many Mansions "affordable housing" building experience, management of property experience, "on-site" services would be provided and having laundry service on-site.

Henry Casillas, development consultant, commented on issues of the "initial" developer and that the "past" Council approved this development.

The Development Services Director commented on the "update of the housing element" numbers and future discussion on housing options.

Public comments received from: Daniel Chavez; Steve Nash and Pat Brown.

The City Attorney commented on the "liability" responsibilities of the developer.

The City Council discussed: providing the community "good" housing options; the "initial" project being approved; City's "liability" obligations; having centralized laundry service; possible "rental inspection" program and meeting "unmet" housing needs.

ACTION: Approved as recommended. (MacDonald/Padilla). Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

CITY COUNCIL

At 9:57 p.m., the City Council recessed while the Housing Authority held a meeting. At 10:03 p.m., the City Council reconvened the City Council meeting.

HOUSING AUTHORITY

At 10:03 p.m., the joint meeting with the Housing Authority concluded.

ACTION: The City Council concurred to continue the meeting after 10:00 p.m. to address N-4.

Public Works Department

4. SUBJECT: Approve Amendment with CV Strategies for Public Works Outreach (5/15/10)
RECOMMENDATION: Approve a First Amendment to Agreement No. 7567-16-PW with CV Strategies for a one year total not-to-exceed amount of \$73,550 with a total contract amount of \$98,250 to implement utility rates outreach services.

DISCUSSION: The Public Works Director reviewed “public” outreach efforts, answering questions, increasing outreach (community report), providing water testing results and having a program that only provides “education” to the community.

Tara Bravo, CV Strategies, reviewed the “outreach” program to only educate the community.

The City Manager discussed the efforts to communicate with community.

The City Attorney stated the “public outreach” program was to answer community questions and educate the community including the operation system.

Public comments received from: George Miller; Alicia Percel; Aaron Starr and Pat Brown.

The City Council discussed: use of “storm” water on-site; infrastructure needs; outreach program and legal restrictions to provide information to the public.

ACTION: Approved as recommended. (Ramirez/Flynn). Ayes: Ramirez, Padilla and Flynn. Noes: MacDonald and Perello.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 11:03 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: November 1, 2016

TO: City Council

FROM: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

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. Aleshire & Wynder, LLP., to provide advice and representation concerning Rice Avenue/Highway 101 Interchange (\$200,000).

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 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.

Agreements for City Council Review
November 1, 2016
Page 2

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 November 1, 2016

City Manager Contract List for 11/01/2016

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

A Attorney Services Agreement

Vendor: Aleshire & Wynder, LLP
 Type: Original Agreement
 Agreement No.: 7598-16-CA
 Amendment No.: N/A
 Purchase Order No.:
 Begin Date: 10/18/2016
 End Date: 10/18/2019
 Term: 3 years

Amount to be Approved:
 Current FY Amount:
 Total Contract Amount:
 Funding Source:
 Vendor Selection Process:
 # of Bids/Proposals/Quotes:
 Project Manager:
 Department:
 Telephone:
 Email:

\$200,000
 \$200,000
 Development Fees Funds and General Fund
 Negotiated Contract
 N/A
 Stephen M. Fischer
 City Attorney
 385-7483
 leanne.daly@oxnard.org

Purpose:

Staff is requesting authorization to enter into an agreement with Aleshire & Wynder, LLP., to provide advice and representation concerning the Rice Avenue/Highway 101 Interchange condemnation issues as well as general legal advice. The firm's previous contract is reaching the not to exceed amount and was entered into in 2010. Funding for the condemnation issues is paid from Development Fees Funds and general legal advice is paid from the General Fund.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: November 1, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Ashley Golden
Development Services Director

A handwritten signature in blue ink, appearing to read "Ashley Golden".

SUBJECT: Planning and Zoning Permit No. 16-580-01 (Zone Text Amendment) - Final and Parcel Subdivision Map Approval, and Acceptance and Consent to Deeds or Grants.

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

RECOMMENDATION:

That the City Council: 1) Introduce an Ordinance amending Sections 15-52 through 15-56, 15-60, 15-62 and 15-67 of Division 3, Article III, of Chapter 15 of the City of Oxnard Municipal Code relating to Final and Parcel Subdivision Map approval by the Development Services Director; and 2) Repeal Resolution No. 1939 and approve a Resolution authorizing the Development Services Director and Public Works Director to accept and consent to deeds or grants to the City of Oxnard conveying interests in or easements upon real estate.

BACKGROUND

As part of the adopted 2016-2017 City budget, the City Council approved a two-year strategic business plan that identified goals and objectives. Goal 4 of the two-year strategic plan identifies the implementation of a "one stop shop" effort at the City's Service Center. Within Goal 4, Objective 4a is to streamline internal processes to ensure government efficiencies.

To help accomplish the goals and objectives identified in Goal 4 staff proposes to:

1. Authorize the Development Services Director (herein referred as Director) to approve Final and Parcel Maps (herein referred to as “Maps”); and
2. Authorize the Development Services Director and Public Works Director to accept and consent to deeds or grants to the City of Oxnard conveying interests in or easements upon real estate for public purpose use.

Revisions to Map Approval Process

The process to subdivide land is outlined in the Subdivision Map Act and carried out through local agencies and local ordinances. Specifically for Oxnard, City Code Chapter 15 implements the Subdivision Map Act. The subdivision of land requires both a tentative map and final map/parcel map. In the City of Oxnard, the City Code requires that both the tentative map and final map/parcel map be approved by the City Council.

City Code Section 15-41 of Division 3, Article III, states that the city council shall approve, conditionally approve or disapprove a tentative subdivision map. After approval of a tentative map the developer prepares final map, or parcel map, in accordance with the approved, or conditionally approved, tentative subdivision map. Pursuant to City Code Section 15-55, the City Council shall approve the final map, or parcel map, if it conforms to all the requirements of the Subdivision Map Act and the conditions of approval of the tentative subdivision map. In other words, the City Council has a ministerial obligation to approve maps that comply with all applicable requirements.

In many jurisdictions the final map/parcel map process is handled at a staff level. To improve efficiencies for the City Council and the development community, staff recommends that the City Council continue to thoroughly review tentative subdivision and parcel maps, and authorize the Development Services Director to approve final/parcel maps if they conform to all the requirements of the Subdivision Map Act, Chapter 15, and all conditions of approval imposed on the tentative subdivision map.

The City Code text amendments are provided in Attachment A. To ensure the community and City Council are informed of pending reviews and decisions the city code text amendments provide for:

1. the Director to notify the Council at a regularly scheduled meeting when a final map is received and under review for final approval;
2. the city clerk to provide notice of any pending approval or disapproval by the director, which notice shall be attached and posted with the city council’s regular agenda and shall be mailed to interested parties who request notice; and
3. the City Council to be notified of all final and parcel maps reviewed by the Director.

Staff Authority to Accept Deeds and Grants (Easements)

Background

It is common that a condition of approval is imposed on a development project that requires the property owner to grant the City a property right, such as an easement for public access or utility use. A property owner might also offer to grant the city an easement right to allow coastal access, or for installation and maintenance of utility lines, such as water. For the purpose of this report these are referred to as easements. To accept an easement the city must accept the proposed offer.

On February 11, 1958, the City Council adopted Resolution No. 1939 (see Attachment B) authorizing only the Mayor or Mayor Pro Tempore to accept and consent to easements to the City conveying interests in, or easements upon, real estate for public purposes as allowed by Government Code Section 27281. As a result, staff is not authorized to accept such easements. The existing process is contrary to Council's Strategic Plan, Objective 4.a, which is to streamline internal processes to ensure government efficiencies.

Proposed solution

Pursuant to Government Section 27281, cities may adopt a resolution to authorize one or more officers or agents to accept and consent to such deeds or grants (easements). The proposed amendment would authorize the Development Services Director and Public Works Director to have independent signing authority to accept and consent to deeds and grants to the City conveying interests in or easements upon real estate for public purpose (see Attachment C). As the process is today, staff thoroughly reviews and presents easements that go before the Mayor and Mayor Pro Tempore to ensure that such easements are consistent with required conditions of approvals. By allowing the Development Services Director and Public Works Director to independently accept and consent to easements, staff will be able to process and execute easements expeditiously and efficiently while ensuring that such easements are consistent with the review and approval issued by the original reviewing body.

Summary

The zone code text amendments have been drafted to ensure that the general public is aware of the pending Director's review and decision, includes City Council oversight, and an appeal process. The amended text allows staff to process Final and Parcel Maps in an expeditious fashion but with clear direction from the City Council. Additionally, the repeal of Resolution No. 1939, and the adoption of the Attached Resolution (Attachment B) extends the opportunity for the City to expeditiously and efficiently accept or consent to deeds and grants.

Planning and Zoning Permit No. 16-580-01 (Zone Text Amendment)
November 1, 2016
Page 4

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 4: Implement a "one stop shop" effort at the City's Service Center

Objective 4a: Streamline internal process to ensure government efficiencies.

FINANCIAL IMPACT

There is no financial impact associated with this proposed action.

ATTACHMENTS:

Attachment A. Ordinance Final and Parcel Map ZTA Nov 1

Attachment B. Resolution 1939 Nov1

Attachment C. Resolution Easements Authority Nov 1

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING SECTIONS 15.52 THROUGH 15.56, 15.60, AND 15.62 OF
DIVISION 3, ARTICLE III, OF CHAPTER 15 OF THE CITY OF OXNARD
MUNICIPAL CODE RELATING TO FINAL AND PARCEL SUBDIVISION
MAP APPROVAL BY THE DEVELOPMENT SERVICES DIRECTOR

WHEREAS, the Subdivision Map Act (Gov. Code § 66410, et seq.) governs the approval of final and parcel map applications in the City of Oxnard ("City"); and

WHEREAS, the City Council currently determines whether an application for a final map or a parcel map conforms to all the requirements of the Subdivision Map Act; and

WHEREAS, the City has a ministerial duty to approve Final Subdivision Maps that comply with applicable law; and

WHEREAS, it would be more efficient, and a cost savings measure if the Development Services Director (herein referred to as "director"), rather than the City Council approve Final Subdivision Maps; and

WHEREAS, Government Code sections 66458(d) and 66463(b) authorize the City Council to delegate to a public official the authority to consider and approve or reject a final map or a parcel map.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

SECTION 1: Sections 15-52 through 15-56, 15-60, 15-62 and 15-67 of Article III, Chapter 15 of the City Code are hereby amended to read as follows (additions and deletions are noted in legislative format):

SEC. 15-52. IMPROVEMENT AGREEMENT AND BONDS.

(C) The developer shall submit to the ~~city council~~ **director** the partially executed improvement agreement, the security required thereunder, and any information required to enable the ~~city council~~ **director** to consider the agreement on or before the date set by the ~~city council~~ **director** to consider and act upon the final map or parcel map.

SEC. 15-53. SUBMISSION FOR EXAMINATION; REJECTION AND APPROVAL.

(D) After a final map or parcel map is endorsed by the city engineer, the subdivider shall file with the Planning Division an application for ~~city council~~ **director** approval of the final map or parcel map.

SEC. 15-54. SUBDIVIDER'S MEMORANDUM AND REQUIRED DATA.

An application for a final map or parcel map submitted to the ~~city council~~ **director** shall be accompanied by:

SEC. 15-55. ~~CITY COUNCIL~~ **DIRECTOR** ACTION.

~~Within ten days after the filing of an application for a final map or a parcel map, or at the city council's next regular meeting after the meeting at which the city council receives the application, whichever is later, the city council the City Council shall approve the final map or parcel map if it conforms to all the requirements of the Subdivision Map Act, of this chapter, and every condition of conditional approval previously imposed thereunder upon the tentative subdivision map.~~

If the City receives an application for a final map or parcel map:

- (A) The director shall notify the City Council at its next regular meeting after the director receives the map that the director is reviewing the map for final approval.**
- (B) The city clerk shall provide notice of any pending approval or disapproval by the director, which notice shall be attached and posted with the city council's regular agenda and shall be mailed to interested parties who request notice.**
- (C) The director shall approve or disapprove the final map within 10 days following the meeting of the city council that was preceded by the notice in (B), above.**
- (D) The director's action may be appealed to the city council pursuant to the appeal procedures set forth in section 15-25.**

The city council shall periodically review the delegation of authority to the director.

SEC. 15-56. DEDICATIONS; ACCEPTANCE.

All streets, highways, easements and parcels of land shown on the final map or parcel map which are intended for public use shall be offered for dedication for public use by the subdivider, and the ~~city council~~ **director** shall have the right to reject, accept or conditionally accept the offers of dedication.

SEC. 15-60. COMPLIANCE WITH REQUIREMENTS AND CONDITIONS; WAIVER OF TECHNICAL ERRORS.

(B) Any such disapproval shall be accompanied by a finding identifying the requirements or conditions which have not been met or performed. Where the failure of any map to meet or perform any requirement or condition is the result of a technical and inadvertent error which, in the determination of the ~~city council~~ **director**, does not materially affect the validity of any map, the map may be approved.

SEC. 15-62. DENIAL ON SPECIFIC FINDINGS; EXCEPTIONS.

(A) Approval and recommendation thereof shall be denied to any map by the **director**, city council or the commission on any of the following findings:

15-67. DEFERMENT OF SUBMISSION OF DOCUMENTS OR PAYMENT OF FEES.

The **director** ~~city council~~ may for cause defer to a date certain, not to exceed 30 days, the submission of documents or the payment of fees required at the time of filing a final map or parcel map or required prior to **the director** ~~city council~~ consideration of a final map or parcel map.

Part 2. Severability: If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Part 3. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Part 4. Publication. Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance _____ was first read on _____ 2016.

Part 5. The City Council hereby finds that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(2) of the Guidelines to the California Environmental Quality Act because this resolution constitutes "general policy and procedure making." Therefore, CEQA does not apply to this action.

Ordinance No. _____
PZ 16-580-01 (Zoning Text Amendment)
Page 4

PASSED AND ADOPTED this 1st day of November, 2016 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

RESOLUTION NO. 1939

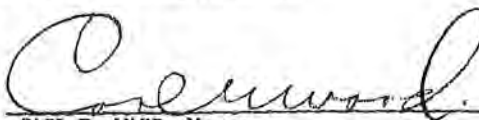
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE MAYOR OR MAYOR PRO TEMPORE TO ACCEPT
AND CONSENT TO DEEDS OR GRANTS TO THE CITY OF OXNARD
CONVEYING INTERESTS IN OR EASEMENTS UPON REAL ESTATE.

The City Council of the City of Oxnard does hereby resolve and order
as follows:

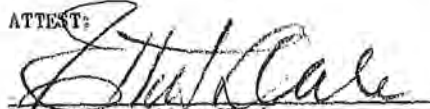
1. That pursuant to Section 27281 of the Government Code, the Mayor
or Mayor Pro Tempore of the City is hereby authorized to accept and consent to
deeds or grants conveying to the City of Oxnard any interest in or easements
upon real estate for public purposes.

2. That the City Clerk is instructed to record a certified copy of
this resolution with the Recorder of the County of Ventura.

Passed and adopted this 11th day of February, 1958.


CARL E. WARD, Mayor

ATTEST:


ETHEL DALE, City Clerk

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 AUTHORIZING THE DEVELOPMENT SERVICES DIRECTOR AND PUBLIC
 WORKS DIRECTOR TO ACCEPT AND CONSENT TO DEEDS OR GRANTS
 TO THE CITY OF OXNARD CONVEYING INTERESTS IN OR EASEMENTS
 UPON REAL ESTATE AND REPEALING CITY COUNCIL RESOLUTION
 NO. 1939

WHEREAS, on February 11, 1958, the City Council of the City of Oxnard adopted Resolution No. 1939 authorizing the Mayor and Mayor Pro Tempore to accept and consent to deeds or grants to the City of Oxnard conveying interests in or easements upon real estate pursuant to Government Code Section 27281; and

WHEREAS, Government Section 27281 states that deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed; and

WHEREAS, the City Council adopted the Two Year Strategic Business Plan as part of the 2016/2017 Budget where it identifies Goal 4: Implement a “one stop shop” effort at the City’s Service Center; Objective 4a: streamline internal process to ensure government efficiencies; Action/Task 4.a.1 establish and track building permit plan check turnaround times for all divisions involved in the process; and

WHEREAS, it would be more efficient, and a cost savings measure if the Development Services Director and Director of Public Works, rather than the Mayor or Mayor Pro Tempore accept or consent to deeds and grants to the City of Oxnard conveying interests in or easements upon real estate for public purposes; and

WHEREAS, Government Section 27281 authorizes cities, by a general resolution, to authorize one or more officers or agents to accept and consent to such deeds or grants.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. Authorization. Both the Development Services Director and the Director of Public Works are hereby authorized to independently accept and consent to deeds or grants conveying to the City of Oxnard any interest in or easements upon real estate for public purposes.

SECTION 2. CEQA. The City Council finds that this resolution does not constitute a “project” as defined in Section 15378(b)(2) of the Guidelines to the California Environmental Quality Act because this resolution constitutes “general policy and procedure making.” Therefore, CEQA does not apply to this action.

PASSED AND ADOPTED this 1st day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn
Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: November 1, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Third Amendment to Agreement with Carollo Engineers, Inc. to Provide Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements Under the National Pollutant Discharge Elimination System (Agreement No. A-7114)

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Third Amendment to the Agreement with Carollo Engineers, Inc. to provide Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements under the National Pollutant Discharge Elimination System (NPDES) (Agreement No. A-7714), in the amount of \$53,510 to bring the total amount to \$689,403.

BACKGROUND

On October 21, 2014, the Council approved an agreement with Carollo Engineers, Inc. to provide a Local Limits Evaluation in accordance with the requirements under the Wastewater National Pollutant Discharge Elimination System (NPDES) Permit in the amount of \$475,103. The agreement was previously amended on May 5, 2015, by a First Amendment, for \$160,790, and on March 24, 2016, to extend the project completion date to December 31, 2016.

Staff has now identified a number of services that require a change in the scope of Tasks 3, 4, 5 and 6 and an additional Task 8 for a total amount of \$53,510. Also, the contract's completion date should be extended to March 31, 2017, to allow time for this extra work. The changes are

as follows:

Task 3 Development of Local Limits

The Port Hueneme Water Authority (PHWA) no longer discharges to the Oxnard Wastewater Treatment Plant (OWTP) and will not resume discharging. PHWA's discharge flow (0.696 mgd) was included in the total industrial flow for the draft local limits calculations. Coastal Green Vegetable (0.185 mgd) also no longer discharges. The calculations need to be revised with the PHWA and Coastal Green Vegetable flows removed and any other significant changes to the industrial flows. All local limits derived will be affected by these changes. In addition, the text of the report, tables and data tables in some appendices will need to be revised.

The local limits report considered the NPDES Performance Goals in the development of an ammonia local limit and in the Advanced Water Purification Facility production scenarios for calculating blended effluent compliance at the ocean outfall. Use of the performance goals in the calculations resulted in unreasonably restrictive local limits. During the meeting with the Los Angeles Regional Water Quality Control Board (RWQCB) on January 5, 2016, the City and Carollo Engineers, Inc. presented rationale to justify not using the performance goals in the local limits evaluation since they are not regulated criteria. The RWQCB agreed and offered to provide an email correspondence approving the approach. The text of the report needs to be revised to include the rationale and to reflect the conclusions agreed upon by the RWQCB. Some appendices affected by the change will need to be revised.

The local limits need updating based on the Ocean Plan Water Quality Objectives (WQOs) and the anticipated new dilution ratio for the outfall. The City is conducting a new dilution modeling study in support of the renewal of NDPEs Permit No. 0054097, which expires on July 26, 2018, and the local limits evaluation. The local limits calculations need to be updated using the new dilution ratio. The text of the report and some appendices affected by the change will need to be revised. The dilution study will be added as a new appendix.

Task 4 Presentations/Meetings

The original budget called for two meetings with public works staff to present the draft local limits evaluation. Three meetings have been conducted (October 2015, January 2016, and March 2016). One more meeting with public works staff will be needed following the revision to the local limits (Task 3).

Task 5 AWPf Industry Impacts

The scope of services is revised to provide new budget to update the industry impact analysis tables. The work effort involves revising the tables and text to reflect the industries removed from the project.

Task 6 Alternative Calculations

Third Amendment to Agreement A-7114 with Carollo for Local Limits
November 1, 2016
Page 3

The scope of services is revised to provide a new budget to update the alternative calculations, using the changed industrial discharge list and reduced total industrial flow.

Task 8 Enforcement Response Plan Modification

This task is added to the local limits project to address the Pretreatment Compliance Inspection (PCI) conducted by the United States Environmental Protection Agency (EPA) on January 11th through the 13th of 2016. The PCI requires the City update its Enforcement Response Plan dated July 2007 (ERP).

Consultant will make limited revisions to the City's ERP to meet the requirements and/or recommendations listed in the EPA PCI report to:

- Specify an enforcement escalation procedure and include a timeline for enforcement actions taken in response to minor violations; and
- Broaden the coverage of violations intended to be addressed in the ERP, including violations of industrial user permits, local, state and federal law. The City will inform the Consultant of the other local, state and federal laws to include in the coverage.

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 and prioritization and efficient use of available funding. This item supports the following goals and objectives:

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

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

The funds are available in the Wastewater Operating Fund's FY2016-17 adopted budget for Treatment Services (account 621-6202-842.82-09) to cover the cost of these services.

ATTACHMENTS:

Attachment A - Third Amendment to Agreement A-7114

Agreement No. A-7714**THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Third Amendment ("Third Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of November, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on October 21, 2014, by City and Consultant. The Agreement previously has been amended on May 5, 2015, by a First Amendment, and on March 24, 2016, by a Second Amendment.

City and Consultant agree as follows:

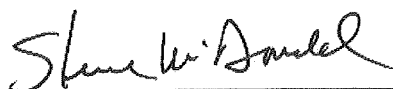
1. In Section 1 of the Agreement, Exhibit A and Exhibit A1 are supplemented with Exhibit A2, attached hereto and incorporated by reference.
2. In Section 14a of the Agreement, the figure "\$635,893" is deleted and replaced with the figure "\$689,403."
3. In Section 14a of the Agreement, Exhibit C and Exhibit C1 are supplemented with Exhibit C2, attached hereto and incorporated by reference.
4. In Section 12 of the Agreement, the date "December 31, 2016" is replaced with the date "March 31, 2017."
5. Section 36 is deleted and replaced with "This Amendment 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 Amendment 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 Amendment for all purposes."
6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

CITY OF OXNARD

CAROLLO ENGINEERS, INC.

 Greg Nyhoff, City Manager



 Steve McDonald, Senior Vice President

APPROVED AS TO FORM:



 Michael Barnes, Board Secretary



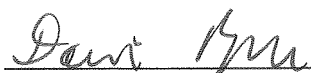
 Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:



 Risk Manager

APPROVED AS TO CONTENT:



 Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:



 Badaoui Mouderrres, Interim Environmental
 Compliance Division Manager

**Exhibit A2
Amendment No. 3 to
Scope of Services
Local Limits Evaluation**

The purpose of this Amendment No. 3 is to expand the scope of services for Agreement No. A-7714 between the City of Oxnard (City) and Carollo Engineers (Consultant) regarding the local limits evaluation for the Oxnard Wastewater Treatment Plant (OWTP).

During review and discussion of the draft local limits report in January 2016 and March 2016, several changes to conditions or factors used in the local limits analysis were identified, and these have prompted the need for a change in the scope of services. The changes are discussed below.

TASK 3 DEVELOPMENT OF LOCAL LIMITS

\$83,913 Total Budget

\$28,250 Additional Budget

\$112,163 New Total Budget

The Port Hueneme Water Authority (PHWA) no longer discharges to the OWTP, and will not resume discharging. PHWA's discharge flow (0.696 mgd) was included in the total industrial flow for the draft local limits calculations. Coastal Green Vegetable (0.185 mgd) no longer discharges. The calculations need to be revised with the PHWA and Coastal Green flows removed, and any other significant changes to the industrial flows.

- All local limits derived will be affected by these changes. In addition, the text of the report, tables, and data tables in some appendices will need to be revised.

The local limits report considered the NPDES Performance Goals in the development of an ammonia local limit and in the AWPf production scenarios for calculating blended effluent compliance at the ocean outfall. Use of the performance goals in the calculations resulted in unreasonably restrictive local limits. During the meeting with the Los Angeles Regional Water Quality Control Board (RWQCB) on January 5, 2016, the City and Consultant presented rationale to justify not using the performance goals in the local limits evaluation, since they are not regulated criteria. The RWQCB agreed, and offered to provide an email correspondence approving the approach. The text of the report needs to be revised to include the rationale and to reflect the conclusions agreed upon by the RWQCB. Some appendices affected by the change will need to be revised.

Update the local limits based on the Ocean Plan Water Quality Objectives (WQOs) and the anticipated new dilution ratio for the outfall. The City is conducting a new dilution modeling study in support of the renewal of NDPEs Permit No. 0054097, which expires on July 26, 2018, and the local limits evaluation. The local limits calculations need to be updated using the new

dilution ratio. The text of the report and some appendices affected by the change will need to be revised. The dilution study will be added as a new appendix.

Other changes to the evaluation that have been identified are listed below. Sections of the text, tables, and appendices affected by the changes will need to be revised.

- Remove the proposed future total dissolved solids (TDS) local limit for future industries from the report.
- Remove the recommendation to prohibit Centralized Waste Facilities (CWTs) from discharging to the OWTP.
- Eliminate the recommendation for a local limit for gross beta radioactivity.
- Adding landfill soluble limit threshold criteria for biosolids disposal (LA RWQCB request).

Budget Impact:

\$28,250

The budget is based on 158 labor hours, and pertains to the work needed to revise the analysis and the report.

TASK 4 PRESENTATIONS/MEETINGS

\$52,448 Total Budget

\$9,700 Additional Budget

\$62,148 Total New Budget

The original budget called for two meetings with public works staff to present the draft local limits evaluation. Three meetings have been conducted (October 2015, January 2016, and March 2016). One more meeting with public works staff will be needed following the revision to the local limits (Task 3).

Budget Impact:

\$9,700

The budget is based on 51 labor hours to cover the additional meeting in March 2016, and one more meeting to present the final local limits, based on the work covered in this Amendment.

TASK 5 INDUSTRY IMPACTS

\$40,962 Total Budget

\$1,730 Additional Budget

\$42,692 Total New Budget

The scope of services is revised to provide new budget to update the industry impact analysis tables. The work effort involves revising the tables and text to reflect the industries removed from the project.

Budget Impact:

\$1,730

The budget is based on 10 labor hours for this analysis.

TASK 6 ALTERNATIVE CALCULATIONS

\$14,743 Total Budget

\$4,330 Additional Budget

\$19,073 Total New Budget

The scope of services is revised to provide new budget to update the alternative calculations, using the changed industrial discharge list and reduced total industrial flow.

Budget Impact:

\$4,330

The budget is based on 26 labor hours for this analysis.

TASK 8 (NEW) ENFORCEMENT RESPONSE PLAN MODIFICATION

\$9,500 Budget (new)

This task is added to the local limits project to address the Pretreatment Compliance Inspection (PCI) conducted by the US EPA, on January 11-13, 2016. The PCI requires the City update the Enforcement Response Plan (dated July 2007),

Consultant will make limited revisions to the City's Enforcement Response Plan (ERP) to meet the requirements and/or recommendations listed in the EPA PCI report, to:

- Specify an enforcement escalation procedure and include a timeline for enforcement actions taken in response to minor violations
- Broaden the coverage of violations intended to address in the ERP, including violations of IU permits, local, state, and federal law. The City will inform the Consultant of the other local, state and federal laws to include in the coverage.

Budget Impact:
\$9,500

The budget is based on 52 labor hours, and pertains to work and needed to prepare the draft and final report. Meetings will be convened by conference call.

Schedule:
The ERP will be completed by November 15, 2016.

Exhibit C2
Amendment No. 3
Local Limits Evaluation

Task	Task Name	Original Budget	Amendment 1	Amendment 3	Total Budget
0	Project Management	\$28,898	\$0	\$0	\$28,898
1	Data Review and Sampling Plan	\$63,979	\$0	\$0	\$63,979
2	Sampling Program Implementation	\$222,330	\$98,900	\$0	\$321,230
3	Development of Local Limits	\$64,273	\$19,640	\$28,250	\$112,163
4	Presentations/Meetings	\$52,448	\$0	\$9,700	\$62,148
5	Industry Impacts	\$28,432	\$12,530	\$1,730	\$42,692
6	Alternative Calculations/Site Specific Limits	\$14,743	\$0	\$4,330	\$19,073
7	AWPF Mass Balance Report	\$0	\$29,720	\$0	\$29,720
8	Enforcement Response Plan Additions	\$0	\$0	\$9,500	\$9,500
	Total	\$475,103	\$160,790	\$53,510	\$689,403



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2016

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 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 Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com		CONTACT: NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL: syoung@risk-strategies.com ADDRESS:	
CA DOI License No. 0F06675		INSURER(S) AFFORDING COVERAGE	
INSURED Carollo Engineers, Inc. 2700 Ygnacio Valley Road, #300 Walnut Creek CA 94598		INSURER A: Hanover Insurance Company	NAIC # 22292 A
		INSURER B:	
		INSURER C: Massachusetts Bay Insurance Company	22306 A
		INSURER D: Continental Casualty Company	20443 A
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 30656647

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 ☒ Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	☒		ZHF8944892	12/31/2015	12/31/2016	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$25,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COM/OP AGG \$ \$2,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS	☒		ADFA486963	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ded: Comp/Collision \$ \$1,000 EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	N/A	WDF8957499	12/31/2015	12/31/2016	☒ PER STATUTE ☒ OTHER Deductible: \$0 E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2016	7/4/2017	Each Claim: \$1,000,000 Aggregate: \$1,000,000 Deductible: \$400,000

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

Projects as on file with the insured including but not limited to: Local Limits Evaluation. Agreement No. A-7714. Carollo Project #: 9734A.00. City of Oxnard, its City Council, officers, employees, agents and volunteers are included as additional insureds with respects to General Liability and Auto Liability and these policies is Primary & Non-Contributory. Waiver of Subrogation is included with respects to Workers' Compensation.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
 Risk Manager
 Reference No. A-7714
 300 W. Third Street, 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

Michael Christian

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ACORD 25 (2016/03)

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Architects and Engineers

The following policy language is from Commercial General Liability Coverage Forms

The following are mandatory forms on the policy identified on the Certificate of Insurance:

421-0080(01 03) COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

• Additional Insured by Contract, Agreement or Permit

Under Section II-Who Is An Insured, Paragraph 4 is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide Insurance is an insured, but only with respect to:

- (1) "Your work" for the additional Insured(s) at the location designated in the contract, agreement or permit; or
- (2) Premises you own, rent, lease or occupy.

This Insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

- b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

- (2) To any person or organization included as an Insured by an endorsement issued by us and made part of this Coverage Part.

- (3) To any person or organization included as an insured under item 2 of this endorsement

- (4) To any lessor of equipment:

- (a) After the equipment lease expires; or

- (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.

- (5) To any:

- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or

- (b) Managers or lessors of premises if:

- (i) The occurrence takes place after you cease to be a tenant in that premises; or

- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

• Aggregate Limit Per Location

- (1) Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations Owned by or rented to you.

- (2) Under Section V - Definitions, definition 23 is added as follows:

23. "Location" means premises involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CG 2503(05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

• Aggregate Limit of Insurance (Per Project)

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Your projects away from premises owned by or rented to you

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section II - Coverage A, and for all medical expenses caused by accidents under Section II - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

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- a. Insured's;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section 1 – Coverage A, and for all medical expenses caused by accidents under Section II – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project show in the Schedule above:
- 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the products-completed operations hazard will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or time tables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

421-0452 (06 07) OTHER INSURANCE-PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)

• Additional Insured by Contract, Agreement or Permit Amended-Primary & Non-Contributory

The following is added to Section IV – Commercial General Liability Conditions

4. Other Insurance

a. Additional Insured's

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under Section II – Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectable insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This Insurance is primary to other Insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other Insurance available to the Additional Insured except:

- I. For the sole negligence of the Additional insured;
- II. When the Additional Insured is an Additional Insured under another primary liability policy; or
- III. When 2. below applies.

If this Insurance is primary, our obligations are not affected unless any of the other Insurance is also primary. Then, we will share with all that other Insurance by the method described in 3. below.

2. Excess Insurance

This Insurance is excess over:

(1) Ally of the other Insurance, whether primary, excess, contingent or on any other basis:

- (a) That is fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire Insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is Insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section II – Coverage A – Bodily Injury And Property Damage Liability.

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When this insurance is excess, we will have no duty under Coverages A or B 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, with any other Insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. 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.

CG0001 (1207) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

• Separation of Insured's

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this Insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

CG 2404 (0509) WAIVER OF TRANSFER OF RIGHTS OF RECOVERY TO US

• Waiver of Subrogation

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Persons or organizations with whom you have a written contract executed prior to the "bodily injury" or "property damage," that requires you to waive your rights of recovery

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Representative

12/31/2015
Policy NO. ZH-F8944892

Name Insured: Carollo Engineers, Inc.

Additional Insured: Any person or organization with whom the named insured agreed in a written contract to name as additional insured.

City of Oxnard, its City Council, officers, employees, agents and volunteers

This Notice does not form a part of the insurance contract.

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Page 1 of 1

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CA

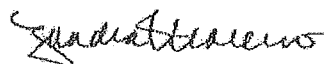
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless otherwise stated.

This endorsement effective on 12/31/2015 **at 12:01 am standard times**
forms a part of Policy No. WDF8957499

of the Massachusetts Bay Insurance Company

issued to: Carollo Engineers, Inc.

Premium (if any) \$ _____



Authorized Representative

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 2.000% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

Job Description: Projects as on file with the insured

WC 252 040 84



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: November 1, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: PZ 13-300-02 (Final Map for Tract 5877) - Rancho Victoria Plaza

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

RECOMMENDATION:

That the City Council adopt a resolution approving Planning and Zoning Permit No. 13-300-02 (Final Map for Tract No. 5877), which will authorize subdivision of the 6-acre (vacant) project site into 11 separate parcels which is located at 3600-3700 West Fifth Street (APN Nos 185-0-170-085, 095).

BACKGROUND

The subject Final map will facilitate development of the 6-acre Rancho Victoria Plaza project site (3600 - 3700 West Fifth Street within the Sea View Estates Neighborhood). On April 17, 2014, the Planning Commission adopted resolution No. 2014-05, recommending that the City Council approve a tentative subdivision map (Tract No. 5877; PZ 10-300-03) to create 11 parcels. On May 20, 2014, the City Council adopted Resolution No. 14,594, approving Tentative Subdivision Tract Map No. 5877. At the same time the City Council adopted Resolution No. 14,593 to approve a Major Modification to Special Use Permit No. 10-500-07, which allowed for a commercial shopping center.

The subject request, Final Map for Tract No. 5788, will create 11 parcels between 0.4-acre and 0.8-acres in size and allow for 11 speculative retail/commercial buildings ranging from 3,388 - 6,472 square feet. A total of 53,950 square feet of new building area will be constructed.

PZ 13-300-02 (Final Map for Tract 5877) - Rancho Victoria Plaza
November 1, 2016
Page 2

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 project will promote Goal 2a which states develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

FINANCIAL IMPACT

There is no estimated financial impact associated with approval of the final map.

ATTACHMENTS:

Attachment A. Verification of Status

Attachment B. Final Tract Map No. 5877

Attachment C. Resolution



**VERIFICATION OF STATUS:
FINAL MAPS AND IMPROVEMENT PLANS**

Tract/Parcel Map

Project Location:

TR 5877

- ☒ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☒ 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 Final 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 Final Map has been signed.

DATE:

9.28.16


Paul J. Wendt
Development Services Program

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66-3(b), (A)(3)(A)(i)-(iii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOCAL AGENCY.

PATTERSON RANCH COMPANY, EASEMENT HOLDER FOR DRAINAGE PURPOSES RECORDED NOVEMBER 13, 1922 IN BOOK 190, PAGE 173 OF DEEDS.

COUNTY OF VENTURA, EASEMENT HOLDER FOR AVIGATION, INGRESS AND EGRESS PURPOSES RECORDED JUNE 28, 1990 AS INSTRUMENT NO. 90-096714 OF OFFICIAL RECORDS.

CITY OF OMAHA, EASEMENT HOLDER FOR ACCESS, UTILITIES AND LANDSCAPE PURPOSE RECORDED IN BOOK 54, PAGE 94 TO 95 OF PARCEL MAPS.

ATLANTIC RICHFIELD COMPANY, A DELAWARE CORPORATION, EASEMENT HOLDER FOR DRIVEWAY PURPOSES, RECORDED AUGUST 28, 1995 AS INSTRUMENT NO. 95-102006, 95-102007 AND AMENDED BY A DOCUMENT RECORDED SEPTEMBER 26, 2005 AS INSTRUMENT NO. 20050926-0238940 OF OFFICIAL RECORDS

OSP VENTURE, A CALIFORNIA LIMITED PARTNERSHIP, EASEMENT HOLDER FOR DRIVEWAY PURPOSES, RECORDED AUGUST 28, 1995 AS INSTRUMENT NO. 95-107006 AND AMENDED BY A DOCUMENT RECORDED SEPTEMBER 26, 2005 AS INSTRUMENT NO. 20050926-02338540 OF OFFICIAL RECORDS

RANCHO VICTORIA PLAZA, A CALIFORNIA LIMITED PARTNERSHIP, EASEMENT HOLDER FOR PARKING, ACCESS AND UTILITY
 PURPOSES; RECORDED APRIL 2, 1997 AS INSTRUMENT NO. 97-039781 OF OFFICIAL RECORDS

COUNTY OF VENTURA, EASEMENT HOLDER FOR UNOBTSTRUCTED USE AND PASSAGE OF ALL TYPES OF AIRCRAFT,
RECORDED MARCH 23, 2006 AS INSTRUMENT NO. 20060323-061524 OF OFFICIAL RECORDS

CITY OF OKLAHOMA, EASEMENT HOLDER FOR UTILITIES, ACCESS AND LANDSCAPE PURPOSES RECORDED IN BOOK 156, PAGES 91 TO 93 D MAPS.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, BASEMENT HOLDER FOR PUBLIC UTILITIES,
RECORDED APRIL 18, 2007 AS INSTRUMENT NO. 20070416-0078045 OF OFFICIAL RECORDS

VERIZON CALIFORNIA INC., A CORPORATION, EASEMENT HOLDER FOR PUBLIC UTILITIES RECORDED MAY 22,

SOUTHERN CALIFORNIA Edison COMPANY, A CORPORATION, EASEMENT HOLDER FOR PUBLIC UTILITIES, RECORDED JULY 5, 2007 AS INSTRUMENT NO. 20070705-013247 OF OFFICIAL RECORDS

THE SIGNATURES OF THE PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

[illegible]

BY LOCATION OF THE PROPERTY IN A PUBLIC RECORD, OR ANY OTHER MANNER, TO BE USED FOR THE PURPOSES OF THE INTENDED USE THEREOF, AS RESERVED BY DEED RECORDED APRIL 12, 2007 AS INSTRUMENT NO. 20070412-75767 OF
OFFICIAL RECORD

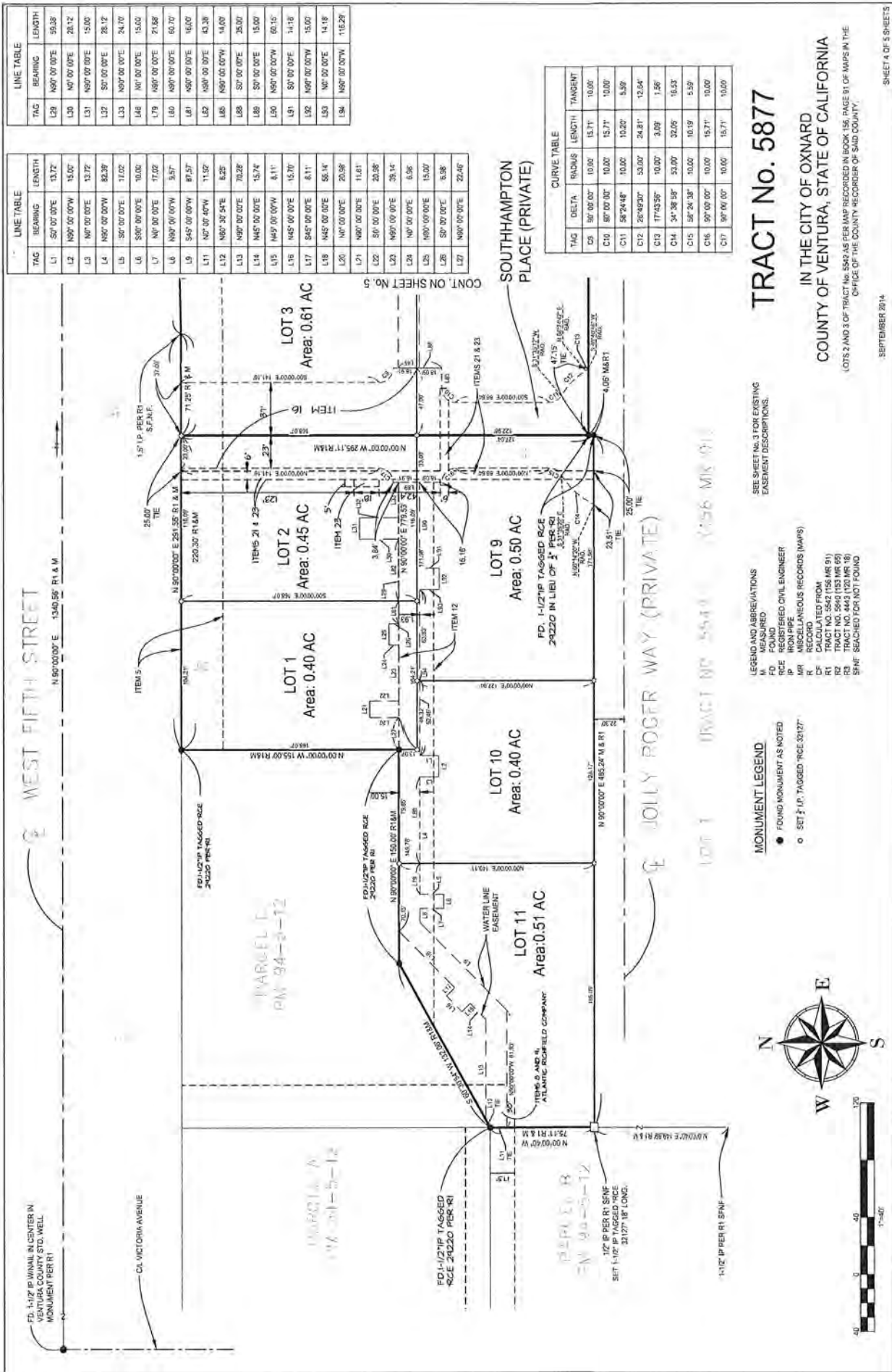
TRACT No. 5877

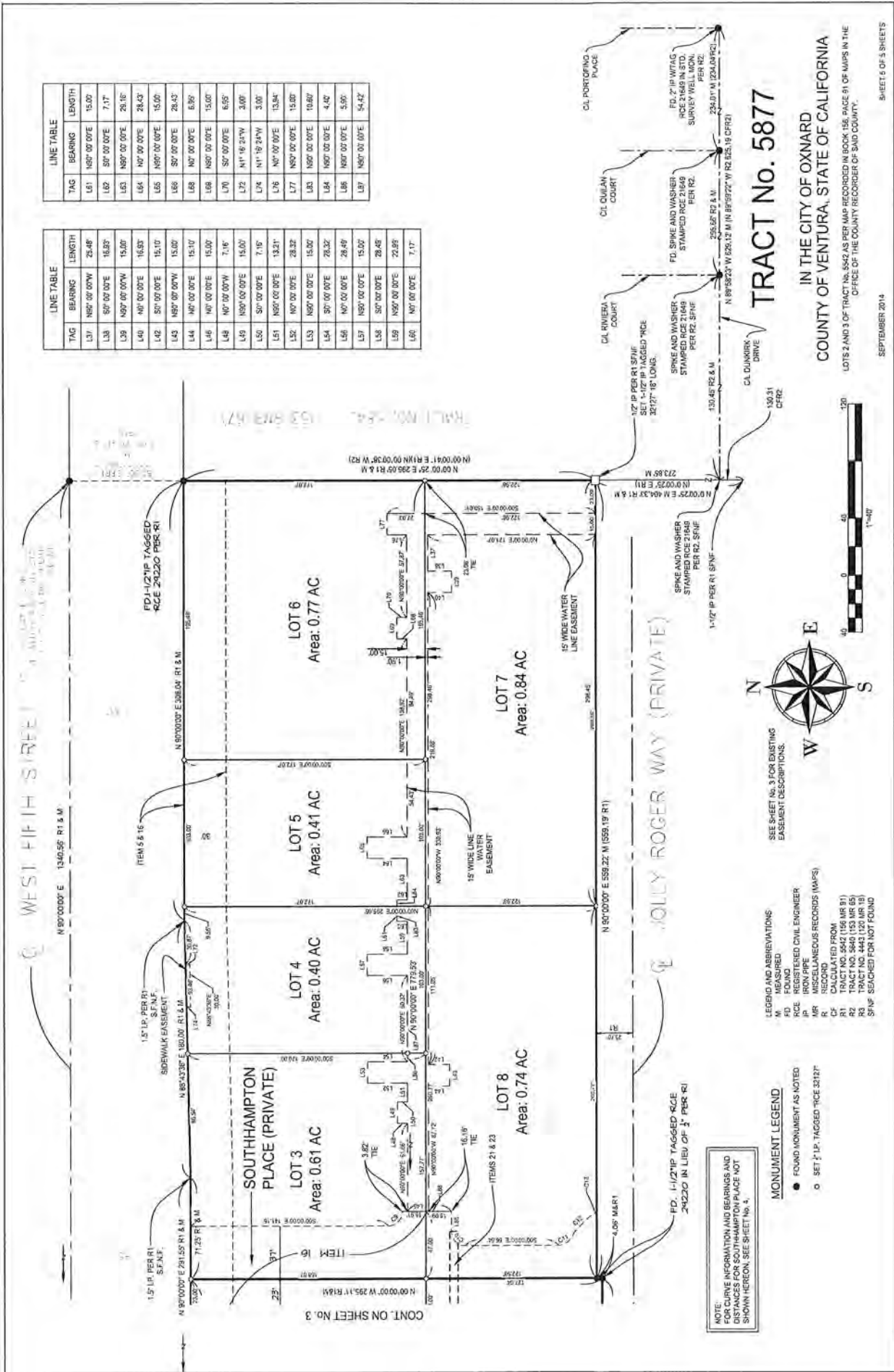
IN THE CITY OF OXNARD
COUNTY OF VENTURA, STATE OF CALIFORNIA

LOTS 2 AND 3 OF TRACT No. 5542 AS PER MAP RECORDED IN BOOK 156, PAGE 91 OF MAPS IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SEPTEMBER 2012







CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 13-300-02 (FINAL SUBDIVISION MAP FOR TRACT NO. 5877) TO SUBDIVIDE AN APPROXIMATELY SIX ACRE VACANT SITE INTO 11 COMMERCIAL PARCELS, LOCATED AT 3600-3700 WEST FIFTH STREET (APN'S 185-0-170-085, -095), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TROY A WHITE, ON BEHALF OF INVESTEC RANCHO VICTORIA, LLC, 200 EAST CARRILLO STREET, SUITE 200, SANTA BARBARA, CALIFORNIA 93101.

WHEREAS, on April 17, 2014, the Planning Commission of the City of Oxnard ("**Planning Commission**") recommended approval of application for Planning and Zoning Permit Nos. 13-300-02 (Tentative Subdivision Map for Tract No. 5877) and 13-550-01 (Major Modification to Special Use Permit), filed by Richard Ridgway, on behalf of property owner Investec Real Estate, (the "**Applicant**"); and

WHEREAS, on May 20, 2014, the City Council has carefully reviewed the Planning Commission's action of April 17, 2014, and Commission Resolution No. 2014-05, recommending approval of the Tentative Subdivision Map for Tract No. 5877, subject to certain conditions, for property located at 3600 and 3700 West Fifth Street; and

WHEREAS, on May 20, 2016, the City Council approved the Tentative Subdivision Map for Tract No. 5877 (CC Resolution No. 14,594 and the Major Modification to Special Use Permit (CC Resolution No. 14,593, subject to certain findings and conditions; and

WHEREAS, the Final Subdivision Map for Tract No. 5877 has been submitted, together with the Subdivision Improvement Agreement proposed to be entered into in connection with the subdivision.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that approval of Planning and Zoning Permit No. 13-300-02 (Final Subdivision Map for Tract No. 5877) is a ministerial act pursuant to City Council Resolution No. 10,851 and is therefore exempt from the requirements of CEQA.

SECTION 2. Based on review of the City Council Staff Report, all exhibits attached thereto and all written and oral testimony, the City Council hereby finds that: (i) the Final Subdivision Map for Tract No. 5877 conforms to the requirements of the Subdivision Map Act, Oxnard 2030 General Plan as adopted, Chapter 15 of the Oxnard City Code, and every condition of conditional approval previously imposed upon the Tentative Subdivision Map for Tract No. 5877; and (ii) the Final

Resolution No.
PZ 13-300-02 (Final Subdivision Map No. 5877)
November 1, 2016

Subdivision Map for Tract No. 5877 is in substantial compliance with the previously approved Tentative Subdivision Map for Tract No. 5877. Based on the foregoing, the City Council hereby approves Planning and Zoning Permit No. 13-300-02 (Final Subdivision Map for Tract No. 5877) and authorizes its recordation.

SECTION 3. Planning and Zoning Permit No. 13-300-02 (Final Subdivision Map for Tract No. 5877) is hereby approved subject to those findings and conditions set forth in City Council Resolution No. 14,594, which are incorporated herein by this reference.

SECTION 4. The City Council hereby approves the Subdivision Improvement Agreement attached hereto as **Exhibit A** and authorizes the Mayor to execute such Agreement.

SECTION 5. The City Council hereby authorizes the City Clerk to execute a certificate on the Final Subdivision Map for Tract No. 5877 stating that the City Council approved the Final Subdivision Map and that all offers of dedication shown on the Final Subdivision Map are accepted subject to improvement.

[SIGNATURES ON THE FOLLOWING PAGE]

Resolution No.
PZ 13-300-02 (Final Subdivision Map No. 5877)
November 1, 2016

PASSED AND ADOPTED this 1st day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn
Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 2**

DATE: November 1, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Ashley Golden
Development Services Director

A handwritten signature in blue ink, appearing to read "Ashley Golden".

SUBJECT: Planning and Zoning Permit No. 15-660-01 (Alley Vacation) - Gateway Station Apartments

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

RECOMMENDATION:

That the City Council adopt a resolution vacating a portion of an existing alley that extends for approximately 820 feet and is located between an approved 12-acre apartment complex site (Gateway Station); properties addressed between 1156 and 1250 South Oxnard Boulevard; railroad right-of-way to the north; and the Oxnard Mobile Home Lodge to the south.

BACKGROUND

The proposed alley vacation is associated with the approved Gateway Station apartment complex, located at the former drive-in site at the Five Points intersection. The project includes an all affordable 240-unit residential apartment complex on a 12-acre site (APN 204-0-020-26). On May 26, 2016, the Development Services Director held an administrative public hearing and approved Planning and Zoning Permit No. 15-200-02 (Development Design Review Permit, "DDR") to construct the Gateway Station project. On June 16, 2016, the Planning Commission held a public hearing to consider an appeal, of the Development Services Director's May 26, 2016 approval, filed by Francine Castanon. At the Planning Commission's public hearing, the Commission reviewed the appeal request, and denied the appeal, thereby upholding the Development Services Director's May 26, 2016 approval.

PZ # 15-660-01 (Alley Vacation) - Gateway Station

November 1, 2016

Page 2

As part of the DDR approval, Condition Nos. 73 and 169 of DDR Resolution No. 15-200-02 requires the vacation and relocation of a portion of an alley that exists along the westerly portion of the Gateway Station apartment project site. The section of the alley proposed to be vacated extends for approximately 820 feet and is located between the Gateway Station apartment complex and the properties with addresses ranging between 1156 and 1250 South Oxnard Boulevard. As required by the conditions of approval, the alley right-of-way will be abandoned and will be replaced with a public utility and access easement which will be dedicated to the City. Said access and utility easement will extend from the northerly end of the existing public alley to the southerly side of the project and connect towards Oxnard Boulevard. The City will maintain access rights via an access easement; however, roadway maintenance for this area will be the responsibility of the property owner. Although not required for circulation and parking, the alley vacation will accommodate the construction of additional parking spaces while still providing hotel access and a utility easement. For this reason, staff supports the proposed alley vacation. The vacated right-of-way has been integrated into the design of the approved project. The subject area will include drive lanes, parking, and connecting drives to an adjacent hotel property. Through the granting of a public utility and access easement, the adjacent hotel site will continue to have access over the subject area for utility, service vehicles, and other purposes related to the hotel's property needs.

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 project will promote Goal 2a which states develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

FINANCIAL IMPACT

There is no estimated financial impact associated with vacation of the alley. The City will retain access rights for public utility needs, access easements. However, maintenance will be the responsibility of the property owner, which will result in a savings to the City.

ATTACHMENTS:

Attachment A. Legal Desc & Plat Map_Exhibit A & B

Attachment B. Grant of Public Utility and Access Easement_Exhibit A & B

Attachment C. Resolution Gateway-Alley Vacation

EXHIBIT "A"

LEGAL DESCRIPTION

VACATION OF PUBLIC ALLEY

The land referred to herein below is situated in the City of Oxnard, County of Ventura, State of California and is described as follows:

PARCEL ONE

All of that certain property for alley and public utility purposes described in the grant deed recorded December 12, 1956 as Instrument No. 53327 in Book 1466, Page 501 of Official Records in the Office of the County Clerk of the County of Ventura.

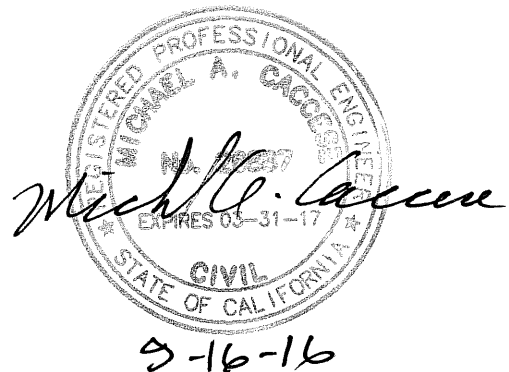
PARCEL TWO

All of that certain property for street and alley purposes described in the quitclaim deed recorded April 30, 1957 as Instrument No. 19411 in Book 1508, Page 373 of Official Records in the Office of the County Clerk of the County of Ventura.

Excepting therefrom that portion of said Instrument No. 19411 which lies within the land conveyed to Ray Gomes and Wife by deed, recorded in Book 1205, Page 450 of Official Records in the Office of the County Clerk of the County of Ventura.

End of Description

Parcel One and Two contain a combined area of 22,683 square feet, more or less.



WOOLEY ROAD

20' CITY ALLEY
PARCEL 1

1466 O.R. 501

PARCEL A
1280 O.R. 500

APN 204-0-020-26

20' CITY ALLEY
PARCEL 1

1466 O.R. 501

20' CITY ALLEY
PARCEL 2

1508 O.R. 373

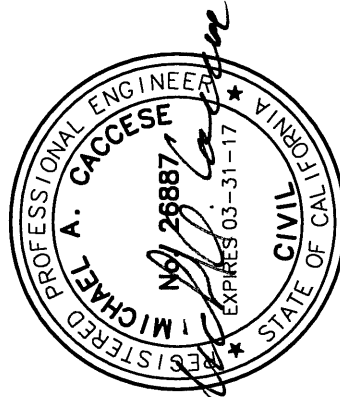
OXNARD BOULEVARD

PORTION OF 1508 O.R. 373
LYING WITHIN 205 O.R. 450

LEGEND

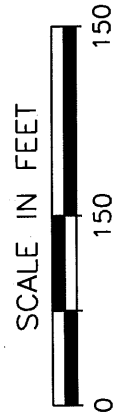
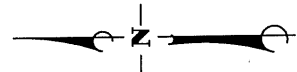


PUBLIC ALLEY
VACATION



DATE SIGNED 5-16-16

EXHIBIT B



SCALE IN FEET

EXHIBIT "A"

LEGAL DESCRIPTION

GRANT OF PUBLIC UTILITY AND ACCESS EASEMENT

The land referred to herein is situated in the City of Oxnard, County of Ventura, State of California and is described as follows:

All of that certain property for alley and public utility purposes described in the grant deed recorded December 12, 1956 as Instrument No. 53327 in Book 1466, Page 501 of Official Records in the Office of the County Clerk of the County of Ventura.

Together with all of that certain property for street and alley purposes described in the quitclaim deed recorded April 30, 1957 as Instrument No. 19411 in Book 1508, Page 373 of Official Records in the Office of the County Clerk of the County of Ventura.

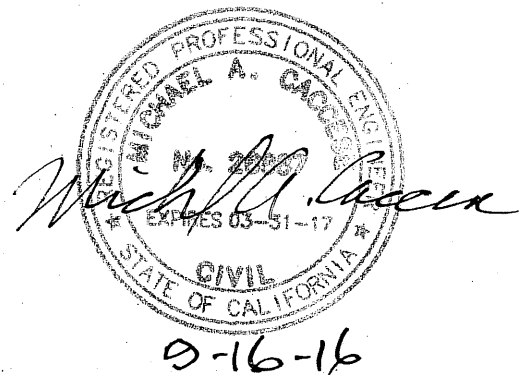
Together with that portion of Parcel A described in Book 1280, Page 500 of Official Records in the Office of the County Clerk of the County of Ventura lying westerly of a line lying 47 feet easterly from the 5th course of said Instrument No. 53327 and 29 feet northeasterly from the 4th course of said Instrument No. 53327 and southwesterly line of said Book 1508, Page 373 of Official Records, both measured at right angles.

The side lines are to be extended or shortened to terminate at the northerly and southeasterly lines of said Parcel A.

Excepting therefrom that portion of the above described parcel which lies within the land conveyed to Ray Gomes and Wife by deed, recorded in Book 1205, Page 450 of Official Records in the Office of the County Clerk of the County of Ventura.

End of Description

Containing an area of 38,438 square feet, more or less.



WOOLEY ROAD

47' PUBLIC
UTILITY AND
ACCESS
EASEMENT

5th COURSE
1466 O.R. 501

PARCEL A
1280 O.R. 500

APN 204-0-020-26

29' PUBLIC
UTILITY AND
ACCESS
EASEMENT

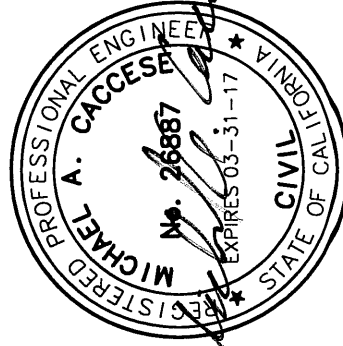
4th COURSE
1466 O.R. 501

OXNARD BOULEVARD

LEGEND

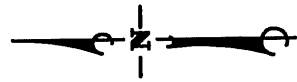


PUBLIC UTILITY AND
ACCESS EASEMENT



DATE SIGNED 9-16-16

EXHIBIT B



SCALE IN FEET



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING OF PLANNING AND ZONING PERMIT NO. 15-660-01 (ALLEY VACATION) FOR THE PORTION OF ALLEY RIGHT-OF-WAY THAT EXTENDS FOR APPROXIMATELY 820-FEET AND IS LOCATED BETWEEN AN IRREGULAR SHAPED 12-ACRE SITE AND THE PROPERTIES ADDRESSED BETWEEN 1156 AND 1250 SOUTH OXNARD BOULEVARD. FILED BY JAN R. HOCHHAUSER WITH HOCHHAUSER BLATTER ARCHITECTS ON BEHALF OF THE PROPERTY OWNER THE PACIFIC COMPANIES 122 EAST ARRELLAGA STREET, SANTA BARBARA CALIFORNIA 93101.

WHEREAS, the applicant is requesting to vacate a public alley in exchange for dedication to the City a combination public utility easements and public access easements at locations determined necessary by the Development Services Director; and

WHEREAS, the portion of the alley described in the attached Exhibit "A", and shown on the attached Exhibit "B" ("Proposed Vacation") has been superseded by relocation and there are no other public facilities located within the Proposed Vacation that are not covered by a separate easement; and

WHEREAS, vacating this alley right of way bestows a public benefit by relieving the City of maintenance duties, costs and liabilities; and

WHEREAS, the proposed alley vacation is required as a Condition of Approval (Nos. 73 and 169) to Planning and Zoning Permit No. 15-200-02 (Development Design Review Permit) and is necessary to accommodate the construction of 240 residential affordable apartments (Gateway Station) and associated site improvements on a 12 acre site located at 1250 South Oxnard Boulevard in accordance with the City's adopted All Affordable Housing Opportunity Program (AAHOP-Ordinance No. 2870) and the Attached Dwelling Unit Development Standards Section 16-360 to 16-363 of Oxnard City Code; and

WHEREAS, the proposed alley vacation was analyzed under Mitigated Negative Declaration No. 2016-01, as described in the Staff Report.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council, hereby finds that the alley right-of-way described in the attached Exhibit A and shown on the attached Exhibit B is unnecessary for present or prospective use because alley has been superseded by relocation and there are no other public facilities located within the right-of-way that will not be covered by a proposed public utility easement.

SECTION 2. The City Council hereby finds that the vacation of alley right-of-way will not cut off all access to any person's property or terminate a public service easement.

SECTION 3. This alley vacation is made under Chapter 4 of Part 3 of Division 9 of the Streets and Highways Code and Section 8330(a) thereof.

Resolution No.

PZ 15-660-01 (Alley Vacation)

Page 2

SECTION 4. The City Council hereby approves Proposed Vacation attached hereto as Exhibit A.

SECTION 5. The City Council hereby directs the Development Services Director to delay recordation of the alley vacation until such time as replacement public utility and public access easements are provided and adequate security is received by the City to guarantee utility relocation and pavement improvements.

SECTION 6. Once the Development Services Director has determined that replacement easements and development securities are in place, the City Council hereby authorizes the City Clerk to cause a certified copy of this resolution, attested by the City Clerk under the seal of the City, to be recorded in the office of the Ventura County Recorder.

SECTION 7. From and after the date that this resolution is recorded with the Ventura County Recorder, the right-of-ways being vacated shall no longer constitute public right-of-ways.

PASSED AND ADOPTED this 1st day of November, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: November 1, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Ingrid Hardy
Cultural & Comm Services Director

A handwritten signature in blue ink, appearing to read "Ingrid Hardy".

SUBJECT: Agreement of the Somis Union Elementary School District and the City of Oxnard to Operate a State of California After School Education and Safety Program

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That City Council choose one of the following recommendations:

1. Approve and authorize the City Manager to execute an agreement (Agreement No. A-7925) with the Somis Union Elementary School District for the City of Oxnard to receive the total amount of \$26,214, to provide services under the California After School Education and Safety (ASES) at (1) school through December 31, 2016, or;
2. Approve and authorize the City Manager to execute an agreement (Agreement No. A-7925) with the Somis Union Elementary School District for the City of Oxnard to receive the total amount of \$52,428, to provide services under the California After School Education and Safety (ASES) at (1) school through June 9, 2017
3. Authorize the City Manager or designee to appropriate funds in the amount equal to the executed agreement

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. The City of Oxnard's Recreation staff entered into partnership

Somis School District After School Education and Safety Program

November 1, 2016

Page 2

agreements with the Oxnard Union School District and the Hueneme Elementary School District to provide after school educational and enrichment opportunities for the ASES program. In keeping with City Corps' mission of building a network of worksites citywide to host city youth interested in, or in need of vocational exploration, program staff assigned five (5) leader-trainees at Sunkist Elementary School. This later expanded to all ten (10) HESD schools which are City employment training services to youth in the Oxnard community.

Based upon the credibility and effectiveness of the ASES program in HESD, the Somis Union School District (SUSD) administrator, who was previously employed by the HESD, reached out to City staff to discuss the possibility of expanding the ASES program and employment opportunities to SUSD. This arrangement was agreed upon by city staff and SUSD administration and has been in place for the last four years.

SUSD has provided \$54,000 annually to the City of Oxnard with no match requirement. This funding covers the cost of staffing, equipment, and program supplies. While no match is required and the program costs are mostly covered, the grant does not cover \$6,175 in additional cost to the City. This includes administrative costs above and beyond the staff assigned to the school site, background check, and new employee paperwork.

In late 2015, staff learned that the contract was executed at the staff level and had not gone to the City Council for approval. At the time, not only did staff believe the City should not continue to provide services without Council approval, but more so, staff questioned the appropriateness of providing services to a district far outside of the City's boundaries and has no direct benefit to the City of Oxnard residents, with the exception of the 3 staff who are assigned to the program site.

As such, in February/March 2016, staff met with SUSD administration informing them that it would be unlikely that City Corps could continue to staff the after school program. City staff received a letter from SUSD dated March, 16, 2016 requesting that City Corps continue to staff the program. In consideration of the significant budget cuts which resulted in program and service level reductions, one of the key priorities of the City was to focus on identification and provision of core programs and services. In addition, City staff wanted to ensure the alignment of the organization's efforts with the City Council's strategic priorities. In consideration of the Council's Quality of Life strategic priority, which is to build relationships and create opportunities within the community for safe and vibrant neighborhoods which will showcase the promising future of Oxnard, staff believed that the provision of services to SUSD did not fall within the purpose statement of this priority. Subsequently, staff spoke with the SUSD administration at the beginning of June and followed up with a letter on June 9, 2016, informing the administration that the arrangement between SUSD and the City was vetted and discussed at length and that the City could no longer continue to staff the program.

Staff suggested hiring City Corps staff as part-time district employees for the ASES program, which would allow staff to work for the District and provide program continuity. Staff also offered to have City Corps staff assist with the transition of the program to a new provider.

Somis School District After School Education and Safety Program

November 1, 2016

Page 3

On July 25, 2016, just before the Council's recess, the City Council received a letter from the SUSD requesting the Council's permission to allow the City Corp program to continue providing the after school program for the SUSD. The City Council received another letter dated August 16, 2016 requesting permission for City Corp to assist with the startup of the program while the District searches for another community partner.

On August 16, the City Manager contacted the SUSD administration to inform them that City Corps would assist with the ASES program through the end of calendar year 2016. This time frame was given in order to give SUSD ample time to find an alternative service provider within or near their school district and to avoid the school district losing their grant funding. If SUSD is unable to find a service provider, or directly hire the City Corps staff to work for the program by the end of December 2016, the agreement gives the City Council the flexibility to extend the agreement through June 9, 2017.

STRATEGIC PRIORITIES

This agenda item does not relate to the goals and objectives in the four strategic plans adopted by the City Council on May 17, 2016.

FINANCIAL IMPACT

No additional General Fund appropriation is needed for this request. If approved, the Recreation and Community Services budget will be augmented by either \$26,214 or \$52,428 depending upon the length of the contract term determined by Council. These funds will be used for the provision of afterschool program services. The funding shall be deposited in revenue account 272-5511-531-7201 Project No. AS0952. There is no required match by the City. However, other costs not covered by the grant are estimated at \$6,175 and will come from existing funding in General Fund (101-5511).

ATTACHMENTS:

Attachment A - Agreement No. A-7925

**ASES Program
Somis Union Elementary School District
After School Education and Safety**

THIS CONTRACT is made and entered into on July 1, 2016 between the SOMIS UNION ELEMENTARY SCHOOL DISTRICT, a public school district duly operating under the laws of the state of California, and The City of Oxnard and the Recreation and Community Services-City Corps, a service provider (hereinafter referred to as "PROVIDER") for the purpose of providing specific services pursuant to the ASES Program Grant to eligible SOMIS UNION ELEMENTARY SCHOOL DISTRICT schools and students.

WHEREAS, the SOMIS UNION ELEMENTARY SCHOOL DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the SOMIS UNION ELEMENTARY SCHOOL DISTRICT is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the SOMIS UNION SCHOOL DISTRICT, and such services are needed on a limited basis;

WHEREAS, through the provision of services under this Contract participating members of the City of Oxnard's City Corps will obtain valuable experience and job training;

WHEREAS, the City of Oxnard finds that this experience and training serves a public purpose;

WHEREAS, the ASES Program Grant and its Memorandum of Understanding (Exhibit A) outlines the requirements for supplemental services;

WHEREAS, ASES Program contains the following requirements:

- a. Requires the SOMIS UNION ELEMENTARY SCHOOL DISTRICT to develop, in collaboration and in consultation with partners, supplemental services for identified students, in academic, enrichment, and recreational areas;
- b. Contains a description of collaboration and partnerships, and their respective responsibilities to provide services;
- c. Contains a provision for the termination of the agreement if the provider or SOMIS UNION ELEMENTARY SCHOOL DISTRICT wishes to terminate;
- d. Contains provisions with respect to making payment to the provider by the SOMIS UNION ELEMENTARY SCHOOL DISTRICT;
- e. Contains provisions outlining staffing, effectiveness evaluation, and sustainability, as well as other program aspects;

WHEREAS, PROVIDER is a legally constituted organization and incorporated under the laws of California, and

WHEREAS, PROVIDER is willing to provide services to SOMIS UNION ELEMENTARY SCHOOL DISTRICT, it's ASES Program schools, and its students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

ASES Program Agreements

Services will be offered and delivered as stated in the ASES Program Grant and Exhibit A, which defines the roles and responsibilities of the partnership between SOMIS UNION SCHOOL DISTRICT and provider is attached to this contract and incorporated herein by this reference.

Parents/guardians shall not be charged for any services rendered under the ASES Program unless such services and charges are clearly identified in writing and agreed upon in advance by the SOMIS UNION ELEMENTARY SCHOOL DISTRICT, the involved school administer, and the parents/guardians. In no event shall the agreed upon charges obligate the SOMIS UNION ELEMENTARY SCHOOL DISTRICT financially, nor shall the SOMIS UNION ELEMENTARY SCHOOL DISTRICT incur any obligation or expense in excess of the state/federal reimbursement amount.

Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by SOMIS UNION ELEMENTARY SCHOOL DISTRICT.

Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to SOMIS UNION ELEMENTARY SCHOOL DISTRICT and/or the parents/guardians of SOMIS UNION ELEMENTARY SCHOOL DISTRICT's student. PROVIDER shall not provide access or forward to any other person other than parents/guardians or SOMIS UNION ELEMENTARY SCHOOL DISTRICT any student record without the written consent of the parent/guardian or SOMIS UNION ELEMENTARY SCHOOL DISTRICT.

Access by SOMIS UNION ELEMENTARY SCHOOL DISTRICT

PROVIDER shall provide services at 5268 North Street, Somis, CA 93066 as agreed upon in Exhibit A. SOMIS UNION ELEMENTARY SCHOOL DISTRICT representatives shall have access to observe each student at work, observe the instructional / enrichment / recreational setting and activities, interview PROVIDER, and review each student's progress.

Fingerprints

In accordance with Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors prior any student contact and, upon receipt of those checks, certify to the SOMIS UNION ELEMENTARY SCHOOL DISTRICT that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. (See

attached form.) PROVIDER shall supply SOMIS UNION ELEMENTARY SCHOOL DISTRICT with a list of names of those employees and/or subcontractors who are cleared to work with students of the SOMIS UNION ELEMENTARY SCHOOL DISTRICT. A fingerprint certification will be submitted with monthly invoices and attendance registers.

Transportation

SOMIS UNION ELEMENTARY SCHOOL DISTRICT is not responsible for any transportation costs or for making any transportation arrangements not provided for or agreed to in Exhibit A. PROVIDER will not transport any students in private vehicles without complying with SOMIS UNION ELEMENTARY SCHOOL DISTRICT Governing Board policy 6153 and have permission of parent/ guardian.

Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

Conflict of Interest:

This Agreement is subject to Board Policy 9270 governing conflicts of interest. PROVIDER agrees to furnish to SOMIS UNION ELEMENTARY SCHOOL DISTRICT (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update of said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with SOMIS UNION ELEMENTARY SCHOOL DISTRICT, including its schools.

Accident/Incident Report

PROVIDER agrees to submit a written accident report to SOMIS UNION ELEMENTARY SCHOOL DISTRICT within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

Discrimination

PROVIDER shall not discriminate on the basis of gender, sex, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics in employment or operation of its programs.

Child Abuse Reporting

PROVIDER assures SOMIS UNION ELEMENTARY SCHOOL DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an incident report to

SOMIS UNION ELEMENTARY SCHOOL DISTRICT when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

Supplies, Equipment and Facilities

PROVIDER shall be responsible for appropriate supplies, equipment, and facilities as outlined in Exhibit A. If PROVIDER desires to use District facilities for activities other than outlined in Exhibit A it must make a separate application for use of facilities through the District's Use of Facilities procedures.

Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by SOMIS UNION ELEMENTARY SCHOOL DISTRICT. Fiscal records shall be maintained by PROVIDER for seven (7) years and shall be available for audit.

Indemnification

PROVIDER shall defend, hold harmless, and indemnify SOMIS UNION ELEMENTARY SCHOOL DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

SOMIS UNION ELEMENTARY SCHOOL DISTRICT shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of SOMIS UNION ELEMENTARY SCHOOL DISTRICT, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement. The District shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

Insurance

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including the following:

1. General liability: one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate, for all damages arising out of death, bodily injury of death, bodily injury, sickness or disease from any one accident or occurrence, including all damages and liability arising out of injury to or destruction of property for each accident or occurrence
2. Automobile liability: one million dollars (\$1,000,000) combined single limit, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER,
3. Molestation/Abuse coverage: one million dollars (1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

Not later than the effective date of this agreement, PROVIDER shall provide SOMIS UNION ELEMENTARY SCHOOL DISTRICT with satisfactory evidence of insurance, naming SOMIS UNION ELEMENTARY SCHOOL DISTRICT as additional insured, including a provision for a twenty (20) calendar day written notice to SOMIS UNION ELEMENTARY

SCHOOL DISTRICT before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California, if applicable. SOMIS UNION ELEMENTARY SCHOOL DISTRICT reserves the right to revise the requirements of this provision at any time. If SOMIS UNION ELEMENTARY SCHOOL DISTRICT determines that additional insurance coverage is necessary, SOMIS UNION ELEMENTARY SCHOOL DISTRICT will reopen negotiations with PROVIDER to modify the terms of this agreement.

Monthly Invoices

PROVIDER shall submit to SOMIS UNION ELEMENTARY SCHOOL DISTRICT monthly invoices. Such invoices shall be submitted within thirty (30) days of the rendering of services. SOMIS UNION ELEMENTARY SCHOOL DISTRICT shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in the paragraph entitled "Right to Withhold" listed below.

Right to Withhold

SOMIS UNION ELEMENTARY SCHOOL DISTRICT may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the SOMIS UNION ELEMENTARY SCHOOL DISTRICT:

- a. PROVIDER's performance, in whole or in part, either has not been carried out as defined by the ASES Program Grant.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If SOMIS UNION ELEMENTARY SCHOOL DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and SOMIS UNION ELEMENTARY SCHOOL DISTRICT. No change in this Contract or Memorandum of Understanding shall result in a SOMIS UNION ELEMENTARY SCHOOL DISTRICT financial obligation to PROVIDER in excess of the ASES Program and Memorandum of Understanding reimbursement rate to the SOMIS UNION ELEMENTARY SCHOOL DISTRICT.

Dispute Resolution

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the SOMIS UNION ELEMENTARY SCHOOL DISTRICT. Such approval shall be attached and made part of this Contract.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

Termination

- a. The partners are committed to the long-term operations and sustained functioning of the ASES Program.
- b. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms.
- c. Either party can initiate the release of this agreement with a thirty (30) day notice. Upon termination without default of PROVIDER, SOMIS UNION ELEMENTARY SCHOOL DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination.
- d. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to SOMIS UNION SCHOOL DISTRICT all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.

Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of the ASES Program grant, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

Agreement

This Agreement constitutes the entire agreement between SOMIS UNION ELEMENTARY SCHOOL DISTRICT

and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Ventura County, California.

Severability Clause

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect, to the extent that the intent of the parties can be fulfilled

Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the SOMIS UNION ELEMENTARY SCHOOL DISTRICT:

Colleen Robertson, Ed.D, Superintendent
SOMIS UNION ELEMENTARY SCHOOL DISTRICT
5268 North Street
Somis, CA 93066

For PROVIDER:

City of Oxnard Recreation and Community Services-City Corps

Ingrid Hardy | Director of Cultural and Community Services
City of Oxnard
Cultural and Community Services Department
305 West Third Street
Oxnard, CA 93030

Authorized Representative

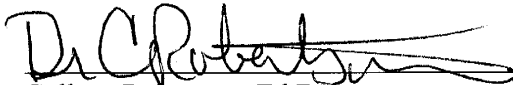
The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this 10-page agreement by and through their duly authorized agents or representatives. This contract is effective August 18, 2016, and terminates on December 31, 2016, unless sooner terminated as provided herein. The contract can be extended to terminate on June 9, 2017 if such extension is approved by the Oxnard City Council when this contract is considered.

CITY OF OXNARD

SOMIS UNION ELEMENTARY SCHOOL DISTRICT

Tim Flynn, Mayor


Colleen Robertson, Ed.D.
Superintendent/Principal
5268 North Street
Somis, CA 93066

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Ingrid Hardy, Director of Cultural and Community Services

Greg Barnes, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

EXHIBIT A

SOMIS UNION Elementary School District (SUESD), fiscal agency of the After School Education and Safety (ASES) Program and the City of Oxnard

The scope of this document is to define the roles and responsibilities of a partnership between the City of Oxnard, City Recreation and Community Services-City Corps (OCC) to provide staff to supervise and support students who participate in the Somis Union Elementary School District (SUESD) ASES Program, located at 5268 North Street, Somis, CA 93066. The ASES Program is an extended learning day offered each day that school is in session from regular day dismissal to 6:00 p.m.

This serves as a Memorandum of Understanding and Responsibility Agreement that SUESD and OCC will work together toward meeting the ASES Program Plan goals for **2016-17**. The agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

OCC agrees to:

1. Provide a program leader to support all OCC staff and oversee implementation of items 2-12 below:
2. Provide an Activity Leader for each site who will meet regularly with the After School Program Site Coordinator and/or Principal to coordinate:
 - a. Oversight of implementation of the unified ASES Schedule each week by all City Corps. staff
 - b. Inform the Site Coordinator of supplies and materials needed each month
 - c. Establish contact with parents to ensure accurate attendance and signing out of students daily
 - d. Meet daily with the Youth Development Instructor staff to celebrate successes and address concerns based on the prior day program
 - e. Supervise and support the Youth Development Instructor staff and students by scheduling time to assist with homework support each day, if Activity Leader is not assigned a class of 20 students
 - f. Supervision of students daily at arrival, during and at dismissal of program
 - g. Ensure snacks, supplies and materials are organized and available daily
 - h. Work with the Site Coordinator to collect data for evaluation purposes
 - i. Ensure that the staff uses appropriate behavior management and discipline techniques at all times and assist the staff in solving discipline problems; all staff use CHAMPS approach for teaching students expectations for appropriate behavior for all scheduled activities and transitions
 - j. Plan activities using appropriate instructional strategies taught at professional learning days
3. Provide staff daily to serve required student to staff ratio of 20:1 for all sites
4. Ensure all employees attend monthly professional learning training and use planning time to prepare lessons and activities and to implement instructional strategies taught at the trainings
5. Provide all staff with planning time daily prior to the start of the program as outlined in the ASES Staff Work Schedule for each school
6. All personnel must pass fingerprint clearance prior to being offered employment.
7. Ensure all employees are able to meet with the Site Coordinator for planning time prior to the first day of school
8. Ensure all ASES staff attend and participate in collaborative planning and meetings
9. Ensure all employees maintain confidentiality of student records per the Contract with SUESD

10. Maintain all materials provided for the ASES staff by having staff return items at the end of each day
11. Provide budgetary information to SUESD as required

Payment to City of Oxnard-City Corps will be through a subcontract with SUESD at \$5,242.80 per month, not to exceed \$52,428.00 per year. There will be no expectations of matching funds.

SUESD agrees to:

1. Manage the program budget, including collaborating with OCC to ensure the 2016-17 ASES Program Plan goals are being met and for proper payment for services
2. Provide monthly professional learning and coaching support to ASES staff
3. Provide supplies and materials for use in the ASES Program
4. Ensure attendance of all meetings required by the Ventura County Office of Education Regional Lead by suitable program staff
5. Visit site to ensure grant compliance on programmatic levels
6. Coordinate with agencies to ensure proper implementation and modification, as needed
7. Work with collaborating agencies to address any parent, teacher, student, or other program participant concerns that may arise
8. Host collaborative meetings with Oxnard City Recreation and Community Services Manager annually to monitor overall program progress and achievement of goals

Additionally, SUESD will provide one on-site After School Program Site Coordinator/Academic Liaison who will be responsible for the daily operation of the ASES Program as follows:

1. Coordinate with OCC Activity Leader to order supplies and materials for enrichment activities each month
2. Recruit and enroll eligible program participants from each site
3. Maintain after-school records regarding enrollment, waivers, emergency cards, permission slips, etc...
4. Work with teachers to communicate student needs
5. Arrange substitutes for academic classes, as needed
6. Serve as liaison between After School Program and regular day staff
7. Work with teachers, parents and students to ensure appropriate placement
8. Coordinate with ASES staff to provide arrival/intake and snack services
9. Monitor implementation of weekly schedule for program in coordination with the OCC Activity Leader and site administrator
10. Meet with Site/District administration on a monthly basis to ensure the meeting of program goals
11. Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the site by working with the ASES and regular day staff and the principal
12. Represent their program at monthly District-level After School Site Coordinator meetings

Funding for the ASES Program is contingent upon state funding.



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: November 1, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Funding Request for Homeless Winter Shelter

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

RECOMMENDATION:

1. That the City Council authorize the use of \$30,000 of Salary Savings from the Housing Department to fund a Winter Warming Shelter for the Homeless at the Ventura National Guard Armory for the 2016-2017 winter, and authorize the City Manager or designee to execute agreements necessary to participate in the 2016-2017 Winter Warming Shelter for Homeless at the Ventura National Guard Armory.

BACKGROUND

On Oct. 4, 2016, the City Council approved staff's recommendation to participate in a partnership with the City of Ventura and other partners to find a regional shelter solution for homeless for the 2016-2017 Winter. The solution found for the current year is to shelter homeless at the Ventura County National Guard Armory.

Through a partnership with the City of Ventura, staff has identified funding and developed a plan for a 3-4-month winter warming shelter to be located at the Ventura National Guard Armory. The shelter is tentatively scheduled to be open from Dec. 1, 2016 to March 31, 2017. The total cost for the shelter is estimated at approximately \$365,000.

Last year's winter shelter was operated at the Oxnard National Guard Armory and was funded

Funding Request for Homeless Winter Shelter

November 1, 2016

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through a variety of sources. At the time of the Oct. 4th City Council Staff Report it was unknown how much the different partners would contribute to this year's shelter. Staff stated at that time that it anticipated returning to the City Council with a funding request within 30-days, once it was better known what amounts other partners would be contributing to this year's winter shelter effort. Last year's budget was \$332,208.

The budget for the current year winter shelter is expected to be higher due to increased staffing and catering costs, as well as proposed extended hours of operation of the shelter on some days from 6 a.m. to 10 a.m. These extended hours, if approved by the National Guard Armory, will permit local service providers an opportunity to interact with the homeless in an effort to connect them with local resources and supportive services that may assist them with their personal needs and also possibly assist them to transition into transitional or permanent housing. Other options for extended services are being explored such as having the homeless walk to a nearby County Human Services facility.

The City presently has \$39,000 in Community Development Block Grant (CDBG) funds available for a winter shelter for homeless. The proposed action will bring Oxnard's total share of the cost to \$69,000. Current confirmed and potential funding sources for the winter shelter are listed below.

Proposed Revenue:

Oxnard CDBG	\$ 39,000
Oxnard General Fund	\$ 30,000
Ventura CDBG	\$ 31,000
Ventura General Fund	\$ 30,000
Emergency FEMA Shelter Program (leftover '15-'16)	\$ 15,000

Known Total Proposed: \$145,000

Other Possible Revenue (Not determined yet)

County of Ventura	\$ 120,000
City of Camarillo	\$ 10,000
Other County Cities	\$ 10,000
Private fundraising	\$ 20,000
Emergency FEMA Shelter Program (2016-2017)	\$ 60,000

Total Not Determined Yet: \$220,000

Total Potential Revenue \$365,000

If all of the revenue noted above is not obtained, it may be necessary to delay the start date for the winter shelter, or to close the shelter prior to March 31, 2017. There is also the possibility that the Emergency FEMA Shelter Program fund may be available again via the County of Ventura. The amount listed is based on what was received for last fiscal year. However, that

amount varies considerably and is unknown for the current year.

History of Winter Warming Shelter

During the last 14 years, the cities of Oxnard and Ventura have alternated in hosting Winter Warming Shelters (WWS) for the homeless at the National Guard armories in their respective cities. Prior to last year, these shelters were operated by the Society of St. Vincent de Paul (SSVDP), which received financial support from the cities of Ventura and Oxnard, usually from funds reserved in the Community Development Block Grant (CDBG) program. Three years ago, the SSVDP advised the cities of Oxnard and Ventura that, beginning with the year 2015-2016, it would no longer operate the shelters. The change reflected a conclusion arrived at by the SSVDP and local service providers that temporary, overnight shelters, like those being operated out of the armories, do not reflect best practices or the best use of resources in serving the homeless. National best practices indicate that year round shelters, with opportunities for assessments, connections to services, and bridges to permanent housing are the preferred approach.

The Need for Shelter

The 2016 "Point-in-Time" homeless count identified 1,271 homeless persons in Ventura County, of which 584 reside in the City of Oxnard. Presently, there are three year-round shelters in the City of Oxnard: the Rescue Mission, which serves men only, the Lighthouse, operated by the Rescue Mission for women and children, and the Kingdom Center, which serves women and children. These shelters are usually full, or nearly full, and have a limited number of beds. Together the three existing shelters have 185 emergency and transitional beds, nearly evenly distributed between these two categories. It is estimated, based upon the average number of occupants per night at the Armory in the winter of 2015-16, an additional 80 beds would be needed in order to accommodate the projected number of homeless persons from Oxnard who seek shelter on any given night.

The Operations Plan

The operation plan is similar to last winter's plan. Staff proposes to once again utilize the non-profit Ventura Downtown Organization (VDO) as the fiscal agent, and to retain an experienced entity to operate and manage the shelter. That entity, "Advanced Tactical Training Institute," under the leadership of Mr. Steven Karnazes, operated the 2015-16 WWS. Mr. Steven Karnazes has extensive intervention certifications and experience working with populations in need of services, including the homeless. In 2015-16 ATTI hired several formerly homeless individuals, trained by the Ventura County Rescue Mission, to serve as staff of the WWS. Mr. Karnazes also spearheaded the WWS fundraising effort, netting over \$28,000 in private donations to help defray costs. Other details of the 2016-17 operations plan are still being worked out.

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 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

FINANCIAL IMPACT

There is sufficient funding in salary savings through December of 2016 to cover the cost of the winter homeless shelter. This re-appropriation of \$30,000 in salary savings would be from account 101-5199 to account 101-5309-804.84-38.



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: November 1, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Chemical Purchases for Water and Wastewater Treatment Facilities (5,10,10)

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

RECOMMENDATION:

That City Council:

1. Approve and authorize the Mayor to execute four agreements for the as-needed supply and delivery of chemicals to Water and Wastewater Treatment Facilities in the period of November 15, 2016, through November 14, 2019:
 - a) Agreement A-7924 with Argo Chemical, Inc. for supply and delivery of aqueous ammonia to the Water Facilities in the amount of \$61,722.
 - b) Agreement A-7927 with JCI Jones Chemical, Inc. for supply and delivery of sodium hydroxide and sodium hypochlorite to the Water Campus and Blending Station No. 3 in the amounts of \$214,744 and \$132,692, respectively, sodium hydroxide and sodium hypochlorite to the Wastewater Treatment Plant (WWTP) in the amounts of \$119,801 and \$597,010, respectively, and sodium hydroxide and sodium hypochlorite to the Advanced Water Purification Facility (AWPF) in the amounts of \$23,960 and \$36,340, respectively, for a total purchase amount of \$1,124,547.
 - c) Agreement A-7928 with Kemira Water Solutions, Inc. for supply and delivery of ferric chloride to the WWTP in the amount of \$1,358,546.
 - d) Agreement A-7929 with Univar USA, Inc. for supply and delivery of sodium bisulfite to the WWTP in the amount of \$138,969 and of citric acid, hydrogen peroxide, sodium bisulfite and sulfuric acid to the AWPF in the amounts of \$119,402,

Chemical Purchases for Water and Wastewater Treatment Facilities

November 1, 2016

Page 2

\$206,777, \$13,897 and \$357,008, respectively, for a total purchase amount of \$836,053.

2. Approve and authorize the Mayor to execute Purchase Order 6039 for the as-needed supply and delivery of liquid lime to the AWPf in the period of November 15, 2016 through November 14, 2017, in the amount of \$117,300.

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 six blending stations where the City blends its three sources of water supply. The blending stations utilize the following chemicals:

- ☐ Sodium hydroxide solution for pH balance; and
- ☐ Sodium hypochlorite and aqueous ammonia solutions for chloramination disinfection.

Wastewater treatment is provided through primary, secondary and recycled water treatment. Primary wastewater treatment consists of settling tanks to remove inorganic materials and heavy solid materials. Secondary treatment consists of biological treatment in activated sludge treatment basins (or bio-towers) and settling tanks to remove soluble organics. Recycled water treatment consists of membrane filtration and reverse osmosis followed by advanced oxidation and disinfection to remove dissolved organics, minerals and viruses. The WWTP utilizes the following chemicals:

- ☐ Sodium hydroxide solution for odor control scrubber treatment to remove hydrogen sulfide gas (sewer gas);
- ☐ Sodium hypochlorite solution to disinfect treated wastewater;
- ☐ Sodium bisulfite solution to dechlorinate disinfected wastewater before discharging into the Pacific Ocean via ocean outfall pipeline; and
- ☐ Ferric chloride solution to enhance primary treatment and reduce hydrogen sulfide in digester gas.

The AWPf utilizes the following chemicals:

- ☐ Sulfuric acid solution for pH balance;
- ☐ Hydrogen peroxide solution for advanced oxidation disinfection; and
- ☐ Sodium hydroxide, sodium hypochlorite, sodium bisulfite and citric acid solutions for microfiltration and reverse osmosis membrane cleaning.

Chemical Purchases for Water and Wastewater Treatment Facilities

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The City of Oxnard must follow all the requirements of the Safe Drinking Water Act and as such is required to chemically and physically treat the water supply and the water discharged as waste from the treatment plants. Because of the multi-barrier treatment process, these chemicals are an essential part of protecting public health as well as protecting filter media and membrane integrity and life.

On September 1, 2016, the City issued a Request for Bids (RFB) for treatment chemicals purchase for the WWTP, located at 6001 South Perkins Road, the AWPf, located at 5700 South Perkins Road, the Water Campus, located at 251 South Hayes Avenue, and the Water Blending Station No. 3, located at 1700 Solar Drive. The City sent the RFB to sixteen (16) known companies that provide these chemicals and also advertised the RFB on the City's website and in the Vida newspaper. The closing date for the RFB was September 16, 2016. Since it was unlikely that any one company would be able to provide all the treatment chemicals needed, the City allowed each bidder to submit a bid for each of the chemicals that bidder is able to provide. For each chemical, the City awarded a contract to the lowest bidder.

Most of these chemicals require special procedures for delivery, so the companies have to provide specially trained workers; this requires trade services agreements. Liquid lime is the only chemical that was kept on a purchase order as the vendor would use a common carrier to deliver the chemical.

The agreement and purchase order values were calculated by reviewing operations and estimating the quantity of chemicals needed for the term of the agreement or purchase order. The agreements and purchase order allow the vendors to amend their prices annually upon submission to the City of the new prices and the City's approval of those new prices. Thus, the agreement amounts were incrementally increased by 15% each year to accommodate price changes and potential operational changes that would require additional chemicals. Over the past three years, chemical prices have been fairly stable, so the 15% should be sufficient to cover cost fluctuations and operational changes. If a chemical's price increases from one year to the next by more than 15%, staff will return to the City Council for additional approvals and appropriations.

STRATEGIC PRIORITIES

This agenda item is a routine operational item and 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 each agreement and the purchase order in the Wastewater Treatment Operation Fund, Account Number 621-6202-843-8106 (\$425,120), and in the Water Treatment Operation Fund, Account Numbers 601-6001-843-8106 (\$78,553) and 601-6012-843-8106 (\$223,611). The balance of the agreements and the purchase order will be appropriated in fiscal years 2017-18 and 2018-19.

Chemical Purchases for Water and Wastewater Treatment Facilities

November 1, 2016

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ATTACHMENTS:

Attachment A - Agreement A-7924

Attachment B - Agreement A-7927

Attachment C - Agreement A-7928

Attachment D - Agreement A-7929

Attachment E - Purchase Order No. 6039

Agreement No. A-7924

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 1st day of November, 2016, by and between the City of Oxnard ("City") and Argo Chemical, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: supply and delivery of aqueous ammonia to the Water Campus at 251 South Hayes Avenue, Oxnard, CA 93030 and to Blending Station No. 3 at 1700 Solar Drive, Oxnard, CA 93030. Solution should be 19% (NH₄OH) by weight available and suitable for potable water treatment (NSF approved). Vendor shall provide these Services to City in accordance with Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

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 November 15, 2016, and shall end on November 14, 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 \$61,722 for the Services performed during the term of this Agreement in accordance with Exhibit B, which is attached hereto and incorporated herein by this reference. 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 C**. 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: Kris Austin, Marketing and Operations Manager, 30933 Imperial Street, Bakersfield, CA 93263. Any notices to City may be delivered personally or by mail addressed to: Public Works Administration, 305 West Third Street, East Wing, Third Floor, 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

ARGO CHEMICAL, INC.

Greg Nyhoff, City Manager

Mark Rodgers, President and CFO

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Omar Castro, Project Manager

Exhibit A
Supplier Specifications and 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:** 251 South Hayes Avenue, Oxnard, CA, or to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA as required.

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.

Exhibit B
Chemical Description and Price

Chemical	Unit Price Per Gallon
Aqueous Ammonia	\$2.76

The price per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will continue the contract at the new rates, terminate the contract, or continue the contract at another negotiated rate.

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. 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 C. 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. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

1. 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.

**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.

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE _____ Included in Limits In Addition to Limits		
NAMED INSURED Telephone: _____	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:			
TYPE OF INSURANCE GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY COMPREHENSIVE GENERAL LIABILITY OWNERS & CONTRACTORS PROTECTIVE		CITY AGREEMENTS/PERMITS _____	
COVERAGES GENERAL PRODUCTS/COMPLETED OPERATIONS PERSONAL & ADVERTISING INJURY FIRE DAMAGE _____ _____		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: 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	
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
Telephone: _____ NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits		
Deductible _____ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which)		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE COMMERCIAL AUTO POLICY BUSINESS AUTO POLICY OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: 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/YYYY)

6/29/2016

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 KIA Insurance Associates, Inc. License # 0415101 P.O. Box 11390 Bakersfield CA 93389-1390	CONTACT NAME: Stacey Pummell PHONE (A/C, No. Ex): (661) 835-4542 FAX (A/C, No): (661) 835-4500 E-MAIL ADDRESS: spummell@kernins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nautilus Insurance Company</td> <td></td> <td>17370 <i>AT</i></td> </tr> <tr> <td>INSURER B: Great Divide Ins Co</td> <td></td> <td>25224 <i>AT</i></td> </tr> <tr> <td>INSURER C: State Compensation Ins. Fund</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Nautilus Insurance Company		17370 <i>AT</i>	INSURER B: Great Divide Ins Co		25224 <i>AT</i>	INSURER C: State Compensation Ins. Fund			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Argo Chemical Inc 30933 Imperial Street Shafter CA 93263																						

COVERAGES

CERTIFICATE NUMBER: 16-17

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					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR		GLP200305315	7/1/2016	7/1/2017	MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PRO-JECT ☐ LOC					
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS		BAP153375915	7/1/2016	7/1/2017	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS					Additional Insured \$
	☐ NON-OWNED AUTOS					
A	UMBRELLA LIAB ☒ OCCUR					EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB					AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTION \$		FFX153376015	7/1/2016	7/1/2017	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	9084568-2016	1/1/2016	1/1/2017	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability Site Specific		SSP153376114	7/1/2016	7/1/2017	occurrence \$1,000,000 aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Oxnard, its City Council, officers, employees and volunteers are added as additional insured for General Liability and Auto Liability per the attached endorsements. Primary and non-contributory endorsement and Completed Operations CG2037 applies to the General Liability

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Risk Manager 300 West Third Street #302 Oxnard, CA 93030 A-7924	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 Bruce Lynn/STACEY <i>Bruce W Lynn</i>
--	---

ACORD 25 (2010/05)

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INS025 (201005) 01

The ACORD name and logo are registered marks of ACORD

Argo Chemical Inc
BAP153375915

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.



This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy; or
2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

POLICY NUMBER: GLP200305315

COMMERCIAL GENERAL
LIABILITY
CG 20 10 07 04

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
As required by those entities with whom the named insured executes a written contract.	All locations of the named insured
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 the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 a part of the same project.

CG 20 10 07 04

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**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

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 Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Oxnard, its City Council, officers, employees and volunteers.	300 West Third St #302 Oxnard, CA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

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

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



**ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS**

BROKER COPY

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE JANUARY 1, 2016 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2017 AT 12.01 A.M.

REP 20
9084568-16
RENEWAL
NE
1-71-74-80
PAGE 1 OF 1

**ARGO CHEMICAL INC
30933 IMPERIAL ST
SHAFTER, CA 93263**

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.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JANUARY 7, 2016

Kent R. LaRue
AUTHORIZED REPRESENTATIVE

Harmon Steiner
PRESIDENT AND CEO

2572

OLD DP 217

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES (“Agreement”) is entered into in Ventura County, California, this 15th day of November, 2016, by and between the City of Oxnard (“City”) and JCI Jones Chemicals, Inc. (“Vendor”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: 1) Supply and delivery of sodium hydroxide to the Water Campus at 251 South Hayes Avenue, Oxnard, CA 93030. Solution should be 25% (NaOH), suitable for potable water treatment (NSF approved). 2) Supply and delivery of sodium hydroxide 25% to the Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. 3) Supply and delivery of sodium hydroxide to the Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, CA 93033. Solution shall be 25% and suitable for water treatment. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. 4) Supply and delivery of sodium hypochlorite to the Water Campus at 251 South Hayes Avenue, Oxnard, CA 93030 and to Blending Station No. 3 at 1700 Solar Drive, Oxnard, CA 93030. Solution should be 12.5% by weight (NaOCl) and suitable for potable water treatment (NSF approved). 5) Supply and delivery of sodium hypochlorite to the Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033. Solution should be 12.5 wt% available NaOCl, suitable for water treatment. 6) Supply and delivery of sodium hypochlorite to the Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, CA 93033. Solution should be 12.5wt% available NaOCl, suitable for water treatment.

Vendor shall provide these Services to City in accordance with Exhibit A, which is attached hereto and incorporated herein by this reference (“Services”).

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 November 15, 2016, and shall end on November 14, 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 \$1,124,547 for the Services performed during the term of this Agreement in accordance with Exhibit B, which is attached hereto and incorporated herein by this reference. 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 C**. 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: Colleen Dubose, Office Manager/Sales Coordinator, JCI Jones Chemicals, Inc. – Torrance, 1401 Del Amo Boulevard, Torrance, CA 90501. Any notices to City may be delivered personally or by mail addressed to: Public Works Administration, 305 West Third Street, East Wing, Third Floor, 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.

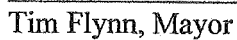
15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain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

[Signatures on the next page]

CITY OF OXNARD

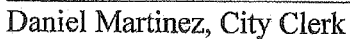
JCI JONES CHEMICALS, INC.


 Tim Flynn, Mayor


 Colleen DuBose, Sales Coordinator

ATTEST:

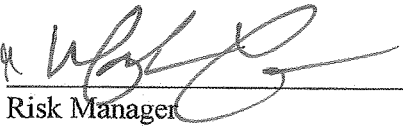

 Timothy Ross, Branch Manager


 Daniel Martinez, City Clerk

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:


 Risk Manager

APPROVED AS TO CONTENT:


 Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:


 Thien Ng, Project Manager

APPROVED AS TO CONTENT:


 Omar Castro, Project Manager

APPROVED AS TO AMOUNT:

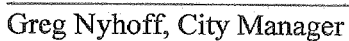

 Greg Nyhoff, City Manager

Exhibit A
Supplier Specifications and 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:** 251 South Hayes Avenue, Oxnard, CA; to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA; to the Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033 and the Advanced Water Purification Plant at 5700 South Perkins Road, Oxnard, CA 93033 as required.

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.

Exhibit B
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Sodium Hydroxide 25%	Water	\$0.750
Sodium Hydroxide 25%	Wastewater	\$0.750
Sodium Hydroxide 25%	AWPF	\$0.750
Sodium Hypochlorite 12.5%	Water	\$0.780
Sodium Hypochlorite 12.5%	Wastewater	\$0.650
Sodium Hypochlorite 12.5%	AWPF	\$0.650

The price per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will continue the contract at the new rates, terminate the contract, or continue the contract at another negotiated rate.

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. 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 C. 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. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016

1. 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.

**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.

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

Rev 10/16

Rev 10/16



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/04/2016

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 WA#712152 1-206-343-2323
AssuredPartners of Washington, LLC dba MCM
MCM Benefits and Insurance Services, LLC, CA Lic #0F82099
1325 Fourth Avenue, Suite 2100
Seattle, WA 98101

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURED
JCI Jones Chemicals
Inc
1765 Ringling Blvd
Sarasota, FL 34236

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG SPECIALTY INS CO	26883 A
INSURER B: NATIONAL UNION FIRE INS CO OF PITTS	19445 A
INSURER C: COMMERCE & INDUSTRY INS CO	19410 A
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 45830989

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	EG14240603	11/15/15	11/15/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC						
B	AUTOMOBILE LIABILITY	X	X	CA3788910	11/15/15	11/15/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ 1000 Coll ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ☒ 1000 Comp						
A	UMBRELLA LIAB	X		EGU14240892	11/15/15	11/15/16	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	☒ EXCESS LIAB ☐ DED ☐ RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC013626517	11/15/15	11/15/16	☒ WC STATU-TORY LIMITS ☐ OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC013626516	11/15/15	11/15/16	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Legal Liability	X	X	EG14240603	11/15/15	11/15/16	Each Loss 1,000,000

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

Per the attached endorsement the following are included as additional insureds: City of Oxnard, its City Council, officers, employees and volunteers

This insurance is primary and non-contributory with a waiver of subrogation per attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030
USA

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 W. Bace

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ACORD 25 (2010/05)
tomgoeckel

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Insurance Company:

Policy Number:

Effective Date:

Expiration Date:

Named Insured:

Address:

Additional Insured
(Lessor):

Address:

Designation Or Description Of "Leased Autos":

Coverages	Limit Of Insurance
Covered Autos Liability	Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Additional Insured **SPECIMEN**
(Lessor):

ENDORSEMENT NO. 23

This endorsement, effective 12:01 AM, December 11, 2015

Forms a part of Policy No: EG 14240603

Issued to: JCI JONES CHEMICALS, INC.

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT -
OWNERS, LESSEES OR CONTRACTORS - YOUR WORK**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY**

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT

Location(s) of Covered Operation(s):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT

I. Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE E-2 PRODUCTS POLLUTION AND EXPOSURE LIABILITY, and COVERAGE E-3 - CONTRACTORS POLLUTION LIABILITY, 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, personal and advertising injury, environmental damage or emergency response costs** caused, in whole or in part, by:

A. Your acts or omissions; or

B. The acts or omissions of those acting on your behalf;

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

II. As respects the coverage afforded the additional insured(s) scheduled above, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/15/2015 forms a part of Policy No. WC 013-62-6517

Issued to JCI JONES CHEMICALS, INC.

By COMMERCE AND INDUSTRY INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/15/2015 forms a part of Policy No. WC 013-62-6516

Issued to JCI JONES CHEMICALS, INC.

By COMMERCE AND INDUSTRY INSURANCE COMPANY

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER
INTO, PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

ENDORSEMENT NO. 7

This endorsement, effective 12:01 AM, November 15, 2015

Forms a part of Policy No: EG 14240603

Issued to: JCI JONES CHEMICALS, INC.

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

SECTION IV - CONDITIONS, Paragraph 7. **Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 15th day of November, 2016, by and between the City of Oxnard ("City") and Kemira Water Solutions, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: 1) Supply and delivery of Ferric Chloride to the Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033. Solutions should be 40-46% by weight suitable for water treatment. Hydrochloric Acid (HCl) content less than 0.5%. Heavy metal contents less than 200 ppm; Cadmium, chromium (total), cobalt, copper, lead, mercury, silver and zinc. Total metals not to exceed 1,000 ppm. Specific gravity 1.423 at 20° F; 1.501 at 4°C (40-46% by weight). Vendor shall provide these Services to City in accordance with Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

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 November 15, 2016, and shall end on November 14, 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 \$1,358,546 for the Services performed during the term of this Agreement in accordance with Exhibit B, which is attached hereto and incorporated herein by this reference. 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 C**. 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: Tina Imbrogno, Customer Service Supervisor, Kemira Water Solutions, Inc., 4321 W. 6th Street, Lawrence, KS 66049. Any notices to City may be delivered personally or by mail addressed to:

Public Works Administration, 305 West Third Street, East Wing, Third Floor, 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.

[Signatures on the next page]

CITY OF OXNARD

KEMIRA WATER SOLUTIONS, INC.

Tim Flynn, Mayor



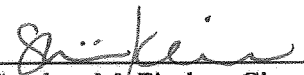
Christina Imbrogno, Customer Service Manager

ATTEST:

Manual Moreau, Director of Commercial Excellence

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



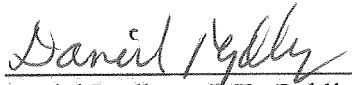
Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:



Risk Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:



Thien Ng, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

CITY OF OXNARD

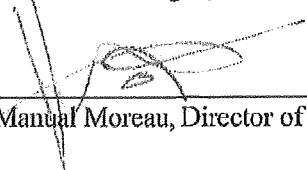
KEMIRA WATER SOLUTIONS, INC.

Tim Flynn, Mayor



Christina Imbrogno, Customer Service Manager

ATTEST:



Manual Moreau, Director of Commercial Excellence

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:

Thien Ng, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Exhibit A

Supplier Specifications and 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:** The Wastewater Treatment Plant at 6001 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.

Exhibit B
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Ferric Chloride 40-46%	Wastewater	\$0.810

The price per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will continue the contract at the new rates, terminate the contract, or continue the contract at another negotiated rate.

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. 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 C. 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. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016

1. 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.

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

**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.

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 LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

Packet Pg. 184



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

9/1/2016

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 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	
	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035A
	INSURER B: Insurance Company of the State of PA	19429A
INSURED 1314254 KEMIRA WATER SOLUTIONS, INC. 1000 PARKWOOD CIRCLE, SUITE 500 ATLANTA GA 30339	INSURER C: National Union Fire Ins Co Pitts. PA	19445A
	INSURER D: Steadfast Insurance Company	26387A
	INSURER E:	
	INSURER F:	

COVERAGES KEMWA01 **CERTIFICATE NUMBER:** 13735565 **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 ☒ BLNKT ADDTL INS ☒ WAIVER OF SUB GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	TB2-651-289679-016	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ COMP/COLL ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY DED - \$1,000	Y	Y	CA2968272	9/15/2016	9/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	TL2-651-289679-032 (EXCESS AUTO LIAB)	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
B C	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 N/A	WC012852073 WC012852074	9/15/2016 9/15/2016	9/15/2017 9/15/2017	☒ 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
D	POLLUTION	N	N	EPC9384234	1/1/2016	1/1/2017	\$15,000,000/EACH INCIDENT \$15,000,000/AGGREGATE

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

THE CITY OF OXNARD IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL, AUTO AND EXCESS LIABILITY COVERAGE, WHICH IS PRIMARY COVERAGE TO THE ADDITIONAL INSURED AND OTHER AVAILABLE INSURANCE WILL BE NON-CONTRIBUTORY AS REQUIRED BY CONTRACT. SUBROGATION RIGHTS ARE WAIVED IN FAVOR OF THE CERTHOLDER AS REQUIRED BY CONTRACT AND WHERE ALLOWED BY LAW.

CERTIFICATE HOLDER

13735565

City of Oxnard
 300 W. Third Street, Suite 302
 Oxnard CA 93030

CANCELLATION See Attachments

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

Joseph M. Aguella

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POLICY NUMBER: TB2-651-289679-016

**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:**

(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.

C. 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: TB2-651-289679-016

COMMERCIAL GENERAL LIABILITY
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 Additional Insured Organization(s)

Location and Description of Completed Operations

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 insurance shown in the Declarations;
- whichever is less_

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

All terms and conditions apply unless modified by this endorsement.

POLICY NUMBER: CA2968272

**COMMERCIAL AUTO
CA 20 48 10/13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured: KEMIRA WATER SOLUTIONS, INC.

Endorsement Effective: 9/15/2016

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10/13

Attachment Code: D502102
Certificate ID: 13735565

POLICY NUMBER: CA2968272

**COMMERCIAL AUTO
CA 04 44 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: KEMIRA WATER SOLUTIONS, INC.

Endorsement Effective Date: 9/15/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

CA 04 44 10 13

POLICY #: WC012852073 WC012852074 [[WCPPOL3]] [[WCPPOL4]]

EFFECTIVE DATE: 9/15/2016

EXPIRATION DATE: 9/15/2017

**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.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**WC 00 03 13
Ed. 4/1/1984**

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES (“Agreement”) is entered into in Ventura County, California, this 15th day of November, 2016, by and between the City of Oxnard (“City”) and Univar USA Inc. (“Vendor”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: 1) Supply and delivery of sodium bisulfite to the wastewater treatment plant at 6001 Perkins Road, Oxnard, CA 93033. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) – 1.17-1.20, pH of 4.5-5.5, and technical grade of 25% solutions that shall be suitable for water treatment. 2) Supply and delivery of citric acid 50% to the Advanced Water Purification Facility (AWPF) at 5700 South Perkins Road, Oxnard, CA 93033. The citric acid shall be commercial grade, and shall comply with ANSI/AWWA Standard B301-99, or its latest revision or addenda. 3) Supply and delivery of hydrogen peroxide 35% to the AWPF. Solution shall be suitable for water treatment. Product shall be NSF approved for drinking water applications and meet NSF/ANSI Standard 60 Drinking Water Additives – Health Effects. 4) Supply and delivery of sodium bisulfite 38% to the AWPF. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) - 1.17-1.20, pH of 4.5-5.5, and technical grade solution that shall be suitable for water treatment. 5) Supply and delivery of sulfuric acid 98% to the AWPF. Sulfuric acid shall meet the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects.

Vendor shall provide these Services to City in accordance with Exhibit A, which is attached hereto and incorporated herein by this reference (“Services”).

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 November 15, 2016, and shall end on November 14, 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. Vendor may terminate this Agreement by providing written notice to City at least 120 days prior to 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 \$836,053 for the Services performed during the term of this Agreement in accordance with Exhibit B, which is attached hereto and incorporated herein by this reference. 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 C**. 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: Jennifer Perras, Municipal Specialist, Univar BCS, 8201 South 212th Street, Kent, WA 98032. Any notices to City may be delivered personally or by mail addressed to: Public Works Administration, 305 West Third Street, East Wing, Third Floor, 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.

[Signatures on the next page]

CITY OF OXNARD

UNIVAR USA INC.

Tim Flynn, Mayor

B R R A

Brian Rinehart, Regional Vice President

ATTEST:

Perry T. Kusakabe

Perry T. Kusakabe, Corporate Secretary

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg

Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:

Thien Ng, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

CITY OF OXNARD

UNIVAR USA INC.

Tim Flynn, Mayor

Brian Rinehart, Regional Vice President

ATTEST:

Perry T. Kusakabe, Corporate Secretary

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:



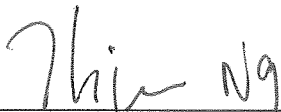
Risk Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:



Thien Ng, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Exhibit A
Supplier Specifications and 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:** Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033 or the Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, CA 93033 as required.

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.

Exhibit B
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Sodium Bisulfite 25%	Wastewater	\$0.870
Citric Acid 50%	AWPF	\$4.600
Hydrogen Peroxide 35%	AWPF	\$2.589
Sodium Bisulfite 38%	AWPF	\$0.870
Sulfuric Acid 98%	AWPF	\$1.490

The current prices shall be effective through 11/14/17. If the vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By August 1st, the City will either continue the contract at the new rates or will terminate the contract.

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. 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 C. 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. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

1. 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.

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

**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.

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

Packet Pg. 207

Packet Pg. 208



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/01/2016

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 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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C. No. Ext): (866) 283-7122</td> <td style="width: 50%;">FAX (A/C. No.): 800-363-0105</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105	E-MAIL ADDRESS:											
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E-MAIL ADDRESS:															
INSURED Univar Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667 AH</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td>43575 AH</td> </tr> <tr> <td>INSURER C: Agri General Insurance Company</td> <td>42757 AH</td> </tr> <tr> <td>INSURER D: ACE Fire Underwriters Insurance Co.</td> <td>20702 AH</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667 AH	INSURER B: Indemnity Insurance Co of North America	43575 AH	INSURER C: Agri General Insurance Company	42757 AH	INSURER D: ACE Fire Underwriters Insurance Co.	20702 AH	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 570062315106

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.

Limits shown are as requested

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 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CLAIMS-MADE</td> <td style="width: 50%;">☒ OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	CLAIMS-MADE	☒ OCCUR			HD0G2785414A SIR applies per policy terms & conditions	06/01/2016	06/01/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$3,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>Excluded</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$3,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$3,000,000</td></tr> </table>	EACH OCCURRENCE	\$3,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	Excluded	PERSONAL & ADV INJURY	\$3,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$3,000,000
CLAIMS-MADE	☒ OCCUR																				
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DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000																				
MED EXP (Any one person)	Excluded																				
PERSONAL & ADV INJURY	\$3,000,000																				
GENERAL AGGREGATE	\$3,000,000																				
PRODUCTS - COMP/OP AGG	\$3,000,000																				
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISA H09043822 Commercial Auto	06/01/2016	06/01/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$5,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)							
COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000																				
BODILY INJURY (Per person)																					
BODILY INJURY (Per accident)																					
PROPERTY DAMAGE (Per accident)																					
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td></td></tr> <tr><td>AGGREGATE</td><td></td></tr> </table>	EACH OCCURRENCE		AGGREGATE											
EACH OCCURRENCE																					
AGGREGATE																					
B 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	N/A	WLRC48608504 (AOS) WLRC48608498 (MA)	06/01/2016	06/01/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	☒ 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		
☒ 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: Job: Chemical Supply and Delivery, Locations listed on bid, Reference No. UD-R15-13. City of Oxnard, its Council, officers, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policy. The Insured is self-insured for physical damage to their vehicles. A waiver of Subrogation is granted in favor of Certificate holder in accordance with the policy provisions of the workers' Compensation policy. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER
CANCELLATION

City of Oxnard Attn: Risk Manager Reference No. UD-R15-13 300 West Third St., Suite 302 Oxnard CA 93030 USA	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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Holder Identifier :

Certificate No : 570062315106

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Inc.	
POLICY NUMBER See Certificate Number: 570062315106			
CARRIER See Certificate Number: 570062315106	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				ISA H09043834 Truckers Liability	06/01/2016	06/01/2017	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
A		N/A		WCUC48608462 (CA, OH, OR, WA) SIR applies per policy terms & conditions	06/01/2016	06/01/2017		
D		N/A		SCF8608474 (WI)	06/01/2016	06/01/2017		
C		N/A		WLRC48608486 (TN)	06/01/2016	06/01/2017		

POLICY NUMBER: WCU C48608462

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the employer named in Item 1 of the Information Page. The words "we", "us", "our" and the "Company" refer to the company providing this insurance as indicated on the Information Page.

In consideration of the payment of the premium as herein provided, and of their respective agreements as herein set forth, the insurance company named on the Information Page made a part hereof and the party or parties named on the Information Page made a part hereof do hereby agree as follows:

GENERAL SECTION

A. Self-Insurance

Your acceptance of this policy indicates that you are now and will remain until the end of the policy period a duly qualified self-insurer in each state named in Item 3 of the Information Page. You will do whatever is required, including provision of sufficient funds and compliance with any legally required self-insured registration or similar requirements, to maintain your status as a qualified self-insurer with respect to any Loss covered by this policy. If Your Retention or your self-insurer status at any time becomes invalid, suspended, unenforceable or uncollectible for any reason, we will be liable only to the extent we would have been had Your Retention remained in full effect and only to the extent we would be liable if you were a qualified self-insured. The Insured named in Item 1 of the Information Page shall give us written notice as soon as practicable of any change in the operating status of any of your self-insurer registrations in any state.

If you begin work after the effective date of this policy in any state not named in Item 3 of the Information Page, or are not a qualified self-insured for such work, this insurance will apply as though that state were named in Item 3 of the Information Page, or as though you were qualified in that state, but only if you notify us in writing within ninety (90) days from the date you begin such work.

B. The Policy

This policy includes at its effective date the Information Page and all the endorsements or schedules listed in Item 8 of the Information Page. The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

C. Who Is Insured

You are insured if:

1. you are an employer named in Item 1 of the Information Page;
2. the employer named in Item 1 of the Information Page is a partnership or joint venture, and you are a partner in that partnership or a member of that joint venture, but you are an insured only in your capacity as an employer of employees in the partnership or joint venture;
3. you are a subsidiary, a division or an affiliated company now existing or as may hereafter be constituted, of an employer named in Item 1 of the Information Page, provided at least a 51% majority interest is owned or controlled by an employer named in Item 1 of the Information Page; or
4. you are a business entity over which an employer named in Item 1 of the Information Page has day-to-day management control.

D. Workers Compensation Law

Workers compensation law means the:

1. Workers compensation law and occupational disease law of each state or territory named in Item 3 of the Information Page;
2. Workers compensation law of a state not listed in Item 3 of the Information Page provided:

G. Omnibus Reconciliation Act - Government Access Clause

We will make available this policy and all documents needed to confirm the premium paid by you if the Secretary of Health and Human Services or the Comptroller General of the United States find that the policy is a contractor described in Section 1861 of the Social Security Act, 42 USC Section 1395, or any amendment to it, and they or you ask for our documents.

If the Secretary of Health and Human Services or the Comptroller General asks for access to our documents, we will immediately notify you and make these documents available to you, unless prohibited by law.

The right to access will be determined by the above statute, or any amendment to it, or any rules or regulations established under it.

H. Other Insurance

If the Insured carries other valid insurance, reinsurance or indemnity with any other insurer covering a loss covered by this policy (other than insurance that is purchased to apply in excess of the sum of Your Retention and the Limit of Indemnity hereunder), we shall not be liable for a greater proportion of such loss than the applicable Limit of Indemnity of all valid and collectible insurance, reinsurance or indemnity against such loss.

If the Insured carries other insurance with us covering a loss within the limit covered by this policy, the insured must elect which policy shall apply and we shall be liable under the policy so elected and shall not be liable under any other policy.

I. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount, shall be apportioned as follows:

1. if there is insurance coverage in excess of Our Limit of Indemnity, that insurer shall first be reimbursed to the extent of its actual payment;
2. we shall then be reimbursed to the extent of our actual payment and then we will pay the balance, if any, to you.

The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between you and us in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on our initiative, the expenses thereof shall be borne by us.

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss.

J. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to give or receive notice of cancellation, accept indemnity, receive return premium or request changes in this policy.

K. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

L. Unintentional Errors and Omissions

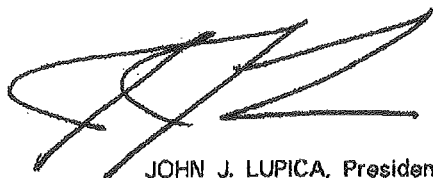
Your failure or omission to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional and you did not know about such hazards prior to the commencement of the policy period.

M. Loss Payments

We shall pay any Loss for which we may be liable under this policy in the following manner:

1. As respects Part One - Workers Compensation Insurance, payment shall first be made by you in accordance with the provisions of the workers compensation law, and we shall reimburse you for such Loss periodically, at intervals of not less than three months, upon receipt from you of proper proofs of payment.
2. As respects Part Two - Employers' Liability Insurance, if damages are paid by you, we shall make payment to you within thirty (30) days after we receive proper proofs of your payment of Loss covered under Part Two- Employers' Liability

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, and, where required by law, its Information Page to be countersigned by one of its duly authorized representatives.



JOHN J. LUPICA, President



CARMINE A. GIGANTI, Secretary

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Univar Inc.			Endorsement Number 1
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

- e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

- 1) Is in effect during this policy period; and
- 2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
- 3) Qualifies as an "Insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

- a. "your work" that you do for that additional insured pursuant to such contract; or
- b. "your product" distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

- i) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- ii) 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.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Univar Inc.			Endorsement Number 1
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

- e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

- 1) Is in effect during this policy period; and
- 2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
- 3) Qualifies as an "insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

- a. "your work" that you do for that additional insured pursuant to such contract; or
- b. "your product" distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

- i) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- ii) 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.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured Univar Inc.			Endorsement Number 103
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 TO 06/01/2017	Effective Date of Endorsement 06/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

GENERAL ENDORSEMENT

Named Insured Univar Inc.			Endorsement Number 102
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement 06/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed effective 06/01/2016 that the following endorsement is added to the policy:

Endorsement #103, ALL-32687 (05/11), Notice To Others Endorsement - Schedule



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured Univar Inc.			Endorsement Number 2
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Authorized Agent

SIGNATURES

Named Insured Univar Inc.			Endorsement Number 7
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 TO 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
 BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
 BANKERS STANDARD INSURANCE COMPANY (A stock company)
 ACE AMERICAN INSURANCE COMPANY (A stock company)
 ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
 INSURANCE COMPANY OF NORTH AMERICA (A stock company)
 PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
 ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
 WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703


 REBECCA L. COLLINS, Secretary


 JOHN J. LUPICA, President

Authorized Representative

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Univar Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H09043834	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
006039**

DATE: 10/24/2016

CCRC
10/18/16
REVIEWED

VENDOR PHONE: (817)732-8164
VENDOR FAX: (817)732-8564
VENDOR #: 17583
VENDOR ADDRESS: LHOIST NORTH AMERICA
HULEN STREET 3700
FORT WORTH, TX 76107-6816

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/25/2017		0000002916	10/20/2016	JIM MILES	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160128438106		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	LIQUID LIME (AWPF) \$1.700/GAL	1.0000	78,200.00
78,200.00 /		APPROVED AS TO AMOUNT	
DL			

Greg Nyhoff, City Manager

TOTAL PURCHASE AMOUNT

\$78,200.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor 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 acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage 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 coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2016 N.3.e

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 Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: Dallas.Certs@marsh.com / (866) 966-4664	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company INSURER B : N/A INSURER C : ACE Fire Underwriters Company INSURER D : Agri General Insurance Company INSURER E : INSURER F : NAIC # 22667 N/A 20702 42757
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COVERAGES CERTIFICATE NUMBER: HOU-002714816-07 REVISION NUMBER: 5

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	TR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY			HDO G2785736A	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
		CLAIMS-MADE ☒ OCCUR						
		GEN'L AGGREGATE LIMIT APPLIES PER:						
		☒ POLICY ☐ PRO-JECT ☐ LOC						
		OTHER:						
A	X	AUTOMOBILE LIABILITY			ISA H09049897	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		ANY AUTO						
		ALL OWNED AUTOS						
		HIRED AUTOS						
		SCHEDULED AUTOS						
		NON-OWNED AUTOS						
		UMBRELLA LIAB						EACH OCCURRENCE \$
		EXCESS LIAB						AGGREGATE \$
		DED						\$
		RETENTION \$						
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C4910134A (AOS)	10/01/2016	10/01/2017	☒ PER STATUTE ☐ OTH-ER
C		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A	SCF C4910101351 (WI)	10/01/2016	10/01/2017	E.L. EACH ACCIDENT \$ 1,000,000
D		If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C49101363 (TN)	10/01/2016	10/01/2017	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)

Where required by written contract, Certificate Holder is an Additional Insured (except on Workers' Comp) as respects operations of the Named Insured. The above referenced policy(s) includes Waiver of Subrogation in favor of the Certificate Holder.

CERTIFICATE HOLDER City of Oxnard 300 W Third Street, Suite 302, Oxnard, CA 93030	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Lhoist North America, Inc. PO Box 985004 Ft. Worth, TX 76185
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Lhoist North America Inc., and its subsidiaries:

Lhoist North America, Inc. (formally Chemical Lime Company)
Chemical Management Co., Inc.
Lhoist North America of Texas, Ltd.
Lhoist North America of Alabama, LLC
Lhoist North America of Missouri, Inc.
Lhoist North America of Arizona, Inc.
Lhoist North America of Virginia, Inc.
Lhoist North America of Tennessee, Inc.
Franklin Industrial Minerals (formally Franklin Limestone Co)
H.C. Spinks Clay Company, Inc.
Acid Gas Solutions LLC

POLICY NUMBER: HDO G2785736A

Endorsement Number: 1

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
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): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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: HDO G2785736A

Endorsement Number: 18

**COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.