

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 15, 2016
Regular Meeting - 6:00 PM
Closed Session - (4:30 PM)

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING:

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

1. 1. Conference with Legal Counsel – Existing Litigation

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

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

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

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.

2. 2. Conference with Legal Counsel – Anticipated Litigation

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated 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.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation of a Commendation to Jessy Tapia for Receiving the California Expanded Learning Emerging Leadership Award from the California Department of Education.

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

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 Clerk Department**

1. **SUBJECT:** Approval of Council Minutes of October 18 and 25, 2016 and Special Council Minutes of October 27, 2016

RECOMMENDATION: Approval of Council Minutes of October 18 and 25, 2016 and Special Council Minutes of October 27, 2016.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review

RECOMMENDATION: That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list: A.) Management Partners for assistance in recruiting for technical positions within Public Works (\$25,500); B.) Kelly Cleaning & Supplies, Inc., amendment for custodial services for Public Works facilities (\$84,785); and C) Sungard HTE for annual software maintenance (\$127,835).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

3. SUBJECT: Amendment to Agreement for Translation Services for City Council Meetings

RECOMMENDATION: That the City Council approve and authorize the Mayor to enter into a Third Amendment to Agreement No. 5753-12-CM with All Languages Interpreting and Translating in the amount of \$57,800 for Interpreting Services at City Council meetings and the Inter-Neighborhood Council Organization's annual town hall meeting.

Legislative Body: CC

Contact: Delana G. Gbenekama

Phone: 385-7593

Development Services Department

4. SUBJECT: Second Reading and Adoption of Ordinance 2910 Approving 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 City Council adopt Ordinance 2910 approving 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

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Public Works Department

5. SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract (A-7915) for PW16-13 - Del Norte Regional Recycling & Transfer Station Facility (Del Norte Facility) Waste Tipping Floor Restoration.

RECOMMENDATION: That City Council: 1) Award Agreement A-7915 to the lowest responsible and responsive bidder, American Restore, Inc., in the amount of \$169,750 for PW16-13 - Del Norte Facility Waste Tipping Floor Restoration Project, and authorize the purchasing agent to execute the contract upon receipt of final documents. 2) Approve an additional 15% (\$25,462) of the contract value of \$169,750 for a total potential funding of \$195,212 for contingency reserves in the event of unforeseeable change orders for this project.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

6. SUBJECT: Administering Agency-State Master Agreement 07-5129F15 for Federal Aid Projects and Resolution Authorizing the Mayor to Execute Program Supplements
RECOMMENDATION: That City Council: 1) Approve Administering Agency-State Master Agreement for Federal Aid Projects Agreement No. 07-5129F15 (Oxnard Agreement No. A-7935) and authorize the Mayor to execute this Master Agreement; and 2) Adopt a resolution authorizing the Mayor or his or her designee to execute all future project- or grant-specific supplemental agreements and related documents that fall under this Master Agreement.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

L. PUBLIC HEARINGS

M. APPOINTMENT ITEMS

N. REPORTS

Public Works Department

1. 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:

Agreement A-7924 with Argo Chemical, Inc. for supply and delivery of aqueous ammonia to the Water Facilities in the amount of \$61,722.

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.

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.

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.

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

City Attorney Department

2. SUBJECT: Emergency Work at Golf Course Clubhouse (5/10/5)

RECOMMENDATION: That the City Council adopt a resolution terminating the action regarding the emergency at the River Ridge Golf Club's clubhouse, making findings therefor, and ordering that the remainder of the clean-up, demolition and repair work at the facility be completed by giving notice for bids.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

Finance Department

3. SUBJECT: Repeal of Wastewater Rates (15/15/20)

RECOMMENDATION: That the City Council receive a report on the repeal of the wastewater rates and the issues that it has created for the Wastewater fund, as well as a general process to move forward in securing the proper funding for the Enterprise fund. (15/15/20)

Legislative Body: CC

Contact: Jim Throop

Phone:

Housing Department

4. SUBJECT: Funding Request for Homeless Winter Shelter (5/20/20)

RECOMMENDATION: 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 Oxnard 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 Oxnard National Guard Armory.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

Public Works Department

5. SUBJECT: Progress Report on City Operation of Del Norte Regional Recycling and Transfer Station (MRF) and Environmental Resources Division Optimization Planning and Implementation Project, Approval of Agreement No. A-7764 for Development of an Environmental Resources Division Optimization Planning and Implementation Project, and Approval of a Budget Appropriation of Funds (20/20/20)

RECOMMENDATION: That City Council:

Receive An Annual Progress Report on City Operation of Del Norte Regional Recycling and Transfer Station (MRF).

Approve and authorize the Mayor to execute a three-year agreement with E. Tseng and Associates, Inc. A-7764 in the amount of \$842,500 for the development of an Environmental Resources Division Optimization Planning and Implementation Project.

Approve an appropriation of funds in the amount of \$280,833 from Environmental Resources

Operating Fund Balance to the Environmental Resources Administrative & Planning for the optimization planning and implementation assessment.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

City Attorney Department

6. SUBJECT: Marijuana Code Amendment (5/10/20)

RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Section 7-282 of the City Code to provide that indoor marijuana cultivation in compliance with state law is not prohibited.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

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 SESSION

C. CLOSED SESSION

R. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: November 15, 2016

TO: City Council

FROM: Daniel Martinez
City Clerk

A handwritten signature in cursive script that reads "Daniel Martinez".

SUBJECT: Approval of Council Minutes of October 18 and 25, 2016 and Special Council Minutes of October 27, 2016

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

RECOMMENDATION:

Approval of Council Minutes of October 18 and 25, 2016 and Special Council Minutes of October 27, 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 cc161018

Approval of Minutes 11/18, 11/25, 11/27
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Attachment B cc161025

Attachment C cc161027.spc

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

October 18, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:02 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. 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 at the Oxnard City Hall and the Library. 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 and Stephen Fischer, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment received from: Steve Nash.

C. CLOSED SESSION

At 5:05 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed is City of Oxnard v. Dale Belcher, et al., Ventura County Superior Court, Case No. 56-2014-00450216-CU-CO-VTA

At 6:01 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:01 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Tony Grey and Bret Robles. Mayor Flynn presided. Additional staff members present were: Daniel Rydberg, Public Works Director; James Throop, Interim Chief Financial Officer; Kymberly Horner, Economic Development Director; Arturo Castillo, Housing Director; Ingrid Hardy, Cultural and Community Services Director; Ashley Golden, Development Services Director and Todd Moody, Special Counsel.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of the Helen Putnam Award to the Oxnard City Council by Dave Mullinax with the League of California Cities.

DISCUSSION: David Mullinax commented on the recognition of League of California Cities for the activities of City Corps. The City Council recognized the City Corps organization and Efren Gorre. The Public Works Director commented on the work of the City Corps organization.

2. SUBJECT: Presentation by Award Winning Producer/Director Lorenzo DiStefano of His Documentary "Hearing is Believing" Honoring Oxnard Resident, Rachel Flowers.
DISCUSSION: Recognized Rachel Flowers who was portrayed in a documentary.
3. SUBJECT: Presentation of a Certificate of Commendation to the Oxnard Stars and Plyometric Fusion Team.
DISCUSSION: Recognized the Oxnard Stars and Plyometric Fusion Team which consisted of several youth competing in track events

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Daniel Chavez (Council candidate); Peter De Domenico (City Clerk candidate, records system); Edward Castillo (Police incident); Phillip Molina (City Treasurer candidate); Bob Nast (California for Response Oil and Gas); Jackie Tedeschi (Parks and Recreation Department); Woodrow Thomas (past claims against City); Al Jones (City Treasurer candidate); Gary Blum (Steampunk Festival); Aaron Starr (supported Measure M); Martin Jones (past Measure on ballot); Al Velasquez (amount of time to speak, supported on Measure M); Pat Brown (election process & obligations of elected officials); Steve Nash (open-space initiatives) and Alicia Percell (limited "use" of public funds regarding elections)

G. REPORT OF CITY MANAGER

The City Manager discussed: "Great Shake-Out" activities; special meeting report of audit status including Union Bank, State Controller Office report and bond information. The City Attorney commented on "public use" of funds regarding elections.

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on special meeting to discuss bond letter (regarding "bond" commitments), downtown management meetings, Steampunk Festival, PAC activities, last day to register to vote is Oct. 24 for Nov. 8 election, North Fremont Neighborhood and the hope that the new 2017 Council would be examining budget early next year.

Public comment received from Al Velasquez (balance budget, use of Measure O funds)

I. REVIEW OF INFORMATION/CONSENT AGENDA

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

K. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: City Council Minutes of October 4, 2016.
RECOMMENDATION: Approve City Council Minutes of October 4, 2016.

City Manager Department

2. 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) Sam Hill & Sons, Inc. repair cogenerator #3 engine at the Wastewater Treatment Plant (\$29,230); B) Sam Hill & Sons, Inc. replacement of a 500-foot section of sewer pipe in the alley near First Street and Magnolia Avenue (\$74,706); and C) Granite Construction for additional removal and replacement of sidewalk, curb and gutter for Sierra Linda Resurfacing Project (\$41,337).

Fire Department

3. SUBJECT: Acceptance of Assistance to Firefighters Grant Program (AFG) Federal Emergency Management Agency (FEMA) for Survivability Training as a Subrecipient to the Ventura County Fire Protection District in the Amount of \$49,920

RECOMMENDATION: Adopt **Resolution No. 14,966** authorizing: 1) The City Manager or designee to accept the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant designation from Ventura County Fire Protection District (VCFPD) to the City of Oxnard Fire Department in the amount of \$49,920; 2) The Chief Financial Officer or designee to recognize the \$44,928 from FEMA Grant Fund and 10% match of \$4,992 from Fire General Fund Operating Budget, to submit financial reports and grant claims, and perform all other required financial actions; and 3) The Fire Chief or designee to submit non-financial reports.

Public Works Department

4. SUBJECT: Caltrans Master Agreement and Future Supplemental Agreements

RECOMMENDATION: 1) Approve Master Agreement Administering Agency-State Agreement No. 00494S for State-Aid Projects and authorize the Mayor to execute this Master Agreement (Agreement No. A-7932); and 2) Adopt **Resolution No. 14,967** authorizing the Mayor or his or her designee to execute all future project- or grant-specific supplemental agreements and related documents that fall under this Master Agreement.

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

L. PUBLIC HEARINGSM. APPOINTMENT ITEMSN. REPORTSEconomic Development Department

1. SUBJECT: Downtown Vision Plan.

RECOMMENDATION: Staff recommends that the City Council accept the Downtown Vision Plan and direct staff to prepare and return with an Implementation Plan; and Community Development Commission Successor Agency accept the Downtown Vision Plan and direct staff to prepare and return with an Implementation Plan.

DISCUSSION: The City Manager commented on: possible development of downtown Oxnard compared to other communities; working on an “implementation” plan; public outreach: use of public arts; development of a Downtown Vision plan including “mixed-use” development and having a “private/public” business plan.

The Economic Development Director outlined the gathering information, community input regarding a “downtown vision” and possible “downtown” regulations updated.

The Public Works Director outlined possible development including traffic changes including bicycle paths and being “pedestrian” friendly.

David Sargent, Congress with New Urbanism, discussed: “downtown” development; reconfigure areas around Plaza Park; having live/work structures; infill development; providing downtown services and structures.

The Cultural and Community Services Director commented how “arts” can impact the downtown atmosphere, arts having an impact on the community including engaging the community.

The Development Services Director discussed parking strategies including in-lieu fees, sharing parking space (business/residential), parking meters, encourage “other transportation” options and possible future parking structure.

The Housing Director briefly discussed homeless issues, goals to reduce “homelessness in the community” and development of “long-term” services.

Public comments received from: Orlando Dozier; Gary Blum; Aurelio Ocampo; Pat Brown; Louise Carrisle; Steve Nash; George Sorkin; Roger Poirier; Daniel Chavez; George Miller; Jackie Tedeschi; Abel Magana; Alex Rivera; Al Velasquez; Vincent Bezares and Aaron Starr.

The City Council discussed: working with business community, development of downtown policies, examining downtown “traffic” flow, downtown zoning requirements, past “downtown” plans, housing issues/policies, homelessness issues and staffing needs.

ACTION: Moved to accept report and directions to staff (MacDonald/Ramirez) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

At 10:08 p.m. the City Council concurred to continue past 10:00 p.m. to hear item N-2.

2. SUBJECT: Successor Agency Updates

RECOMMENDATION: Receive Verbal Report on Successor Agency Updates and Accomplishments and provide Comment to Staff; and That Community Development Commission Successor Agency Receive Verbal Report on Successor Agency Updates and Accomplishments and provide Comment to Staff.

DISCUSSION: The Economic Development Director reviewed the plan to dissolve former Redevelopment properties, the need to have a “development” plan, process to transfer properties, settlement agreement with La Dolce Vita, submitting of ROPS, RiverPark amendment, disposition of properties and “long-range” plans.

Public comments received from: Amanda Fegan (Naval Base Ventura County) and George Miller.

The Special Counsel reviewed the settlement agreement with La Dolce Vita.

The City Council discussed: the progress to “sell” properties including disposition of Heritage Square properties and attorney fees.

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

Public Works Department

3. SUBJECT: Wastewater Treatment Plant Improvements Project Update.

RECOMMENDATION: Receive a verbal update on the Oxnard Wastewater Treatment Plant improvements project and provide feedback to staff.

ACTION: The City Council concurred to continue to future date.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 10:51 p.m. the joint meeting with the Commission Development Commission Successor Agency concluded.

R. ADJOURNMENT

At 10:51 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
October 25, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:17 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Pro Tem Carmen Ramirez was absent. The City Clerk stated that the agenda was posted on Thursday at the Oxnard City Hall and the Library. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager and Stephen Fischer, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment received from: Michael Gleason.

C. CLOSED SESSION

At 5:22 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

At 5:53 p.m., Mayor Pro Tem Ramirez was present. At 6:27 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:28 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States. Mayor Flynn presided. Additional staff members present were: Maria Hurtado, Assistant City Manager; Scott Whitney, Police Chief; Daniel Rydberg, Public Works Director; James Throop, Interim Chief Financial Officer; Joseph Rodriguez, Fleet Services Supervisor; Thien Ng, Wastewater Division Manager; Ingrid Hardy, Cultural and Community Services Director; and Ashley Golden, Development Services Director.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Edward Castillo (public “speaking” rights at Council meetings); Woodrow Thomas (police incident); Peter De Domenico (City Clerk candidate); Aaron Greer (“crime” issues); Jackie Tedeschi (recognition of Dan and Barbara Pinedo); Mike Johnson (Police and budget issues); Martin Jones (against Measure “M”); Christian Quirino (support of “Art in Public Places” programs); Julie Medina (support of community “arts” programs); Levi Gross (funding of community “art”); Armando Vasquez (support of “arts in public places” program); Daniel Chavez (Council candidate, opposing Measure “M”); Jack Villa (Council candidate, opposing Measure “M”); Stephen Huber (opposing Measure “M”); Michelle Ascencion (City Clerk

candidate); Shirley Godwin (opposing Measure “M”); Larry Stein (getting answers to questions from staff); Aaron Starr (supported Measure “M”); Phillip Molina (City Treasurer candidate); Jonathan Royas (City Treasurer candidate); Abel Magana & Lacy Cartegana (Make a Difference Day event); Alicia Percell (restrictions to use public funds regarding “election” issues); Pat Brown (trucks driving on Oxnard Blvd); Al Velasquez (“right” to publicly speak, supporting Measure “M”); and George Miller (request special meeting information, public comments).

G. REPORT OF CITY MANAGER

The City Manager announced the Special meeting to discuss the first quarterly financial review, the Ten Year forecast and status of “bond” ratings.

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on: report of Downtown Management issues; “Make a Difference Day” event; “Great Shake Out” event; the passing of Tony Grey; Kiwanis’s Firefighter of Year event; Calleguas Municipal Water meeting; Freeway signage regarding truck routes; Arts in Public Places program; Veteran’s Day Event and “voting” November 8 election day.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Comments received from: Interim Chief Financial Officer (K-1(a)); Councilmembers MacDonald, Perello and Ramirez (K-1(b)) and Police Chief (K-3).

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Daniel Chavez (K-1(a)) and Shirley Godwin (K-1(b)).

K. INFORMATION CONSENT AGENDA

City Manager Department

1. 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) Questica for budget management software (\$206,595). B) Pollinate for Ormond Beach Coordinator services (\$50,000); and C) Sam Hill & Sons, Inc. for repair of pipeline, pipe trench dewatering, asphalt repair, to wastewater and storm drain systems (\$118,400).

Fire Department

2. SUBJECT: Recognize Revenue and Appropriate Funds for the 2016 Emergency Management Performance Grant (EMPG)

RECOMMENDATION: Approve a Budget Appropriation recognizing grant funding in the amount of \$47,857 from 2016 Emergency Management Performance Grant (EMPG).

Police Department3. SUBJECT: Enterprise Fleet Management Contract

RECOMMENDATION: Approve and authorize the Mayor to execute a three year agreement (contract number A-7893) along with the Master Equity Lease Agreement for vehicle leasing with Enterprise Fleet Management Trust of Delaware for undercover and administrative vehicles in the amount not to exceed \$675,000.

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

L. PUBLIC HEARINGSM. APPOINTMENT ITEMSN. REPORTSPublic Works Department1. SUBJECT: Extend Blanket Purchase Order No. 5639 for Silvas Oil Company to Deliver Lubricants and Antifreeze to Various City Sites for the Period of January 1, 2017 to June 30, 2018.

RECOMMENDATION: Approve and authorize the City Manager to extend Blanket Purchase Order No. 5639 for Silvas Oil Company to deliver lubricants and antifreeze to various City sites, for period from January 1, 2017, to June 30, 2018, in an amount not to exceed \$375,000.

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

2. SUBJECT: Extend Blanket Purchase Order No. 5640 for MacValley Oil Company to Deliver Gasoline and Diesel to Various City Sites for the Period January 1, 2017 to June 30, 2018

RECOMMENDATION: Approve and authorize the Mayor to extend Blanket Purchase Order No. 5640 for MacValley Oil Company to deliver gasoline and diesel to various City sites, for the period from January 1, 2017, to June 30, 2018, in an amount not to exceed \$1,354,000.

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

3. SUBJECT: Pavement Management System Update.

RECOMMENDATION: Receive a verbal update on the Pavement Management System (PMS) and provide feedback to staff.

DISCUSSION: The Public Works Director reviewed several aspects of the pavement system including “ranking” of streets of maintenance, funding of streets, receiving of grants to be used only for certain projects and efforts to maintain “infrastructure” before street maintenance .

Joe Rine, Pavement Engineering Inc., reviewed several “street” issues including maintenance, cost of maintenance and types of materials (recycled materials) options to be used.

Public comments received from: Pat Brown; Larry Godwin; Aaron Starr; George Miller; Daniel Chavez; Al Velasquez and Woodrow Thomas.

At 8:38 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided. At 8:41 p.m., Mayor Flynn returned and presided.

The Council discussed: maintenance process of streets; painting of street stripping; maintenance “timing” of streets; proposed County-wide Transportation Measure; the “street” maintenance of other cities and training of personnel.

ACTION: Received report and provided comments to staff.

4. SUBJECT: Wastewater Treatment Plant Improvements Project Update.

RECOMMENDATION: Receive a verbal update on the Oxnard Wastewater Treatment Plant improvements project and provide feedback to staff.

DISCUSSION: The Wastewater Division Manager reviewed the current condition of wastewater plant, the need to update facilities, staffing issues and estimated “utility” rates.

Public comments received from: Shirley Godwin; George Miller; Alicia Percell; Steve Nash; Pat Brown; Woodrow Thomas; Daniel Chavez; Al Velasquez; Edward Castillo and Larry Godwin.

The Council discussed: estimated “utility” rates; current challenges; long-term planning and possible “regional” planning/coordination of services.

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

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comment received from: Steve Nash (election measures).

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:44 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD CITY COUNCIL

Special Meeting
October 27, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:01 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. 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 and Jim Throop, Interim Chief Financial Officer.

B. PUBLIC COMMENTS ON REPORTSC. REPORTSFINANCE DEPARTMENT

1. SUBJECT: First Quarterly Financial Review: 10 Year Forecast and Status of Bond Rating, Letter of Credit, and Quality Control Review Report from State Controller's Office
RECOMMENDATION: Receive and file an update to the City's 10-year financial forecast, State Controller's Report on its quality control review of the FY2014-15 external audit, a briefing on the City's current bond rating from S&P, discussion on the Letter of Credit (LOC) status with Union Bank, and the current situation with the City's failure to meet bond covenants related to debt coverage.
DISCUSSION: The City Manager reviewed "financial" information including: reinvesting in capital expenses; stabilizing credit; use of Measure "O" funds; cash balances; development impact fee and finances of enterprise funds.

Eden Casareno and Don Ecker, Eadie & Payne, LLP, provided an overview of the State Controller's Office letter and the need for future reports to the State Controller's Office.

Phillip Curtis, FirstSouthwest, reviewed past bond rating and current bond rating including completion of audit, the "adequate" management view as being positive, the change of "future" lookout as "stable", MUFG Union Bank "90" day extension & replacement request and future "debt" rating issues.

Robert Leland, Senior Advisor (Management Partners), reviewed several "long-range" budget forecast issues including pensions, staffing levels, health insurance, property tax, sale tax, inflation and recession issues.

Public comments received from: Dick Jaquez; Orlando Dozier; Cyndi Hookstra; Jim Lavery; Eileen Tracy; George Miller; Jeff Donabedian; Edward Castillo; Larry Stein; Martin Jones; Miguel Lopez; Daniel Chavez; Alicia Percell; Jonathan Royas; Aaron Starr and Al Velasquez.

The City Council discussed several issues including “fiscal” projections, a possible future economy down-turn, CAPER updates, fulfilling basic financial recommendations, past “financial” practices, use of consultants, providing “critical” services to the community, having an “accurate” accounting management system and the “actions” the City has taken to stabilize municipal budgets.

ACTION: Received report and provided comments to staff.

D. ADJOURNMENT

At 8:29 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.: 2

DATE: November 15, 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.) Management Partners for assistance in recruiting for technical positions within Public Works (\$25,500); B.) Kelly Cleaning & Supplies, Inc., amendment for custodial services for Public Works facilities (\$84,785); and C) Sungard HTE for annual software maintenance (\$127,835).

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 15, 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 15, 2016

City Manager Contract List for 11/15/2016

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

A To Provide Recruitment Assistance

Vendor:	Management Partners	Amount to be Approved:	\$25,500
Type:	Amendment	Current FY Amount:	\$75,000
Agreement No.:	7417-16-HR	Total Contract Amount:	\$75,000
Amendment No.:	2	Funding Source:	General Fund
Purchase Order No.:	5888	Vendor Selection Process:	Negotiated Contract
Begin Date:	04/11/2016	# of Bids/Proposals/Quotes:	3
End Date:	03/31/2017	Project Manager:	Steve Janice
Term:	11 Months	Department:	Human Resources
		Telephone:	805.385.7947
		Email:	Steve.janice@oxnard.org

Purpose:

This Contract for Consulting Service provides assistance in recruiting for some of the more technical positions that need to be filled for the Public Works Department. The consultant will be focusing on Public Works operational needs only. Management Partners was chosen for this project as they had the most experience in dealing with government entities. Their consultant has extensive knowledge of the technical/professional positions that require the advanced degrees and certifications necessary for many of the positions being recruited for in the Public Works Department.

City Manager Contract List for 11/15/2016

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

B Janitorial Services for Water, Wastewater and Environmental Resources

Vendor: Kelly Cleaning & Supplies, Inc.
Type: Amendment
Agreement No.: 7592-16-PW
Amendment No.: 1
Purchase Order No.: 6026
Begin Date: 09/12/2016
End Date: 06/30/2017
Term: 9 months

Amount to be Approved:
Current FY Amount: \$84,785
Total Contract Amount: \$109,400
Funding Source: Water Fund, Wastewater Funds and Environmental Resources Fund
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 2
Project Manager: Jeanine Hutton
Department: Public Works Administration
Telephone: 805-385-7779
Email: jeanine.hutton@oxnard.org

Purpose: This amendment adds seven months to the current custodial contract for utilities facilities. This extension allows the Public Works Department to work on a custodial contract for all city facilities. Public Works intends on issuing a formal bid for custodial services of city facilities by February 2017.

On August 15, 2016 the City issued a Request for Quotation for seven utilities facilities: Wastewater Treatment Plant, Advanced Water Purification Facility, Water Campus, Blending Station No. 3, Blending Station No. 4, Blending Station No. 5, and the Del Norte Regional Recycling And Transfer Station. The City sent the Request for Quotation to five (5) known companies who provide these services. The closing date for the Request for Quotation was August 23, 2016. The Request for Quotation also required a mandatory walk-through, of all of the facilities on August 18, 2016, due to the complexity of the work involved. Three (3) vendors attended the mandatory walk-through. Of the three (3) vendors that attended the mandatory walk-through, only two (2) vendors submitted quotations. Kelly Cleaning & Supplies, Inc. provided the lowest quotation.

Funds are available in the Wastewater Treatment Operating Fund, Wastewater Collection Operating Fund, Water Treatment Operating Fund, and in the Environmental Resources Fund.

C SunGard HTE ERP annual maintenance

Vendor: SunGard
Type: Purchase Order
Agreement No.: N/A
Amendment No.: 6042
Purchase Order No.: 07/01/2016
Begin Date: 06/30/2017
End Date:
Term:

Amount to be Approved:
Current FY Amount: \$127,835
Total Contract Amount: \$127,835
Funding Source: Information Service Operation
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Raja Bamrungpong
Department: Information Technology
Telephone: 805-385-7554
Email: raja.bamrungpong@oxnard.org

Purpose: SunGard HTE Financial annual software maintenance for the City of Oxnard. In 1998 the City of Oxnard went through a competitive bidding process and selected the SunGard HTE Financial software, and it has been in continuous use ever since.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: November 15, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Delana Gbenekama
PR/Community Affairs Mgr

A handwritten signature in blue ink, appearing to read "Delana Gbenekama".

SUBJECT: Amendment to Agreement for Translation Services for City Council Meetings

CONTACT: Delana Gbenekama, PR/Community Affairs Mgr
Delana.Gbenekama@oxnard.org, 385-7593

RECOMMENDATION:

That the City Council approve and authorize the Mayor to enter into a Third Amendment to Agreement No. 5753-12-CM with All Languages Interpreting and Translating in the amount of \$57,800 for Interpreting Services at City Council meetings and the Inter-Neighborhood Council Organization's annual town hall meeting.

BACKGROUND

For the past four years, the City of Oxnard has contracted with All Languages Interpreting and Translating to provide English-Spanish/Spanish-English language interpreting and translating services on site and for broadcasting over the City's government channel secondary audio programming (SAP) system during City Council meetings. All Languages Interpreting and Translating has consistently provided excellent translation services in a timely, professional manner.

The language interpreting and translating service is an important tool provided to Oxnard residents. The City of Oxnard has a large Spanish-speaking population, with 74 percent of the City's population identifying as Latino.

The interpreting and translating service empowers Spanish-speaking residents by including them in the dialogue on municipal matters that directly affect them.

Approve Amendment to Agreement for Translation Services

November 15, 2016

Page 2

The vendor was originally selected as part of a request for proposals (RFP) process conducted in fiscal year 2012-13. The original agreement in the amount of \$57,800 began Aug. 1, 2012 and ended on Sept. 30, 2013.

The First Amendment in the amount of \$57,800 extended the term by one year, through Oct. 30, 2014, bringing the total contract amount to \$115,600. The Second Amendment in the amount of \$115,600 extended the term by two years, through Nov. 1, 2016, bringing the total contract amount to \$231,200.

Staff seeks approval to enter into a one-year Third Amendment in the amount of \$57,800 for a total contract amount of \$289,000, with the term being extended through Nov. 14, 2017. In addition to providing interpreting and translating services at City Council meetings, this amendment will allow the services to be extended to the Inter-Neighborhood Council Organization's annual town hall meeting.

Staff will initiate the RFP process for a new contract during this current fiscal year.

STRATEGIC PRIORITIES

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

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

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g., leverage social media and tools like Nextdoor)

FINANCIAL IMPACT

Sufficient funding is available from Measure O funded Spanish Language Interpretation City Council Meeting Project No. MO1401 in the amount of \$50,000 to provide translating and interpreting services. The balance of the amendment \$7,800 will be funded through the budget process for fiscal year 2017-18 Measure O funding.

ATTACHMENTS:

Approve Amendment to Agreement for Translation Services

November 15, 2016

Page 3

Attachment A: Third Amendment to Professional Services Agreement

Attachment B: Professional Services Agreement and First and Second Amendments

Agreement No. 5753-12-CM

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of November, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and All Languages Interpreting & Translating ("Consultant"). This Third Amendment amends the Agreement entered into on August 1, 2012, by City and Consultant. The Agreement previously has been amended on September 20, 2013, by a First Amendment and by a Second Amendment, on October 7, 2014.

City and Consultant agree as follows:

1. As of November 15, 2016, in Section 1 of the Agreement, "Exhibit A-3," Attached hereto and incorporated herein by-reference, is substituted for "Exhibit A-2."
2. As of November 15, 2016, in Section 8 of the Agreement, "Exhibit B-3," attached hereto and incorporated herein by reference, is substituted for "Exhibit B-2."
3. As of November 15, 2016, in Section 14(a) of the Agreement, "Exhibit C-3", Attached hereto and incorporated herein by reference, is substituted for "Exhibit C-2."
4. In Section 12 of the Agreement, the expiration date of "November 1, 2016" is deleted and replaced with the date "November 14, 2017."
5. In Section 14(a) of the Agreement, the figure "\$231,200" is deleted and replaced with the figure "289,000."
6. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Lourdes G. Campbell, Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

Delana Gbenekama, Project Manager

Greg Nyhoff, City Manager

EXHIBIT A-3
CONSULTING SERVICES
SCOPE OF WORK

- All Language Interpreting & Translating shall provide on-site conference English-Spanish/ Spanish-English interpreting services for City Council meetings and the Inter-Neighborhood Council Organization annual State of the City/town hall meeting for broadcast over the City's government channel SAP system and for members of the public in attendance at the meetings,
- Interpreting services shall be provided at all regular and special City Council meetings and the Inter-Neighborhood Council Organization annual State of the City/town hall meeting as of November 15, 2016 through November 14, 2017 (approximately 30-40 meetings per year),
- When requested, Consultant shall bring equipment necessary to provide services,
- Consultant shall provide two interpreters for each meeting. If additional interpreters are needed, consultant will request approval from the Public Relations and Community Affairs Manager beforehand,
- Consultant will guarantee interpreter(s) at all City Council meetings and Inter-Neighborhood Council Organization annual State of the City/town hall meetings,
- For City Council and Inter-Neighborhood Council Organization annual State of the City/town hall meeting cancellations, the City will make every effort to notify the consultant by the Friday before the next City Council meeting. The City will notify the consultant no later than 24 hours before a meeting cancellation.
- Consultant will invoice the City on a monthly basis.

EXHIBIT B-3**SCHEDULE OF WORK**

- All Languages Interpreting & Translating shall arrive in sufficient time prior to each scheduled meeting to ensure that equipment is in good working order.
- Consultant will coordinate with CPIO production staff for assistance on the technical needs of the broadcast.
- Consultant shall not leave until all equipment is safe and secure in its place.
- Consultant shall coordinate upcoming interpreting needs at upcoming City Council meetings and Inter-Neighborhood Council Organization annual State of the City/town hall meetings with the Public Relations and Community Affairs Manager.
- Consultant shall keep a log that tracks time in/out and number of hours worked at each of the City Council meetings and Inter-Neighborhood Council Organization annual State of the City/town hall meetings.

EXHIBIT C-3
FEE SCHEDULE

Consultant's fees shall be calculated as follows for each City Council meeting:

Regular Rate:	\$400 per interpreter for first 3 hours
Hourly Rate:	\$100/hour per interpreter for each subsequent hour, to be billed in quarterly increments
Number of Interpreters:	Minimum of two
Equipment as Needed:	\$6 per headset

Agreement No. 5753-12-CM**AGREEMENT FOR CONSULTING SERVICES**

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of August, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and ALL LANGUAGES INTERPRETING & TRANSLATING ("Consultant").

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Public Information Officer, subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Lourdes G. Campbell, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on September 1, 2012 and expire on September 30, 2013.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$57,800 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion,

general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to All Languages Interpreting and Translating, 701 East Santa Clara Street, Suite #47, Ventura, California, 93001 Attention: Lourdes G. Campbell.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Communication and Public Information Office, 300 West Third St, Oxnard, California 93030, Attention: Christina Aerenlund.

41. Amendment

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

42. Entire Agreement

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

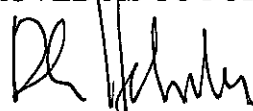
CITY OF OXNARD

ALL LANGUAGES INTERPRETING &
TRANSLATING


Karen R. Burnham, Interim City Manager


Lourdes G. Campbell, CEO

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:

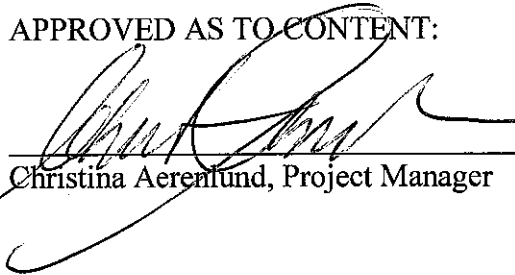

Christina Aerenlund, Project Manager

EXHIBIT A
CONSULTING SERVICES
SCOPE OF WORK

All Languages Interpreting & Translating shall provide on- location Conference English-Spanish/Spanish-English Interpretation Services for City Council meetings.

Interpretation Services shall be provided at all regular and special City Council meetings as of September 1, 2012 to September 30, 2013 (approximately 30-40 meetings).

City Council meetings are expected to be from 3 hours to 6 hours in duration.

Consultant shall bring equipment necessary to provide services.

Consultant shall provide two interpreters for each meeting. If additional interpreters are needed, consultant will request approval from Public Information Officer beforehand.

Consultant will guarantee interpreter(s) at all City Council meetings.

For City Council meeting cancellations, City will make every effort to notify consultant by the Friday before next City Council meeting. City will notify consultant not later than 24 hour before of meeting cancellation.

Consultant will invoice City on a monthly basis.

A handwritten signature in black ink, reading "Louder J. G. Campbell". The signature is written in a cursive, flowing style.

EXHIBIT B**SCHEDULE OF WORK**

Consultant shall arrive in sufficient amount of time prior to each meeting to set up equipment and be completely prepared when the meeting begins.

Consultant shall not leave until all equipment is safe and secure in its place.

Consultant shall coordinate upcoming interpretation needs at upcoming City Council meetings with the Public Information Officer.

Consultant shall keep a log that keeps time in/out and number of hours worked at each of the City Council meetings.



EXHIBIT C
FEE SCHEDULE

Consultant's fees shall be calculated as follows for each meeting:

Base Rate: \$400 per interpreter for first 3 hours

Hourly Rate: \$100 per hour/per interpreter for each subsequent hour, to
be billed in quarterly increments.

As needed interpretation equipment:

\$180 for interpretation equipment to include up to 30
headsets

\$6 per headset for each additional headset required.

Linda J. G. Campbell

Agreement No. 5753-12-CM

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of September, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and All Languages Interpreting & Translating ("Consultant"). This First Amendment amends the Agreement entered into on August 1, 2012, by City and Consultant.

City and Consultant agree as follows:

1. As of September 20, 2013, in Section 1 of the Agreement, "Exhibit A-1", attached hereto and incorporated herein by reference, is substituted for "Exhibit A".
2. As of September 20, 2013, in Section 8 of the Agreement, "Exhibit B-1", attached hereto and incorporated herein by reference, is substituted for "Exhibit B".
3. As of September 20, 2013, in Section 14(a) of the Agreement, "Exhibit C-1", attached hereto and incorporated herein by reference, is substituted for "Exhibit C".
4. In Section 12 of the of the Agreement, the expiration date of "September 30, 2013" is deleted and replaced with the date "October 30, 2014."
5. In Section 14(a) of the Agreement, the figure "\$57,800" is deleted and replaced with the figure "\$115,600".
6. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

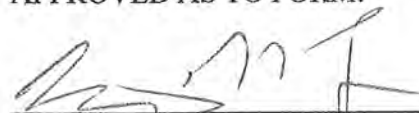
CONSULTANT

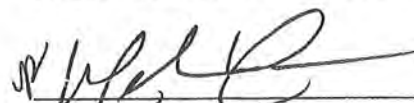

Karen R. Burnham, Interim City Manager


Lourdes G. Campbell, Chief Executive Officer

APPROVED AS TO FORM:

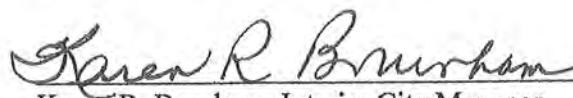
APPROVED AS TO INSURANCE:

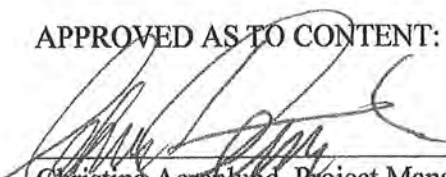

Stephen M. Fischer, Acting City Attorney


James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:


Karen R. Burnham, Interim City Manager


Christina Aehrenlund, Project Manager

COUNCIL APPROVAL
DATE: 10-1-13 AGENDA # S-2

**EXHIBIT A-1
CONSULTING SERVICES
SCOPE OF WORK**

- All Languages Interpreting & Translating shall provide on- location Conference English-Spanish/Spanish-English Interpretation Services for City Council meetings for broadcast over the City's Government Channel SAP system and for members of the public in attendance at the meetings,
- Interpretation Services shall be provided at all regular and special City Council meetings as of October 1, 2013 to October 30, 2014 (approximately 30-40 meetings),
- When requested, Consultant shall bring equipment necessary to provide services,
- Consultant shall provide two interpreters for each meeting. If additional interpreters are needed, consultant will request approval from Public Information Officer beforehand,
- Consultant will guarantee interpreter(s) at all City Council meetings,
- For City Council meeting cancellations, City will make every effort to notify consultant by the Friday before next City Council meeting. City will notify consultant not later than 24 hour before of meeting cancellation.
- Consultant will invoice City on a monthly basis.

EXHIBIT B-1**SCHEDULE OF WORK**

- All Languages Interpreting & Translating shall arrive in sufficient time prior to each scheduled meeting to ensure that equipment is in good working order.
- Consultant will coordinate with CPIO Production staff for assistance on the technical needs of the broadcast.
- Consultant shall leave until all equipment is safe and secure in its place.
- Consultant shall coordinate upcoming interpretation needs at upcoming City Council meetings with the Public Information Officer.
- Consultant shall keep a log that keeps time in/out and number of hours worked at each of the City Council meetings.

EXHIBIT C-1

FEE SCHEDULE

Consultant's fee schedule includes the following:

For a 6 Hour Meeting:

Base Rate:	\$400 for first 3 hours	\$400
Hourly Rate:	\$100/ hour (calculated for 3 hrs) (each subsequent hour or any portion thereof, to be billed at ¼ hour increments)	\$300
	Subtotal	\$700
Interpreters:	2	<u>x 2</u>
	Subtotal	\$1,400 per meeting
	No. of Mtgs	<u>x 40</u>
	Total	\$ 56,000

Equipment:

Rental of equipment: \$6 per person x 30 pp	\$180	per meeting
No of Mtgs	<u>x 10</u>	
	Total	\$1,800
	Total	\$57,800

Agreement No. 5753-12-CM

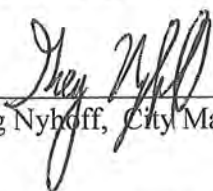
SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th day of October, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and All Languages Interpreting & Translating ("Consultant"). This Second Amendment amends the Agreement entered into on August 1, 2012, by City and Consultant. The Agreement previously has been amended on September 20, 2013, by a First Amendment.

City and Consultant agree as follows:

1. As of October 7, 2014, in Section 1 of the Agreement, "Exhibit A-2", attached hereto and incorporated herein by reference, is substituted for "Exhibit A-1".
2. As of October 7, 2014, in Section 8 of the Agreement, "Exhibit B-2", attached hereto and incorporated herein by reference, is substituted for "Exhibit B-1".
3. As of October 7, 2014 in Section 14(a) of the Agreement, "Exhibit C-2", attached hereto and incorporated herein by reference, is substituted for "Exhibit C-1".
4. In Section 12 of the of the Agreement, the expiration date of "October 30, 2014" is deleted and replaced with the date "November 1, 2016."
5. In Section 14(a) of the Agreement, the figure "\$115,600" is deleted and replaced with the figure "\$231,200".
6. As so amended, the Agreement remains in full force and effect.

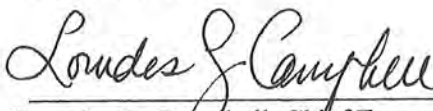
CITY OF OXNARD


Greg Nyhoff, City Manager

APPROVED AS TO FORM:


Stephen M. Fischer, Interim City Attorney

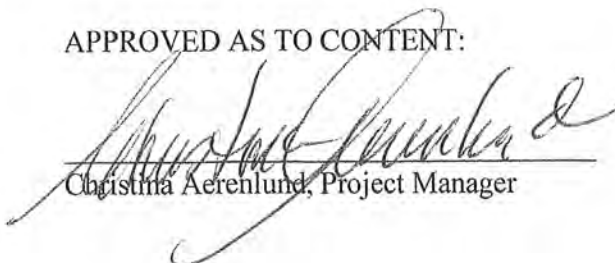
CONSULTANT


Lourdes G. Campbell, Chief Executive Officer

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:


Christina Aerenlund, Project Manager

COUNCIL APPROVAL
DATE: 11-18-14 AGENDA # S-3

EXHIBIT A-2
CONSULTING SERVICES
SCOPE OF WORK

- All Languages Interpreting & Translating shall provide on- location Conference English-Spanish/Spanish-English Interpretation Services for City Council meetings for broadcast over the City's Government Channel SAP system and for members of the public in attendance at the meetings,
- Interpretation Services shall be provided at all regular and special City Council meetings as of November 1, 2014 to November 1, 2016(approximately 30-40 meetings a year),
- When requested, Consultant shall bring equipment necessary to provide services,
- Consultant shall provide two interpreters for each meeting. If additional interpreters are needed, consultant will request approval from Public Information Officer beforehand,
- Consultant will guarantee interpreter(s) at all City Council meetings,
- For City Council meeting cancellations, City will make every effort to notify consultant by the Friday before next City Council meeting. City will notify consultant not later than 24 hour before of meeting cancellation.
- Consultant will invoice City on a monthly basis.

EXHIBIT B-2**SCHEDULE OF WORK**

- All Languages Interpreting & Translating shall arrive in sufficient time prior to each scheduled meeting to ensure that equipment is in good working order.
- Consultant will coordinate with CPIO Production staff for assistance on the technical needs of the broadcast.
- Consultant shall leave until all equipment is safe and secure in its place.
- Consultant shall coordinate upcoming interpretation needs at upcoming City Council meetings with the Public Information Officer.
- Consultant shall keep a log that keeps time in/out and number of hours worked at each of the City Council meetings.

EXHIBIT C-2
FEE SCHEDULE

Consultant's fees shall be calculated as follows for each City Council meeting:

Regular Rate:	\$400 Per Interpreter
Hourly Rate:	\$100/ hour Per Interpreter
Number of Interpreters:	Minimum of Two
Rental of Equipment:	\$6 Per Customer



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: November 15, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Second Reading and Adoption of Ordinance 2910 Approving 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 City Council adopt Ordinance 2910 approving 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

ATTACHMENTS:

Attachment A. Ordinance 2910

ORDINANCE NO. 2910

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
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

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 hereby ordain as follows:

Part 1. Section 15-52(C) of Division 3, Article III, Chapter 15 of the City Code is hereby amended to read as follows:

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

Part 2. Section 15-53(D) of Division 3, Article III, Chapter 15 of the City Code is hereby amended to read as follows:

"(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 director approval of the final map or parcel map."

Part 3. Section 15-54(A) of Division 3, Article III, Chapter 15 of the City Code is hereby amended to read as follows:

"An application for a final map or parcel map submitted to the director shall be accompanied by:

(A) A written memorandum of the subdivider, approved by the signature of the city engineer, stating that the final map or parcel map is in compliance with the approved tentative subdivision map or that it differs from the approved tentative subdivision map in certain respects which shall be set forth fully and in detail.”

Part 4. Section 15-55 of Division 3, Article III, Chapter 15 of the City Code is hereby amended to read as follows:

“SEC. 15-55. DIRECTOR ACTION.

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.”

Part 5. Section 15-56 of Division 3, Article III, Chapter 15 of the City Code is hereby amended to read as follows:

“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 director shall have the right to reject, accept or conditionally accept the offers of dedication.”

Part 6. Section 15-60(B) of Division 3, Article III, Chapter 15 of the City Code is hereby amended to read as follows:

“(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 director, does not materially affect the validity of any map, the map may be approved.”

Part 7. Section 15-62(A) of Division 3, Article III, Chapter 15 of the City Code is hereby amended to read as follows:

“(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:

- (1) The proposed map is not consistent with applicable general plan and specific plan;
- (2) The design or improvement of the proposed development is not consistent with applicable general plan and specific plan;
- (3) The site is not physically suitable for the type of development;
- (4) The site is not physically suitable for the proposed density of development;
- (5) The design of the development or the proposed improvements are likely to cause substantial environmental damage or to substantially and avoidably injure fish or wildlife or their habitat;
- (6) The design of the development or the type of improvement is likely to cause serious public health problems; and
- (7) The design of the development or the type of improvement will conflict with easements, acquired by the public at large, for access through or use of property within the proposed development; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.”

Part 8. Sections 15-67 of Division 3, Article III, Chapter 15 of the City Code is hereby amended to read as follows:

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

The director 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’s consideration of a final map or parcel map.”

Part 9. 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 10. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Part 11. 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 2910 was first read on November 1, 2016.

Part 12. 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.

PASSED AND ADOPTED this 15th 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



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: November 15, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract (A-7915) for PW16-13 - Del Norte Regional Recycling & Transfer Station Facility (Del Norte Facility) Waste Tipping Floor Restoration.

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

RECOMMENDATION:

That City Council: 1) Award Agreement A-7915 to the lowest responsible and responsive bidder, American Restore, Inc., in the amount of \$169,750 for PW16-13 - Del Norte Facility Waste Tipping Floor Restoration Project, and authorize the purchasing agent to execute the contract upon receipt of final documents. 2) Approve an additional 15% (\$25,462) of the contract value of \$169,750 for a total potential funding of \$195,212 for contingency reserves in the event of unforeseeable change orders for this project.

BACKGROUND

On April 5, 2016, City Council approved plans and specifications to conduct a public bid process for the Del Norte Waste Tipping Floor Restoration Project. The first advertisement for this project bid was June 24, 2016. The public bid process started on June 27, 2016 and closed with a public bid opening on July 27, 2016. Procurement Staff received a total of 1 bid in the amount of \$169,750 from American Restore, Inc.

Public Works Department Staff and The Contract Compliance Review Committee have agreed with the award of this contract following receipt of staff review of all documentation received

Execute Contract A-7915 for PW 16-13 Del Norte Floor Restoration Project

November 15, 2016

Page 2

from American Restore, Inc. This includes verification of required license and registration with State of California Department of Industrial Relations (DIR) per SB854; Occupational Safety & Health Administration (OSHA) web site; records for debarment; and any other published labor compliance issues. The bid received from American Restore, Inc., has been found to be the responsible and responsive low bid.

This project will restore approximately 2,300 square feet of specialized, resilient concrete floor space at the Del Norte Facility. This floor system is standard for similar Material Recovery Facilities and transfer station facilities and has performed as designed since the Del Norte Facility began operation in 1996. An additional 15% (\$25,462) of the contract value of \$169,750, for a total potential funding of \$195, 212, is recommended for contingency reserves in the event of unforeseeable change orders for this project.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy objectives established by the Oxnard City Council. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

- Goal 4 - Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans; and
- Objective 4b - Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Funding for this project is provided by the Environmental Resources Enterprise Fund - Operating Capital Outlay (Account No. 631-6313-891-8603). Sufficient funds were budgeted and approved through the Adopted Fiscal Year 2016-17 Budget.

ATTACHMENTS:

Attachment A - Tabulation of Bids

Attachment B - Bid Package, American Restore, Inc.

Attachment C - OSHA Report

Attachment D - Subcontractors

Attachment E - Certificate of Publication-Public Notice

Execute Contract A-7915 for PW 16-13 Del Norte Floor Restoration Project

November 15, 2016

Page 3

Attachment F - CA DIR Registration, Contractors State License Board & DLSE Debarments

Attachment G - Staff Report, Council Approval to Bid

Attachment H - Contract Compliance Review Committee Approval

PW16-13 - Del Norte Regional Recycling and Transfer Station Facility - Tipping Floor Restoration
Owner: City of Oxnard

Bid Opening: 07/27/16				* marks an allowance		American Restore, Inc.	
						15552 Commerce Ln Huntington Beach, CA 92649 US Bidder Status: Valid Comment: #1 -Low Bidder	
UD15-38-Orchard Park Neighborhood Street Resurfacing							
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	#1
1	1001-2	Mobilization/Demobilization	1	LS	\$13,350.00	\$13,350.00	
2	N/A	Waste Tipping Floor Restoration based on 2,300 sq. ft. @2' average thickness - including all prep work, installation, cure process and clean up.	1	LS	\$156,400.00	\$156,400.00	
BID LIST TOTAL SUBMITTED						\$169,750.00	
Total Bid Amount VERIFIED						\$169,750.00	
						Listed Subs	
						California Hi Tech Floors, Inc. 138 S. 2nd Ave Upland, CA 91786	

**CITY OF OXNARD
SPECIFICATION NUMBER PW16-13**

**BID DOCUMENTS (BLUE SHEETS)
FOR**

**PROJECT TITLE: -- Del Norte Regional Recycling and Transfer Station Facility --
Tipping Floor Restoration**

BRIEF DESCRIPTION OF PROJECT: Del Norte Facility Tipping Floor Restoration-
Work is based on approximately 2,300 square feet at a 2-inch average thickness of the tipping floor.

Specification Number PW16-13 includes 13 pages of bid documents. Drawing No. Exhibit A includes 1 sheet of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is to be complete in 90 calendar days. Actual work is to be done in One (1) 24-Hour Period during One (1) Two (2)-Day Weekend Period to be agreed on by the City and Contractor during this 90 calendar day window. Liquidated damages will be assessed at \$1,000.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name American Restore, Inc.
Physical Address 15552 Commerce Ln
Mailing Address Same
City Huntington Beach State CA Zip Code 92649
Telephone No. (714) 893-9080 Fax No. (714) 891-1658

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER PW16-13**

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

Environmental Resources –Del Norte Regional Recycling and Transfer Station Facility Waste Tipping Floor Restoration; located at 111 Del Norte Boulevard, Oxnard:

Area: Transfer station tipping floor restoration based on 2,300 square feet at a 2" (inch) average thickness.

- 1.-Floor area to be received in a broom swept condition.
- 2.-Saw cut and chip to create key way at all termination points of the new floor system.
- 3.-Scabble all keyed areas to remove any fractured aggregate as required.
- 4.-Chain drag to sound and remove any loose or questionable materials.
- 5.-Shotblast all surfaces as required to remove surface laitance and enhance bonding profile.
- 6.-Set up screed system to specified thickness 1 1/2 inch minimum.
- 7.-Mix and install 100% solids epoxy bonding agent, mechanically scrub into base slab as required.
- 8.-Mix, place and finish Iron/Cement floor topping system as required. See Exhibit B for preferred material Delta Top 404 at 2" average thickness.
- 9.-Install control joints as required where required.
- 10.-Install curing compound as required.
- 11.-Install carpet for wet cure process, (to be provided by owner from waste stream).
- 12.-This process will take 24 hours Friday prep, Saturday pour and open the Station on Monday.

The Del Norte Regional Recycling and Transfer Station (Facility) tipping floor restoration project work shall not interfere with normal operations at Facility and no down time for processing refuse and recyclable materials at facility.

The successful bidder for this project will be required to provide at least three references for having completed successfully three (3) similar waste tipping floor restoration, resurfacing and repairing at a similar facility within the last five (5) years.

**Bidder's Failure to Complete
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**CITY OF OXNARD
SPECIFICATION NUMBER PW16-13**

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME American Restore, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1001-2	LS	1	N/A	\$ 13,350.00
2	Waste Tipping Floor Restoration based on 2,300 sq. ft. @ 2" average thickness- Including all Prep Work, Installation, Cure Process and Clean-up	N/A	LS	1	N/A	\$156,400.00
GRAND TOTAL					\$	169,750.00

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CITY OF OXNARD
SPECIFICATION NUMBER PW16-13

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ \$169,750.00

The grand total submitted is subject to verification, total will be verified. If any discrepancy is found, the grand total as verified will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

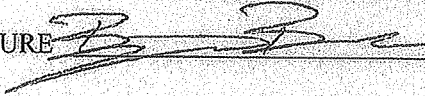
The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
	NONE		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED July 22, 2016 AT Huntington Beach, CA

COMPANY NAME American Restore, Inc.

SIGNATURE  TITLE Corporate Office/V. President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
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May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER PW16-13**

REFERENCES

BIDDER'S NAME American Restore, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
Fremont Transfer Station		
Owner	Project Location	
BLT Enterprises	41149 Boyce Rd, Fremont CA 94538	
Project Cost	Project Manager	Telephone
\$462,350.00	Rich Dubiel	(510) 772-2684

Project Description		
Grand Central Transfer Station		
Owner	Project Location	
GCRTS	999 South Hatcher Ave, City of Industry CA 91744	
Project Cost	Project Manager	Telephone
\$250,000.00	Andrew Palomares	(626) 855-5524

Project Description		
Henderson Transfer Station		
Owner	Project Location	
Republic Services	560 Cape Horn Dr, Henderson NV 89011	
Project Cost	Project Manager	Telephone
\$200,000.00	Andrew Enk	(702) 599-5803


SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER PW16-13

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME American Restore, Inc.

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No X _____

2. If yes, explain the circumstances.


SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
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**CITY OF OXNARD
SPECIFICATION NUMBER PW16-13**

BIDDER'S AFFIDAVIT

PROJECT PW16-13 Del Norte Regional Recycling & Transfer Station
Facility Waste Tipping Floor Restoration

I depose and say that I am Benjamin P. Ball, V. President

(Print or type name and title)

of American Restore, Inc.

(Name of Company)

15552 Commerce Ln

Huntington Beach

CA

92649

(Address)

(City)

(State)

(Zip Code)

Contractor's Employer Identification Number: 45-5108398

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 976449

FED TAX I.D. # 45-5108398

Classification: B, C8, C10, C27, C33, C36, C50, C51

Contractor's License Expiration Date: ~~9-30-2016~~ 9-30-2016

City of Oxnard Business License Number (Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 03-680-6491

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated July 22, 2016 at Huntington Beach, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)


SIGNATURE

**Bidder's Failure to Complete
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**CITY OF OXNARD
SPECIFICATION NUMBER PW16-13**

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
<i>Standard Bidder Questions (applies to all bids)</i>		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	X	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		X
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		X
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		X
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		X
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		X
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		X
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		X
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		X
10	Has Bidder or any Related Company ever been debarred? If so, provide the date and name of each and explain the circumstances.		X
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	X	

Contractor Officer's Signature:



Title

July 22, 2016

Date

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Establishment Search

NOTE: OSHA is currently migrating its legacy system. Cases prior to 2011 (Federal OSHA) and 2013 (OSHA State Plans) may be affected by this migration. Cases indicated *without* the .015 extension reflect the data as of 08/05/2016. The next updates for those cases will be reflected October 2016. Should you need case status updates for those cases before October 2016, please contact your originating OSHA Office.

Reflects inspection data through 09/15/2016

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a single inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Your Establishment search returned 0 results.

Establishment

State

OSHA Office

Case Status ☒ All ☐ Closed ☐ Open

Violation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date

End Date



OSHA

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Establishment Search

NOTE: OSHA is currently migrating its legacy system. Cases prior to 2011 (Federal OSHA) and 2013 (OSHA State Plans) may be affected by this migration. Cases indicated *without* the .015 extension reflect the data as of 08/05/2016. The next updates for those cases will be reflected October 2016. Should you need case status updates for those cases before October 2016, please contact your originating OSHA Office.

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Note: Please read important information below regarding interpreting search results before using.

Search By:

Your Establishment search returned 0 results.

Establishment

State Fed & State

OSHA Office

Case Status ☒ All ☐ Closed ☐ Open

Violation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date 19

End Date 19

**CITY OF OXNARD
SPECIFICATION NUMBER PW16-13**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME American Restore, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

<i>The information requested below must be filled out completely.</i>			This information must be provided now or via fax (805-385-8329) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. California Hi Tech Floors Inc.	138 S. 2nd Ave Upland, CA 91786	Concrete Finishing	836285	c-8
2. NA				
3. NA				

**Bidder's Failure to Complete
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**CITY OF OXNARD
SPECIFICATION NUMBER PW16-13**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME American Restore, Inc.

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805-385-8329) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. NA				
5. NA				
6. NA				
7. NA				
8. NA				
9. NA				

**Bidder's Failure to Complete
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May Cause Rejection of Your Bid**

Certificate of Publication

Ad #1148033

In Matter of Publication of:

Public Notice

State of California)

)))§

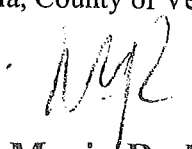
County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

June 24, July 01, 2016

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this July 07, 2016; in Camarillo, California, County of Ventura.


Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification number PW16-13 for the Del Norte Regional Recycling & Transfer Station Facility Tipping Floor Restoration Project. The project will consist of restoration of approximately 2,300 square feet area at a 2-inch average thickness of tipping floor. The work designated in this specification will require the Contractor to possess a State of California Concrete Contractors license, Class C-8 to be considered as a prime contractor qualified for award of this project and MUST have completed three (3) similar projects at a similar facility within the past 5 years. Per City policy no engineer's construction estimate will be provided for any public bid project.

Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA, www.cybercopyusa.com, or phone (805) 442-5292, fax (805) 442-5293 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling on TUESDAY, JUNE 24, 2016. The Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 200-5289.

A non-mandatory Pre-Bid Conference will be held at the Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Blvd., Oxnard at 10:00 A.M. on WEDNESDAY, JULY 13, 2016. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The RHICED of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City of Oxnard and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 300 West Third Street, Fourth Floor, Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, JULY 27, 2016. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO PROCUREMENT AT - 805-200-5289.

Ad Dates 06/24/16, 07/01/16 Ad No. 1148033

For: Patricia García From: Manuel Muñoz / Vida Newspaper
 RE: Legal Notice Requested. Please Confirm By Fax at 805 483-6233 By Email: vidanews@aol.com
 Size: 2 x Col 9.5"

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW16-13 for the Del Norte Regional Recycling & Transfer Station Facility Tipping Floor Restoration Project. The project will consist of restoration of approximately 2,300 square feet area at a 2-inch average thickness of tipping floor. The work designated in this specification will require the Contractor to possess a State of California Concrete Contractor's License, Class C-8 to be considered as a prime contractor qualified for award of this project and MUST have completed three (3) similar projects at a similar facility within the past 5 years. Per City policy no engineer's construction estimate will be provided for any public bid project.

Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopy-usa.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling on TUESDAY, JUNE 28, 2016. The Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 200-5289.

A non-mandatory Pre-Bid Conference will be held at the Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Blvd., Oxnard at 10:00 A.M. on WEDNESDAY, JULY 13, 2016. All prospective bidders are urged to attend. All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate-when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

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Published VCVN Dates: 06/23/16 and 6/30/16



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Public Works


Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016/17
 PWC Registration Number: example: 1234567890
 Contractor Legal Name: American Restore, Inc. [Contractor License Lookup](#)
 License Number: 976449
 County: Select County

Export as: ☒ Excel | ☐ PDF

Search Results
One registered contractor found 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	AMERICAN RESTORE, INC.	1000030947	ORANGE	HUNTINGTON BEACH	06/21/2016	06/30/2017

v2 20160101

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Public Works


Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016/17 ▼
 PWC Registration Number: example: 1234567890
 Contractor Legal Name: example: ABC COMPANY Contractor License lookup
 License Number: 836285
 County: Select County ▼

Export as: ☒ XLS ☐ CSV ☐ PDF

Search Results
One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	CALIFORNIA HI- TECH FLOORS. INC.	1000033074	SAN BERNARDINO	UPLAND	09/06/2016	06/30/2017

v2.20160101

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State of California
Department of Industrial Relations

Public Works | DLSE Debarment

DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
Special Assistant to the Labor Commissioner
1515 Clay Street
Suite 401
Oakland, CA 94612
SNakagama@dir.ca.gov

Name of contractor	Period of debarment
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #1792729	4/1/44 through 3/31/47 Decision LB5742
	4/1/41 through 3/31/44 Decision LB5665
Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC	4/1/36 through 3/31/39 Decision LB5740
	4/1/33 through 3/31/37 Decision LB5651
	4/1/33 through 3/31/37 Decision LB5739
	4/1/24 through 3/31/27 Decision LB5741
	4/1/30 through 3/31/33 Decision LB5743
	4/1/27 through 3/31/30 Decision LB5666
	4/1/21 through 3/31/24 Decision LB5667
	4/1/18 through 3/31/21 Decision LB5668
	4/01/15 through 3/31/18 Decision LB5345
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/5/18 Decision
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18 Decision

Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/11/15 through 3/10/17 Decision
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual	2/01/15 through 1/31/18 Decision
L A Builders, Inc., a California Corporation 15635 Salicoy Street, #H Van Nuys, CA 91406 CSLB #748591 Alon Gamliel, an individual	2/01/15 through 1/31/18 Decision
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #920610 Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO	4/01/15 through 3/31/18 Decision
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	4/01/15 through 3/31/18 Decision
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306	12/15/14 through 12/14/16 Decision
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	11/3/14 through 11/2/17 Decision
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	11/3/14 through 11/2/15 Decision
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	11/3/14 thorough 11/2/17 Decision
Nixon Electric Gordon Fulton Nixon, an individual	8/1/14 through 7/31/17 Decision

5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	2/28/14 through 2/27/17 Decision 
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	10/14/14 through 10/13/17 Decision 
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an Individual and Agent/Officer of the Corporation	8/4/14 through 8/3/17 Decision 
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	5/10/14 through 5/9/17 Decision 
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	5/1/14 through 4/30/17 Decision 
Don Kelly Construction, Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	3/25/14 through 3/24/17 Decision 
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 Decision 
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	10/31/13 through 10/31/16 Decision 
Ayodejia A. Ogundare, Individual Dba Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	5/15/2013 through 5/15/2014 Decision 
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision 

FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision 
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision 
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision 
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	3/31/11 through 3/30/13 Decision 
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	3/1/11 through 2/28/14 Decision  Addendum 
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993 Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901	7/1/10 through 6/30/13 Decision 
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	4/19/10 through 4/18/13 Decision 
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595 David Walter Cholewinski, an Individual 22031 Waite Street Wildomar, CA 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10	3/18/10 through 3/17/13 Decision 
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	10/15/09 through 10/14/12 Decision 
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr	8/5/09 through 8/4/12 Decision 

Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlinchey Lane, #103 Campbell, CA 95008 CSB #430969 Exp 7/31/09	5/14/09 through 5/13/12 Decision [A]
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	3/16/09 through 3/15/12 Decision > [A]

May 2016

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Contractor's License Detail for License # 836285

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

CALIFORNIA HI - TECH FLOORS INC
dba CALIFORNIA HI - TECH CONCRETE CO

138 S 2ND AVENUE
UPLAND, CA 91786
Business Phone Number:(909) 981-5008

Entity Corporation
Issue Date 04/19/2004
Expire Date 04/30/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-8 - CONCRETE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC6059436

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DOUGLAS BARRY JACOBS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/19/2004

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST

Policy Number: WSD5000654

Effective Date: 10/01/2012

Expire Date: 10/01/2016

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor's License Detail for License # 976449

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

AMERICAN RESTORE INC
15552 COMMERCE LANE
HUNTINGTON BEACH, CA 92649
Business Phone Number: (714) 893-9080

Entity Corporation
Issue Date 09/10/2012
Expire Date 09/30/2016

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

The renewal application has been received but not yet processed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C-8 - CONCRETE
C10 - ELECTRICAL
C27 - LANDSCAPING
C33 - PAINTING AND DECORATING
C36 - PLUMBING
C50 - STEEL, REINFORCING
C51 - STEEL, STRUCTURAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with NATIONWIDE MUTUAL INSURANCE COMPANY.

Bond Number: 7900417646

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JAMES LAWRENCE ANDREWS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 09/10/2012

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST

Policy Number: WSD5028369

Effective Date: 01/04/2015

Expire Date: 01/04/2017

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: K-6

DATE: April 5, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Approve Plans and Specifications for the Del Norte Facility Floor Restoration
Project PW 16-03

CONTACT: Todd Vasquez-Housley, Public Works
toddvhousley@oxnard.org, 805-890-3153

RECOMMENDATION

That City Council approve plans and specifications for PW16-03 Del Norte Facility Floor Restoration and authorize staff to solicit bids for the project.

BACKGROUND

In accordance with the City's purchasing policy, staff will conduct a formal competitive bid process for this public works project. The specific work includes all labor and materials to restore approximately 2,300 square feet of specialized, resilient concrete floor space at the Del Norte Regional Recycling and Transfer Station. This section of the Del Norte Facility tipping floor consists of a concrete subsurface and a resistant top layer composed of higher density concrete and steel fragments. The top layer is stronger and more wear resistant than typical concrete floors due to the constant movement of heavy equipment and abrasive materials. It is also designed to wear down smoothly over time, preventing abrasion to heavy equipment surfaces. However, with normal use, the top layer eventually erodes and exposes the concrete subsurface. The exposed concrete subsurface is far more susceptible to erosion by the heavy equipment, refuse and recyclable materials that are constantly moved across the floor. Additionally, the concrete subsurface does not wear down smoothly and can cause damage to heavy equipment surfaces due to abrasion. This floor restoration project will restore the resistant top layer, prevent damage to the concrete subsurface and prevent abrasion damage to the heavy

Approve Plans and Specs for Del Norte Facility Floor Restoration Project PW 16-03
April 5, 2016
Page 2

equipment. This floor system is standard for similar facilities and has performed as designed since the Del Norte Facility began operation in 1996.

FINANCIAL IMPACT

Sufficient funding has been appropriated in Fiscal Year 2015-2016 to the Environmental Resources Material Recovery Facility (MRF) Capital Outlay (Account Number 631-6313-891-8603) for the floor restoration of Del Norte Regional Recycling Station. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder for this project.

Note: Plans and specifications for the PW16-03 Del Norte Facility Materials Recovery Floor Restoration Project are available for review at the City of Oxnard Corporation Yard General Services Department - Building No. 2, 1060 Pacific Avenue 8:00 a.m. on Thursday prior to the City Council Meeting.

Procurement and Project Management

305 West Third Street, 2nd Floor, East Wing
 Oxnard, CA 93030
 (805) 200-5289
 Patricia.garcia@oxnard.org
 www.oxnard.org



Date: September 16, 2016

TO: Contract Compliance Review Committee

FROM: Todd Vasquez-Housley, Environmental Resource Manager
 Grant Dunne, Project Manager

SUBJECT: PW16-13 – Del Norte Regional Recycling & Transfer Station Facility Waste
 Tipping Floor Restoration – A-7915

CCRC
 9/20/16
REVIEWED

Public Works Project PW16-13 – Del Norte Regional Recycling & Transfer Station Facility Waste Tipping Floor Restoration was approved to bid by Council on April 5, 2016. This project is to restore approximately 2,300 square feet of specialized, resilient concrete floor space at the Del Norte Regional Recycling and Transfer Station. This floor restoration project will restore the resistant top layer, prevent damage to the concrete subsurface and prevent abrasion damage to the heavy equipment. This floor system is standard for similar facilities and has performed as designed since the Del Norte Facility began operation in 1996. This project was first advertised on June 24, 2016 and the bid window was from June 27, 2016 to July 27, 2016. A total of one bid was received for the bid amount of \$169,750.00. The bid was from American Restore, Inc. and all related paperwork including License State DIR Registration, OSHA, DSLE debarment site and references by staff found their bid to be a responsible and responsive bid. Project Management staff approved the Recommendation to Award on August 30, 2016. The request to allow issuance and execution of the contract to American Restore, Inc. is going on the City Council agenda for October 4, 2016.

We are requesting at this time CCRC approval to move forward with the request to Council for approval to issue and execute contract A-7915 to American Restore, Inc. in the amount of \$169,750 for the project. Sufficient funding has been appropriated from the Environmental Resources Material Recovery Facility (MRF) Capital Outlay Account 631-6313-891-8603 for the floor restoration of Del Norte Regional Recycling Station.

The bid documents, the approval to award memo and bid tabulation are attached.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: November 15, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Administering Agency-State Master Agreement 07-5129F15 for Federal Aid Projects and Resolution Authorizing the Mayor to Execute Program Supplements

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

RECOMMENDATION:

That City Council: 1) Approve Administering Agency-State Master Agreement for Federal Aid Projects Agreement No. 07-5129F15 (Oxnard Agreement No. A-7935) and authorize the Mayor to execute this Master Agreement; and 2) Adopt a resolution authorizing the Mayor or his or her designee to execute all future project- or grant-specific supplemental agreements and related documents that fall under this Master Agreement.

BACKGROUND

In order to qualify for grants through the California Department of Transportation (Caltrans), a public entity must first execute a master agreement that lays the foundation for the relationship between the two entities. This is the case even when the grants and other funding originate in the federal government but are made available through the State of California. Later, Caltrans and the public entity may execute supplemental agreements and related documents that outline particular grants and their related projects.

The City has approved master agreements with Caltrans in the past. However, Caltrans is requiring that the City execute a new master agreement for forthcoming projects related to federal transportation funding. The City must execute the attached master agreement before the

State Master Agmt No. 07-5129F15 and Resolution Authorizing Mayor to Execute Program Supplements
November 15, 2016
Page 2

City can obtain these Caltrans grants and process such invoices for reimbursements. Thus, staff requests that the City Council authorize the Mayor to execute the attached master agreement.

In the future, Caltrans will send the City a program supplement and related documents for each grant or project. This paperwork will state the particular grant's requirements if they are more specific than those listed in the master agreement, such as if particular funds need to be used for specific purposes. Often these supplemental agreements and related documents have quick turnaround times, so having to bring each supplemental agreement to the City Council could result in the City losing the federal funding due to passing deadlines. Thus, in similar situations in the past, the City Council has authorized the Mayor or his or her designee to execute program supplements and related documents with Caltrans without further City Council authorization. Since Caltrans is requiring the City to enter into a new master agreement, staff requests that the City Council authorize the Mayor or his or her designee to execute all future program supplements and related documents with Caltrans that fall under this particular master agreement without further City Council authorization.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no impact to the General Fund, nor immediate impact to other City funds. The master agreement outlines the general terms and conditions of obtaining and utilizing federal grants. It lists requirements that the federal government has as well as limitations on how federal funds can be used. Thus, the master agreement is not related to a particular project and does not have any financial impact on its own.

The program supplements and related documents will relate to particular projects. The funding of a specific project will be presented when staff requests Council approval of the project's plans and specifications and authorization to advertise the project.

ATTACHMENTS:

Attachment A - Federal Master Agreement No. 07-5129F15

Attachment B - Resolution

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

07 City of Oxnard

District Administering Agency

Agreement No. 07-5129F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Oxnard, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

City of Oxnard

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Oxnard
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF OXNARD AUTHORIZING THE
MAYOR TO EXECUTE ALL SUPPLEMENTAL
AGREEMENTS AND RELATED DOCUMENTS
REQUIRED UNDER ADMINISTERING
AGENCY-STATE MASTER AGREEMENT FOR
FEDERAL AID PROJECTS AGREEMENT NO.
07-5129F15 WITHOUT FURTHER COUNCIL
AUTHORIZATION

WHEREAS, the City of Oxnard utilizes and relies on grants and other funding from the California Department of Transportation (Caltrans), including federal aid transportation funds made available through the State of California; and

WHEREAS, the City wishes to continue obtaining such grants and other funding from Caltrans; and

WHEREAS, Caltrans has required the City to enter into Administering Agency-State Master Agreement for Federal Aid Projects Agreement No. 07-5129F15 (Master Agreement) in order to obtain such Caltrans grants and funding in the future; and

WHEREAS, the City Council has approved the Master Agreement and authorized the Mayor to execute the Master Agreement; and

WHEREAS, in similar agreements with Caltrans in the past, the City Council has authorized the Mayor or his or her designee to execute all project-specific supplemental agreements and related documents with Caltrans without further City Council authorization; and

WHEREAS, the City now wishes to authorize the Mayor or his or her designee to execute all future supplemental agreements and related documents that fall under this Master Agreement without further City Council authorization.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves, determines and orders the following:

Resolution No. _____

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1. The City Council hereby determines that all recitals listed above are true and correct and hereby incorporates those recitals into this resolution.
2. The City Council hereby authorizes the Mayor or his or her designee to execute all supplemental agreements and related documents under the Master Agreement without further City Council authorization.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Oxnard on November 15, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: November 15, 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 15, 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

November 15, 2016

Page 3

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 15, 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 SPACECOMPANY
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		POLICY INFORMATION:		
Telephone: _____		Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE _____ Included in Limits In Addition to Limits _____		
NAMED INSURED		Deductible _____ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which)		
TYPE OF INSURANCE		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:		
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY COMPREHENSIVE GENERAL LIABILITY OWNERS & CONTRACTORS PROTECTIVE		CITY AGREEMENTS/PERMITS		
CLAIMS Made Retroactive Date _____ Occurrence _____		OTHER PROVISIONS		
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
	EACH OCCURRENCE	AGGREGATE		
GENERAL PRODUCTS/COMPLETED OPERATIONS PERSONAL & ADVERTISING INJURY FIRE DAMAGE _____ _____				
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 _____		

Rev. 10/16



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																					
INSURED Argo Chemical Inc 30933 Imperial Street Shafter CA 93263	<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 C: State Compensation Ins. Fund																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

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 ☐ CLAIMS-MADE					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					occurrence \$1,000,000
	Site Specific		SSP153376114	7/1/2016	7/1/2017	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 (2010/05) 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

© ISO Properties, Inc., 2004

**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

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

HOME OFFICE
SAN FRANCISCO

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

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

**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

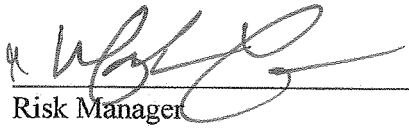
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:



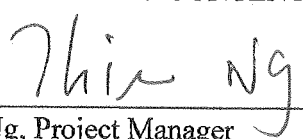
Risk Manager

APPROVED AS TO CONTENT:



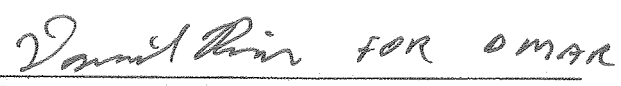
Daniel Rydberg, P.E., Public Works Director

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

Packet Pg. 156



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 ☒ 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



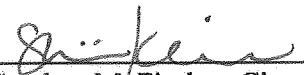
Christina Imbrogno, Customer Service Manager

ATTEST:

Manual Moreau, Director of Commercial Excellence

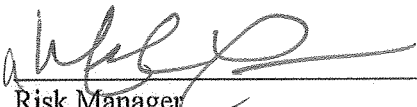
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



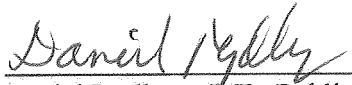
Stephen M. Fischer, City Attorney

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

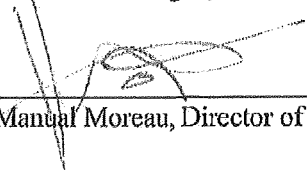
KEMIRA WATER SOLUTIONS, INC.

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

Rev. 10/16 INS-L doc

Packet Pg. 178



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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td style="text-align: right;">NAIC # 23035A</td> </tr> <tr> <td>INSURER B: Insurance Company of the State of PA</td> <td style="text-align: right;">19429A</td> </tr> <tr> <td>INSURER C: National Union Fire Ins Co Pitts. PA</td> <td style="text-align: right;">19445A</td> </tr> <tr> <td>INSURER D: Steadfast Insurance Company</td> <td style="text-align: right;">26387A</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	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	INSURER C: National Union Fire Ins Co Pitts. PA	19445A	INSURER D: Steadfast Insurance Company	26387A	INSURER E:		INSURER F:	
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INSURER F:																					
INSURED 1314254 KEMIRA WATER SOLUTIONS, INC. 1000 PARKWOOD CIRCLE, SUITE 500 ATLANTA GA 30339																					

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.

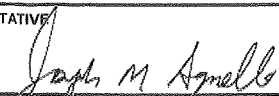
CERTIFICATE HOLDER

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


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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:

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Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:



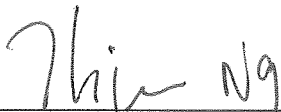
Risk Manager

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. 201

Packet Pg. 202



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:											
PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105														
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																				
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																				
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 ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE 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 style="width: 5%;">X</td> <td style="width: 45%;">PER STATUTE</td> <td style="width: 50%;">OTHER</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>	X	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		
X	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
---	---

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

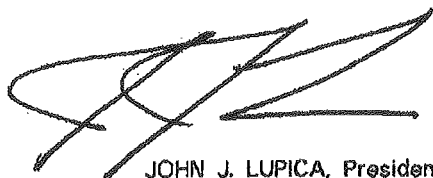
Your failure or omission to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional and you did not know about such hazards prior to the commencement of the policy 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.1.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 (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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	X 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
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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.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: November 15, 2016

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Emergency Work at Golf Course Clubhouse (5/10/5)

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

RECOMMENDATION:

That the City Council adopt a resolution terminating the action regarding the emergency at the River Ridge Golf Club's clubhouse, making findings therefor, and ordering that the remainder of the clean-up, demolition and repair work at the facility be completed by giving notice for bids.

STRATEGIC PRIORITIES

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

ATTACHMENTS:

Attachment A - River Ridge Golf Course Resolution of Termination of Action

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD TERMINATING THE ACTION REGARDING THE
EMERGENCY AT THE RIVER RIDGE GOLF CLUB'S
CLUBHOUSE, MAKING FINDINGS THEREFOR, AND
ORDERING THAT THE REMAINDER OF THE CLEAN-UP,
DEMOLITION AND REPAIR WORK AT THE FACILITY BE
COMPLETED BY GIVING NOTICE FOR BIDS**

WHEREAS, on October 27, 2016, pursuant to California Public Contract Code section 22050 and Oxnard Municipal Code section 4-13, the City Manager executed a resolution declaring an emergency due to a fire at the River Ridge Golf Club, which is located at 2401 West Vineyard Avenue, Oxnard, California ("Facility"), making findings therefor, and ordering that the Facility be immediately repaired;

WHEREAS, on November 1, 2016, which was the next regularly scheduled City Council meeting, the City Manager reported to the City Council the reasons justifying why the emergency did not permit a delay resulting from a competitive solicitation for bids and why the action was necessary to respond to the emergency;

WHEREAS, at that meeting, the City Council reviewed the emergency action and unanimously voted that there was a need to continue that action; and

WHEREAS, Public Contract Code section 22050 requires that when the City Council reviews the emergency action, the Council must terminate that action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

NOW, THEREFORE, the City Council of the City of Oxnard hereby finds:

1. That the recitals set forth above are true and correct and incorporated in this Resolution as if set forth in full.

2. That Belfor Property Restoration ("Contractor") has completed all of the following emergency work at the Facility:

a. The Contractor installed and ran air scrubbers and ozone machines to improve the air quality;

b. The Contractor took moisture readings, installed dehumidifiers, cut moisture-affected walls and drywalls, and removed moisture- and smoke -affected ceiling tiles, insulation, flexible ductwork, baseboards, carpet, laminate flooring, valances and curtains so as to dry or remove moisture that could yield dangerous microbial growth or emit gas from what was smoky water; and

c. The Contractor installed visqueen barriers and boarded up holes in the exterior siding and the damaged deck railing so no one enters the areas that are still unsafe and require additional work.

3. That there is no need to continue the emergency action as emergency conditions have ceased.

THUS, the City Council of the City of Oxnard hereby resolves, determines and orders:

1. That the action is hereby terminated.
2. That the remainder of the clean-up, demolition and repair work at the Facility may be completed by giving notice for bids to let contracts.

PASSED AND ADOPTED THIS 15th 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: Report

AGENDA ITEM NO.: 3

DATE: November 15, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Jim Throop
Chief Financial Officer

SUBJECT: Repeal of Wastewater Rates (15/15/20)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org,

RECOMMENDATION:

That the City Council receive a report on the repeal of the wastewater rates and the issues that it has created for the Wastewater fund, as well as a general process to move forward in securing the proper funding for the Enterprise fund. (15/15/20)

BACKGROUND

The City Council adopted new wastewater rates on January 19, 2016 at a public hearing. These rates went into effect on March 1, 2016. The newly adopted rates were soon challenged by a referendum, known as Measure M, on the November 8, 2016 ballot. The measure passed 72% in favor of a repeal, and 28% against repeal. This passage of the measure rolls back wastewater rates to the rates in place prior to new plan. The date is 10-day after certification of the election. This report describes the possible measures necessary to meet operational needs and debt service due to the repeal.

Due to the passage of Measure M, wastewater rates are to be rolled back to the previous level of rates. Unfortunately, the previous level of rates is not sufficient to meet the majority of the financial needs of the Wastewater fund.

Financial issues caused by Measure M:

1. Without any changes in operations, the cash reserves will be depleted by February 2017. By implementing the crisis measures, the Wastewater fund will deplete its cash reserves until June 1, 2017 and will need to borrow from the General Fund, Measure O Fund, and the Street Maintenance Fund in order to meet operational and debt payments.
2. Potential inter-fund loans will require Street and Measure O discretionary capital projects to be delayed within the respective funds.
4. Discussions with the City's financial advisor and bond counsel suggest possible downgrade in the current S&P BBB credit rating will occur. It may cause possible future bonding to be extremely expensive, or even possible.
5. Contractual obligated debt covenants are not being met and have not been met for a number of years. It is crucial to meet these covenants as the City is contractually obligated to raise rates to fund the agreed-upon debt service coverage.

In an attempt to address this financial crisis, the following steps are being considered:

1. Legal options
 - a. City Attorney's Office will research and consider possible legal options.
2. Cease all transfers from Wastewater to Street Maintenance for indefinite period of time.
 - a. Infrastructure transfers for FY2016-17.
 - b. Create promissory notes, to include interest costs, between the Wastewater Fund and the Street Maintenance Fund for delayed transfers, so they are repaid at later date to the Street Maintenance Fund
3. CIP projects
 - a. All non-emergency wastewater capital projects will be halted. Only emergency repairs to the facility and infrastructure will be performed.
 - b. All discretionary projects from Street Maintenance Fund, Measure O Fund, and the General Fund would be delayed indefinitely in order to maintain a cash balance for a possible loan to Wastewater fund for operational costs and debt service costs. These include all street projects, sidewalk repairs, park improvements, and facility projects.
4. Contact all bond holders, rating agencies, banks, etc. (MUFG/RBC/S&P/etc.) to discuss a structured solution that would allow for the bonds not to be called.

- a. Inform the key players that the City will continue to make debt payments via inter-fund loans, and that the City will consider legal options, while at the same time review the possibility of going back for a new rate approval by City Council.
5. Have the City's rate consultant, Carollo & Associates, create a new rate analysis:
 - a. Carollo estimates, at a minimum, that it will take two months for the cost of services study to be updated, but it could be longer depending on what is changed and/or use of new assumptions.
 - b. Begin to immediately prepare a new Prop 218 notice, which requires 45-day noticing period, that would incorporate the new rates and the reasoning for the new rates.
 - c. Hold a new rate hearing, requiring an approximate 2-month period to complete the process.
 - d. Total time from creation of the new rate structure to rate implementation is estimated at a minimum of 150 days, assuming everything goes as planned.
6. Create promissory notes for inter-fund loans for debt service and/or operational costs:
 - a. Loans would be from the Street Maintenance Fund, General Fund, and Measure O Fund.
 - b. Repayment of these loans would need to be built into the new wastewater rates, as they were not part of the original rate analysis and would need to be paid back to the appropriate funds. These loans would also include an interest rate component.

FINANCIAL IMPACT

With the passage of Measure M, which repeals the current wastewater rates, the wastewater fund is projected to deplete its cash reserves by June 1, 2017, and the revenue from the monthly user fees will not be enough to cover operational costs, nor the required debt service.

Inter-fund loans will need to be implemented from the unrestricted funds, e.g., General Fund, Measure O Fund, and Street Maintenance Fund. Even if new rates are implemented by June 30, 2017, the potential to deplete the Street Maintenance Fund and Measure O Fund is very likely, and the General Fund has a potential of depleting its cash balance by \$4M in order to make the required debt service payments.

If required June 2017 or December 2017 debt payments are not made this could have extreme ramifications to the City on any future debt issues for any of the City funds.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 4

DATE: November 15, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Funding Request for Homeless Winter Shelter (5/20/20)

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 Oxnard 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 Oxnard 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 Oxnard National Guard Armory.

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

Funding Request for Homeless Winter Shelter

November 15, 2016

Page 2

On Oct. 19, 2016, the National Guard advised the City in writing that both the Ventura and Oxnard National Guard armories were available. That information was incorrect, and on Nov. 2, 2016 the staff was advised that the Ventura Armory is not available. Major construction projects, planned since last Spring, will make it impossible to hold the shelter at the Ventura armory. The bathrooms and showers have already been removed. The remaining construction will commence at the end of November, and includes replacement of sewer lines, replacement of flooring, and the complete replacement of a parking lot. An on-site visit to the Ventura Armory on Nov. 7, 2016 by the Oxnard Housing Director and staff, and City of Ventura staff, confirmed that the Ventura Armory is not a feasible option for the current year. And. The projected completion date is the end of February 2017.

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 Oxnard 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.

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 services adjacent or across the street from the Oxnard Armory.

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.

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.: 5

DATE: November 15, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

A handwritten signature in dark ink that reads "Daniel Rydberg".

SUBJECT: Progress Report on City Operation of Del Norte Regional Recycling and Transfer Station (MRF) and Environmental Resources Division Optimization Planning and Implementation Project, Approval of Agreement No. A-7764 for Development of an Environmental Resources Division Optimization Planning and Implementation Project, and Approval of a Budget Appropriation of Funds (20/20/20)

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

RECOMMENDATION:

That City Council:

1. Receive An Annual Progress Report on City Operation of Del Norte Regional Recycling and Transfer Station (MRF).
2. Approve and authorize the Mayor to execute a three-year agreement with E. Tseng and Associates, Inc. A-7764 in the amount of \$842,500 for the development of an Environmental Resources Division Optimization Planning and Implementation Project.
3. Approve an appropriation of funds in the amount of \$280,833 from Environmental Resources Operating Fund Balance to the Environmental Resources Administrative & Planning for the optimization planning and implementation assessment.

BACKGROUND

Progress Report on Del Norte and Approval of ER Optimization Planning and Implementation Project
November 15, 2016
Page 2

On February 1, 2014, the City of Oxnard began operating the Del Norte Regional Recycling and Transfer Station (MRF). Upon approving the transition plan in September 2013, the Council requested that staff return from time to time to report on the financial, operational and planning status of the venture. A verbal report will be presented to the City of Oxnard City Council at this meeting.

An RFP was issued on September 9, 2014. Sixteen vendors were notified. A pre-proposal meeting took place with five vendors in attendance on September 19, 2014. The due date was October 2, 2014. Only E. Tseng & Associates responded. Staff evaluated the proposal and recommends that they are the consultant for the Environmental Resources Division Optimization Planning and Implementation Project.

Since the transition, the City has improved the viability of the MRF, with significant accomplishments in increased employee and customer safety; increased diversion; and cost savings. However, pending governmental regulations, ageing equipment and industry changes are presenting challenges that require a comprehensive professional assessment of all Environmental Resources operational elements to provide recommendations and direction in addressing future needs.

In 1998 the California Legislature passed Assembly Bill 939 (AB 939), which required the City and all California municipalities to divert 50 percent of collected tonnage from landfilling. A statewide goal of 75% has been set by 2020. In 1997 the Legislature passed Senate Bill 1066 (SB 1066), which required that all California municipalities provide mandatory commercial recycling services and outreach to businesses and multi-family housing of five units or greater. In 2014, the Legislature passed Assembly Bill 1826 which required all California municipalities to begin programs by 2016 that divert organics from landfills. The State is projecting full implementation and enforcement of full compliance on municipalities in 2019. This contributes to the scope of capital improvements that will be required to comply with the State's directives.

While City compliance with regulations and mandates is compulsory, staff has determined that opportunities for further cost savings, increased diversion, increased safety and reduced carbon footprint can be enhanced while planning for them. Areas include:

- Increasing efficiency of collection routes and collection processes
- Determining the feasibility of regional opportunities and partnerships
- Conversion of fleet to Compressed Natural Gas (CNG)
- Increasing efficiency of organics processing / producing CNG for fleet
- Increasing diversion, recycling and commodity sales
- Asset Management
- Increasing efficiency of Household Hazardous Waste (HHW) collection and processing
- Updating operation and maintenance manuals

If the City Council approves both this agreement and the Facilities Design Plan, Dr. Tseng will serve as an advisor to the proposed, concurrent facilities plan consultant Tetra Tech Inc. on the

latest conversion technology projects most appropriate for the Del Norte facility.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Objective 1b. Develop master plans for other City facilities and vehicles.

FINANCIAL IMPACT

The Environmental Resources cash balance is approximately \$7.8M at the end of FY15-16. The 3-year contract amount of \$842,500 will be budgeted among the three fiscal years. The attached Budget Appropriation allocates the first year of 3-year contract amount of \$280,833 from the Environmental Resources Operating Cash Balance. The budget will be appropriated to the Environmental Resources Administrative & Planning Professional Contract (Account 631-6301-842.82-09). The remaining two years for the contract amount of \$561,667 will be included in the FY17-18 and FY18-19 Budget process.

ATTACHMENTS:

Attachment A - Agreement No. A-7764

BA - ER E Tseng (Operational)

Agreement No. A-7764

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this ____ day of November, 2016 by and between the City of Oxnard, a municipal corporation ("**City**"), and E. Tseng And Associates, Inc. ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Todd Vasquez-Housley, Environmental Resources Manager, subject to the direction of the City Manager or Department Director.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Eugene Tseng, President as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on November 15, 2016, and expires on November 15, 2019.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall

be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$842,500 provided under this Agreement at hourly rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

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

15. Method of Payment

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

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services.

Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

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

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

the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement 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.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to E. Tseng & Associates, Inc., 30023 W. Rainbow Crest Drive, Agoura, CA, 91301, Attention: Eugene Tseng.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Environmental Resources Division, 111 South Del Norte Blvd., Oxnard, California 93030, Attention: Todd Vasquez-Housley, Environmental Resources Manager.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Eugene Tseng, President
E. Tseng & Associates, Inc.

ATTEST:

Daniel Martinez, City Clerk

Eileen Yili Tseng, Chief Financial Officer
E. Tseng & Associates, Inc.

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, Public Works Director

Todd Housley, Environmental Resources Manager

EXHIBIT A

SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT/COORDINATION (\$53,500)

Task 1.1 Coordination and Management of Subcontractors

The Project Team will provide oversight and management of the development of the Environmental Resources Division's Master Plan and all deliverables; provide regular updates to the City on project budget and status; coordinate and participate on phone calls and emails; Manage the subconsultants and their scopes, schedules, and budgets for the Master Plan effort. Technical meetings will be used to disseminate and obtain information as needed.

The technical approach to project management is based on a proven task management method utilized in large scale complex multilayered projects. The overall project is divided into smaller discrete manageable tasks that can be managed by key personnel/subcontractors on a schedule in which progress is continually monitored. The prime contractor, E. Tseng and Associates will coordinate and track each of the Master Plan subcontractors' ongoing efforts, provide oversight, and will ensure that each of the individual tasks are completed in a manner that can be integrated cohesively into a master plan that meets the goal and vision for the City. Additional coordination with the Facility Design team and their subcontractors will be accomplished to assure seamless project planning and facility design implementation. Key personnel responsible for tasks scheduled for discussion or review will be attending the meetings.

Deliverables as a result of this task will include:

- Technical services to support Master Plan subcontractors and additional coordination with Facility Design team/tasks to accomplish the assigned tasks to maximize the efficient manner of accomplishing the assigned and approved tasks and to ensure consistency with the City's goals, objectives, and the overall vision for the solid waste infrastructure.
- Technical services to coordinate project management updates with City organizational, administrative, technical, and management tasks on an as-requested basis.
- Provide coordination between the contractor/subcontractors with City's public hearings, stakeholder meetings and other meetings required of the master planning process.

Task 1.2 Quality Assurance/Quality Control Measures

Project Team will implement a self-monitoring quality assurance and quality control (QA/QC) program as to ensure that services are performed in accordance with the City's contract requirements and recommendations. Our project team will use a Quality Practice Manual (QPM) to ensure work quality. The QPM establishes basic quality assurance/quality control (QA/QC) requirements that will guide projects during planning, implementation, field activities, and final work product preparation. Quality assurance policies encompass all aspects of project

performance, project scope of work, technical quality, and peer review, and are implemented at each performance and deliverable level to ensure the quality of deliverables is consistent with established regulatory standards of quality, validity, legal defensibility, and meeting City's requirements.

Deliverables as a result of this task will include:

- Summary report of protocols and procedures use to evaluate deliverables on a task by task basis.
- Conduct periodic briefings with City's project management staff to evaluate deliverables with reference "best management practices."

Task 1.3 Customer Coordination

Effective customer coordination through regularly scheduled project coordination meetings is essential in the project management of a master planning process. Customer input is essential as the master plan has to reflect the City's goals, objectives, and the overall vision for the solid waste infrastructure.

Deliverables as a result of this task will include:

- Technical services to coordinate project management updates with internal City organizational, administrative, technical, and management departments on an as-requested basis to insure consistency with the City's goals, objectives, and the overall vision for the solid waste infrastructure.
- Technical services to support coordination of Master Plan subcontractors coordination with Facility Design team/tasks to ensure consistency of the Facility Design tasks and the City's Master Plan goals, objectives, and the overall vision for the solid waste infrastructure.
- Provide coordination with City to coordinate public hearings, stakeholder meetings and other meetings required of the master planning process.

Task 1.4 Project Coordination Meetings

The Project Team will set up regularly scheduled meetings to discuss the progress and issues that need to be resolved. Meetings will also be utilized to document that the work that has been completed and the decision making process for key issues are documented.

The set of "guiding principles" which were selected by the community members during the initial zero waste stakeholder meetings provide a set of guidelines which define the approach and factors that should be utilized for developing the elements of this very complex master plan.

Deliverables as a result of this task will include:

- Periodic project coordination meetings with City to review individual task's technical approach, task progress, resolve technical and other issues, scheduling, QA/QC review, earned value analysis status, and consistency with the City's goals, objectives, and the overall vision for the solid waste infrastructure.
- Technical services to support coordination of Master Plan subcontractors and the Facility Design team/tasks to insure consistency of the Facility Design tasks with the City's Master Plan goals, objectives, and the overall vision for the solid waste infrastructure.
- Provide project coordination and project updates with other organizations (e.g., public hearings, stakeholder meetings and other meetings, etc.) as directed by the City.

Task 1.5 Earned Value Analyses/Reporting

The Project Team will provide support to the City to manage, control, track and report on the progress of work and expenditures provided. One of the tools to measure success and earn value of a project or project performance is to analyze earned value of the project. There are three key elements in a project earned value analysis: (1) budgeted cost of tasks or budgeted cost of work scheduled, (BCWS) based on the costs of resources assigned to those tasks and any associated fixed costs, (2) actual costs required to complete the tasks or costs of work performed (or actual cost of work performed), (ACWP); and (3) the value of the work performed by the status date and expressed in currency value or value earned by the work performed (budgeted cost of work performed), (BCWP).

Additionally, earned value analysis measures the following parameters:

- Cost variance (CV) = $BCWP - ACWP$
- Schedule variance (SV) = $BCWP - BCWS$
- Cost performance index (CPI) = $BCWP / ACWP$
- Schedule performance index (SPI) = $BCWP / BCWS$
- To Complete Performance Index (TCPI) = $[\text{Budget at completion (BAC)} - BCWP] / [BAC - ACWP]$

A positive variance indicates that the project is ahead of schedule or under budget. Positive variances may enable the reallocation of money and resources from tasks with positive variances to tasks with negative variances. Negative variance indicates that the project is behind schedule or over budget and requires action to correct the situation.

Deliverables as a result of this task will include:

- Project earned value analysis evaluation report for various tasks on a periodic basis or on a City as-requested basis.
- Project earned values analysis report will be presented with other detailed evaluation of factors for evaluation to be utilized by the City, e.g., scheduling, total cost, progress,

consistency of the tasks with the City's Master Plan goals, objectives, and the overall vision for the solid waste infrastructure.

Task 1.6 Facility Design Contractor/Subcontractor Coordination

Each of the Master Plan tasks will need to be coordinated with the appropriate Facility Design Project contractor/subcontractor tasks to insure consistency between the Master Plan and the design of the various facilities that are to be designed. The overall tasks of the Facility Design project will need to be incorporated into the assessment to meet the regulatory compliance requirements of the State laws and requirements of the goals and objectives set forth by the Master Plan effort.

The effort required to complete the Environmental Resources Master Plan consists of the following tasks described below, each with its own intermediate deliverable. Those intermediate deliverables will be combined into one comprehensive DRAFT and FINAL Environmental Resources Master Plan document. Based on the alternatives analysis and evaluation and draft Capital Project (CIP), a proposed final CIP including the recommended projects will be developed for the Environmental Resources Division. All of the deliverables from the following tasks will be compiled into one DRAFT and FINAL Environmental Resources Master Plan for delivery to the City of Oxnard.

Deliverables as a result of this task will include:

- Technical services to support and coordinate between the Master Plan team and the Facility Design contractor/subcontractors to accomplish the assigned tasks to maximize the efficient manner of accomplishing the assigned and approved tasks and to ensure consistency with the City's goals, objectives, and the overall vision for the solid waste infrastructure.
- Technical services to support and coordinate between the Master Plan team and the Facility Design contractor/subcontractors to accomplish the assigned tasks and coordinate project management meetings/updates with City organizational, administrative, technical, and management tasks on an as-requested basis.
- Technical services to support the combined Master Plan project team and Facility Design project team to provide assistance and to help coordinate project management updates between the contractor/subcontractors with the City's public hearings, stakeholder meetings and other meetings required of the master planning process.

TASK 2: PRELIMINARY INVESTIGATIONS (\$106,500)

Task 2.1 Regulatory, Code and Permitting

The Regulatory Code and Permitting investigation is an assessment of the overall compliance system currently managed by the City of Oxnard. The Project Team will conduct an extensive review of the current status of the various permits required to maintain and operate the City's solid waste management system. The Project Team will conduct a compliance assessment of the overall solid waste management system, including conditions in the land use and solid waste facilities permits, and that the land use mitigation provisions are adhered to. This assessment will also review how the City operations have responded to "Area of Concern" and "Violations" of the State Minimum Standards codified by CalRecycle.

This assessment will also examine the permitting and regulatory compliance of the equipment (e.g., truck and heavy equipment, etc.) with the State, County, and local Environmental Health requirements, for example, solid waste collection truck maintenance with local Health Department and CalRecycle requirements.

The Project Team will work or coordinate with the City's Code Enforcement and with the Ventura Environmental Health Department (Local Enforcement Agency) to ensure regulatory compliance. This review will also include assessing the proper certifications and training requirements are maintained for individuals in management and in operations (e.g., CalRecycle California Redemption Value (CRV) training for CRV certification, 40 hour hazardous waste management training, etc.).

Deliverables as a result of this task will include:

- Summary assessment report of the Environmental Resources Division's Del Norte MRF and other solid waste facility related infrastructure regulatory and permitting compliance system.
- Summary assessment report of the City's regulatory compliance internal monitoring and evaluation procedures and protocols, staff capability, and compliance response history.
- Detailed recommendations on needed changes (if any) to improve the City's regulatory compliance system. (Recommendations will be implemented and revised procedures and protocols will be developed into the manuals as part of developing operating and maintenance manuals in Task 4.3)

Task 2.2 CEQA Compliance

The consultant's project team will provide CEQA compliance support services for development of the Master Plan at a programmatic level of review and analysis. During development of the Master Plan, the project team will provide input on CEQA considerations for proposed programs, policies, and facilities contemplated.

Our team will consider the CEQA checklist topics for the types of programs, policies and facilities recommended in the Master Plan. CEQA Checklist topics are Aesthetics, Agricultural

Resources, Air Quality, Biological Resources, Cultural Resources, Geology/Soils, Hazards and Hazardous Materials, Hydrology/Water Quality, Greenhouse Gas (GHG) Emissions, Land Use/Planning, Mineral Resources, Noise, Population and Housing, Public Services, Utilities and Service Systems, Recreation, and Transportation/Traffic. Detailed CEQA analysis and preparation of the documents will be done as part of the Facility Design Project once the details for each of the facilities are developed to a point at which an appropriate analysis can be conducted.

Deliverables as a result of this task will include:

- Detailed environmental analysis of environmental impact for the implementation of the Environmental Resources Division's Master Plan
- Preparation of initial CEQA checklist for the City's Public Works/Planning Department use of preparing the detailed project CEQA analysis for the Environmental Impact Report for the Environmental Resources Master Plan.
- Support on an as-needed basis for the City's Public Works/Planning Department's CEQA analysis and EIR preparation for facility-specific basis.

Task 2.3 Sustainability

The Project Team will review the recycling and other solid waste management related goals with the existing Sustainability Plan that has been previously approved by the City Council. The Master Plan will need to be consistent within this broad goal.

The new statutory requirements (AB 341, AB 1826, etc.) are all tied to the reduction of greenhouse gas emissions. The Project Team will review the City's current Sustainability Plan and provide recommendations to address all of the upcoming statutory required programs and policies that need to be implemented. The City's Sustainability Plan provides the overall framework and context for the Master Plan.

Deliverables as a result of this task will include:

- Review of all Master Plan proposed projects and plan elements for consistency with the recycling and other solid waste management related goals in the existing Sustainability Plan that has been previously approved by the City Council.
- Preparation of updates to the City Council-adopted Sustainability Plan on the implementation and progress to meeting the solid waste management goals.

Task 2.4 Asset Management

The Project Team, with assistance from the City staff, will review the records, reports, and documents to evaluate conditions of assets in the existing facility, including facility structure, hardware equipment, and associated operating software. A designated Project Team member

will conduct a thorough physical inspection of facilities and equipment, and document findings and assessment.

Asset management includes new capital equipment acquisitions, operation and maintenance, refurbish, and disposal. The ultimate goal is to optimize life cycle activities to sustain required performance, minimize costs and risks, and maximize operational reliability and cost effectiveness.

Deliverables as a result of this task will include:

- Review of the City's existing asset management system utilized in tracking to monitor facility and equipment featured in the operations and maintenance of the MRF.
- Report with recommendations for improvement of the existing "asset management" system to monitor the life cycle of facilities (buildings) and capital equipment utilized in the operations and maintenance of the MRF. Report will include recommendations for a fixed asset tracking software, and potential automation of maintenance scheduling for the proposed Del Norte MRF upgrade (and/or the potential greenwaste/organics and conversion technology facility).
- (Optional) If required, develop an "Asset Management" system which will include an implementation of a fixed asset tracking software database which can be utilized to track and monitor the status of the buildings and equipment utilized in the operations and maintenance of the Del Norte MRF.

Task 2.5 Operation and Maintenance Manuals

The changeover to a City-operated facility has been ongoing since February 2014. The existing operation and maintenance manual(s) will need to be reviewed within the context of the current operations and maintenance procedures and protocols. The Project Team is cognizant of the tremendous improvements in the recycling rate and the improvement of health and safety. The Team is also aware of the current effort to hire more temporary employees, for the procedures and organizational issues that have not been set.

The Project Team will evaluate the City's current Operation and Maintenance manuals and provide recommendations to improve the operations and maintenance procedures of the various Environmental Resources facilities.

Operations manuals will be reviewed for completeness and facility operations will be evaluated for how various operations are implemented. For example, Operations/Maintenance procedures for the Del Norte MRF will be evaluated for the various aspects, e.g., hearing and sight protection, personnel safety equipment and its usage, right-to-know on hazards in the work place, safe operation of all equipment, operators area walk-around checks, house-keeping, system start-up check, operator performance enhancement, operating tips, equipment start-up procedures, and system shut-down procedures.

Other operations/maintenance procedures/protocols to be evaluated will include; fall protection harnesses and personnel safety equipment and usage, Lock-Out-Tag-Out procedures, confined area access safety procedures, preventative maintenance program, warranty vs non warranty and warranty claims/recovery procedures, electrical trouble shooting and repairs, hydraulic trouble shooting and repairs, organization and setting up of spare parts, scheduled maintenance and major repairs, proper usage of tools as well as any special precautions.

City will provide existing operations and maintenance manuals for review. This task will be coordinated with the Best Management Practices, so that the most appropriate best management practice in each area can be incorporated into the City's various operations and maintenance manuals.

The preliminary investigation will also review the existing manuals for regulatory compliance with California State Minimum Standards (Public Resources Code, California Code of Regulations), and determine adequacy of the documents as attachments to the Del Norte MRF's "Transfer Processing Report" (TPR) and Solid Waste Facility Permit conditions. City will need to provide the most recent organizational charts and key management resumes for the manuals.

(Note: Actual development and/or updating of Operations/Maintenance Manuals is done in Task 4.3: Develop and/or Update Operations/Maintenance Manuals, in which the Project Team will develop and/or update the City's Operations/Maintenance Manuals for the Del Norte MRF to reflect the recommendations resulting from the preliminary investigations in this task.)

Deliverables as a result of this task will include:

- Summary report on the status and the Del Norte Facility operations and maintenance procedures manual.
- Detailed recommendations on needed updates to operations and maintenance manuals to reflect actual City facility operations and maintenance procedures and protocols, and the needed revisions to maintain regulatory compliance.
- Detailed recommendations on needed updates to operations and maintenance manuals to reflect applicable best management practices for City facility operations and maintenance procedures and protocols.

Task 2.6 Modeling (Hydrology and Hydraulics)

Hydraulic and hydrologic calculations will be provided to support drainage improvements at the MRF. Team capabilities include small and large area hydrologic calculations, development of project specific hydrologic and hydraulic information, evaluation of system or facility deficiencies, development of run-on and run-off management strategies, and facility recommendations. Calculations and detailed designs will be developed for storm drains, hydraulic structures, channels, basins, pumping stations, and any other special facilities or

features. Our team incorporates low impact development features and strategies to assist clients in meeting Industrial General Permit requirements (including recent updates).

For the Master Plan level of analysis, our team can identify potential impacts on hydrology and drainage from proposed Master Plan projects. City will need to provide copies of available existing hydrological and geotechnical documentation on potential project sites. Detailed modeling and civil engineering work will be done as part of the Facility Design Project once sufficient data/information is developed for the individual project for which appropriate modeling can be accomplished.

Deliverables as a result of this task will include:

- Summary report and review of existing City hydrological and other drainage (flood control) reports and documents related to the properties to determine completeness and need for updating of information
- Identification of potential impacts on hydrology and drainage from proposed Master Plan projects.
- Coordination with Facility Design project team to provide existing hydrological and drainage documents, and provide initial assessment of potential impact findings.

Task 2.7 Maintenance of Equipment and Facilities

In addition to reviewing the MRF equipment at Del Norte Facility, maintenance facilities, transportation fleet, and all other associated hard infrastructure (e.g., facilities, equipment, etc.) related to solid waste management, the Project Team will review, as directed by the City, the current condition of each piece of unit process equipment, conveyors, and other hardware.

Recommendations will be made regarding the expected operating life, needed maintenance, and any potential needed replacement. This initial assessment will only occur when an alternative process line is implemented, to allow for seamless transition to new operations. The project team will also review the existing procedures and procedures utilized to determine asset status and maintenance requirements. City will provide Project Team with existing documents and reports that have been completed within the last 5 years. The Project Team will review the existing reports and conduct additional investigations and detailed reviews as needed.

Deliverables as a result of this task will include:

- Summary report and review of existing status of the City's solid waste infrastructure facilities, transportation fleet, and processing equipment.
- Detailed recommendations on facilities and equipment to improve needed maintenance, repair, or replacement to maintain current operations.

- Coordination with Facility Design project team to insure that new MRF equipment and facility upgrade will allow for continued uninterrupted operations.

Task 2.8 Geotechnical Investigations

Our team of geologists and geotechnical engineers can provide full-service geotechnical evaluations/investigations for new development and facility/structure improvements proposed for the Master Plan. Our geotechnical foundation analyses would be performed to establish or predict the response of earth materials to changes in stress induced by the imposition of structure loads, variations in soil moisture content, or by seismic forces.

Proven analytical methods and state-of-the-art computer software will be used to evaluate the initial geotechnical conditions and their response under proposed design conditions. Detailed geotechnical work will be conducted as part of the Facility Design Project once sufficient data/information is developed for the individual project for which appropriate geotechnical investigations can be conducted.

Deliverables as a result of this task will include:

- Summary report and review of existing City geotechnical reports and documents related to the properties to determine completeness and need for updating of information.
- Identification of potential geotechnical properties that will need to be further investigated and/or work that needs to be done to accommodate proposed Master Plan projects.
- Coordination with Facility Design project team to provide existing geotechnical documents and to determination of additional geotechnical assessments needed in addition to special geotechnical issues that may arise.

Task 2.9 Mapping and Utility Investigations

The Project Team will perform the necessary investigations to determine the disposition and location of existing utilities, easements, and historic land uses which might affect development within the existing and adjacent Del Norte sites or other properties to be evaluated for the Master Plan. This would include researching City and County records, record maps as well as title reports, surveys and utility company records.

The mapping and utility investigations will also be conducted on other potential sites that the City may consider to utilize in upgrading their solid waste management infrastructure. Additional sites may include properties that may become available as the result of a public private partnership, or may be needed for the siting of additional solid waste processing capability, e.g., bifurcated integrated MRF in which the anaerobic digestion and/or the energy recovery processing component of the integrated MRF may be required to be separately located due to space constraints.

Deliverables as a result of this task will include:

- Summary report and review of existing City geotechnical reports and documents related to the properties to determine completeness and need for updating of information.
- Identification of potential geotechnical properties that will need to be further investigated and/or work that needs to be done to accommodate proposed Master Plan projects.
- Coordination with Facility Design project team to provide existing geotechnical documents and to determination of additional geotechnical assessments needed in addition to special geotechnical issues that may arise.

Task 2.10 Coordination with Utility Companies

During the design phase and based on the results of the findings made during the Mapping and Utility Investigations, the team will coordinate with local utilities to confirm any potential conflicts with existing utilities and outline possible resolutions for these conflicts.

Deliverables as a result of this task will include:

- Summary report and review of any potential utility company infrastructure equipment, right of ways, etc., related to the properties under consideration for use in the Master Plan.
- Conduct coordination meetings with the local utilities to confirm any potential conflicts with existing utilities and outline possible resolutions for these conflicts.
- Coordination with Facility Design project team to provide updates on any potential conflicts with existing utilities and outline possible resolutions for these conflicts.

Task 2.11 Information Systems and Geographic Information Services (GIS)

The Project Team will assess the City's current Information Systems and GIS capabilities and existing hardware/software utilized in their Information Technology Division. This preliminary investigation will be to determine the compatibility with any propose GIS routing optimization software system, and the level of training needed. The Team can provide GIS services in support of the Preliminary Investigations for the Master Plan. GIS services may include siting analysis, potential environmental impact identification, environmental justice mapping, and investigation of integrating GIS into the routing optimization efforts. This process will utilize a thematic cartography methodology to identify issues with available data from the City of Oxnard, Ventura County, Census Data, and Cal-Atlas Geospatial Clearinghouse.

The Project Team will also provide the City's GIS staff with the GIS files from the Environmental Justice Analysis task, so that the City can utilize this information for other than solid waste management and AB 939 compliance purposes.

Deliverables as a result of this task will include:

- Assessment and review of the City's Information and GIS capability and specification/requirements needed for implementing GIS based route optimization for the City's solid waste and recycling collection programs.
- Assessment and review of the City's Information and GIS capability and specification/requirements needed for implementing GIS based analysis of environmental justice issues required of solid waste projects proposed in the Master Plan.
- Assessment and review of the City's Information and GIS capability and specification/requirements needed for analyzing "AB 939" environmental justice issues and preparation of the documentation required for the CalRecycle Annual Report (and Biennial CalRecycle Jurisdiction Review).

Task 2.12 Public Works Department and Environmental Resources Division Policies and Procedures

The Project Team will review the existing policies and procedures related to the management of solid waste and facility ownership/operations. The Master Plan should take into account what has been adopted and also what needs to be adopted in the future.

In addition, the Project Team will conduct an "AB 939" policy and ordinance compliance review as part of the preliminary investigation to determine if any additional policies, procedures are needed to be in compliance with State law. For example, AB 341 Mandatory is the adopting of an ordinance or policy for phasing out organics. Previous requirements included assessing the adoption of a mandatory construction and demolition recycling policy/ordinance, environmental preferred purchasing, and several other policies and/or ordinances.

They are highly recommended and are needed to establish the "good faith" effort requirement of the City's overall AB 939 programs, and as such, both documentation and enforcement infrastructure will need to be established as part of the overall solid waste management effort. This task also will review the quantitative environmental metrics that are set up to monitor the impact of environmental programs on materials diversion, greenhouse gas emissions, and other metrics.

Deliverables as a result of this task will include:

- Detailed assessment and review of the Environmental Resources Division and City's policies and procedures related to the overall solid waste management system and facility operations.

- Detailed assessment and review of the Environmental Resources Division and City's AB 939 policies and procedures (and ordinances) required to meet the regulatory compliance assessment in CalRecycle's Biennial AB 939 Jurisdiction Review.
- Detailed recommendations on the improvements to the Environmental Resources Division and City's policies and procedures related to the overall solid waste management system and facility operations.
- Detailed recommendations on the improvements to the Environmental Resources Division and City's AB 939 policies and procedures (and ordinances) required to meet the regulatory compliance assessment in CalRecycle's Biennial AB 939 Jurisdiction Review.

Task 2.13 Project and Financial Management

The Project Team will assess the Environmental Resources project and financial management system analytical procedures and methods. The project management and financial management are tools commonly used by the facility operator to evaluate the level of success of a project and its financial performance. The Project Team will also assess the metrics utilized by the City to monitor and track the progress of the solid waste management infrastructure programs.

The Project Team with assistance from City staff, will review the records, reports and documents related to project and financial management of the existing facility to understand its overall performances and identify root causes of any potential deficiencies (i.e., behind schedule, cost overrun) of the construction and operation (i.e., equipment operation and maintenance, under performance) of the completed projects. The Project Team will then provide recommendations on how to mitigate those identified issues.

Deliverables as a result of this task will include:-

- Detailed assessment and review of the Environmental Resources Division and City's project management and financial management tools related to the overall solid waste management system and facility operations.
- Detailed assessment and review of the Environmental Resources Division and City's AB 939 project management and financial management tools related to the regulatory compliance assessment in CalRecycle's Biennial AB 939 Jurisdiction Review.
- Detailed recommendations on the improvements to the Environmental Resources Division and City's project management and financial management tools (including metrics) related to the overall solid waste management system and facility operations.
- Detailed recommendations on the improvements to the Environmental Resources Division and City's AB 939 AB 939 project management and financial management tools

(including metrics) related to the regulatory compliance assessment in CalRecycle's Biennial AB 939 Jurisdiction Review.

TASK 3: MASTER PLAN OF SOLID WASTE MANAGEMENT INFRASTRUCTURE (\$300,500)

Task 3.1 Environmental Justice Plan

An Environmental Justice Plan is required by both State and Federal Law to take into account disproportionate impact on any one group, e.g., minority, low-income, etc. This is both a Federal and State requirement for planning of projects, especially for projects related to recycling and the management of solid waste. The environmental justice plan will identify potential environmental justice issues, and identify potential impacted groups. As part of the environmental justice plan, a list of programs and policies will be recommended for consideration as part of the implementation of the overall Environmental Resources Master Plan.

Deliverables as a result of this task will include:

- Environmental Justice Analysis
- Incorporation of Environmental Justice analysis and program descriptions into City of Oxnard's AB 939 Regulatory Compliance Documentation
- Develop List of Actions/Programs (to address identified factors/issues) and incorporate into City of Oxnard's AB 939 Regulatory Compliance Documentation
- Incorporation into the City of Oxnard's Zero Waste Plan

Task 3.2: Zero Waste Plan

Conduct a continuing series of stakeholder workshops (following the City stakeholder meeting format utilized in February, March, and May 2014) will be conducted to obtain the communities/residents' and other potentially impacted groups' input on the long term goals for the City's solid waste management infrastructure. Zero Waste Plan will be developed that lays out the principles, policies, and programs that the City will utilize in implementation of the Plan. The plan should also lay out the ongoing and future role of the Del Norte facility. The Del Norte facility's conceptual role and design should be coordinated with the contractor for the Facility Design project. City will provide outreach for public participation for the stakeholder meetings.

Deliverables as a result of this task will include:

- Conduct Stakeholder Workshops and Briefings (including follow-up with interested parties and inquiries for additional information, to be coordinated with the Environmental Resources Division)
- Conduct internal City Staff reviews and provide City Council briefings

- Draft Zero Waste Plan for City and Stakeholder review to meet the environmental justice requirements of public input and participation (written version, including an electronic version for web posting)
- Final Zero Waste Plan (written version, including an electronic version for web posting)
- Coordinate/Implement Zero Waste Plan Requirements with Facility Design Project Consultant

Task 3.3: Environmental Resources Division's Facilities (Systems Integration Task)

This task integrates all of the planning of the Environmental Resources Division's facilities projects (Task 3.4 to Task 3.10) into an optimized system which will allow for the Environmental Resources Division's facilities to operate continuously during the planning and facility upgrading/replacement activities, as well as the implementation of organics diversion and conversion technology options.

This task coordinates the interrelated tasks which to ensure that the Master Plan and the Facility Design are in synchronization and that the City of Oxnard will achieve the best long term life cycle value from an optimized solid waste management infrastructure. This task also will include the recommendations to incorporate the project and financial management tools and required tracking metrics needed to manage, evaluate, monitor, and act on the periodic review of the various aspects of the solid waste management infrastructure.

Deliverables as a result of this task will include:

- Optimized systems integration of the solid waste infrastructure, facility, and operations
- Coordination of master planning components of solid waste facilities with other City operations related to the solid waste management infrastructure.

Task 3.4: Equipment Maintenance and Repair/Replacement Plan

An expanded assessment of the equipment within the MRF will be conducted under the Facility Design Project to determine replacement, repair, and/or maintenance needs, in order to extend its useful life. The information will be utilized to develop the recommendations for repair/replacement equipment can be readily be used as part of the future facility upgrade plan.

The Project Team will review the City's existing assessment of the facility equipment and determine if any additional assessments need to be completed of the facility operations, the maintenance manuals. If additional assessment is needed, the Team will conduct a physical inspection of equipment and generate a report documenting equipment condition and a listing of deficient equipment. The report will be supported with compiled data and representative photos.

The report will also detail an independent opinion of the overall status of the facility with regards to equipment maintenance and provide specific recommendations to improve maintenance of the facility.

This will supplement the existing effort already completed, and will be designed to optimize the upgrades/repairs to match the proposed upgraded separate line which will be designed to increase MRF recovery rates from source separated recyclable materials collected by the City's residential/commercial recycling program, and potentially selected high grade (high fiber content) mixed waste loads from the commercial sector.

Deliverables as a result of this task will include:

- Updated existing equipment evaluation and status report
- Recommended equipment replacement and equipment maintenance procedures to meet continue operations during implementation of facility upgrades that meet CalRecycle MRF Performance Standards
- Contingency/backup plan for continued recycling/processing services (for emergency and/or temporary MRF operations shutdown)
- Draft Report and Final Report

Task 3.5: Facility Upgrade Plan to Meet Future Regulatory Needs and Goals Established by Council Including CalRecycle MRF Performance Standards

The State of California (CalRecycle) is in the process of developing MRF “performance standards.” Within this task, a set of quantitative metrics will be developed (with City input) to evaluate the various programs and to determine the performance of the MRF.

This task will evaluate the most appropriate recycling equipment and processing and technologies (based upon the waste characterization study) for a phase approach to first increase recycling and then for conversion to an Integrated MRF, and select the best technical approach that meets the guiding principles, and policies adopted as part of the City's Zero Waste Plan. Options for business/financial model (e.g., public-private partnership, etc.) that would meet the city stated project goals and cost constraints will also be evaluated.

Deliverables as a result of this task will include:

- Del Norte MRF/Transfer Station Facility Upgrade Plan, including equipment and process recommendations, potential overall conceptual facility layout/design, and coordination with implementation of the existing equipment Repair/Replacement Plan
- Facility Upgrade/Transition Plan to meet requirement of uninterrupted operations
- Facility Upgrade Plan that allows for integration with greenwaste/organics program and serves the dual purpose of a “front end processing” for an “integrated MRF”

- Development of Quantitative Programmatic Facility Performance Metrics

Task 3.6: Green Waste/Organics Processing and Conversion Technologies

AB 1826 Organics Diversion requires the recovery of green waste, food waste, clean lumber, compostable paper contaminated with food, and essentially creates an organics disposal ban on green waste (grass, branches, trimmings, flowers, stumps), food waste, clean wood, and paper (e.g., napkins, etc.). Also pending is a new set of regulations which will redefine the limits of contaminants for the land application of compost. All of these new requirements must be addressed in the Master Plan to meet the statutory time frame and to develop an infrastructure that will meet these requirements in an operationally and cost effective manner.

The Project team will review the existing collection and processing technologies (and equipment) system for green waste and other organics covered by the legislation. As part of the Master Plan, the Project Team will determine the optimal combination of green waste/organics collection, processing, and post-processing organics technologies such as composting or anaerobic digestion (must meet future standards for “products” such as compost).

To become an international best management practices facility, the facility will be transitioned into an “integrated MRF with conversion technology.” The “integrated MRF with conversion technology” is a facility that combines traditional MRF recycling operations with a combination of full scale commercially proven technologies to maximize beneficial uses from solid waste to achieve minimum landfill disposal. The facility would also incorporate the U.S. Environmental Protection Agency integrated waste management hierarchy.

The Project Team will determine how to best implement the new “technical requirements” of producing a refuse derived biogenic fuel for energy recovery in order to qualify for renewable energy credit. SB 498 Biomass Conversion creates a regulatory path for the development of conversion technologies in California.

The Project Team will have to incorporate the new “technical requirements” of producing a refuse derived biogenic fuel for energy recovery in order to qualify for renewable energy credit. The Project Team has the facility design, construction, and facility operations experience for these types of waste to energy, biomass, and conversion technology facilities.

The Project Team’s technical approach is to ensure the integration of various processing components is compatible with each other within the MRF. The Project Team will utilize a “systems engineering approach” to complete this task.

In the evaluation of the technologies and developing the appropriate “phasing” and scheduling of the various components of the integrated approach, the Project Team will hold additional public workshops/briefings, including briefings with local regulatory agencies to ensure that the informational and participation requirements for environmental justice are met.

The Project Team will also look at potential partnerships concepts in the development of the overall integrated waste infrastructure, e.g., partnering with the Navy (Ventura), and private entities for recovered materials, and potential other entities (local Indian tribes) that would be able to help site and/or host an expanded or bifurcated integrated MRF. The Project Team will also look at utilizing existing City infrastructure to participate in the management of the solid waste stream and to help meet the regulatory requirements, e.g., utilization of City's excess wastewater digestion capacity to process "organics" (fats, oils, greases, and processed foodwaste), for the purpose of optimizing the system.

Deliverables as a result of this task will include:

- Written report on greenwaste/organics collection and conversion technology processing alternatives
- Preliminary design data and facility design recommendations (for the Facility Design Project Team) for a 10%-30% design for preparing a RFP for greenwaste organics processing
- Budgetary calculation of estimated capital costs and operational costs for the various technologies
- Determine an applicable project implementation phasing schedule
- Determine potential for private public partnerships (or other types of joint efforts)
- Coordination with Rate Analysis task to determine needed rate adjustment to fund the recommended projects.

Task 3.7: Regulatory Compliance (AB 939 Annual Report and CalRecycle's City of Oxnard Biennial Compliance Review)

Regulatory compliance for the Environmental Resources Division's solid waste management program will involve an assessment of the various statutory requirements related to AB 939 and all subsequent laws for the City of Oxnard. Regulatory compliance for the Del Norte facility will be the other major aspect of regulatory compliance.

The Project Team will review the reporting procedures and requirements currently performed by the City for the AB 939 annual reports, required documentation and verification of environmental metrics, and to determine if sufficient diversion programs have been implemented by the City to meet the and justify the City's current AB 939 70%+ diversion rate.

Regulatory compliance with AB 939 is the responsibility of the City. However under AB 341 Mandatory Commercial Recycling, the City has the responsibility to determine the compliance of every business, create a monitoring system, and an enforcement program to assure the success of the program. The City is required to develop supporting education, technical assistance, outreach to insure success of the AB 341 program.

As required by CalRecycle every year, the Master Plan includes the required programs and the reporting mechanisms needed to meet all of the statutory mandates. The Project Team will also assist and train City staff to maintain the required documentation and monitoring of the programmatic metrics needed for the AB 939 Annual Report. Regulatory compliance will also involve updating the City's policies and procedures that need to be in place for meeting the "Good Faith" program implementation requirement of AB 939 compliance.

Note that the evaluation and recommendations will reflect the implementation of regulatory compliance to a level that reflects best management practice for optimal jurisdiction practices.

Deliverables as a result of this task will include:

- Written report on City's regulatory compliance with AB 939 and all subsequent statutory requirements passed since 1989, including the new requirements passed in September 2014 (AB 341, AB 1826, AB 1594, etc.)
- Written report on the evaluation of the supporting documentation and new environmental metrics needed to comply with AB 939 and all subsequent statutory requirements passed since 1989, including the new requirements passed in September 2014 (AB 341, AB 1826, AB 1594, etc.)
- Written report on City's detailed recommendations to improve the existing regulatory compliance effort with AB 939 and all subsequent statutory requirements passed since 1989, including the new requirements passed in September 2014 (AB 341, AB 1826, AB 1594, etc.)
- Written report on the detailed recommendations for the new documentation requirements and new environmental metrics needed to comply with AB 939 and all subsequent statutory requirements passed since 1989, including the new requirements passed in September 2014 (AB 341, AB 1826, AB 1594, etc.)

Task 3.8: Business Best Practices Manual

Business Best Practices, also known as "Best Management Practices" (BMPs) refers to programs, policies, and techniques that consistently shown results superior to those achieved with other means, and that are used as benchmarks. In addition, a BMP can evolve as improvements are discovered.

In the context of developing a Master Plan, BMPs for each component are utilized as the benchmark as to what "should" be implemented considering the overall applicability of the future Master Plan. For each aspect of the Master Plan, the Project Team will compile applicable BMP for the City of Oxnard's assessment as to the various facility operations/maintenance, greenwaste/organics program, conversion technology, overall facility and collection, various programmatic aspects of the City's waste reduction and recycling efforts; and in the overall planning, design, development, and implementation of the soft and hard infrastructure elements of the City's integrated approach to meeting the City's solid waste goals, sustainability goals, and meeting the statutory requirements.

Deliverables as a result of this task will include:

- Compiled research on most applicable best management practices for each component of the City's solid waste management system which can serve as a benchmark for the City to utilize (e.g., equipment, technology, building design, etc.)
- Compiled research on most applicable best management practices for each component of regulatory compliance with AB 939 and all subsequent statutory requirements passed since 1989, including the new requirements passed in September 2014 (AB 341, AB 1826, AB 1594, etc.) which can serve as a benchmark for the City to utilize (e.g., education and outreach, environmental preferred policies , etc.)
- Assist the City staff in implementing the applicable best management practices, and developing documentation, including the policies, procedures, and environmental metrics for project and financial management.
- Coordination with the Facility Design Project Team to incorporate the best management practices concepts into the facility design for each of the solid waste management infrastructure facilities.

Task 3.9: Monitoring and Enforcement

Within the Master Plan context, “monitoring and enforcement” refers to the internal City of Oxnard self-monitoring and evaluation procedures and processes to ensure that the City is in compliance with all of the regulatory requirement and other programmatic requirements such as mitigation monitoring, policy implementation, documentation, and reporting.

Under AB 939, and the recently passed legislation, the City is ultimately responsible for compliance. Under AB 341 Mandatory Commercial Recycling, the City has the responsibility to determine the compliance of each business, create a tracking system, and an enforcement program to assure the success of that program. The Project Team will develop a plan and a program for evaluating each business, work with the City's Information Technology department to develop the database tools and the supporting enforcement infrastructure needed for compliance with this law.

In addition the Project Team will work with the City to develop environmental metrics needed to measure the progress for each program element in the solid waste management system. Below is an example of a best management practice that our team has implemented with a major company.

“Environmental Metrics” will be organized and utilized to self-monitor and evaluate its “environmental programs.”

Deliverables as a result of this task will include:

- Develop a set of compliance and performance metrics reflecting the applicable best management practices for each operational component of the City's solid waste management system (collection, facility operations, maintenance records, etc.) which can serve as a benchmark to evaluate progress on an annual basis.
- Develop a set of internationally recognized environmental performance metrics focused on environmental factors, tons recycled, greenhouse gas emissions, metric tons carbon dioxide equivalent (MTCO₂E), reflecting the applicable best management practices for each operational component of the City's solid waste management system (collection, facility operations, maintenance records, etc.) which can serve as a benchmark to evaluate progress on an annual basis.
- Develop a set of internal City project management and financial management performance metrics focused on cost factors used to determine "life cycle value" (cost per ton recycled, cost per ton diverted, cost per ton mile transported, cost per ton disposed, etc.) for each operational component of the City's solid waste management system (collection, facility operations, maintenance records, etc.) which can serve as a benchmark to evaluate progress on an annual basis.
- Assist the City staff in implementing the applicable tracking system for monitoring the various performance metrics and to document the best management practices, and developing documentation, including the policies, procedures, and environmental metrics for project and financial management.

Task 3.10: Waste Characterization Study

Complete a two-season waste characterization study to serve as the composition reference basis to develop the programmatic elements on which waste to reduce, recycle, compost, and/or convert, for the purpose of maximizing diversion from the landfill (in accordance to the guiding principles, policies, and other factors in the Zero Waste Plan). This study will include chemical properties analysis for the second season sort which will be utilized in selecting the appropriate anaerobic digestion and conversion technologies

This study will identify materials in the City's various waste streams and provide information on the physical and chemical properties of the waste stream (e.g., moisture content, size distribution, density, etc.). Work with the City Corps staff to provide training, sort oversight, and mentoring on data analysis and data interpretation. The data is to be provided for various potential equipment and facility design vendors and will be utilized as a reference for the selection of appropriate process equipment/technologies required for recovering recyclables and diverting the waste stream from landfill. Specific areas to consider include:

- General Assembly Bill (AB) 939 Planning and Zero Waste Planning Characterization
- CalRecycle Uniform Waste Characterization Study
- Material Recovery Facility (MRF) Performance
- MRF Equipment Upgrade Characterization (Additional characterization needed)

- Cumulative sizing of each of the individual materials types
- Density (pounds per cubic yard) for selected individual material types/categories
- Data For Preliminary Design of an Integrated MRF with Conversion Technology
 - Moisture Content
 - Higher Heat Value and Lower Heat Value (need independent lab)
 - Proximate/Ultimate Analysis (including percent ash) (need independent lab)
 - Biological Methane Potential (need independent lab)

Note: Cost estimate is only for characterization study design, study management and oversight, and data compilation and selected laboratory analysis of physical/chemical properties.

Deliverables as a result of this task will include:

- Waste Characterization Study Report
- Compiled Analytical Laboratory Data in Database Format (ready for RFP)
- Simplified Summary Document for use in Equipment RFP and for the Technology RFP

TASK 4: IMPLEMENTATION (\$234,000)

Task 4.1 Transition of Facility Operations Permits, Licenses, and Certifications

The MRF's Solid Waste Facility Permits (SWFP) and Certifications (e.g., California Redemption Value) need to be updated and/or recertified to reflect both city ownership and operations. This also includes all of the other legal documents related to the operations and maintenance of the facility, including updating/revising the Transfer Processing Report and submission to the Local Enforcement Agency (along with the notice of change in the operator). A regulatory compliance plan and schedule will be developed to ensure compliance with all applicable statutes and regulations.

The Transfer Processing Report will need to be updated to reflect all of the new operating procedures and protocols utilized by the City of Oxnard. The Project Team will update the TPR once the procedures and operational protocols for the facility are finalized and adopted. This task will be coordinated with the "Best Management Practices" task, in which the best practices will be researched and the appropriate ones are selected for implementation at the Del Norte Facility.

Regulatory compliance for the Del Norte Facility is focused on meeting the California "State Minimum Standards" (CCR Title 14) Regulations. The primary jurisdiction is that of the Ventura County Environmental Health Department (Local Enforcement Agency). In addition to the conditions stated on the Solid Waste Facility Permit (SWFP), conditions in the Conditional Use Permit and other mitigation monitoring requirements will need to be evaluated to ensure all aspects of compliance are met.

Deliverables as a result of this task will include:

- Updated Solid Waste Facility Permit
- Updated Transfer Processing Report
- Updated Licenses and Permits
- Develop List of Actions/Programs (to address identified factors/issues)

Task 4.2: Recycling and Municipal Solid Waste Management Training and Certification

The Project Team will subcontract UCLA Extension to provide training and testing for up to 30 City staff in areas required for certification including:

- Principles of Waste Reduction, Recycling /Solid Waste Management
- Municipal Solid Waste Management Technology
- Environmental Law/Regulatory Framework for Municipal Solid Waste Management
- Case Studies and Best Management Practices
- Recycling and Municipal Solid Waste Management: Research Project

The UCLA Extension's Recycling/Municipal Solid Waste Management Certification Program will be designed specifically for the City of Oxnard for a total cost of \$90,000. This is for a six course certificate program for up to 30 city staff and/or City Corp attendees. At the completion of this program, each participant will receive a UCLA certificate. Several of the classes are eligible as continuing education of the California State's Registered Environmental Health Specialist certification, and the Environmental Law portion also satisfies the continuing education for requirement for the California State Bar.

Consultant will coordinate and direct the training and administer the needed tests for the program and also will also be primarily responsible for the oversight of each of the individual research projects required of each student, and to provide supplemental math, science, and writing skills assistance, to insure the passing and certification of each student. Consultant will be responsible for the administration of the program to the City of Oxnard.

Deliverables as a result of this task will include:

- Customized City of Oxnard Recycling/MSW Management Training Program
- UCLA Extension Engineering Certification of Attendees
- Compliance with training requirements for Transfer Processing Report

Task 4.3: Develop and/or Update Operations/Maintenance Manuals

The Project Team will develop and/or update the City's Operations/Maintenance Manuals for the Del Norte MRF to reflect the recommendations resulting from the preliminary investigations in Task 2.5.

Operations and maintenance manuals will be updated to reflect City-specific operations and maintenance procedures and protocols that reflect the best management practices applicable for the City.

Operations/Maintenance procedures for the Del Norte MRF will be evaluated for the various aspects, e.g., hearing and sight protection, personnel safety equipment and its usage, right-to-know on hazards in the work place, safe operation of all equipment, operators area walk-around checks, house-keeping, system start-up check, operator performance enhancement, operating tips, equipment start-up procedures, and system shut-down procedures.

Other operations/maintenance procedures/protocols to be evaluated will include; fall protection harnesses and personnel safety equipment and usage, Lock-Out-Tag-Out procedures, confined area access safety procedures, preventative maintenance program, warranty vs. non warranty and warranty claims/recovery procedures, electrical troubleshooting and repairs, hydraulic trouble shooting and repairs, organization and setting up of spare parts, scheduled maintenance and major repairs, proper usage of tools as well as any special precautions.

City will provide existing operations and maintenance manuals for review. This task will be coordinated with the Best Management Practices, so that the most appropriate best management

practice in each area can be incorporated into the City's various operations and maintenance manuals.

Deliverables as a result of this task will include:

- Updated operation and maintenance manuals which reflect City procedures and protocols and reflects best management practices.
- Updated operations and maintenance manuals will be incorporated into the various permits and updated regulatory documents (e.g., Transfer Process Report, CalRecycle Solid Waste Facility Permit, etc.) required by State Minimum Standards (Title 14 California Code of Regulations)

Task 4.4: Update City's Computerized Maintenance Management System (CMMS)

The Project Team will provide support to the City to update the City's Computerized Maintenance Management System (CMMS). The updated system will monitor regular and scheduled maintenance of the MRF and transfer station processing systems, vehicle, container and other equipment receiving scheduled maintenance according to manufacturer specifications and industry standards.

Deliverables as a result of this task will include:

- As-needed/As-requested support to City of Oxnard IT to implement additional metrics and performance requirements needed to implement an efficient monitoring system for scheduled maintenance.

Task 4.5: Updates to City Ordinances, Policies and Manuals

The Project Team will develop the policies needed by the City for AB 939 compliance. Specifically, policies and/or ordinances are needed as part of the implementation of AB 341 Mandatory Commercial Recycling Law and AB 1826 Organics Recycling. In addition, the City will need to update its "Environmental Preferred Purchasing" policy/manual, and also its "Mandatory Construction and Demolition Waste" policies.

The Project Team will work cooperatively with the City Attorney and the City Council to update these documents and will prepare these documents for inclusion into the City of Oxnard's AB 939 Compliance Binder. To make this effort as cost effective as possible, the Project Team will work with the UCLA Environmental Law course faculty and students to draft these documents for no cost (as part of a class project), and will provide legal/regulatory oversight review as well as coordination with the City Attorney and City Council.

Deliverables as a result of this task will include:

- Prepare AB 341 Policy for City Attorney and Council review and approval.

- Prepare AB 1826 Policy for City Attorney and Council review and approval.
- Prepare AB 341 Policy for City Attorney and Council review and approval.

Task 4.6: Support for Software Upgrades

The Project Team will provide support to the City to establish an inventory of software installed and/or the Team will review and update the existing inventory, track their use and upgrades by the vendors. Furthermore, when a piece of software requires upgrade or a newer version, project team will work with the City to assure the software upgrades will not disrupt facility operation.

Operating a successful modern, advanced, and highly automated MRF depends heavily on both reliable hardware and robust software. Facility software could include various software, including office use software such as word processing, spreadsheet, database, etc., facility operation software such as real time equipment monitoring network software or supervisory control and data acquisition (SCADA) software to assist facility operator in managing and operating a highly automated facility, and the backend platform program to host the operating system and application software.

For example, state-of-the-art MRFs can utilize digital sensors on all critical parts (e.g., bearings, etc.) to provide real-time readings (e.g., temperature, oil reservoir level, etc.) so that maintenance scheduling is a collaborative function between IT and operations. All software used by the facility should be included as part of the information technology (IT) asset management to track their original version and subsequent patches installed, source codes and back-ups, and purchased software maintenance contracts, etc.

Deliverables as a result of this task will include:

- Review of existing City software and applicability to proposed functions with upgraded facility equipment
- Inventory and tracking system of existing software needed for facility operations and maintenance activities

Task 4.7: Implement and Manage Programs Until City Staff Can be Hired and Trained, and Provide Technical Support As-Needed/As Requested Basis

As the City is going through a transition from out-sourcing to in-sourcing of facility operations, the in-sourcing operation will require the City to hire and train sufficient staff to position and operate the facility.

The Project Team has a vast pool of qualified technical, regulatory, and others specialty skilled staff available to assist the City of Oxnard via the Technical Services and/or through the consultant. The Project Team will mobilize and deploy these staff to provide on-site services during the transition period on a short notice to assist the City in implementing and managing the program.

The Project Team would assist with applying for and maintaining certification, and also assist City Corp in identifying, reviewing, and applying for grants.

Labor Cost: Environmental Management Specialist, Technical Staff at \$100/hour
(If required, Senior Waste Management Specialist at average cost \$125/hr.)

Deliverables as a result of this task will include:

- Provide on a temporary basis, qualified staff will be needed to maintain full operation of the facility, or to fill other positions, e.g., education/outreach specialist, business waste reduction and recycling (and sustainability) specialist for business technical assistance, etc., on an as-needed basis by the Environmental Resources Division.
- Technical Support Staff on an “as-needed” basis for the City of Oxnard.
- Technical assistance to City Corp to obtain and maintain “certification”
- Technical assistance in identifying grant opportunities, and assisting with grant writing/application, and review process
- Provide other technical services on an as-needed, as requested basis

Note: Scope and cost for each of the requested services will be jointly agreed upon and approved by the City of Oxnard before starting the effort.

TASK 5: OPTIMIZATION (\$85,000)

Task 5.1: Best Management Practices Manual

The project team will prepare a manual highlighting the best programs, practices or techniques that have shown the best results compared to results achieved by other means and exceed any benchmarks in place for the City of Oxnard. This manual will act as an internal guide and business case study so that it could be used as a reference teaching model to other cities. This manual will be a “working” and “living” document, and will be prepared in a format in which City Staff can update as improvements are implemented and proven.

The manual will also provide a decision-making tool to enable the user to understand the evaluation and selection process to determine how a specific program, practice, or technique is the most appropriate for the situation in the City of Oxnard. This document will serve as a guide for City of Oxnard staff to reference in future decisions. The document will also be used as a technical and legal/regulatory defensible document on the overall decision-making process utilized by the City of Oxnard.

Deliverables as a result of this task will include:

- Best Management Practices Manual
- One (1) electronic copy of the Draft Report or Manual
- One (1) electronic copy of the Final Report or Manual

Task 5.2: Route Optimization

Information Request/Review and Determining On-Route Time

Project Team members will meet with Division staff to review the Division’s current routing system, how routes are developed and existing route workloads (accounts per route per day). The Team will also review the Division’s scheduling, routing, and dispatch systems.

In conjunction with that review, a “time available for collection” analysis will be prepared. This analysis will document each major daily “off-route” driver task (e.g., pre- and post-trip requirements, travel time to route, travel time from route to transfer station/processing facility and back to route or corporation yard, lunch and breaks) and assign an associated time requirement as estimated by Division management or based on the Project Team’s review. This data will then be used to determine how much of a typical routes’ work day is associated with off-route activities and how much “on-route” time is available. Dividing this on-route time by the average account service time for each commodity, determined through time and motion analysis, provides the “target productivity” for a typical route for each commodity.

Dividing the total weekly system-wide workload (average number of weekly participating accounts for each commodity) by the target productivity, results in the total number of required weekly routes. City to provide the following:

- Existing route maps;
- Current number of routes by day by commodity (i.e., solid waste, recyclables and yard waste);
- Total number of accounts by commodity;
- Total number of residential carts by commodity (to account for multiple cart accounts);
- Number of accounts by route by day by commodity;
- Type of collection vehicles and crew size by commodity;
- Name and address of facility(s) each commodity is delivered to;
- Current and historical monthly and annual residential solidwaste, yard waste and recyclable tonnages;
- Legal vehicle payloads for each commodity;
- Any available data on the average weight per cart by commodity;
- Average monthly curbside recycling and yard waste participation rates (if available);
- Existing route maps; and
- Projected annual residential account growth rates for the next 5 to 10 years along with maps showing the location, amount of growth (number of accounts) and timing of growth

Conduct Task Time and Motion Analyses

Project Team members will conduct Time and Motion Analysis of representative routes within the City to develop average per-account service times that will serve as the basis for analyzing existing workload standards. Routes will be selected for auditing, in conjunction with Division management, to provide representative data for the overall residential collection system. The results of the audits will be expressed as the number of accounts per on-route minute. That data will then be used to determine the average number of accounts per route per day (the “target productivity”) based on the average number of on-route hours per route per day as determined above. Once that target productivity has been determined, the number of routes required to service the Division’s workload can be calculated by dividing the workload (number of accounts) for each commodity by the target productivity, as discussed above. As a separate and distinct analysis, the time and motion data can be used to support the development of cost of service rates for specific service levels as part of the Task 6 (Rate Analysis).

Evaluate Opportunities for Optimization

The above analysis provides the basis for establishing daily workloads and determining the appropriate number of required routes based on the Division’s current conditions. In conjunction with this analysis, opportunities for increasing the average on-route time and decreasing the collection time per account will also be considered. This may include recommending changes to the method of collection (co-collection versus single commodity), the structure of routes, driver administration requirements, changes to how pre and post trip tasks are handled (e.g., vehicle fueling and washing of vehicles), the potential for planned overtime and systems for load management to minimize the average number of loads per route/maximize the capacity of each load that is required), and opportunities for expanded use of GIS and on-board technologies. The

Team will also recommend that Division's safety record and safety program be reviewed as it directly impacts productivity as well as customer service and cost.

Routing a residential collection system using a "sweep" approach, which is the most common type of residential routing system, involves the following three separate steps:

- Breaking the total weekly system workload into daily collection areas (Monday, Tuesday, Wednesday and Thursday in the City's case) (Macro-Routing);
- Breaking each of those daily collection areas into individual route areas (Macro-Routing); and
- Routing each collection vehicle within its assigned route area (i.e., establishing the vehicle travel path, Micro-Routing)

Project Staff will be available to assist the Division and the City's GIS staff with rerouting the residential collection system on a macro level. This task will build upon the findings and information gathered as part of the above (Review and Assessment of Current Routing Structure and Routing Capabilities). This budget estimate assumes that the City has effective ArcGIS (formerly ArcView) capabilities and an accurate residential solid waste account data layer and that City GIS staff will perform the actual rerouting with project staff providing technical oversight. An objective of this process is to train GIS staff so that they can conduct future reroutes independently. Micro-routing of routes is not proposed to be conducted as part of this task. Micro-routing can and often is left to individual route drivers. The City may wish to consider obtaining routing software that provides for micro-routing, assuming the projected benefits justify the cost.

The "route optimization" task will be coordinated with the overall master planning process to determine which revised collection procedures are needed for any new source separated recycling, composting or other programs that are required to meet the new State regulatory goals for mandatory commercial recycling, mandatory organics diversion, and the zero waste goals for the City.

Deliverables as a result of this task will include:

- Recommended number of residential solid waste, recyclable and yard waste routes
- Evaluation of current route structure and collection schedule and recommendations for any appropriate changes to basic structure of the current residential routes.
- One (1) electronic copy of the Draft Report
- One (1) electronic copy of the Final Report

TASK 6: PROCUREMENT SUPPORT (\$60,000)

Task 6.1 Development of RFPs (MRF Equipment, Greenwaste Processing, Compressed Natural Gas (CNG) Fueling Station, GPS Systems, Collection and Processing Vehicles and Equipment, MRF Expansion, and Maintenance Facilities)

The Project Team recognizes the need to provide support to the City for contracts including MRF equipment, green waste processing, CNG fueling station, GPS systems, collection and processing vehicles and equipment, MRF expansion, and maintenance facilities. Support will include:

- Development of Request for Proposals (RFPs)
- Evaluation of proposals
- Inspection and testing
- The team has the experience and knowledge to assist Division staff in the steps required for these types of procurement support. The team will provide guidance in the development of RFPs, selection criteria, and inspection and testing protocols to ensure that the proposals reflect the appropriate requirements and selected proposals reflect the best life cycle value to the City's solid waste management infrastructure
- Procurement support will also include the preparation of documentation to demonstrate technical and legal defensibility of the RFP development, evaluation and selection process for each of the awarded contracts.

Deliverables as a result of this task will include:

- Develop proposals for greenwaste/organics and conversion technology RFPs needed by the City to support the Master Plan and the Facility Design project efforts
- Optional, other solid waste infrastructure facility RFPs on an "as-requested" basis"

Task 6.2 Evaluation of Proposals

The Project Team will assist the City of Oxnard to evaluate and select a "short list," and the preferred contractor vendor.

The team will provide guidance in the selection process, selection criteria, and inspection and testing protocols to ensure that the proposals reflect the appropriate requirements and selected proposals reflect the best life cycle value to the City's solid waste management infrastructure

Procurement support will also include the preparation of documentation to demonstrate technical and legal defensibility of the RFP development, evaluation and selection process for each of the awarded contracts.

Deliverables as a result of this task will include:

- Identification of potential contractors/proposers

- Assistance to City to help evaluate proposals
- Preparation of documentation to demonstrate technical and legal defensibility of the RFP development, evaluation and selection process for each of the awarded contracts.
- Assistance in contract negotiations

TASK 7: PROJECT CLOSEOUT (\$3,000)

Prior to the contract termination date, the project team will complete all required tasks and deliverables and make all project files available in Microsoft Office format for the Division staff. The project team will have an open discussion with the City summarizing how the tasks were fulfilled and for any comments or changes to task deliverables to ensure all completed tasks have met the City's goals and expectations.

Deliverables as a result of this task will include:

- Deliver Project Files (in MS Format and/or other format requested by City)
- Final Quality Assurance/Quality Control Management Review
- Final Earned Value Analysis on overall Master Plan effort

EXHIBIT B
SCHEDULE

TASK ID	TASK DESCRIPTION	Year 2016												Year 2017												Years 2018 & 2019				
		MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY				
TASK 1	PROJECT MANAGEMENT / COORDINATION																													
1.1	Coordination and Management of Subcontractors							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				
1.2	Quality Assurance/Quality Control Measures																													
1.3	Customer Coordination							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				
1.4	Project Coordination Meetings							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				
1.5	Earned Value Analyses / Reporting																													
1.6	Facility Design Contractor/Subcontractor Coordination							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				
1.7	Organizational Support for City of Oxnard																													
TASK 2	PRELIMINARY INVESTIGATIONS																													
2.1	Regulatory, Code and Permitting												X																	
2.2	CEQA Compliance											X	X	X																
2.3	Sustainability																													
2.4	Asset Management											X	X																	
2.5	Operation and Maintenance Manuals																													
2.6	Modeling (Hydrology and Hydraulics)																													
2.7	Maintenance of Equipment and Facilities											X	X																	
2.8	Geotechnical Investigations																													
2.9	Mapping and Utility Investigations												X	X																
2.10	Coordination with Utility Companies											X	X																	
2.11	Information Systems and GIS												X	X	X															
2.12	Public Works Department and Environmental Resources Division Policies and Procedures											X	X	X																
2.13	Project and Financial Management											X	X	X	X															
TASK 3	MASTER PLAN OF SOLID WASTE MANAGEMENT INFRASTRUCTURE																													
3.1	Environmental Justice Plan												X																	
3.2	Zero Waste Plan												X	X																
3.3	Environmental Resources Division's Facilities (Systems Integration Task)											X	X	X																
3.4	Equipment Maintenance and Repair/Replacement Plan													X																
3.5	Facility Upgrade Plan to Meet Future Regulatory Needs and Goals Established by Council Including CalRecycle MRF Performance Standards																													
3.6	Green Waste / Organics Processing and Conversion Technologies											X	X	X	X															
3.7	Regulatory Compliance (AB 939 Annual Report and CalRecycle's City of Oxnard Biennial Compliance Review)											X	X	X																
3.8	Business Best Practices Manual												X	X	X															
3.9	Monitoring and Enforcement																													
3.10	Waste Characterization Study																													
TASK 4	IMPLEMENTATION																													
4.1	Transition of Facility Operations Permits, Licenses, and Certifications												X																	
4.2	Recycling and Municipal Solid Waste Management Training and Certification												X																	
4.3	Develop and/or Update Operations/Maintenance Manuals																													
4.4	Update City's Computerized Maintenance Management System (CMMS)																													
4.5	Updates to City Ordinances, Policies and Manuals												X	X	X	X	X	X	X	X	X	X	X	X	X	X				
4.6	Support for Software Upgrades												X	X	X	X														
4.7	Implement and Manage Programs Until City Staff Can be Hired and Trained, and Provide Technical Support As-Needed/As-Requested Basis												X	X	X	X														
TASK 5	OPTIMIZATION																													
5.1	Best Management Practices Manual																													
5.2	Route Optimization																													
TASK 6	PROCUREMENT SUPPORT																													
6.1	Development of RFPs (MRF Equipment, Greenwaste Processing, CNG Fueling Station, GPS Systems, Collection and Processing Vehicles and Equipment, MRF Expansion, and Maintenance Facilities)																													
6.2	Evaluation of Proposals																													
TASK 7	PROJECT CLOSEOUT																													
7.1	Close Out All Project Activities																													
7.2	Deliver All Project Files in Microsoft Office or Other Approved Format to the City																													
7.3	Conduct Quality Management After Action Review																													

EXHIBIT C
SCHEDULE OF COST
Environmental Resources Master Plan
Page 1 of 2

Task ID #	Task Description	Phase 1	Phase 2	Optional	Total
TASK 1: PROJECT MANAGEMENT/COORDINATION					
1.1	Coordination and Management of Subcontractors	\$5,000	\$5,000		\$10,000
1.2	Quality Assurance/Quality Control Measures	\$3,750	\$3,750		\$7,500
1.3	Customer Coordination	\$3,000	\$3,000		\$6,000
1.4	Project Coordination Meetings	\$5,000	\$5,000		\$10,000
1.5	Earned Value Analyses/Reporting	\$4,000	\$4,000		\$8,000
1.6	Facility Design Contractor/Subcontractor Coordination	\$6,000	\$6,000		\$12,000
TASK 1: PROJECT MANAGEMENT/COORDINATION TOTAL		\$26,750	\$26,750	\$0	\$53,500
TASK 2: PRELIMINARY INVESTIGATIONS					
2.1	Regulatory, Code and Permitting	\$8,500			\$8,500
2.2	CEQA Compliance	\$10,000			\$10,000
2.3	Sustainability	\$4,000			\$4,000
2.4	Asset Management	\$8,500			\$8,500
2.5	Operation and Maintenance Manuals	\$4,000			\$4,000
2.6	Modeling (Hydrology and Hydraulics)	\$7,500			\$7,500
2.7	Maintenance of Equipment and Facilities		\$22,000		\$22,000
2.8	Geotechnical Investigations		\$8,000		\$8,000
2.9	Mapping and Utility Investigations		\$8,000		\$8,000
2.1	Coordination with Utility Companies		\$3,000		\$3,000
2.11	Information Systems and GIS		\$8,500		\$8,500
2.12	Public Works Department and Environmental Resources Division Policies and Procedures		\$6,000		\$6,000
2.13	Project and Financial Management		\$8,500		\$8,500
TASK 2: PRELIMINARY INVESTIGATIONS TOTAL		\$42,500	\$64,000	\$0	\$106,500
TASK 3: MASTER PLAN OF SOLID WASTE MANAGEMENT INFRASTRUCTURE					
3.1	Environmental Justice Plan	\$12,000			\$12,000
3.2	Zero Waste Plan	\$88,000			\$88,000
3.3	Environmental Resources Division's Facilities (Systems Integration Task)	\$8,000			\$8,000
3.4	Equipment Maintenance and Repair/Replacement Plan	\$24,000			\$24,000
3.5	Facility Upgrade Plan to Meet Future Regulatory Needs and Goals Established by Council Including CalRecycle MRF Performance Standards	\$18,500			\$18,500
3.6	Green Waste/Organics Processing and Conversion Technologies	\$24,000			\$24,000
3.7	Regulatory Compliance (AB 939 Annual Report and CalRecycle's City of Oxnard Biennial Compliance Review)	\$12,000			\$12,000
3.8	Business Best Practices Manual	\$20,000			\$20,000
3.9	Monitoring and Enforcement		\$18,500		\$18,500
3.10	Waste Characterization Study		\$75,500		\$75,500
TASK 3: MASTER PLAN OF SOLID WASTE MANAGEMENT INFRASTRUCTURE TOTAL		\$206,500	\$94,000	\$0	\$300,500

EXHIBIT C
SCHEDULE OF COST
Environmental Resources Master Plan
Page 2 of 2

Task ID #	Task Description	Phase 1	Phase 2	Optional	Total
TASK 4: IMPLEMENTATION					
4.1	Transition of Facility Operations Permits, Licenses, and Certifications			\$40,000	\$40,000
4.2	Recycling and Municipal Solid Waste Management Training and Certification		\$98,000		\$98,000
4.3	Develop and/or Update Operations/Maintenance Manuals	\$28,000			\$28,000
4.4	Update City's Computerized Maintenance Management System (CMMS)		\$10,000		\$10,000
4.5	Updates to City Ordinances, Policies and Manuals		\$8,000		\$8,000
4.6	Support for Software Upgrades		\$8,000		\$8,000
4.7	Implement and Manage Programs Until City Staff can be hired and trained, and provide technical support on an as-needed/as-requested basis			\$42,000	\$42,000
TASK 4: IMPLEMENTATION TOTAL		\$28,000	\$124,000	\$82,000	\$234,000
TASK 5: OPTIMIZATION					
5.1	Best Management Practices Manual	\$35,000			\$35,000
5.2	Route Optimization	\$50,000			\$50,000
TASK 5: OPTIMIZATION TOTAL		\$85,000	\$0	\$0	\$85,000
TASK 6: PROCUREMENT SUPPORT					
6.1	Development of RFPs (MRF Equipment, Greenwaste Processing, CNG Fueling Station, GPS Systems, Collection and Processing Vehicles and Equipment, MRF Expansion, and Maintenance Facilities)		\$50,000		\$50,000
6.2	Evaluation of Proposals		\$10,000		\$10,000
TASK 6: PROCUREMENT SUPPORT TOTAL		\$0	\$60,000	\$0	\$60,000
TASK 7: PROJECT CLOSEOUT					
7.1	Close Out All Project Activities		\$1,500		\$1,500
7.2	Deliver All Project Files in Microsoft Office or Other Approved Format to the City		\$500		\$500
7.3	Conduct Quality Management After Action Review		\$1,000		\$1,000
TASK 7: PROJECT CLOSEOUT TOTAL		\$0	\$3,000	\$0	\$3,000
TOTAL COST OF ALL TASKS REQUIRED FOR ENVIRONMENTAL RESOURCES MASTER PLAN		\$388,750	\$371,750	\$82,000	\$842,500

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

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

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

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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 the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

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 SPACECOMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

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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 _____

REQUEST FOR BUDGET APPROPRIATION

Department: Environmental Resources
Project/Program
Manager: Todd Vasquez-Housley

Date: November 15, 2016
Phone: (805) 385-7957

Reason for Appropriation:

Appropriate first of three year contract amount from Fund Balance based on Audited Cash Balance of FY14-15 and unaudited Cash Balance of FY15-16 for Optimization Planning and Implementation of Del Norte & MRF

Accounts and Descriptions

AMOUNT

Fund: SOLID WASTE OPERATING (631)

Expenditures/Transfers Out

ADMINISTRATIVE & PLANNING (6301)

631-6301-842.82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTR	280,833
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Sub-total Expenditures	280,833
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Net Change to Fund Balance	(280,833)
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Net Appropriation Change	280,833
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 6

DATE: November 15, 2016

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in black ink, appearing to read "mf".

SUBJECT: Marijuana Code Amendment (5/10/20)

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

RECOMMENDATION:

That City Council approve the first reading by title only and waive further reading of an ordinance amending Section 7-282 of the City Code to provide that indoor marijuana cultivation in compliance with state law is not prohibited.

BACKGROUND

On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was passed by the California voters as Proposition 64. The AUMA legalizes the nonmedical use of marijuana by persons 21 years of age and over, the personal cultivation of up to six marijuana plants, and commercial marijuana businesses with a state license. The AUMA provides that local governments can reasonably regulate, but not ban, personal indoor cultivation of up to six living marijuana plants within a private residence. The AUMA allows local governments to regulate (including banning) personal outdoor cultivation operations. Marijuana cultivation, both indoor and outdoor, is currently prohibited in the City by Oxnard City Code Section 7-282.

Code Amendment in Response to AUMA Passage

With passage of Proposition 64, the portion of the City's existing regulations that prohibits indoor cultivation must be amended to be consistent with the AUMA. Personal indoor cultivation of up to six living marijuana plants within a person's private residence (a house,

Marijuana Amendment (5/10/20)

November 15, 2016

Page 2

apartment, mobile home, or similar dwelling unit) may not be prohibited by City regulations. Cultivation of up to six plants in a greenhouse on the same property as the residence that is fully enclosed, secure, and not publicly visible is also considered personal indoor cultivation under the AUMA. The proposed amendment (Attachment A) provides that indoor cultivation in compliance with state law is not prohibited within the City. Staff intends to return to the City Council soon with a workshop/study session to discuss the other implications of the passage of the AUMA, including commercial activities. It is not anticipated that the required state licenses for commercial marijuana activities will issue before January 1, 2018.

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.

FINANCIAL IMPACT

No financial impact at this time.

ATTACHMENTS:

Att A Marijuana Cultivation Amendment

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
SECTION 7-282 OF ARTICLE XVI OF CHAPTER 7 OF THE OXNARD CITY CODE
RELATING TO MARIJUANA CULTIVATION

.....

WHEREAS, In January of this year the City Council adopted Ordinance 2898 prohibiting medical marijuana dispensaries and marijuana cultivation and deliveries; and

WHEREAS, the City Council found that commercial medical marijuana activities, as well as cultivation can adversely affect the health, safety, and well-being of City residents; and

WHEREAS, on November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was passed by the California voters as Proposition 64; and

WHEREAS, the AUMA provides that local governments can regulate, but not ban, personal indoor cultivation of up to six living marijuana plants within a private residence; and

WHEREAS, consistent with the AUMA, the City wishes to amend Section 7.282 of Article XVI of Chapter 7 of the Oxnard City Code to provide that indoor marijuana cultivation in compliance with state law is not prohibited.

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

Part 1. Section 7-282 of Article XVI of Chapter 7 of the Oxnard City Code is hereby amended to read as follows:

"7-282. CULTIVATION OF MARIJUANA PROHIBITED.

Marijuana cultivation by any person or entity, including clinics, collectives, cooperatives and dispensaries, is prohibited within the city, with the exception of indoor personal, non-commercial marijuana cultivation in compliance with state law."

Part 2. The foregoing recitals are true and correct.

Part 3. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted the Ordinance, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Part 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on _____, 2016, and finally adopted on _____, 2016, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney