

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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
June 9, 2020
Regular Meeting - 11:00 AM to 12:15 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 8:00 a.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 8:00 a.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen 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 requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. 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 for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the May 26, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

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.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

D. REPORTS

1. Public Works Department

SUBJECT: Approve Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District. (10/15/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District (VRSD) in the amount of \$97,960 for a total not-to-exceed amount of \$618,743.91 and to extend the term from June 30, 2020 to June 30, 2021 for monitoring and reporting of the closed Santa Clara Landfill.

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Second Amendment to Agreement A-7971 with Garcia's Landscape Maintenance Inc. for Landscape Maintenance Services in Various Districts. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-7971 in the amount of \$343,720 for a total not to exceed amount of \$1,252,720 for landscape maintenance services in various Districts and to extend the term from June 30, 2020 to December 31, 2020.

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Second Amendment to Agreement No. A-7985 with Professional Security Consultants. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute a Second Amendment to Agreement A-7985 with Professional Security Consultants in the amount of \$335,000 for a total amount not to exceed \$935,000 and to extend the term to June 30, 2021 for security patrol services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant, and the Advanced Water Purification Facility.

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Purchase Order with Famcon Pipe & Supply for Infrastructure Parts and Supplies. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a Purchase Order with Famcon Pipe & Supply, Inc. for infrastructure parts and supplies in the amount of \$210,000 for a one-year term with the option of two additional one-year terms, for a total amount not to exceed \$630,000.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
May 26, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:13 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan A. MacDonald, and Chair Bert E. Perello were present via videoconference.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Adam Smith, Project Manager/Interim Special Districts Manager; Tatiana Arnaout, City Engineer; Thien Ng, Assistant Public Works Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the May 12, 2020 regular meeting as presented.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Public Works Department

1. SUBJECT: Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay).

RECOMMENDATION: That the Public Works and Transportation Committee recommends the City Council:

1. Adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 1 (Westport at Mandalay Bay) for FY 2020-21; and
2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2020-21.

The Project Manager/Interim Special Districts Manager gave a report. Public comments were received from Rocco Belmonte. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

(The next three items were considered concurrently.)

2. SUBJECT: Special Tax Levy for Community Facilities Districts No. 3 and No. 4 (Seabridge at Mandalay Bay).
RECOMMENDATION: That the Public Works and Transportation Committee recommends the City Council:
 1. Adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 3 (Seabridge at Mandalay Bay) for FY 2020-21; and
 2. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2020-21.
3. SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark).
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 5 for FY 2020-21.
4. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange).
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council adopt a resolution setting a special tax rate within Community Facilities District (CFD) No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2020-21.

The Project Manager/Interim Special Districts Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented on item D-2. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented on item D-3. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented on item D-4. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

5. SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2020-2025.
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council:
 1. Approve and authorize the Fiscal Year 2020-21 projects to be selected from the Proposed 2020-2025 City of Oxnard Five Year Capital Improvement Program ("CIP"); and
 2. Adopt the 2020-2025 City of Oxnard Five Year Capital Improvement Program.

The City Engineer gave a report. Member MacDonald announced that he has a potential real estate conflict of interest due to the proximity of Campus Park to his residence and stated his recusal from the item. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Chair Perello, to approve the recommended action as presented. VOTE: Flynn and Perello voted in favor; MacDonald abstained. The motion carried 2-0-1.

6. SUBJECT: Rental Agreement A-8221 with Amrep for Rental of Refuse Collection Trucks for the Environmental Resources Division.

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Rental Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) for a total amount not to exceed \$621,600 for the rental of refuse collection trucks through June 30, 2021.

The Assistant Public Works Director gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Chair Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Member Flynn requested a future item on upcoming alley maintenance projects. Chair Perello requested an item reviewing the use of palm trees, which are not native to the area; a report on reinstating the rail line from the harbor to Interstate 5 and the possibility of adding a rail line for the Oxnard Materials Recovery Facility; and walkway assessments in the Oxnard Shores neighborhood.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 12:25 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.1**

DATE: June 9, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District. (10/15/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District (VRSD) in the amount of \$97,960 for a total not-to-exceed amount of \$618,743.91 and to extend the term from June 30, 2020 to June 30, 2021 for monitoring and reporting of the closed Santa Clara Landfill.

BACKGROUND

Ventura Regional Sanitation District (VRSD) has managed the Santa Clara Landfill since its closure and the building of the City's River Ridge Golf Course. On May 15, 2002, City Council approved the lease (Lease Agreement) from VRSD of two (2) parcels of real property, including a landfill parcel for the purpose of constructing and maintaining golf course facilities.

From 2002 to 2019, VRSD has been providing regulatory testing and reporting services to monitor the area's groundwater and gas emissions affected by the presence of decomposing refuse below the surface.

DISCUSSION

The current VRSD agreement expires June 30, 2020. The Public Works Department is requesting a Fifth Amendment to the Agreement to extend the term to June 30, 2021 and to increase the agreement value by \$97,960.00 for a new not to exceed amount of \$618,743.91. The services provided by VRSD are critical for the City to meet local, State and federal air and groundwater quality mandates.

On June 8, 2015, the City and VRSD entered into a new agreement, wherein VRSD agreed to continue to provide monitoring and reporting services as a requirement per the post closure agreement and lease agreement. The table below shows the history of the agreement and amendments.

AGREEMENT/ AMENDMENT	COUNCIL APPROVAL	VALUE AMOUNT	AMENDMENT AMOUNT	TOTAL AMOUNT	TERM
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7167-15-CM	November 17, 2015	\$75,050.91	\$0	\$75,050.91	June 30, 2016
First Amendment	April 11, 2017	\$75,050.91	\$129,457.00	\$204,507.91	June 30, 2017
Second Amendment	January 23, 2018	\$204,507.91	\$113,721.00	\$318,228.91	June 30, 2018
Third Amendment	March 5, 2019	\$318,228.91	\$99,987.00	\$418,215.91	June 30, 2019
Fourth Amendment	June 18, 2019	\$418,215.91	\$102,568.00	\$520,783.91	June 30, 2020

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

The cost for this Amendment with VRSD is \$97,960 and is included in the FY 2020-21 recommended budget in the Golf Course Operations Fund 651 (account 651-6402-842.82-09).

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. VRSD 7167-15-CM (Fifth Amendment)
2. VRSD Agreement 7167-15-CM Original and Amendments1-4
3. VRSD Fifth Amendment PowerPoint

**AMENDMENT NO. 5
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027
AGREEMENT FOR CONSULTING SERVICES**

THIS FIFTH AMENDMENT ("Fifth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment); and

E. On March 5, 2019, City and Consultant agreed to amend the Agreement to review and extend the Agreement for one year and add additional compensation to Consultant (Third Amendment); and

F. On May 16, 2019, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Fourth Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as Exhibit D-5.

G. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as

previously modified Paragraph 2 of the Second Amendment:

“8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2021. 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.”

2. The following language shall be added at the end of Section 10 (Permits, Licenses, Certificates) in the Agreement:

“The Parties agree that Consultant shall be responsible for no more than twenty-five percent (25%) of the annual permit fee charged by the State Water Resources Control Board to the City. City may request the Consultant, by invoice, to pay its 25% share of the State Water Resources Control Board annual permit fee for the closed Santa Clara and Coastal Landfills. The Consultant shall have thirty (30) business days from the receipt of such invoice to remit payment to the City.”

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

“12. Term of Agreement

This Agreement shall begin on July 1, 2015 and expire on June 30, 2021.”

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

“14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$618,743.91 for the Services at rates provided in **Exhibit B-5** attached hereto and incorporated herein by this reference.”

5. As so amended, the Agreement remains in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment on the day and year first written above.

**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By Bert E Perello
BERT PERELLO
Chairman of the Board

ATTEST:

By Juliet Rodriguez
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____
TIM FLYNN
Mayor

ATTEST:

By _____
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By _____
STEPHEN FISCHER
City Attorney

EXHIBIT B-5
AMENDMENT NO. 5 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	\$113,721.00
FY19 Proposed Customer Budget	\$99,987.00
FY20 Proposed Customer Budget	\$102,568.00
FY21 Proposed Customer Budget	<u>\$97,960.00</u>
	<u>\$618,743.91</u>

(See FY21 detail on the following pages.)



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY21 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
411500	City of Oxnard [River Ridge]- EPG			
51010	Wages - Regular			
	Account Total---		\$26,352	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	66	\$107	\$7,062
	51010 Engineer LFG Perimeter Probe & Structure Monitoring	12	\$131	\$1,572
	51010 Engineering Technician LFG Surface Monitoring & Reporting	4	\$107	\$428
	51010 Engineering Technician LFG Surface Monitoring & Reporting	40	\$107	\$4,280
	51010 Engineer Gas Collection System and Flare Operation &	16	\$131	\$2,096
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$107	\$642
	51010 Engineering Technician Gas Collection System Monitoring	96	\$107	\$10,272
52079	Environmental Consultants			
	Account Total---		\$32,175	
	52079 Landfill Surface Emission Monitoring	2	\$3,850	\$7,700
	52079 Semiannual GW Monitoring Events & Reports	2	\$8,625	\$17,250
	52079 Gas Flare Source Test	2	\$2,200	\$4,400
	52079 Semiannual Flare Assessment	2	\$1,137	\$2,273
	52079 Quarterly LFG Sampling	4	\$138	\$552
52150	Permits, Licenses and Fees			
	Account Total---		\$2,415	
	52150 VCAPCD	1	\$1,725	\$1,725
	52150 SWRCB	1	\$690	\$690
52155	Lab Services and Supplies			
	Account Total---		\$20,700	
	52155 Semiannual GW Analytical Lab Services	2	\$10,350	\$20,700
52185	Operating Supplies			
	Account Total---		\$8,878	
	52185 Flare Maintenance & Repair Supplies	2	\$4,025	\$8,050
	52185 Calibration Gas (Oxygen & Methane)	2	\$207	\$414
	52185 Calibration Gas (Zero Air & Methane)	2	\$207	\$414

52186	Other Operating Services	Account Total---	\$700			
	52186 Maintain City's Air Compressor (Quarterly)			4	\$175	ITEM #D-1 \$700
52197	Utilities	Account Total---	\$2,880			
	52197 Electricity			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total---	\$150			
	52220 Manlift			2	\$75	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total---	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			2	\$250	\$500
60598	Fund Transfer Out-FLEET	Account Total---	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
			Project 411500 Total---		\$97,960	
			Total for this report---		\$97,960	

Customer Signature: _____ Date: _____

Approval to Start Project

VRSD Signature: Brenda Perella Date: 5-7-20

Approval to Start Project

EXHIBIT D-5

**AMENDMENT NO. 4
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027
AGREEMENT FOR CONSULTING SERVICES**

THIS FOURTH AMENDMENT ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, landfill gas collection system and flare operations and maintenance, and landfill gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment); and

E. On March 5, 2019, City and Consultant agreed to amend the Agreement to review and extend the Agreement for one year and add additional compensation to Consultant (Third Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as Exhibit D-4.

F. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the Second Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2020. 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."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2020."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$520,783.91 for the Services at rates provided in **Exhibit B-4** attached hereto and incorporated herein by this reference."

4. As so amended, the Agreement remains in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the day and year first written above.

**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By Kevin Kildee
KEVIN KILDEE
Chairman of the Board

ATTEST:

By Juliet B. Rodriguez
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LA ROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By Robert N. Kwong
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By Chris Theisen
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By Tim Flynn 6/18/19
TIM FLYNN
Mayor

ATTEST:

By Michelle Ascencion
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By Stephen Fischer
STEPHEN FISCHER
City Attorney

EXHIBIT B-4
AMENDMENT NO. 4 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	\$113,721.00
FY19 Proposed Customer Budget	\$99,987.00
FY20 Proposed Customer Budget	<u>\$102,568.00</u>
	<u>\$520,783.91</u>

(See FY20 detail on the following pages.)

						ITEM #D-1
52186	Other Operating Services	Account Total—	\$700			
	52186 Maintain City's Air Compressor (Quarterly)			4	\$175	\$700
52197	Utilities	Account Total—	\$2,880			
	52197 Electricity			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Manlift			2	\$75	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			2	\$250	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
			Project 411500 Total—		\$102,568	
			Total for this report—		\$102,568	

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

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."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2019."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$418,215.91 for the Services at rates provided in Exhibit B-3 attached hereto and incorporated herein by this reference."

4. As so amended, the Agreement remains in full force and effect.

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EXHIBIT B-3
AMENDMENT NO. 3 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	\$113,721.00
FY19 Proposed Customer Budget (12 mos.)	<u>\$99,987.00</u>
	<u>\$418,215.91</u>

(See detail on the following pages.)

						ITEM #D-1
52186	Other Operating Services	Account Total—	\$700			
	52186 Maintain City's Air Compressor (Quarterly)			4	\$175	\$700
52197	Utilities	Account Total—	\$2,880			
	52197 Electricity			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Manlift			2	\$75	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			2	\$250	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
			Project 411500 Total—		\$99,987	
			Total for this report—		<u>\$99,987</u>	

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

52197	Utilities	Account Total—	\$2,880			
	52197 Electricity			1	\$2,880	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Man Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
Project 411500 Total—			\$113,721			
Total for this report—			\$113,721			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

52185	Operating Supplies	Account Total—	\$11,828			ITEM #D-1
	52185 Calibration Gas (Oxygen + Methane)			2	\$207	\$414
	52185 Calibration Gas (Zero Air + Methane)			2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies			1	\$11,000	\$11,000
52186	Other Operating Services	Account Total—	\$700			
	52186 Maintain City's Air Compressor			4	\$175	\$700
52197	Utilities	Account Total—	\$2,880			
	52197 Electricity Billing			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Man-Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,380			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Stormwater Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Cell Sys Monitoring			500	\$1	\$500
Project 411500 Total—			\$129,457			
Total for this report—			\$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

8/1/2016

24

2. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the First Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2018. 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."

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified Paragraph 6 of the First Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018."

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified Paragraph 7 of the First Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$318,228.91 for the Services at rates provided in Exhibit B-2 attached hereto and incorporated herein by this reference."

5. As so amended, the Agreement remains in full force and effect.

**Exhibit A-2
Scope of Services**

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports. Retain Title V and CCR 17 records.
4. Prepare AB32 / CCR 17 Reports. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
5. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations. This work was not started in FY2017, as originally planned. This work will be completed in FY2019/2020.



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY18 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
411500 City of Oxnard (River Ridge)- EPG				
51010 Wages - Regular	Account Total—			\$34,058
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	66	\$109	\$7,194
	51010 Engineering Technician LFG Surface Monitoring & Reporting	4	\$109	\$436
	51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &	32	\$106	\$3,392
	51010 Engineer Gas Collection System and Flare Operation &	16	\$118	\$1,888
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$109	\$654
	51010 Engineering Technician Gas Collection System Monitoring	96	\$109	\$10,464
	51010 Engineer LFG Perimeter Probe & Structure Monitoring	12	\$118	\$1,416
	51010 Engineer LFG Surface Monitoring & Reporting	73	\$118	\$8,614
52079 Environmental Consultants	Account Total—			\$34,173
	52079 Landfill Surface Gas Emissions Monitoring	1	\$7,700	\$7,700
	52079 Semi Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Semi Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
52150 Permits, Licenses and Fees	Account Total—			\$920
	52150 Permits, Licenses, and Fees	1	\$920	\$920
52155 Lab Services and Supplies	Account Total—			\$25,302
	52155 Semi Annual GW Monitoring Analytical Lab Svcs	2	\$12,375	\$24,750
	52155 Quarterly LFG Sampling	4	\$138	\$552
52185 Operating Supplies	Account Total—			\$12,528
	52185 Calibration Gas (Oxygen & Methane)	2	\$207	\$414
	52185 Calibration Gas (Zero Air & Methane)	2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies	1	\$11,000	\$11,000
	52185 Maintain City's Air Compressor	4	\$175	\$700



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

ITEM #D-1

Project Number	Account	Quantity	Cost/Price	Extension
11500 City of Oxnard (River Ridge)- EPG				
51010 Wages- Regular	Account Total—		\$40,395	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	\$107	\$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting	77	\$107	\$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting	64	\$107	\$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	\$104	\$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &	16	\$116	\$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$107	\$642
	51010 Senior Engineering Technician Gas Collection System Monitoring	96	\$116	\$11,136
52079 Environmental Consultants	Account Total—		\$38,660	
	52079 (RES) Landfill Surface Emission Monitoring	1	\$7,700	\$7,700
	52079 (OEM) Semi-Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
	52079 Annual Flare Destruction Efficiency Test	1	\$2,686	\$2,686
	52079 Semi-Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Contractor Lab Costs for 4 Samples	4	\$450	\$1,800
52080 Other Professional Services	Account Total—		\$4,000	
	52080 Methane Detectors Factory Service, Equip. &	1	\$4,000	\$4,000
52150 Permits, Licenses and Fees	Account Total—		\$920	
	52150 APCD Permit Fee	1	\$920	\$920
52155 Lab Services and Supplies	Account Total—		\$26,015	
	52155 Laboratory Fees	4	\$178	\$713
	52155 Quarterly Landfill Gas Analytical	4	\$138	\$552
	52155 GW Monitoring Analytical Lab Sves for 2 Events	2	\$12,375	\$24,750

FY 18 Budget										
LeakID Gas Detector Probe and Accessories (continued)			Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit Cost	Unit Cost	Total Cost
Labor \$2,368.00	LeakID Gas Detector Probe Monitoring Collects (ambient gas monitoring unit) Collects (oil gas monitoring unit)	Monitoring	Environmental Resource Analyst	4	12	48	\$ 107.00			\$5,136.00
			Environmental Resource Analyst	1.0	12	12	\$ 107.00			\$1,284.00
			Environmental Resource Analyst	0.5	12	6	\$ 107.00			\$642.00
	Reporting	Environmental Resource Analyst	1	12	12	\$ 107.00			\$1,284.00	
	Propane Monthly Report for GHD									
Materials \$414.00	Collection Gas (propane + methane)							2	\$ 207.00	\$414.00
Equipment \$2,500.00	GDM - Gas Monitor Mile - Portable Vehicle Misc. Supplies/Accessories							12	\$ 75.00	\$900.00
								4	\$ 275.00	\$1,100.00
								1	\$ 500.00	\$500.00
								400	\$ 1.00	\$400.00
Charge \$17,000	Charge									\$17,000.00
Subtotal										

Leak Detection Station Monitoring and Reporting			Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit Cost	Unit Cost	Total Cost		
	Monitoring											
Labor	Follow-up monitoring for leaks detected (contingency for any outside contractor estimates)	Environmental Resource Analyst	4	1	4	\$	107.00			\$428.00		
\$4,171.00												
	Reporting											
Cost-Attribution Title 5 Reports	Environmental Resource Analyst	10	1	10	\$	107.00				\$1,070.00		
Annual Site Report, District and Maintenance Report	Environmental Resource Analyst	3	1	3	\$	107.00				\$321.00		
Site-Specific Inventory Report	Environmental Resource Analyst	3	1	3	\$	107.00				\$321.00		
Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	\$	107.00				\$749.00		
AD-321 Title 17 Reporting	Environmental Resource Analyst	4	1	4	\$	107.00				\$428.00		
California Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$	107.00				\$642.00		
Federal Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$	107.00				\$642.00		
Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	\$	107.00				\$2,568.00		
Materials	Collection Gas (propane + methane)							2	\$	207.00	\$207.00	
\$214.00												
Outside Contracted Services	GSM, Inc. - Leak Detection Station Monitoring (cost + \$100) (Note: for FY 18/19 station monitoring frequency and time reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and time will return to quarterly)	Engineer			1			Lump sum	\$	4,500.00	\$	4,500.00
\$1,100.00												

Leak Detection Station Monitoring and Reporting			Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit Cost	Total Cost	
Labor	6 quarterly inspections Quarterly sampling - 4 sampling events (2018 SW regulatory increase sampling to 4 events from 2) 4 quarterly inspections Conduct Annual Site Inspection	Monitoring	Environmental Resource Analyst	2	6	12	\$ 107.00		\$1,284.00	
			Environmental Resource Analyst	1	4	4	\$ 107.00		\$428.00	
			Environmental Resource Analyst	1	4	4	\$ 107.00		\$428.00	
			Environmental Resource Analyst	4	1	4	\$ 107.00		\$428.00	
\$1,780.00		Plans and Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00		\$642.00	
		Conduct Annual Calibration and QC/QA review	Environmental Resource Analyst	8	1	8	\$ 107.00		\$856.00	
		Complete Annual Report	Environmental Resource Analyst	21	1	21	\$ 107.00		\$2,247.00	
		Class Water Pollution Prevention Plan update								
								4	\$ 428.00	\$1,712.00
Exclude Contracted Services Laboratory Fees										

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
 Project/Program
 Manager: Thien Ng

Date: January 23, 2018
 Phone: 271-2220

Reason for Appropriation:

Appropriates additional funds to cover FY18 landfill monitoring charges (PO#5677) per 2nd Amendment with Ventura Regional Sanitation District.

Accounts and Descriptions**AMOUNT**

Fund: 101- General Fund

Expenditures/Transfers Out

101-1002-808.87-21	TRANSFERS - OUT / TSFR TO GOLF COURSE FD	<u>52,000</u>
	Sub-total Expenditures	<u>52,000</u>
	Net Change to Fund Balance	<u>(52,000)</u>

Fund: 651- Golf Course Operating

Revenues/ Transfers In

651-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUD	<u>52,000</u>
	Sub-total Revenues	<u>52,000</u>

Expenditures/Transfers Out

651-6402-842.82-09	CONTRACTUAL SERVICES / SERVICES-OTHER PROF/CONTI	<u>52,000</u>
	Sub-total Expenditures	<u>52,000</u>

Net Change to Fund Balance 0

Net Appropriation Change 52,000

Approvals

Department Director

Chief Financial Officer

City Manager



REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

3. The following language shall replace the original provisions of Section 9 in the Agreement:

"9. Principal-in-Charge

Consultant hereby designates Matthew Baumgardner as its principal-in-charge and person responsible for necessary coordination with Manager."

4. The following language shall be added as a second paragraph to Section 10 (Permits, Licenses, Certificates) in the Agreement:

"Consultant's responsibility under this Agreement shall be subject to the terms and conditions of VRSD Contract No. 00-023-02 which is titled Amended and Restated Golf Course Lease and Landfill Postclosure Agreement By and Between Ventura Regional Sanitation District and City of Oxnard Dated May 21, 2002, is incorporated fully herein by this reference as Exhibit C-1. Parties agree that if any conflict arises between the terms and conditions of the Agreement, as amended, and the terms and conditions of Exhibit C-1 shall prevail and take precedence."

5. The following language shall be added as a third sentence to Section 11 (City's Responsibility) in the Agreement:

"City's responsibility under this Agreement shall be subject to the terms and conditions of Exhibit C-1."

6. The following language shall replace the original provisions of Section 12 in the Agreement:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2017."

7. The following language shall replace the original provisions of Section 14.a. in the Agreement:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$129,457 for the Services at rates provided in Exhibit B-1 attached hereto and incorporated herein by this reference."

8. The following language shall replace the original provisions of Section 40(b) in the Agreement:

"b. Any notices to the City may be delivered personally or by mail addressed to the City of Oxnard, Public Works Department, 305 W. Third Street, Oxnard, California 93030, Attention: Badaoui Mouderrres."

9. As so amended, the Agreement remains in full force and effect.

(signatures on following page)

**Exhibit A-1
Scope of Services**

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.
4. Prepare AB32 / CCR 17 Reports.
5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
6. Retain Title V and CCR 17 records.
7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations.

52185	Operating Supplies	Account Total—	\$11,828		ITEM #D-1	
	52185 Calibration Gas (Oxygen + Methane)			2	\$207	\$414
	52185 Calibration Gas (Zero Air + Methane)			2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies			1	\$11,000	\$11,000
52186	Other Operating Services	Account Total—	\$700			
	52186 Maintain City's Air Compressor			4	\$175	\$700
52197	Utilities	Account Total—	\$2,880			
	52197 Electricity Billing			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Man-Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
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	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Stormwater Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
		Project 411500 Total—	\$129,457			
		Total for this report—	\$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

EXHIBIT C-1

ITEM #D-1

DATE: 5/21/02 AGENDA # 12**VRSD CONTRACT NO: 00-023-02**

AMENDED AND RESTATED
GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
BY AND BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CITY OF OXNARD

DATED: May 21, 2002

AMENDED AND RESTATED
GOLF COURSE LEASE AND LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
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**AMENDED AND RESTATED
GOLF COURSE LEASE AND LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
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c.	Closure Plan	1
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e.	Coastal Landfill Parcel	1
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b.	RWQCB	5
c.	APCD	6
d.	EPA	6
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AMENDED AND RESTATED
GOLF COURSE LEASE
AND LANDFILL
POSTCLOSURE MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT ("this Lease Agreement") is made and entered into this 21st day of May, 2002, by and between the VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District (hereinafter referred to as "VRSD"), and the CITY OF OXNARD, a municipal corporation of the State of California (hereinafter referred to as "City"). The purpose of this Lease Agreement is to lease two parcels of real property, including a closed landfill parcel, to City so that City, at its sole expense, may design, permit, construct, and operate open space recreational uses on the property; to provide that City assume responsibility for maintaining the surface of the property and for expenses incurred by VRSD as a result of City's development and use of the property; to provide that VRSD retain responsibility for monitoring and maintaining specified subsurface maintenance facilities; and to provide consideration to VRSD and City in the form of additional covenants and agreements, with all of the above generally described provisions being more particularly described and established below. This Lease Agreement provides for a conveyance from a governmental agency to a governmental agency and is exempted by Government Code Section 66428(a)(2) from any requirement for a parcel map.

1. **DEFINITION OF TERMS.** As used in this Lease Agreement, the following terms have the meanings set forth below:

a. "Agreement for Waste Disposal" shall mean the Agreement for Waste Disposal at Toland Road Landfill between VRSD and City executed November 14, 2000, as it may be amended.

b. "Bailard Buffer Parcel" shall mean that certain real property owned by VRSD and located west of Victoria Avenue and east of the Bailard Landfill as more particularly described in Exhibit "B" and illustrated on Exhibit "A".

c. "Closure Plan" shall mean the Coastal Sanitary Landfill Final Closure Plan prepared by VRSD in September, 1991, and approved by the California Integrated Waste Management Board.

d. "Coastal Buffer Parcel" shall mean that certain real property owned by VRSD and located east of Victoria Avenue and west of the Coastal Landfill Parcel as more particularly described in Exhibit "C" and illustrated on Exhibit "A".

e. "Coastal Landfill Parcel" shall mean that certain real property owned by VRSD located west of the Santa Clara Landfill Parcel as more particularly described in Exhibit "D" and illustrated on Exhibit "A". "Coastal Landfill" shall mean the landfill located on the Coastal Landfill Parcel.

f. "Landfill Cover System" shall mean the landfill cover system constructed over the top of the closed Coastal Landfill as that system actually exists on the date of this Lease Agreement. The Landfill Cover System design is described and illustrated in the Closure Plan and represented in the as built closure plans prepared by VRSD for the Coastal Landfill. The actual dimensions of this system existing on the date of this Lease Agreement may vary from the design. VRSD makes no representation as to the dimensions or condition of the cover system as of the date of this Lease Agreement, because the cover system has changed due to differential settlement, erosion or other factors.

g. "Northwest Golf Course Community Specific Plan" or "Specific Plan" shall mean that Specific Plan approved by the City July, 1999.

h. "Northwest Golf Course Community Specific Plan EIR" or "Specific Plan EIR" shall mean that Final Environmental Report (State Clearinghouse No. 97031009) certified by City July, 1999.

i. "Postclosure Plan" shall mean the Coastal Sanitary Landfill Postclosure Maintenance Plan prepared by VRSD October, 1991, and approved by the California Integrated Waste Management Board.

j. "Premises" shall mean (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel.

k. "Santa Clara Landfill Parcel" shall mean that certain real property owned by City located east of the Coastal Landfill Parcel as illustrated on Exhibit "A".

l. "Specified Recreational Uses" shall mean open space recreational uses available to the public, with or without charge, as approved in writing by City and VRSD. Subject to the other terms of this Lease Agreement, the following recreational uses are deemed approved as Specified Recreational Uses: golfing, walking, jogging, bicycling, picnicking and/or outdoor athletic fields.

m. "Subsurface" shall mean the land lying below the top of the clay liner portion of the Landfill Cover System constructed on the Coastal Landfill Parcel.

n. "Subsurface Maintenance Facilities" shall mean landfill improvements whether located on top of or below the surface of the Coastal Landfill that directly relate to maintenance or mitigation of subsurface landfill conditions. Such facilities shall include all landfill gas collection and monitoring wells, all water quality monitoring wells, all landfill gas collection system piping, valves, and related equipment, the entire landfill gas flare system, all flare station landscaping growing inside the fence surrounding the flare station, all condensate collection tanks and any other improvement physically connected to subsurface landfill maintenance improvements. "Subsurface Maintenance Facilities" shall not mean any roads or drainage improvements.

o. "Surface" shall mean the land lying on top of the Coastal Landfill Parcel including the soil above the top of the clay liner portion of the Landfill Cover System. "Surface" shall not be interpreted to include "Subsurface" or "Subsurface Maintenance Facilities."

p. "Water and Wastewater Services Agreement" shall mean the Agreement for Water and Wastewater Services between VRSD and City executed November 14, 2000 as it may be amended.

2. **PREMISES.** Pursuant to the terms, conditions and covenants hereof, VRSD hereby leases to City, and City leases from VRSD the Premises. All references to the "Premises" shall be understood to include both (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel unless only one of these parcels is expressly specified in any provision of this Lease Agreement.

3. **TERM.**

This Lease Agreement shall be deemed to have become effective and the term shall be deemed to have commenced on November 14, 2000, provided, however, that where this Lease Agreement makes specific provision for the date of commencement and/or termination of certain rights and/or responsibilities, those specified dates shall control the timing of the referenced rights and/or responsibilities. This Lease Agreement shall continue in effect until December 31, 2099, unless terminated earlier in accordance with the provisions below.

4. **RENT.**

a. **Base Rent.** Commencing on the date first stated above and continuing thereafter during the term of this Lease Agreement, on or before December 1 of each year, City shall pay VRSD One Dollar (\$1) per year as the Base Rent.

b. **Other Consideration.** In addition to the Base Rent, in consideration for the making of this Lease Agreement, City shall fully perform all obligations arising under this Lease Agreement, and City shall perform all of City's obligations arising under the Agreement for Waste Disposal and the Water and Wastewater Services Agreement. City expressly acknowledges that VRSD would not have made this Lease Agreement unless City had agreed to the Agreement for Waste Disposal and the Water and Wastewater Services Agreement.

5. **USE OF PROPERTY.** During the term of this Lease Agreement, City shall use and occupy the Premises solely for Specified Recreational Uses subject to the terms and conditions herein. Any other use is prohibited. In conjunction with Specified Recreational Uses, City may construct lined lakes on the Coastal Buffer Parcel to provide for drainage of City's property used for Specified Recreational Uses and for irrigation of City's property used for Specified Recreational Uses. City shall not construct or allow the construction or placement of any buildings or permanent enclosed

structures on the Coastal Landfill Parcel. City shall not construct or allow the construction or placement of any building or permanent enclosed structure on the Coastal Buffer Parcel except for restrooms, snack shops with open air seating, unenclosed shelters, and a maintenance facility serving Specified Recreational Uses solely, provided such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas, and provided that such improvements are approved (including issuance of all required permits) by regulatory agencies which have jurisdiction to regulate construction of such improvements. City shall not disrupt or allow the disruption of the Landfill Cover System or any material lying within four feet of the waste buried in the Coastal Landfill Parcel without the express written approval of VRSD, CIWMB, RWQCB and other regulatory agencies which have jurisdiction to regulate the maintenance and improvements of the Landfill Cover System. Without limiting the foregoing, City agrees City shall not, under any circumstances, dig into, drill through or otherwise impair the compacted clay liner portion of the Landfill Cover System without all such required regulatory approval. City shall not permanently take any dirt or earthen material off either the Coastal Landfill Parcel or the Coastal Buffer Parcel; provided, however, that City may move dirt from the Coastal Buffer Parcel to the Coastal Landfill Parcel. Notwithstanding this Section 5 or any other provision of this Agreement, all rights granted by VRSD to City with respect to City's use and occupancy of the Premises are, and shall remain, fully subject to the rights of the Lessee under the Gas Lease (as such terms are defined in Section 10a of this Lease Agreement).

6. CONDITION OF PREMISES.

a. Acceptance of Premises. City hereby acknowledges that it has fully inspected the Premises, and all improvements thereon, and accepts the same in its present condition "as is." VRSD makes no guarantees, warranties or representations regarding the fitness of the Premises for development for Specified Recreational Uses or whether any of the activities contemplated hereunder can be undertaken without conflicting with or impairing any rights of the Lessee under the Gas Lease or causing VRSD to violate any of its covenants or obligations under the Gas Lease. City acknowledges that it will be relying solely on its own investigations, studies, and expert review concerning the condition of the Premises, its zoning and land use designation, its potential for development, and any and all environmental, hydrogeologic or geologic conditions.

b. Landfill Impacts. City further acknowledges that the Premises is located on or adjacent to a closed solid waste landfill and, as such, the Premises may be subject to certain conditions, including, but not limited to, significant differential settlement of the surface, venting of landfill gas through the surface, subsurface migration of landfill gas, chemicals, liquid substances and other compounds, contamination of groundwater beneath and adjacent to the landfill and all other environmental impacts associated with a closed landfill. Specifically, City acknowledges that the surface of the Coastal Landfill Parcel is settling at a non-uniform rate as the waste buried below the surface decomposes. Settlement of the surface can be expected to occur throughout the term of this Lease Agreement and this condition will require City to fill in cracks and voids and engage in constant maintenance of any and all paths, piping, utility conduits, fencing, landscaping, drainage features, golf course tees, fairways, greens, improvements for Specified Recreational Uses and other

improvements on the Coastal Landfill Parcel. City and VRSD agree that City shall carry out such responsibilities without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. City acknowledges that landfill gas, including methane gas and other hazardous gases, generated by the decomposing waste buried beneath the surface of the Coastal Landfill Parcel migrates laterally subsurface and also vents vertically through cracks in the surface of the ground. The generation of landfill gas and the migration and venting of this gas can be expected to occur throughout the term of this Lease Agreement. City further acknowledges that the Coastal Buffer Parcel may experience all of the impacts associated with the landfill and that the Coastal Buffer Parcel experiences episodes of significant flooding, including, but not limited to, drainage from the existing Victoria Avenue drainage ditch and the Patterson Drain, including occasions when the outlet to the Santa Clara River does not drain due to high water. City assumes and accepts all risks, losses, damages, and costs of these above referenced landfill impacts as they may affect the construction and operation of Specified Recreational Uses on the Premises, except for losses arising from any VRSD negligent act or omission; provided that in no event shall VRSD ever be liable for any consequential damage incurred by City because the Premises is not usable for Specified Recreational Uses.

7. PERMITTING OF PREMISES.

a. **CIWMB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Integrated Waste Management Board ("CIWMB") and its local enforcement agency ("LEA"), the Ventura County Environmental Health Department ("EHD"). The LEA and the CIWMB have approved the Closure Plan and the Postclosure Plan. City acknowledges that the Closure Plan and the Postclosure Plan must be revised before City can commence development of Specified Recreational Uses on the Coastal Landfill Parcel. City acknowledges that the CIWMB and the LEA must approve any revisions to the Closure Plan and Postclosure Plan and that CIWMB and LEA may order further revision to these plans during the term of this Lease Agreement. City further acknowledges that the State of California has enacted and will further enact laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

b. **RWQCB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Regional Water Quality Control Board - Los Angeles Region ("RWQCB") and the California State Water Resources Control Board ("SWRCB"). City acknowledges that the RWQCB has issued Waste Discharge Requirements ("WDR's") and Groundwater Monitoring Requirements ("Water Quality Requirements") for the Coastal Landfill, the Santa Clara Landfill and the Bailard Landfill. City acknowledges that the RWQCB shall review and revise the WDR's and/or Water Quality Requirements before City shall commence development of Specified Recreational Uses. City acknowledges that RWQCB and/or SWRCB may modify the WDR's and/or Water Quality Requirements at any time during the term of this Lease Agreement.

c. **APCD.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Ventura County Air Pollution Control District ("APCD"). City acknowledges that APCD has adopted Rule 74.17 and Rule 74.17.1 and may adopt revisions to this rule or adopt new rules regulating air emissions from the Premises.

d. **EPA.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Environmental Protection Agency and/or other regulatory agencies of the United States ("EPA"). City acknowledges that the United States has enacted the Resource Conservation and Recovery Act and other laws and regulations and will further enact new laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

e. **Regulatory Compliance.** City acknowledges review of each of the above referenced Closure Plan, Postclosure Plan, WDR's, Water Quality Requirements and APCD Rule 74.17, and Rule 74.17.1. City acknowledges that the Coastal Landfill Parcel is subject to other regulatory requirements. City assumes responsibility for becoming fully informed of all the restrictions presented by such regulatory permits, rules, regulations and laws as they exist now or may exist in the future as they relate to City's use of the Premises. City agrees that to the extent its use of the Premises or adjacent City owned property causes a violation of any such permit, rule, regulation or law, City shall bear the full responsibility for correcting any such violation and City shall bear the full expense of any liability associated with any penalty, prosecution or remediation requirement associated with any such violation and that City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any such liability.

8. LANDFILL CLOSURE PLAN, LANDFILL POSTCLOSURE PLAN AND OTHER REGULATORY DOCUMENTS.

a. **City Reimbursement of VRSD.** VRSD and City acknowledge that the Closure Plan, Postclosure Plan and other regulatory documents must be revised and approved by the appropriate regulatory agencies in order to accommodate the development of Specified Recreational Uses on the Coastal Landfill Parcel and that such revisions may be required on subsequent occasions during the term of this Lease Agreement. VRSD and City agree to cooperate in all such revisions and the implementation of the Closure Plan, Postclosure Plan, and other regulatory documents, provided that VRSD shall not be obligated to agree to any revision or requirement relating to Specified Recreational Uses which causes VRSD to incur expenses for subsurface maintenance of the Coastal Landfill beyond the expenses VRSD was obligated to incur under the plans and documents in existence as of the date of this Lease Agreement or which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. VRSD and City agree that City shall bear the entire cost to City and VRSD of revising the Closure Plan, Postclosure Plan, and all other regulatory documents. City shall reimburse VRSD for all commercially reasonable costs and expenses incurred by VRSD under subsections 8a, b, c, d, e, f, and g below, including all VRSD staff and consultant costs. With respect to City's obligation herein to pay or reimburse VRSD, City shall, within thirty (30) days after receipt of billing from

VRSD, pay VRSD for reasonable expenses incurred by VRSD in carrying out the activities described in this Section 8 including staff time and consultant time in consulting with the City, City consultants, VRSD consultants, regulatory agencies and other interested parties involved in the revision and/or implementation of the plans or other regulatory documents and/or any of the activities described in this Section 8. City's obligation to reimburse shall include, but not be limited to payment for all VRSD staff and VRSD consultant time spent on reviewing all drafts, proposed submittals, designs, and other documentation relating to the plans and documents and attendance of VRSD employees and VRSD consultants at any and all meetings relating to the development of Specified Recreational Uses on the Premises. As used in this Lease Agreement, the term "VRSD consultant" shall mean independent engineers, hydrologists, attorneys, architects and other experts retained by VRSD. City shall reimburse VRSD for its staff time at the then current established hourly rates and for its consultants' time at the established hourly rates as then specified in contracts between VRSD and its consultants which shall be made available to City. In addition, if the revised plans or other permits, conditions or documents changed as a result of Specified Recreational Uses result in an increase in the expense of providing subsurface postclosure maintenance City shall, throughout the terms of this Lease Agreement, reimburse VRSD for such additional postclosure maintenance expenses within thirty (30) days after receipt of billing specifying the nature and cost of the additional maintenance work, improvements, monitoring or other activity required by the revised Closure Plan, Postclosure Plan or other regulatory documents.

b. **City's Assumption of Responsibility.** Immediately upon execution of this Lease Agreement, City shall assume responsibility for complying with the surface maintenance components of the Postclosure Maintenance Plan and other regulatory documents, including, but not limited to, the WDR's. Upon the approval of the revised Closure Plan, Postclosure Plan, and other regulatory documents permitting Specified Recreational Uses on the Coastal Landfill Parcel City shall become responsible for and shall commence the physical work of complying with all components of those plans and any successor plans and other documents which regulate or relate to the development and maintenance of the surface of the Coastal Landfill Parcel and VRSD shall bear responsibility only for non Specified Recreational Uses related subsurface maintenance requirements of said plans, including responsibility for any subsurface maintenance facilities which exist on or above the surface of the Coastal Landfill Parcel. In addition to assuming responsibility for all continuing and all new surface maintenance requirements, City shall bear responsibility for any additional subsurface maintenance requirement caused by the development and/or operation of Specified Recreational Uses on the Premises. In the future, during the term of this Lease Agreement, City shall become responsible for compliance with all new provisions, conditions and requirements of further revised plans and other regulatory documents relating to Specified Recreational Uses on the Premises and for all subsequent revised or new provisions, conditions and requirements of said plans and documents or new regulatory enactments relating to the surface maintenance of the Premises which may hereinafter become effective during the term of this Lease Agreement. The parties acknowledge that the various regulatory agencies may continue to name VRSD as the permittee, owner and/or responsible party for the Closure Plan, Postclosure Plan, and other regulatory documents. Nonetheless, City shall take all reasonable action necessary to assure that City's activities do not cause VRSD to be found by the regulatory agencies to be out of compliance with the Closure Plan,

Postclosure Plan, or any other regulatory document. City and VRSD agree that each shall carry out its responsibilities under this Section 8 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **City's Right to Withdraw Initial Applications for Plan Revisions.** City, at its sole discretion, may, at any time, prior to approval of the initial applications to be made to revise the Closure Plans and Postclosure Plans in existence on the date of this Lease Agreement to allow the initial development of Specified Recreational Uses, determine that the applications for revision to the Closure Plan and Postclosure Plan and/or all other regulatory documents shall be withdrawn; and, this Lease Agreement will, upon such withdrawal, automatically terminate. It is further agreed that City, in its sole discretion, may at any time after approval of the above referenced applications, terminate this Lease Agreement pursuant to Section 24 below.

d. **Plan Revision Process.** Revisions of the Closure Plan and Postclosure Plan, current or as revised in the future, as well as the revision of any and all other regulatory documents pertaining to land use on the Premises, including permits, requirements, orders and other regulatory directives, shall be processed by City and VRSD on a cooperative basis consistent with the provisions herein. No application for any revision to the Closure Plan and/or Postclosure Plan shall be submitted to the CIWMB or LEA until both VRSD and City have approved the submission of such application for revision. Neither VRSD nor City shall be obligated to apply for, support or accept any Plan revision proposed as a consequence of planned Specified Recreational Uses which increases the expense of the party responsible for complying with the provision objected to; provided that neither party shall oppose such provisions if the other party agrees to assume all liability for the expense of such provisions, except that notwithstanding anything contained in this Agreement, VRSD shall not be required to apply for, support or accept any Plan revision, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. City agrees that City shall pay and/or bear the full expense of preparing, processing and implementing the revised Closure Plan, Postclosure Plan, and other regulatory documents caused by or related to, directly or indirectly, the development of Specified Recreational Uses on the Premises.

e. **Financial Assurance Mechanism.** City acknowledges the legal requirements relating to the provision of financial assurance mechanisms for closed landfills. VRSD and City acknowledge that the existing financial assurance mechanism which has been established and funded by VRSD and approved by CIWMB may be revised as a result of revisions to the Closure Plan and Postclosure Plan necessitated by City's proposal to develop Specified Recreational Uses on the Coastal Landfill Parcel. VRSD shall continue to be responsible to the CIWMB for providing financial assurance in the amount stated in the Postclosure Plan's estimate of expense of fifteen (15) years of postclosure maintenance of the Coastal Landfill as specified in the cost estimate existing

on the date of this Lease Agreement (even though City, pursuant to this Lease Agreement, shall bear the actual expense, when incurred, of all surface maintenance and any expense of any additional subsurface maintenance required as a result of City's development of Specified Recreational Uses on the Coastal Landfill). On the other hand, City shall be responsible for providing financial assurance for all other new postclosure maintenance expenses as required by CIWMB as a consequence, direct and/or indirect, of Specified Recreational Uses including Specified Recreational Uses related surface maintenance requirements and all new subsurface requirements which are required as a result of Specified Recreational Uses proposed. City acknowledges that as a result of the application for revision to the Closure Plan and Postclosure Maintenance Plan which must be made in order to advance the development of Specified Recreational Uses on the Coastal Landfill Parcel, the CIWMB may implement additional financial assurance requirements. City shall be responsible for and hold VRSD harmless from any such additional Specified Recreational Uses related requirements. City also acknowledges that additional financial assurance requirements may be imposed in the future. City shall bear all costs, expenses and obligations of meeting such additional financial assurance requirements as relate to surface maintenance required because of the development and/or operation of Specified Recreational Uses on the Premises. VRSD shall expeditiously apply in accordance with CIWMB regulations to CIWMB for release of any financial assurance funding or security provided by City and release any funds held by VRSD which are due to City upon CIWMB approval of such release.

f. **Final Design.** After CIWMB and LEA approval of revisions to the Closure Plan and Postclosure Plan and all other necessary regulatory approvals, including, but not limited to the approval of the RWQCB, SWRCB and EPA, City shall develop final designs for Specified Recreational Uses improvements to be constructed upon the Premises. These final designs shall be submitted to VRSD for its review. VRSD may, within thirty (30) days after receipt of any submittal, comment upon any aspect of the designs which could potentially increase VRSD's cost of subsurface maintenance of the Coastal Landfill; provided, however, that, notwithstanding anything contained in this Agreement, VRSD shall not be required to accept any final design, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any of its covenants or obligations under the Gas Lease.

Notwithstanding VRSD's review of and comment on the final design, City shall release, indemnify, defend and hold VRSD harmless from any liability arising from any design defect, error, omission, or damage arising from the final design of all improvements to be constructed on the Premises.

g. **Environmental Documentation.** City shall be the lead agency for all environmental documentation relating to any and all development on the Premises. City shall fully comply with the California Environmental Quality Act ("CEQA"). City shall be responsible for defending or providing a defense to any action alleging non-compliance with CEQA or any other law, regulation, rule or permit arising out of the revision of the Closure Plan, Postclosure Plan or other regulatory document relating to Specified Recreational Uses or the Northwest Golf Community Specific Plan, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall hold

harmless, defend and indemnify VRSD in any such action, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall reimburse VRSD for any expense, including, but not limited to any expense for staff time, consultant time (including attorney time or other related expenses) incurred by VRSD in response to City's request made in connection with VRSD's defense.

h. **Development Liability.** City shall hold harmless, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any action, claim or liability arising out of City's approval of development occurring on the Premises or on the property covered by City's approval of the Northwest Golf Community Specific Plan. City shall reimburse VRSD for any expenses, including, but not limited to, any expense for staff time or consultant time (including attorney time or other related expenses) incurred by VRSD as a result of such action. For example, City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD in any administrative appeal or judicial action brought in any administrative forum or any court relating to the City's approval and/or development approved by City in the Specific Plan area, including, but not limited to, compliance with environmental documentation requirements, low income housing provisions, compliance with general plan or other planning requirements or other actions involving any City approval or City permit relating to development in the Specific Plan area. With respect to development of Specified Recreational Uses on the Premises, City shall bear all permit, annexation, zoning, development agreement and other regulatory costs, fees, charges or requirements. For example, City shall indemnify and hold VRSD harmless from annexation fees and other charges due Calleguas Water District and/or Metropolitan Water District of Southern California upon annexation and development of the Premises.

i. **Construction.** VRSD shall be entitled to inspect the Premises throughout the construction of all improvements on the Premises. Notwithstanding VRSD's inspection of construction activities, City shall release, indemnify, defend and hold VRSD harmless from any and all liability arising from the construction of any and all improvements on the Premises by City or City's contractors. All City contractors working on the Premises shall be obligated to name VRSD as an additional insured as to all insurance requirements imposed by the City on its contractors.

9. **MAINTENANCE.**

a. **Immediate Assumption of Maintenance of Coastal Buffer Parcel and Surface Maintenance of Coastal Landfill Parcel.** Immediately upon execution of this Lease Agreement, City shall take possession of and be responsible for the maintenance of the Coastal Buffer Parcel and the surface maintenance of the Coastal Landfill Parcel as provided in this Lease Agreement. From and after the date of this Lease Agreement, City shall be entitled to a non-exclusive right of reasonable access to the Coastal Landfill Parcel at any time, subject to the present or future subsurface maintenance operations of VRSD on the Premises and to the rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary

flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. The parties should coordinate their respective activities and meet quarterly to discuss upcoming activities on the Premises.

b. **Coastal Landfill Parcel Maintenance Responsibility.** Immediately upon execution of this Lease Agreement, City shall be responsible for complying with all surface maintenance requirements established under the then existing Postclosure Maintenance Plan and other regulatory documents including, but not limited to, the WDR. Upon approval of the revised Closure Plan and/or Postclosure Plan and other regulatory documents permitting Specified Recreational Uses, in accordance with this Lease Agreement, City shall be solely responsible for and obligated to maintain the surface of the Coastal Landfill Parcel in accordance with all requirements of said Plan and documents. VRSD shall retain the right of access to perform all subsurface maintenance of the Coastal Landfill for which VRSD shall remain responsible. City shall be responsible for complying with all surface maintenance activities on the Coastal Landfill including, but not limited to, the surface maintenance activities set forth in the Closure Plan, Postclosure Plan, and other regulatory documents and any revisions thereto. City shall bear all expense associated with Premises surface maintenance activity. City shall release, defend, and hold VRSD harmless from any and all expense relating to the surface maintenance of the Premises, except for expenses incurred by VRSD hereunder in maintaining subsurface maintenance facilities. City and VRSD agree that each shall carry out its responsibilities under this Section 9 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **Indemnification.** In consideration of entering into this Lease Agreement, City agrees that, City shall indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD), and hold VRSD, and each of VRSD's directors, employees, attorneys, and agents (collectively, "Indemnitees") harmless from any and all claims, liabilities, liens, losses, judgments, orders, actions (including actions arising from personal injury to or death of third persons or property damage), expenses, fines, penalties, governmental directives or inquiries, environmental response costs of any type (including without limitation reasonable attorneys' and environmental consultants' fees) (collectively "Liabilities"), arising from or related to City's design, construction, maintenance, repair, operation and/or use of the Premises, except to the extent such liabilities are caused by Indemnitees' acts, omissions, or negligence.

d. **Release.** City hereby fully releases Indemnitees from any and all claims which City may have now or in the future against Indemnitees for any damage or liability arising from the use of the Premises by City. As a material covenant and condition of this Lease Agreement, City agrees that in the event of any adverse event, situation or condition regarding the use of the Premises by City, City shall look solely to parties other than Indemnitees, and Indemnitees shall not be

responsible in any way therefor, and no cause of action shall lie, nor shall any judgment, however obtained, be executed against Indemnitees or any of them except to the extent such adverse event, situation or condition is caused by Indemnitees' acts, omissions or negligence.

With respect to the foregoing release, City fully waives any rights or benefits available to City under the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

City acknowledges that its attorney at law has explained to City the meaning and effect of this statute. City understands fully the statutory language of Civil Code Section 1542, and with this understanding, City nevertheless elects to, and does, assume all risk as against Indemnitees regarding such damages or liabilities, whether arising before or after the making of this Lease Agreement and whether now known or unknown, and City specifically waives any rights City may have under California Civil Code Section 1542. City fully understands that if the facts with respect to which this release is executed are later found to be other than or different from the facts now believed by it to be true, City expressly accepts and assumes the risk as against Indemnitees of that possible difference in facts, and agrees that this release shall be and remain effective notwithstanding that difference in facts.

Therefore, the provisions of Civil Code Section 1542 (and any other or similar provisions of common or statutory law of any state of the United States) are hereby waived by City as to all matters released herein and City acknowledges that this waiver is an essential and material term of this Lease Agreement without which this Lease Agreement would not have been executed by VRSD. City acknowledges and recognizes that City may hereafter discover facts different from or in addition to those which City now knows or believes to be true with respect to the claims released herein. However, City intends by this Lease Agreement to fully, finally and forever settle and release the claims set forth herein, whether these claims heretofore have existed, now exist, may now exist, or will exist upon the discovery of additional facts. In furtherance of this intention, this Lease Agreement shall remain in full and complete effect in all respects, notwithstanding the discovery by VRSD or City of the existence of additional or different facts relating to the claims hereby released.

10. **GAS AND CONDENSATE COLLECTION AND FLARE SYSTEM**

a. **Collection System.** City acknowledges that VRSD owns the landfill gas generated under the Premises. City acknowledges the existence and contents of the April 22, 1983, Landfill Gas Lease and Operating Agreement for Conversion Systems among Cambrian Energy Systems,

Inc., Ventura Coastal Corporation and VRSD, and the April 18, 1991, First Amendment to Landfill Gas Lease and Operating Agreement for Conversion Systems between Oxnard Landfill Associates and VRSD (collectively referred to as the "Gas Lease"). City acknowledges that: (i) "Lessee" under said Gas Lease (originally Cambrian Energy Systems, Inc. and currently Ogden Power Pacific, Inc., a subsidiary of Ogden Energy, Inc.), has comprehensive rights of way over the Premises to extract landfill gas from the Coastal Landfill and collect this gas and transport it to its energy facility as described in said lease; (ii) these rights, include, but are not limited to, the right to construct, repair, replace, relocate, and maintain gas extraction wells, collection piping, collection traps, valves, monitoring equipment, blowers, pumps and other improvements related to the development of the gas rights in the Coastal Landfill; and (iii) the Lessee under said Gas Lease also has the right to place and maintain on the Coastal Landfill Parcel tanks, roads, pipelines, power lines and other improvements necessary to the Lessee's operations subject to limitations set forth in the Gas Lease. City acknowledges and agrees that its right to use and occupy the property under this Lease Agreement are subject to the rights of the Lessee and VRSD under said Gas Lease and that VRSD and/or the Lessee shall reserve ownership and possession of these gas collection improvements. VRSD agrees that it will be primary liaison with the Lessee regarding the coordination of Specified Recreational Uses with the Lessee's operations and the exercise of Lessee's rights under the Gas Lease. VRSD shall use commercially reasonable efforts to obtain the Lessee's reasonable commercial cooperation with Specified Recreational Uses; provided that City releases VRSD from any liability arising from the Lessee's failure to cooperate. City acknowledges, however, that notwithstanding anything contained in this Lease Agreement, VRSD makes no representation that the Lessee under the Gas Lease has agreed to, authorized or consented to, or will agree to, authorize or consent to, any particular action in respect of the activities contemplated hereunder. City further agrees that in the event the Gas Lease is terminated, VRSD shall be deemed to have succeeded to all of the rights, including rights of way over the surface of the Coastal Landfill Parcel created in the Lessee under said Gas Lease. In the event VRSD succeeds to Lessee's right, VRSD shall cooperate with City's operation of Specified Recreational Uses in a commercially reasonable manner.

City agrees to cooperate with the Lessee, and, subsequently, VRSD in Lessee's and VRSD's exercise of said Gas Lease rights of way. City also agrees to cooperate with Lessee and VRSD with regard to the gas and condensate collection system on the Premises, including any improvements, alteration, repair and/or maintenance of said system that may be undertaken by Lessee and/or VRSD. City shall coordinate its activities on the Premises with VRSD with respect to the activities which may affect rights under the Gas Lease. City agrees that to the extent the Closure Plan, Postclosure Plan or other regulatory documents require changes, because of the development of Specified Recreational Uses on the Premises, to the gas extraction and collection system built and owned by Lessee and/or VRSD pursuant to the Gas Lease, and VRSD and/or Lessee implement such changes, all work relating to such changes shall be at City's sole expense and City shall not initiate construction work on the Coastal Landfill Parcel until all work relating to such changes has been completed. Before commencing such gas system revision work, VRSD shall obtain City's approval of the specifications, budget and any construction contracts relating to such changes to the gas system. City shall pay the entire estimated cost of such work to VRSD before such work commences and upon the completion of the work VRSD shall provide City a complete

accounting of the expense of the work and either refund to City any unexpended portion of the City's initial payment of the estimated cost or collect from City any amount reasonably incurred by VRSD in excess of City's initial payment of the estimated cost. All work shall be completed in a commercially reasonable manner consistent with the requirements of all regulatory agencies. If City does not approve the proposed work and pay the estimated cost, VRSD will be under no obligation to implement the work. In the event that any changes to the gas extraction and collection systems are made hereunder, City shall bear the full expense of making such changes and shall hold harmless, defend and indemnify the Lessee and VRSD from any and all costs, liability, or regulatory enforcement activity related to any such change made to the gas extraction and/or collection system. For example, the amended Closure Plan or other regulatory requirement may require that gas extraction systems be fenced, that collection pipelines be buried and/or that other protective measures be taken with respect to any part of the landfill gas extraction, collection and distribution system. The total cost to VRSD of completing all of the work of designing, constructing, burying (including the importation of soil to bury the collection pipes) and maintaining changes to such systems necessitated by Specified Recreational Uses that may be carried out during the term of this Lease Agreement shall be borne by City and City shall promptly pay or reimburse VRSD for all VRSD expenses, including expenses associated with utilization of VRSD staff, VRSD consultants and/or the Lessee relating to such work. Any soil imported as part of this construction work shall meet City's specifications. City may require VRSD to use soil procured by City for this work in order to reduce construction costs.

b. **Flare Station.** City acknowledges the existence of a landfill gas flare station located on the northern portion of the Coastal Landfill Parcel as illustrated on Exhibit A. Notwithstanding any other provision of this Lease, City agrees that all of the area located within the fencing surrounding said flare station shall not be used by City or City's contractors and City shall design and operate any Specified Recreational Uses in the vicinity of the flare so as to discourage any recreational activity within 100 feet of the fence surrounding the flare. VRSD shall be responsible for maintaining all landscaping inside the fencing surrounding the flare station. City shall provide water to VRSD, out of the City's Entitlement, defined at section 14b below, at the cost of pumping the water from the Coastal Water Well (utility extraction cost and UWCD and GMA pump charges), for such landscaping. VRSD shall be responsible for the maintenance of the flare equipment or gas piping system associated with the flare station. VRSD shall, at its sole expense, continue to operate the flare and the associated facilities in compliance with all regulatory requirements including the requirements of CIWMB, LEA, and APCD.

c. **Condensate Collection.** City acknowledges the existence of condensate collection tanks on the Premises which store landfill condensate from the gas and condensate collection system for the Coastal Landfill. VRSD shall have access to repair, maintain and service said tanks.

d. **Gas Royalties.** This Lease Agreement does not modify, in any fashion, the Gas Lease and VRSD shall continue to be entitled to receive all royalties paid by the Lessee under said Gas Lease.

11. LANDFILL GAS AND GROUNDWATER

a. Groundwater. City acknowledges that RWQCB has adopted WDR's and groundwater monitoring requirements for the closed Bailard Landfill, Coastal Landfill, and Santa Clara Landfill. City acknowledges that prior to the development of Specified Recreational Uses, revisions are likely to be made to the Bailard Landfill, Coastal Landfill and Santa Clara Landfill WDR's and groundwater monitoring requirements as a result of RWQCB's review of the proposed Specified Recreational Uses on the Coastal Landfill Parcel. To the extent RWQCB requires revisions to the monitoring requirements as a result of the proposed Specified Recreational Uses, and such changes increase the expense which VRSD incurs in its postclosure maintenance of the subsurface of the Bailard Landfill Parcel or the Santa Clara Landfill or the Coastal Landfill Parcel, City shall reimburse VRSD for the full amount of any such increase. For example, if RWQCB, determines, as a result of the proposed golf course development, that VRSD is required to drill additional monitoring wells or test additional constituents or increase the monitoring frequency or standards, City shall reimburse VRSD for the actual expense to VRSD of all VRSD staff time, consultant time, laboratory expense and other costs associated with compliance with such revisions as these expenses are incurred, throughout the term of this Lease Agreement, payable thirty (30) days after VRSD's delivery of invoices to City. VRSD shall also retain the right of access to and possession of all monitoring well sites approved by RWQCB on the Premises, including any located on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel.

City also acknowledges that RWQCB may impose irrigation restrictions, cover system improvements or other conditions upon the development of Specified Recreational Uses in order to protect groundwater in the vicinity of the Premises. City agrees to comply with all restrictions and conditions on the development and operation of Specified Recreational Uses imposed by RWQCB as well as CIWMB, LEA, APCD or any other regulatory agency at City's sole expense and City further agrees to hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violation of any groundwater regulatory requirements by City or City's contractors or arising from the Specified Recreational Uses on the Premises.

City further acknowledges that as a result of the proposed Specified Recreational Uses on the Coastal Landfill Parcel, environmental impacts may occur in the future which may lead to the requirement for remediation of surface or subsurface conditions impacted or caused by the construction, operation and/or maintenance of Specified Recreational Uses on top of a closed landfill. City shall hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any and all expense, liability, regulatory action or remediation costs associated with or caused by the development of Specified Recreational Uses on the Coastal Landfill Parcel.

b. Subsurface Gas. City acknowledges that the decomposing waste buried in the Coastal Landfill creates landfill gas, including methane gas. City acknowledges that some

constituents of the landfill gas may be hazardous and toxic. City further acknowledges that methane gas is combustible. City further acknowledges that the landfill gas can travel laterally subsurface. Throughout the term of this lease, VRSD shall remain responsible for and bear the full expense of monitoring subsurface migration of landfill gas from the Coastal Landfill Parcel. VRSD shall continue to maintain and monitor monitoring wells as required by CIWMB and the LEA. VRSD shall control the migration of landfill gas. As gas generation declines, VRSD shall be obligated to and have the right of access to the Premises in order to construct further gas wells and related collection piping and facilities in accordance with regulatory requirements. VRSD and City shall meet and cooperate in developing plans for such construction with the intent to avoid, to the extent consistent with regulatory and gas system operational requirements, unreasonable interference with Specified Recreational Uses.

City acknowledges that a subsurface gas migration barrier slurry wall has been constructed along the southern boundary of the Santa Clara Landfill and the eastern boundary of the Coastal Landfill. City shall not undertake or authorize any construction activity which damages the structural integrity or operational functionality of the slurry wall located on the Coastal Landfill Parcel.

City also agrees that City and City contractors, including the operator of any Specified Recreational Use on the Coastal Landfill Parcel, shall not undertake any activity, including excessive irrigation, as determined in writing by CIWMB, RWQCB, LEA or County of Ventura, which causes an increase in the expense to VRSD of its postclosure subsurface maintenance obligations, and City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any such activity by City or City's contractor.

c. **Surface Emissions.** City acknowledges that landfill gas can escape from the closed landfill through cracks in the surface of the cover lying over the buried waste. City acknowledges that by leasing the Premises, City has assumed responsibility for maintaining the surface of the closed landfill so that all cracks are filled and no leaks of gas are permitted through the surface in excess of the amount of gas allowed pursuant to APCD's Rules 74.17, and 74.17.1 and such other laws, regulations, rules or regulatory orders which exist now or may be adopted in the future. VRSD shall, at VRSD's expense, conduct Coastal Landfill surface emission monitoring and reporting to APCD under APCD Rules 74.17 and 74.17.1 and successor regulations. City acknowledges that these rules may require periodic sweeps on 100 foot or smaller grids laid over the Coastal Landfill Parcel. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violations of any such law, regulation, rule or regulatory order relating to City's maintenance of the surface of the Premises, except to the extent of liability caused by VRSD's negligence. City and VRSD agree that each shall carry out its responsibilities under this Section 11 without impairing any rights of Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas

extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

12. EASEMENT FOR SETBACK AND IMPACT DISCLOSURE.

a. **Adjacent Private Property.** Except as provided in subsection 12.a.1 below, City, in regulating the development of the Northwest Golf Community Specific Plan area, shall require the owners of the property lying to the south of the Coastal Landfill Parcel to execute and record an easement or other agreement providing for a 300 foot setback, measured from the property line of the Coastal Landfill Parcel, prohibiting any construction of any enclosed structure within the 300 foot setback. Drainage facilities are not considered to be enclosed structures. The City shall also require the developers of the property to disclose in writing to prospective buyers of the property that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Bailard Landfill Parcel and/or Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne or otherwise transmitted.

1. **Historical Building Parcel.** Subject to the conditions stated in this subsection, City may allow construction of an enclosed structure on the Historical Building Parcel described in the Specific Plan; provided the City has made a written determination that the use of such structure shall not expose the users thereof to unacceptable risks of injury or property damage caused by landfill gas migrating from the Coastal Landfill Parcel. City, in regulating the development of the Historical Building Parcel, shall not allow the construction of buildings or other enclosed structures or improvements of any kind, except drainage or water detention facilities, within 150 feet of the Coastal Landfill Parcel. City shall not permit the construction of any residential building on the Historical Building Parcel. City shall not permit any structure on any portion of the Historical Building Parcel to be used for residential use. City shall implement and enforce building requirements for all improvements constructed on the Historical Building Parcel in order to protect any occupants or users of such structures from being exposed to any hazard associated with the migration of landfill gas from the Coastal Landfill Parcel. City shall not permit any construction on the Historical Building Parcel until the owners of that Parcel have executed and recorded (1) an Access Easement from Vineyard Avenue to the Coastal Landfill Parcel in a form acceptable to VRSD, (2) a Declaration and Establishment of Covenants, Conditions and Restrictions in a form acceptable to VRSD, and (3) any subordination documents necessary to remove any cloud on the priority of the rights conferred by the easement and the declaration. City shall quitclaim all of its interest in the property covered by this access easement except for a nonexclusive right of way for ingress and egress to the Patterson Drain.

b. **Adjacent City Property.** City, in managing the use of City owned property in the Northwest Golf Course Community Specific Plan area, shall not construct or permit construction of enclosed structures within 300 feet of the Coastal Landfill Parcel, except for Specified Recreational

Uses related restrooms, snack shops with open air seating, and/or unenclosed shelters, and a Specified Recreational Use maintenance facility, and drainage facilities, provided all such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas. City further acknowledges that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the City's property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne, or otherwise transmitted (collectively called "Environmental Impacts to City's Property"). City expressly assumes and accepts all risk of such Environmental Impacts to City's Property. City, for itself and on behalf of its transferees, assigns and successors in interest, hereby agrees to waive, release and forever discharge VRSD from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, cost or expense, including attorneys' fees and consultant fees, of any kind or nature whatsoever, whether for property damage, personal injury, death, or otherwise, past, present, or future arising from the Environmental Impacts to the City's Property, subject only to the limitation, to be narrowly interpreted to avoid diminution of the broad release intended here, that VRSD shall not conduct Landfill postclosure maintenance activities after the date of this Lease Agreement in a grossly negligent manner.

13. FLOOD CONTROL.

a. Patterson Drain. City holds an easement to the Patterson Drain as illustrated on Exhibit A. City shall be solely responsible for the maintenance of this drain, including the maintenance of any landscaping lying within the drainage easement. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to City's operation and/or maintenance of the Patterson Drain.

b. Victoria Avenue Drain and Flood Control Flap Gate. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to or arising out of the City's use, operation or maintenance of any Specific Plan area drainage features existing now or constructed in the future, including the Victoria Avenue drain, the Ventura County Flood Control flap gate, except to the extent caused by VRSD's acts, omissions or negligence.

c. VRSD Not Liable for Flood. VRSD shall not be liable for any injury, damage, or loss suffered, sustained or claimed by City or the employees of City or any other persons injured on the Premises, arising from or related to flood, seepage, other waters upon the Premises, drainage or lack of drainage, irrigation or lack of irrigation, or any causes beyond the control of VRSD unless such liability arises from VRSD's acts, omissions or negligence.

14. WATER

a. **Water Rights.** VRSD and City agree that any and all water rights or water entitlements appurtenant to the Coastal Buffer, Coastal Landfill, Bailard Buffer and Bailard Landfill Parcels (collectively "VRSD Parcels") shall remain the property of VRSD, and shall be deemed to benefit and run with VRSD's ownership of the VRSD Parcels. VRSD and City agree that any and all water rights or water entitlements appurtenant to the real property addressed by the Specific Plan, excluding the VRSD Parcels, but including the entire GMA allocation attributable to the Swift Well (Swift Allocation; State Well No. 2N/22W-29M1), shall be the property of the City upon transfer to the City of all real property necessary to implement the Specific Plan. Water rights or water entitlements addressed by this section include riparian, overlying or prescriptive water rights, and any and all allocation or entitlement granted under or pursuant to ordinances of the Fox Canyon Groundwater Management Agency ("GMA") or any government agency with authority to regulate groundwater use on the VRSD Parcels and the real property associated with the Specific Plan. VRSD shall allow City, and City shall allow VRSD, the right to use a portion of the water produced in accordance with the water rights and water entitlements under the terms and conditions described in this section; provided, however, that all such rights granted to City by VRSD under this Lease Agreement shall be subject to the rights of Lessee under the Gas Lease, including Section 9 thereof.

b. **VRSD Landfills GMA Allocation.** With respect to the Coastal Landfill and Bailard Landfill Parcels, GMA has authorized and issued to VRSD, through VRSD state well numbers 2N/22W-29D4, 29D5, 30C5, 30C6, 30K1 and 30L2, a total of 260.4 acre feet of baseline allocation ("VRSD Landfills Baseline Allocation"), 39,514 feet of historical allocation ("VRSD Landfills Historical Allocation"), and any credits accruing on the VRSD Landfills Historical Allocation (the VRSD Landfills Baseline Allocation and the VRSD Landfills Historical Allocation are collectively referred to as the "VRSD Landfills Allocation"). Effective upon City's assumption of surface maintenance responsibilities for the Coastal Landfill Parcel under Section 9(b) above, and continuing so long as City continues to be responsible for and provides the required surface maintenance for the Coastal Landfill Parcel City and VRSD agree that, subject to GMA or other regulatory requirements, water produced in accordance with the VRSD Landfills Allocation shall only be used as follows:

(i) City shall have the exclusive right to use, for the sole purpose of constructing and irrigating Specified Recreational Uses developed on the Coastal Landfill Parcel pursuant to the Specific Plan, 93 acre feet per year of VRSD Landfills Baseline Allocation and 17 acre feet per year of VRSD Landfills Historical Allocation ("City's Entitlement").

(ii) VRSD shall have the exclusive right to use 167.4 acre feet per year of VRSD Landfills Baseline Allocation, the acre feet per year of VRSD Landfills Historical Allocation remaining, if any, after City's use of City's Entitlement, and any GMA credits accruing on the VRSD Landfills Historical Allocation, for any use on the Bailard Landfill Parcel, and to meet regulatory offset requirements relating to VRSD's operations at its Toland Road Landfill ("VRSD Entitlement").

(iii) On or before October 1 of each year, VRSD shall provide written notice to the City of the amount (in acre feet), to be determined in VRSD's sole discretion, subject to GMA or other regulatory requirements, of the VRSD Entitlement that VRSD, subject to the mutual agreement of City and VRSD as to the price of water as described below, will provide to the City for the City's exclusive use in the calendar year during which the written notice is provided ("VRSD Designation"). City shall respond with a written notice of how much of the VRSD Designation City agrees to use ("City Notice"). City shall have the exclusive right to use the entire amount stated in the City Notice only for the calendar year for which the VRSD Designation applies, subject to the payment by City to VRSD of VRSD Water Fees as defined below. As used herein, "VRSD Water Fees" shall mean an amount calculated by multiplying the number of acre feet of water used by City times the price of water set annually by the mutual agreement of VRSD and City as to the price of water for each year. If there is no mutual agreement, VRSD shall not be obligated to provide a VRSD Designation. City shall make payment in full to VRSD for the amount of water designated in the City Notice within thirty (30) days of the date City and VRSD agree upon a price for the use of the water.

c. **Other Water Rights Appurtenant to Premises.** For so long as City assumes surface maintenance responsibilities for the Coastal Landfill Parcel, VRSD grants to City the right to exercise any and all riparian rights associated with the Premises.

d. **Water Supply to Premises.** City may provide water to the Premises through any facilities needed and necessary, including VRSD state well number 29D5 (Coastal Water Well), subject to the conditions and limitations in this Lease Agreement. In light of the duration of this Lease Agreement, City shall be responsible for, and bear the full expense of the operation and maintenance of the Coastal Water Well as though City were the owner of the well. City, in its sole discretion, and at its sole expense, may repair or abandon the Coastal Water Well. If City abandons the Coastal Water Well, VRSD and City shall cooperate in selecting the most effective location and arrangement of the replacement to the Coastal Water Well and associated piping. If VRSD and City cannot agree on such location and arrangement, then, subject to GMA regulation, City shall make those decisions in a manner that VRSD incurs no greater cost than would be the case if the location and arrangement proposed by VRSD were selected. Provided however, should this Lease Agreement terminate, City shall, at its sole expense, provide a replacement well equivalent to the Coastal Water Well on the Coastal Landfill Parcel.

e. **Water Supply to Ballard Buffer Parcel.** VRSD has historically relied on the water well located on the land owned by Raymond E. Swift, successor trustee, known as the Swift Well (State Well No. 29M1), to supply water to the Ballard Buffer Parcel and the Coastal Buffer Parcel. The Swift Well will be abandoned during construction of the development provided in the Specific Plan. City agrees that before the Swift Well is abandoned VRSD shall drill a new well on the Ballard Buffer Parcel to serve the Ballard Buffer Parcel, with capacity to serve the Coastal Buffer Parcel if this Lease Agreement is ever terminated. City shall reimburse VRSD for seventy-five percent (75%) of the capital costs of drilling and equipping a new well on the Ballard Buffer Parcel, provided that in no event shall City be obligated to pay VRSD more than seventy-five thousand

dollars (\$75,000) for such new well capital costs. City shall pay such costs within thirty (30) days of City's receipt of well cost invoices from VRSD. VRSD shall be solely responsible for compliance with any statutes, ordinances, rules or regulations applicable to the construction and operation of the new Bailard Buffer Parcel Well. VRSD shall be responsible for applying to GMA for permission to use an efficiency extraction to serve the Bailard Buffer Parcel. VRSD shall be solely responsible for the operation, maintenance, repair or replacement costs for the new Bailard Buffer Parcel well constructed pursuant to this paragraph.

Effective upon the GMA's approval of the assignment to the City of the Swift Allocation, and continuing through the term of this Lease Agreement, City shall make available for use by VRSD or its lessee, at the option of VRSD in its sole discretion and subject to approval by GMA if such approval is required, up to but no more than 110 acre feet per year of the Swift Allocation (VRSD Swift Entitlement) for use on the Bailard Buffer Parcel. Use by VRSD of the VRSD Swift Entitlement is contingent upon the GMA's approval of the assignment to the City of the Swift Allocation, and limited to that assigned amount recognized and approved by the GMA as corresponding to the historical irrigation of the Bailard Buffer Parcel using the Swift Allocation. Use by VRSD of the VRSD Swift Entitlement, if any is approved by the GMA, shall terminate, and all rights to the VRSD Swift Entitlement shall revert to the City, when the Bailard Buffer Parcel ceases to be used for commercial agricultural production at approximately the same level of production as exists at the time of execution of this Lease Agreement. Except as provided in this subparagraph 14(e), the City shall have no responsibility to provide water service, or any water rights or entitlement to VRSD for use on the Bailard Buffer Parcel.

f. Reporting and Payment of GMA and UWCD Pump Charges. City and VRSD shall coordinate, as frequently as necessary, their groundwater extraction reporting to the GMA and United Water Conservation District (UWCD) associated with the VRSD Landfills Allocation and, if applicable, VRSD Swift Allocation so that appropriate payment to the GMA and UWCD can be made timely for all groundwater extractions made hereunder by City, VRSD and VRSD's lessee. City shall be solely responsible for regional pump charges (i.e. UWCD and GMA pump charges, and any other pump charges that may be imposed by a court or water management agency other than City) associated with City's use of the City Entitlement and that amount of water designated in the City Notice. VRSD shall be solely responsible for regional pump charges associated with its or its lessee's use of the VRSD Entitlement. City and VRSD acknowledge and agree that the GMA imposes a penalty on water use above that made available through its allocations and that each entity is solely responsible for its individual penalties or surcharges associated with its or its lessee's respective overuse of groundwater.

g. Water Availability. City and VRSD acknowledge that neither City nor VRSD has made any representations, warranties or guarantees with respect to the availability, quantity or quality of any water supplies or sources which may be required by City for the operation of a golf course on the Premises. City acknowledges and agrees that City shall be solely responsible and liable for the acquisition of all water which may be required by City, as well as any and all water necessary for the conduct of its operations on the Premises, at City's sole costs and expense, including, but not limited to, all expenses related to all state or local water fees, charges,

assessments, annexation fees, connection fees, standby fees, levies, and other costs imposed to provide such water. In the event City purchases water from a water supplier or other party, City agrees to pay such water bills directly and to indemnify, defend and hold VRSD, and the Premises, harmless from any and all obligations for the payment of such bills.

h. New Regulations. If the GMA or any other regulatory agency adopts new requirements which reduce the GMA Allocation or otherwise restricts further the right to pump water for the VRSD Parcels, then the City Entitlement and the VRSD Entitlement shall be reduced proportionately based on the ratio between the two entitlements.

15. ASSESSMENTS. Except to the extent of any amount due as a result of VRSD's or the Lessee's use of utilities, City shall pay at its sole cost and expense, and prior to delinquency, all assessments, annexation fees, charges (excluding standard utility charges) and real property taxes levied, imposed or assessed upon the Premises and improvements thereon during the Lease term, including, but not limited to, the amount of all assessments, levies, taxes, imposts and other charges imposed or levied by United Water Conservation District ("UWCD"), Ventura County Groundwater Management Agency ("GMA"), Calleguas Municipal Water District, or any successor, replacement, assignee or substituted entity thereof, for any purpose, including, but not limited to, the provision of water, water facilities or related services and/or any other utility service to the Premises during the term of this Lease. City shall pay, at its sole cost and expense, and prior to any delinquency, all taxes and assessments imposed on any personal property or trade fixtures belonging to City and located on the Premises.

16. UTILITIES. City, at its sole cost and expense, shall pay for all utilities including, but not limited to, telephones, gas, electricity, water and sewage and rubbish removal used in or on the Premises, before the same become delinquent, and City shall hold VRSD harmless from any liability, cost or expense for such utility charges, except that VRSD shall bear the expense of utility services used by VRSD. the Lessee shall bear the Lessee's own utility service expenses.

17. EXTERNAL ACCESS. VRSD has access to the Premises from Victoria Avenue and Gonzales Road over rights of way over the Northwest Golf Course Community Specific Plan area as illustrated on Exhibit A by the easements recorded in the Official Records of Ventura, California ("Records") document number 94-125434 ("Buffer Access Easement") and records document number 86-043729 ("Coastal Access Easement"). City shall accommodate VRSD's access to the Premises by requiring that any development occurring over the Buffer Access Easement and/or the Coastal Access Easement, preserve or relocate adequate easements and roads for VRSD's right of way to the Premises.

18. INTERNAL ACCESS.

a. Subsurface Maintenance Access. During the term of this Lease Agreement, VRSD shall retain a non-exclusive right of way over the Premises and shall have the right, but not the obligation, to construct, repair, maintain and replace subsurface maintenance facilities and related landfill impact mitigation and remediation installations reasonably necessary to permit VRSD's

fulfillment of its landfill postclosure subsurface maintenance obligations. VRSD shall notify City of the location of and construction schedule for any new well or other subsurface facility prior to construction of such well or facility on either the Coastal Buffer Parcel or Coastal Landfill Parcel. City shall, at its expense, maintain roads which provide VRSD access to all subsurface maintenance facilities, including maintenance of the access roads which are located on the western, northern and eastern perimeter of the Coastal Landfill Parcel in the same condition as they exist as of the date of this Lease Agreement. City shall, at its expense, maintain or relocate other internal access roads on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel, including the southern perimeter road existing on the Coastal Landfill Parcel as of the date of this Lease Agreement, to provide structurally reinforced all weather access, including cart paths, for VRSD staff and contractors to all subsurface maintenance facilities. All vegetation and golf course landscaping and other improvements shall be kept mowed, trimmed and/or maintained in a fashion that allows VRSD clear, unobstructed access to all such subsurface maintenance facilities and that provides adequate protection against fire hazard. City and VRSD agree that each shall carry out its responsibilities under this Section 18 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

b. **Interference with Recreational Activities.** VRSD shall, to the extent reasonably and commercially practicable, avoid and minimize interference with Specified Recreational Uses. However, it is acknowledged that Specified Recreational Uses related activity may have to be temporarily diverted or stopped to allow VRSD to comply with postclosure regulatory requirements for monitoring and/or maintenance. VRSD shall not, under any circumstances, be responsible for consequential damages related to City's inability to provide recreational uses on the Premises, including any loss of golf course playing time. VRSD shall notify City of VRSD's maintenance schedule and reasonably coordinate its activities with the City's golf course operations. VRSD shall indemnify, defend and hold City harmless for any golf play caused damages or injuries sustained by VRSD employees who are on the Premises while golf is being played.

19. **TITLE.** City acknowledges review, approval and acceptance of the state of the title to the Premises as recorded in the Recorded Official Records of the County of Ventura. City shall not, at any time during the Lease term, encumber City's leasehold interest or VRSD's fee title by deed of trust, mortgage, lien or any other similar security instrument. City hereby agrees to indemnify and hold VRSD and the Premises free and harmless from all liability for any and all liens, mortgages, deeds of trust, claims and demands, including reasonable attorneys' fees, and all costs and expenses in connection therewith.

20. **REPAIRS AND RESTORATION.** City shall assume full responsibility for the maintenance and repair of the Premises except for any facilities owned or operated by the Lessee under the Gas Lease and, further, except for facilities maintained by VRSD in the discharge by VRSD of VRSD's subsurface maintenance of the closed Coastal Landfill, which facilities shall be interpreted to mean all gas migration monitoring and collection wells and piping, all equipment relating to the gas flare

station, all groundwater monitoring wells, all condensate collection tanks, all aerial survey plates (hereinafter "VRSD maintenance facilities"). Except for the VRSD maintenance facilities, City shall keep in good order, condition and repair the Premises and every part thereof, structural and non-structural, (whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to City, and whether or not the need for such repairs occurs as a result of City's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation the generalization of the foregoing, all landscaping, driveways, roads, irrigation systems, parking lots, drainage improvements, fences, signs and all other improvements located on the Premises. Except as expressly stated herein to the contrary, it is intended by the parties hereto that VRSD has no obligation, in any manner whatsoever, to repair, maintain, replace, improve or otherwise perform any work whatsoever on the Premises. City expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford City the right to make repairs at VRSD's expense or to terminate this Lease Agreement because of VRSD's failure to keep the Premises in good order, condition and repair.

City, at City's cost and expense shall make all alterations, additions, or repairs to the Premises or the improvements or facilities on the Premises required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity and arising from development or use of the Premises as a golf course. Further, City shall observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises or the improvements or facilities on the Premises by any federal, state, county, local or other governmental agency or entity. City and VRSD agree that City shall carry out its responsibilities under this Section 20 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

21. INDEMNITY AND INSURANCE.

a. **Indemnity.** VRSD shall not be liable for any loss, damage or injury of any kind or character ("liability") to any person or property arising from City's use of the Premises, or any part thereof, or caused by any defect in any improvement constructed by or for City thereon or in any equipment or other facility therein constructed or furnished by or for City, or caused by or arising from any act or omission of City or of any of its agents, employees, licensees, or invitees, or by or from any accident on the Premises, or any fire or other casualty thereon, or occasioned by the failure of City to maintain the premises in safe condition; and City hereby waives on its behalf all claims and demands against VRSD for any such loss, damage or injury to City, and hereby agrees to indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and hold VRSD entirely free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising therefrom except to the extent such liability is caused by VRSD's acts, omissions or negligence.

b. **Insurance.** City shall, at its sole cost and expense and at all times during the term of this Lease, maintain in force and effect risk management practices for the benefit of VRSD and City. City's risk management practices include a self-insured retention and excess insurance coverage for general liability. On the date of execution of this Lease Agreement the City is self-insured for comprehensive general liability to a limit of \$1,000,000 and has excess insurance coverage of \$24,000,000 to a limit of \$25,000,000. VRSD finds such practices and City's self-insured retention and excess insurance coverage to be satisfactory. City retains sole discretion to change its risk management practices during the term of this Lease Agreement, provided that such practices provide VRSD with protection from loss which is substantially equivalent to the protection afforded by City's risk management practices in effect on the date of this Lease Agreement. Throughout the term of this Lease Agreement VRSD shall be named as an additional insured under City's excess insurance coverage.

22. **ASSIGNMENT AND SUBLETTING.** As a material component of the consideration for this Lease Agreement, City agrees that City shall not assign or sublease the Premises without VRSD's consent, which can be arbitrarily withheld for any reason whatsoever; and VRSD agrees that VRSD shall not assign its rights or duties under this Lease Agreement without City's consent, which can be arbitrarily withheld for any reason whatsoever. Any net rent paid to City by any assignee or sublessee not consented to by VRSD shall be paid by City to VRSD.

23. **DEFAULT.**

a. **Default by City.** Each of the following events shall be deemed to be an event of default hereunder:

- (i) If City shall fail, neglect or refuse to pay any monies due hereunder or under the Agreement for Waste Disposal and/or Water and Wastewater Service Agreement, at the time and in the amount as therein provided, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or
- (ii) If City shall fail to commence and thereafter to continuously conduct its operations on the Premises within the times and in the manner herein provided; or fail to use, maintain and operate the Premises as herein required or abandon the property, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or
- (iii) If City shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such default, if of a nature which can be cured, continues for more than fifteen (15) days after notice thereof in writing given to City by VRSD (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer

period of time to cure than thirty (30) days, City shall be deemed to have complied with such notice if City has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given; or

- (iv) If any voluntary petition in bankruptcy or similar debtor's pleading under any section or sections of any bankruptcy act shall be filed by City, or if any voluntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or to effect upon City a plan of liquidation, composition or reorganization, or if any involuntary proceeding of the aforesaid nature be filed and City consents thereto or agrees therein by pleading or default, or if City makes any assignment of its property for the benefit of creditors, or the Premises are taken under a levy of execution or attachment in an action against City, or if a trustee or receiver is appointed over any substantial portion of City's assets or City's operations on the Premises, then neither this Lease nor any interest of City in or to the Premises shall become an asset in any such proceeding, and if any of the aforesaid occurrences is not dismissed or discharged within fifteen (15) days after VRSD's demand, or thirty (30) days after such occurrence, whichever date first occurs.

b. **Default by VRSD.** If VRSD shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by VRSD, and such default, if of a nature which can be cured, continues for more than thirty (30) days after notice thereof in writing given to VRSD by City (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer period of time to cure than thirty (30) days, VRSD shall be deemed to have complied with such notice if VRSD has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given.

c. **VRSD Remedies.** Upon an event of City's default hereunder, VRSD shall have the right at any time thereafter to terminate this Lease forthwith and reenter the Premises and take possession thereof and remove all persons therefrom, whereupon City shall have no further claim thereto but shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and VRSD shall have the further right to exercise any other right now or hereafter afforded by law.

d. **City Remedies.** Upon an event of VRSD's default hereunder, City shall have the right at any time thereafter to terminate this Lease forthwith, but City shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and City shall have the further right to exercise any other right now or hereafter afforded by law.

Alternative Dispute Resolution: Remedies

(1) The parties agree to cooperate to implement this Lease Agreement. In the event of any dispute hereunder, the parties shall meet within five days of a written notice from either party requesting mutual dispute resolution. The complaining party shall send such notice prior to initiating arbitration or other available dispute resolution.

(2) Agreement to Arbitrate: Limited Issues The parties hereto for themselves and for their successors and assigns agree to submit disputes concerning the interpretation or enforcement of covenants and covenants under Sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement to final and binding arbitration in Ventura County, California. Such arbitration shall comply with and be governed by the provisions of the California Arbitration Act contained in Code of Civil Procedure §§ 1281, et seq., including any subsequent amendments hereto and shall not include the right of discovery. The following matters are excluded from arbitration hereunder:

(a) Any action or proceeding concerning the interpretation or enforcement of rights and duties under Sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement; or

(b) Any claim seeking more than \$25,000 in damages or recovery (including 2% per year during the term of this Lease); or

(c) Any action seeking equitable relief other than declaratory relief as to the meaning of a provision of Sections 8, 9, 10, 11, 14, 16, 17 or 20, provided that any declaratory relief sought shall not serve as a precedent controlling a claim seeking more than \$25,000 in damages or recovery (including 2% per year during the term of this Lease).

The prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in such arbitration. Where fees and costs shall not be added to the computation of the monetary jurisdiction herein specified above. The filing of a judicial action to enable the recording of a notice of pending action, for order of appointment, receivership, injunction or other provisional remedy shall not constitute a waiver of the right to arbitrate under this provision. With respect to all other matters excluded from arbitration hereunder, the parties may seek all available remedies in the court of competent jurisdiction in the County of Ventura, California.

(3) Appointment of Arbitrator If the parties are unable to agree on a single person to arbitrate such dispute within 15 days after a written demand for arbitration has been served by the complaining party upon the other party, then the selection of an arbitrator shall be made pursuant to the California Code of Civil Procedure §§1281, et seq., including any subsequent amendments hereto. The parties shall advance arbitrator's fees, as incurred, proportioned between them as the arbitrator shall determine, but the cost of arbitration shall ultimately be borne entirely by the losing party or in such other manner as the arbitrator shall decide.

(4) Waiver of Arbitration The provisions of this paragraph are an express limitation upon the jurisdiction of the arbitrator, the violation of which constitutes an act by the

arbitrator in excess of his/her power and a basis for vacating the award pursuant to *California Code of Civil Procedure* §1286.2(d). The arbitrator shall follow substantive California law applicable to the issues which are the subject of the arbitration. The arbitrator shall prepare and serve written findings of fact and conclusions which adequately set forth the basis of his decision. Should any party, after proper notice, fail or refuse to participate in the arbitration, or any part thereof, the arbitrator will have the full power to proceed, to take evidence from those parties appearing and participating, and to perform any other acts necessary to arbitrate the matter. The arbitrator shall have no power to make an award or impose a remedy that is not available to a court of general jurisdiction sitting in the County of Ventura or was not requested by a party. In no event shall the arbitrator have the authority to award punitive or exemplary damages or to issue any award relating to matters excluded from arbitration by subsection e.(2) above. The award of the arbitrator shall be enforceable according to the applicable provisions of the *California Code of Civil Procedure*. Judgment upon the award rendered by the arbitrator may be entered in any court having the requisite jurisdiction.

5. **Expedience:** If the arbitrator does not render and serve upon both parties a final award with written findings of fact and conclusion within 60 days of completion of the submission of evidence, the arbitration and the obligation to arbitrate the dispute may, at either party's election, be canceled, by written notice to the other party, and the parties shall be free to pursue other remedies legally available, and any pertinent claims requirement or statute of limitations shall be deemed to have been tolled for the period the arbitration procedure was ongoing.

24. **TERMINATION**

a. **Termination.** In addition to any event of termination arising from a party's exercise of its rights and/or remedies under the provisions of Section 23 (Default) above, this Lease Agreement shall terminate immediately, without further notice, in the event any of the following circumstances occur.

- (i) City has not commenced construction of Specified Recreational Uses on the Premises by November 12, 2005; or
- (ii) City abandons or vacates the Premises for ninety (90) days; or
- (iii) City surrenders possession of the Premises, if City provides VRSD with sixty (60) days written notice of surrender.

b. **Return of Property.** Upon expiration or sooner termination of the Lease Agreement term, City shall quit the Premises together with the improvements, alterations, modifications, additions, fixtures, parts and surfaces thereof, clean and free of debris and in good operating order, condition and state of repair, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good and regular

maintenance, repair and safety practice or by City performing all of its obligations under this Lease Agreement.

c. **Maintenance of Premises After Termination.** Upon termination of this Lease Agreement, VRSD shall be solely responsible for all liability and expense of the maintenance of the Premises, provided that with respect to termination of the lease of the Coastal Landfill Parcel, VRSD shall comply with all Coastal Landfill Postclosure Maintenance obligations, except for any liability arising from City's negligence, and further provided that, except in the case of termination due to VRSD's default, City shall pay VRSD for all costs, expenses and liabilities incurred by VRSD from the date of termination through December 21, 2025, as a result of any new postclosure maintenance requirement imposed because of development or use of the Premises for Specified Recreational Uses prior to termination, including, but not limited to, additional monitoring of groundwater and/or gas, imposed upon VRSD as a result of the revised Postclosure Plans and/or other regulatory documents relating to the Specified Recreational Uses. In the event of termination arising out of City's decision to not proceed with development of Specified Recreational Uses, City and VRSD, shall cooperate to seek revision of any new postclosure maintenance requirements imposed because of the anticipated development and use of the Premises for Specified Recreational Uses.

25. **HAZARDOUS MATERIALS.** City shall not spray, spread, irrigate, inject, deposit, dispose or otherwise apply under, on or upon the Premises any fertilizer, chemicals, waste products, or other substances which are toxic, hazardous or otherwise inappropriate or illegal for application upon agricultural or horticultural real property, except as reasonably necessary for City to conduct golf course activities on the Premises in accordance with applicable laws, rules, regulations, permit conditions and any manufacturer or supplier guidelines. City shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance or related injurious materials, whether injurious by themselves or in combination with other materials. If City breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by City results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which City is legally liable to VRSD for damage resulting therefrom, then City shall indemnify, defend and hold VRSD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space of any amenity of the Premises, damages arising from any adverse impact on developing or marketing the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of the Lease Agreement as a result of such contamination.

26. **SERVICE AGREEMENTS.**

a. **Agreement for Waste Disposal.** City performance of all City obligations under the Agreement for Waste Disposal is an express, material obligation of its performance under this Lease Agreement.

b. **Water and Wastewater Services Agreement.** City performance of all City obligations under the Water and Wastewater Services Agreement is an express, material obligation of its performance under this Lease Agreement.

c. **Additional Waste Disposal Service Agreement.**

(1) If, at any time during the term of the Agreement for Waste Disposal, City or City's designee for solid waste hauling or processing does not have in effect one or more contracts for solid waste disposal at a landfill for some or all of the tons of solid waste generated in City, other than the Agreement for Waste Disposal, VRSD may offer City a proposal for a contract for solid waste disposal at the Toland Landfill for all or part of such tons that are not subject to another contract.

(2) A contract will be deemed to be in effect if: (i) the contract was in effect on the effective date of this Lease Agreement and has not expired or been terminated, either because the original term of the contract is in effect or because the contract is renewed or extended before expiration or termination; or (ii) City entered into the contract after the effective date of this Lease Agreement after giving VRSD an opportunity to offer a proposal, and VRSD did not offer a proposal or VRSD's proposal was not the lowest total cost alternative; or (iii) City's designee for solid waste hauling or processing entered into a contract before or after the effective date of this Lease Agreement. A contract that is in effect may be amended as the parties thereto agree, including but not limited to amendments that affect the number of tons that are subject to the contract, the compensation paid, or the term of the contract.

(3) If a contract proposal made by VRSD to City provides City with the lowest total cost alternative for solid waste disposal at a landfill, City shall accept the proposal and enter into a contract with VRSD for disposal at the Toland Landfill of the number of tons proposed by VRSD at the price proposed by VRSD. The maximum term of such contract shall be five years with an option given to City to renew for an additional five years. VRSD and City shall negotiate in good faith as to any other provisions of the contract, but nothing in this Lease Agreement requires VRSD or City to agree to any other proposed provision of the contract.

(4) In determining whether VRSD has offered City the lowest total cost alternative for solid waste disposal at the landfill, VRSD and City shall compare the tipping fee offered by VRSD and the total cost to City of transportation and disposal at the Toland Landfill to the tipping fee offered by any other proposed contractor and the total cost to City of transportation and disposal at the proposed contractor's landfill.

(5) If a proposed contractor other than VRSD does not wish to make public the tipping fee or any other monetary incentives offered to City, VRSD and City shall devise a procedure, consistent with any State statutes applicable to VRSD and City, whereby a neutral third party chosen mutually by VRSD and City shall obtain the information from City and the proposed contractor in confidence and determine whether VRSD or the proposed contractor offers City the lowest total cost alternative for solid waste disposal at a landfill.

(6) Nothing in this Lease Agreement requires VRSD to make such a proposal or prohibits City from entering into a contract for solid waste disposal with a contractor other than VRSD if VRSD does not make such a proposal or if VRSD's proposal is not the lowest total cost alternative for solid waste disposal at a landfill.

(7) City's designee for solid waste hauling or processing may enter into contracts without regard to this Lease Agreement.

27. **CONDEMNATION.** If all or part of the Premises and/or any part of the Coastal Buffer Parcel or the Coastal Landfill Parcel shall be taken or condemned for a public or quasi-public use, all compensation awarded upon such condemnation or taking shall go to VRSD, and City shall have no claim thereto, and City hereby irrevocably assigns and transfers to VRSD any right to compensation or damages or bonus value of the Lease Agreement to which City may become entitled during the term hereof by reason of the condemnation of all or a part of the Premises; provided, however, that in any condemnation proceeding in which City is not the condemning agency, any portion of said compensation or damages attributable to golf course improvements on the Premises constructed by City shall be paid to City up to the total actual cost of construction incurred by City.

28. **MISCELLANEOUS**

a. **Notices.** All notices, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which event such notice shall be deemed given on the date of delivery), or (b) by first class United States mail, postage prepaid, registered or certified, return receipt requested (in which event such notice shall be deemed given two (2) days after the date of deposit in the mail), and addressed as follows:

City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

VRSD:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003
Attention: General Manager

b. **Incorporation of Exhibits.** All Exhibits referred to herein are deemed incorporated herein, as if fully set forth herein.

c. **Amendment.** Neither this Agreement, nor any term, covenant, condition or duty contained herein, may be altered, changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the alteration, change, waiver, discharge or termination is sought. Each party acknowledges and agrees that no agent of any party shall have any actual or apparent authority to rely upon or assert any purported, implied or oral amendment or modification hereof. Each party waives the future right to claim, contend or assert that this Agreement was modified, canceled, superseded or changed by an oral agreement, course of conduct, estoppel or any other occurrence.

d. **Entire Agreement.** This Agreement, together with all instruments, exhibits, schedules and other agreements being executed and delivered simultaneously with or pursuant to this Agreement, or which are incorporated herein by reference, shall constitute the entire agreement among the parties to this Agreement pertaining to the subject matter hereof and supersede all prior understandings and negotiations, whether oral or written. The parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. Each party acknowledges that it has expressly bargained for a prohibition of any implied or oral amendments or modifications of any kind, nature or character. Each party acknowledges and agrees that (1) this Agreement is fully integrated and requires no parol evidence to reflect the intentions of the parties, (2) the literal words of this Agreement shall and do govern the transactions described herein, and (3) prior negotiations, drafts and other extraneous communications shall have no significance or evidentiary effect whatsoever.

e. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation of any provision of or the scope or intent of this Agreement.

f. **No Course of Conduct.** At no time shall the prior or subsequent course of conduct by any of the parties hereto directly or indirectly limit, impair or otherwise adversely affect any of the rights or remedies of any party in connection with this Agreement, or detract from or otherwise affect the literal interpretation and effect of this Agreement, since the parties hereto agree that this Agreement shall only be amended by written instruments executed by the parties, as provided herein.

g. **Interpretation.** This Agreement shall be construed to liberally effectuate the rights and remedies of the parties as expressed herein, and neither such principle of interpretation nor the express language of this Agreement shall be impaired or adversely affected by any prior discussion, form or draft of this Agreement. The deletion of any provision from a prior draft of this Agreement shall not, and shall not be deemed to, constitute (and shall not be used as) evidence of any fact or interpretation, since the parties may disagree as to the meaning and effect of such a deletion, as well

as to their respective reasons for agreeing to such a deletion, and no prior draft of this Agreement shall be admissible as evidence of the meaning of this Agreement.

h. **Construction.** When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

i. **Time Is of The Essence.** Time is of the essence in this Agreement, and all deadlines shall be strictly adhered to, unless otherwise provided herein. Any failure or refusal to timely perform any action or duty, no matter how minor or trivial the delay may be, but subject to any applicable grace period, shall be deemed a material breach of this Agreement.

j. **Governing Law.** This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of any of its terms or any rights or obligations of the parties to this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

k. **No Waiver.** The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless it is expressly excluded. Any provision of this Agreement may be waived by the party for whose benefit it is made, but no waiver shall be effective unless it is in writing and signed by the waiving party or an authorized representative of the waiving party.

l. **Representation.** The parties hereby acknowledge that each has been represented by independent counsel in negotiation of this Agreement. VRSD has been represented by Mark A. Zirbel, a member of the firm of Arnold, Mathews, Wojkowski & Zirbel, and City has been represented by Gary L. Gillig, City Attorney. The counsel representing each party was of his or her own choosing and this Agreement has been read by the parties and has been explained to them by their respective counsel as to its meaning and legal consequences. The parties have reviewed this Agreement with their respective counsel and have received from their respective counsel satisfactory answers and explanations regarding all matters contained herein as to which they may have had any questions whatsoever. This Agreement or any provision hereof shall be fairly interpreted and shall not be construed strictly against either party on the basis that either party is the drafter of this Agreement or any specific provision hereof.

m. **Attorneys Fees.** In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witnesses, travel, etc., and a reasonable attorneys fee to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorneys fees on appeal, if any. The court shall determine who is the "prevailing party." If either party is reasonably required to incur such out-of-pocket expenses and attorney's fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys fees whether or not action is filed.

n. **No Partnership.** Nothing contained in this Agreement shall be construed as or be deemed to create any association, partnership or other business organization as between the parties to this Agreement.

o. **Further Assurances.** The parties agree to execute all documents and instruments and to take all action as may be specifically provided for herein, and shall use their best efforts to accomplish the provisions hereof. As to each document to be prepared, signed, delivered, filed and/or recorded as described herein, any such document, instrument or deed may be hereafter modified or amended in an insubstantial and immaterial manner as reasonably approved by legal counsel to the parties hereto and executed by the parties or their successors and assigns on or before the date such documents are recorded. VRSD's General Manager and City's City Manager are hereby authorized to execute all such documents and instruments and other related documents, including escrow instructions, or take other action consistent with this Lease Agreement and the other agreements referred herein in order to carry out the intent of this Lease Agreement. Each party shall diligently and in good faith pursue the performance of this Agreement and the satisfaction of all contingencies subject to their approval.

p. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part thereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

q. **Successors.** Except as otherwise provided herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

r. **No Third Party Benefitted.** Nothing in this Agreement, whether express or implied, shall be intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

s. **Amended and Restated Lease.** This Lease Agreement replaces and completely supercedes the Golf Course Lease and Landfill Postclosure Maintenance Agreement made by VRSD and City November 14, 2000. This Lease Agreement also replaces and completely supercedes the Golf Course Stockpile Site Lease made by VRSD and City July 1, 2001, and said Stockpile Site Lease shall be deemed terminated effective June 30, 2002; provided, that the provisions of Section 24 of said Stockpile Site Lease shall remain in effect. City shall be entitled to maintain the soil stockpile located on the Coastal Buffer Parcel as of June 30, 2002 for use in preparing the Premises for Specified Recreational Uses.

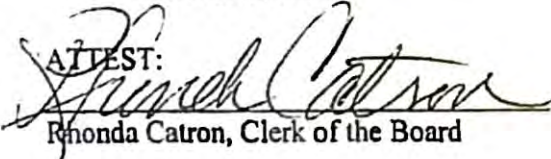
"VRSD"

VENTURA REGIONAL SANITATION
DISTRICT

By: 

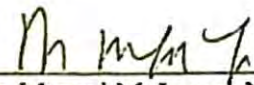
David Bury, Chairman
Board of Directors

ATTEST:


Rhonda Catron, Clerk of the Board

"City"

CITY OF OXNARD

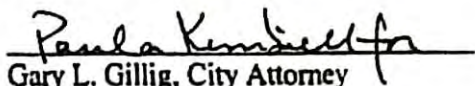
By: 

Dr. Manuel M. Lopez, Mayor

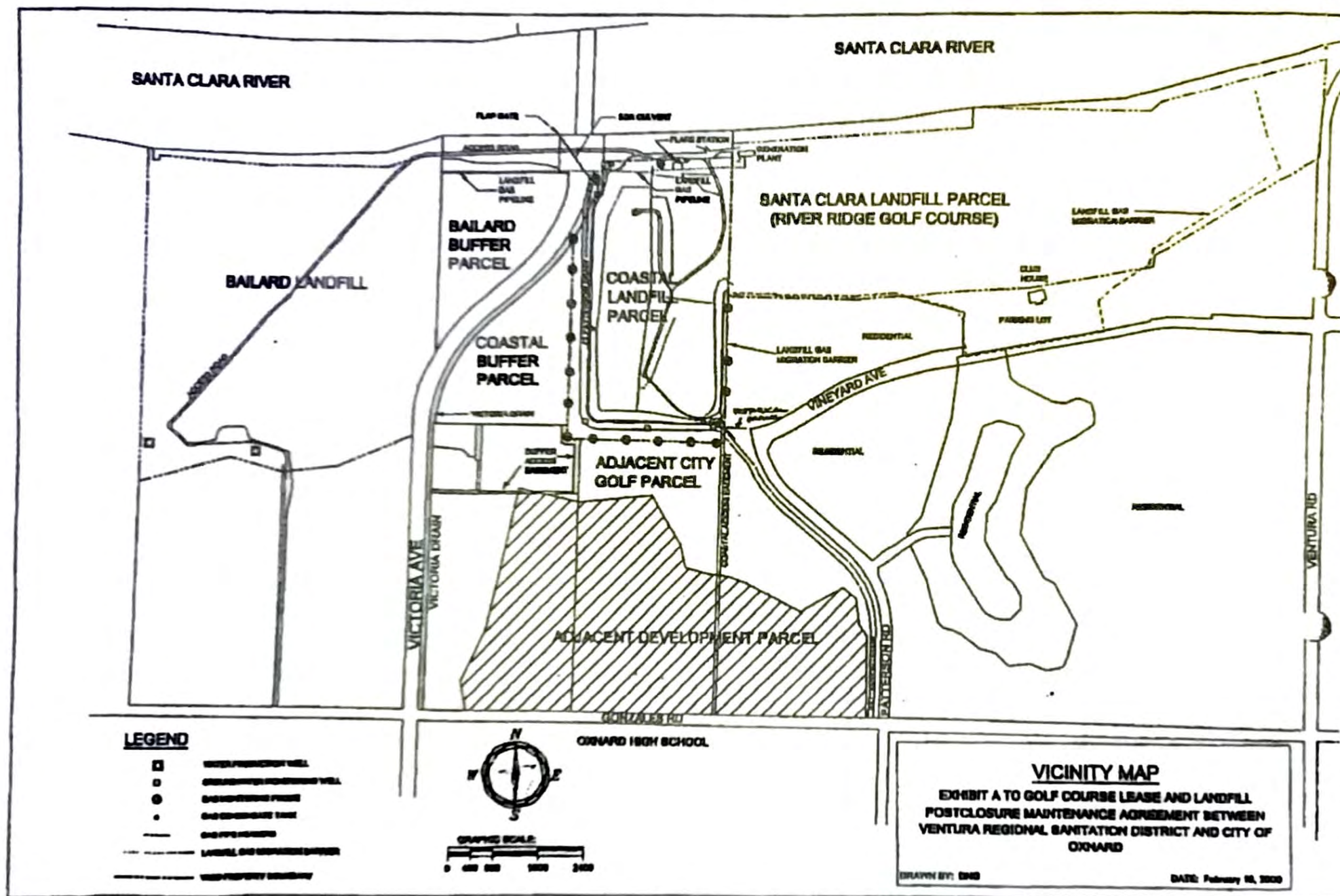
APPROVED AS TO FORM:


Mark A. Zirbel,
Arnold, Mathews, Wojkowski & Zirbel, LLP
General Counsel

APPROVED AS TO FORM:


Gary L. Gillig, City Attorney

VRSD\General\Documents\Oxnard Lease3



**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT B
(BAILARD BUFFER PARCEL)**

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Westerly terminus of the third course of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county; thence along the boundary of said Deed recorded in Book 4445, Page 904, South $1^{\circ} 27' 16''$ West 350.15 feet to the True Point of Beginning; thence continuing along the boundary of Parcel A per said Deed in Book 4445, Page 904 the following 5 courses,

- 1st: North $89^{\circ} 45' 45''$ East 85.54 feet to a point; thence,
- 2nd: South $1^{\circ} 27' 16''$ West 138.48 feet to a point; thence,
- 3rd: Southerly and Southwesterly along a curve concave Northwesterly, having a radius of 1415.58 feet at a central angle of $37^{\circ} 14' 52''$, the radial of which at said point bears North $76^{\circ} 36' 31''$ West, an arc distance of 920.26 feet to a point; thence,
- 4th: South $50^{\circ} 47' 01''$ West 399.53 feet to a point; thence,
- 5th: Southwesterly along a tangent curve concave Southeasterly, having a radius of 1575.00 feet and a central angle of $21^{\circ} 40' 00''$, an arc distance of 599.72 feet to a point in the Westerly line of said Parcel B; thence Northerly along the Westerly line of said Parcel B,
- 6th: North $1^{\circ} 15' 41''$ East 1610.81 feet to the Southwesterly corner of that certain Deed recorded in Book 4437, Page 688 of Official Records in the Office of the County Recorder of said county; thence Easterly along the Southerly line of last said Deed,
- 7th: North $89^{\circ} 45' 45''$ East 1053.58 feet to the True Point of Beginning.

GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT C (COASTAL BUFFER PARCEL)

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Northwest corner of Parcel B, as shown on that certain map filed in Book 30, Pages 22 and 23 of Parcel Maps, in the Office of the County Recorder of said county; thence Easterly along the Northerly line of Parcel B of said Parcel Map, south $89^{\circ} 02' 49''$ East to the Northeast corner of Parcel B of said Parcel Map, said Northeast corner also being the True Point of Beginning; thence Easterly along a prolongation of the North line of Parcel B of said Parcel Map.

- 1st: South $89^{\circ} 02' 49''$ East 817.92 feet to an intersection with the Westerly line of that certain Deed recorded July 15, 1988 as Document no. 88-099785 of Official Records; thence Northerly along said Westerly line,
- 3rd: North $01^{\circ} 15' 31''$ East 1672.65 feet to an intersection with the Southeasterly line of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county, said intersection also being a point on a curve concave Northwesterly having a radius of 1721.73 feet, a radial line to said curve bears South $58^{\circ} 29' 32''$ East; thence Southwesterly along the Southeasterly line of said Deed the following 4 courses,
- 4th: Southwesterly along said curve through a central angle of $20^{\circ} 29' 41''$ an arc distance of 615.86 feet; thence,
- 5th: South $50^{\circ} 47' 01''$ West 408.00 feet to the beginning of a tangent curve concave Southeasterly having a radius of 1380.00 feet; thence,
- 6th: Southwesterly and Southerly along said curve through a central angle of $41^{\circ} 11' 11''$ an arc distance of 992.00 feet; thence,
- 7th: South $09^{\circ} 35' 50''$ West 99.77 feet to an intersection with the Northerly line of Parcel B of said Parcel Map; thence Easterly along said Northerly line,
- 8th: South $89^{\circ} 02' 49''$ East 374.37 feet to the True Point of Beginning.

**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT D
(COASTAL LANDFILL PARCEL)**

Parcel 1 (Landfill)

Fee simple title in and to a portion of Parcel A of Subdivision No. 4 of the Rancho El Rio de Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the Office of the Ventura County Recorder in Book 3, Page 44, of Miscellaneous Records, described as follows:

Beginning at the Southwest corner of the property deeded to the City of Oxnard and described in Book 3290, Page 40 of Official Records of said County, said point being the Westerly terminus of the sixth course of Annexation No. 68-10 to said City as filed with the Secretary of State on July 8, 1968; thence Northerly 115 feet along the seventh course of said annexation to the True Point of Beginning; thence,

- 1st: South 87° 47' 14" West 1194.27 feet; thence,
- 2nd: South 1° 27' 42" West 177.54 feet; thence,
- 3rd: South 51° 41' 00" West 119.00 feet; thence,
- 4th: Southerly along a curve concaved Westerly having a central angle of 3° 48' 56", radial bearing of South 71° 32' 56" East and radial distance of 1721.73 feet. This same curve has an arc distance of 114.66 feet to a point in the Westerly line of said parcel "A", (3 M.R. 44) thence,
- 5th: South 1° 15' 50" West 1926' along the Westerly line of Parcel "A"; thence along a line parallel to the Southerly line of said Parcel "A",
- 6th: East 1321.98 feet more or less to a point in the East line of Parcel "A", (3 M.R. 44) said point also lying in the Southerly prolongation of the Westerly line of Parcel "B" of Annexation to the City of Oxnard 77-4 as filed with the Secretary of State on November 7, 1978; thence along said Southerly prolongation and the Westerly line of said annexation,
- 7th: North 1° 15' 50" East 2325.22 feet to the True Point of Beginning and containing approximately 69.3 acres.

Parcel 2 (Patterson Drain West of Landfill)

That portion of Parcel B of Subdivision No. 4 of the Rancho El Rio De Santa Clara O'La Colonia, in the County of Ventura, State of California, as shown on the Map recorded in the Office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Easterly line thereof being the Westerly line, and Southerly prolongation thereof, of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura County Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Northwesterly in the Southeasterly line of Victoria Avenue, as described in Parcel A in the Deed to County of Ventura, recorded August 13, 1975, as Document No. 54364, in Book 4445, Page 904 of Official Records, and to terminate in an line parallel with and distant Southerly 120.00 feet from the Westerly prolongation of the Southerly line of said Parcel 1 (Landfill Parcel).

Parcel 3 (Patterson Drain South of Landfill)

That portion of Parcel A of Subdivision No. 4 of the Rancho El Rio De Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Northerly line thereof being the Southerly line of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Easterly and Westerly in the Easterly and Westerly lines of said Parcel A.

EXCEPT all oil, gas, other hydrocarbon substances and minerals in and under said Parcels 1, 2 and 3.

EXHIBIT D-1

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District ("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

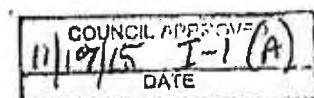
Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

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.



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

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$75,050.91 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

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

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

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 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

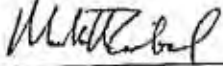
a. Any notices to Consultant may be delivered personally or by mail addressed to, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

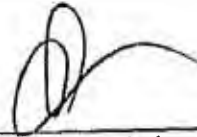
APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS & ZIRBEL LLP



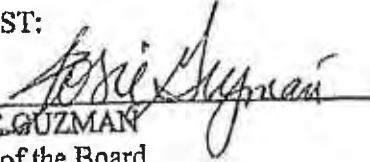
MARK ZIRBEL
Legal Counsel for DISTRICT

VENTURA REGIONAL
SANITATION DISTRICT



RICK NEAL, Chairman

ATTEST:



JOSE GUZMAN
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance T/S _____

Fiscal Technician _____

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

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**Agreement No. 7167-15-CM
VRSD Contract No. 15-027**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation ("**City**"), and Ventura Regional Sanitation District ("**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

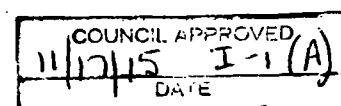
Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

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 the City Manager or designated Department Head (“**Manager**”), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2016. 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 Frank Kiesler 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 July 1, 2015, and expire on June 30, 2016.

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.

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a. City agrees to pay Consultant in an amount not to exceed \$75,050.91 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

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

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

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

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

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-C, 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-C. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-C.

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 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, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

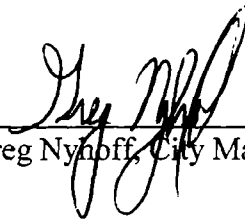
41. Amendment

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

42. Entire Agreement

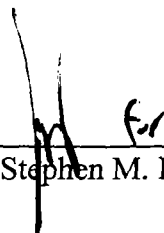
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD



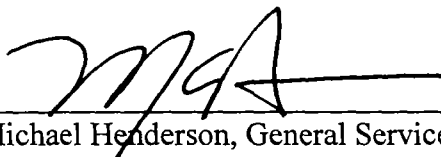
 Greg Nynhoff, City Manager

APPROVED AS TO FORM:



 Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



 Michael Henderson, General Services Director

APPROVED AS TO INSURANCE:



 Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS & ZIRBEL LLP



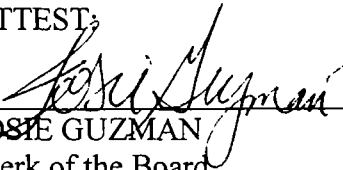
MARK ZIRBEL
Legal Counsel for DISTRICT

VENTURA REGIONAL
SANITATION DISTRICT



RICK NEAL, Chairman

ATTEST:



JOSE GUZMAN
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance 7/2 _____

Fiscal Technician _____

Exhibit A

Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.
4. Prepare AB32 / CCR 17 Reports.
5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
6. Retain Title V and CCR 17 records.
7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Landfill Gas Perimeter Probe and Structures Monitoring		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring									
Labor	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	\$ 107.00			\$5,136.00
\$8,346.00	Calibrate Basement gas monitoring unit	Environmental Resource Analyst	1.0	12	12	\$ 107.00			\$1,284.00
	Calibrate tent gas monitoring units	Environmental Resource Analyst	0.5	12	6	\$ 107.00			\$642.00
Reporting									
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	\$ 107.00			\$1,284.00
Materials	Calibration Gas (oxygen + methane)						2	\$ 207.00	\$414.00
\$414.00									
Equipment	GEM - Gas Monitor						12	\$ 75.83	\$909.96
\$2,529.92	Mule - Portable Vehicle						4	\$ 279.99	\$1,119.96
	Misc. Supplies/Hardware						1	\$ 500.00	\$500.00
Mileage	Mileage						480	\$ 1.00	\$480.00
\$480.00									
Subtotal									\$11,769.92

Landfill Gas Surface Monitoring and Reporting		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring									
Labor	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
\$8,239.00									
Reporting									
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	\$ 107.00			\$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	\$ 107.00			\$749.00
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	\$ 107.00			\$2,568.00
Materials	Calibration Gas (zero air + methane)						2	\$ 207.00	\$414.00
\$414.00									
Outside Contracted Service	RES, Inc. - Landfill Surface Emission Monitoring (cost + 10%) (Effective for FY 15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)	Contractor		1			Lump sum	\$ 6,860.70	\$ 6,860.70
\$6,860.70									
Fees	APCD Permit Fee (1/3 fee)						1	\$ 879.75	\$879.75
\$879.75									
Mileage							80	\$ 1.00	\$80.00
\$80.00									
Subtotal									\$16,473.45

Stormwater Monitoring and Reporting		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring									
Labor	6 wet season inspections	Environmental Resource Analyst	2	6	12	\$ 107.00			\$1,284.00
\$4,708.00	Stormwater sampling - 4 sampling events (2015 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	\$ 107.00			\$428.00
	4 dry season inspections	Environmental Resource Analyst	2	4	8	\$ 107.00			\$856.00
	Conduct Annual Site Inspection	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
Plans and Reporting									
	Conduct Annual Certification and SSMP review	Environmental Resource Analyst	8	1	8	\$ 107.00			\$856.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	\$ 107.00			\$856.00
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	\$ 107.00			\$2,247.00
Outside Contracted Services	Laboratory Fees						4	\$ 450.00	\$1,800.00

\$1,800.00

Mileage

\$560.00

Subtotal

ITEM #D-1

560 \$ 1.00 \$560.00

\$9,315.00

Gas Collection System and Flare Operation & Maintenance		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor \$5,570.00	Landfill Gas Condensate Sump maint.	Senior Solid Waste Worker	8	4	32	\$ 99.00			\$ 3,168.00
	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	\$ 110.00			\$ 1,760.00
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	\$ 107.00			\$ 642.00
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		\$ 11,000.00
Outside Contracted Service \$7,300.54	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		1			Lump sum		\$ 2,273.34
	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		4			4	\$ 138.00	\$552.00
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	\$ 1,089.00	\$ 1,089.00
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	\$ 2,686.20	\$ 2,686.20
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Qrly	\$ 175.00	\$ 700.00
Equipment rental \$150.00	Man-lift for gas flare source test	Equipment		1			1	\$ 150.00	\$ 150.00
Utility \$2,880.00	Electricity billing	SCE utility		12				\$ 240.00	\$ 2,880.00
Mileage \$320.00							320	\$ 1.00	\$320.00
Subtotal									\$27,220.54
Gas Collection System Monitoring		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor \$9,792.00	Well-field balancing (monthly)	Engineering Technician	8	12	96	\$ 102.00			\$ 9,792.00
Mileage \$480.00							480	\$ 1.00	\$480.00
Subtotal									\$10,272.00
Grand Total									\$75,050.91

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITH BUILDER'S RISK REQUIREMENT)**

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. 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. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-C. 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. 7167-15-CM
300 West Third Street, Suite 302
Oxnard, California 93030

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

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-C 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. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

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

INS-C.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 Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. 7167-15-CM 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
--	---

INS-C.doc

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

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER

OTHER PROVISIONS**LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. 7167-15-CM

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

CERTIFICATE OF COVERAGE

ITEM # D-1-2015

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street
11th Floor
San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE (MOC) BELOW.

INSURED Ventura Regional Sanitation District
Member of CSRMA
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

42

MEMORANDUM OF COVERAGE NUMBER

CSL VRSD 1415 1

PROGRAM AFFORDING COVERAGE

California Sanitation Risk Management Authority (C.S.R.M.A.)

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, 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 COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT:

PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.

Type Of Coverage:	Effective Date	Expiration Date	S.J.R.	Deductible	Liability Limit Per Occurrence
Public Entity Liability Including:					
General Liability (Coverage)					
Public Officials E&O Liability	31-Dec-2014	31-Dec-2015	-	\$25,000	\$2,000,000
General Liability					
Products/Completed Operations					
Contractual Liability					
Automobile Liability (Coverage)					
Owned Automobiles	31-Dec-2014	31-Dec-2015	-	\$25,000	\$2,000,000
Non-Owned Automobiles					
Hired and Non-Owned Auto					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THE HOLDER IS NAMED AS AN ADDITIONAL COVERED PARTY PER THE MEMORANDUM OF COVERAGE WITH RESPECTS TO AGREEMENT NO. 7167-15-CM; VRSD CONTRACT NO.15-027. COPIES OF THE MEMORANDUM OF COVERAGE ARE AVAILABLE UPON REQUEST.

CERTIFICATE HOLDER

City of Oxnard
300 W. Third Street, Suite 302
Oxnard, CA 93030
Attn: Risk Manager - REFERENCE NO.5421-11-CM

123 - 405

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY**ADDITIONAL COVERED PARTY ENDORSEMENT**

This Endorsement forms a part of the Memorandum of Coverage issued by the CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY.

ADDITIONAL COVERED PARTY: City of Oxnard

CSRMA MEMBER ENTITY: Ventura Regional Sanitation District

DESCRIPTION OF ACTIVITY: Agreement No. 7167-15-CM; VRSD Contract No. 15-027

DATE(S) OF ACTIVITY: 07/14/2015 - 12/31/2015

LOCATION OF ACTIVITY: City of Oxnard

MAXIMUM COVERAGE LIMIT: \$2,000,000

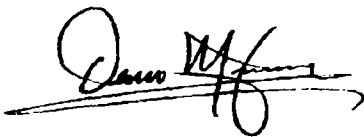
DEDUCTIBLE: \$25,000

The person or organization first named above is added as an ADDITIONAL COVERED PARTY pursuant to Section III(A), "Definitions" and Section VII, "Covered Parties." Coverage is provided through participation in a risk sharing joint powers authority, for general and automobile liability as defined in the Memorandum of Coverage.

The coverage being provided by this Endorsement is limited to "occurrences" arising out of the activity or location described, and the time period indicated herein, and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage. Pursuant to Section III (A), the person or entity named above is only an Additional Covered Party with respect to operations performed by or on behalf of the CSRMA MEMBER ENTITY, or facilities owned or used by the CSRMA MEMBER ENTITY.

Coverage is in effect for the DATE(S) OF ACTIVITY indicated above and will not be cancelled or allowed to expire at a date other than the last date indicated except upon 30 days' written notice to the Additional Covered Party.

Date issued: 07/14/2015



Authorized Representative

CERTIFICATE OF INSURANCE

DEM #9-1
06-Jul-2015**PRODUCER**

Alliant Insurance Services, Inc.
100 Pine Street
11th Floor
San Francisco, CA 94111 (415) 403-1400

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.

INSURED Ventura Regional Sanitation District
Member of CSRMA
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

INSURERS AFFORDING COVERAGE

Please refer to Coverages section below.

42

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CoverageType	Insurer	Policy	EffectiveDate	ExpirationDate	LimitType	Amount
Workers Compensation and Employer Liability						
	Safety National Casualty Corporation	SP 4053102	01-Jul-2015	01-Jul-2016	Statutory	
					E.L. Each Accident	\$1,000,000
					Disease - Each Employee	\$1,000,000
					S.I.R.	\$750,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THIS CERTIFICATE OF INSURANCE IS ISSUED FOR EVIDENCE ONLY WITH RESPECTS TO AGREEMENT NO. 5421-11-CM; VRSD CONTRACT NO.11-011.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). 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).

DISCLAIMER The Certificate of Insurance on this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE HOLDER

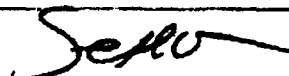
City of Oxnard
300 W. Third Street, Suite 302
Oxnard, CA 93030
Attn: Risk Manager - REFERENCE NO.5421-11-CM

123 - 282

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



CERTIFICATE OF COVERAGE

ITEM # 2015
06-JUL-2015**PRODUCER**

Alliant Insurance Services, Inc.
100 Pine Street
11th Floor
San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE (MOC) BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED

Ventura Regional Sanitation District
Member of CSRMA
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

42

MEMORANDUM OF COVERAGE NUMBER

CSWC VRSD 1516 1

PROGRAM AFFORDING COVERAGE

California Sanitation Risk Management Authority (C.S.R.M.A.)

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, 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 COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT:

PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.

Type Of Coverage:**Effective Date****Expiration Date****S.I.R.****Deductible****Liability Limit Per Occurrence****Public Entity Liability Including:****Worker's Compensation (Coverage)**

Limit	Effective Date	Expiration Date	S.I.R.	Deductible	Liability Limit Per Occurrence
	01-Jul-2015	01-Jul-2016	-	-	\$750,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THIS CERTIFICATE OF INSURANCE IS ISSUED FOR EVIDENCE ONLY WITH RESPECTS TO AGREEMENT NO. 5421-11-CM; VRSD CONTRACT NO.11-011.

CERTIFICATE HOLDER

City of Oxnard
300 W. Third Street, Suite 202
Oxnard, CA 93030
Attn: Risk Manager - REFERENCE NO.5421-11-CM

123 - 281

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE**PRODUCER**

Alliant Insurance Services, Inc.
100 Pine Street
11th Floor
San Francisco, CA 94111 (415) 403-1400

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INSURED Ventura Regional Sanitation District
Member of CSRMA
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

INSURERS AFFORDING COVERAGE

Please refer to Coverages section below.

42

COVERAGES

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CoverageType	Insurer	Policy	EffectiveDate	ExpirationDate	LimitType	Amount
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	Safety National Casualty Corporation	SP 4053102	01-Jul-2015	01-Jul-2016	Statutory	
					E.L. Each Accident	\$1,000,000
					Disease - Each Employee	\$1,000,000
					S.I.R.	\$750,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THIS CERTIFICATE OF INSURANCE IS ISSUED FOR EVIDENCE ONLY WITH RESPECTS TO AGREEMENT NO. 5421-11-CM; VRSD CONTRACT NO.11-011.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). 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).

DISCLAIMER

The Certificate of Insurance on this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE HOLDER

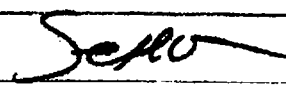
City of Oxnard
300 W. Third Street, Suite 302
Oxnard, CA 93030
Attn: Risk Manager - REFERENCE NO.5421-11-CM

123 - 282

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



0456 00 0113 (XWC)

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, July 01, 2015

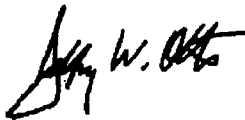
In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

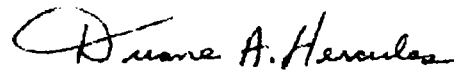
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4053102, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY, ET AL, dated July 01, 2015.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

**AMENDMENT NO. 1
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027
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 ____ day of December, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027, which is attached as **Exhibit D-1** hereto and incorporated herein by reference; and

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring, as more particularly set forth in Exhibit A of the Agreement (collectively "Services"); and

C. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1 in the Agreement:

"1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A-1** attached hereto and incorporated herein by this reference (the "Services")."

2. The following language shall replace the original provisions of Section 8 in the Agreement:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2017. 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."



3. The following language shall replace the original provisions of Section 9 in the Agreement:

"9. Principal-in-Charge

Consultant hereby designates Matthew Baumgardner as its principal-in-charge and person responsible for necessary coordination with Manager."

4. The following language shall be added as a second paragraph to Section 10 (Permits, Licenses, Certificates) in the Agreement:

"Consultant's responsibility under this Agreement shall be subject to the terms and conditions of VRSD Contract No. 00-023-02 which is titled Amended and Restated Golf Course Lease and Landfill Postclosure Agreement By and Between Ventura Regional Sanitation District and City of Oxnard Dated May 21, 2002, is incorporated fully herein by this reference as **Exhibit C-1**. Parties agree that if any conflict arises between the terms and conditions of the Agreement, as amended, and the terms and conditions of **Exhibit C-1** shall prevail and take precedence."

5. The following language shall be added as a third sentence to Section 11 (City's Responsibility) in the Agreement:

"City's responsibility under this Agreement shall be subject to the terms and conditions of **Exhibit C-1**."

6. The following language shall replace the original provisions of Section 12 in the Agreement:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2017."

7. The following language shall replace the original provisions of Section 14.a. in the Agreement:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$129,457 for the Services at rates provided in **Exhibit B-1** attached hereto and incorporated herein by this reference."

8. The following language shall replace the original provisions of Section 40(b) in the Agreement:

"b. Any notices to the City may be delivered personally or by mail addressed to the City of Oxnard, Public Works Department, 305 W. Third Street, Oxnard, California 93030, Attention: Badaoui Mouderrès."

9. As so amended, the Agreement remains in full force and effect.

(signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By Bert E. Perello
BERT PERELLO
Chairman of the Board

ATTEST:

By Michelle Ascencion
MICHELLE ASCENCION, CMC
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCOMAS & ZIRBEL, LLP

By Robert N. Kwong
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By Chris Theisen
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By Greg Wyhoff
GREG WYHOFF
City Manager

APPROVED AS TO FORM:

By Stephen M. Fischer
STEPHEN M. FISCHER
City Attorney

APPROVED AS TO CONTENT:

BM By Daniel Rydberg
DANIEL RYDBERG
Public Works Director

APPROVED AS TO INSURANCE:

By Michael More
MICHAEL MORE
Risk Manager

Exhibit A-1
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.
4. Prepare AB32 / CCR 17 Reports.
5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
6. Retain Title V and CCR 17 records.
7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.
2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.
3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.
4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.
5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

<u>Site</u>	<u>Period</u>	<u>Sampling Month</u>	<u>Report Due to RWQCB</u>
Santa Clara	Summer/Fall	October 2016	December 15, 2016
Santa Clara	Winter/Spring	April 2017	June 15, 2017

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.

4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations.



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

ITEM #D-1

EXHIBIT B-1

Project Number	Account	Quantity	Cost/Price	Extension
411500	City of Oxnard [River Ridge]- EPG			
51010	Wages - Regular			
	Account Total---		\$40,395	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	\$107	\$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting	77	\$107	\$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting	64	\$107	\$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	\$104	\$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &	16	\$116	\$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$107	\$642
	51010 Senior Engineering Technician Gas Collection System Monitoring	96	\$116	\$11,136
52079	Environmental Consultants			
	Account Total---		\$38,660	
	52079 (RES) Landfill Surface Emission Monitoring	1	\$7,700	\$7,700
	52079 (OEM) Semi-Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
	52079 Annual Flare Destruction Efficiency Test	1	\$2,686	\$2,686
	52079 Semi-Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Contractor Lab Costs for 4 Samples	4	\$450	\$1,800
52080	Other Professional Services			
	Account Total---		\$4,000	
	52080 Methane Detectors Factory Service, Equip. &	1	\$4,000	\$4,000
52150	Permits, Licenses and Fees			
	Account Total---		\$920	
	52150 APCD Permit Fee	1	\$920	\$920
52155	Lab Services and Supplies			
	Account Total---		\$26,015	
	52155 Laboratory Fees	4	\$178	\$713
	52155 Quarterly Landfill Gas Analytical	4	\$138	\$552
	52155 GW Monitoring Analytical Lab Svcs for 2 Events	2	\$12,375	\$24,750

52185	Operating Supplies	Account Total---	\$11,828			
	52185 Calibration Gas (Oxygen + Methane)		2	\$207	\$414	
	52185 Calibration Gas (Zero Air + Methane)		2	\$207	\$414	
	52185 Flare Maintenance & Repair Supplies		1	\$11,000	\$11,000	
52186	Other Operating Services	Account Total---	\$700			
	52186 Maintain City's Air Compressor		4	\$175	\$700	
52197	Utilities	Account Total---	\$2,880			
	52197 Electricity Billing		12	\$240	\$2,880	
52220	Equipment Rental/Lease	Account Total---	\$150			
	52220 Man-Lift for Gas Flare Source Test		1	\$150	\$150	
60594	Fund Transfer Out-EQUIPMENT	Account Total---	\$2,530			
	60594 GEM Gas Monitor		12	\$76	\$910	
	60594 Mule - Portable Vehicle		4	\$280	\$1,120	
	60594 Misc Supplies/Hardware		1	\$500	\$500	
60598	Fund Transfer Out-FLEET	Account Total---	\$1,380			
	60598 Mileage - LFG Perimeter Probe & Structure		480	\$1	\$480	
	60598 Mileage - LFG Surface Monitoring & Reporting		200	\$1	\$200	
	60598 Mileage - Stormwater Monitoring & Reporting		200	\$1	\$200	
	60598 Mileage - Gas Coll Sys Monitoring		500	\$1	\$500	
Project 411500 Total---			\$129,457			
Total for this report---			\$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

EXHIBIT C-1

DATE: 5/21/02 AGENDA # I

VRSD CONTRACT NO: 00-023-02

**AMENDED AND RESTATED
GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
BY AND BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CITY OF OXNARD**

DATED: May 21, 2002

AMENDED AND RESTATED
GOLF COURSE LEASE AND LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
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AMENDED AND RESTATED
GOLF COURSE LEASE
AND LANDFILL
POSTCLOSURE MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT ("this Lease Agreement") is made and entered into this 21st day of May, 2002, by and between the VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District (hereinafter referred to as "VRSD"), and the CITY OF OXNARD, a municipal corporation of the State of California (hereinafter referred to as "City"). The purpose of this Lease Agreement is to lease two parcels of real property, including a closed landfill parcel, to City so that City, at its sole expense, may design, permit, construct, and operate open space recreational uses on the property; to provide that City assume responsibility for maintaining the surface of the property and for expenses incurred by VRSD as a result of City's development and use of the property; to provide that VRSD retain responsibility for monitoring and maintaining specified subsurface maintenance facilities; and to provide consideration to VRSD and City in the form of additional covenants and agreements, with all of the above generally described provisions being more particularly described and established below. This Lease Agreement provides for a conveyance from a governmental agency to a governmental agency and is exempted by Government Code Section 66428(a)(2) from any requirement for a parcel map.

1. **DEFINITION OF TERMS.** As used in this Lease Agreement, the following terms have the meanings set forth below:

a. "Agreement for Waste Disposal" shall mean the Agreement for Waste Disposal at Toland Road Landfill between VRSD and City executed November 14, 2000, as it may be amended.

b. "Bailard Buffer Parcel" shall mean that certain real property owned by VRSD and located west of Victoria Avenue and east of the Bailard Landfill as more particularly described in Exhibit "B" and illustrated on Exhibit "A".

c. "Closure Plan" shall mean the Coastal Sanitary Landfill Final Closure Plan prepared by VRSD in September, 1991, and approved by the California Integrated Waste Management Board.

d. "Coastal Buffer Parcel" shall mean that certain real property owned by VRSD and located east of Victoria Avenue and west of the Coastal Landfill Parcel as more particularly described in Exhibit "C" and illustrated on Exhibit "A".

e. "Coastal Landfill Parcel" shall mean that certain real property owned by VRSD located west of the Santa Clara Landfill Parcel as more particularly described in Exhibit "D" and illustrated on Exhibit "A". "Coastal Landfill" shall mean the landfill located on the Coastal Landfill Parcel.

f. "Landfill Cover System" shall mean the landfill cover system constructed over the top of the closed Coastal Landfill as that system actually exists on the date of this Lease Agreement. The Landfill Cover System design is described and illustrated in the Closure Plan and represented in the as built closure plans prepared by VRSD for the Coastal Landfill. The actual dimensions of this system existing on the date of this Lease Agreement may vary from the design. VRSD makes no representation as to the dimensions or condition of the cover system as of the date of this Lease Agreement, because the cover system has changed due to differential settlement, erosion or other factors.

g. "Northwest Golf Course Community Specific Plan" or "Specific Plan" shall mean that Specific Plan approved by the City July, 1999.

h. "Northwest Golf Course Community Specific Plan EIR" or "Specific Plan EIR" shall mean that Final Environmental Report (State Clearinghouse No. 97031009) certified by City July, 1999.

i. "Postclosure Plan" shall mean the Coastal Sanitary Landfill Postclosure Maintenance Plan prepared by VRSD October, 1991, and approved by the California Integrated Waste Management Board.

j. "Premises" shall mean (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel.

k. "Santa Clara Landfill Parcel" shall mean that certain real property owned by City located east of the Coastal Landfill Parcel as illustrated on Exhibit "A".

l. "Specified Recreational Uses" shall mean open space recreational uses available to the public, with or without charge, as approved in writing by City and VRSD. Subject to the other terms of this Lease Agreement, the following recreational uses are deemed approved as Specified Recreational Uses: golfing, walking, jogging, bicycling, picnicking and/or outdoor athletic fields.

m. "Subsurface" shall mean the land lying below the top of the clay liner portion of the Landfill Cover System constructed on the Coastal Landfill Parcel.

n. "Subsurface Maintenance Facilities" shall mean landfill improvements whether located on top of or below the surface of the Coastal Landfill that directly relate to maintenance or mitigation of subsurface landfill conditions. Such facilities shall include all landfill gas collection and monitoring wells, all water quality monitoring wells, all landfill gas collection system piping, valves, and related equipment, the entire landfill gas flare system, all flare station landscaping growing inside the fence surrounding the flare station, all condensate collection tanks and any other improvement physically connected to subsurface landfill maintenance improvements. "Subsurface Maintenance Facilities" shall not mean any roads or drainage improvements.

o. "Surface" shall mean the land lying on top of the Coastal Landfill Parcel including the soil above the top of the clay liner portion of the Landfill Cover System. "Surface" shall not be interpreted to include "Subsurface" or "Subsurface Maintenance Facilities."

p. "Water and Wastewater Services Agreement" shall mean the Agreement for Water and Wastewater Services between VRSD and City executed November 14, 2000 as it may be amended.

2. **PREMISES.** Pursuant to the terms, conditions and covenants hereof, VRSD hereby leases to City, and City leases from VRSD the Premises. All references to the "Premises" shall be understood to include both (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel unless only one of these parcels is expressly specified in any provision of this Lease Agreement.

3. **TERM.**

This Lease Agreement shall be deemed to have become effective and the term shall be deemed to have commenced on November 14, 2000, provided, however, that where this Lease Agreement makes specific provision for the date of commencement and/or termination of certain rights and/or responsibilities, those specified dates shall control the timing of the referenced rights and/or responsibilities. This Lease Agreement shall continue in effect until December 31, 2099, unless terminated earlier in accordance with the provisions below.

4. **RENT.**

a. **Base Rent.** Commencing on the date first stated above and continuing thereafter during the term of this Lease Agreement, on or before December 1 of each year, City shall pay VRSD One Dollar (\$1) per year as the Base Rent.

b. **Other Consideration.** In addition to the Base Rent, in consideration for the making of this Lease Agreement, City shall fully perform all obligations arising under this Lease Agreement, and City shall perform all of City's obligations arising under the Agreement for Waste Disposal and the Water and Wastewater Services Agreement. City expressly acknowledges that VRSD would not have made this Lease Agreement unless City had agreed to the Agreement for Waste Disposal and the Water and Wastewater Services Agreement.

5. **USE OF PROPERTY.** During the term of this Lease Agreement, City shall use and occupy the Premises solely for Specified Recreational Uses subject to the terms and conditions herein. Any other use is prohibited. In conjunction with Specified Recreational Uses, City may construct lined lakes on the Coastal Buffer Parcel to provide for drainage of City's property used for Specified Recreational Uses and for irrigation of City's property used for Specified Recreational Uses. City shall not construct or allow the construction or placement of any buildings or permanent enclosed

structures on the Coastal Landfill Parcel. City shall not construct or allow the construction or placement of any building or permanent enclosed structure on the Coastal Buffer Parcel except for restrooms, snack shops with open air seating, unenclosed shelters, and a maintenance facility serving Specified Recreational Uses solely, provided such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas, and provided that such improvements are approved (including issuance of all required permits) by regulatory agencies which have jurisdiction to regulate construction of such improvements. City shall not disrupt or allow the disruption of the Landfill Cover System or any material lying within four feet of the waste buried in the Coastal Landfill Parcel without the express written approval of VRSD, CIWMB, RWQCB and other regulatory agencies which have jurisdiction to regulate the maintenance and improvements of the Landfill Cover System. Without limiting the foregoing, City agrees City shall not, under any circumstances, dig into, drill through or otherwise impair the compacted clay liner portion of the Landfill Cover System without all such required regulatory approval. City shall not permanently take any dirt or earthen material off either the Coastal Landfill Parcel or the Coastal Buffer Parcel; provided, however, that City may move dirt from the Coastal Buffer Parcel to the Coastal Landfill Parcel. Notwithstanding this Section 5 or any other provision of this Agreement, all rights granted by VRSD to City with respect to City's use and occupancy of the Premises are, and shall remain, fully subject to the rights of the Lessee under the Gas Lease (as such terms are defined in Section 10a of this Lease Agreement).

6. CONDITION OF PREMISES.

a. Acceptance of Premises. City hereby acknowledges that it has fully inspected the Premises, and all improvements thereon, and accepts the same in its present condition "as is." VRSD makes no guarantees, warranties or representations regarding the fitness of the Premises for development for Specified Recreational Uses or whether any of the activities contemplated hereunder can be undertaken without conflicting with or impairing any rights of the Lessee under the Gas Lease or causing VRSD to violate any of its covenants or obligations under the Gas Lease. City acknowledges that it will be relying solely on its own investigations, studies, and expert review concerning the condition of the Premises, its zoning and land use designation, its potential for development, and any and all environmental, hydrogeologic or geologic conditions.

b. Landfill Impacts. City further acknowledges that the Premises is located on or adjacent to a closed solid waste landfill and, as such, the Premises may be subject to certain conditions, including, but not limited to, significant differential settlement of the surface, venting of landfill gas through the surface, subsurface migration of landfill gas, chemicals, liquid substances and other compounds, contamination of groundwater beneath and adjacent to the landfill and all other environmental impacts associated with a closed landfill. Specifically, City acknowledges that the surface of the Coastal Landfill Parcel is settling at a non-uniform rate as the waste buried below the surface decomposes. Settlement of the surface can be expected to occur throughout the term of this Lease Agreement and this condition will require City to fill in cracks and voids and engage in constant maintenance of any and all paths, piping, utility conduits, fencing, landscaping, drainage features, golf course tees, fairways, greens, improvements for Specified Recreational Uses and other

improvements on the Coastal Landfill Parcel. City and VRSD agree that City shall carry out such responsibilities without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. City acknowledges that landfill gas, including methane gas and other hazardous gases, generated by the decomposing waste buried beneath the surface of the Coastal Landfill Parcel migrates laterally subsurface and also vents vertically through cracks in the surface of the ground. The generation of landfill gas and the migration and venting of this gas can be expected to occur throughout the term of this Lease Agreement. City further acknowledges that the Coastal Buffer Parcel may experience all of the impacts associated with the landfill and that the Coastal Buffer Parcel experiences episodes of significant flooding, including, but not limited to, drainage from the existing Victoria Avenue drainage ditch and the Patterson Drain, including occasions when the outlet to the Santa Clara River does not drain due to high water. City assumes and accepts all risks, losses, damages, and costs of these above referenced landfill impacts as they may affect the construction and operation of Specified Recreational Uses on the Premises, except for losses arising from any VRSD negligent act or omission; provided that in no event shall VRSD ever be liable for any consequential damage incurred by City because the Premises is not usable for Specified Recreational Uses.

7. **PERMITTING OF PREMISES.**

a. **CIWMB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Integrated Waste Management Board ("CIWMB") and its local enforcement agency ("LEA"), the Ventura County Environmental Health Department ("EHD"). The LEA and the CIWMB have approved the Closure Plan and the Postclosure Plan. City acknowledges that the Closure Plan and the Postclosure Plan must be revised before City can commence development of Specified Recreational Uses on the Coastal Landfill Parcel. City acknowledges that the CIWMB and the LEA must approve any revisions to the Closure Plan and Postclosure Plan and that CIWMB and LEA may order further revision to these plans during the term of this Lease Agreement. City further acknowledges that the State of California has enacted and will further enact laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

b. **RWQCB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Regional Water Quality Control Board - Los Angeles Region ("RWQCB") and the California State Water Resources Control Board ("SWRCB"). City acknowledges that the RWQCB has issued Waste Discharge Requirements ("WDR's") and Groundwater Monitoring Requirements ("Water Quality Requirements") for the Coastal Landfill, the Santa Clara Landfill and the Bailard Landfill. City acknowledges that the RWQCB shall review and revise the WDR's and/or Water Quality Requirements before City shall commence development of Specified Recreational Uses. City acknowledges that RWQCB and/or SWRCB may modify the WDR's and/or Water Quality Requirements at any time during the term of this Lease Agreement.

c. **APCD.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Ventura County Air Pollution Control District ("APCD"). City acknowledges that APCD has adopted Rule 74.17 and Rule 74.17.1 and may adopt revisions to this rule or adopt new rules regulating air emissions from the Premises.

d. **EPA.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Environmental Protection Agency and/or other regulatory agencies of the United States ("EPA"). City acknowledges that the United States has enacted the Resource Conservation and Recovery Act and other laws and regulations and will further enact new laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

e. **Regulatory Compliance.** City acknowledges review of each of the above referenced Closure Plan, Postclosure Plan, WDR's, Water Quality Requirements and APCD Rule 74.17, and Rule 74.17.1. City acknowledges that the Coastal Landfill Parcel is subject to other regulatory requirements. City assumes responsibility for becoming fully informed of all the restrictions presented by such regulatory permits, rules, regulations and laws as they exist now or may exist in the future as they relate to City's use of the Premises. City agrees that to the extent its use of the Premises or adjacent City owned property causes a violation of any such permit, rule, regulation or law, City shall bear the full responsibility for correcting any such violation and City shall bear the full expense of any liability associated with any penalty, prosecution or remediation requirement associated with any such violation and that City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any such liability.

8. LANDFILL CLOSURE PLAN, LANDFILL POSTCLOSURE PLAN AND OTHER REGULATORY DOCUMENTS.

a. **City Reimbursement of VRSD.** VRSD and City acknowledge that the Closure Plan, Postclosure Plan and other regulatory documents must be revised and approved by the appropriate regulatory agencies in order to accommodate the development of Specified Recreational Uses on the Coastal Landfill Parcel and that such revisions may be required on subsequent occasions during the term of this Lease Agreement. VRSD and City agree to cooperate in all such revisions and the implementation of the Closure Plan, Postclosure Plan, and other regulatory documents, provided that VRSD shall not be obligated to agree to any revision or requirement relating to Specified Recreational Uses which causes VRSD to incur expenses for subsurface maintenance of the Coastal Landfill beyond the expenses VRSD was obligated to incur under the plans and documents in existence as of the date of this Lease Agreement or which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. VRSD and City agree that City shall bear the entire cost to City and VRSD of revising the Closure Plan, Postclosure Plan, and all other regulatory documents. City shall reimburse VRSD for all commercially reasonable costs and expenses incurred by VRSD under subsections 8a, b, c, d, e, f, and g below, including all VRSD staff and consultant costs. With respect to City's obligation herein to pay or reimburse VRSD, City shall, within thirty (30) days after receipt of billing from

VRSD, pay VRSD for reasonable expenses incurred by VRSD in carrying out the activities described in this Section 8 including staff time and consultant time in consulting with the City, City consultants, VRSD consultants, regulatory agencies and other interested parties involved in the revision and/or implementation of the plans or other regulatory documents and/or any of the activities described in this Section 8. City's obligation to reimburse shall include, but not be limited to payment for all VRSD staff and VRSD consultant time spent on reviewing all drafts, proposed submittals, designs, and other documentation relating to the plans and documents and attendance of VRSD employees and VRSD consultants at any and all meetings relating to the development of Specified Recreational Uses on the Premises. As used in this Lease Agreement, the term "VRSD consultant" shall mean independent engineers, hydrologists, attorneys, architects and other experts retained by VRSD. City shall reimburse VRSD for its staff time at the then current established hourly rates and for its consultants' time at the established hourly rates as then specified in contracts between VRSD and its consultants which shall be made available to City. In addition, if the revised plans or other permits, conditions or documents changed as a result of Specified Recreational Uses result in an increase in the expense of providing subsurface postclosure maintenance City shall, throughout the terms of this Lease Agreement, reimburse VRSD for such additional postclosure maintenance expenses within thirty (30) days after receipt of billing specifying the nature and cost of the additional maintenance work, improvements, monitoring or other activity required by the revised Closure Plan, Postclosure Plan or other regulatory documents.

b. **City's Assumption of Responsibility.** Immediately upon execution of this Lease Agreement, City shall assume responsibility for complying with the surface maintenance components of the Postclosure Maintenance Plan and other regulatory documents, including, but not limited to, the WDR's. Upon the approval of the revised Closure Plan, Postclosure Plan, and other regulatory documents permitting Specified Recreational Uses on the Coastal Landfill Parcel City shall become responsible for and shall commence the physical work of complying with all components of those plans and any successor plans and other documents which regulate or relate to the development and maintenance of the surface of the Coastal Landfill Parcel and VRSD shall bear responsibility only for non Specified Recreational Uses related subsurface maintenance requirements of said plans, including responsibility for any subsurface maintenance facilities which exist on or above the surface of the Coastal Landfill Parcel. In addition to assuming responsibility for all continuing and all new surface maintenance requirements, City shall bear responsibility for any additional subsurface maintenance requirement caused by the development and/or operation of Specified Recreational Uses on the Premises. In the future, during the term of this Lease Agreement, City shall become responsible for compliance with all new provisions, conditions and requirements of further revised plans and other regulatory documents relating to Specified Recreational Uses on the Premises and for all subsequent revised or new provisions, conditions and requirements of said plans and documents or new regulatory enactments relating to the surface maintenance of the Premises which may hereinafter become effective during the term of this Lease Agreement. The parties acknowledge that the various regulatory agencies may continue to name VRSD as the permittee, owner and/or responsible party for the Closure Plan, Postclosure Plan, and other regulatory documents. Nonetheless, City shall take all reasonable action necessary to assure that City's activities do not cause VRSD to be found by the regulatory agencies to be out of compliance with the Closure Plan,

Postclosure Plan, or any other regulatory document. City and VRSD agree that each shall carry out its responsibilities under this Section 8 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **City's Right to Withdraw Initial Applications for Plan Revisions.** City, at its sole discretion, may, at any time, prior to approval of the initial applications to be made to revise the Closure Plans and Postclosure Plans in existence on the date of this Lease Agreement to allow the initial development of Specified Recreational Uses, determine that the applications for revision to the Closure Plan and Postclosure Plan and/or all other regulatory documents shall be withdrawn; and, this Lease Agreement will, upon such withdrawal, automatically terminate. It is further agreed that City, in its sole discretion, may at any time after approval of the above referenced applications, terminate this Lease Agreement pursuant to Section 24 below.

d. **Plan Revision Process.** Revisions of the Closure Plan and Postclosure Plan, current or as revised in the future, as well as the revision of any and all other regulatory documents pertaining to land use on the Premises, including permits, requirements, orders and other regulatory directives, shall be processed by City and VRSD on a cooperative basis consistent with the provisions herein. No application for any revision to the Closure Plan and/or Postclosure Plan shall be submitted to the CIWMB or LEA until both VRSD and City have approved the submission of such application for revision. Neither VRSD nor City shall be obligated to apply for, support or accept any Plan revision proposed as a consequence of planned Specified Recreational Uses which increases the expense of the party responsible for complying with the provision objected to; provided that neither party shall oppose such provisions if the other party agrees to assume all liability for the expense of such provisions, except that notwithstanding anything contained in this Agreement, VRSD shall not be required to apply for, support or accept any Plan revision, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. City agrees that City shall pay and/or bear the full expense of preparing, processing and implementing the revised Closure Plan, Postclosure Plan, and other regulatory documents caused by or related to, directly or indirectly, the development of Specified Recreational Uses on the Premises.

e. **Financial Assurance Mechanism.** City acknowledges the legal requirements relating to the provision of financial assurance mechanisms for closed landfills. VRSD and City acknowledge that the existing financial assurance mechanism which has been established and funded by VRSD and approved by CIWMB may be revised as a result of revisions to the Closure Plan and Postclosure Plan necessitated by City's proposal to develop Specified Recreational Uses on the Coastal Landfill Parcel. VRSD shall continue to be responsible to the CIWMB for providing financial assurance in the amount stated in the Postclosure Plan's estimate of expense of fifteen (15) years of postclosure maintenance of the Coastal Landfill as specified in the cost estimate existing

on the date of this Lease Agreement (even though City, pursuant to this Lease Agreement, shall bear the actual expense, when incurred, of all surface maintenance and any expense of any additional subsurface maintenance required as a result of City's development of Specified Recreational Uses on the Coastal Landfill). On the other hand, City shall be responsible for providing financial assurance for all other new postclosure maintenance expenses as required by CIWMB as a consequence, direct and/or indirect, of Specified Recreational Uses including Specified Recreational Uses related surface maintenance requirements and all new subsurface requirements which are required as a result of Specified Recreational Uses proposed. City acknowledges that as a result of the application for revision to the Closure Plan and Postclosure Maintenance Plan which must be made in order to advance the development of Specified Recreational Uses on the Coastal Landfill Parcel, the CIWMB may implement additional financial assurance requirements. City shall be responsible for and hold VRSD harmless from any such additional Specified Recreational Uses related requirements. City also acknowledges that additional financial assurance requirements may be imposed in the future. City shall bear all costs, expenses and obligations of meeting such additional financial assurance requirements as relate to surface maintenance required because of the development and/or operation of Specified Recreational Uses on the Premises. VRSD shall expeditiously apply in accordance with CIWMB regulations to CIWMB for release of any financial assurance funding or security provided by City and release any funds held by VRSD which are due to City upon CIWMB approval of such release.

f. **Final Design.** After CIWMB and LEA approval of revisions to the Closure Plan and Postclosure Plan and all other necessary regulatory approvals, including, but not limited to the approval of the RWQCB, SWRCB and EPA, City shall develop final designs for Specified Recreational Uses improvements to be constructed upon the Premises. These final designs shall be submitted to VRSD for its review. VRSD may, within thirty (30) days after receipt of any submittal, comment upon any aspect of the designs which could potentially increase VRSD's cost of subsurface maintenance of the Coastal Landfill; provided, however, that, notwithstanding anything contained in this Agreement, VRSD shall not be required to accept any final design, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any of its covenants or obligations under the Gas Lease.

Notwithstanding VRSD's review of and comment on the final design, City shall release, indemnify, defend and hold VRSD harmless from any liability arising from any design defect, error, omission, or damage arising from the final design of all improvements to be constructed on the Premises.

g. **Environmental Documentation.** City shall be the lead agency for all environmental documentation relating to any and all development on the Premises. City shall fully comply with the California Environmental Quality Act ("CEQA"). City shall be responsible for defending or providing a defense to any action alleging non-compliance with CEQA or any other law, regulation, rule or permit arising out of the revision of the Closure Plan, Postclosure Plan or other regulatory document relating to Specified Recreational Uses or the Northwest Golf Community Specific Plan, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall hold

harmless, defend and indemnify VRSD in any such action, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall reimburse VRSD for any expense, including, but not limited to any expense for staff time, consultant time (including attorney time or other related expenses) incurred by VRSD in response to City's request made in connection with VRSD's defense.

h. **Development Liability.** City shall hold harmless, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any action, claim or liability arising out of City's approval of development occurring on the Premises or on the property covered by City's approval of the Northwest Golf Community Specific Plan. City shall reimburse VRSD for any expenses, including, but not limited to, any expense for staff time or consultant time (including attorney time or other related expenses) incurred by VRSD as a result of such action. For example, City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD in any administrative appeal or judicial action brought in any administrative forum or any court relating to the City's approval and/or development approved by City in the Specific Plan area, including, but not limited to, compliance with environmental documentation requirements, low income housing provisions, compliance with general plan or other planning requirements or other actions involving any City approval or City permit relating to development in the Specific Plan area. With respect to development of Specified Recreational Uses on the Premises, City shall bear all permit, annexation, zoning, development agreement and other regulatory costs, fees, charges or requirements. For example, City shall indemnify and hold VRSD harmless from annexation fees and other charges due Calleguas Water District and/or Metropolitan Water District of Southern California upon annexation and development of the Premises.

i. **Construction.** VRSD shall be entitled to inspect the Premises throughout the construction of all improvements on the Premises. Notwithstanding VRSD's inspection of construction activities, City shall release, indemnify, defend and hold VRSD harmless from any and all liability arising from the construction of any and all improvements on the Premises by City or City's contractors. All City contractors working on the Premises shall be obligated to name VRSD as an additional insured as to all insurance requirements imposed by the City on its contractors.

9. **MAINTENANCE.**

a. **Immediate Assumption of Maintenance of Coastal Buffer Parcel and Surface Maintenance of Coastal Landfill Parcel.** Immediately upon execution of this Lease Agreement, City shall take possession of and be responsible for the maintenance of the Coastal Buffer Parcel and the surface maintenance of the Coastal Landfill Parcel as provided in this Lease Agreement. From and after the date of this Lease Agreement, City shall be entitled to a non-exclusive right of reasonable access to the Coastal Landfill Parcel at any time, subject to the present or future subsurface maintenance operations of VRSD on the Premises and to the rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary

flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. The parties should coordinate their respective activities and meet quarterly to discuss upcoming activities on the Premises.

b. **Coastal Landfill Parcel Maintenance Responsibility.** Immediately upon execution of this Lease Agreement, City shall be responsible for complying with all surface maintenance requirements established under the then existing Postclosure Maintenance Plan and other regulatory documents including, but not limited to, the WDR. Upon approval of the revised Closure Plan and/or Postclosure Plan and other regulatory documents permitting Specified Recreational Uses, in accordance with this Lease Agreement, City shall be solely responsible for and obligated to maintain the surface of the Coastal Landfill Parcel in accordance with all requirements of said Plan and documents. VRSD shall retain the right of access to perform all subsurface maintenance of the Coastal Landfill for which VRSD shall remain responsible. City shall be responsible for complying with all surface maintenance activities on the Coastal Landfill including, but not limited to, the surface maintenance activities set forth in the Closure Plan, Postclosure Plan, and other regulatory documents and any revisions thereto. City shall bear all expense associated with Premises surface maintenance activity. City shall release, defend, and hold VRSD harmless from any and all expense relating to the surface maintenance of the Premises, except for expenses incurred by VRSD hereunder in maintaining subsurface maintenance facilities. City and VRSD agree that each shall carry out its responsibilities under this Section 9 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **Indemnification.** In consideration of entering into this Lease Agreement, City agrees that, City shall indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD), and hold VRSD, and each of VRSD's directors, employees, attorneys, and agents (collectively, "Indemnitees") harmless from any and all claims, liabilities, liens, losses, judgments, orders, actions (including actions arising from personal injury to or death of third persons or property damage), expenses, fines, penalties, governmental directives or inquiries, environmental response costs of any type (including without limitation reasonable attorneys' and environmental consultants' fees) (collectively "Liabilities"), arising from or related to City's design, construction, maintenance, repair, operation and/or use of the Premises, except to the extent such liabilities are caused by Indemnitees' acts, omissions, or negligence.

d. **Release.** City hereby fully releases Indemnitees from any and all claims which City may have now or in the future against Indemnitees for any damage or liability arising from the use of the Premises by City. As a material covenant and condition of this Lease Agreement, City agrees that in the event of any adverse event, situation or condition regarding the use of the Premises by City, City shall look solely to parties other than Indemnitees, and Indemnitees shall not be

responsible in any way therefor, and no cause of action shall lie, nor shall any judgment, however obtained, be executed against Indemnitees or any of them except to the extent such adverse event, situation or condition is caused by Indemnitees' acts, omissions or negligence.

With respect to the foregoing release, City fully waives any rights or benefits available to City under the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

City acknowledges that its attorney at law has explained to City the meaning and effect of this statute. City understands fully the statutory language of Civil Code Section 1542, and with this understanding, City nevertheless elects to, and does, assume all risk as against Indemnitees regarding such damages or liabilities, whether arising before or after the making of this Lease Agreement and whether now known or unknown, and City specifically waives any rights City may have under California Civil Code Section 1542. City fully understands that if the facts with respect to which this release is executed are later found to be other than or different from the facts now believed by it to be true, City expressly accepts and assumes the risk as against Indemnitees of that possible difference in facts, and agrees that this release shall be and remain effective notwithstanding that difference in facts.

Therefore, the provisions of Civil Code Section 1542 (and any other or similar provisions of common or statutory law of any state of the United States) are hereby waived by City as to all matters released herein and City acknowledges that this waiver is an essential and material term of this Lease Agreement without which this Lease Agreement would not have been executed by VRSD. City acknowledges and recognizes that City may hereafter discover facts different from or in addition to those which City now knows or believes to be true with respect to the claims released herein. However, City intends by this Lease Agreement to fully, finally and forever settle and release the claims set forth herein, whether these claims heretofore have existed, now exist, may now exist, or will exist upon the discovery of additional facts. In furtherance of this intention, this Lease Agreement shall remain in full and complete effect in all respects, notwithstanding the discovery by VRSD or City of the existence of additional or different facts relating to the claims hereby released.

10. **GAS AND CONDENSATE COLLECTION AND FLARE SYSTEM**

a. **Collection System.** City acknowledges that VRSD owns the landfill gas generated under the Premises. City acknowledges the existence and contents of the April 22, 1983, Landfill Gas Lease and Operating Agreement for Conversion Systems among Cambrian Energy Systems,

Inc., Ventura Coastal Corporation and VRSD, and the April 18, 1991, First Amendment to Landfill Gas Lease and Operating Agreement for Conversion Systems between Oxnard Landfill Associates and VRSD (collectively referred to as the "Gas Lease"). City acknowledges that: (i) "Lessee" under said Gas Lease (originally Cambrian Energy Systems, Inc. and currently Ogden Power Pacific, Inc., a subsidiary of Ogden Energy, Inc.), has comprehensive rights of way over the Premises to extract landfill gas from the Coastal Landfill and collect this gas and transport it to its energy facility as described in said lease; (ii) these rights, include, but are not limited to, the right to construct, repair, replace, relocate, and maintain gas extraction wells, collection piping, collection traps, valves, monitoring equipment, blowers, pumps and other improvements related to the development of the gas rights in the Coastal Landfill; and (iii) the Lessee under said Gas Lease also has the right to place and maintain on the Coastal Landfill Parcel tanks, roads, pipelines, power lines and other improvements necessary to the Lessee's operations subject to limitations set forth in the Gas Lease. City acknowledges and agrees that its right to use and occupy the property under this Lease Agreement are subject to the rights of the Lessee and VRSD under said Gas Lease and that VRSD and/or the Lessee shall reserve ownership and possession of these gas collection improvements. VRSD agrees that it will be primary liaison with the Lessee regarding the coordination of Specified Recreational Uses with the Lessee's operations and the exercise of Lessee's rights under the Gas Lease. VRSD shall use commercially reasonable efforts to obtain the Lessee's reasonable commercial cooperation with Specified Recreational Uses; provided that City releases VRSD from any liability arising from the Lessee's failure to cooperate. City acknowledges, however, that notwithstanding anything contained in this Lease Agreement, VRSD makes no representation that the Lessee under the Gas Lease has agreed to, authorized or consented to, or will agree to, authorize or consent to, any particular action in respect of the activities contemplated hereunder. City further agrees that in the event the Gas Lease is terminated, VRSD shall be deemed to have succeeded to all of the rights, including rights of way over the surface of the Coastal Landfill Parcel created in the Lessee under said Gas Lease. In the event VRSD succeeds to Lessee's right, VRSD shall cooperate with City's operation of Specified Recreational Uses in a commercially reasonable manner.

City agrees to cooperate with the Lessee, and, subsequently, VRSD in Lessee's and VRSD's exercise of said Gas Lease rights of way. City also agrees to cooperate with Lessee and VRSD with regard to the gas and condensate collection system on the Premises, including any improvements, alteration, repair and/or maintenance of said system that may be undertaken by Lessee and/or VRSD. City shall coordinate its activities on the Premises with VRSD with respect to the activities which may affect rights under the Gas Lease. City agrees that to the extent the Closure Plan, Postclosure Plan or other regulatory documents require changes, because of the development of Specified Recreational Uses on the Premises, to the gas extraction and collection system built and owned by Lessee and/or VRSD pursuant to the Gas Lease, and VRSD and/or Lessee implement such changes, all work relating to such changes shall be at City's sole expense and City shall not initiate construction work on the Coastal Landfill Parcel until all work relating to such changes has been completed. Before commencing such gas system revision work, VRSD shall obtain City's approval of the specifications, budget and any construction contracts relating to such changes to the gas system. City shall pay the entire estimated cost of such work to VRSD before such work commences and upon the completion of the work VRSD shall provide City a complete

accounting of the expense of the work and either refund to City any unexpended portion of the City's initial payment of the estimated cost or collect from City any amount reasonably incurred by VRSD in excess of City's initial payment of the estimated cost. All work shall be completed in a commercially reasonable manner consistent with the requirements of all regulatory agencies. If City does not approve the proposed work and pay the estimated cost, VRSD will be under no obligation to implement the work. In the event that any changes to the gas extraction and collection systems are made hereunder, City shall bear the full expense of making such changes and shall hold harmless, defend and indemnify the Lessee and VRSD from any and all costs, liability, or regulatory enforcement activity related to any such change made to the gas extraction and/or collection system. For example, the amended Closure Plan or other regulatory requirement may require that gas extraction systems be fenced, that collection pipelines be buried and/or that other protective measures be taken with respect to any part of the landfill gas extraction, collection and distribution system. The total cost to VRSD of completing all of the work of designing, constructing, burying (including the importation of soil to bury the collection pipes) and maintaining changes to such systems necessitated by Specified Recreational Uses that may be carried out during the term of this Lease Agreement shall be borne by City and City shall promptly pay or reimburse VRSD for all VRSD expenses, including expenses associated with utilization of VRSD staff, VRSD consultants and/or the Lessee relating to such work. Any soil imported as part of this construction work shall meet City's specifications. City may require VRSD to use soil procured by City for this work in order to reduce construction costs.

b. **Flare Station.** City acknowledges the existence of a landfill gas flare station located on the northern portion of the Coastal Landfill Parcel as illustrated on Exhibit A. Notwithstanding any other provision of this Lease, City agrees that all of the area located within the fencing surrounding said flare station shall not be used by City or City's contractors and City shall design and operate any Specified Recreational Uses in the vicinity of the flare so as to discourage any recreational activity within 100 feet of the fence surrounding the flare. VRSD shall be responsible for maintaining all landscaping inside the fencing surrounding the flare station. City shall provide water to VRSD, out of the City's Entitlement, defined at section 14b below, at the cost of pumping the water from the Coastal Water Well (utility extraction cost and UWCD and GMA pump charges), for such landscaping. VRSD shall be responsible for the maintenance of the flare equipment or gas piping system associated with the flare station. VRSD shall, at its sole expense, continue to operate the flare and the associated facilities in compliance with all regulatory requirements including the requirements of CIWMB, LEA, and APCD.

c. **Condensate Collection.** City acknowledges the existence of condensate collection tanks on the Premises which store landfill condensate from the gas and condensate collection system for the Coastal Landfill. VRSD shall have access to repair, maintain and service said tanks.

d. **Gas Royalties.** This Lease Agreement does not modify, in any fashion, the Gas Lease and VRSD shall continue to be entitled to receive all royalties paid by the Lessee under said Gas Lease.

11. LANDFILL GAS AND GROUNDWATER.

a. **Groundwater.** City acknowledges that RWQCB has adopted WDR's and groundwater monitoring requirements for the closed Bailard Landfill, Coastal Landfill, and Santa Clara Landfill. City acknowledges that prior to the development of Specified Recreational Uses, revisions are likely to be made to the Bailard Landfill, Coastal Landfill and Santa Clara Landfill WDR's and groundwater monitoring requirements as a result of RWQCB's review of the proposed Specified Recreational Uses on the Coastal Landfill Parcel. To the extent RWQCB requires revisions to the monitoring requirements as a result of the proposed Specified Recreational Uses, and such changes increase the expense which VRSD incurs in its postclosure maintenance of the subsurface of the Bailard Landfill Parcel or the Santa Clara Landfill or the Coastal Landfill Parcel, City shall reimburse VRSD for the full amount of any such increase. For example, if RWQCB, determines, as a result of the proposed golf course development, that VRSD is required to drill additional monitoring wells or test additional constituents or increase the monitoring frequency or standards, City shall reimburse VRSD for the actual expense to VRSD of all VRSD staff time, consultant time, laboratory expense and other costs associated with compliance with such revisions as these expenses are incurred, throughout the term of this Lease Agreement, payable thirty (30) days after VRSD's delivery of invoices to City. VRSD shall also retain the right of access to and possession of all monitoring well sites approved by RWQCB on the Premises, including any located on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel.

City also acknowledges that RWQCB may impose irrigation restrictions, cover system improvements or other conditions upon the development of Specified Recreational Uses in order to protect groundwater in the vicinity of the Premises. City agrees to comply with all restrictions and conditions on the development and operation of Specified Recreational Uses imposed by RWQCB as well as CIWMB, LEA, APCD or any other regulatory agency at City's sole expense and City further agrees to hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violation of any groundwater regulatory requirements by City or City's contractors or arising from the Specified Recreational Uses on the Premises.

City further acknowledges that as a result of the proposed Specified Recreational Uses on the Coastal Landfill Parcel, environmental impacts may occur in the future which may lead to the requirement for remediation of surface or subsurface conditions impacted or caused by the construction, operation and/or maintenance of Specified Recreational Uses on top of a closed landfill. City shall hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any and all expense, liability, regulatory action or remediation costs associated with or caused by the development of Specified Recreational Uses on the Coastal Landfill Parcel.

b. **Subsurface Gas.** City acknowledges that the decomposing waste buried in the Coastal Landfill creates landfill gas, including methane gas. City acknowledges that some

constituents of the landfill gas may be hazardous and toxic. City further acknowledges that methane gas is combustible. City further acknowledges that the landfill gas can travel laterally subsurface. Throughout the term of this lease, VRSD shall remain responsible for and bear the full expense of monitoring subsurface migration of landfill gas from the Coastal Landfill Parcel. VRSD shall continue to maintain and monitor monitoring wells as required by CIWMB and the LEA. VRSD shall control the migration of landfill gas. As gas generation declines, VRSD shall be obligated to and have the right of access to the Premises in order to construct further gas wells and related collection piping and facilities in accordance with regulatory requirements. VRSD and City shall meet and cooperate in developing plans for such construction with the intent to avoid, to the extent consistent with regulatory and gas system operational requirements, unreasonable interference with Specified Recreational Uses.

City acknowledges that a subsurface gas migration barrier slurry wall has been constructed along the southern boundary of the Santa Clara Landfill and the eastern boundary of the Coastal Landfill. City shall not undertake or authorize any construction activity which damages the structural integrity or operational functionality of the slurry wall located on the Coastal Landfill Parcel.

City also agrees that City and City contractors, including the operator of any Specified Recreational Use on the Coastal Landfill Parcel, shall not undertake any activity, including excessive irrigation, as determined in writing by CIWMB, RWQCB, LEA or County of Ventura, which causes an increase in the expense to VRSD of its postclosure subsurface maintenance obligations, and City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any such activity by City or City's contractor.

c. **Surface Emissions.** City acknowledges that landfill gas can escape from the closed landfill through cracks in the surface of the cover lying over the buried waste. City acknowledges that by leasing the Premises, City has assumed responsibility for maintaining the surface of the closed landfill so that all cracks are filled and no leaks of gas are permitted through the surface in excess of the amount of gas allowed pursuant to APCD's Rules 74.17, and 74.17.1 and such other laws, regulations, rules or regulatory orders which exist now or may be adopted in the future. VRSD shall, at VRSD's expense, conduct Coastal Landfill surface emission monitoring and reporting to APCD under APCD Rules 74.17 and 74.17.1 and successor regulations. City acknowledges that these rules may require periodic sweeps on 100 foot or smaller grids laid over the Coastal Landfill Parcel. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violations of any such law, regulation, rule or regulatory order relating to City's maintenance of the surface of the Premises, except to the extent of liability caused by VRSD's negligence. City and VRSD agree that each shall carry out its responsibilities under this Section 11 without impairing any rights of Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas

extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

12. **EASEMENT FOR SETBACK AND IMPACT DISCLOSURE.**

a. **Adjacent Private Property.** Except as provided in subsection 12.a.1 below, City, in regulating the development of the Northwest Golf Community Specific Plan area, shall require the owners of the property lying to the south of the Coastal Landfill Parcel to execute and record an easement or other agreement providing for a 300 foot setback, measured from the property line of the Coastal Landfill Parcel, prohibiting any construction of any enclosed structure within the 300 foot setback. Drainage facilities are not considered to be enclosed structures. The City shall also require the developers of the property to disclose in writing to prospective buyers of the property that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Bailard Landfill Parcel and/or Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne or otherwise transmitted.

1. **Historical Building Parcel.** Subject to the conditions stated in this subsection, City may allow construction of an enclosed structure on the Historical Building Parcel described in the Specific Plan; provided the City has made a written determination that the use of such structure shall not expose the users thereof to unacceptable risks of injury or property damage caused by landfill gas migrating from the Coastal Landfill Parcel. City, in regulating the development of the Historical Building Parcel, shall not allow the construction of buildings or other enclosed structures or improvements of any kind, except drainage or water detention facilities, within 150 feet of the Coastal Landfill Parcel. City shall not permit the construction of any residential building on the Historical Building Parcel. City shall not permit any structure on any portion of the Historical Building Parcel to be used for residential use. City shall implement and enforce building requirements for all improvements constructed on the Historical Building Parcel in order to protect any occupants or users of such structures from being exposed to any hazard associated with the migration of landfill gas from the Coastal Landfill Parcel. City shall not permit any construction on the Historical Building Parcel until the owners of that Parcel have executed and recorded (1) an Access Easement from Vineyard Avenue to the Coastal Landfill Parcel in a form acceptable to VRSD, (2) a Declaration and Establishment of Covenants, Conditions and Restrictions in a form acceptable to VRSD, and (3) any subordination documents necessary to remove any cloud on the priority of the rights conferred by the easement and the declaration. City shall quitclaim all of its interest in the property covered by this access easement except for a nonexclusive right of way for ingress and egress to the Patterson Drain.

b. **Adjacent City Property.** City, in managing the use of City owned property in the Northwest Golf Course Community Specific Plan area, shall not construct or permit construction of enclosed structures within 300 feet of the Coastal Landfill Parcel, except for Specified Recreational

Uses related restrooms, snack shops with open air seating, and/or unenclosed shelters, and a Specified Recreational Use maintenance facility, and drainage facilities, provided all such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas. City further acknowledges that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the City's property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne, or otherwise transmitted (collectively called "Environmental Impacts to City's Property"). City expressly assumes and accepts all risk of such Environmental Impacts to City's Property. City, for itself and on behalf of its transferees, assigns and successors in interest, hereby agrees to waive, release and forever discharge VRSD from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, cost or expense, including attorneys' fees and consultant fees, of any kind or nature whatsoever, whether for property damage, personal injury, death, or otherwise, past, present, or future arising from the Environmental Impacts to the City's Property, subject only to the limitation, to be narrowly interpreted to avoid diminution of the broad release intended here, that VRSD shall not conduct Landfill postclosure maintenance activities after the date of this Lease Agreement in a grossly negligent manner.

13. **FLOOD CONTROL.**

a. **Patterson Drain.** City holds an easement to the Patterson Drain as illustrated on Exhibit A. City shall be solely responsible for the maintenance of this drain, including the maintenance of any landscaping lying within the drainage easement. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to City's operation and/or maintenance of the Patterson Drain.

b. **Victoria Avenue Drain and Flood Control Flap Gate.** City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to or arising out of the City's use, operation or maintenance of any Specific Plan area drainage features existing now or constructed in the future, including the Victoria Avenue drain, the Ventura County Flood Control flap gate, except to the extent caused by VRSD's acts, omissions or negligence.

c. **VRSD Not Liable for Flood.** VRSD shall not be liable for any injury, damage, or loss suffered, sustained or claimed by City or the employees of City or any other persons injured on the Premises, arising from or related to flood, seepage, other waters upon the Premises, drainage or lack of drainage, irrigation or lack of irrigation, or any causes beyond the control of VRSD unless such liability arises from VRSD's acts, omissions or negligence.

14. WATER

a. **Water Rights.** VRSD and City agree that any and all water rights or water entitlements appurtenant to the Coastal Buffer, Coastal Landfill, Bailard Buffer and Bailard Landfill Parcels (collectively "VRSD Parcels") shall remain the property of VRSD, and shall be deemed to benefit and run with VRSD's ownership of the VRSD Parcels. VRSD and City agree that any and all water rights or water entitlements appurtenant to the real property addressed by the Specific Plan, excluding the VRSD Parcels, but including the entire GMA allocation attributable to the Swift Well (Swift Allocation; State Well No. 2N/22W-29M1), shall be the property of the City upon transfer to the City of all real property necessary to implement the Specific Plan. Water rights or water entitlements addressed by this section include riparian, overlying or prescriptive water rights, and any and all allocation or entitlement granted under or pursuant to ordinances of the Fox Canyon Groundwater Management Agency ("GMA") or any government agency with authority to regulate groundwater use on the VRSD Parcels and the real property associated with the Specific Plan. VRSD shall allow City, and City shall allow VRSD, the right to use a portion of the water produced in accordance with the water rights and water entitlements under the terms and conditions described in this section; provided, however, that all such rights granted to City by VRSD under this Lease Agreement shall be subject to the rights of Lessee under the Gas Lease, including Section 9 thereof.

b. **VRSD Landfills GMA Allocation.** With respect to the Coastal Landfill and Bailard Landfill Parcels, GMA has authorized and issued to VRSD, through VRSD state well numbers 2N/22W-29D4, 29D5, 30C5, 30C6, 30K1 and 30L2, a total of 260.4 acre feet of baseline allocation ("VRSD Landfills Baseline Allocation"), 39.514 feet of historical allocation ("VRSD Landfills Historical Allocation"), and any credits accruing on the VRSD Landfills Historical Allocation (the VRSD Landfills Baseline Allocation and the VRSD Landfills Historical Allocation are collectively referred to as the "VRSD Landfills Allocation"). Effective upon City's assumption of surface maintenance responsibilities for the Coastal Landfill Parcel under Section 9(b) above, and continuing so long as City continues to be responsible for and provides the required surface maintenance for the Coastal Landfill Parcel City and VRSD agree that, subject to GMA or other regulatory requirements, water produced in accordance with the VRSD Landfills Allocation shall only be used as follows:

(i) City shall have the exclusive right to use, for the sole purpose of constructing and irrigating Specified Recreational Uses developed on the Coastal Landfill Parcel pursuant to the Specific Plan, 93 acre feet per year of VRSD Landfills Baseline Allocation and 17 acre feet per year of VRSD Landfills Historical Allocation ("City's Entitlement").

(ii) VRSD shall have the exclusive right to use 167.4 acre feet per year of VRSD Landfills Baseline Allocation, the acre feet per year of VRSD Landfills Historical Allocation remaining, if any, after City's use of City's Entitlement, and any GMA credits accruing on the VRSD Landfills Historical Allocation, for any use on the Bailard Landfill Parcel, and to meet regulatory offset requirements relating to VRSD's operations at its Toland Road Landfill ("VRSD Entitlement").

(iii) On or before October 1 of each year, VRSD shall provide written notice to the City of the amount (in acre feet), to be determined in VRSD's sole discretion, subject to GMA or other regulatory requirements, of the VRSD Entitlement that VRSD, subject to the mutual agreement of City and VRSD as to the price of water as described below, will provide to the City for the City's exclusive use in the calendar year during which the written notice is provided ("VRSD Designation"). City shall respond with a written notice of how much of the VRSD Designation City agrees to use ("City Notice"). City shall have the exclusive right to use the entire amount stated in the City Notice only for the calendar year for which the VRSD Designation applies, subject to the payment by City to VRSD of VRSD Water Fees as defined below. As used herein, "VRSD Water Fees" shall mean an amount calculated by multiplying the number of acre feet of water used by City times the price of water set annually by the mutual agreement of VRSD and City as to the price of water for each year. If there is no mutual agreement, VRSD shall not be obligated to provide a VRSD Designation. City shall make payment in full to VRSD for the amount of water designated in the City Notice within thirty (30) days of the date City and VRSD agree upon a price for the use of the water.

c. **Other Water Rights Appurtenant to Premises.** For so long as City assumes surface maintenance responsibilities for the Coastal Landfill Parcel, VRSD grants to City the right to exercise any and all riparian rights associated with the Premises.

d. **Water Supply to Premises.** City may provide water to the Premises through any facilities needed and necessary, including VRSD state well number 29D5 (Coastal Water Well), subject to the conditions and limitations in this Lease Agreement. In light of the duration of this Lease Agreement, City shall be responsible for, and bear the full expense of the operation and maintenance of the Coastal Water Well as though City were the owner of the well. City, in its sole discretion, and at its sole expense, may repair or abandon the Coastal Water Well. If City abandons the Coastal Water Well, VRSD and City shall cooperate in selecting the most effective location and arrangement of the replacement to the Coastal Water Well and associated piping. If VRSD and City cannot agree on such location and arrangement, then, subject to GMA regulation, City shall make those decisions in a manner that VRSD incurs no greater cost than would be the case if the location and arrangement proposed by VRSD were selected. Provided however, should this Lease Agreement terminate, City shall, at its sole expense, provide a replacement well equivalent to the Coastal Water Well on the Coastal Landfill Parcel.

e. **Water Supply to Bailard Buffer Parcel.** VRSD has historically relied on the water well located on the land owned by Raymond E. Swift, successor trustee, known as the Swift Well (State Well No. 29M1), to supply water to the Bailard Buffer Parcel and the Coastal Buffer Parcel. The Swift Well will be abandoned during construction of the development provided in the Specific Plan. City agrees that before the Swift Well is abandoned VRSD shall drill a new well on the Bailard Buffer Parcel to serve the Bailard Buffer Parcel, with capacity to serve the Coastal Buffer Parcel if this Lease Agreement is ever terminated. City shall reimburse VRSD for seventy-five percent (75%) of the capital costs of drilling and equipping a new well on the Bailard Buffer Parcel, provided that in no event shall City be obligated to pay VRSD more than seventy-five thousand

dollars (\$75,000) for such new well capital costs. City shall pay such costs within thirty (30) days of City's receipt of well cost invoices from VRSD. VRSD shall be solely responsible for compliance with any statutes, ordinances, rules or regulations applicable to the construction and operation of the new Bailard Buffer Parcel Well. VRSD shall be responsible for applying to GMA for permission to use an efficiency extraction to serve the Bailard Buffer Parcel. VRSD shall be solely responsible for the operation, maintenance, repair or replacement costs for the new Bailard Buffer Parcel well constructed pursuant to this paragraph.

Effective upon the GMA's approval of the assignment to the City of the Swift Allocation, and continuing through the term of this Lease Agreement, City shall make available for use by VRSD or its lessee, at the option of VRSD in its sole discretion and subject to approval by GMA if such approval is required, up to but no more than 110 acre feet per year of the Swift Allocation (VRSD Swift Entitlement) for use on the Bailard Buffer Parcel. Use by VRSD of the VRSD Swift Entitlement is contingent upon the GMA's approval of the assignment to the City of the Swift Allocation, and limited to that assigned amount recognized and approved by the GMA as corresponding to the historical irrigation of the Bailard Buffer Parcel using the Swift Allocation. Use by VRSD of the VRSD Swift Entitlement, if any is approved by the GMA, shall terminate, and all rights to the VRSD Swift Entitlement shall revert to the City, when the Bailard Buffer Parcel ceases to be used for commercial agricultural production at approximately the same level of production as exists at the time of execution of this Lease Agreement. Except as provided in this subparagraph 14(e), the City shall have no responsibility to provide water service, or any water rights or entitlement to VRSD for use on the Bailard Buffer Parcel.

f. Reporting and Payment of GMA and UWCD Pump Charges. City and VRSD shall coordinate, as frequently as necessary, their groundwater extraction reporting to the GMA and United Water Conservation District (UWCD) associated with the VRSD Landfills Allocation and, if applicable, VRSD Swift Allocation so that appropriate payment to the GMA and UWCD can be made timely for all groundwater extractions made hereunder by City, VRSD and VRSD's lessee. City shall be solely responsible for regional pump charges (i.e. UWCD and GMA pump charges, and any other pump charges that may be imposed by a court or water management agency other than City) associated with City's use of the City Entitlement and that amount of water designated in the City Notice. VRSD shall be solely responsible for regional pump charges associated with its or its lessee's use of the VRSD Entitlement. City and VRSD acknowledge and agree that the GMA imposes a penalty on water use above that made available through its allocations and that each entity is solely responsible for its individual penalties or surcharges associated with its or its lessee's respective overuse of groundwater.

g. Water Availability. City and VRSD acknowledge that neither City nor VRSD has made any representations, warranties or guarantees with respect to the availability, quantity or quality of any water supplies or sources which may be required by City for the operation of a golf course on the Premises. City acknowledges and agrees that City shall be solely responsible and liable for the acquisition of all water which may be required by City, as well as any and all water necessary for the conduct of its operations on the Premises, at City's sole costs and expense, including, but not limited to, all expenses related to all state or local water fees, charges,

assessments, annexation fees, connection fees, standby fees, levies, and other costs imposed to provide such water. In the event City purchases water from a water supplier or other party, City agrees to pay such water bills directly and to indemnify, defend and hold VRSD, and the Premises, harmless from any and all obligations for the payment of such bills.

h. New Regulations. If the GMA or any other regulatory agency adopts new requirements which reduce the GMA Allocation or otherwise restricts further the right to pump water for the VRSD Parcels, then the City Entitlement and the VRSD Entitlement shall be reduced proportionately based on the ratio between the two entitlements.

15. ASSESSMENTS. Except to the extent of any amount due as a result of VRSD's or the Lessee's use of utilities, City shall pay at its sole cost and expense, and prior to delinquency, all assessments, annexation fees, charges (excluding standard utility charges) and real property taxes levied, imposed or assessed upon the Premises and improvements thereon during the Lease term, including, but not limited to, the amount of all assessments, levies, taxes, imposts and other charges imposed or levied by United Water Conservation District ("UWCD"), Ventura County Groundwater Management Agency ("GMA"), Calleguas Municipal Water District, or any successor, replacement, assignee or substituted entity thereof, for any purpose, including, but not limited to, the provision of water, water facilities or related services and/or any other utility service to the Premises during the term of this Lease. City shall pay, at its sole cost and expense, and prior to any delinquency, all taxes and assessments imposed on any personal property or trade fixtures belonging to City and located on the Premises.

16. UTILITIES. City, at its sole cost and expense, shall pay for all utilities including, but not limited to, telephones, gas, electricity, water and sewage and rubbish removal used in or on the Premises, before the same become delinquent, and City shall hold VRSD harmless from any liability, cost or expense for such utility charges, except that VRSD shall bear the expense of utility services used by VRSD. the Lessee shall bear the Lessee's own utility service expenses.

17. EXTERNAL ACCESS. VRSD has access to the Premises from Victoria Avenue and Gonzales Road over rights of way over the Northwest Golf Course Community Specific Plan area as illustrated on Exhibit A by the easements recorded in the Official Records of Ventura, California ("Records") document number 94-125434 ("Buffer Access Easement") and records document number 86-043729 ("Coastal Access Easement"). City shall accommodate VRSD's access to the Premises by requiring that any development occurring over the Buffer Access Easement and/or the Coastal Access Easement, preserve or relocate adequate easements and roads for VRSD's right of way to the Premises.

18. INTERNAL ACCESS.

a. Subsurface Maintenance Access. During the term of this Lease Agreement, VRSD shall retain a non-exclusive right of way over the Premises and shall have the right, but not the obligation, to construct, repair, maintain and replace subsurface maintenance facilities and related landfill impact mitigation and remediation installations reasonably necessary to permit VRSD's

fulfillment of its landfill postclosure subsurface maintenance obligations. VRSD shall notify City of the location of and construction schedule for any new well or other subsurface facility prior to construction of such well or facility on either the Coastal Buffer Parcel or Coastal Landfill Parcel. City shall, at its expense, maintain roads which provide VRSD access to all subsurface maintenance facilities, including maintenance of the access roads which are located on the western, northern and eastern perimeter of the Coastal Landfill Parcel in the same condition as they exist as of the date of this Lease Agreement. City shall, at its expense, maintain or relocate other internal access roads on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel, including the southern perimeter road existing on the Coastal Landfill Parcel as of the date of this Lease Agreement, to provide structurally reinforced all weather access, including cart paths, for VRSD staff and contractors to all subsurface maintenance facilities. All vegetation and golf course landscaping and other improvements shall be kept mowed, trimmed and/or maintained in a fashion that allows VRSD clear, unobstructed access to all such subsurface maintenance facilities and that provides adequate protection against fire hazard. City and VRSD agree that each shall carry out its responsibilities under this Section 18 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

b. **Interference with Recreational Activities.** VRSD shall, to the extent reasonably and commercially practicable, avoid and minimize interference with Specified Recreational Uses. However, it is acknowledged that Specified Recreational Uses related activity may have to be temporarily diverted or stopped to allow VRSD to comply with postclosure regulatory requirements for monitoring and/or maintenance. VRSD shall not, under any circumstances, be responsible for consequential damages related to City's inability to provide recreational uses on the Premises, including any loss of golf course playing time. VRSD shall notify City of VRSD's maintenance schedule and reasonably coordinate its activities with the City's golf course operations. VRSD shall indemnify, defend and hold City harmless for any golf play caused damages or injuries sustained by VRSD employees who are on the Premises while golf is being played.

19. **TITLE.** City acknowledges review, approval and acceptance of the state of the title to the Premises as recorded in the Recorded Official Records of the County of Ventura. City shall not, at any time during the Lease term, encumber City's leasehold interest or VRSD's fee title by deed of trust, mortgage, lien or any other similar security instrument. City hereby agrees to indemnify and hold VRSD and the Premises free and harmless from all liability for any and all liens, mortgages, deeds of trust, claims and demands, including reasonable attorneys' fees, and all costs and expenses in connection therewith.

20. **REPAIRS AND RESTORATION.** City shall assume full responsibility for the maintenance and repair of the Premises except for any facilities owned or operated by the Lessee under the Gas Lease and, further, except for facilities maintained by VRSD in the discharge by VRSD of VRSD's subsurface maintenance of the closed Coastal Landfill, which facilities shall be interpreted to mean all gas migration monitoring and collection wells and piping, all equipment relating to the gas flare

station, all groundwater monitoring wells, all condensate collection tanks, all aerial survey plates (hereinafter "VRSD maintenance facilities"). Except for the VRSD maintenance facilities, City shall keep in good order, condition and repair the Premises and every part thereof, structural and non-structural, (whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to City, and whether or not the need for such repairs occurs as a result of City's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation the generalization of the foregoing, all landscaping, driveways, roads, irrigation systems, parking lots, drainage improvements, fences, signs and all other improvements located on the Premises. Except as expressly stated herein to the contrary, it is intended by the parties hereto that VRSD has no obligation, in any manner whatsoever, to repair, maintain, replace, improve or otherwise perform any work whatsoever on the Premises. City expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford City the right to make repairs at VRSD's expense or to terminate this Lease Agreement because of VRSD's failure to keep the Premises in good order, condition and repair.

City, at City's cost and expense shall make all alterations, additions, or repairs to the Premises or the improvements or facilities on the Premises required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity and arising from development or use of the Premises as a golf course. Further, City shall observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises or the improvements or facilities on the Premises by any federal, state, county, local or other governmental agency or entity. City and VRSD agree that City shall carry out its responsibilities under this Section 20 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

21. **INDEMNITY AND INSURANCE.**

a. **Indemnity.** VRSD shall not be liable for any loss, damage or injury of any kind or character ("liability") to any person or property arising from City's use of the Premises, or any part thereof, or caused by any defect in any improvement constructed by or for City thereon or in any equipment or other facility therein constructed or furnished by or for City, or caused by or arising from any act or omission of City or of any of its agents, employees, licensees, or invitees, or by or from any accident on the Premises, or any fire or other casualty thereon, or occasioned by the failure of City to maintain the premises in safe condition; and City hereby waives on its behalf all claims and demands against VRSD for any such loss, damage or injury to City, and hereby agrees to indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and hold VRSD entirely free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising therefrom except to the extent such liability is caused by VRSD's acts, omissions or negligence.

b. **Insurance.** City shall, at its sole cost and expense and at all times during the term of this Lease, maintain in force and effect risk management practices for the benefit of VRSD and City. City's risk management practices include a self-insured retention and excess insurance coverage for general liability. On the date of execution of this Lease Agreement the City is self-insured for comprehensive general liability to a limit of \$1,000,000 and has excess insurance coverage of \$24,000,000 to a limit of \$25,000,000. VRSD finds such practices and City's self-insured retention and excess insurance coverage to be satisfactory. City retains sole discretion to change its risk management practices during the term of this Lease Agreement, provided that such practices provide VRSD with protection from loss which is substantially equivalent to the protection afforded by City's risk management practices in effect on the date of this Lease Agreement. Throughout the term of this Lease Agreement VRSD shall be named as an additional insured under City's excess insurance coverage.

22. **ASSIGNMENT AND SUBLETTING.** As a material component of the consideration for this Lease Agreement, City agrees that City shall not assign or sublease the Premises without VRSD's consent, which can be arbitrarily withheld for any reason whatsoever; and VRSD agrees that VRSD shall not assign its rights or duties under this Lease Agreement without City's consent, which can be arbitrarily withheld for any reason whatsoever. Any net rent paid to City by any assignee or sublessee not consented to by VRSD shall be paid by City to VRSD.

23. **DEFAULT.**

a. **Default by City.** Each of the following events shall be deemed to be an event of default hereunder:

- (i) If City shall fail, neglect or refuse to pay any monies due hereunder or under the Agreement for Waste Disposal and/or Water and Wastewater Service Agreement, at the time and in the amount as therein provided, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or
- (ii) If City shall fail to commence and thereafter to continuously conduct its operations on the Premises within the times and in the manner herein provided; or fail to use, maintain and operate the Premises as herein required or abandon the property, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or
- (iii) If City shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such default, if of a nature which can be cured, continues for more than fifteen (15) days after notice thereof in writing given to City by VRSD (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer

period of time to cure than thirty (30) days, City shall be deemed to have complied with such notice if City has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given; or

- (iv) If any voluntary petition in bankruptcy or similar debtor's pleading under any section or sections of any bankruptcy act shall be filed by City, or if any voluntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or to effect upon City a plan of liquidation, composition or reorganization, or if any involuntary proceeding of the aforesaid nature be filed and City consents thereto or agrees therein by pleading or default, or if City makes any assignment of its property for the benefit of creditors, or the Premises are taken under a levy of execution or attachment in an action against City, or if a trustee or receiver is appointed over any substantial portion of City's assets or City's operations on the Premises, then neither this Lease nor any interest of City in or to the Premises shall become an asset in any such proceeding, and if any of the aforesaid occurrences is not dismissed or discharged within fifteen (15) days after VRSD's demand, or thirty (30) days after such occurrence, whichever date first occurs.

b. **Default by VRSD.** If VRSD shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by VRSD, and such default, if of a nature which can be cured, continues for more than thirty (30) days after notice thereof in writing given to VRSD by City (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer period of time to cure than thirty (30) days, VRSD shall be deemed to have complied with such notice if VRSD has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given.

c. **VRSD Remedies.** Upon an event of City's default hereunder, VRSD shall have the right at any time thereafter to terminate this Lease forthwith and reenter the Premises and take possession thereof and remove all persons therefrom, whereupon City shall have no further claim thereto but shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and VRSD shall have the further right to exercise any other right now or hereafter afforded by law.

d. **City Remedies.** Upon an event of VRSD's default hereunder, City shall have the right at any time thereafter to terminate this Lease forthwith, but City shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and City shall have the further right to exercise any other right now or hereafter afforded by law.

e. **Alternative Dispute Resolution Remedy.**

(1) The parties agree to cooperate to implement this Lease Agreement. In the event of any dispute hereunder, the parties shall meet within five days of a written notice from either party requesting informal dispute resolution. The complaining party shall send such notice prior to initiating arbitration or other remedies available hereunder.

(2) **Agreement to Arbitrate Limited Issues:** The parties hereto for themselves and for their successors and assigns agree to submit disputes concerning the interpretation or enforcement of rights and duties under sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement to final and binding arbitration in Ventura County, California. Such arbitration shall comply with and be governed by the provisions of the California Arbitration Act contained in *Code of Civil Procedure* §§ 1280, et seq., including any subsequent amendments thereto and shall not include the right of discovery. The following matters are excluded from arbitration hereunder:

(a) Any action not concerning the interpretation or enforcement of rights and duties under Sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement; or

(b) Any claim seeking more than \$25,000 in damages or recovery (increased 2% per year during the term of this Lease); or

(c) Any action seeking equitable relief other than declaratory relief as to the meaning of a provision of Sections 8, 9, 10, 11, 14, 16, 17 or 20, provided that any declaratory relief award shall not serve as a precedent controlling a claim seeking more than \$25,000 in damages or recovery (increased 2% per year during the term of this Lease).

The prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in such arbitration which fees and costs shall not be added to the computation of the monetary jurisdiction limits specified above. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedy shall not constitute a waiver of the right to arbitrate under this provision. With respect to all other issues excluded from arbitration hereunder, the parties may seek all available remedies in the court of competent jurisdiction in the County of Ventura, California.

3. **Appointment of Arbitrators:** If the parties are unable to agree on a single person to arbitrate such dispute within 15 days after a written demand for arbitration has been served by the demanding party upon the other party, then the selection of an arbitrator shall be made pursuant to the *California Code of Civil Procedure* §§1280, et seq., including any subsequent amendments thereto. The parties shall advance arbitrator's fees, as incurred, proportioned between them as the arbitrator shall determine, but the cost of arbitration shall ultimately be borne entirely by the losing parties or in such other manner as the arbitrator shall decide.

4. **Power of Arbitrators:** The provisions of this paragraph are an express limitation upon the jurisdiction of the arbitrator, the violation of which constitutes an act by the

arbitrator in excess of his/her power and a basis for vacating the award pursuant to *California Code of Civil Procedure* §1286.2(d). The arbitrator shall follow substantive California law applicable to the issues which are the subject of the arbitration. The arbitrator shall prepare and serve written findings of fact and conclusions which adequately set forth the basis of his decision. Should any party, after proper notice, fail or refuse to participate in the arbitration, or any part thereof, the arbitrator will have the full power to proceed, to take evidence from those parties appearing and participating, and to perform any other acts necessary to arbitrate the matter. The arbitrator shall have no power to make an award or impose a remedy that is not available to a court of general jurisdiction sitting in the County of Ventura or was not requested by a party. In no event shall the arbitrator have the authority to award punitive or exemplary damages or to issue any award relating to matters excluded from arbitration by subsection e.(2) above. The award of the arbitrator shall be enforceable according to the applicable provisions of the *California Code of Civil Procedure*. Judgment upon the award rendered by the arbitrator may be entered in any court having the requisite jurisdiction.

5. Expedience: If the arbitrator does not render and serve upon both parties a final award with written findings of fact and conclusion within 60 days of completion of the submission of evidence, the arbitration and the obligation to arbitrate the dispute may, at either party's election, be canceled, by written notice to the other party, and the parties shall be free to pursue other remedies legally available, and any pertinent claims requirement or statute of limitations shall be deemed to have been tolled for the period the arbitration procedure was ongoing.

24. TERMINATION

a. Termination. In addition to any event of termination arising from a party's exercise of its rights and/or remedies under the provisions of Section 23 (Default) above, this Lease Agreement shall terminate immediately, without further notice, in the event any of the following circumstances occur.

- (i) City has not commenced construction of Specified Recreational Uses on the Premises by November 12, 2005; or
- (ii) City abandons or vacates the Premises for ninety (90) days; or
- (iii) City surrenders possession of the Premises, if City provides VRSD with sixty (60) days written notice of surrender.

b. Return of Property. Upon expiration or sooner termination of the Lease Agreement term, City shall quit the Premises together with the improvements, alterations, modifications, additions, fixtures, parts and surfaces thereof, clean and free of debris and in good operating order, condition and state of repair, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good and regular

maintenance, repair and safety practice or by City performing all of its obligations under this Lease Agreement.

c. **Maintenance of Premises After Termination.** Upon termination of this Lease Agreement, VRSD shall be solely responsible for all liability and expense of the maintenance of the Premises, provided that with respect to termination of the lease of the Coastal Landfill Parcel, VRSD shall comply with all Coastal Landfill Postclosure Maintenance obligations, except for any liability arising from City's negligence, and further provided that, except in the case of termination due to VRSD's default, City shall pay VRSD for all costs, expenses and liabilities incurred by VRSD from the date of termination through December 21, 2025, as a result of any new postclosure maintenance requirement imposed because of development or use of the Premises for Specified Recreational Uses prior to termination, including, but not limited to, additional monitoring of groundwater and/or gas, imposed upon VRSD as a result of the revised Postclosure Plans and/or other regulatory documents relating to the Specified Recreational Uses. In the event of termination arising out of City's decision to not proceed with development of Specified Recreational Uses, City and VRSD, shall cooperate to seek revision of any new postclosure maintenance requirements imposed because of the anticipated development and use of the Premises for Specified Recreational Uses.

25. **HAZARDOUS MATERIALS.** City shall not spray, spread, irrigate, inject, deposit, dispose or otherwise apply under, on or upon the Premises any fertilizer, chemicals, waste products, or other substances which are toxic, hazardous or otherwise inappropriate or illegal for application upon agricultural or horticultural real property, except as reasonably necessary for City to conduct golf course activities on the Premises in accordance with applicable laws, rules, regulations, permit conditions and any manufacturer or supplier guidelines. City shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance or related injurious materials, whether injurious by themselves or in combination with other materials. If City breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by City results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which City is legally liable to VRSD for damage resulting therefrom, then City shall indemnify, defend and hold VRSD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space of any amenity of the Premises, damages arising from any adverse impact on developing or marketing the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of the Lease Agreement as a result of such contamination.

26. **SERVICE AGREEMENTS.**

a. **Agreement for Waste Disposal.** City performance of all City obligations under the Agreement for Waste Disposal is an express, material obligation of its performance under this Lease Agreement.

b. **Water and Wastewater Services Agreement.** City performance of all City obligations under the Water and Wastewater Services Agreement is an express, material obligation of its performance under this Lease Agreement.

c. **Additional Waste Disposal Service Agreement.**

(1) If, at any time during the term of the Agreement for Waste Disposal, City or City's designee for solid waste hauling or processing does not have in effect one or more contracts for solid waste disposal at a landfill for some or all of the tons of solid waste generated in City, other than the Agreement for Waste Disposal, VRSD may offer City a proposal for a contract for solid waste disposal at the Toland Landfill for all or part of such tons that are not subject to another contract.

(2) A contract will be deemed to be in effect if: (i) the contract was in effect on the effective date of this Lease Agreement and has not expired or been terminated, either because the original term of the contract is in effect or because the contract is renewed or extended before expiration or termination; or (ii) City entered into the contract after the effective date of this Lease Agreement after giving VRSD an opportunity to offer a proposal, and VRSD did not offer a proposal or VRSD's proposal was not the lowest total cost alternative; or (iii) City's designee for solid waste hauling or processing entered into a contract before or after the effective date of this Lease Agreement. A contract that is in effect may be amended as the parties thereto agree, including but not limited to amendments that affect the number of tons that are subject to the contract, the compensation paid, or the term of the contract.

(3) If a contract proposal made by VRSD to City provides City with the lowest total cost alternative for solid waste disposal at a landfill, City shall accept the proposal and enter into a contract with VRSD for disposal at the Toland Landfill of the number of tons proposed by VRSD at the price proposed by VRSD. The maximum term of such contract shall be five years with an option given to City to renew for an additional five years. VRSD and City shall negotiate in good faith as to any other provisions of the contract, but nothing in this Lease Agreement requires VRSD or City to agree to any other proposed provision of the contract.

(4) In determining whether VRSD has offered City the lowest total cost alternative for solid waste disposal at the landfill, VRSD and City shall compare the tipping fee offered by VRSD and the total cost to City of transportation and disposal at the Toland Landfill to the tipping fee offered by any other proposed contractor and the total cost to City of transportation and disposal at the proposed contractor's landfill.

(5) If a proposed contractor other than VRSD does not wish to make public the tipping fee or any other monetary incentives offered to City, VRSD and City shall devise a procedure, consistent with any State statutes applicable to VRSD and City, whereby a neutral third party chosen mutually by VRSD and City shall obtain the information from City and the proposed contractor in confidence and determine whether VRSD or the proposed contractor offers City the lowest total cost alternative for solid waste disposal at a landfill.

(6) Nothing in this Lease Agreement requires VRSD to make such a proposal or prohibits City from entering into a contract for solid waste disposal with a contractor other than VRSD if VRSD does not make such a proposal or if VRSD's proposal is not the lowest total cost alternative for solid waste disposal at a landfill.

(7) City's designee for solid waste hauling or processing may enter into contracts without regard to this Lease Agreement.

27. **CONDEMNATION.** If all or part of the Premises and/or any part of the Coastal Buffer Parcel or the Coastal Landfill Parcel shall be taken or condemned for a public or quasi-public use, all compensation awarded upon such condemnation or taking shall go to VRSD, and City shall have no claim thereto, and City hereby irrevocably assigns and transfers to VRSD any right to compensation or damages or bonus value of the Lease Agreement to which City may become entitled during the term hereof by reason of the condemnation of all or a part of the Premises; provided, however, that in any condemnation proceeding in which City is not the condemning agency, any portion of said compensation or damages attributable to golf course improvements on the Premises constructed by City shall be paid to City up to the total actual cost of construction incurred by City.

28. **MISCELLANEOUS**

a. **Notices.** All notices, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which event such notice shall be deemed given on the date of delivery), or (b) by first class United States mail, postage prepaid, registered or certified, return receipt requested (in which event such notice shall be deemed given two (2) days after the date of deposit in the mail), and addressed as follows:

City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

VRSD:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003
Attention: General Manager

b. **Incorporation of Exhibits.** All Exhibits referred to herein are deemed incorporated herein, as if fully set forth herein.

c. **Amendment.** Neither this Agreement, nor any term, covenant, condition or duty contained herein, may be altered, changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the alteration, change, waiver, discharge or termination is sought. Each party acknowledges and agrees that no agent of any party shall have any actual or apparent authority to rely upon or assert any purported, implied or oral amendment or modification hereof. Each party waives the future right to claim, contend or assert that this Agreement was modified, canceled, superseded or changed by an oral agreement, course of conduct, estoppel or any other occurrence.

d. **Entire Agreement.** This Agreement, together with all instruments, exhibits, schedules and other agreements being executed and delivered simultaneously with or pursuant to this Agreement, or which are incorporated herein by reference, shall constitute the entire agreement among the parties to this Agreement pertaining to the subject matter hereof and supersede all prior understandings and negotiations, whether oral or written. The parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. Each party acknowledges that it has expressly bargained for a prohibition of any implied or oral amendments or modifications of any kind, nature or character. Each party acknowledges and agrees that (1) this Agreement is fully integrated and requires no parol evidence to reflect the intentions of the parties, (2) the literal words of this Agreement shall and do govern the transactions described herein, and (3) prior negotiations, drafts and other extraneous communications shall have no significance or evidentiary effect whatsoever.

e. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation of any provision of or the scope or intent of this Agreement.

f. **No Course of Conduct.** At no time shall the prior or subsequent course of conduct by any of the parties hereto directly or indirectly limit, impair or otherwise adversely affect any of the rights or remedies of any party in connection with this Agreement, or detract from or otherwise affect the literal interpretation and effect of this Agreement, since the parties hereto agree that this Agreement shall only be amended by written instruments executed by the parties, as provided herein.

g. **Interpretation.** This Agreement shall be construed to liberally effectuate the rights and remedies of the parties as expressed herein, and neither such principle of interpretation nor the express language of this Agreement shall be impaired or adversely affected by any prior discussion, form or draft of this Agreement. The deletion of any provision from a prior draft of this Agreement shall not, and shall not be deemed to, constitute (and shall not be used as) evidence of any fact or interpretation, since the parties may disagree as to the meaning and effect of such a deletion, as well

as to their respective reasons for agreeing to such a deletion, and no prior draft of this Agreement shall be admissible as evidence of the meaning of this Agreement.

h. **Construction.** When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

i. **Time Is of The Essence.** Time is of the essence in this Agreement, and all deadlines shall be strictly adhered to, unless otherwise provided herein. Any failure or refusal to timely perform any action or duty, no matter how minor or trivial the delay may be, but subject to any applicable grace period, shall be deemed a material breach of this Agreement.

j. **Governing Law.** This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of any of its terms or any rights or obligations of the parties to this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

k. **No Waiver.** The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless it is expressly excluded. Any provision of this Agreement may be waived by the party for whose benefit it is made, but no waiver shall be effective unless it is in writing and signed by the waiving party or an authorized representative of the waiving party.

l. **Representation.** The parties hereby acknowledge that each has been represented by independent counsel in negotiation of this Agreement. VRSD has been represented by Mark A. Zirbel, a member of the firm of Arnold, Mathews, Wojkowski & Zirbel, and City has been represented by Gary L. Gillig, City Attorney. The counsel representing each party was of his or her own choosing and this Agreement has been read by the parties and has been explained to them by their respective counsel as to its meaning and legal consequences. The parties have reviewed this Agreement with their respective counsel and have received from their respective counsel satisfactory answers and explanations regarding all matters contained herein as to which they may have had any questions whatsoever. This Agreement or any provision hereof shall be fairly interpreted and shall not be construed strictly against either party on the basis that either party is the drafter of this Agreement or any specific provision hereof.

m. **Attorneys Fees.** In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witnesses, travel, etc., and a reasonable attorneys fee to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorneys fees on appeal, if any. The court shall determine who is the "prevailing party." If either party is reasonably required to incur such out-of-pocket expenses and attorney's fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys fees whether or not action is filed.

n. **No Partnership.** Nothing contained in this Agreement shall be construed as or be deemed to create any association, partnership or other business organization as between the parties to this Agreement.

o. **Further Assurances.** The parties agree to execute all documents and instruments and to take all action as may be specifically provided for herein, and shall use their best efforts to accomplish the provisions hereof. As to each document to be prepared, signed, delivered, filed and/or recorded as described herein, any such document, instrument or deed may be hereafter modified or amended in an insubstantial and immaterial manner as reasonably approved by legal counsel to the parties hereto and executed by the parties or their successors and assigns on or before the date such documents are recorded. VRSD's General Manager and City's City Manager are hereby authorized to execute all such documents and instruments and other related documents, including escrow instructions, or take other action consistent with this Lease Agreement and the other agreements referred herein in order to carry out the intent of this Lease Agreement. Each party shall diligently and in good faith pursue the performance of this Agreement and the satisfaction of all contingencies subject to their approval.

p. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part thereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

q. **Successors.** Except as otherwise provided herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

r. **No Third Party Benefitted.** Nothing in this Agreement, whether express or implied, shall be intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

s. **Amended and Restated Lease.** This Lease Agreement replaces and completely supercedes the Golf Course Lease and Landfill Postclosure Maintenance Agreement made by VRSD and City November 14, 2000. This Lease Agreement also replaces and completely supercedes the Golf Course Stockpile Site Lease made by VRSD and City July 1, 2001, and said Stockpile Site Lease shall be deemed terminated effective June 30, 2002; provided, that the provisions of Section 24 of said Stockpile Site Lease shall remain in effect. City shall be entitled to maintain the soil stockpile located on the Coastal Buffer Parcel as of June 30, 2002 for use in preparing the Premises for Specified Recreational Uses.

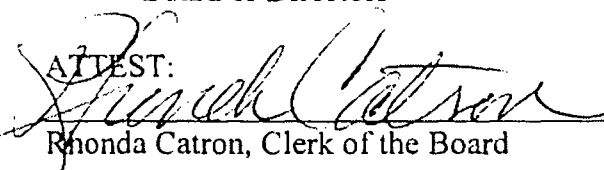
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VENTURA REGIONAL SANITATION
DISTRICT

By: 

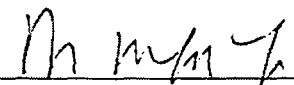
David Bury, Chairman
Board of Directors

ATTEST:


Rhonda Catron, Clerk of the Board

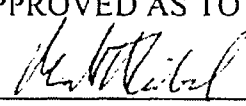
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CITY OF OXNARD

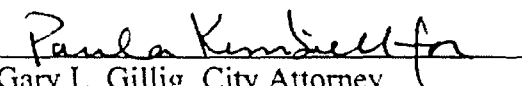
By: 

Dr. Manuel M. Lopez, Mayor

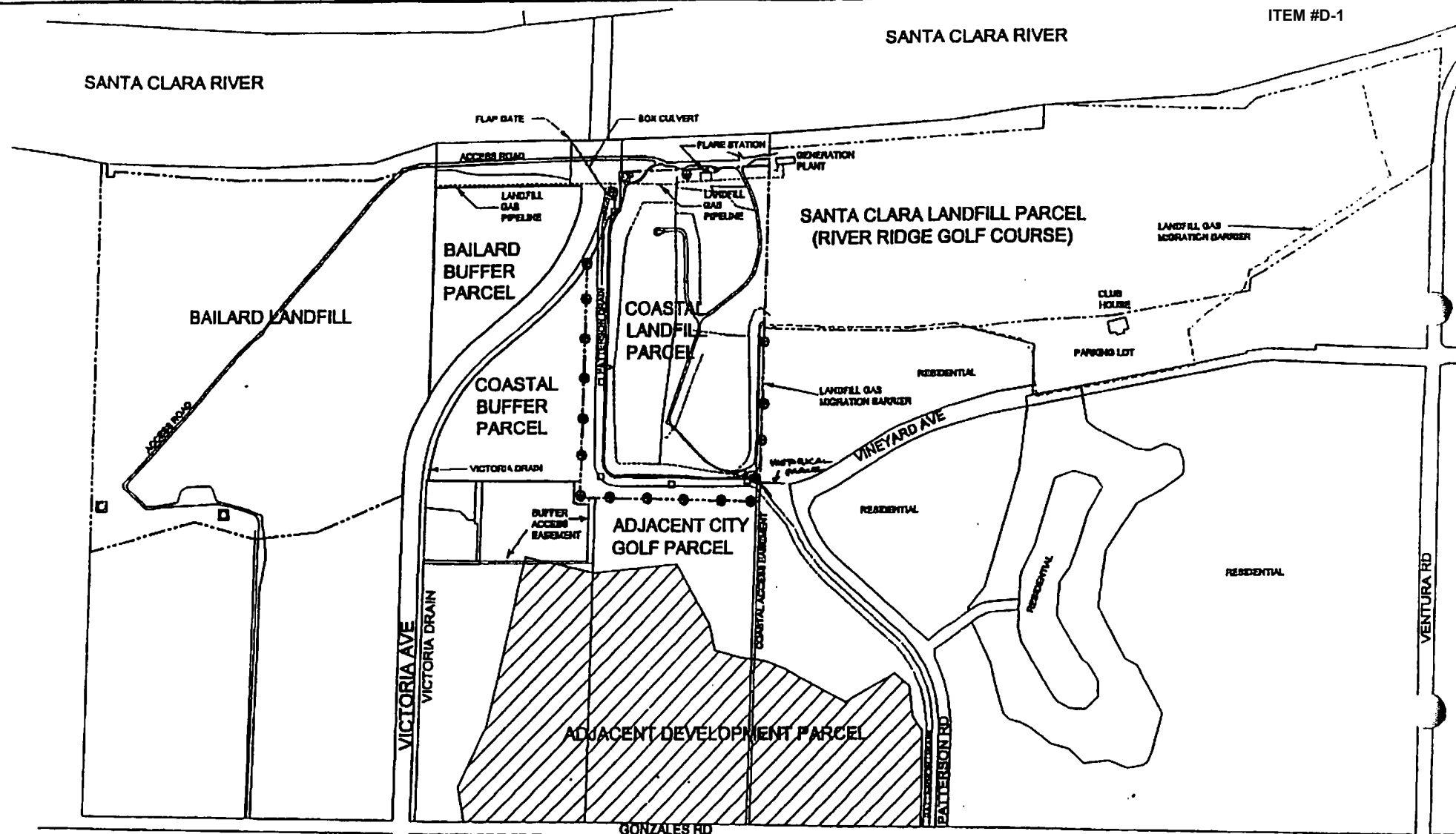
APPROVED AS TO FORM:


Mark A. Zirbel,
Arnold, Mathews, Wojkowski & Zirbel, LLP
General Counsel

APPROVED AS TO FORM:

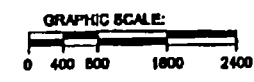
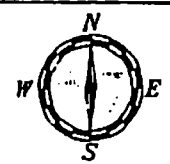

Gary L. Gillig, City Attorney

VRSD\General\Documents\ Oxnard Lease3



LEGEND

- WATER PRODUCTION WELL
- GROUNDWATER MONITORING WELL
- GAS MONITORING PROBE
- GAS CONDENSATE TANK
- GAS PIPE HEADERS
- LANDFILL GAS MIGRATION BARRIER
- VRSD PROPERTY BOUNDARY



VICINITY MAP

EXHIBIT A TO GOLF COURSE LEASE AND LANDFILL
POSTCLOSURE MAINTENANCE AGREEMENT BETWEEN
VENTURA REGIONAL SANITATION DISTRICT AND CITY OF
OXNARD

DRAWN BY: DND
DATE: February 16, 2000

**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT B
(BAILARD BUFFER PARCEL)**

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Westerly terminus of the third course of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county; thence along the boundary of said Deed recorded in Book 4445, Page 904, South 1° 27' 16" West 350.15 feet to the True Point of Beginning; thence continuing along the boundary of Parcel A per said Deed in Book 4445, Page 904 the following 5 courses,

- 1st: North 89° 45' 45" East 85.54 feet to a point; thence,
- 2nd: South 1° 27' 16" West 138.48 feet to a point; thence,
- 3rd: Southerly and Southwesterly along a curve concave Northwesterly, having a radius of 1415.58 feet at a central angle of 37° 14' 52", the radial of which at said point bears North 76° 36' 31" West, an arc distance of 920.26 feet to a point; thence,
- 4th: South 50° 47' 01" West 399.53 feet to a point; thence,
- 5th: Southwesterly along a tangent curve concave Southeasterly, having a radius of 1575.00 feet and a central angle of 21° 40' 00", an arc distance of 599.72 feet to a point in the Westerly line of said Parcel B; thence Northerly along the Westerly line of said Parcel B,
- 6th: North 1° 15' 41" East 1610.81 feet to the Southwesterly corner of that certain Deed recorded in Book 4437, Page 688 of Official Records in the Office of the County Recorder of said county; thence Easterly along the Southerly line of last said Deed,
- 7th: North 89° 45' 45" East 1053.58 feet to the True Point of Beginning.

**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT C
(COASTAL BUFFER PARCEL)**

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Northwest corner of Parcel B, as shown on that certain map filed in Book 30, Pages 22 and 23 of Parcel Maps, in the Office of the County Recorder of said county; thence Easterly along the Northerly line of Parcel B of said Parcel Map, south $89^{\circ} 02' 49''$ East to the Northeast corner of Parcel B of said Parcel Map, said Northeast corner also being the True Point of Beginning; thence Easterly along a prolongation of the North line of Parcel B of said Parcel Map.

- 1st: South $89^{\circ} 02' 49''$ East 817.92 feet to an intersection with the Westerly line of that certain Deed recorded July 15, 1988 as Document no. 88-099785 of Official Records; thence Northerly along said Westerly line,
- 3rd: North $01^{\circ} 15' 31''$ East 1672.65 feet to an intersection with the Southeasterly line of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county, said intersection also being a point on a curve concave Northwesterly having a radius of 1721.73 feet, a radial line to said curve bears South $58^{\circ} 29' 32''$ East; thence Southwesterly along the Southeasterly line of said Deed the following 4 courses,
- 4th: Southwesterly along said curve through a central angle of $20^{\circ} 29' 41''$ an arc distance of 615.86 feet; thence,
- 5th: South $50^{\circ} 47' 01''$ West 408.00 feet to the beginning of a tangent curve concave Southeasterly having a radius of 1380.00 feet; thence,
- 6th: Southwesterly and Southerly along said curve through a central angle of $41^{\circ} 11' 11''$ an arc distance of 992.00 feet; thence,
- 7th: South $09^{\circ} 35' 50''$ West 99.77 feet to an intersection with the Northerly line of Parcel B of said Parcel Map; thence Easterly along said Northerly line,
- 8th: South $89^{\circ} 02' 49''$ East 374.37 feet to the True Point of Beginning.

**GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT**

**EXHIBIT D
(COASTAL LANDFILL PARCEL)**

Parcel 1 (Landfill)

Fee simple title in and to a portion of Parcel A of Subdivision No. 4 of the Rancho El Rio de Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the Office of the Ventura County Recorder in Book 3, Page 44, of Miscellaneous Records, described as follows:

Beginning at the Southwest corner of the property deeded to the City of Oxnard and described in Book 3290, Page 40 of Official Records of said County, said point being the Westerly terminus of the sixth course of Annexation No. 68-10 to said City as filed with the Secretary of State on July 8, 1968; thence Northerly 115 feet along the seventh course of said annexation to the True Point of Beginning; thence,

- 1st: South 87° 47' 14" West 1194.27 feet; thence,
- 2nd: South 1° 27' 42" West 177.54 feet; thence,
- 3rd: South 51° 41' 00" West 119.00 feet; thence,
- 4th: Southerly along a curve concaved Westerly having a central angle of 3° 48' 56", radial bearing of South 71° 32' 56" East and radial distance of 1721.73 feet. This same curve has an arc distance of 114.66 feet to a point in the Westerly line of said parcel "A", (3 M.R. 44) thence,
- 5th: South 1° 15' 50" West 1926' along the Westerly line of Parcel "A"; thence along a line parallel to the Southerly line of said Parcel "A",
- 6th: East 1321.98 feet more or less to a point in the East line of Parcel "A", (3 M.R. 44) said point also lying in the Southerly prolongation of the Westerly line of Parcel "B" of Annexation to the City of Oxnard 77-4 as filed with the Secretary of State on November 7, 1978; thence along said Southerly prolongation and the Westerly line of said annexation,
- 7th: North 1° 15' 50" East 2325.22 feet to the True Point of Beginning and containing approximately 69.3 acres.

Parcel 2 (Patterson Drain West of Landfill)

That portion of Parcel B of Subdivision No. 4 of the Rancho El Rio De Santa Clara O'La Colonia, in the County of Ventura, State of California, as shown on the Map recorded in the Office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Easterly line thereof being the Westerly line, and Southerly prolongation thereof, of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura County Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Northwesterly in the Southeasterly line of Victoria Avenue, as described in Parcel A in the Deed to County of Ventura, recorded August 13, 1975, as Document No. 54364, in Book 4445, Page 904 of Official Records, and to terminate in an line parallel with and distant Southerly 120.00 feet from the Westerly prolongation of the Southerly line of said Parcel 1 (Landfill Parcel).

Parcel 3 (Patterson Drain South of Landfill)

That portion of Parcel A of Subdivision No. 4 of the Rancho El Rio De Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Northerly line thereof being the Southerly line of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Easterly and Westerly in the Easterly and Westerly lines of said Parcel A.

EXCEPT all oil, gas, other hydrocarbon substances and minerals in and under said Parcels 1, 2 and 3.

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District ("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 the City Manager or designated Department Head ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2016. 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 Frank Kiesler 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 July 1, 2015, and expire on June 30, 2016.

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$75,050.91 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

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

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

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

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

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-C, 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-C. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-C.

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 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, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

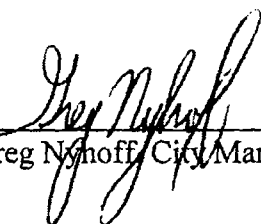
41. Amendment

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

42. Entire Agreement

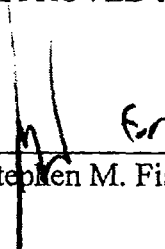
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD



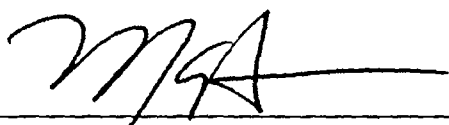
 Greg Nynhoff, City Manager

APPROVED AS TO FORM:



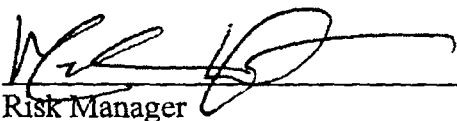
 Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



 Michael Henderson, General Services Director

APPROVED AS TO INSURANCE:



 Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS & ZIRBEL LLP



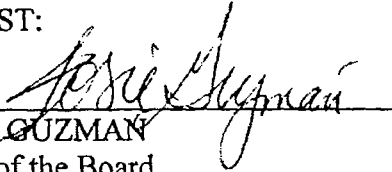
MARK ZIRBEL
Legal Counsel for DISTRICT

VENTURA REGIONAL
SANITATION DISTRICT



RICK NEAL, Chairman

ATTEST:



JOSIE GUZMAN
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance 7/1 _____

Fiscal Technician _____

Exhibit A Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.
4. Prepare AB32 / CCR 17 Reports.
5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
6. Retain Title V and CCR 17 records.
7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Landfill Gas Perimeter Probe and Structures Monitoring		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
		Monitoring							
Labor	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	\$ 107.00			\$5,136.00
\$8,346.00	Calibrate Basement gas monitoring unit	Environmental Resource Analyst	1.0	12	12	\$ 107.00			\$1,284.00
	Calibrate tent gas monitoring units	Environmental Resource Analyst	0.5	12	6	\$ 107.00			\$642.00
		Reporting							
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	\$ 107.00			\$1,284.00
Materials	Calibration Gas (oxygen + methane)						2	\$ 207.00	\$414.00
\$414.00									
Equipment	GEM - Gas Monitor						12	\$ 75.83	\$909.96
\$2,529.92	Mule - Portable Vehicle						4	\$ 279.99	\$1,119.96
	Misc. Supplies/Hardware						1	\$ 500.00	\$500.00
Mileage	Mileage						480	\$ 1.00	\$480.00
\$480.00									
Subtotal									\$11,769.92

Landfill Gas Surface Monitoring and Reporting		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
		Monitoring							
Labor	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
\$8,239.00									
		Reporting							
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	\$ 107.00			\$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	\$ 107.00			\$749.00
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	\$ 107.00			\$2,568.00
Materials	Calibration Gas (zero air + methane)						2	\$ 207.00	\$414.00
\$414.00									
Outside Contracted Service	RES, Inc. - Landfill Surface Emissions Monitoring (cost + 10%) (Effective for FY 15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)	Contractor		1			Lump sum	\$ 6,860.70	\$ 6,860.70
\$6,860.70									
Fees	APCD Permit Fee (1/3 fee)						1	\$ 879.75	\$879.75
\$879.75									
Mileage							80	\$ 1.00	\$80.00
\$80.00									
Subtotal									\$16,473.43

Stormwater Monitoring and Reporting		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
		Monitoring							
Labor	6 wet season inspections	Environmental Resource Analyst	2	6	12	\$ 107.00			\$1,284.00
\$4,708.00	Stormwater sampling - 4 sampling events (2016 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	\$ 107.00			\$428.00
	4 dry season inspections	Environmental Resource Analyst	2	4	8	\$ 107.00			\$856.00
	Conduct Annual Site Inspection	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
		Plans and Reporting							
	Conduct Annual Certification and SSMP review	Environmental Resource Analyst	8	1	8	\$ 107.00			\$856.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	\$ 107.00			\$856.00
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	\$ 107.00			\$2,247.00
Outside Contracted Services	Laboratory Fees						4	\$ 450.00	\$1,800.00

\$1,800.00

ITEM #D-1

Mileage

560 \$ 1.00 \$560.00

\$560.00

Subtotal

\$9,315.00

Gas Collection System and Flare Operation & Maintenance

Position

Time (Hours)

Frequency

Total Hours

Hourly Rate

Unit(s)

Unit Cost

Total Cost

Labor

Landfill Gas Condensate Sump maint.

Senior Solid Waste Worker

8

4

32

\$ 99.00

\$ 3,168.00

\$5,570.00

Supervise GCS operation & maint.

SW Technical Operations Supervisor

8

2

16

\$ 110.00

\$ 1,760.00

Assist with gas flare engineering test & source test

Environmental Resource Analyst

3

2

6

\$ 107.00

\$ 642.00

Materials

Flare Maintenance and repair supplies (1/3 rd cost + 10%)

Materials

1

Lump sum

\$ 11,000.00

Outside Contracted Service

Semi-annual flare assessment (1/3 rd cost + 10%)

Contractor

1

Lump sum

\$ 2,273.34

\$7,300.54

Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)

Contractor

4

4

\$ 138.00

\$552.00

Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)

Contractor

1

Lump sum

\$ 1,089.00

\$ 1,089.00

Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)

Contractor

1

Lump sum

\$ 2,686.20

\$ 2,686.20

Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)

Contractor

4

Qrtly

\$ 175.00

\$ 700.00

Equipment rental

Man-lift for gas flare source test

Equipment

1

1

\$ 150.00

\$ 150.00

\$150.00

Utility

Electricity billing

SCE utility

12

\$ 240.00

\$ 2,880.00

\$2,880.00

Mileage

320 \$ 1.00 \$320.00

\$320.00

Subtotal

\$27,220.54

Gas Collection System Monitoring

Position

Time (Hours)

Frequency

Total Hours

Hourly Rate

Unit(s)

Unit Cost

Total Cost

Labor

Well-field balancing (monthly)

Engineering Technician

8

12

96

\$ 102.00

\$ 9,792.00

\$9,792.00

Mileage

480 \$ 1.00 \$480.00

\$480.00

Subtotal

\$10,272.00

Grand Total

\$75,050.91

CERTIFICATE OF COVERAGEDATE (MM/DD/YYYY)
12/13/2016

PRODUCER
Alliant Insurance Services, Inc.-SFO
100 PINE STREET, 11TH FLOOR
SAN FRANCISCO CA 94111

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 PROGRAMS BELOW.

PROGRAM AFFORDING COVERAGE

COVERED PARTY
Ventura Regional Sanitation District
1001 Partridge Dr Ste 150
Ventura CA 93003-0704

A: CSRMA - California Sanitation Risk Manag

B:

C:

D:

E:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

PRO LTR	COVERAGE	MEMORANDUM OF COVERAGE	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	CSL VRSD 1617 1	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occur) \$ 1,000,000 MED. EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS-COMP/OP AGG \$ N/A
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED VEHICLES ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Ded: \$25,000	CSL VRSD 1617 1	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER				
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
THE HOLDER IS NAMED AS AN ADDITIONAL COVERED PARTY PER THE MEMORANDUM OF COVERAGE WITH RESPECTS TO AGREEMENT NO. 5421-11-CM; VRSD CONTRACT NO.11-011. COPIES OF THE MEMORANDUM OF COVERAGE ARE AVAILABLE UPON REQUEST.

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard
Risk Manager - REFERENCE NO.5421-11-CM
300 W. Third Street, Suite 302
Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING PROGRAM AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF COVERAGEDATE (MM/DD/YYYY)
12/13/2016**PRODUCER**Alliant Insurance Services, Inc.-SFO
100 PINE STREET, 11TH FLOOR
SAN FRANCISCO CA 94111**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 PROGRAMS BELOW.****PROGRAM AFFORDING COVERAGE****COVERED PARTY**Ventura Regional Sanitation District
1001 Partridge Dr Ste 150
Ventura CA 93003-0704

A: CSRMA - California Sanitation Risk Manag

B:

C:

D:

E:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

PRO LTR	COVERAGE	MEMORANDUM OF COVERAGE	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	CSL VRSD 1617 1	12/31/2016	12/31/2017	EACH OCCURRENCE	\$ 1,000,000
X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occur.)	\$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED. EXP (Any one person)	\$ 1,000,000
X	Ded: \$25,000				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ N/A
X	☒ POLICY ☐ PROJECT ☐ LOC				PRODUCTS-COMP/OP AGG	\$ N/A
A	AUTOMOBILE LIABILITY	CSL VRSD 1617 1	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
X	ALL OWNED VEHICLES				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
X	HIRED AUTOS					
X	NON-OWNED AUTOS					
X	Ded: \$25,000					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	
	IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW				E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE HOLDER IS NAMED AS AN ADDITIONAL COVERED PARTY PER THE MEMORANDUM OF COVERAGE WITH RESPECTS TO AGREEMENT NO. 7167-15-CM; VRSD CONTRACT NO.15-027. COPIES OF THE MEMORANDUM OF COVERAGE ARE AVAILABLE UPON REQUEST.

CERTIFICATE HOLDER**CANCELLATION**City of Oxnard
Risk Manager - REFERENCE NO.5421-11-CM
300 W. Third Street, Suite 302
Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING PROGRAM AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CALIFORNIA SANITATION RISK MANAGEMENT
AUTHORITY

ADDITIONAL COVERED PARTY ENDORSEMENT

This Endorsement forms a part of the Memorandum of Coverage issued by the CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY.

ADDITIONAL COVERED PARTY: City of Oxnard

CSRMA MEMBER ENTITY: Ventura Regional Sanitation District

DESCRIPTION OF ACTIVITY: Agreement No. 7167-15-CM; VRSD Contract No. 15-027

DATE(S) OF ACTIVITY: 12/31/2016 - 12/31/2017

LOCATION OF ACTIVITY: City of Oxnard

MAXIMUM COVERAGE LIMIT: \$1,000,000

DEDUCTIBLE: \$25,000

The person or organization first named above is added as an ADDITIONAL COVERED PARTY pursuant to Section III(A), "Definitions" and Section VII, "Covered Parties." Coverage is provided through participation in a risk sharing joint powers authority, for general and automobile liability as defined in the Memorandum of Coverage.

The coverage being provided by this Endorsement is limited to "occurrences" arising out of the activity or location described, and the time period indicated herein, and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage. Pursuant to Section III (A), the person or entity named above is only an Additional Covered Party with respect to operations performed by or on behalf of the CSRMA MEMBER ENTITY, or facilities owned or used by the CSRMA MEMBER ENTITY.

Coverage is in effect for the DATE(S) OF ACTIVITY indicated above and will not be cancelled or allowed to expire at a date other than the last date indicated except upon 30 days' written notice to the Additional Covered Party.

Date issued: 12/31/2016



Authorized Representative

**AMENDMENT NO. 2
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027
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 2nd day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain of its provisions, and the full Agreement, as amended, is attached as **Exhibit D-2** hereto and incorporated herein by reference; and

D. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that additional compensation to Consultant should be added, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1 in the Agreement, as previously modified Paragraph 1 of the First Amendment:

"1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A-2** attached hereto and incorporated herein by this reference (the "Services")."



2. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the First Amendment:

“8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2018. 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.”

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified Paragraph 6 of the First Amendment:

“12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018.”

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified Paragraph 7 of the First Amendment:

“14. Compensation

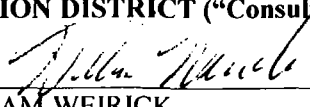
a. City agrees to pay Consultant in an amount not to exceed \$318,228.91 for the Services at rates provided in Exhibit B-2 attached hereto and incorporated herein by this reference.”

5. As so amended, the Agreement remains in full force and effect.

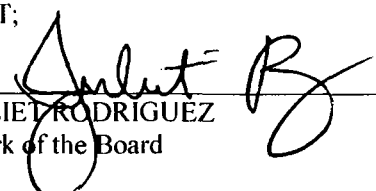
Second

IN WITNESS WHEREOF, the Parties have executed this ~~First~~ Amendment on the day and year first written above.

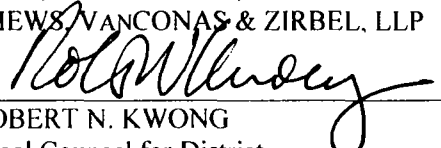
**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By 
WILLIAM WEIRICK
Chairman of the Board

ATTEST;

By 
JULIET RODRIGUEZ
Clerk of the Board

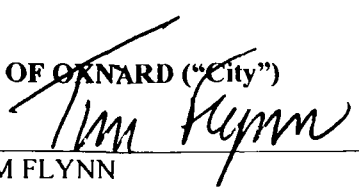
APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By 
ROBERT N. KWONG
Legal Counsel for District

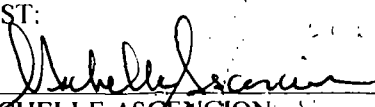
APPROVED AS TO ADMINISTRATION:

By 
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By 
TIM FLYNN
Mayor

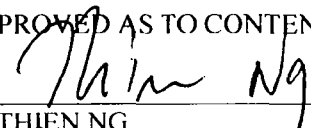
ATTEST:

By 
MICHELLE ASCENCION
City Clerk

APPROVED AS TO FORM:

By 
STEPHEN VISCHER
City Attorney

APPROVED AS TO CONTENT:

By 
THIEN NG
Interim Public Works Director

By 
MIKE MORE
Risk Manager

Exhibit A-2 Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports. Retain Title V and CCR 17 records.
4. Prepare AB32 / CCR 17 Reports. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
5. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.
2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.
3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on blue plastic ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.
4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.
5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

<u>Site</u>	<u>Period</u>	<u>Sampling Month</u>	<u>Report Due to RWQCB</u>
Santa Clara	Summer/Fall	October 2017	December 15, 2017
Santa Clara	Winter/Spring	April 2018	June 15, 2018

Storm Water Monitoring and Reporting

1. Effective July 1, 2017, the Santa Clara Landfill will no longer be subject to stormwater monitoring and reporting requirements under the Industrial General Permit. A Notice of Termination with State Water Resources Control Board was submitted and accepted in May of 2017.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.

3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations. This work was not started in FY2017, as originally planned. This work will be completed in FY2019/2020.

EXHIBIT B-2
AMENDMENT NO. 2 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	<u>\$113,721.00</u>
	<u>\$318,228.91</u>

(See detail on the following pages.)



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY18 PROPOSED CUSTOMER BUDGET

ITEM #D-1

Project Number	Account	Quantity	Cost/Price	Extension
411500 City of Oxnard [River Ridge]- EPG				
51010 Wages - Regular	Account Total—		\$34,058	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	66	\$109	\$7,194
	51010 Engineering Technician LFG Surface Monitoring & Reporting	4	\$109	\$436
	51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &	32	\$106	\$3,392
	51010 Engineer Gas Collection System and Flare Operation &	16	\$118	\$1,888
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$109	\$654
	51010 Engineering Technician Gas Collection System Monitoring	96	\$109	\$10,464
	51010 Engineer LFG Perimeter Probe & Structure Monitoring	12	\$118	\$1,416
	51010 Engineer LFG Surface Monitoring & Reporting	73	\$118	\$8,614
52079 Environmental Consultants	Account Total—		\$34,173	
	52079 Landfill Surface Gas Emissions Monitoring	1	\$7,700	\$7,700
	52079 Semi Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Semi Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
52150 Permits, Licenses and Fees	Account Total—		\$920	
	52150 Permits, Licenses, and Fees	1	\$920	\$920
52155 Lab Services and Supplies	Account Total—		\$25,302	
	52155 Semi Annual GW Monitoring Analytical Lab Svcs	2	\$12,375	\$24,750
	52155 Quarterly LFG Sampling	4	\$138	\$552
52185 Operating Supplies	Account Total—		\$12,528	
	52185 Calibration Gas (Oxygen & Methane)	2	\$207	\$414
	52185 Calibration Gas (Zero Air & Methane)	2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies	1	\$11,000	\$11,000
	52185 Maintain City's Air Compressor	4	\$175	\$700

52197	Utilities	Account Total—	\$2,880			ITEM #D-1
	52197 Electricity			1	\$2,880	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Man Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
		Project 411500 Total—	\$113,721			
		Total for this report—	\$113,721			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

ITEM #D-1

Project Number	Account	Quantity	Cost/Price	Extension
411500	City of Oxnard (River Ridge)- EPG			
51010	Wages - Regular			
	Account Total—		\$40,395	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	\$107	\$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting	77	\$107	\$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting	64	\$107	\$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	\$104	\$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &	16	\$116	\$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$107	\$642
	51010 Senior Engineering Technician Gas Collection System Monitoring	96	\$116	\$11,136
52079	Environmental Consultants			
	Account Total—		\$38,660	
	52079 (RES) Landfill Surface Emission Monitoring	1	\$7,700	\$7,700
	52079 (OEM) Semi-Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
	52079 Annual Flare Destruction Efficiency Test	1	\$2,686	\$2,686
	52079 Semi-Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Contractor Lab Costs for 4 Samples	4	\$450	\$1,800
52080	Other Professional Services			
	Account Total—		\$4,000	
	52080 Methane Detectors Factory Service, Equip, &	1	\$4,000	\$4,000
52150	Permits, Licenses and Fees			
	Account Total—		\$920	
	52150 APCD Permit Fee	1	\$920	\$920
52155	Lab Services and Supplies			
	Account Total—		\$26,015	
	52155 Laboratory Fees	4	\$178	\$713
	52155 Quarterly Landfill Gas Analytical	4	\$138	\$552
	52155 GW Monitoring Analytical Lab Svcs for 2 Events	2	\$12,375	\$24,750

52185	Operating Supplies		Account Total---	\$11,828			
	52185 Calibration Gas (Oxygen + Methane)	2		\$207		\$414	
	52185 Calibration Gas (Zero Air + Methane)	2		\$207	ITEM #D-1	\$414	
	52185 Flare Maintenance & Repair Supplies	1		\$11,000		\$11,000	
52186	Other Operating Services		Account Total---	\$700			
	52186 Maintain City's Air Compressor	4		\$175		\$700	
52197	Utilities		Account Total---	\$2,880			
	52197 Electricity Billing	12		\$240		\$2,880	
52220	Equipment Rental/Lease		Account Total---	\$150			
	52220 Man-Lift for Gas Flare Source Test	1		\$150		\$150	
60594	Fund Transfer Out-EQUIPMENT		Account Total---	\$2,530			
	60594 GEM Gas Monitor	12		\$76		\$910	
	60594 Mule - Portable Vehicle	4		\$280		\$1,120	
	60594 Misc Supplies/Hardware	1		\$500		\$500	
60598	Fund Transfer Out-FLEET		Account Total---	\$1,380			
	60598 Mileage - LFG Perimeter Probe & Structure	480		\$1		\$480	
	60598 Mileage - LFG Surface Monitoring & Reporting	200		\$1		\$200	
	60598 Mileage - Stormwater Monitoring & Reporting	200		\$1		\$200	
	60598 Mileage - Gas Coll Sys Monitoring	500		\$1		\$500	
Project 411500 Total---				\$129,457			
Total for this report---				\$129,457			

Customer Signature: _____ Date: _____

Approval to Start Project

VRSD Signature: _____ Date: _____

Approval to Start Project

Landfill Gas Perimeter Probe and Structures Monitoring		FY 16 budget							ITEM #D-1
		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring									
Labor	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	\$ 107.00			\$5,136.00
\$8,348.00	Calibrate Basemont gas monitoring unit	Environmental Resource Analyst	1.0	12	12	\$ 107.00			\$1,284.00
	Calibrate test gas monitoring units	Environmental Resource Analyst	0.5	12	6	\$ 107.00			\$642.00
Reporting									
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	\$ 107.00			\$1,284.00
Materials	Calibration Gas (oxygen + methane)						2	\$ 207.00	\$414.00
\$414.00									
Equipment	GEM - Gas Monitor						12	\$ 75.83	\$909.96
\$2,628.92	Mule - Portable Vehicle						4	\$ 279.99	\$1,118.96
	Misc. Supplies/Hardware						1	\$ 800.00	\$800.00
Mileage	Mileage						480	\$ 1.00	\$480.00
\$480.00									
Subtotal									\$11,769.92

Landfill Gas Surface Monitoring and Reporting									
		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring									
Labor	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
\$8,238.00									
Reporting									
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	\$ 107.00			\$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	\$ 107.00			\$749.00
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	\$ 107.00			\$2,568.00
Materials	Calibration Gas (zero air + methane)						2	\$ 207.00	\$414.00
\$414.00									
Outside Contracted Service	REI, Inc. - Landfill Surface Emission Monitoring (cost + 10%) (Effective for FY 16/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)	Contractor		1			Lump sum	\$ 6,882.70	\$ 6,882.70
\$6,882.70									
Fees	APCD Permit Fee (1/3 fee)						1	\$ 879.75	\$879.75
\$879.75									
Mileage							80	\$ 1.00	\$80.00
\$80.00									
Subtotal									\$16,478.45

Stormwater Monitoring and Reporting									
		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring									
Labor	6 wet season inspections	Environmental Resource Analyst	2	6	12	\$ 107.00			\$1,284.00
\$4,708.00	Stormwater sampling - 4 sampling events (2016 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	\$ 107.00			\$428.00
	4 dry season inspections	Environmental Resource Analyst	2	4	8	\$ 107.00			\$856.00
	Conduct Annual Site Inspection	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
Plans and Reporting									
	Conduct Annual Certification and SSM/P review	Environmental Resource Analyst	8	1	8	\$ 107.00			\$856.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	\$ 107.00			\$856.00
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	\$ 107.00			\$2,247.00
Outside Contracted Services	Laboratory Fees						4	\$ 450.00	\$1,800.00

\$1,800.00

560 \$ 1.00 ITEM#D-1

 Mileage
 \$560.00

\$9,815.00

Subtotal

Gas Collection System and Flare Operation & Maintenance

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor \$6,576.00	Landfill Gas Condensate Sump maint. Supervise GCS operation & maint. Assist with gas flare engineering test & source test	Senior Solid Waste Worker	8	4	32	\$ 98.00			\$ 3,168.00
		SW Technical Operations Supervisor	8	2	16	\$ 110.00			\$ 1,760.00
		Environmental Resource Analyst	3	2	6	\$ 107.00			\$ 642.00
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		\$ 11,000.00
		Contractor		1			Lump sum		\$ 2,273.94
Outside Contracted Service \$7,300.54	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		4			4	\$ 138.00	\$552.00
	Quarterly Landfill Gas Analysis (1/3 rd cost + 10%)	Contractor		1			Lump sum	\$ 1,089.00	\$ 1,089.00
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	\$ 2,886.20	\$ 2,886.20
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		4			Qty	\$ 175.00	\$ 700.00
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		1			1	\$ 150.00	\$ 150.00
	Man-lift for gas flare source test	Equipment		12				\$ 240.00	\$ 2,880.00
Equipment rental \$150.00	Man-lift for gas flare source test	SCE utility							
Utility \$2,880.00	Electricity billing						820	\$ 1.00	\$320.00

 Mileage
 \$320.00

\$27,220.54

Subtotal

Gas Collection System Monitoring

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor \$8,792.00	Weigh-belt balancing (monthly)	Engineering Technician	8	12	96	\$ 102.00			\$ 9,792.00
							480	\$ 1.00	\$480.00

 Mileage
 \$480.00

\$10,272.00

Subtotal

\$76,050.81

Grand Total

**AMENDMENT NO. 3
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

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 5th day of March, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as **Exhibit D-3**.

E. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months to allow City the time and opportunity to solicit and consider outside bids for consulting services covered by this Agreement, and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the Second Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2019.

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.”

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

“12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2019.”

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

“14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$418,215.91 for the Services at rates provided in **Exhibit B-3** attached hereto and incorporated herein by this reference.”

4. As so amended, the Agreement remains in full force and effect.

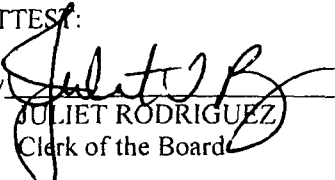
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IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the day and year first written above.

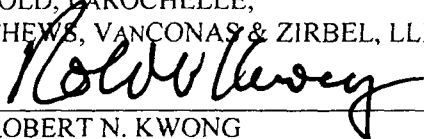
**VENTURA REGIONAL
SANITATION DISTRICT, ("Consultant")**

By 
KEVIN KILDEE
Chairman of the Board

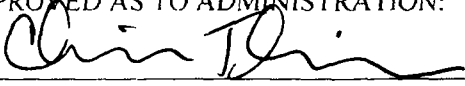
ATTEST:

By 
JULIET RODRIGUEZ
Clerk of the Board

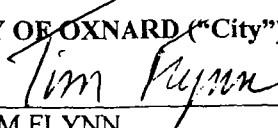
APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By 
ROBERT N. KWONG
Legal Counsel for District

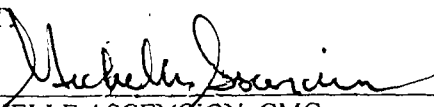
APPROVED AS TO ADMINISTRATION:

By 
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By  3/19/19
TIM FLYNN
Mayor

ATTEST:

By 
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

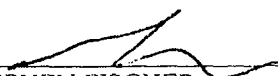
By 
STEPHEN FISCHER
City Attorney

EXHIBIT B-3
AMENDMENT NO. 3 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	\$113,721.00
FY19 Proposed Customer Budget (12 mos.)	<u>\$99,987.00</u>
	<u>\$418,215.91</u>

(See detail on the following pages.)



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY19 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
411500	City of Oxnard /River Ridge/- EPG			
51010	Wages - Regular			
	Account Total---		\$35,074	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	66	\$112	\$7,392
	51010 Engineering Technician LFG Surface Monitoring & Reporting	4	\$112	\$448
	51010 Engineer Gas Collection System and Flare Operation &	16	\$122	\$1,952
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$112	\$672
	51010 Engineering Technician Gas Collection System Monitoring	96	\$112	\$10,752
	51010 Solid Waste Equipment Operator Gas Collection System and Flare Operation &	32	\$109	\$3,488
	51010 Engineer LFG Perimeter Probe & Structure Monitoring	12	\$122	\$1,464
	51010 Engineer LFG Surface Monitoring & Reporting	73	\$122	\$8,906
52079	Environmental Consultants			
	Account Total---		\$26,725	
	52079 Landfill Surface Emission Monitoring	2	\$2,350	\$4,700
	52079 Semiannual GW Monitoring Events & Reports	2	\$7,900	\$15,800
	52079 Gas Flare Source Test	2	\$1,700	\$3,400
	52079 Semiannual Flare Assessment	2	\$1,137	\$2,273
	52079 Quarterly LFG Sampling	4	\$138	\$552
52150	Permits, Licenses and Fees			
	Account Total---		\$920	
	52150 APCD	2	\$460	\$920
52155	Lab Services and Supplies			
	Account Total---		\$20,000	
	52155 Semiannual GW Analytical Lab Services	2	\$10,000	\$20,000
52185	Operating Supplies			
	Account Total---		\$9,828	
	52185 Flare Maintenance & Repair Supplies	2	\$4,500	\$9,000
	52185 Calibration Gas (Oxygen & Methane)	2	\$207	\$414
	52185 Calibration Gas (Zero Air & Methane)	2	\$207	\$414

52186	Other Operating Services	Account Total---	\$700			
	52186 Maintain City's Air Compressor (Quarterly)			4	\$175	ITEM #D-1 \$700
52197	Utilities	Account Total---	\$2,880			
	52197 Electricity			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total---	\$150			
	52220 Manlift			2	\$75	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total---	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			2	\$250	\$500
60598	Fund Transfer Out-FLEET	Account Total---	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
Project 411500 Total---					\$99,987	
Total for this report---					\$99,987	

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

ITEM #D-1

FY18 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
411500 City of Oxnard (River Ridge)- EPG				
51010 Wages - Regular	Account Total—		\$34,058	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	66	\$109	\$7,194
	51010 Engineering Technician LFG Surface Monitoring & Reporting	4	\$109	\$436
	51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &	32	\$106	\$3,392
	51010 Engineer Gas Collection System and Flare Operation &	16	\$118	\$1,888
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$109	\$654
	51010 Engineering Technician Gas Collection System Monitoring	96	\$109	\$10,464
	51010 Engineer LFG Perimeter Probe & Structure Monitoring	12	\$118	\$1,416
	51010 Engineer LFG Surface Monitoring & Reporting	73	\$118	\$8,614
52079 Environmental Consultants	Account Total—		\$34,173	
	52079 Landfill Surface Gas Emissions Monitoring	1	\$7,700	\$7,700
	52079 Semi Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Semi Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
52150 Permits, Licenses and Fees	Account Total—		\$920	
	52150 Permits, Licenses, and Fees	1	\$920	\$920
52155 Lab Services and Supplies	Account Total—		\$25,302	
	52155 Semi Annual GW Monitoring Analytical Lab Svcs	2	\$12,375	\$24,750
	52155 Quarterly LFG Sampling	4	\$138	\$552
52185 Operating Supplies	Account Total—		\$12,528	
	52185 Calibration Gas (Oxygen & Methane)	2	\$207	\$414
	52185 Calibration Gas (Zero Air & Methane)	2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies	1	\$11,000	\$11,000
	52185 Maintain City's Air Compressor	4	\$175	\$700

52197	Utilities	Account Total---	\$2,880			ITEM #D-1
	52197 Electricity			1	\$2,880	\$2,880
52220	Equipment Rental/Lease	Account Total---	\$150			
	52220 Man Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total---	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total---	\$1,180			
	60598 Milcage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
		Project 411500 Total---	\$113,721			
		Total for this report---	\$113,721			

Customer Signature: _____ Date: _____

Approval to Start Project

VRSD Signature: _____ Date: _____

Approval to Start Project



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
11500 City of Oxnard (River Ridge)- EPG				
51010 Wages - Regular	Account Total—		\$40,395	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	\$107	\$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting	77	\$107	\$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting	64	\$107	\$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	\$104	\$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &	16	\$116	\$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$107	\$642
	51010 Senior Engineering Technician Gas Collection System Monitoring	96	\$116	\$11,136
52079 Environmental Consultants	Account Total—		\$38,660	
	52079 (RES) Landfill Surface Emission Monitoring	1	\$7,700	\$7,700
	52079 (OEM) Semi-Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
	52079 Annual Flare Destruction Efficiency Test	1	\$2,686	\$2,686
	52079 Semi-Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Contractor Lab Costs for 4 Samples	4	\$450	\$1,800
52080 Other Professional Services	Account Total—		\$4,000	
	52080 Methane Detectors Factory Service, Equip, &	1	\$4,000	\$4,000
52150 Permits, Licenses and Fees	Account Total—		\$920	
	52150 APCD Permit Fee	1	\$920	\$920
52155 Lab Services and Supplies	Account Total—		\$26,015	
	52155 Laboratory Fees	4	\$178	\$713
	52155 Quarterly Landfill Gas Analytical	4	\$138	\$552
	52155 GW Monitoring Analytical Lab Svcs for 2 Events	2	\$12,375	\$24,750

52185	Operating Supplies	Account Total—	\$11,828		
	52185 Calibration Gas (Oxygen + Methane)		2	\$207	ITEM #5414
	52185 Calibration Gas (Zero Air + Methane)		2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies		1	\$11,000	\$11,000
52186	Other Operating Services	Account Total—	\$700		
	52186 Maintain City's Air Compressor		4	\$175	\$700
52197	Utilities	Account Total—	\$2,880		
	52197 Electricity Billing		12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150		
	52220 Man-Lift for Gas Flare Source Test		1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530		
	60594 GEM Gas Monitor		12	\$76	\$910
	60594 Mule - Portable Vehicle		4	\$280	\$1,120
	60594 Misc Supplies/Hardware		1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,380		
	60598 Mileage - LFG Perimeter Probe & Structure		480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting		200	\$1	\$200
	60598 Mileage - Stormwater Monitoring & Reporting		200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring		500	\$1	\$500
Project 411500 Total—				<u>\$129,457</u>	
Total for this report—				<u><u>\$129,457</u></u>	

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

Landfill Gas Perimeter Probe and Structures Monitoring		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring									
Labor	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	\$ 107.00			\$5,136.00
\$8,348.00	Calibrate permanent gas monitoring unit	Environmental Resource Analyst	1.0	12	12	\$ 107.00			\$1,284.00
	Calibrate test gas monitoring units	Environmental Resource Analyst	0.5	12	6	\$ 107.00			\$642.00
Reporting									
	Prepare Monthly Report for EMD	Environmental Resource Analyst	1	12	12	\$ 107.00			\$1,284.00
Materials	Calibration Gas (oxygen + methane)						2	\$ 287.00	\$414.00
\$414.00									
Equipment	GEM - Gas Monitor						12	\$ 75.83	\$909.96
\$2,638.92	Mile - Portable Vehicle						4	\$ 279.99	\$1,119.96
	Misc. Supplies/Hardware						1	\$ 800.00	\$800.00
Mileage	Mileage						400	\$ 1.00	\$400.00
\$400.00									
Subtotal									\$11,769.92

Landfill Gas Surface Monitoring and Reporting		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring									
Labor	Follow-up monitoring for leaks detected (contingency for any surface emissions excursions)	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
\$8,331.00									
Reporting									
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	\$ 107.00			\$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	\$ 107.00			\$749.00
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Monthly Data Outgoing for Reports	Environmental Resource Analyst	2	12	24	\$ 107.00			\$2,568.00
Materials	Calibration Gas (zero air + methane)						2	\$ 207.00	\$414.00
\$414.00									
Outside Contracted Services	RTS, Inc. - Landfill Surface Emissions Monitoring (unit + 1000) (Excuse for FY 18/19 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)	Contractor		1			Lump sum	\$ 6,880.70	\$ 6,880.70
\$6,880.70									
Fees	APCD Permit Fee (10 fee)						1	\$ 879.75	\$879.75
\$879.75									
Mileage							80	\$ 1.00	\$80.00
\$80.00									
Subtotal									\$16,478.43

Stormwater Monitoring and Reporting		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Monitoring									
Labor	8 wet season inspections	Environmental Resource Analyst	2	6	12	\$ 107.00			\$1,284.00
\$4,768.00	Stormwater sampling - 4 sampling events (2016 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	\$ 107.00			\$428.00
	4 dry season inspections	Environmental Resource Analyst	2	4	8	\$ 107.00			\$856.00
	Conduct Annual SW Inspection	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
Plans and Reporting									
	Conduct Annual Certification and SWMP review	Environmental Resource Analyst	8	1	8	\$ 107.00			\$856.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	\$ 107.00			\$856.00
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	\$ 107.00			\$2,247.00
Outside Contracted Services	Laboratory Fees						4	\$ 430.00	\$1,720.00

211

**AMENDMENT NO. 4
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027
AGREEMENT FOR CONSULTING SERVICES**

THIS FOURTH AMENDMENT ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, landfill gas collection system and flare operations and maintenance, and landfill gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment); and

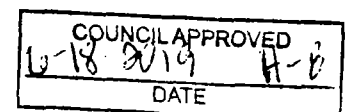
E. On March 5, 2019, City and Consultant agreed to amend the Agreement to review and extend the Agreement for one year and add additional compensation to Consultant (Third Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as Exhibit D-4.

F. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the Second Amendment:



“8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2020. 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.”

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

“12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2020.”

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

“14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$520,783.91 for the Services at rates provided in **Exhibit B-4** attached hereto and incorporated herein by this reference.”

4. As so amended, the Agreement remains in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the day and year first written above.

**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By Kevin Kildee
KEVIN KILDEE
Chairman of the Board

ATTEST:

By Julie Rodriguez
JULIE RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By Robert N. Kwong
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By Chris Theisen
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By Tim Flynn 6/8/19
TIM FLYNN
Mayor

ATTEST:

By Michelle Ascencion
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By Stephen Fischer
STEPHEN FISCHER
City Attorney

EXHIBIT B-4
AMENDMENT NO. 4 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	\$113,721.00
FY19 Proposed Customer Budget	\$99,987.00
FY20 Proposed Customer Budget	<u>\$102,568.00</u>
	<u>\$520,783.91</u>

(See FY20 detail on the following pages.)

52186	Other Operating Services	Account Total---	\$700			
	52186 Maintain City's Air Compressor (Quarterly)			4	\$175	ITEM #D-1 \$700
52197	Utilities	Account Total---	\$2,880			
	52197 Electricity			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total---	\$150			
	52220 Manlift			2	\$75	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total---	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			2	\$250	\$500
60598	Fund Transfer Out-FLEET	Account Total---	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
		Project 411500 Total---	\$102,568			
		Total for this report---	\$102,568			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

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."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2019."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$418,215.91 for the Services at rates provided in Exhibit B-3 attached hereto and incorporated herein by this reference."

4. As so amended, the Agreement remains in full force and effect.

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EXHIBIT B-3
AMENDMENT NO. 3 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	\$113,721.00
FY19 Proposed Customer Budget (12 mos.)	<u>\$99,987.00</u>
	<u>\$418,215.91</u>

(See detail on the following pages.)

52186	Other Operating Services	Account Total---	\$700			ITEM #D-1
	52186 Maintain City's Air Compressor (Quarterly)			4	\$175	\$700
52197	Utilities	Account Total---	\$2,880			
	52197 Electricity			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total---	\$150			
	52220 Manlift			2	\$75	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total---	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			2	\$250	\$500
60598	Fund Transfer Out-FLEET	Account Total---	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
Project 411500 Total---			\$99,987			
Total for this report---			\$99,987			

Customer Signature: _____ Date: _____

Approval to Start Project

VRSD Signature: _____ Date: _____

Approval to Start Project

52197	Utilities	Account Total—	\$2,880			
	52197 Electricity			1	\$2,880	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Man Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,180			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500

Project	411500 Total—	<u>\$113,721</u>
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Total for this report—	<u><u>\$113,721</u></u>
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Customer Signature: _____ Date: _____

Approval to Start Project

VRSD Signature: _____ Date: _____

Approval to Start Project

52185	Operating Supplies	Account Total—	\$11,828			ITEM #D-1
	52185 Calibration Gas (Oxygen + Methane)			2	\$207	\$414
	52185 Calibration Gas (Zero Air + Methane)			2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies			1	\$11,000	\$11,000
52186	Other Operating Services	Account Total—	\$700			
	52186 Maintain City's Air Compressor			4	\$175	\$700
52197	Utilities	Account Total—	\$2,880			
	52197 Electricity Billing			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total—	\$150			
	52220 Man-Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total—	\$1,380			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Stormwater Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
		Project 411500 Total—	\$129,457			
		Total for this report—	\$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

8/1/2016

222

2. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the First Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2018. 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."

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified Paragraph 6 of the First Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018."

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified Paragraph 7 of the First Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$318,228.91 for the Services at rates provided in Exhibit B-2 attached hereto and incorporated herein by this reference."

5. As so amended, the Agreement remains in full force and effect.

**Exhibit A-2
Scope of Services**

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports. Retain Title V and CCR 17 records.
4. Prepare AB32 / CCR 17 Reports. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
5. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations. This work was not started in FY2017, as originally planned. This work will be completed in FY2019/2020.



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY18 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
411500 City of Oxnard (River Ridge)- EPG				
51010 Wages - Regular	Account Total—		\$34,058	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	66	\$109	\$7,194
	51010 Engineering Technician LFG Surface Monitoring & Reporting	4	\$109	\$436
	51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &	32	\$106	\$3,392
	51010 Engineer Gas Collection System and Flare Operation &	16	\$118	\$1,888
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$109	\$654
	51010 Engineering Technician Gas Collection System Monitoring	96	\$109	\$10,464
	51010 Engineer LFG Perimeter Probe & Structure Monitoring	12	\$118	\$1,416
	51010 Engineer LFG Surface Monitoring & Reporting	73	\$118	\$8,614
52079 Environmental Consultants	Account Total—		\$34,173	
	52079 Landfill Surface Gas Emissions Monitoring	1	\$7,700	\$7,700
	52079 Semi Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Semi Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
52150 Permits, Licenses and Fees	Account Total—		\$920	
	52150 Permits, Licenses, and Fees	1	\$920	\$920
52155 Lab Services and Supplies	Account Total—		\$25,302	
	52155 Semi Annual GW Monitoring Analytical Lab Svcs	2	\$12,375	\$24,750
	52155 Quarterly LFG Sampling	4	\$138	\$552
52185 Operating Supplies	Account Total—		\$12,528	
	52185 Calibration Gas (Oxygen & Methane)	2	\$207	\$414
	52185 Calibration Gas (Zero Air & Methane)	2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies	1	\$11,000	\$11,000
	52185 Maintain City's Air Compressor	4	\$175	\$700

10/18/2017

1



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
11500 City of Oxnard (River Ridge)- EPG				
51010 Wages - Regular	Account Total—		\$40,395	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	\$107	\$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting	77	\$107	\$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting	64	\$107	\$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	\$104	\$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &	16	\$116	\$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$107	\$642
	51010 Senior Engineering Technician Gas Collection System Monitoring	96	\$116	\$11,136
52079 Environmental Consultants	Account Total—		\$38,660	
	52079 (RES) Landfill Surface Emission Monitoring	1	\$7,700	\$7,700
	52079 (OEM) Semi-Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
	52079 Annual Flare Destruction Efficiency Test	1	\$2,686	\$2,686
	52079 Semi-Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Contractor Lab Costs for 4 Samples	4	\$450	\$1,800
52080 Other Professional Services	Account Total—		\$4,000	
	52080 Methane Detectors Factory Service, Equip, &	1	\$4,000	\$4,000
52150 Permits, Licenses and Fees	Account Total—		\$920	
	52150 APCD Permit Fee	1	\$920	\$920
52155 Lab Services and Supplies	Account Total—		\$26,015	
	52155 Laboratory Fees	4	\$178	\$713
	52155 Quarterly Landfill Gas Analytical	4	\$138	\$552
	52155 GW Monitoring Analytical Lab Svcs for 2 Events	2	\$12,375	\$24,750

FY 18 Budget

Landfill Gas Performance Data and Structures Monitoring		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Units	Unit Cost	Total Cost
Labor \$8,345.00	Monitoring	Environmental Resource Analyst	4	12	48	\$ 107.00			\$5,136.00
	California Standard gas monitoring test	Environmental Resource Analyst	1.0	12	12	\$ 107.00			\$1,284.00
	California landfill gas monitoring tests	Environmental Resource Analyst	0.5	12	6	\$ 107.00			\$642.00
	Reporting	Environmental Resource Analyst	1	12	12	\$ 107.00			\$1,284.00
Materials \$454.00	Collection Gas (baggies + methane)						2	\$ 107.00	\$454.00
Equipment \$2,598.00	GBM - Gas Monitor						12	\$ 75.00	\$900.00
	Wheeler - Portable Vehicle						4	\$ 275.00	\$1,100.00
	Misc. Supplies/Tools						1	\$ 300.00	\$300.00
Mileage \$400.00	Mileage						400	\$ 1.00	\$400.00
Subtotal									\$11,360.00

Landfill Gas Emissions Monitoring and Reporting		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Units	Unit Cost	Total Cost
Labor \$8,312.00	Monitoring	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
	Reporting	Environmental Resource Analyst	10	2	20	\$ 107.00			\$2,140.00
	Annual Startup, Shutdown and Maintenance Report	Environmental Resource Analyst	3	1	3	\$ 107.00			\$321.00
	Employee Inventory Report	Environmental Resource Analyst	3	2	6	\$ 107.00			\$642.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	\$ 107.00			\$749.00
	AS-321/Title 17 Reporting	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Monthly GHG Calculating for Reports	Environmental Resource Analyst	2	12	24	\$ 107.00			\$2,568.00
Materials \$454.00	Collection Gas (bags + methane)						2	\$ 107.00	\$454.00
Outside Contracted Services \$5,000.00	URS, Inc. - Landfill Gas Emissions Monitoring (week + \$200) [The URS Inc. FY 18 contract monitoring frequency has been reduced from weekly to bi-weekly. If monitoring results exceed regulatory limits, monitoring frequency will increase to weekly.]	Contractor		1			Lump sum	\$ 4,000.00	\$ 4,000.00
Fees \$275.75	APCD Permit Fee (1.0 fee)						1	\$ 275.75	\$275.75
Mileage \$20.00							20	\$ 1.00	\$20.00
Subtotal									\$14,439.45

Greenhouse Gas Monitoring and Reporting		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Units	Unit Cost	Total Cost
Labor \$4,708.00	Monitoring	Environmental Resource Analyst	2	6	12	\$ 107.00			\$1,284.00
	Quarterly sampling - 4 sampling events (2015-BW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	2	4	8	\$ 107.00			\$856.00
	4 dry season inspections	Environmental Resource Analyst	2	4	8	\$ 107.00			\$856.00
	Quarterly Annual Site Inspection	Environmental Resource Analyst	4	1	4	\$ 107.00			\$428.00
	Plan and Reporting	Environmental Resource Analyst	6	1	6	\$ 107.00			\$642.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	\$ 107.00			\$856.00
	State Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	\$ 107.00			\$2,247.00
Outside Contracted Services \$1,500.00	Laboratory Fees						4	\$ 450.00	\$1,800.00

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
 Project/Program
 Manager: Thien Ng

Date: January 23, 2018
 Phone: 271-2220

Reason for Appropriation:

Appropriates additional funds to cover FY18 landfill monitoring charges (PO#5677) per 2nd Amendment with Ventura Regional Sanitation District.

Accounts and DescriptionsAMOUNT

Fund: 101- General Fund

Expenditures/Transfers Out

101-1002-808.87-21 TRANSFERS - OUT / TSFR TO GOLF COURSE FD 52,000

Sub-total Expenditures 52,000

Net Change to Fund Balance (52,000)

Fund: 651- Golf Course Operating

Revenues/ Transfers In

651-1001-711.79-01 OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUI 52,000

Sub-total Revenues 52,000

Expenditures/Transfers Out

651-6402-842.82-09 CONTRACTUAL SERVICES / SERVICES-OTHER PROF/CONTI 52,000

Sub-total Expenditures 52,000

Net Change to Fund Balance 0

Net Appropriation Change 52,000

Approvals

Department Director

Chief Financial Officer

City Manager



3. The following language shall replace the original provisions of Section 9 in the Agreement:

"9. Principal-in-Charge

Consultant hereby designates Matthew Baumgardner as its principal-in-charge and person responsible for necessary coordination with Manager."

4. The following language shall be added as a second paragraph to Section 10 (Permits, Licenses, Certificates) in the Agreement:

"Consultant's responsibility under this Agreement shall be subject to the terms and conditions of VRSD Contract No. 00-023-02 which is titled Amended and Restated Golf Course Lease and Landfill Postclosure Agreement By and Between Ventura Regional Sanitation District and City of Oxnard Dated May 21, 2002, is incorporated fully herein by this reference as Exhibit C-1. Parties agree that if any conflict arises between the terms and conditions of the Agreement, as amended, and the terms and conditions of Exhibit C-1 shall prevail and take precedence."

5. The following language shall be added as a third sentence to Section 11 (City's Responsibility) in the Agreement:

"City's responsibility under this Agreement shall be subject to the terms and conditions of Exhibit C-1."

6. The following language shall replace the original provisions of Section 12 in the Agreement:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2017."

7. The following language shall replace the original provisions of Section 14.a. in the Agreement:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$129,457 for the Services at rates provided in Exhibit B-1 attached hereto and incorporated herein by this reference."

8. The following language shall replace the original provisions of Section 40(b) in the Agreement:

"b. Any notices to the City may be delivered personally or by mail addressed to the City of Oxnard, Public Works Department, 305 W. Third Street, Oxnard, California 93030, Attention: Badaoui Mouderrres."

9. As so amended, the Agreement remains in full force and effect.

(signatures on following page)

**Exhibit A-1
Scope of Services**

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.
4. Prepare AB32 / CCR 17 Reports.
5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
6. Retain Title V and CCR 17 records.
7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations.

52185	Operating Supplies	Account Total---	\$11,828			
	52185 Calibration Gas (Oxygen + Methane)			2	\$207	ITEM #D-1 \$414
	52185 Calibration Gas (Zero Air + Methane)			2	\$207	\$414
	52185 Flare Maintenance & Repair Supplies			1	\$11,000	\$11,000
52186	Other Operating Services	Account Total---	\$700			
	52186 Maintain City's Air Compressor			4	\$175	\$700
52197	Utilities	Account Total---	\$2,880			
	52197 Electricity Billing			12	\$240	\$2,880
52220	Equipment Rental/Lease	Account Total---	\$150			
	52220 Man-Lift for Gas Flare Source Test			1	\$150	\$150
60594	Fund Transfer Out-EQUIPMENT	Account Total---	\$2,530			
	60594 GEM Gas Monitor			12	\$76	\$910
	60594 Mule - Portable Vehicle			4	\$280	\$1,120
	60594 Misc Supplies/Hardware			1	\$500	\$500
60598	Fund Transfer Out-FLEET	Account Total---	\$1,380			
	60598 Mileage - LFG Perimeter Probe & Structure			480	\$1	\$480
	60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Stormwater Monitoring & Reporting			200	\$1	\$200
	60598 Mileage - Gas Coll Sys Monitoring			500	\$1	\$500
			Project 411500 Total---		\$129,457	
			Total for this report---		\$129,457	

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

Approve Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District

Public Works and Transportation Committee
June 9, 2020

Brian Yanez
Assistant Public Works Director



RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District (VRSD) in the amount of \$97,960 for a total not to exceed amount of \$618,743.91 and to extend the term from June 30, 2020 to June 30, 2021 for monitoring and reporting of the closed Santa Clara Landfill.

BACKGROUND

- Ventura Regional Sanitation District (VRSD) has managed Santa Clara Landfill since closure and building of City's River Ridge Golf Course
- May 2002: Council approved lease (Lease Agreement) from VRSD of two (2) parcels of real property, including landfill parcel for constructing and maintaining golf course facilities
- From 2002 to 2015, VRSD provided regulatory testing and reporting services to monitor area's groundwater and gas emissions affected by presence of decomposing refuse below surface
- June 8, 2015: City and VRSD entered into a new agreement for VRSD to continue to provide monitoring and reporting services

3

BACKGROUND

AGREEMENT/ AMENDMENT	COUNCIL APPROVAL	VALUE AMOUNT	AMENDMENT AMOUNT	TOTAL AMOUNT	TERM
7167-15-CM	11/17/2015	\$75,050.91	\$0	\$75,050.91	6/30/2016
First Amendment	4/11/2017	\$75,050.91	\$129,457.00	\$204,507.91	6/30/2017
Second Amendment	1/23/2018	\$204,507.91	\$113,721.00	\$318,228.91	6/30/2018
Third Amendment	3/5/2019	\$318,228.91	\$99,987.00	\$418,215.91	6/30/2019
Fourth Amendment	6/18/2019	\$418,215.91	\$102,568.00	\$520,783.91	6/30/2020
Fifth Amendment	Pending June 30, 2020	\$520,783.91	\$97,960.00	\$618,743.91	6/30/2021

4

DISCUSSION

- Current VRSD agreement expires June 30, 2020
- Public Works Department requesting a Fifth Amendment to renew for another year
- Increasing contract value and extending term to June 30, 2021.
- Services provided by VRSD critical for City to meet local, State and federal air and groundwater quality mandates.

5

FINANCIAL IMPACT

- Cost for this Amendment with VRSD is \$97,960.00; increasing contract value to \$618,743.91
- Funding has been requested in the FY 2020-21 budget from the Golf Course Operations Fund 651 (account 651-6402-842.82-09)

6





PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: June 9, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Second Amendment to Agreement A-7971 with Garcia's Landscape Maintenance Inc. for Landscape Maintenance Services in Various Districts. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-7971 in the amount of \$343,720 for a total not to exceed amount of \$1,252,720 for landscape maintenance services in various Districts and to extend the term from June 30, 2020 to December 31, 2020.

BACKGROUND

The Special Districts Division of Public Works currently manages 36 LMDs and one (1) Maintenance Assessment District (MAD) that have landscape maintenance throughout the City of Oxnard (City). These LMD/MADs (Districts) contain routine maintenance and improvements that add value and enhance the aesthetic qualities of the districts. All parcels within these districts are assessed by the City for the annual cost of landscape maintenance services.

On April 7, 2017, the City released a request for bid (RFB) for landscape maintenance services for these Districts. The City received a total of two (2) responsive bids for these services: Garcia's Landscape Maintenance, Inc. (Garcia's) and Kaneko Landscaping Services, Inc. (Kaneko.) On May 23, 2017, the City Council awarded both companies a contract for services based on the lowest bid they submitted for each respective District. Agreement A-7971 was executed with Garcia's for \$108,000 for LMD 25 The Pointe, LMD 55 Wingfield West, and LMD 58 Westwind and Agreement A-7970 was executed with Kaneko for \$1,516,680 for all remaining Districts.

On December 1, 2017, the City received notice that the owner of Kaneko passed away unexpectedly which required the business to close. Landscape maintenance services ended abruptly and the City moved quickly to find a new contractor to take over maintenance responsibilities.

On December 17, 2017, the First Amendment to Agreement A-7971 was approved by the City Council to allow Garcia's, as the second lowest bidder on these properties, to take over responsibility for the landscape maintenance of all Districts within the City. The amount of this amendment was \$801,000 increasing the not to exceed amount to \$909,000 to take over the remaining term of the Districts that were in the previous vendor's contract. Through this amendment, Garcia's assumed landscape maintenance of all Districts through June 30,

2020.

DISCUSSION

The Second Amendment with Garcia's will increase the current contract by \$343,720 and allow for an additional 6 months of services to the Districts. This increase and term extension will allow the Special Districts Division time to move forward with a new RFB process. The Special Districts Division will release an RFB for landscape maintenance services in July 2020 to ensure that the City is receiving the best available prices for landscape maintenance services rendered in the Districts. Once the bid award is made, staff will return to the City Council for the approval of a new landscape maintenance contract for the Districts to be effective January 1, 2021.

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

The cost increase for this Second Amendment with Garcia's is \$343,720 for landscape maintenance services through December 31, 2020. All costs associated with this agreement will be charged to each District and is included in the Fiscal Year 2020-21 proposed budget. There are sufficient funds in each respective District fund for these services.

Item #	Account Number	District Name	Amount
1	124-1606-805-8209	LMD No. 3 (River Ridge)	\$11,400.00
2	125-1606-805-8209	MAD No. 4 (Mandalay Beach/Colony/Hotel)	\$9,000.00
3	128-1606-805-8209	LMD No. 10 (Country Club Estates)	\$2,250.00
4	129-1606-805-8209	LMD No. 11 (St. Tropez)	\$277.50
5	131-1606-805-8209	LMD No. 12 (Standard Pacific)	\$2,700.00
6	132-1606-805-8209	LMD No. 14 (California Cove)	\$7,500.00
7	133-1606-805-8209	LMD No. 16 (California Lighthouse)	\$4,500.00
8	134-1606-805-8209	LMD No. 13 (Le Village)	\$600.00
9	143-1606-805-8209	LMD No. 23 (Greystone)	\$1,350.00
10	144-1606-805-8209	LMD No. 24 (Vineyards)	\$3,630.00
11	145-1606-805-8209	LMD No. 25 (Pointe)	\$4,800.00
12	147-1606-805-8209	LMD No. 27 (Rose Island)	\$6,000.00
13	148-1606-805-8209	LMD No. 28 (Harborside)	\$16,800.00
14	151-1606-805-8209	LMD No. 30 (Haas Automation)	\$9,600.00
15	152-1606-805-8209	LMD No. 31 (Rancho De La Rosa)	\$16,800.00
16	153-1606-805-8209	LMD No. 32 (Oak Park)	\$3,000.00
17	154-1606-805-8209	LMD No. 33 (El Paseo)	\$8,700.00
18	156-1606-805-	LMD No. 34 (Sunrise Pointe & Sunset	\$13,800.00

	8209	Cove)	
19	157-1606-805-8209	LMD No. 36 (Villa Santa Cruz & Villa Carmel)	\$16,800.00
20	158-1606-805-8209	LMD No. 37 (Pacific Breeze)	\$4,500.00
21	159-1606-805-8209	LMD No. 38 (Aldea Del Mar)	\$15,000.00
22	160-1606-805-8209	LMD No. 39 (Promesa & Sueno)	\$22,008.00
	161-1606-805-8209	LMD No. 39 (DR Horton)	\$7,992.00
23	162-1606-805-8209	LMD No. 40 (Cantada)	\$13,200.00
24	163-1606-805-8209	LMD No. 41 (Pacific Cove)	\$4,500.00
25	164-1606-805-8209	LMD No. 42 (Cantabria & Coronado)	\$23,400.00
26	165-1606-805-8209	LMD No. 43 (Greenbelt)	\$19,200.00
27	170-8009-899-8209	LMD No. 46 (Daily Ranch)	\$24,000.00
28	170-8004-899-8209	LMD No. 47 (Sycamore Place)	\$7,800.00
29	170-8006-899-8209	LMD No. 49 (Cameron Ranch)	\$10,800.00
30	170-8007-899-8209	LMD No. 50 (Pleasant Valley Senior Housing)	\$9,000.00
31	170-8008-899-8209	LMD No. 51 (Pfeiler)	\$19,200.00
32	170-8009-899-8209	LMD No. 52 (Wingfield)	\$3,600.00
33	170-8010-899-8209	LMD No. 53 (Huff Court)	\$212.50
34	170-8012-899-8209	LMD No. 54 (Meadow Crest Villas)	\$1,800.00
35	170-8013-899-8209	LMD No. 55 (Wingfield West)	\$6,000.00
36	170-8016-899-8209	LMD No. 58 (Westwind)	\$7,200.00
37	170-8018-899-8209	LMD No. 60 (Artisan)	\$4,800.00
	TOTAL		\$343,720.00

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. Garcia's A-7971 2nd Amendment
2. Garcia's A-7971 1st Amendment
3. Garcia's A-7971 LMDs Contract
4. Districts Map and Legend
5. Garcias Landscape PowerPoint

**SECOND AMENDMENT TO CONTRACT FOR MAINTENANCE OF LANDSCAPE
MAINTENANCE DISTRICT**

This Second Amendment ("Second Amendment") to the Contract for Maintenance of Landscape Maintenance Districts ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of June, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscape Maintenance, Inc. ("Contractor"). This Second Amendment amends the Agreement entered into on May 23, 2017, by City and Garcia's Landscape Maintenance, Inc. The Agreement previously was amended on January 1, 2018, by a First Amendment.

City and Garcia's Landscape Maintenance, Inc. agree as follows:

1. In Section 4 of the Agreement, the selected answer is hereby amended to state:
"Not to exceed amount of \$909,000 is deleted and replaced with the figure of \$1,252,720"
2. The following is attached hereto and incorporated herein by this reference into the Agreement: "12. Term. This Agreement shall end on the date that is written as December 31, 2020. Time is of the essence in this Agreement."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

**GARCIA'S LANDSCAPE
MAINTENANCE INC**

☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

Pablo Garcia, President² Date

Tenley Garcia, Secretary Date

ATTEST:

Michelle Ascencion, City Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

Agreement No. A-7971

**FIRST AMENDMENT TO CONTRACT FOR MAINTENANCE OF LANDSCAPE
MAINTENANCE DISTRICTS**

This First Amendment ("First Amendment") to the Contract for Maintenance of Landscape Maintenance Districts ("Contract") is made and entered into in the County of Ventura, State of California, this 1st day of January, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscape Maintenance, Inc. ("Contractor"). This First Amendment amends the Contract entered into on May 23, 2017, by City and Garcia's Landscape Maintenance, Inc.

Whereas: Garcia's Landscape Maintenance, Inc. will be responsible for providing landscape maintenance services within the districts listed in recital 1 at service level B. These districts have been removed from Contract A-7970 with Kaneko Landscaping Services, Inc. pursuant to General Provision 6-11 of that Contract and are hereby reassigned to Garcia's Landscape Maintenance, Inc.

City and Garcia's Landscape Maintenance, Inc. agree as follows:

1. The Districts listed below are hereby added to Section 2 of the Contract at service level B:

	<u>Monthly</u>	<u>30 Months</u>
LMD #31 – Rancho Del La Rosa	\$2,800.00	\$84,000.00
LMD #36 – Villa Santa Cruz	2,800.00	84,000.00
LMD #38 – Aldea Del Mar	2,500.00	77,000.00
LMD #39 – El Sueno Promesa	3,668.00	110,040.00
LMD #39 – DR Horton	1,332.00	39,960.00
LMD #40 – Cantada	2,200.00	66,000.00
LMD #42 – Cantabria	3,900.00	117,000.00
LMD #46 – Daily Ranch	4,000.00	120,000.00
LMD #51 – Pfeiler	3,200.00	96,000.00
LMD # 54 – Meadow Crest	300.00	9,000.00

2. In Section 1 of the Contract, the following language is added to the end of the first sentence:

"except for the document titled *City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts* in the Special Provisions; all of the aforementioned documents, other than the exception, are incorporated herein by this reference. The Contract also consists of the document titled "*City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts version 2*", which is attached hereto and incorporated herein as Exhibit C."

3. Exhibit C entitled *City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts version 2*, which is attached hereto, is hereby added incorporated by reference.

3. In Section 4 of the Contract, the not to exceed amount of "\$108,000.00" is deleted and replaced with the figure \$909,000.00.

4. As so amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

GARCIA'S LANDSCAPE MAINTENANCE, INC.

Greg Nyhoff, City Manager

Date

Pablo Garcia, President

Date

Tenley Garcia, Secretary

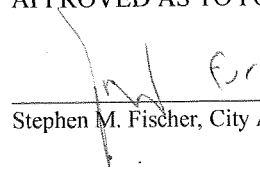
Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

11/13/17
Date

APPROVED AS TO CONTENT:


Sandra Burkhart, Project Manager

11-14-17
Date

Jim Throop, Department Head

Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT
REMOVE THIS BOX

11. City Clerk

District Name	Account	Contract Amount
The Pointe - 25	145-5702-804-8209	\$28,800
Rancho de la Rosa – 31	152-5702-804-8209	\$84,000
Villa Santa Cruz/Carmel – 36	157-5702-804-8209	\$84,000
Aldea del Mar – 38	159-5702-804-8209	\$75,000
El Sueno/Promesa – 39	160-5702-804-8209	\$110,040
DR Horton – 39	161-5702-804-8209	\$39,960
Cantada – 40	162-5702-804-8209	\$66,000
Cantabria/Coronado – 42	164-5702-804-8209	\$117,000
Daily Ranch – 46	170-8003-899-8209	\$120,000
Pfeiler – 51	170-8008-899-8209	\$96,000
Meadow Crest – 54	170-8012-899-8209	\$9000
Wingfield West – 55	170-8013-899-8209	36,000
Westwind – 58	170-8016-899-8209	43,200

3. In Section 4 of the Contract, the not to exceed amount of "\$108,000.00" is deleted and replaced with the figure \$909,000.00.

4. As so amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

GARCIA'S LANDSCAPE MAINTENANCE, INC.

Greg Nyhoff, City Manager Date

Pablo Garcia, President 11/14/17 Date

Tenley Garcia, Secretary 11/14/17 Date

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Sandra Burkhardt, Project Manager Date

Jim Throop, Department Head Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date

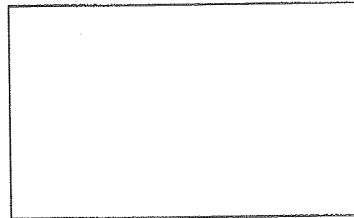


EXHIBIT C

ITEM #D-2

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Version 2

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Annually	X	X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Respond within 24 hours of notification	X	X	X	X	
	Not Performed					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape as scheduled	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Weekly	X				
	2x Month		X			
	Monthly			X	X	
	Not performed					X

CITY OF OXNARD CONTRACT FOR MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICTS

THIS CONTRACT ("Contract") is made and entered this 23rd day of May, 2017 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GARCIA'S LANDSCAPE MAINTENANCE, INC. ("Contractor").

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Prequalification Packet, Instructions to Bidders, General Provisions, Special Provisions, Maps, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-B and all insurance documentation, the City business license, permits from regulatory agencies, and Addenda. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of the Landscape Maintenance Districts ("Project"), as described in this Contract and in the incorporated Contract Documents, for the following districts:

District Name	Service Level
The Pointe – 25	B
Wingfield West – 55	B
Westwind – 58	B

3. Extra Work. As needed, City may contact Contractor to perform work in a good and workmanlike manner for the maintenance of other landscape maintenance districts, some community facilities districts, and/or a waterways assessment district. If Contractor accepts that work either in writing or by beginning any part of the requested work, it shall be paid in accordance with the prices as submitted in its Bid. There is no guarantee of this extra work.

4. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of One Hundred and Eight Thousand dollars (\$108,000.00) in accordance with the prices as submitted in the Bid. More specifically, City shall pay Contractor a not to exceed amount as specified below for each district:

District Name	Maximum Amount
The Pointe – 25	\$28,800
Wingfield West – 55	\$36,000
Westwind – 58	\$43,200

5. Wages. Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated

herein by reference as **Exhibit A**. While this Agreement is in effect, Contractor 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, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

e. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The Contractor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Contractor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including any incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations,

whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract 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 Contract for all purposes

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

GARCIA'S LANDSCAPE MAINTENANCE, INC.

Dated: 5/8/17

By: [Signature]

By: [Signature]

Title: President

Title: Secretary

CITY OF OXNARD

By: [Signature]

City Manager

APPROVED AS TO FORM:

By: [Signature]

City Attorney

APPROVED AS TO CONTENT:

By: [Signature]

Project Manager

APPROVED AS TO INSURANCE:

By: [Signature]

Risk Manager

By: [Signature]

Finance Director

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind Contractor.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT 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.

2.1 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;

2.2 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";

2.3 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 affecting coverage required by this Exhibit INS-B. 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 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 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 Consultant 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 contractor 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 notes of cancellation.**

Endorsement Forms

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

INS-B.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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMPOP 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				OWNED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Any 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

INS-B doc

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

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

LOSS ADJUSTMENT EXPENSE _____

(to) _____

Included in Limits _____

In Addition to Limits _____

Telephone: _____

NAMED INSURED _____

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY _____

BUSINESS AUTO POLICY _____

OTHER _____

OTHER PROVISIONS**LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent _____

Underwriter _____

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

Signature _____

(original signature required)

Telephone () _____

Date Signed _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/03/2016

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 Simi Oaks Insurance Agency 28106 Avenue Crocker Ste A Valencia, CA 91355 License #: 0239959	CONTACT NAME: Lori Spencer PHONE (A/C, No, Ext): (888) 501-5552 FAX (A/C, No): (888) 270-4838 E-MAIL ADDRESS: lspencer@heming-ins.com INSURER(S) AFFORDING COVERAGE INSURER A: AmTrust International Underwriters Ltd. <i>AXI</i> INSURER B: Hartford Casualty Insurance Company <i>ATXV</i> INSURER C: Republic Underwriters Insurance Company <i>AXI</i> INSURER D: INSURER E: INSURER F:
INSURED Garcia's Landscaping Maintenance Inc. 2101 Hughes Drive Oxnard, CA 93033	

COVERAGES

CERTIFICATE NUMBER: 00000000-373101

REVISION NUMBER: 92

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	EN102362203	06/11/2016	06/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	72 UEC HA2708	03/04/2016	03/04/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
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/A	ATW006819-01	05/12/2016	05/12/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Oxnard are named additional insured per the attached blanket additional insured endorsements for the General Liability Policy and The Business Auto Policy. Waiver of subrogation applies to the General Liability, Auto Liability and Workers Compensation policy.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Attn: Risk Manager 300 W. Third Street, Suite 302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lori Spencer</i> (LS1)
--	--

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POLICY NUMBER: EN102362203

COMMERCIAL GENERAL LIABILITY
NX GL 189 05 11**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSUREDS -
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number: EN102362203	Endorsement Effective: 6/11/2016 12:01 a.m.
Named Insured: GARCIA'S LANDSCAPING MAINTENANCE INC. DBA: GARCIA'S LANDSCAPING MAINTENANCE INC	Counter Signed By: 

SCHEDULE

Name of Person or Organization: Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.
Location:

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

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

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

2. Exclusions

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 services, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site 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.

C. The words "you" and "your" refer to the Named Insured shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
NX GL 189 05 11**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**D. The following are added to **SECTION V – DEFINITIONS**:

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

E. The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. Primary Wording

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

2. Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

**COMMERCIAL AUTOMOBILE
HA 99 16 03 12**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

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

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

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

B. Employees as Insureds

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

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

C. Lessors as Insureds

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

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

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

D. Additional Insured if Required by Contract

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

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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

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

(2) How Limits Apply

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

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

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

(3) Additional Insureds Other Insurance

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

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

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

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

E. Primary and Non-Contributory if Required by Contract

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

(3) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

2. AUTOS RENTED BY EMPLOYEES

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

The OTHER INSURANCE Condition is amended by adding the following:

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

3. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

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

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

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

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

6. LOAN/LEASE GAP COVERAGE

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

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

7. AIRBAG COVERAGE

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

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

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

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

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

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

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

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

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

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

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

9. EXTRA EXPENSE - BROADENED COVERAGE

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

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

11. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

14. HIRED AUTO - COVERAGE TERRITORY

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

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

15. WAIVER OF SUBROGATION

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

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

16. RESULTANT MENTAL ANGUISH COVERAGE

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

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

17. EXTENDED CANCELLATION CONDITION

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

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

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

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

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

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

For the purposes of the coverage provision,

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

19. VEHICLE WRAP COVERAGE

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

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

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

Endorsement Effective 05-12-2016

Policy No. ATW 006818-01

Endorsement No. 1

Insured

Insurance Company

Garcia's Landscaping Maintenance, Inc. (A Corp)

Republic Underwriters Insurance Company

Countersigned By _____

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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 A 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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2012**

- a. Contractor shall compensate any employee of Contractor 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, Contractor 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, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Contractor 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 Contractor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Contractor, effective immediately.
- d. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Contractor of the amount owed.

EXHIBIT B: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

REQUEST FOR PREQUALIFICATION OF BIDDERS ON FORTHCOMING MAINTENANCE PROJECT BIDS

NOTICE IS HEREBY GIVEN that the City of Oxnard ("City") has determined all bidders on projects (individually the "Project," or collectively, the "Projects") for maintenance of various Community Facilities Districts ("CFDs"), a Waterways Assessment District and Landscape Maintenance Districts ("LMDs") must be prequalified before submitting any such bid. It is **mandatory** that all contractors who intend to submit a bid on any such Project fully complete the prequalification questionnaire and provide all materials requested herein (collectively, the "Prequalification Packet") by the due date as well as be approved by the City to be on the final qualified bidders' list. No bid will be accepted from a contractor that has failed to comply with these requirements. If two or more entities submit a bid as part of a joint venture, each entity within the joint venture must be separately prequalified to bid.

**Prequalification Packet Due: 1:00 p.m. on March 17, 2017, to Oxnard City Hall,
300 West Third Street, Second Floor, Oxnard, CA 93030, attn: Patricia Garcia**

SCOPE OF WORK. The Projects for the maintenance of CFDs, a Waterways Assessment District and LMDs generally entail mowing, edging, and trimming of landscape, soil aeration, dethatching, fertilization, weed and pest control, trash and debris removal and graffiti removal. Regular pruning and trimming of trees, shrubs, vines and groundcover as well as irrigation and property inspections will also be required on a regular basis.

OBTAINING QUESTIONNAIRE. The prequalification questionnaire is available at CyberCopy's Plan Room at <http://dfs.cybercopyusa.com/planrooms/public/index.php>. Additionally, printed copies will be available from Patricia Garcia at the address listed above for Oxnard City Hall.

EARLY SUBMISSION. Contractors are encouraged to submit Prequalification Packets early so they may be notified of their prequalification statuses well in advance of bid opening. Contractors may submit Prequalification Packets during regular working hours that Oxnard City Hall is open.

ONE PACKET ALLOWED PER CONTRACTOR. Each contractor may only submit one Prequalification Packet for these Projects. Unless indicated otherwise by the City, a contractor's qualification to bid shall apply to all of the Projects (but not to other City projects). Likewise, if the City determines that a contractor is not qualified, that determination shall apply to all of the Projects (but not to other City projects).

COMPLETENESS. Prequalification Packets must be complete at the time of submission. The Prequalification Packet may not be supplemented after submission.

DETERMINATION. The City will use all submitted answers and documents as the basis of rating contractors for prequalification on these Projects. The City reserves the right to check other sources. The City also reserves the right to adjust, increase, limit, suspend or rescind the prequalification rating based on subsequently learned information. The City's decision will be based on objective evaluation criteria. The City may refuse to grant prequalification where the requested information and materials are not provided, not provided by the deadline, or falsified. The City reserves the right to waive minor irregularities and omissions contained in any

Prequalification Packet submitted and to make all final determinations.

STANDARDS OF RESPONSIBILITY. In prequalifying, the City is seeking bidders who: are experienced, knowledgeable and capable; have a high quality of work, strong safety record, good environmental record, and sufficient equipment, resources and personnel; do not have a pattern of unsupported claims; have not been found non-responsible; have not been debarred, convicted in a civil suit or found guilty in a criminal action for making false claims to any public agency; and do not make deceptive, evasive or fraudulent statements or omissions in their Prequalification Packets and in the prequalification process.

APPEALS. There is no appeal from the City's refusal to prequalify for an incomplete, late or falsified application. Where a timely, complete, honest and accurate Prequalification Packet results in a rating below that necessary to prequalify, the contractor can deliver its request to appeal the prequalification decision on or before 5:00 p.m. on the fifth business day after the date that the Notice of Prequalification was mailed to that contractor. That appeal must follow all requirements listed in the City's Notice of Appeal, which the City shall send with its Notice of Prequalification. Without a timely appeal, the contractor waives any and all rights to challenge the decision of the City by administrative, judicial or any other legal process or proceeding. If an appeal is filed, bids will remain sealed until final City action is taken on the prequalification appeal.

POST-BID CONSIDERATIONS. Neither the fact of prequalification nor any prequalification rating will preclude the City from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work and has demonstrated the requisite trustworthiness.

BID PACKETS. Bid packets, Project plans and specifications will be available at a later time. The Projects' bids will be due at City Hall at 1:00 p.m. on March 31, 2017 and at the same time on April 13, 2017. After each deadline, if no prequalification appeals are pending, the bids will be opened. The City reserves the right to change the dates, time and location of the bid deadlines.

QUESTIONS. For questions regarding the prequalification process, please mail, email or personally deliver written questions to Patricia Garcia by 5:00 p.m. on March 9, 2017, referencing "Prequalification Packet for CFD/LMD Maintenance." Ms. Garcia can be reached at Patricia.Garcia@oxnard.org or at the address listed above for Oxnard City Hall. Questions received after this deadline will be disregarded. Any response will be made only in writing to all contractors who have obtained a prequalification questionnaire directly from CyberCopy or Patricia Garcia at that time. No oral response shall be binding.

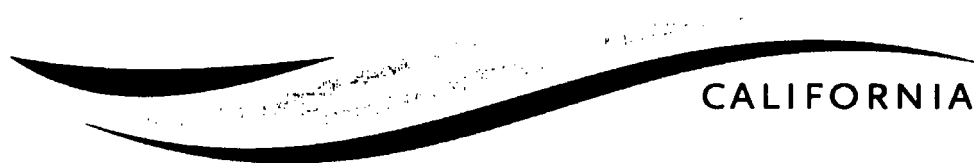
SUBCONTRACTORS. The City may require one or more of the following: the qualification of subcontractors in particular crafts or trades following acceptance of contractor's bid but before the award is made; the prequalification of all subcontractors; the prequalification of subcontractors in certain crafts; or a post-bid qualification review.

**Prequalification Packet Due: 1:00 p.m. on March 17, 2017, to Oxnard City Hall,
300 West Third Street, Second Floor, Oxnard, CA 93030, attn: Patricia Garcia**

CONTRACT DOCUMENTS

CITY OF

OXNARD



FOR

**MAINTENANCE OF VARIOUS COMMUNITY
FACILITIES DISTRICTS, A WATERWAYS
ASSESSMENT DISTRICT AND LANDSCAPE
MAINTENANCE DISTRICTS**

Due Tuesday, April 4, 2017 at 2:00 p.m.

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION.** The City will only accept Bids from prequalified Bidders. Any Bid received from a Bidder who has not been prequalified for the Project will be returned unopened. Prequalification Questionnaires are available at Patricia Garcia's office, which is located at Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030. The City will receive fully complete Prequalification Questionnaires at Ms. Garcia's office until March 17, 2017.

2. **FORM OF BID.** Each Bid shall be made by email or on a hard copy of the Bid form found at the end of these Contract Documents. Bidders shall include all Bid forms and type or fill in using blue or black ink all blank spaces, including inserting "N/A" (for "not applicable") where necessary. Any additions, deletions, conditions, limitations or provisos by the Bidder may render the Bid irregular and may cause rejection. All changes must be crossed out and initialed (erasures, correction fluid and correction tape are unacceptable). Modifications submitted separately from the Bid form will not be accepted. Each Bid must be submitted in one of the following two ways:

- a. In a sealed envelope addressed or delivered to Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030, attention: Sandra Burkhardt. The envelope must show the Bidder's name and "CFD/LMD Maintenance Bid" clearly printed.
- b. In an email addressed to Sandra Burkhardt at Sandra.Burkhardt@oxnard.org with a subject line of "CFD/LMD Maintenance Bid" and the Bidder's name.

Do not return Plans or Specifications or enclose other documents in the Bid envelope or email them to the City. No other form of Bid shall be considered.

3. **DELIVERY OF BIDS.** Each Bid shall be emailed or mailed and shall be received by 2:00 p.m. on Tuesday, April 4, 2017. The time of delivery shall be definitively determined by Sandra Burkhardt's computer or by the time the email arrives to Sandra Burkhardt's inbox. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the deadline will be returned unopened.

4. **WITHDRAWAL OF BID.** A Bid may be withdrawn without consequences upon the Bidder's written request filed with the Sandra Burkhardt before the Bid submission deadline. After that deadline, a Bid must remain valid and shall not be subject to withdrawal for sixty (60) Calendar Days. If this period is about to expire, the City may propose an extension and will contact the three (3) lowest Bidders to determine if they agree.

5. **ADDENDA.** Bidders are responsible for ensuring that they have received all Addenda, if any. Bidders may contact the City to verify that they have received all Addenda issued.

6. **REQUESTS FOR CLARIFICATION OR CORRECTION.** Upon discovering an error, omission, ambiguity or conflict in the Contract Documents, a Bidder may mail, email or personally deliver a written request for clarification or correction to Sandra Burkhardt at least five (5) Calendar Days before Bid opening referencing "CFD/LMD Maintenance Bid." Any clarification or correction will be made only by a written Addendum and to everyone who obtained a Bid packet directly from Sandra Burkhardt or Patricia Garcia. No oral clarification or correction shall be binding. Ms. Garcia can be reached at Patricia.Garcia@oxnard.org or at Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030.

7. **DISCREPANCIES IN BIDS.** In case of any discrepancy between words and figures in a submitted Bid, words shall prevail. In case of any discrepancy between an amount listed for the monthly level of service or for a one-time service and the total for that district, the amount listed for the monthly level of service or for a one-time service shall prevail; but, if that amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total column, then the amount set forth in the total column for the item shall prevail.

8. **DISQUALIFICATION OF BIDDERS.** No Person shall be allowed to be interested in more than one Bid. Anyone who has submitted a Bid or has quoted prices of materials to a Bidder is not disqualified from submitting a Bid or quoting prices to other Bidders or from making a prime Bid. If there is any reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

9. **AWARD OF CONTRACT.** The City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bid or in the bidding process. Contract awards, if made, will be to the Bidders that submitted the lowest Bids per district. If contracts may also be awarded to the second lowest Bidders such that they may serve as back-up to the lowest Bidders in their absence, delay or termination.

10. **BID PROTESTS.** Any protest of the award to the Bidder deemed to have the lowest or second lowest Bid shall only be valid and considered if that Bid protest meets the following conditions:

- a. The party filing a Bid protest must have actually submitted a timely Bid.
- b. The Bid protest must be submitted by email to Patricia Garcia's attention, copying on that same email the protested Bidder and any other Bidder identified in the Bid protest. The City must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the Bid opening.
- c. The Bid protest must contain: the name of the protesting Bidder and the name, address, phone number and email address of the person representing the protesting Bidder; all factual and legal grounds for the protest, including a precise statement of all relevant facts and references to the specific portion or portions of the document or specific statute that form the basis for the protest; and any written materials that the protesting Bidder wishes to have considered in determining the protest. Bid protests must be complete at the time of submission; the protest may not be supplemented after submission.
- d. Any Bidder that receives a copy of a Bid protest may submit by email its response to Ms. Garcia's attention. That Bidder must copy on that same email the protesting Bidder and any other Bidder identified in the Bid protest. Ms. Garcia must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date the Bid protest delivery. Bid protest responses must be complete at the time of submission; the response may not be supplemented after submission.
- e. Ms. Garcia shall review all timely protests before award of the Contract. Bidders must provide within 24 hours any information and/or documentation requested by Ms. Garcia as part of such investigation. Ms. Garcia shall prepare a written response to the Bid protest, which shall be provided to the protesting Bidder and to any other Bidders identified in the Bid protest.
- f. The protesting or protested Bidder may dispute Ms. Garcia's response by emailing a

request for reconsideration to Sandra Burkhart's attention, copying on that same email the protesting Bidder, the protested Bidder and any other Bidders identified in the Bid protest. The City must receive the request at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the City's response letter. Upon receipt of such request, Ms. Burkhart shall review the original protest, the request for reconsideration, and all information provided. Ms. Burkhart shall prepare a written response to the Bid protest, which shall be provided to the protesting Bidder, the protested Bidder and any other Bidders identified in the Bid protest. Ms. Burkhart's decision shall be final.

g. All documents submitted by Bidders pursuant to this Section shall be submitted by email. Any other form of submitting information or documentation will be rejected.

h. The procedures and time limits set forth in this Section are mandatory and are Bidders' sole and exclusive remedy in event of a Bid protest. The Bidder's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the Bid protest, including filing a California Government Code claim or initiating any other legal proceedings.

i. These Bid protest procedures shall not limit the City Council's ability to reject all bids.

11. SIGNATURES. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing for the Bidder. In executing any City document, the City requires the following: for a corporation or s-corporation, (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; or for a partnership or limited partnership, the signatures of all partners.

12. PREVAILING WAGES. This Work is a "public work" subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall pay wages in accordance with the determination of the Director of the DIR. Copies of these rates are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The Contractor shall post a copy of the DIR's rates at each job site. This Work is subject to compliance monitoring and enforcement by the DIR. The Contractor shall furnish certified payroll records directly to the Labor Commissioner. A Contractor shall not be qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

Mail or email all bids to:

**City of Oxnard
Financial Resources Department, 2nd Floor
300 W. 3rd Street, Oxnard, CA 93030
Attn: Sandra Burkhart
E-mail: Sandra.Burkhart@oxnard.org**

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION.

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See "Days" in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See "Work" in Greenbook.

Project Manager – the project manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or

similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Change Order – There shall be no classic “change orders” in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor’s City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].**1-5 SYMBOLS [see Greenbook].****SECTION 2. SCOPE AND CONTROL OF THE WORK****2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].****2-2 ASSIGNMENT.**

Greenbook Section 2-2 is not incorporated and is replaced with the following:

"No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].**2-3.1 General.**

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals [see Greenbook].

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

"Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents."

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a registered land surveyor or registered civil engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections [additional to the Greenbook].

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections [additional to the Greenbook].

City will perform a monthly site inspection with the Contractor. At that time, the City will compile a list of landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. City Inspectors shall use an inspection checklist that is the same or similar to the one on the next page.

INSPECTION CHECKLIST



LOCATION/ DISTRICT NUMBER:	DATE:
	FOLLOW UP DATE:
CONTRACTOR:	INSPECTOR:
	CONTRACTOR REP:

CHECK ISSUE(S) IF UNSATISFACTORY, NOTE LOCATION, NUMBER IF MULTIPLE AND NOTE BELOW, AND ANY HISTORY OF NON-COMPLIANCE. WRITE "NA" WHERE APPLICABLE. INDICATE "OK" ON FOLLOW-UP.

	<u>Locations</u>	<u>History</u>	<u>Follow-up/Status</u>
IRRIGATION:			
Breaks/Leaks			
Poor Coverage			
Too Wet			
Too Dry			
WEEDS:			
Planters			
Medians			
Turf			
Hardscapes			
SHRUBBERY:			
Hedge Trim/Shape			
Dead Material			
Poor Health			
IVY:			
Trim			
Poor Health			
Detachment			
TREES:			
Pruning			
Poor Health/Dead			
Stalks			
	<u>Locations</u>	<u>History</u>	<u>Follow-up/Status</u>
TURF:			
Mow/Edge			
Poor Health			
Other			

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GROUND COVER/ PLANT BEDS:			
Overgrown			
Dead			
Poor Health			

PESTS:			
Gopher			
Insect			
Other			

RESTROOMS:			
Not Clean			
Faulty Plumbing			
Faulty Electrical			

WALKWAYS/PATHS:			
Obstruction/Trip			
Fiber Coverage			
Dog Bags			
Fountains			
Exercise Stations			
Faulty Lighting			

VANDALISM:			
Graffiti			
Missing/Damaged items			

FENCING:			
Posts: Loose			
Posts: Missing Caps			
Panels: Bent Bars			
Panels: Missing Bars			
Panels: Missing Bolts			
Gate: Hinge			
Gate: Locking Mechanism			
Gate: Lock Missing			
Gate: Swings Freely			
Paint: Scratches			
Paint: Rust			
Paint: Flaking			
Paint: Chipped			
Other: Plants Too Close			

LOCATION/DISTRICT NUMBER:	DATE:
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	<u>Locations</u>	<u>History</u>	<u>Follow-up/Status</u>
	Other: Sprinklers Hitting Fence		
	Other:		

	MISC:		
	Trash		
	Excessive Leaf Litter		
	Hazardous Item		
	Other		

	Turf Fertilizer Due (6x Per Yr)		October Aerification Due		May Aerification Due
	Spring Broad Leaf Turf Pesticide Application Due		Fall Broad Leaf Turf Pesticide Application Due		October Dethatch Due
	Shrub & Ground Cover Fertilizers Due (3x Per Yr)		Palm Fertilizer Due (3x Per Yr)		

INSPECTOR'S SIGNATURE:	DATE:	I HAVE ATTENDED THIS INSPECTION WALK-THROUGH
REVIEW ADMINISTRATOR'S SIGNATURE:	DATE:	CONTRACTOR/ REPRESENTATIVE'S SIGNATURE:

Additional Notes: _____

2-12 SPECIAL NOTICES.

Contractor must notify the Project Manager within 24 hours of any problems identified in the district. Any items not called to the attention of the City that result in any damage to the property will become the liability of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

5-1.3 Entry by Utility Owners [additional to the Greenbook].

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

5-4 RELOCATION.

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

"To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.



ASSESSMENT DISTRICT MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	1st Occurrence Warning Only	2nd Occurrence	3rd Occurrence	4th Occurrence
Turf						
Mowing, Edging & Trimming				\$50.00	\$75.00	\$100.00
Aeration				\$25.00	\$50.00	\$75.00
Dethatching				\$100.00	\$150.00	\$200.00
Overseeding				\$25.00	\$50.00	\$75.00
Fertilization						
Turf				\$25.00	\$50.00	\$75.00
Shrubs, Groundcover, Vines				\$25.00	\$50.00	\$75.00
Trash and Debris Removal				\$25.00	\$50.00	\$75.00
Weed and Pest Control				\$50.00	\$75.00	\$100.00
Pruning and Trimming						
Shrubs, Groundcover, Vines				\$75.00	\$100.00	\$150.00
Trees				\$75.00	\$100.00	\$150.00
Graffiti				\$25.00	\$50.00	\$75.00
Irrigation				\$50.00	\$75.00	\$100.00
City of Oxnard						
Contractor						

Date

Date

2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."

6-3 *SUSPENSION OF THE WORK [see Greenbook].*

6-3.1 General [see Greenbook].

6-3.2 Archeological and Paleontological Discoveries [see Greenbook].

6-4 *TERMINATION OF THE CONTRACT FOR DEFAULT.*

Greenbook Section 6-4 is not incorporated.

6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

6-4.5 Payment.

Greenbook Section 6-4.5 is not incorporated.

6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE.*

Greenbook Section 6-5 is not incorporated.

6-6 *DELAYS AND EXTENSIONS OF TIME.*

6-6.1 General.

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources."

6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

"Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor."

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

"If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request."

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

"Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed."

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

"Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of \$250.

Execution of the Contract shall constitute agreement by the City and Contractor that \$250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs."

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with

written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

7-1.3 Crushing and Screening Operations [see Greenbook].

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

7-2.1 General [see Greenbook].

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Work is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director

of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 *Copies of Wage Rates [additional to the Greenbook].*

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 *Job Site Notices [additional to the Greenbook].*

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 *Failure to Pay Prevailing Rates [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 *Apprentices [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 *Debarment or Suspension [additional to the Greenbook].*

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 *Payroll Records.*

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, Work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

7-2.5 Registration with the DIR *[additional to the Greenbook]*.

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring *[additional to the Greenbook]*.

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City

officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses.

7-2.8 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy *[additional to the Greenbook]*.

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
- 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;
- 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
- 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.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index 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.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2016-17, Contractor 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, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage *[additional to the Greenbook]*.

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. 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.

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. 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 (5) people.

7-2.11 Posting Living Wage Policy *[additional to the Greenbook]*.

Contractor 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.

7-2.12 Enforcement of Living Wage Policy *[additional to the Greenbook]*.

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. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars (\$500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

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 or 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. 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.

7-2.13 Amendment of Living Wage Policy *[additional to the Greenbook]*.

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 INSURANCE *[see Greenbook]*.

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

"All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 INDEMNIFICATION *[additional to the Greenbook]*.

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to

defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Nonwaiver of Rights *[additional to the Greenbook]*.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-

of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the

sole responsibility of the Contractor.

7-8.1 General [see Greenbook].

7-8.2 Air Pollution Control [see Greenbook].

7-8.3 Noise Control [see Greenbook].

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials [see Greenbook].

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers [see Greenbook].

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace

such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access *[additional to the Greenbook]*.

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic *[additional to the Greenbook]*.

7-10.2.1 Traffic Control Plan (TCP) *[additional to the Greenbook]*

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control

Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 *Street Closures, Detours, Barricades [additional to the Greenbook]*

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 *Haul Routes.*

Greenbook Section 7-10.3 is not be incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be

approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 Safety [see Greenbook].

7-10.4.1 Work Site Safety [see Greenbook].

7-10.4.1.1 General [see Greenbook].

7-10.4.1.2 Work Site Safety Official [see Greenbook].

7-10.4.2 Safety Orders [see Greenbook].

7-10.4.2.1 General [see Greenbook].

7-10.4.2.2 Shoring Plan [see Greenbook].

7-10.4.2.3 Payment [see Greenbook].

7-10.4.3 Use of Explosives [see Greenbook].

7-10.4.4 Hazardous Substances [see Greenbook].

7-10.4.5 Confined Spaces [see Greenbook].

7-10.4.5.1 Confined Space Entry Program (CSEP) [see Greenbook].

7-10.4.5.2 Permit-Required Confined Spaces [see Greenbook].

7-10.4.5.3 Payment [see Greenbook].

7-10.5 Security and Protective Devices.

7-10.5.1 General [see Greenbook].

7-10.5.2 Security Fencing [see Greenbook].

7-10.5.3 Steel Plate Covers [see Greenbook].

7-10.5.4 Protection of the Public [additional to the Greenbook].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the

Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices [additional to the Greenbook].

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].**7-12 ADVERTISING [see Greenbook].**

Contractors vehicle shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].**7-14 ANTITRUST CLAIMS.**

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].**7-16.1 Confidential Information [additional to the Greenbook].**

For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense.

7-16.2 Information Provided by Contractor [additional to the Greenbook].

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions [additional to the Greenbook].

Notwithstanding the above, these limitations shall not apply to information that: (i) is already known to Contractor at the time of its disclosure or becomes publicly known through no wrongful act or omission of Contractor; (ii) is communicated to a third party with the express written consent of the City and is not subject to restrictions on further use or disclosure; (iii) is independently developed by Contractor; or (v) is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed, provided that before making any such disclosure listed in this

paragraph, Contractor shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order.

7-16.4 Enforcement *[additional to the Greenbook]*.

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City *[additional to the Greenbook]*.

Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8.6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General *[see Greenbook]*.

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights *[see Greenbook]*.

9-2 LUMP SUM WORK *[see Greenbook]*.

9-3 PAYMENT.

9-3.1 General *[see Greenbook]*.

9-3.2 Partial and Final Payment *[additional to Greenbook]*.

Each month, Contractor shall submit its standard invoice to the City. Attached, Contractor shall submit one (1) Itemized Completed Monthly Maintenance Services Form per district (at the appropriate service level) that is the same or similar to the one on the next page.



Itemized Monthly Completed Maintenance Services Form (Service Level A)

District Name: _____

Turf Maintenance

Date(s) Completed

Mowing, Edging and Trimming _____

Aerate to relieve compaction _____

Dethatch _____

Overseed Stressed Areas _____

Fertilization Schedule

Turf _____

Shrubs, Ground Cover, Vines _____

Trash and Debris Removal

Entire Area (Daily) _____ (mark if completed)

Weed and Pest Control

Control and eradication of all
plant and weeds (consistently
neat) _____ (mark if completed)

Pruning and Trimming

Groundcover (consistently neat) _____ (mark if completed)

Vines (consistently neat) _____ (mark if completed)

Shrubs - prune as required to
prevent encroachment _____ (mark if completed)

Trees - maintain all trees in their
natural shape _____ (mark if completed)

General Site Maintenance

Restrooms _____ (mark if completed)

Play Structures _____ (mark if completed)

Exercise Stations _____ (mark if completed)

Irrigation Checks _____

Electrical Checks _____

"I, the undersigned, certify under penalty of perjury that I have provided complete and truthful information to the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed: _____



Itemized Monthly Completed Maintenance Services Form (Service Level B)

District Name: _____

Turf Maintenance

Date(s) Completed

Mowing, Edging and Trimming

Aerate to relieve compaction

(annually)

Dethatch (annually)

Overseed Stressed Areas

(annually)

Fertilization Schedule

Turf (bi-annually)

Shrubs, Ground Cover, Vines

(quarterly)

Trash and Debris Removal

Entire Area (2x per week)

(mark if completed)

Weed and Pest Control

Control and eradication of all

plant and weeds (monthly)

(mark if completed)

Pruning and Trimming

Groundcover (monthly)

(mark if completed)

Vines (semi-annually)

(mark if completed)

Shrubs - shear to maintain neat

appearance and prevent

encroachment

(mark if completed)

Trees - maintain all trees in their

natural shape to 13.5' above

street and 9' above sidewalks

(mark if completed)

General Site Maintenance

Restrooms

(mark if completed)

Play Structures

(mark if completed)

Exercise Stations

(mark if completed)

Graffiti (weekly)

(mark if completed)

Irrigation Checks

Electrical Checks

"I, the undersigned, certify under penalty of perjury that I have provided complete and truthful information to the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed: _____



Itemized Monthly Completed Maintenance Services Form (Service Level C)

District Name: _____

Turf Maintenance

Date(s) Completed

Mowing, Edging and Trimming (every third week)

Aerate to relieve compaction (annually)

Dethatch (annually)

Overseed Stressed Areas (annually)

Fertilization Schedule

Turf (annually)

Shrubs, Ground Cover, Vines (bi-annually)

Trash and Debris Removal

Entire Area (weekly)

Weed and Pest Control

Control and eradication of all plant and weeds (bi-monthly)

Pruning and Trimming

Groundcover (quarterly)

Vines (annually)

Shrubs - shear semi-annually to prevent encroachment

Trees - maintain all trees in a safe condition to 13.5' above street and 9' above sidewalks

(mark if completed)

General Site Maintenance

Restrooms

(mark if completed)

Play Structures

(mark if completed)

Exercise Stations

(mark if completed)

Graffiti (bi-monthly)

Irrigation Checks

Electrical Checks

"I, the undersigned, certify under penalty of perjury that I have provided complete and truthful information to the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed: _____



Itemized Monthly Completed Maintenance Services Form (Service Level D)

District Name: _____

Turf Maintenance

Date(s) Completed

No Mowing or Edging. Keep sprinklers
clear of obstructions only. (monthly)

Fertilization Schedule

Shrubs, Ground Cover, Vines (annually)

Trash and Debris Removal

Entire Area (monthly)

Weed and Pest Control

Control and eradication of all plant and
weeds (quarterly)

Pruning and Trimming

Groundcover (semi-annually)

(mark if completed)

remove encroaching vines or becoming
public hazards

(mark if completed)

Shrubs - maintain shrubs in a manner
which prevents public hazards

(mark if completed)

Trees - report encroachments or hazards

(mark if completed)

General Site Maintenance

Restrooms

(mark if completed)

Play Structures

(mark if completed)

Exercise Stations

(mark if completed)

Graffiti (monthly)

(date completed)

Irrigation Checks (quarterly)

(date completed)

"I, the undersigned, certify under penalty of perjury that I have provided complete and truthful information to the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed: _____



Itemized Monthly Completed Maintenance Services Form (Service Level F)

District Name: _____

Turf Maintenance

Date(s) Completed

No Mowing or Edging. Keep
sprinklers clear of obstructions only.
(quarterly)

Trash and Debris Removal

Entire Area (as required)

Weed and Pest Control

For public health and safety (as
required)

Pruning and Trimming

Groundcover (annually)

Vines - maintain vines in a manner
which prevents public hazards

Shrubs - maintain shrubs in a
manner which prevents public
hazards

Trees - report encroachments or
hazards

General Site Maintenance

Restrooms

_____ (mark if completed)

Play Structures

_____ (mark if completed)

Exercise Stations

_____ (mark if completed)

Graffiti (when reported)

_____ (date if completed)

Irrigation Checks (respond to
complaints)

_____ (date if completed)

"I, the undersigned, certify under penalty of perjury that I have provided complete and truthful information to the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed: _____

9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 Payments [additional to the Greenbook].

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 Delivered Materials [see Greenbook].**9-3.4 Mobilization.**

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 AUDIT [additional to the Greenbook].

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]**10-1 LICENSES [additional to the Greenbook].**

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard business license at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise

necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-9 APPLICABLE LAW [additional to the Greenbook].

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Ventura County Superior Court.

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such Persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor' employees and agents,

including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor and its agents and 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.

10-12 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15 CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City. Additionally, the City Manager, in his or her sole discretion, may renew the Agreement for up to two (2) additional years; if the City Manager chooses to do so, all provisions that apply in the first three (3) years shall apply to the fourth and fifth years. Some provisions may survive the term listed within this Section, as stated in those provisions.

10-17 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-18 SURVIVAL [additional to the Greenbook].

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS [see Greenbook].

800-1.1 Topsoil [see Greenbook].

800-1.1.2 Class "A" Topsoil [see Greenbook].

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials [see Greenbook].

800-1.2.1 General [see Greenbook].

800-1.2.2 Manure [see Greenbook].

800-1.2.3 Commerical Fertilizer [see Greenbook].

800-1.2.4 Organic Soil Amendment [see Greenbook].

800-1.2.5 Mulch [see Greenbook].

800-1.3 Seed [see Greenbook].

800-1.4 Plants [see Greenbook].

- 800-1.4.1 **General [see Greenbook].**
- 800-1.4.2 **Trees [see Greenbook],**
- 800-1.4.3 **Shrubs [see Greenbook].**
- 800-1.4.4 **Flatted Plants [see Greenbook].**
- 800-1.4.5 **Sod and Stolons (turf grass) [see Greenbook].**
- 800-1.4.6 **Cuttings [see Greenbook].**
- 800-1.5 **Headers, Stakes, and Ties.**

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General [see Greenbook].

801-2 EARTHWORK AND TOPSOIL PLACEMENT [see Greenbook].

801-2.1 General.

The words "or Class B" shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparationg and Conditioning [see Greenbook].

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

"Class "C" topsoil shall be sacrificed and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed."

801-2.2.2 Fertilizing and Conditioning Procedures [see Greenbook].

801-2.3 Finish Grading [see Greenbook].

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

- 801-4.1 **General [see Greenbook].**
- 801-4.2 **Protection and Storage [see Greenbook].**
- 801-4.3 **Layout and Plant Location [see Greenbook].**
- 801-4.4 **Speciman Planting [see Greenbook].**
- 801-4.5 **Tree and Shrub Planting [see Greenbook].**
- 801-4.6 **Plant Staking and Guying [see Greenbook].**
- 801-4.6.1 **Method "A" Tree Staking [see Greenbook].**
- 801-4.6.2 **Method "B" Tree Staking [see Greenbook].**
- 801-4.6.3 **Guying [see Greenbook].**
- 801-4.7 **Ground Cover and Vine Planting [see Greenbook].**
- 801-4.8 **Lawn Planting [see Greenbook].**
- 801-4.8.1 **General [see Greenbook].**
- 801-4.8.2 **Seed [see Greenbook].**
- 801-4.8.3 **Sod [see Greenbook].**
- 801-4.8.4 **Stolon Planting**

Greenbook Section 801-4.8.4 is not incorporated.

- 801-4.9 **Erosion Control Planting [see Greenbook].**
- 801-4.9.1 **General [see Greenbook].**
- 801-4.9.2 **Straw Stabilization**

Greenbook Section 801-4.9.2 is not incorporated.

- 801-4.9.3 **Seeding and Mulching [see Greenbook].**
- 801-4.9.4 **Sprigging [see Greenbook].**
- 801-4.9.5 **Watering [see Greenbook].**

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT [see Greenbook].

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF.

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level C, Contractor shall aerate annually. Aerification shall be done with a power driven aerifier using ½ inch coring line. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand

(1000) square feet per application. The shrub/ground cover fertilizer shall be an organic type fertilizer, Grow Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand (1000) square feet. Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor shall possess all permits, licenses and certifications required by the State of California Food and Agriculture before application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Contractor must obtain the State-required recommendations provided by a State-certified Pest Control Advisor. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

1000-5 IRRIGATION.

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

The Contractor shall carefully apply irrigation water in qualities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a

sprinkler coverage test, on designated service days. All supplies, equipment and parts shall be provided at the Contractor's expense. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-6 TURF WEED CONTROL AND KUKUYU ABATEMENT.

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level D, Contractor shall complete, control and eradicate all plant pests and weeds quarterly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative. All shrub bed and ground cover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually or with chemicals as pre-approved by the Project Manager or his or her representative.

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

1000-7 VERTEBRATE (PEST) CONTROL.

Gopher problems are to be addressed according to the Service Level listed in the Chart for that particular district. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

SECTION 200. SHRUB, VINE AND GROUND COVER MAINTENANCE

2000-1 PRUNING AND EDGING.

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height even with the top of the wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUND COVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site.

2000-3 FERTILIZATION.

Contractor shall determine the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Contractor shall apply any minor nutrients needed to maintain healthy plant material.

2000-4 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems. Fire ants shall be treated and mounds removed as needed.

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items.

2000-6 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds.

SECTION 3000. TREE MAINTENANCE**3000-1 PRUNING.**

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning Work including root pruning and certifying all Work meets requirements. All pruning Work shall conform to the current ANSI A300 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs as required to prevent encroachment and maintain the shrub's natural form, and Contractor must maintain all trees in their natural shape.

Coral trees (*Erythrina caffra*) shall be pruned to remove cross branching and to provide shape and proper branch structuring. There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control. Fire ants shall be treated and mounds removed as needed.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE**4000-1 LITTER AND DEBRIS CONTROL.**

All areas of maintenance responsibility, including paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt and mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas.

For MAD 4 – Mandalay Bay/Beach Main, maintenance of the sand dunes only requires trash pickup in accordance with the maintenance contract. However, the parking lot and walkways need to be clean, which would include sweeping the sand and picking up trash. If there is a major weather event causing substantial sand build up that needs to be removed, this will be an on call service item.

4000-2 RESTROOMS, PLAYGROUNDS AND EXERCISE STATIONS.

If applicable to the district, Contractor must supply all labor to maintain restrooms, play structures and exercise stations on a daily basis.

Contractor must inspect and maintain the restrooms twice per day. Contractor must inspect the play structures and exercise stations daily to ensure good and safe operating condition. Any corrective action must be brought to the City's attention in a timely manner. The Contractor shall also submit inspection logs monthly.

4000-3 BENCHES, PICNIC TABLES, TRASH RECEPTACLES, ETC.

If applicable to the district, Contractor must maintain all benches, picnic tables, BBQs, trash receptacles, dog bag dispensers and other park amenities on a daily basis to keep them in a good appearance and operating condition. The trash receptacles must be emptied twice per week or as needed, whichever is higher in frequency.

4000-4 ELECTRICAL SYSTEM LIGHTING.

If applicable to the district, the Contractor shall maintain the electrical lighting and take corrective action whenever damage or failure occurs to any lighting fixtures, luminaire, ballast or bulb located on the premises of the Work site. The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Contractor must keep a clean appearance on all light fixtures including touch up paint on a weekly basis. Contractor may need to take corrective actions such as graffiti removal or replacing damaged or worn elements. Contractor shall inspect all light and timers on a weekly basis. After the Project Manager notifies the Contractor of a problem, Contractor must take corrective action within 48 hours.

4000-5 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

4000-6 VANDALISM, THEFT AND GRAFFITI.

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft, and graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, and so forth.

The Contractor shall make all repairs within 48 hours to remove, replace or otherwise correct items affected by vandalism and theft. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification.

4000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to perform well and that are the result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services.

Contractor or representative shall be available to perform regular inspections of the assessment district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 *RESPONSE AND INQUIRIES.*

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-10 *LANE CLOSURES.*

Lane closures are the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer.

4000-11 *DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.*

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint and touched up as necessary. Plants must be trimmed away from the fence and irrigation heads must be operating in a manner as to not spray the fence. Quarterly, Contractor shall clean the fence with water and soap, allow the fence to air dry, and remove any buildup of foreign material. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe.

4000-12 *MAILBOX MAINTENANCE.*

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts of any mailbox. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative.

SECTION 5000. *LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET*

5000-1 *INSTRUCTIONS FOR USE.*

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in

visible locations prior to spray applications.

5000-2 *CHEMICALS AND FERTILIZERS.*

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 *WEATHER.*

Chemical types and applications must be applied based upon the weather conditions.

5000-4 *INSECT, DISEASE AND NUTRIENT PROBLEMS.*

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 *EXTRA VISITS.*

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 *NUTRIENTS.*

Contractor shall apply proper soil nutrients required to maintain a balanced soil.

5000-7 *REPLACING PLANT MATERIAL.*

Contractor shall replace any plant material that is damaged by the Contractor as a result of improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

**City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations
for Maintenance Assessment Districts**

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
No Mowing or Edging. Keep sprinklers clear of obstructions only	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X		
	Not Performed				X	X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Annually	X	X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X		
	None				X	X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	2x per week		X			
	Weekly			X		
	Monthly				X	
For Public Health and Safety	As Required					X

Weed and Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pest and weeds within the landscape as scheduled	Consistently Neat	X				
	Monthly		X			
	Bi-monthly			X		
	Quarterly				X	
For Public Health and Safety	As Required					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

**City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations
for Maintenance Assessment Districts**

Irrigation		Frequency	Level of Service				
			A	B	C	D	F
Inspect and adjust/repair as needed		Weekly	X				
		Every two weeks		X			
		Monthly			X		
		Quarterly				X	
		Respond to complaints					X
Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover	Trim to prevent encroachment	Consistently Neat	X				
		Monthly		X			
		Quarterly			X		
		Semi-annually				X	
		Annually					X
Vines	Trim to prevent encroachment	Consistently Neat	X				
		Semi-annually		X			
		Annually			X		
	Upon property owner request to remove encroaching vines or becoming public hazards ¹					X	
	Maintain vines in a manner which prevents public hazards ¹						X
Shrubs	Selectively prune as required to prevent encroachment and maintain natural form		X				
	Shear to maintain neat appearance and prevent encroachment			X			
	Shear semi-annually to prevent encroachment				X		
	Maintain shrubs in a manner which prevents public hazards ¹					X	
	Maintain vines in a manner which prevents public hazards ¹						X
Trees	Maintain all trees in their natural shape		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks			X			
	Maintain all trees in a safe condition to 13.5' above street and 9' above sidewalks				X		
	Report encroachments or hazards					X	X

¹Public hazards include but are not limited to: obstruction of traffic sight lines and encroachment of sidewalks below ADA minimums.

ASSESSMENT DISTRICTS' SITE MAPS

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 ID No. 3 (River Ridge)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



AVARA LN
 Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017
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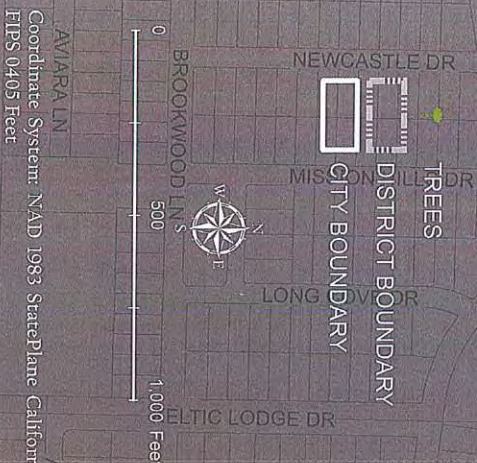


Detention Basin - None
Hardscapes - 18,144 sq. ft.
Landscapes - 25,722 sq. ft.
Median - 9,501 sq. ft.
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 3 (River Ridge)



Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017
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CITY OF OXNARD

Map of Authorized Improvements

MAD No. 4

(Mandalay Beach/Colony/Hotel)

ITEM #D-2



- MEDIAN
- PARKING LOT
- PLANTER
- SAND DUNE
- TURF
- DISTRICT BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet
Prepared by NBS - March 2017



Median - 2,901 sq. ft.
Parking Lot - 61,773 sq. ft.
Sidewalk - 34,024 sq. ft.
Planters - 173,952 sq. ft.
Sand Dune - 508,008 sq. ft.
Turf - 107,847 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

MAD No. 4

(Mandalay Beach/Colony/Hotel)

ITEM #D-2



TREES

DISTRICT BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 5405 Feet
Prepared by NIS - March 2017

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Trees - 159

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LMD No. 9 (Strawberry Fields)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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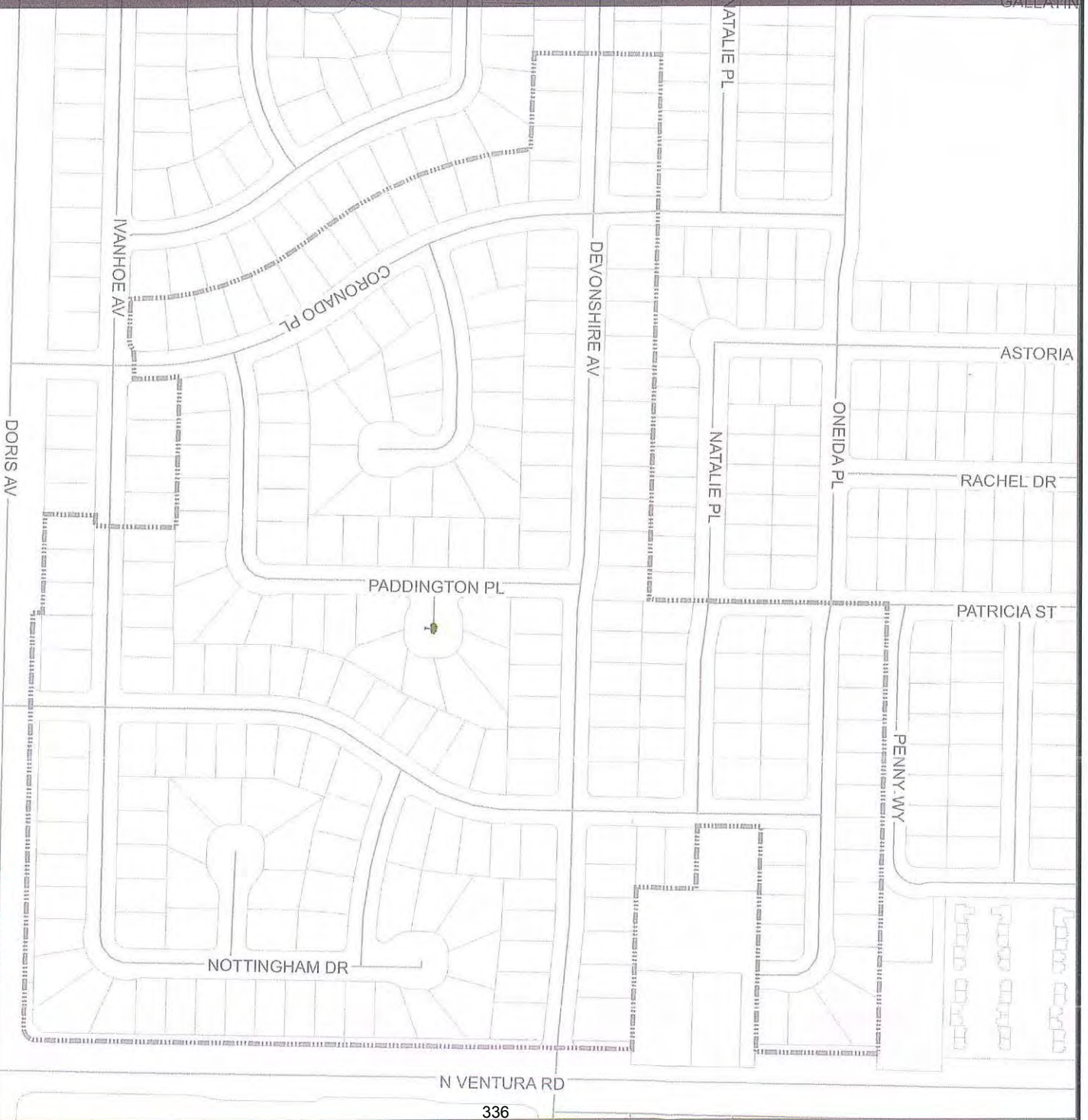
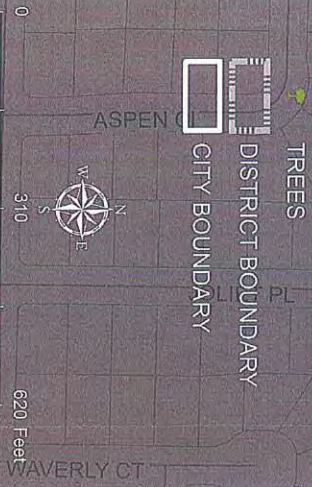
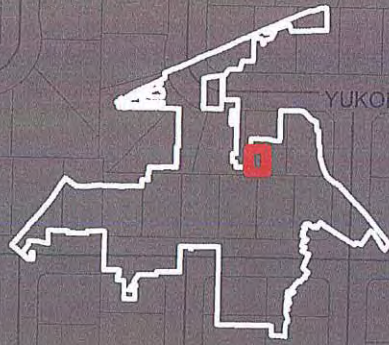


Detention Basin - None
Hardscape - None
Landscape - None
Median - None
Park - None
Traffic Circle - 2,639 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

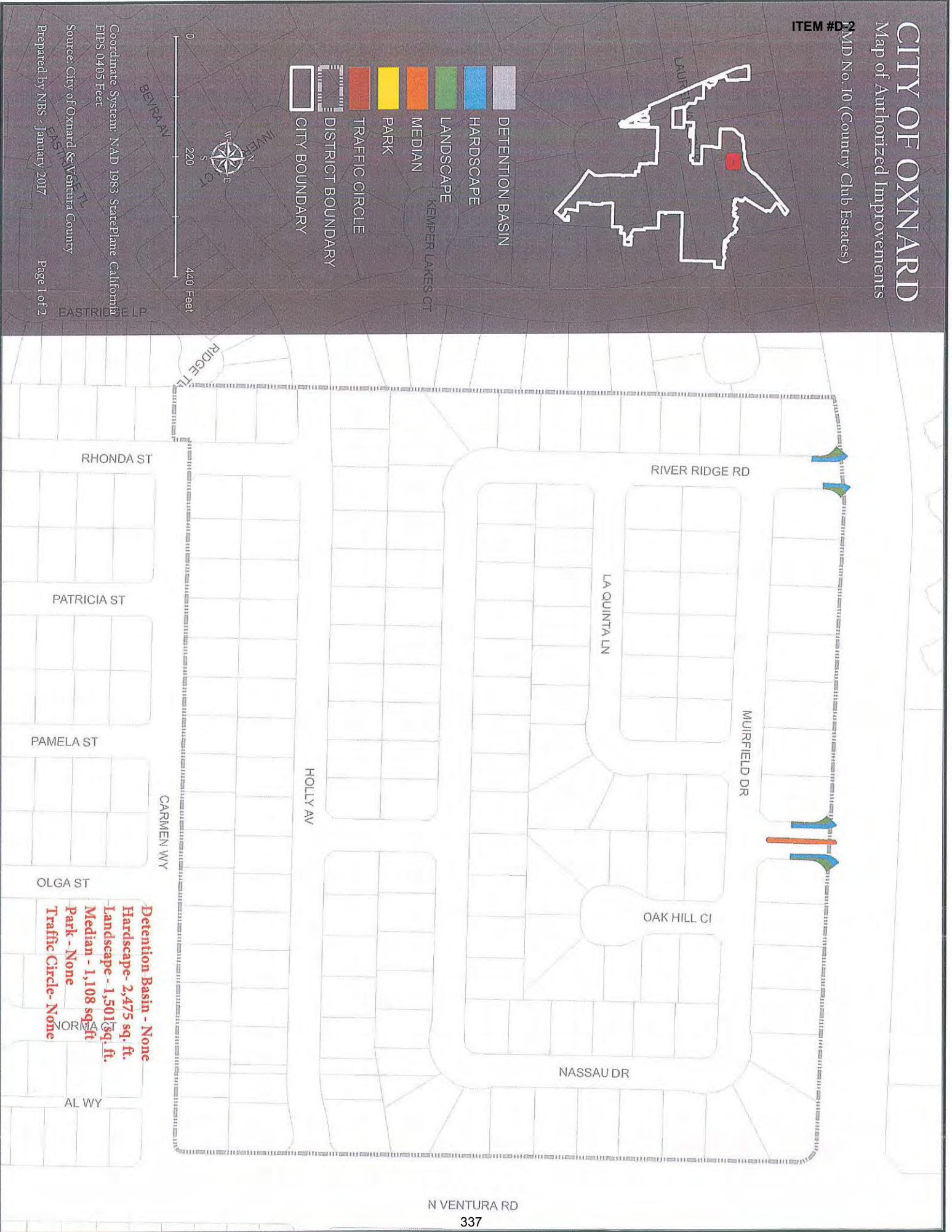
ITEM #D-2
MID No. 9 (Strawberry Fields)



Tree Count - 2

CITY OF OXNARD

Map of Authorized Improvements



CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 EMD No. 10 (Country Club Estates)



CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. II (St. Tropez)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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JACARANDA DR

ROSEBUD DR

HONEYSUCKLE DR

NH ST

GRAPEVINE DR

BUCKAROO AV

WINCHESTER AV

DOGWOOD DR

RAILROAD RR

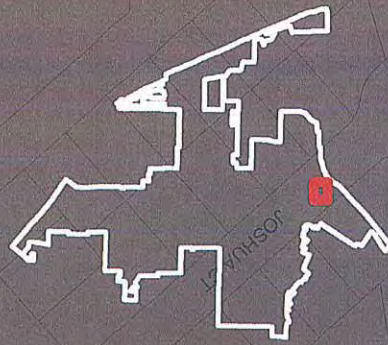
SADDLE AV

Detention Basin - NONE
Hardscape - 11,674 SQ. FT.
Landscape - 20,680 SQ. FT.
Median - NONE
Park - NONE
Traffic Circle - NONE

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. II (St. Tropez)



Coordinate System: NAD 1983 StatePlane California
FPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017
QUALITY RUN WAY

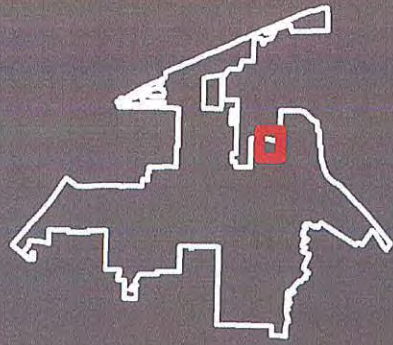


Trees - 54

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 TMD No. 12 (Standard Pacific)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



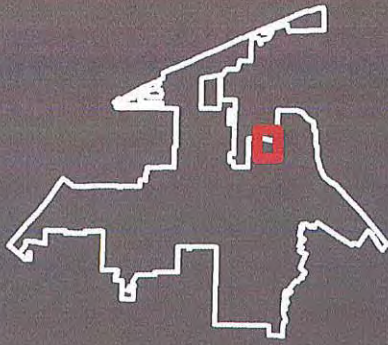
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 FIPS 0405 Feet
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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 12 (Standard Pacific)



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017



CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 MID No. 13 (Le Village)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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MURFIELD DR



Detention Basin - None
Hardscape - 11,265 sq. ft.
Landscape - 13,816 sq. ft.
Median - 689 sq. ft.
Park - None
Traffic Circle - None
Lighting - None

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2

LAND No. 13 (Le Village)



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County
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MURFIELD DR

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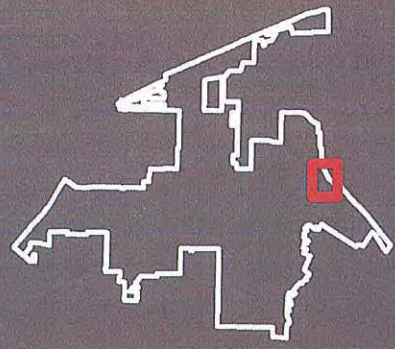


CITY OF OXNARD

Map of Authorized Improvements

LMD No. 14 (California Cove)

ITEM #D-2



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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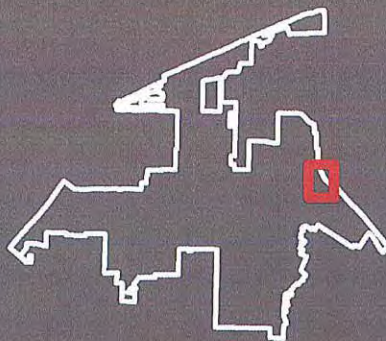


Detention Basin - None
Hardscape - 24,014 sq. ft.
Landscape - 52,077 sq. ft.
Median - None
Park - None
Traffic Circle - 5,318 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

ITEM #B-2
 LID No. 14 (California Cove)



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017
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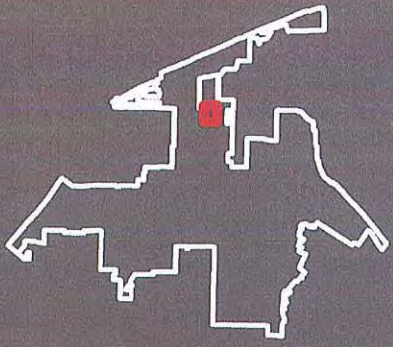
Tree Count - 92

EXHIBIT E

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LMD No. 15 (Pelican Pointe)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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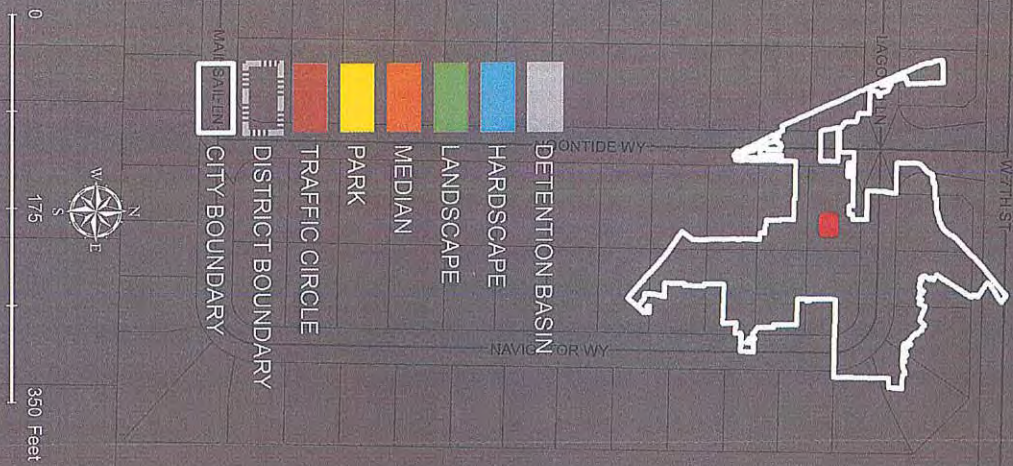


CITY OF OXNARD

Map of Authorized Improvements

LID No. 16 (California Lighthouse)

ITEM #D-2



- DETECTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane - California
 FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017



Detention Basin - None
Hardscape - 19,999 sq. ft.
Landscape - 41,221 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

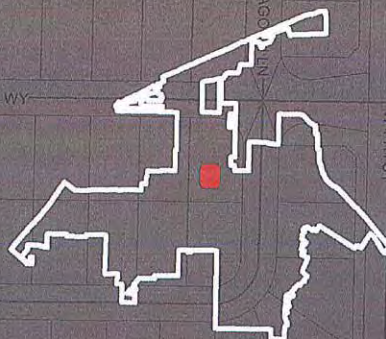
Map of Authorized Improvements

IDD No. 16 (California Lighthouse)

ITEM #D-2



TREES
DISTRICT BOUNDARY
CITY BOUNDARY
MAIL SALE LN



Coordinate System: NAD 1983 Stateplane California
FIPS 0405 Feet
Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017
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CITY OF OXNARD

Map of Authorized Improvements
MD No. 23 (Greystone)



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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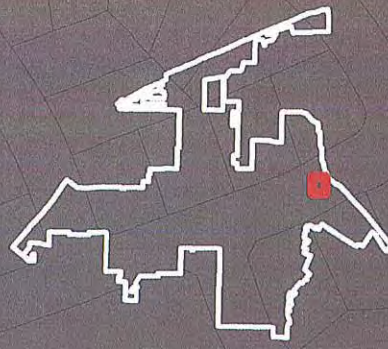


Detention Basin - None
Hardscape - 5,694 sq. ft.
Landscape - 5,873 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LMD No. 23 (Greystone)



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017

LARKHAVEN LN

QUAIL RUN WY

KENTIA ST

JACARANDA DR

ROSEBUD DR

TIMBER CREEK TL

NH ST

UPPER BAY DR

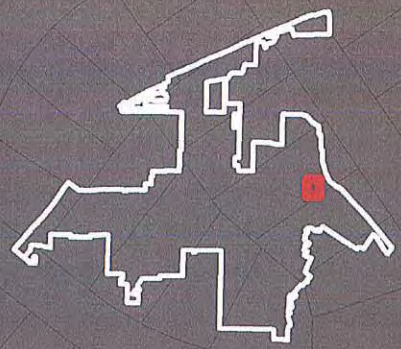
WOODSIDE PL

Tree Count - 103

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 24 (Vineyards)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
EPS 0405 Feet

Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017

W VINEYARD AV



Detention Basin - None
Hardscape - 10,882 sq. ft.
Landscape - 9,633 sq. ft.
Median - 1,733 sq. ft.
Park - None
Traffic Circle - 572 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 EID No. 24 (Vineyards)



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017

W VINEYARD AV



CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 25 (Pointe)

-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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Detention Basin - None
Hardscape - 4,552 sq. ft.
Landscape - 16,540 sq. ft.
Median - 2,282 sq. ft.
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LDD No. 25 (Pointe)



Coordinate System: NAD 1983 StatePlane California
FPS 0405 Feet

Source: City of Oxnard & Ventura County
Prepared by: NBS - January 2017

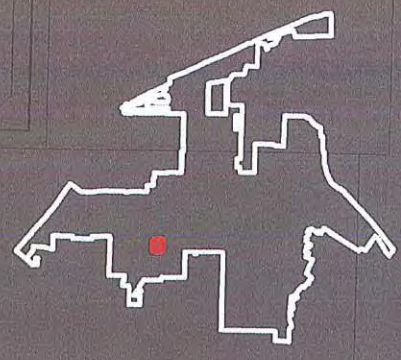


EXHIBIT E

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
CID No. 27 (Rose Island)

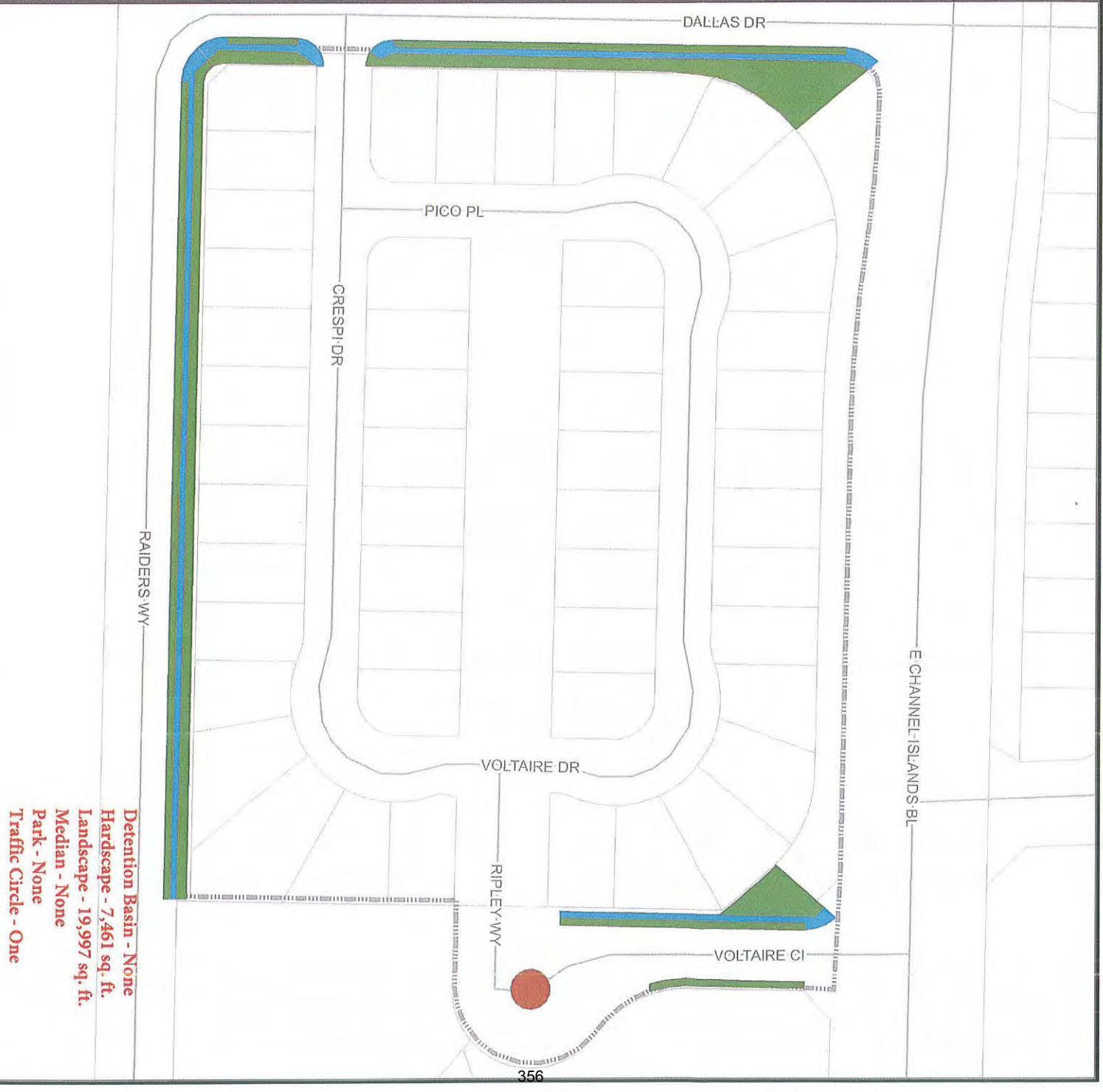


- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017



Detention Basin - None
Hardscape - 7,461 sq. ft.
Landscape - 19,997 sq. ft.
Median - None
Park - None
Traffic Circle - One

EXHIBIT E

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 27 (Rose Island)



Trees - 68

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 28 (Harborside)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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Detention Basin - None
Hardscape - 12,571 sq. ft.
Landscape - 40,277 sq. ft.
Median - 3,200 sq. ft.
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2

PL



N OXNARD BL



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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Tree Count - 174

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 30 (Haas Automation)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

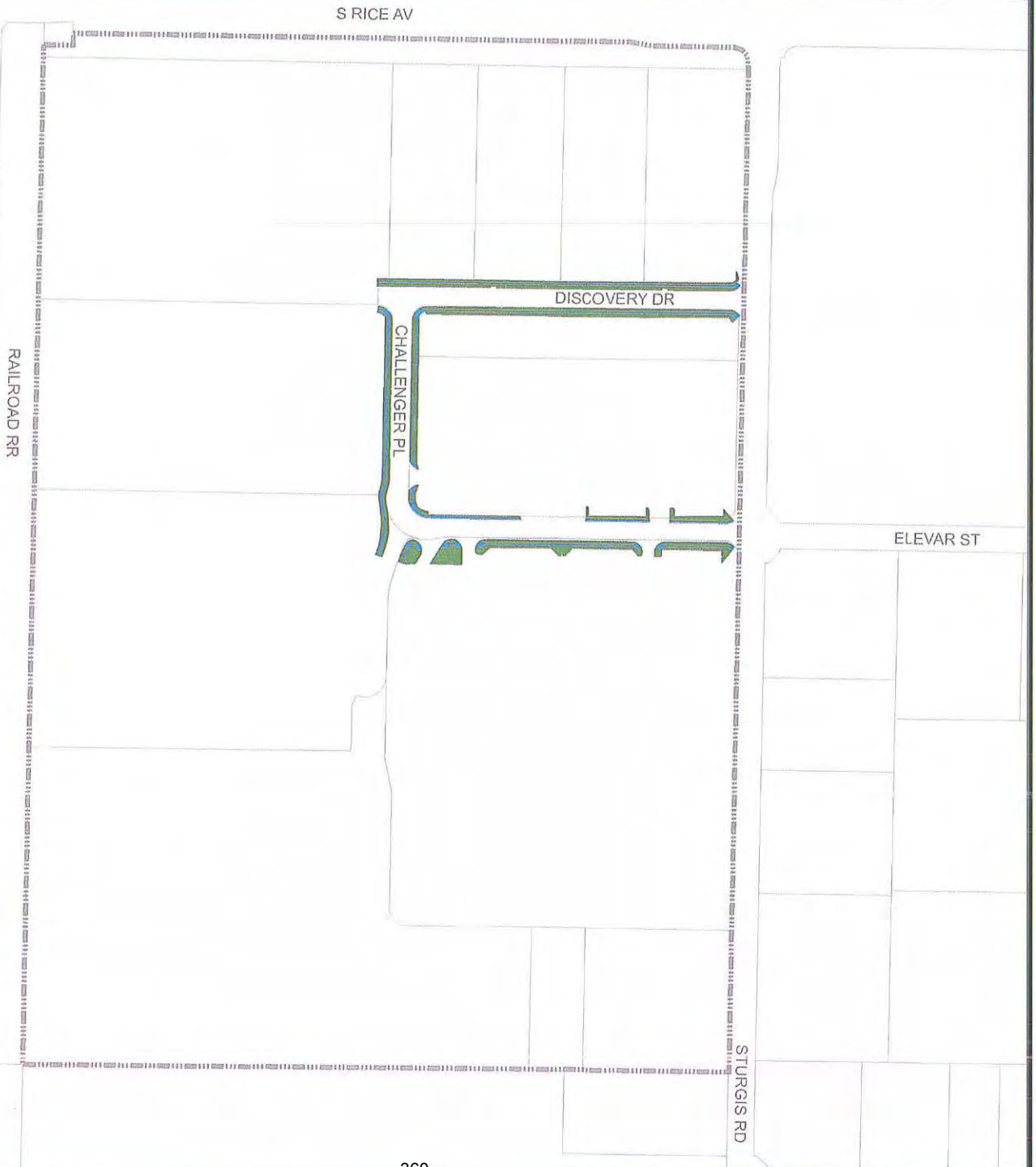


Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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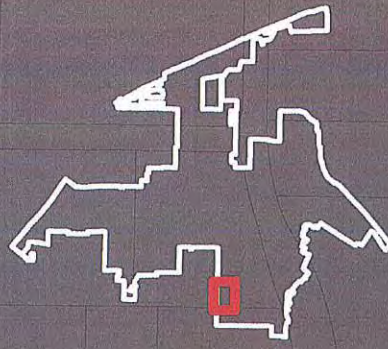


Detention Basin - None
Hardscape - 21,526 sq. ft.
Landscape - 47,230 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 30 (Haas Automation)



Coordinate System: NAD 1983 StatePlane California
 EPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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E 5TH ST
Tree Count - 108

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D
 LIND No. 31 (Rancho De La Rosa)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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Detention Basin - 45,178 sq. ft.
Hardscape - 8,302 sq. ft.
Landscape - 73,496 sq. ft.
Median - none
Park - none
Traffic Circle - none

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2

LID No. 31 (Rancho De La Rosa)



TREES
DISTRICT BOUNDARY
CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
EPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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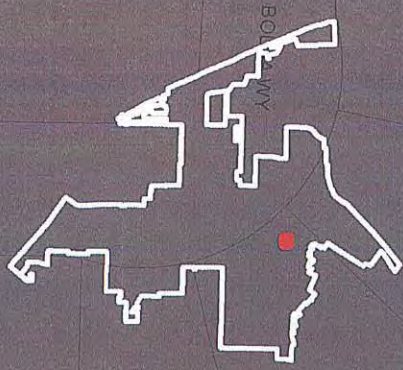


Trees - 474

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 32 (Oak Park)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- ALIS
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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E GONZALES RD

INDIANA DR

ENTRADA DR

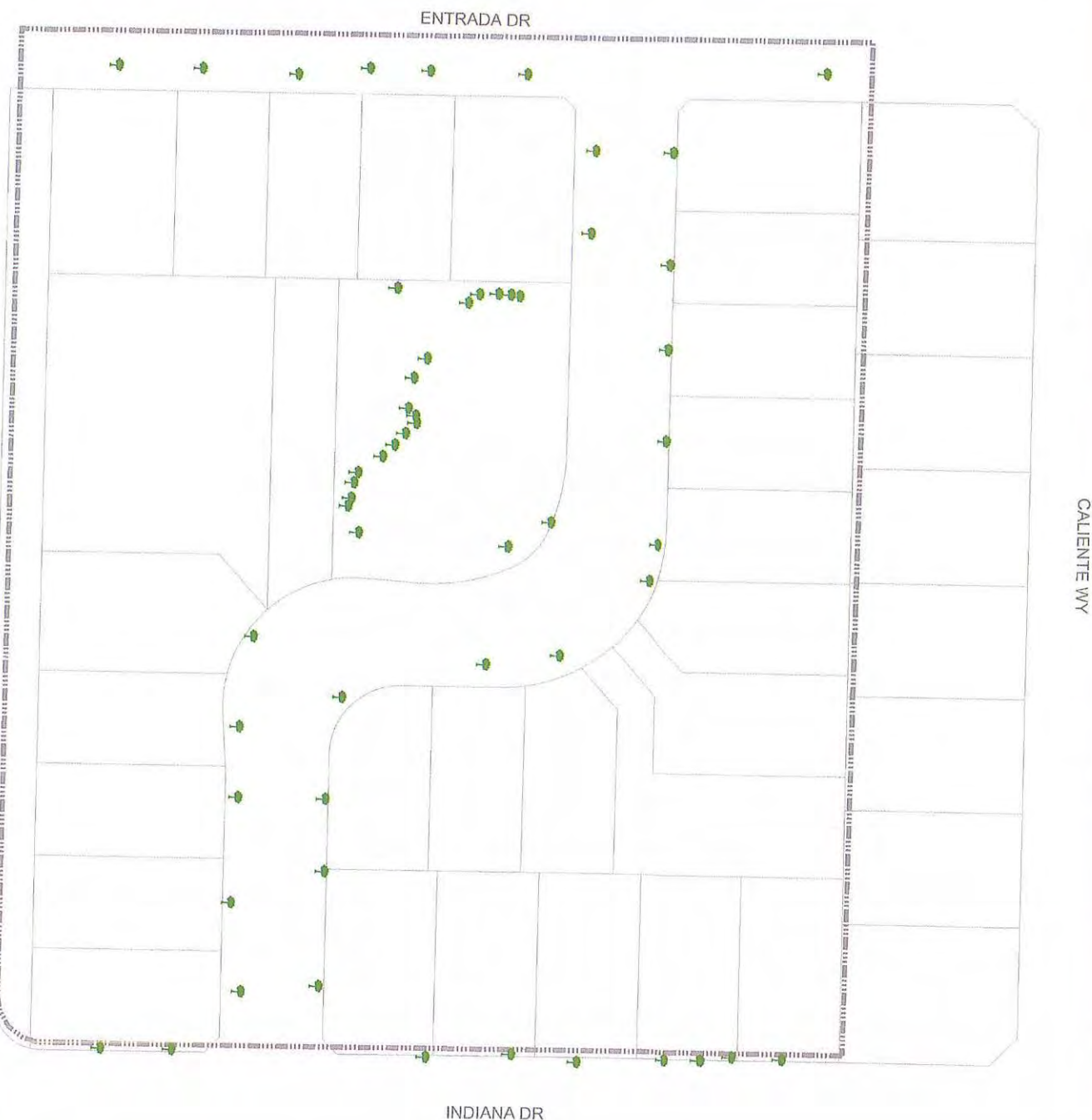
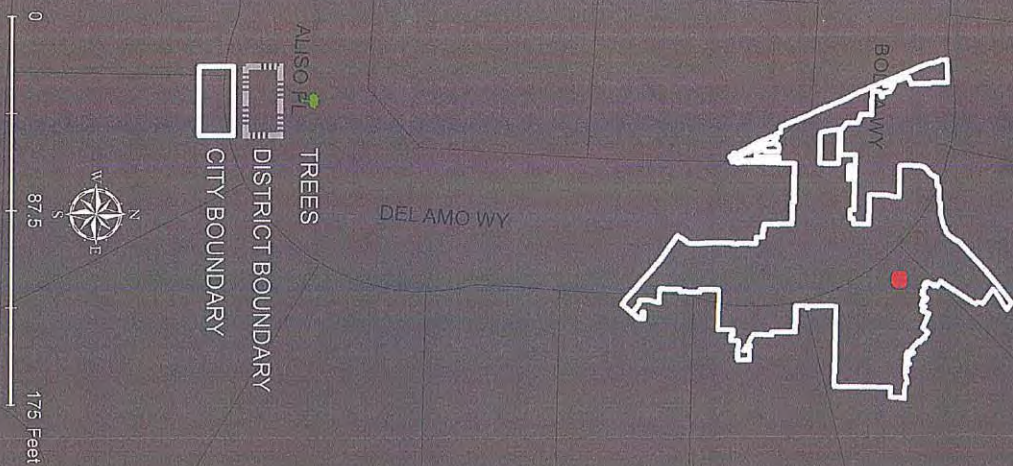
CALIENTE WY

Detention Basin - None
Hardscape - 2,066 sq. ft.
Landscape - 325 sq. ft.
Median - None
Park - 20,772 sq. ft.
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 32 (Oak Park)



Tree Count - 56

Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017
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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LMD No. 33 (El Paseo)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FPS 0405 Feet

Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017

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Detention Basin - 24,876 sq. ft.
Hardscape - 2,266 sq. ft.
Landscape - 1,658 sq. ft.
Median - none
Park - none
Traffic Circle - none

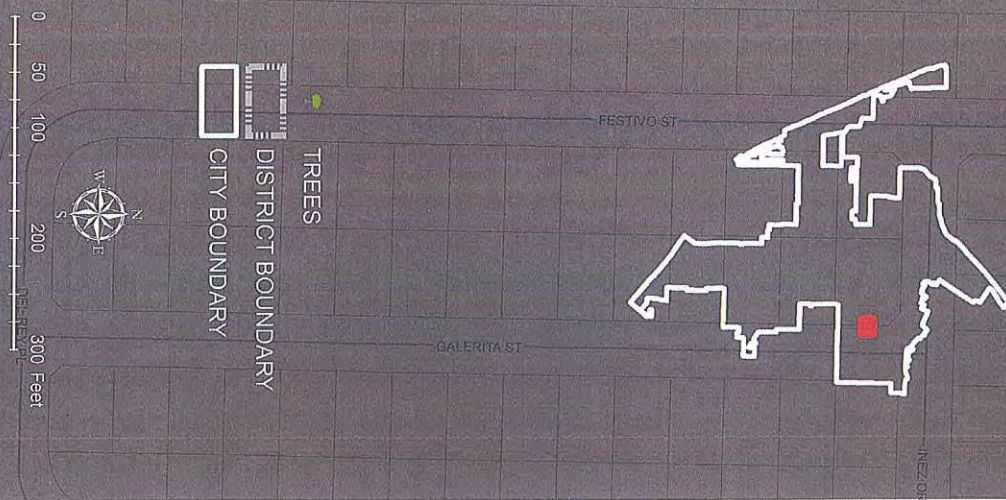
Note: LMD No. 33 responsible for a portion of Kohala Street Basin

CAMINO DEL SOL

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LMD No. 33 (El Paseo)



Trees - 268

Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet
Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017

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Note: LMD No. 33 responsible for a portion of Kohala Street Basin

CAMINO DEL SOL

LDID No. 34
(Sunrise Pointe & Sunset Cove)
ITEM #D-2



-
- DETENTION BASIN
 HARDSCAPE
 LANDSCAPE
 MEDIAN
 PARK
 TRAFFIC CIRCLE
 DISTRICT BOUNDARY
 CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LMD No. 34
 (Sunrise Pointe & Sunset Cove)



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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Trees - 463

CAMINO DEL SOL
 Note: LMD No. 33 responsible for a portion of Kohala Street Basin

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 36 (Villasanta Cruz & Villa
 Canel)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County
 Prepared by: NBS - January 2017



Detention Basin - 64,885 sq. ft.
 Hardscape - 27,185 sq. ft.
 Landscape - 126,327 sq. ft.
 Median - none
 Park - none
 Traffic Circle - 1,362 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2

LTD No. 36 (Villa Santa Cruz & Villa Carmel)



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017

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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LMD No. 37 (Pacific Breeze)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet
Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017
Page 1 of 2

RIALTO ST



Detention Basin - None
Hardscape - 5,648 sq. ft.
Landscape - 9,707 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

LID No. 37 (Pacific Breeze)

ITEM #D-2



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017



Map of Authorized Improvements

ITEM #D-2



-
- DETENTION BASIN
 HARDSCAPE
 LANDSCAPE
 MEDIAN
 PARK
 TRAFFIC CIRCLE
 DISTRICT BOUNDARY
 CITY BOUNDARY



0 100 200 400 Feet

Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 38 (Aldea Del Mar)



0 100 200 400 Feet

Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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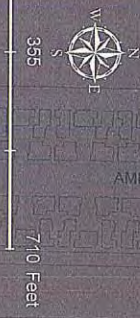
CITY OF OXNARD

Map of Authorized Improvements

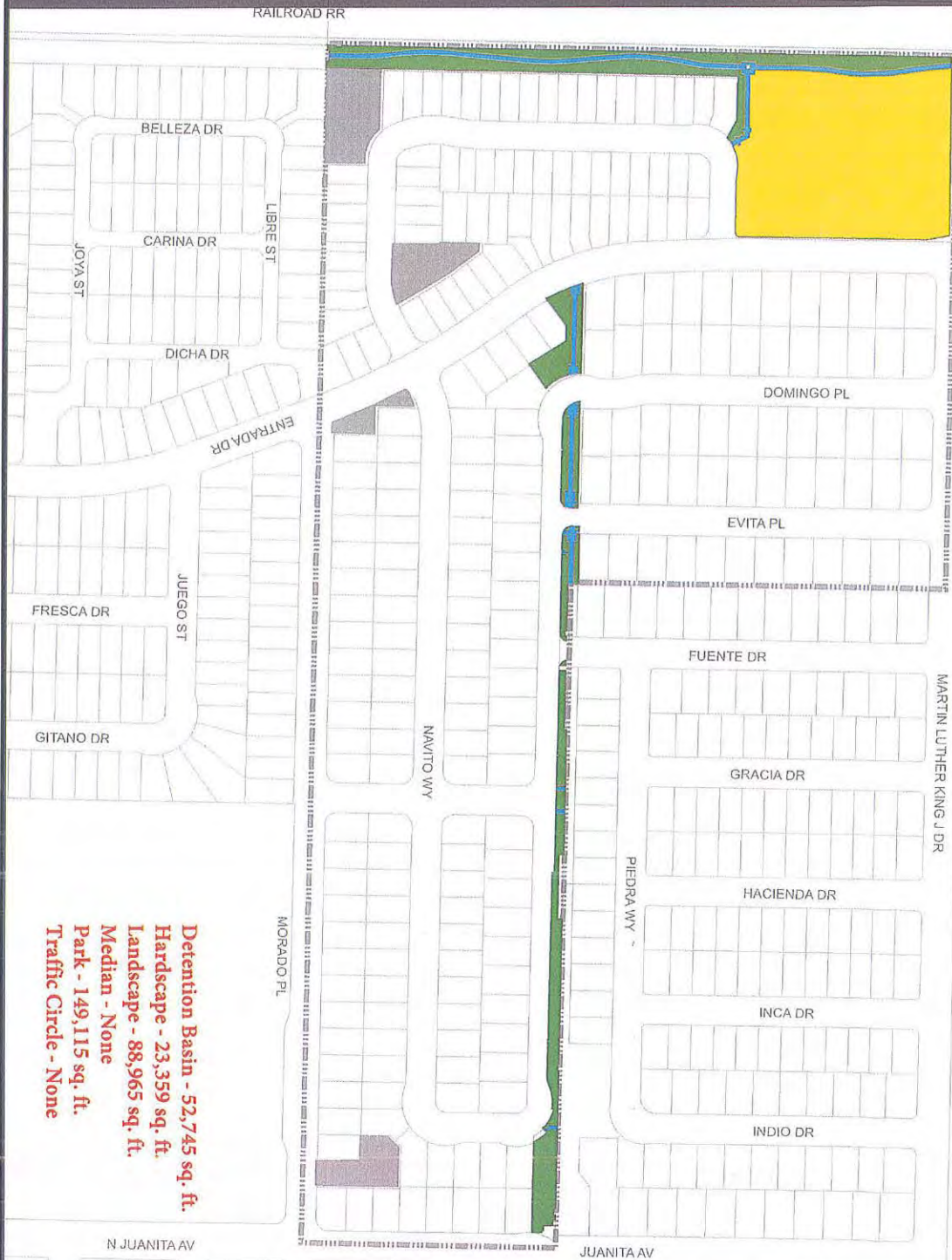
ITEM #D-2
 LMD No. 39 (Promesa/Sueno and DR Horton/Seawinds)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017

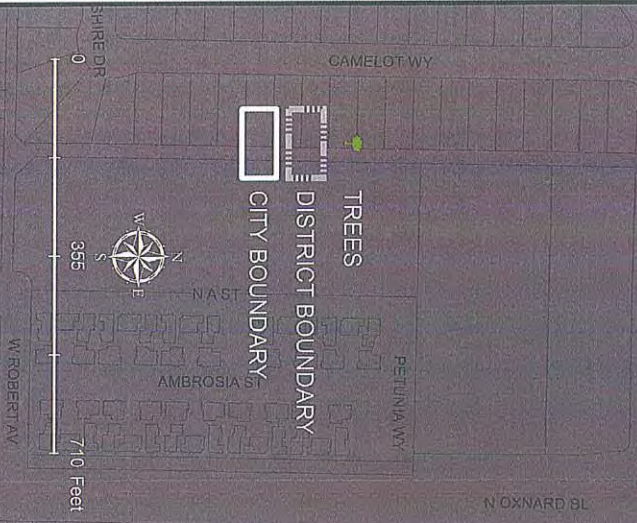


Detention Basin - 52,745 sq. ft.
Hardscape - 23,359 sq. ft.
Landscape - 88,965 sq. ft.
Median - None
Park - 149,115 sq. ft.
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LMD No. 39 (Promesa/Sueno and DR Horton/Seawinds)



Tree Count - 468

Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017
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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
MD No. 40 (Camrada)

-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017



Detention Basin - 28,151 sq. ft.
Hardscape - 2,403 sq. ft.
Landscape - 11,592 sq. ft.
Median - None
Park - None
Traffic Circle - 1,262 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 40 (Cantada)



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by: NBS - January 2017
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Tree Count - 181

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 41 (Pacific Cove)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017



Detention Basin - None
Hardscape - 4,005 sq. ft.
Landscape - 6,009 sq. ft.
Median - none
Park - none
Traffic Circle - 602 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2

LID No. 41 (Pacific Cove)



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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W HUENEME RD

E HUENEME RD

Tree Count - 174

SALVADOR DR

GUTIERREZ LN

ELIAS DR

IRWIN WY

CONNER DR

CONNER DR

DUNBAR DR

BARRYMORE DR

HOOD WY

SAVIERS RD

CARNISLE CT

CLARK CT

AL WY

COLUMBUS PL

CLARA ST

DUNBAR DR

CITY OF OXNARD

Maintenance Cost Responsibility

ITEM #D-2
 MCD No. 42 (Cantabria & Coronado)



CITY OF OXNARD

Maintenance Cost Responsibility

ITEM #D-2

LID No. 42 (Cantabria & Coronado)



CITY OF OXNARD

Map of Authorized Improvements

Item No. 43 (Greenbelt)

ITEM #0-2



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK/RO WY
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by: NBS - January 2017

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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LMD No. 43 (Greenbelt)



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet
Source: City of Oxnard & Ventura County
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Tree Count - 235

Map of Authorized Improvements

ITEM #D-2
-CAMELOT WY



Source: City of Oxnard & Ventura County

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ITEM #D-2
CAMELOT WAY
No. 46 (Daily Ranch)

#D-
LD No. 46 (Daily Ranch)



TREES
DISTRICT BOUNDARY
CITY BOUNDARY

Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 IMD No. 47 (Sycamore Place)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017

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Detention Basin - None
Hardscape - 2,370 sq. ft.
Landscape - 24,980 sq. ft.
Median - None
Park - None
Traffic Circle - 683 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 47 (Sycamore Place)



Coordinate System: NAD 1983 StatePlane California
EPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 49 (Cameron Ranch)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 EMD No. 49 (Cameron Ranch)



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

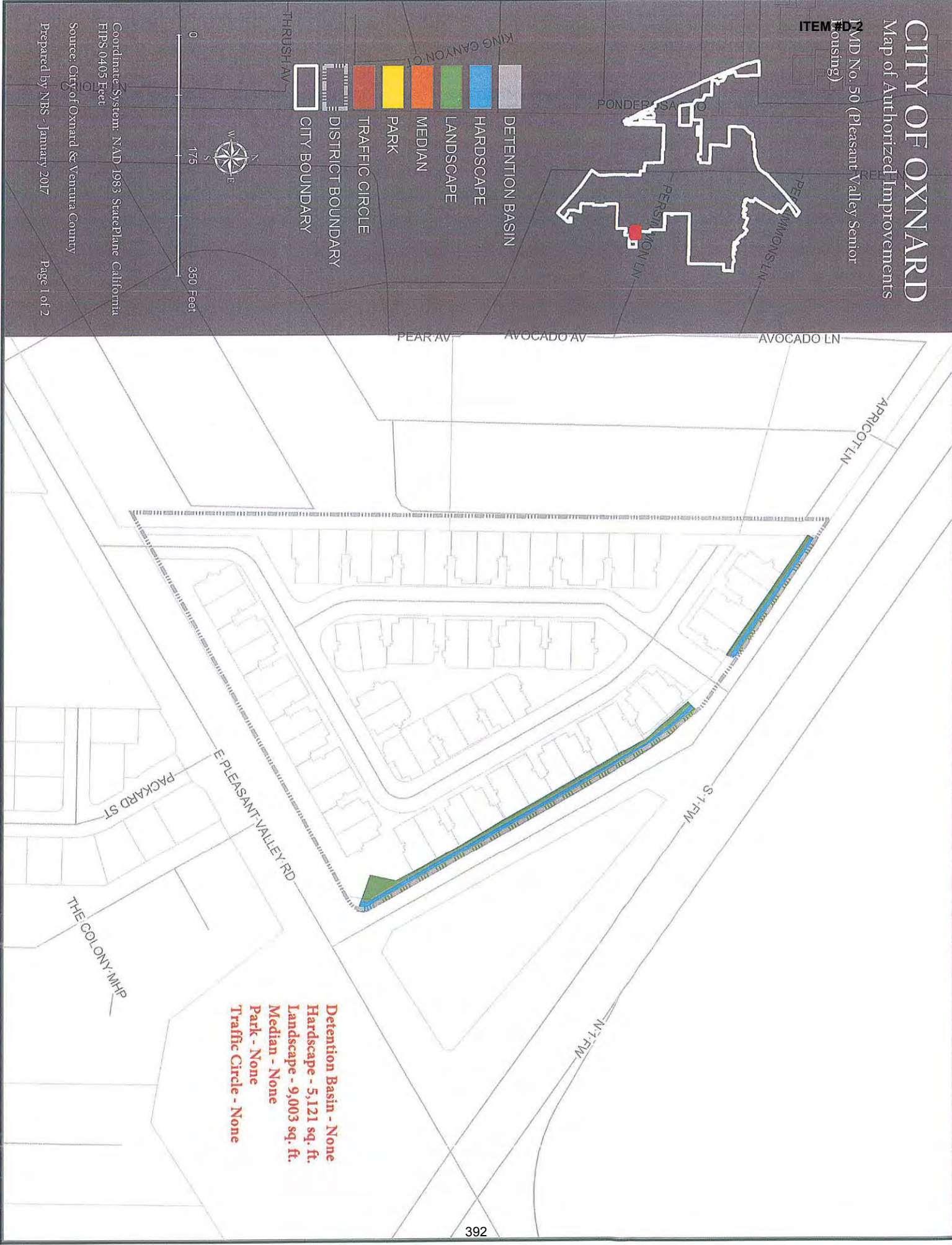
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CITY OF OXNARD

Map of Authorized Improvements

ITEM # D-2
 DMD No. 50 (Pleasant Valley Senior Housing)



Detention Basin - None
 Hardscape - 5,121 sq. ft.
 Landscape - 9,003 sq. ft.
 Median - None
 Park - None
 Traffic Circle - None

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2

LD No. 50 (Pleasant Valley Senior Housing)



CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 51 (Pfeiler)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California - UTM Zone 10N
 FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017
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Detention Basin - 33,537 sq. ft.
Hardscape - 16,381 sq. ft.
Landscape - 10,251 sq. ft.
Median - none
Park - 111,720 sq. ft.
Traffic Circle - 916 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 51 (Pfeiler)



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet
Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017



CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 52 (Wingfield)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FPS 0405 Feet

Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017

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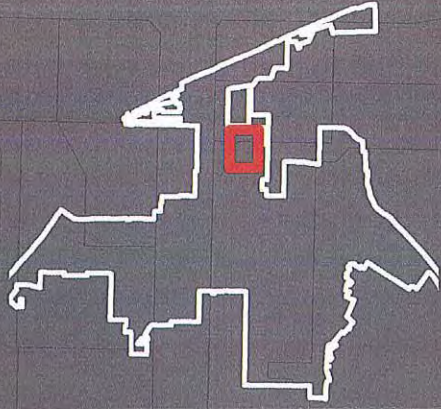


Detention Basin - None
Hardscape - None
Landscape - 4,000 sq. ft.
Median - None
Park - None
Traffic Circle - 894 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 52 (Wingfield)



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

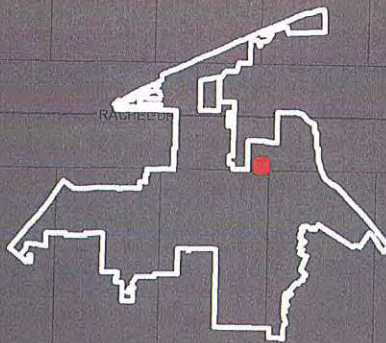
Source: City of Oxnard & Ventura County
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CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LMD No. 53 (Huff Court)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2



Detention Basin - none
Hardscape - none
Landscape - 5,811
Median - none
Park - none
Traffic Circle - none

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 53 (Huff Court)



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet
Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017



CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LMD No. 54 (Meadow Crest Villas)

- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

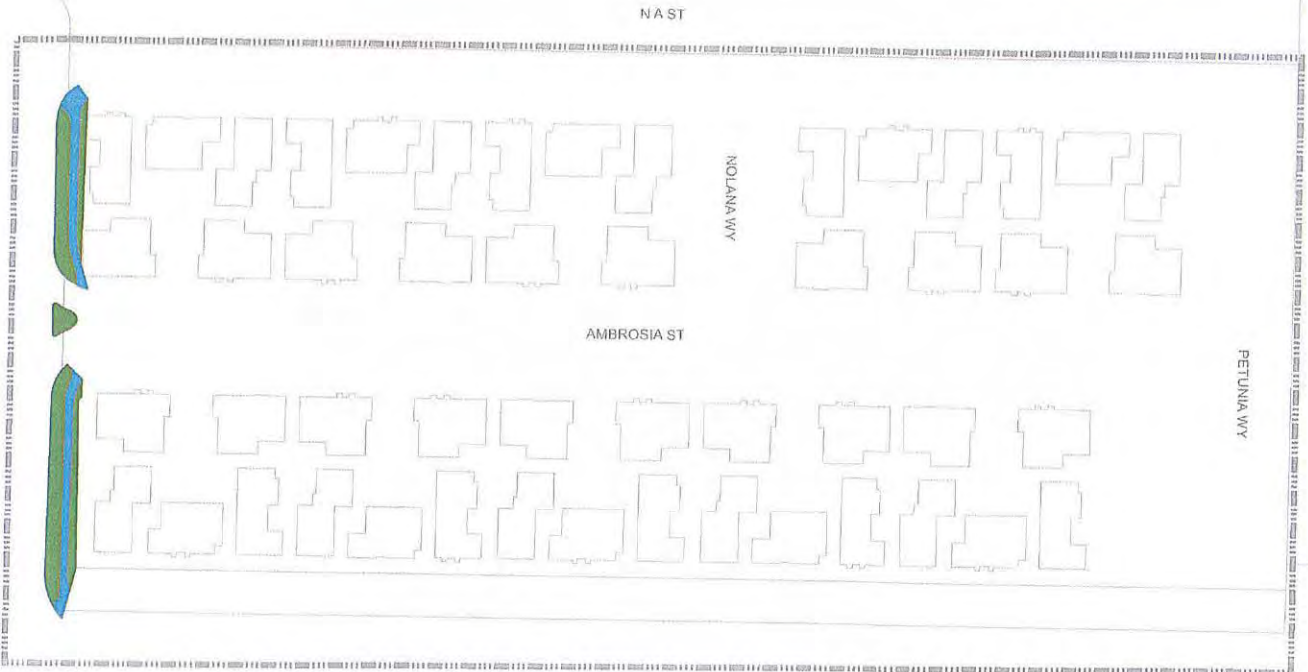


Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2

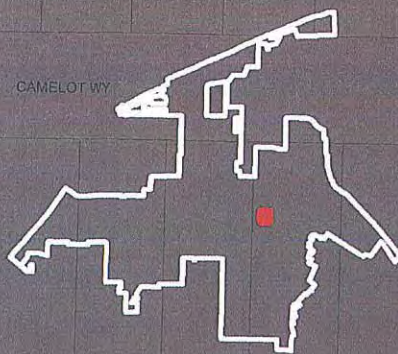


Detention Basin - none
Hardscape - 2,694 sq. ft.
Landscape - 2,670 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 54 (Meadow Crest Villas)

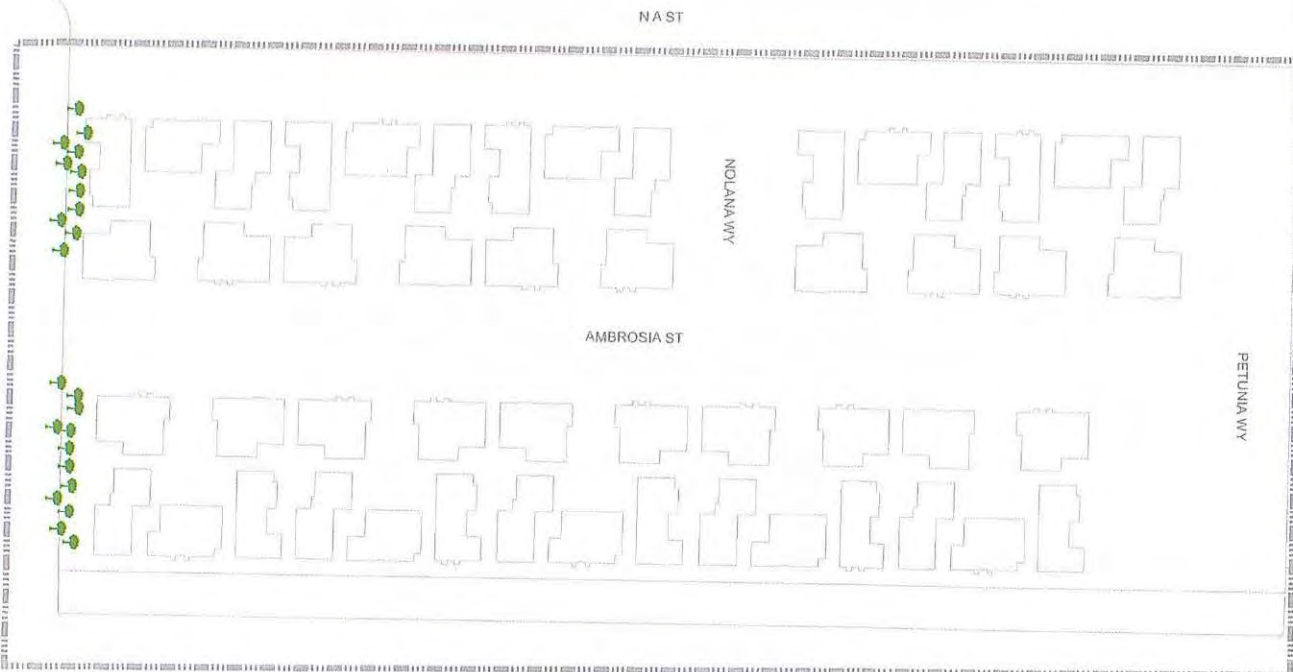


Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 2 of 2



RAILROAD RR

Tree Count - 23

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 55 (Wingfield West)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- CITY BOUNDARY
- DISTRICT BOUNDARY



0 150 310 Feet

Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2

W 5TH ST

PORTOFINO PL

RIVIERA CT

QUILAN CT

MONTE CARLO DR

ROSEWATER PL

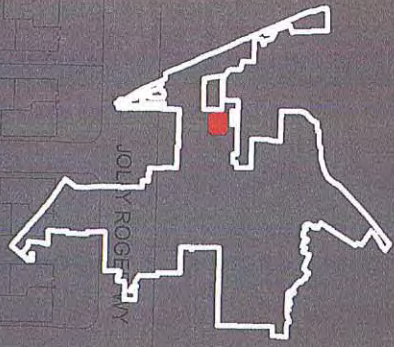
OLYMPUS LN

Detention Basin - none
Hardscape - 4,706 sq. ft.
Landscape - 25,924 sq. ft.
Median - None
Park - None
Traffic Circle - 956 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
LID No. 55 (Wingfield West)



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 2 of 2

W 5TH ST

PORTOFINO PL

QUILAN CT

RIVIERA CT

ROSEWATER PL

MONTE CARLO DR

OLYMPUS LN

Tree Count - 199

CITY OF OXNARD

Map of Authorized Improvements

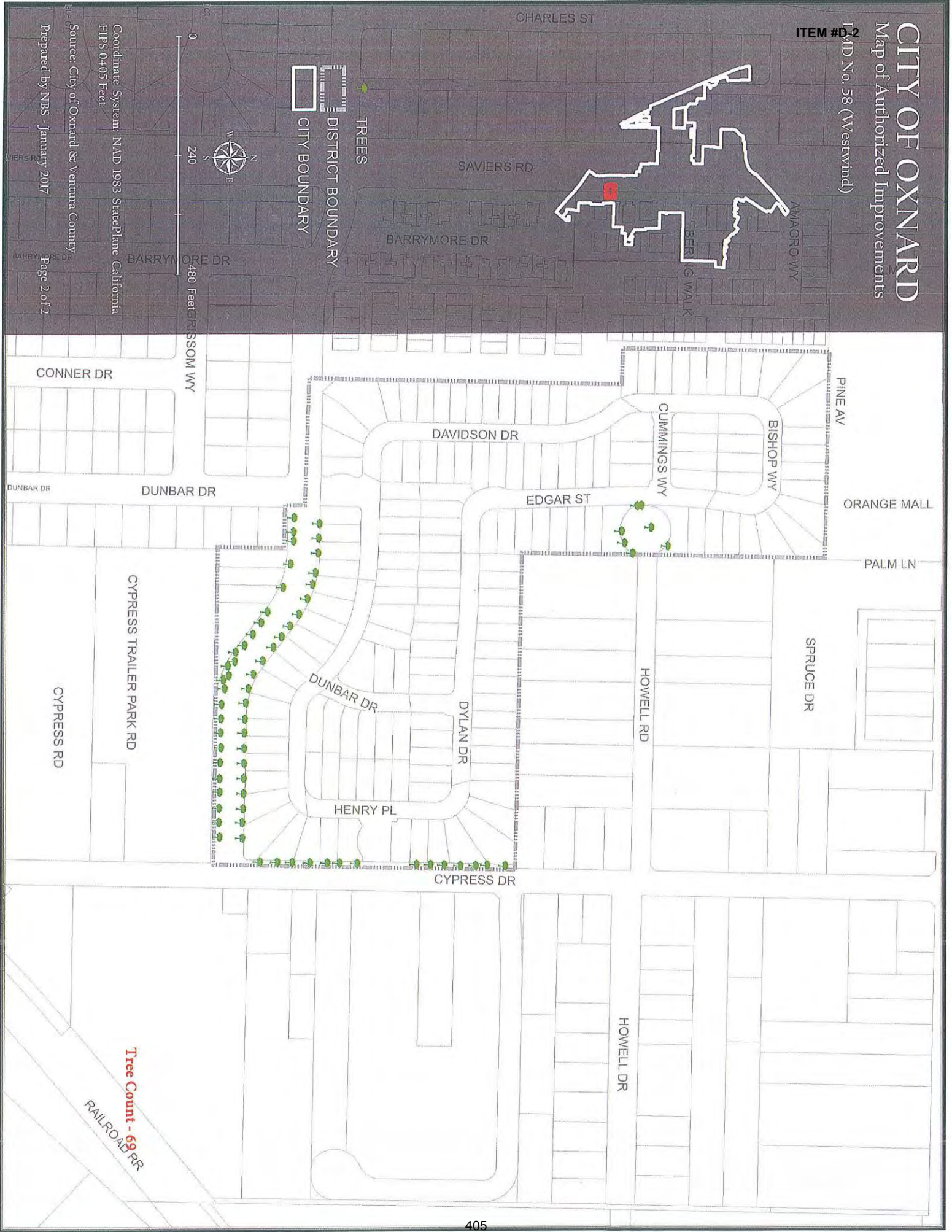
ITEM #D-2
LID No. 58 (Westwind)



CITY OF OXNARD

Map of Authorized Improvements

ITEM #D-2
 LID No. 58 (Westwind)



CITY OF OXNARD

Maintenance Cost Responsibility

ITEM #D-2
LMD No. 60 (Artisan)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2

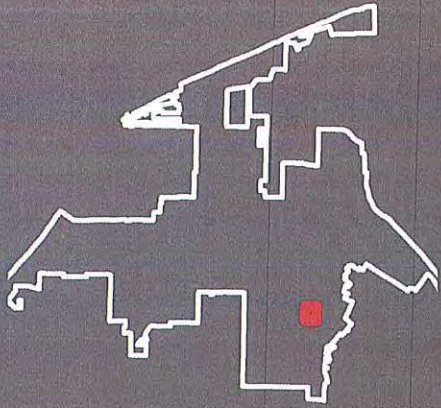


Detention Basin - None
Hardscape - None
Landscape - 19,369 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Maintenance Cost Responsibility

ITEM #D-2
LID No. 60 (Artisan)



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 2 of 2



Tree Count - 42

**CITY OF OXNARD CONTRACT FOR MAINTENANCE OF VARIOUS
COMMUNITY FACILITIES DISTRICTS, A WATERWAYS ASSESSMENT
DISTRICT AND LANDSCAPE MAINTENANCE DISTRICTS**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2017 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and _____ ("Contractor").

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-B and all insurance documentation, the City business license, permits from regulatory agencies, Addenda and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of Various Community Facilities Districts, a Waterways Assessment District and Landscape Maintenance Districts ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars (\$_____) in accordance with the prices as submitted in the Bid.
4. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request.
5. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."
6. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
7. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
8. Entire Agreement. This Contract, including any incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all

previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

9. Amendment. No Contract modification, amendment or supplement will be binding unless written and signed by the parties' duly authorized representatives.

10. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract 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 Contract for all purposes

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

_____ (Contractor's Name)	Dated: _____
By: _____	By: _____
Title: _____	Title: _____

CITY OF OXNARD

By: _____
☐ Mayor ☐ City Manager

ATTEST:

By: _____
 City Clerk
 (Only required if Mayor signs)

APPROVED AS TO INSURANCE:

By: _____
 Risk Manager

APPROVED AS TO FORM:

By: _____
 City Attorney

APPROVED AS TO CONTENT:

By: _____
 Project Manager

By: _____
 Finance Director

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind Contractor.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT 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.

2.1 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;

2.2 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";

2.3 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 affecting coverage required by this Exhibit INS-B. 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 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 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 Consultant 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 contractor 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.

5/17

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 notes of cancellation.**

Endorsement Forms

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

INS-B.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 ☒ 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				LIMITED SINGLE \$1,000,000 BODILY INJURY (Any one person) \$ BODILY INJURY (Each 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 5/17

ISSUE DATE (MM/DD/YY)

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE Included in Limits
In Addition to Limits

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

CITY AGREEMENTS/PERMITS

COMMERCIAL AUTO POLICY
BUSINESS AUTO POLICY
OTHER

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

Name: _____
Address: _____

Telephone () _____

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

Telephone () Date Signed

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 A 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.

ADDENDUM 1

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

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

**ADDENDUM 2
CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2012**

- a. Contractor shall compensate any employee of Contractor 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, Contractor 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, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Contractor 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 Contractor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Contractor, effective immediately.
- d. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Contractor of the amount owed.

BID PACKET

CITY OF

OXNARD



FOR

MAINTENANCE OF VARIOUS COMMUNITY FACILITIES DISTRICTS, A WATERWAYS ASSESSMENT DISTRICT AND LANDSCAPE MAINTENANCE DISTRICTS

Submitted by:

Contractor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Phone: _____

Email: _____ Date: _____

**BID FOR MAINTENANCE OF VARIOUS COMMUNITY FACILITIES DISTRICTS, A WATERWAYS
ASSESSMENT DISTRICT AND LANDSCAPE MAINTENANCE DISTRICTS**

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the CFD, LMD and Waterways Assessment District ("Project") sites and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

2. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or its breakdown or contents, or divulged information or data relative to that Bid price, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent of such entities, to effectuate a collusive or sham Bid and has not paid and will not pay any person or entity for such purpose.

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#03	_____
#02	_____	#04	_____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Bidder's Name (Company): _____

Signature: _____ Title: _____

Print: _____ Date: _____

ITEM #D-2

ITEM #D-2

District Name	Monthly ¹					One Time ¹				
	A Level of Service ²	B Level of Service ²	C Level of Service ²	D Level of Service ²	F Level of Service ²	Mowing & Edging	Tree Trimming	Weed Abatement	Vine/Shrub Groundcover/Pruning	Total (for each row)
Villa Santa Cruz/Carmel – 36	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pacific Breeze – 37	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Aldea Del Mar – 38	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
El Sueno/Promesa - 39	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Cantada – 40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pacific Cove – 41	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Cantabria/Coronado – 42	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Greenbelt – 43	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Daily Ranch – 46	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sycamore Place – 47	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Cameron Ranch – 49	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
SPV Senior Housing – 50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Pfeiler – 51	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Wingfield - 52	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Huff Court – 53	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Meadow Crest – 54	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Wingfield West – 55	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Westwind – 58	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Artisan - 60	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

¹Please refer to the Assessment Districts' Site Maps, available at the end of the Special Provisions, for individual property specifications and square footages.

²Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

*** **The lowest and second lowest Bids will be determined on the basis of the lowest and second lowest totals for each district.** ***

Bidder's Name (Company): _____ Date: _____

Print: _____ Signature: _____ Title: _____

BID PACKET

CITY OF

OXNARD



FOR

MAINTENANCE OF VARIOUS COMMUNITY FACILITIES DISTRICTS, A WATERWAYS ASSESSMENT DISTRICT AND LANDSCAPE MAINTENANCE DISTRICTS

Submitted by:

Contractor's Name: Proctor Landscaping Maintenance Inc.Address: 1101 Highway 101City: Oxnard State: CA Zip Code: 93030Contact Person: Travis Brown Phone: 805-461-1111Email: travis@proctorlandscaping.com Date: 11-17-17

**BID FOR MAINTENANCE OF VARIOUS COMMUNITY FACILITIES DISTRICTS, A WATERWAYS
ASSESSMENT DISTRICT AND LANDSCAPE MAINTENANCE DISTRICTS**

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the CFD, LMD and Waterways Assessment District ("Project") sites and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

2. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or its breakdown or contents, or divulged information or data relative to that Bid price, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent of such entities, to effectuate a collusive or sham Bid and has not paid and will not pay any person or entity for such purpose.

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>4-6-17</u>	#03	<u>4-6-17</u>
#02	<u>4-6-17</u>	#04	<u>4-6-17</u>

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 17, 2017 [date], at Oxnard [city], California [state].

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc
 Signature: [Signature] Title: Vice President
 Print: Tenley Garcia Date: 4-17-17

**CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF VARIOUS COMMUNITY FACILITIES
DISTRICTS, A WATERWAYS ASSESSMENT DISTRICT AND LANDSCAPE MAINTENANCE DISTRICTS**

MONTHLY SERVICE LEVELS ¹						
District Name	A Level of Service ²	B Level of Service ²	C Level of Service ²	D Level of Service ²	F Level of Service ²	Total (for each row)
RiverRidge – 3	\$ 2,000	\$ 1,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 5,500
Mandalay Bay/Beach - 4	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 20,000
Strawberry Fields - 9	\$ 600	\$ 500	\$ 500	\$ 400	\$ 400	\$ 2,500
Country Club – 10	\$ 500	\$ 750	\$ 700	\$ 600	\$ 600	\$ 3,500
St. Tropaz – 11	\$ 475	\$ 200	\$ 1,000	\$ 700	\$ 500	\$ 5,375
Standard Pacific – 12	\$ 700	\$ 125	\$ 125	\$ 100	\$ 700	\$ 4,125
Le Village - 13	\$ 2,000	\$ 1,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 7,500
California Cove – 14	\$ 2,000	\$ 2,400	\$ 2,300	\$ 2,000	\$ 1,000	\$ 11,400
Pelican Pointe - 15	\$ 300	\$ 130	\$ 90	\$ 50	\$ 40	\$ 520
California Lighthouse – 16	\$ 2,000	\$ 1,300	\$ 1,000	\$ 900	\$ 1,200	\$ 8,000
Greystone – 23	\$ 1,150	\$ 1,000	\$ 1,000	\$ 700	\$ 500	\$ 5,050
Vineyards – 24	\$ 2,000	\$ 2,100	\$ 2,300	\$ 2,200	\$ 2,000	\$ 11,000
The Pointe – 25	\$ 1,000	\$ 700	\$ 600	\$ 500	\$ 500	\$ 3,100
Rose Island – 27	\$ 2,000	\$ 2,500	\$ 2,400	\$ 2,100	\$ 2,000	\$ 11,100
Harborside – 28	\$ 1,500	\$ 2,300	\$ 2,400	\$ 2,000	\$ 1,500	\$ 13,500
HAAS – 30	\$ 1,150	\$ 600	\$ 1,400	\$ 1,200	\$ 500	\$ 7,050
Rancho De La Rosa – 31	\$ 2,000	\$ 1,000	\$ 1,000	\$ 2,000	\$ 2,000	\$ 12,000
Oak Park – 32	\$ 600	\$ 300	\$ 400	\$ 300	\$ 300	\$ 2,150
El Paseo – 33	\$ 1,000	\$ 1,000	\$ 400	\$ 300	\$ 1,200	\$ 6,150
Sunrise/Sunset Cove - 34	\$ 2,400	\$ 2,300	\$ 2,400	\$ 2,000	\$ 1,000	\$ 10,700
Villa Santa Cruz/Carmel – 36	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,500	\$ 2,000	\$ 13,500
Pacific Breeze – 37	\$ 1,000	\$ 700	\$ 700	\$ 400	\$ 200	\$ 2,800
Aldea Del Mar – 38	\$ 2,700	\$ 1,000	\$ 1,500	\$ 1,000	\$ 1,000	\$ 11,900
El Sueno/Promesa - 39	\$ 1,000	\$ 500	\$ 1,500	\$ 1,000	\$ 1,000	\$ 24,300
Cantada – 40	\$ 2,500	\$ 2,300	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,000
Pacific Cove – 41	\$ 1,000	\$ 700	\$ 500	\$ 400	\$ 300	\$ 3,000
Cantabria/Coronado – 42	\$ 4,100	\$ 1,000	\$ 1,000	\$ 700	\$ 3,000	\$ 18,400
Greenbelt – 43	\$ 3,400	\$ 2,100	\$ 2,000	\$ 3,000	\$ 1,000	\$ 15,000
Daily Ranch – 46	\$ 3,000	\$ 3,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 18,000
Sycamore Place – 47	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 5,000
Cameron Ranch – 49	\$ 2,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,500
PV Senior Housing – 50	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 6,100
Pfeiler – 51	\$ 2,000	\$ 2,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 15,100
Wingfield - 52	\$ 700	\$ 600	\$ 700	\$ 600	\$ 600	\$ 2,050
Huff Court – 53	\$ 700	\$ 1,000	\$ 1,000	\$ 700	\$ 1,000	\$ 1,150
Meadow Crest – 54	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,275
Wingfield West – 55	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 4,550
Westwind – 58	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 4,900
Artisan - 60	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 3,250

District Name	ONE TIME SERVICES ¹			Total (for each row)
	Mowing & Edging	Weed Abatement	Vine/Shrub /Ground-cover/ Pruning	
RiverRidge - 3	\$ 600	\$ 400	\$ 600	\$ 1,600
Mandalay Bay/ Beach Main - 4	\$ 2400	\$ 1200	\$ 2000	\$ 5,600
Strawberry Fields - 9	\$ N/A	\$ 100	\$ 200	\$ 300
Country Club - 10	\$ 450	\$ 300	\$ 150	\$ 900
St. Tropaz - 11	\$ 500	\$ 400	\$ 740	\$ 1,640
Standard Pacific - 12	\$ 150	\$ 100	\$ 150	\$ 400
Le Village - 13	\$ 500	\$ 500	\$ 750	\$ 1,750
California Cove - 14	\$ 1,400	\$ 750	\$ 1,550	\$ 3,700
Pelican Pointe - 15	\$ 50	\$ 100	\$ 50	\$ 200
California Lighthouse - 16	\$ 1,400	\$ 500	\$ 1,100	\$ 3,000
Greystone - 23	\$ 300	\$ 325	\$ 400	\$ 1,025
Vineyards - 24	\$ 500	\$ 500	\$ 975	\$ 1,975
The Pointe - 25	\$ 115	\$ 100	\$ 120	\$ 335
Rose Island - 27	\$ 400	\$ 300	\$ 600	\$ 1,300
Harborside - 28	\$ 1,100	\$ 550	\$ 1,200	\$ 2,850
HAAS - 30	\$ 500	\$ 500	\$ 700	\$ 1,700
Rancho De La Rosa - 31	\$ 2,000	\$ 1,000	\$ 1,200	\$ 4,200
Oak Park - 32	\$ 300	\$ 150	\$ 300	\$ 750
El Paseo - 33	\$ 300	\$ 400	\$ 200	\$ 900
Sunrise Pt./Sunset Cove - 34	\$ 500	\$ 500	\$ 500	\$ 1,500
Villa Santa Cruz/Carmel - 36	\$ 1,500	\$ 1,000	\$ 1,700	\$ 4,200
Pacific Breeze - 37	\$ 300	\$ 150	\$ 200	\$ 650
Aldea Del Mar - 38	\$ 1,400	\$ 500	\$ 1,200	\$ 3,100
El Sueno/Promesa - 39	\$ 2,000	\$ 1,000	\$ 2,300	\$ 5,300
Cantada - 40	\$ 500	\$ 350	\$ 450	\$ 1,300
Pacific Cove - 41	\$ 250	\$ 200	\$ 350	\$ 800
Cantabria/Coronado - 42	\$ 2,000	\$ 1,000	\$ 2,200	\$ 5,200
Greenbelt - 43	\$ 2,000	\$ 1,000	\$ 1,800	\$ 4,800
Daily Ranch - 46	\$ 1,025	\$ 550	\$ 1,025	\$ 2,600
Sycamore Place - 47	\$ 800	\$ 500	\$ 900	\$ 2,200
Cameron Ranch - 49	\$ 725	\$ 550	\$ 725	\$ 2,000
PV Senior Housing - 50	\$ 300	\$ 200	\$ 500	\$ 1,000
Pfeiler - 51	\$ 1,000	\$ 500	\$ 1,200	\$ 2,700
Wingfield - 52	\$ 175	\$ 80	\$ 100	\$ 355
Huff Court - 53	\$ 200	\$ 250	\$ 350	\$ 800
Meadow Crest - 54	\$ 300	\$ 75	\$ 100	\$ 475
Wingfield West - 55	\$ 400	\$ 200	\$ 350	\$ 950
Westwind - 58	\$ 300	\$ 150	\$ 500	\$ 950

Artisan - 60	\$ 350	\$ 150	\$ 250	\$ 750
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¹Please refer to the Assessment Districts' Site Maps, available at the end of the Special Provisions, for individual property specifications and square footages.

²Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

***** The lowest and second lowest Bids will be determined on the basis of the monthly service levels only for each district. The one time services will not be weighted as part of the selection of the lowest and second lowest bidder*****

Bidder's Name (Company):

Garcia's Landscaping Maintenance Inc.

Date: 4-17-17

Print:

Tenley Garcia

Title: Vice President

Signature:

Tenley Garcia

Small Local Business Purchasing Preference Program

The City of Oxnard offers a small local business purchasing preference in accordance with City Code section 4-2. If you wish to be considered, please answer the following:

1. Has Contractor held a current City business license for at least 36 months immediately preceding submittal of its bid?
Select one: ☒ YES ☐ NO
2. Has Contractor maintained its principal business office* for at least 36 months immediately preceding its bid submittal within the City's geographic boundaries?
Select one: ☒ YES ☐ NO
3. Has Contractor's average annual gross receipts been \$20,000,000 or less over the 36 months immediately preceding submittal of its bid?
Select one: ☒ YES ☐ NO
4. Does Contractor employ fewer than 100 employees?
Select one: ☒ YES ☐ NO

If you answered "NO" to any of the above questions, you do not qualify for the small local business purchasing preference program and can stop filling out this sheet. You do not need to turn it in. If you answered "YES" to all of the above questions, please continue answering the questions below.

5. Are at least 50% of Contractor's employees Oxnard residents and have they been Oxnard residents for at least 90 days prior to submission of the bid?
Select one: ☒ YES ☐ NO
6. Does the Contractor intend to hire employees or to subcontract?
Select one: ☒ YES ☐ NO

If you answered "NO" to question 5, but answered "YES" to question 6, please sign below under penalty of perjury if you agree:

"The Contractor has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard."

The City may audit Contractor and its Subcontractors for adherence to this statement.

Name: Tenley Garcia

Date: 4-4-17

Signature: Tenley Garcia

Title: Vice President

* A "principal business office" is defined as the place where: 1) the principal officers or owners generally transact business; 2) to which reports are made; 3) from which orders and payments are made; and 4) which the business represents to government authorities as its principal office or principal place of business.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on 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.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 01-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **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.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901– et seq.), the Non-appropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171– et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331– et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801– et seq. and 901 - 944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51– et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801– et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 01-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

EXTENSION OF INFORMATION PAGE

Schedule of Forms

Item 3D

Policy No. FLA005702-00Form NumbersApplicable States

WC 04 00 01 B
WC 04 00 05
WC 04 00 02
WC 04 00 03
WC 04 00 04
WC 00 00 00 C
WC 00 04 06
WC 00 04 21 D
WC 00 04 22 B
WC 04 03 10
WC 04 03 01 C
WC 04 03 03 B
WC 04 03 06
WC 04 03 60 B
WC 04 04 22
WC 04 06 01 A
PN 04 99 01 F
PN 04 99 02 B
PN 04 99 04
PN 04 99 06 C
PN 04 99 07 A

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EXTENSION OF INFORMATION PAGE

Schedule of Locations

Item 1

Policy No. FLA005702-00

Name	Address	City	State	Zip Code
Primary Location	2101 Hughes Drive	Oxnard	CA	93033

EXTENSION OF INFORMATION PAGE

Schedule of Named Insured

Item 1

Policy No. FLA005702-00Named Insured

Garcia's Landscaping Maintenance, Inc. (A Corp)

FEIN

45-1172673

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 00 05

(Ed. 07-98)

EXTENSION OF INFORMATION PAGE

Classifications

Item 4

Policy No. FLA005702-00

CLASSIFICATION OF OPERATIONS

	Estimated Remuneration	Rate Per \$100	Estimated Premium
CALIFORNIA TOTAL			
Rating Period 05-12-2017 through 05-12-2018			
Location 1			
0042 Landscape Gardening - All Operations - Including Maintenance Of Gardens.	\$527,000	13.77	\$72,568
0106 Tree Pruning	\$93,000	33.71	\$31,350
Location 1 Total			\$103,918
0930 Blanket Waiver of Subrogation		0.025	\$2,598
0 Employers Liability Limits		1.000	\$
9898 Experience Modifier		.64	-\$38,346
9887 Schedule Modification		.84	-\$10,907
Rating Period 05-12-2017 through 05-12-2018			
0063 Premium Discount		0.9005	-\$5,697
0900 Expense Constant			\$300
9741 Catastrophe Premium		0.04	\$248
9740 Terrorism Risk Insurance Act Premium		0.04	\$248
9999 California Insurance Guarantee Association (CIGA)		0.02	\$1,056
9999 Workers Comp. Admin. Revolving Fund Assessment (WCARF)		0.003128	\$165
9999 Workers Comp. Fraud Account Assessment (FRAUD)		0.001675	\$88
9999 Uninsured Employers Benefits Trust Fund Assessment (UEBT)		0.000721	\$38
9999 Subsequent Injuries Benefits Trust Fund Assessment (SIBT)		0.001335	\$71
9999 Occupational Safety and Health Fund Assessment (OSHF)		0.002305	\$122
9999 Labor Enforcement & Compliance Fund (LECF)		0.001918	\$101
Policy Fee			\$450
Rating Period Total			\$54,453
CALIFORNIA TOTAL			\$54,453
POLICY TOTAL			\$54,453

INFORMATION PAGE

Falls Lake Fire & Casualty Company

Policy No. FLA005702-00

Insurer ID No(s). 15884

Prior Policy No. _____

1. Named Insured: Garcia's Landscaping Maintenance, Inc. (A Corp)

Mailing Address: 2101 Hughes Drive
Oxnard, CA 93033

_____ Individual	_____ LLC
☒ Corporation	_____ LLP
_____ Partnership	_____ Other:

Email Address: garciasbiz@gmail.com

FEIN: 45-1172673

Intra/Interstate Risk ID No. 5042723

Other workplaces not shown above: See Schedule of Locations

2. The policy period is from
- 05-12-2017
- to
- 05-12-2018
- 12:01 A.M. standard time at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: CA

- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	<u>\$1,000,000</u>	each accident
Bodily Injury by Disease	<u>\$1,000,000</u>	policy limit
Bodily Injury by Disease	<u>\$1,000,000</u>	each employee

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
-
- NONE

- D. This policy includes these endorsements and schedules:
-
- See Scheduled of Forms

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Code No.	Classifications	Premium Basis Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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See Schedule of Classifications

Experience Modification: .64Total Estimated Annual Premium: \$52,362Minimum Premium: \$750Deposit Premium: \$5,506

Premium Adjustment Period: _____

Countersigned By: _____

Servicing/Issuing Office: Atlas General Insurance Services
4365 Executive Drive, Suite 400
San Diego, CA 92121Date: 5/11/2017

FALLS LAKE

Falls Lake Fire and Casualty Company

(Stock Insurance Company)

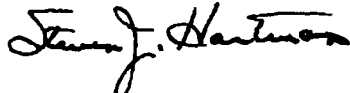
6131 Falls of Neuse Road
Suite 306
Raleigh, NC 27609
1-800-780-7454
www.fallslakeins.com

In Witness Whereof, we have caused this policy to be executed and attested.

Secretary

{  }

President

{  }

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 06 01 A**

Effective December 1, 1993

CALIFORNIA CANCELLATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page. The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancellation:

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operation that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancellation notice.

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

Endorsement Effective

Policy No. FLA005702-00

Endorsement No.

Insured Garcia's Landscaping Maintenance, Inc. Insurance Company Falls Lake Fire & Casualty Company

Countersigned by _____

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POLICYHOLDER NOTICE
YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. Information Available to You

A. Information Available from Us – Falls Lake Fire & Casualty Company

- (1) General questions regarding your policy should be directed to:

Atlas General Insurance Services, LLC
4365 Executive Drive, Suite 400
San Diego, CA 92121
Telephone: 1-877-662-8527
Fax: 619-814-8914
www.atlas.us.com

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.
- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (USRP) and the *California Workers' Compensation Experience Rating Plan—1995* (ERP). Contact information for the WCIRB is: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Customer Service. You may also contact WCIRB Customer Service at 1-888-229-2472, by fax at 415-778-7272, or via the Internet at the WCIRB's website: <http://www.wcirb.com>. The regulations contained in the USRP and the ERP are available for public viewing through the WCIRB's website.
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Custodian of Records. The Custodian of Records can be reached by telephone at 415-777-0777 and by fax at 415-778-7272.
- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form free of charge by completing a Policyholder Rate Sheet Request Form on the WCIRB's website at <http://wcirb.com/ratesheet>. The Experience Rating Form will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers' compensation insurance, you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action

should be forwarded to: Falls Lake Fire & Casualty Company, 6131 Falls of Neuse Road, Suite 306, Raleigh, North Carolina 27609 Toll-Free 800-780-7454 Fax: 888-698-7290

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below.

- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 14 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Customer Service. Customer Service can be reached by telephone at 1-888-229-2472, and by fax at 415-778-7272.

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, California 94621, Attention: Complaints and Reconsiderations. The WCIRB's telephone number is 1-888-229-2472, and the fax number is 415-371-5204.

- C. California Department of Insurance – Appeals to the Insurance Commissioner.** If, after you follow the appropriate dispute resolution process described above, we or the WCIRB decline to review your request, if you are dissatisfied with the decision upon review, or if we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the insurance commissioner is:

Administrative Hearing Bureau
California Department of Insurance
45 Fremont Street, 22nd Floor
San Francisco, California 94105

You have the right to a hearing before the insurance commissioner, and our action, or the action of the WCIRB, may be affirmed, modified, or reversed.

III. Resources Available to You in Obtaining Information and Pursuing Disputes

- A. Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the insurance commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, California 94621, Attention: Policyholder Ombudsman. The policyholder ombudsman can be reached by telephone at 415-778-7159 and by fax at 415-371-5288.
- B. California Department of Insurance – Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 1-800-927-HELP (4357) or <http://www.insurance.ca.gov>. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE**CALIFORNIA WORKERS' COMPENSATION
INSURANCE RATING LAWS**

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

**California Workers' Compensation Insurance
Notice of Nonrenewal**

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

PN 04 99 02 B
(Ed. 05-02)

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.

(A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).

(B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE**CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE**

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE**PAYROLL RECORD AND AUDIT REQUIREMENTS FOR
DUAL WAGE CONSTRUCTION OR ERECTION CLASSIFICATIONS**

Your policy includes one or more construction or erection classifications. Dual wage classifications are pairs of classifications that describe the same construction or erection operation yet are assigned based upon whether the employee's hourly wage is above or below a specified threshold. Each pair of dual wage classifications contains one "high wage" classification that is assignable to payrolls earned by employees whose regular hourly wage equals or exceeds a specified wage threshold and one "low wage" classification that is assignable to payrolls earned by employees whose regular hourly wage is less than the specified threshold.

Payroll Record Requirements

The assignment of a high wage classification to any non-salaried employee is contingent on verifying that the employee's hourly wage equals or exceeds the specified wage threshold. The determination of the regular hourly wage must be supported by one of the following sources:

- Original time cards or time book entries for each employee. Original records must include the operations performed, the total hours worked each day and the times the employee started and ended each work period throughout the workday. At job locations where all of the employer's operations cease for a uniform unpaid meal period, recording the start and stop times of the uniform break period is not required.
- A valid collective bargaining agreement that shows the regular hourly wage rate by job classification of a worker. If using a collective bargaining agreement, the records must include an employee roster by job classification that permits the reconciliation of individual employees to the job classifications set forth in the collective bargaining agreement.

The non-salaried employee's regular hourly wage shall be determined by dividing that employee's total remuneration by the hours worked during the pay period, irrespective of whether the employee is paid on an hourly, piecework, production or commission basis.

The payroll earned by any non-salaried employees for whom the records specified above are not maintained and/or made available will be assigned to the low wage classification that describes the operations performed.

The regular hourly wage of salaried employees is determined by dividing the total annual remuneration by 2000 hours. If an employee is salaried for less than 12 months, the regular hourly wage for the salaried period is calculated on a prorated basis.

Audit Requirements

If your policy produces a final premium of \$13,000 or more, a physical audit is required at least once a year. If your policy produces a final premium of less than \$13,000 and payroll is developed under a high wage classification, a physical audit of the policy is required unless the policy is a renewal and a physical audit was completed for one of the two immediately preceding policy periods. A "physical audit" is defined as an audit of payroll, whether conducted at the policyholder's location or at a remote site, that is based upon an auditor's examination of the policyholder's books of accounts and original payroll records (in either electronic or hard copy form) as necessary to determine and verify the exposure amounts by classification.

If you hold a C-39 Roofing Contractor license from the California Contractors State License Board, a physical audit is required on the complete policy period of each policy regardless of the amount of final premium. See California Insurance Code Section 11665(a) for additional requirements regarding the audit of C-39 license holders.

POLICYHOLDER NOTICE**JANUARY 1, 2015 AUDIT REQUIREMENTS FOR POLICIES
WITH FINAL PREMIUM OF LESS THAN \$13,000 THAT DEVELOP PAYROLL IN
HIGH WAGE DUAL WAGE CONSTRUCTION OR ERECTION CLASSIFICATIONS**

Dual wage classifications are pairs of classifications that describe the same construction or erection operation yet are assigned based upon whether the employee's hourly wage is above or below a specified threshold. Each pair of dual wage classifications contains one "high wage" classification that is assignable to payrolls earned by employees whose regular hourly wage equals or exceeds a specified wage threshold and one "low wage" classification that is assignable to payrolls earned by employees whose regular hourly wage is less than the specified threshold.

If your policy effective on or after January 1, 2015 produces a final premium of less than \$13,000 and develops payroll in a high wage classification, a physical audit of the policy is required unless the policy is a renewal and a physical audit was completed for one of the two immediately preceding policy periods. If your policy produces a final premium of \$13,000 or more, a physical audit is required at least once a year.

A "physical audit" is defined as an audit of payroll, whether conducted at the policyholder's location or at a remote site, that is based upon an auditor's examination of the policyholder's books of accounts and original payroll records (in either electronic or hard copy form) as necessary to determine and verify the exposure amounts by classification.

PRIVACY NOTICE

We at Falls Lake Fire and Casualty Company (Falls Lake) know that the privacy of your personal information is important to you. Our relationship with you is based on trust. We appreciate your business and understand that you trust us with personal information about yourself. This notice describes our privacy policy and how we treat information we receive about you.

Information We Collect

To serve your insurance needs and fulfill legal and regulatory requirements, we obtain certain personal information about you. We collect nonpublic personal information about you from some of the following sources:

- Information included in your insurance application and related forms (such as your home address, social security number and financial or medical information);
- Information about your transactions with other companies (such as payment and insurance claims history);
- Information from your employer;
- Information from a consumer reporting agency (such as your credit history) or other outside sources (such as other insurance companies or government agencies).

Information We Share

We do not disclose any nonpublic information about you with any non-affiliated third party, except as permitted or required by law. Examples of disclosures we are permitted or required to make by law include disclosures made with your consent or at your request; disclosures made in connection with certain legal proceedings; disclosures made to outside companies or individuals that perform services on our behalf (such as our claims adjusters) who assist us in servicing your policy, and disclosures we may make to our insurance affiliates or agents.

How We Protect Your Information

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide insurance products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard nonpublic personal information we have about you. Some techniques we use to protect your personal information include secured files, user authentication, encryption, firewall technology and the use of detection software.

How to Contact Us

If you have any questions about Falls Lake's privacy policy or this notice, please contact us:

Falls Lake Fire and Casualty Company 6131 Falls
of Neuse Road, Suite 306 Raleigh, NC 27609
Toll-Free: 1-800-780-7454
Web Site: <http://www.fallslakeins.com>

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 60 B

(Ed. 01-15)

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT-CALIFORNIA

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:
 1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
 1. bodily injury to any member of the flying crew of any aircraft.
 2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
 3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. FLA005702-00

Endorsement No.

Insured

Insurance Company

Garcia's Landscaping Maintenance,
Inc. (A Corp)

Falls Lake Fire & Casualty Company

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

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

Endorsement Effective 05-12-2017
Insured
Garcia's Landscaping Maintenance, Inc. (A Corp)

Policy No. FLA005702-00
Insurance Company
Falls Lake Fire & Casualty Company

Endorsement No.

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 03 B****(Ed. 01-17)****OFFICERS AND DIRECTORS COVERAGE / EXCLUSION-CALIFORNIA**

If the employer named in Item 1 of the Information Page is a quasi-public or private corporation, this policy applies to all officers and members of boards of directors while rendering actual service for the corporation for pay, as employees, except those excluded below who individually own at least 15 percent of the corporation's issued and outstanding stock.

The insurance under this policy is limited as follows: It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

Officers and Directors Excluded

Tenley Garcia

Pablo Garcia

Title

Secretary

President

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES, AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	FLA005702-00	Endorsement No.
Insured	Garcia's Landscaping Maintenance, Inc. (A Corp)	Insurance Company	Falls Lake Fire & Casualty Company

Countersigned By _____

WC 04 03 01 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 10-14)

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Garcia's Landscaping Maintenance,
Inc. (A Corp)

Policy No. FLA005702-00

Insurance Company

Falls Lake Fire & Casualty Company

Endorsement No.

Countersigned By _____

POLICY AMENDATORY ENDORSEMENT—CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed – Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages – Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment – Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
 - b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancellation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.
9. **The Insured's Email Address.** The insured's email address must be included in Item 1 of the Information Page if the insurer intends to electronically transmit an offer of renewal for a workers' compensation insurance policy to the insured (California Insurance Code §38.5 (b)).

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 10****(Ed. 1-95)****DUTY TO DEFEND-CALIFORNIA**

The insurance afforded by Part One, Section C, **"We Will Defend"**, is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom)

for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle claims or proceedings.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

Nothing contained in this Section shall amend, modify, restrict, or otherwise alter any obligations or conditions under

Part Two – Employer's Liability Insurance of the policy.

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

Endorsement Effective
Insured
Garcia's Landscaping Maintenance, Inc.
Insurance Company
Falls Lake Fire & Casualty Company

Policy No. FLA005702-00

Endorsement No.

Countersigned by _____

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(Ed. 1-15)

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
CA	.0400	\$248

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No. FLA005702-00	Endorsement No.
Insured Garcia's Landscaping Maintenance Insurance Company Falls Lake Fire & Casualty		Premium Included

Countersigned by _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
CA	.0400	\$248

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No. FLA005702-00	Endorsement No.
Insured Garcia's Landscaping Mainte	Insurance Company Falls Lake Fire & Casualty	Premium Included

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 06

(Ed. 8-84)

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. **State****Estimated Eligible Premium**

First	Next	Next	
\$5,000	\$95,000	\$400,000	Balance

2. Average percentage discount: 9.95 %

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured Garcia's Landscaping
Maintenance, Inc. (A Corp)

Policy No FLA005702-00
Insurance Company Falls Lake Fire & Casualty
Company

Endorsement No.
Premium Included

Countersigned by _____

WC 00 04 06
(Ed. 8-84)

CALIFORNIA SHORT-RATE CANCELLATION ENDORSEMENT

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions: If you cancel the policy and a disclosure was provided in accordance with Section 481(c) of the California Insurance Code, final premium will be based on the time this policy was in force and increased by the short-rate cancellation table below:

Short Rate Cancellation Table

Days in Policy Period	Short Rate Percentage	Factor to Apply to earned premium for period policy in effect	Days in Policy Period	Short Rate Percentage	Factor to Apply to earned premium for period policy in effect	Days in Policy Period	Short Rate Percentage	Factor to Apply to earned premium for period policy in effect	Days in Policy Period	Short Rate Percentage	Factor to Apply to earned premium for period policy in effect
1	5%	18.2482	92	36%	1.4283	183	61%	1.2167	274	81%	1.0790
2	6%	10.9489	93	36%	1.4129	184	61%	1.2101	275	81%	1.0751
3	7%	8.5158	94	36%	1.3979	185	61%	1.2035	276	81%	1.0712
4	7%	6.3869	95	37%	1.4216	186	61%	1.1970	277	81%	1.0673
5	8%	5.8364	96	37%	1.4068	187	61%	1.1906	278	81%	1.0635
6	8%	4.8862	97	37%	1.3923	188	62%	1.2037	279	82%	1.0728
7	9%	4.6324	98	37%	1.3781	189	62%	1.1974	280	82%	1.0689
8	9%	4.1058	99	38%	1.4010	190	62%	1.1910	281	82%	1.0651
9	10%	4.0552	100	38%	1.3870	191	62%	1.1848	282	82%	1.0614
10	10%	3.6496	101	38%	1.3733	192	63%	1.1977	283	83%	1.0705
11	11%	3.6496	102	38%	1.3598	193	63%	1.1914	284	83%	1.0667
12	11%	3.3455	103	39%	1.3820	194	63%	1.1853	285	83%	1.0630
13	12%	3.3689	104	39%	1.3688	195	63%	1.1792	286	83%	1.0593
14	12%	3.1283	105	39%	1.3557	196	63%	1.1732	287	83%	1.0556
15	13%	3.1630	106	40%	1.3714	197	64%	1.1858	288	84%	1.0646
16	13%	2.9653	107	40%	1.3645	198	64%	1.1798	289	84%	1.0609
17	14%	3.0056	108	40%	1.3519	199	64%	1.1739	290	84%	1.0572
18	14%	2.8386	109	40%	1.3395	200	64%	1.1680	291	84%	1.0536
19	15%	2.8818	110	41%	1.3605	201	65%	1.1804	292	85%	1.0625
20	15%	2.7377	111	41%	1.3482	202	65%	1.1745	293	85%	1.0589
21	16%	2.7812	112	41%	1.3362	203	65%	1.1687	294	85%	1.0553
22	16%	2.6547	113	41%	1.3243	204	65%	1.1630	295	85%	1.0517
23	17%	2.6980	114	42%	1.3447	205	65%	1.1573	296	85%	1.0481
24	17%	2.3856	115	42%	1.3328	206	66%	1.1694	297	86%	1.0569
25	17%	2.4821	116	42%	1.3215	207	66%	1.1638	298	86%	1.0534
26	18%	2.5270	117	43%	1.3414	208	66%	1.1582	299	86%	1.0498
27	18%	2.4334	118	43%	1.3301	209	66%	1.1526	300	86%	1.0463
28	18%	2.3465	119	43%	1.3189	210	67%	1.1645	301	86%	1.0429
29	18%	2.2566	120	43%	1.3079	211	67%	1.1590	302	87%	1.0515
30	19%	2.3117	121	44%	1.3273	212	67%	1.1535	303	87%	1.0480
31	19%	2.2121	122	44%	1.3164	213	67%	1.1481	304	87%	1.0446
32	19%	2.1672	123	44%	1.3057	214	67%	1.1428	305	87%	1.0411
33	20%	2.2121	124	44%	1.2951	215	68%	1.1544	306	88%	1.0497
34	20%	2.1423	125	45%	1.3140	216	68%	1.1485	307	88%	1.0462
35	20%	2.0857	126	45%	1.3035	217	68%	1.1438	308	88%	1.0429
36	22%	2.0278	127	45%	1.2933	218	68%	1.1385	309	88%	1.0395
37	21%	2.0716	128	46%	1.3117	219	69%	1.1500	310	88%	1.0361
38	21%	2.0171	129	46%	1.3016	220	69%	1.1448	311	89%	1.0445
39	21%	1.9654	130	46%	1.2916	221	69%	1.1396	312	89%	1.0411
40	21%	1.9162	131	46%	1.2817	222	69%	1.1345	313	89%	1.0379
41	22%	1.9585	132	47%	1.2996	223	69%	1.1294	314	89%	1.0346
42	22%	1.9115	133	47%	1.2894	224	70%	1.1396	315	90%	1.0429
43	22%	1.8674	134	47%	1.2802	225	70%	1.1356	316	90%	1.0396
44	23%	1.9078	135	47%	1.2708	226	70%	1.1305	317	90%	1.0363
45	23%	1.8655	136	48%	1.2882	227	70%	1.1255	318	90%	1.0330
46	23%	1.8250	137	48%	1.2788	228	70%	1.1206	319	90%	1.0298
47	23%	1.7861	138	48%	1.2696	229	71%	1.1317	320	91%	1.0380
48	24%	1.8250	139	49%	1.2867	230	71%	1.1267	321	91%	1.0347
49	24%	1.7877	140	49%	1.2775	231	71%	1.1219	322	91%	1.0315
50	24%	1.7520	141	49%	1.2684	232	71%	1.1170	323	91%	1.0283
51	24%	1.7176	142	49%	1.2595	233	72%	1.1279	324	92%	1.0364
52	25%	1.7548	143	50%	1.2762	234	72%	1.1231	325	92%	1.0332
53	25%	1.7116	144	50%	1.2674	235	72%	1.1184	326	92%	1.0301
54	25%	1.6899	145	50%	1.2586	236	72%	1.1136	327	92%	1.0269
55	26%	1.7255	146	50%	1.2500	237	72%	1.1089	328	92%	1.0238
56	26%	1.6947	147	51%	1.2662	238	73%	1.1195	329	93%	1.0318
57	26%	1.6650	148	51%	1.2578	239	73%	1.1149	330	93%	1.0286
58	26%	1.6362	149	51%	1.2493	240	73%	1.1102	331	93%	1.0255
59	27%	1.6704	150	52%	1.2653	241	73%	1.1056	332	93%	1.0224
60	27%	1.6425	151	52%	1.2569	242	74%	1.1161	333	94%	1.0303
61	27%	1.6156	152	52%	1.2487	243	74%	1.1115	334	94%	1.0272
62	27%	1.5895	153	52%	1.2405	244	74%	1.1070	335	94%	1.0242
63	28%	1.6222	154	53%	1.2562	245	74%	1.1025	336	94%	1.0211
64	28%	1.5969	155	53%	1.2481	246	74%	1.0980	337	94%	1.0181
65	28%	1.5723	156	53%	1.2401	247	75%	1.1081	338	95%	1.0259
66	29%	1.6038	157	54%	1.2554	248	75%	1.1038	339	95%	1.0229
67	29%	1.5799	158	54%	1.2475	249	75%	1.0994	340	95%	1.0198
68	29%	1.5566	159	54%	1.2396	250	75%	1.0950	341	95%	1.0169
69	29%	1.5341	160	54%	1.2319	251	76%	1.1052	342	95%	1.0139
70	30%	1.5643	161	55%	1.2469	252	76%	1.1008	343	96%	1.0216
71	30%	1.5423	162	55%	1.2392	253	76%	1.0964	344	96%	1.0186
72	30%	1.5208	163	55%	1.2315	254	76%	1.0921	345	96%	1.0156
73	30%	1.5000	164	55%	1.2241	255	76%	1.0878	346	96%	1.0127
74	31%	1.5291	165	56%	1.2388	256	77%	1.0939	347	97%	1.0203
75	31%	1.5087	166	56%	1.2313	257	77%	1.0896	348	97%	1.0174
76	31%	1.4888	167	56%	1.2240	258	77%	1.0853	349	97%	1.0145
77	32%	1.5193	168	57%	1.2384	259	77%	1.0811	350	97%	1.0116
78	32%	1.4974	169	57%	1.2311	260	77%	1.0769	351	97%	1.0087
79	32%	1.4795	170	57%	1.2238	261	78%	1.0948	352	98%	1.0162
80	32%	1.4600	171	57%	1.2167	262	78%	1.0866	353	98%	1.0133
81	33%	1.4870	172	58%	1.2318	263	78%	1.0825	354	98%	1.0105
82	33%	1.4689	173	58%	1.2247	264	78%	1.0784	355	98%	1.0076
83	33%	1.4512	174	58%	1.2176	265	79%	1.0881	356	99%	1.0150
84	34%	1.4774	175	58%	1.2257	266	79%	1.0840	357	99%	1.0122
85	34%	1.4600	176	59%	1.2336	267	79%	1.0800	358	99%	1.0094
86	34%	1.4430	177	59%	1.2267	268	79%	1.0759	359	99%	1.0066
87	34%	1.4264	178	59%	1.2198	269	79%	1.0719	360	99%	1.0038
88	35%	1.4517	179	60%	1.2335	270	80%	1.0815	361	100%	1.0111
89	35%	1.4354	180	60%	1.2267	271	80%	1.0776	362	100%	1.0083
90	35%	1.4194	181	60%	1.2209	272	80%	1.0735	363	100%	1.0055
91	35%	1.4038	182	60%	1.2153	273	80%	1.0694	364	100%	1.0027
									365	100%	1.0000

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

Endorsement Effective

Policy No.

Endorsement No.

FLA005702-00

Insured

Garcia's Landscaping Maintenance, Inc. (A Corp)

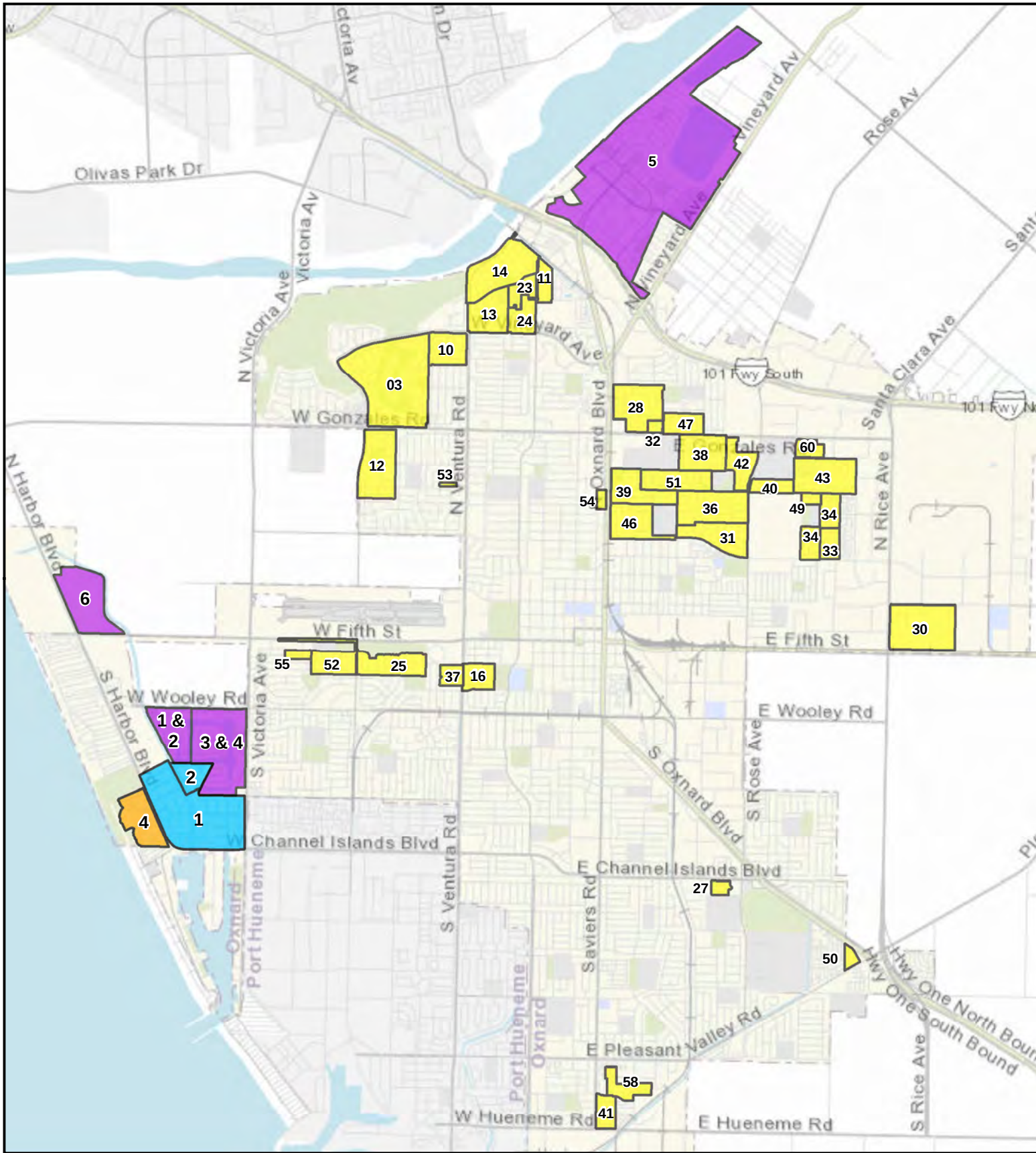
Insurance Company

Falls Lake Fire & Casualty Company

Countersigned By _____

CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM #D-1



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)



CITY OF OXNARD - SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICTS * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS

1 & 2 – Westport at Mandalay Bay	5 – Riverpark
3 & 4 – Seabridge at Mandalay Bay	6 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS

3 – Riverridge	31 - Rancho De La Rosa	43 – Greenbelt
10 – Country Club	32 – Oak Park	46 – Daily Ranch
12 – Standard Pacific	33 – El Paseo	47 – Sycamore Place
13 – Le Village	34 – Sunrise Pt/ Sunset Cove	49 – Cameron Ranch
14 – California Cove	36 – Villa Santa Cruz	50 – PV Senior Housing
16 – California Lighthouse	37 – Pacific Breeze	51 – Pfeiler
23 – Greystone	38 – Aldea Del Mar	52 – Wingfield
24 – Vineyards	39 – El Sueno Promesa	53 – Huff Court
25 – The Pointe	39 – DR Horton	54 – Meadowcrest
27 – Rose Island	40 – Cantada	55 – Wingfield West
28 – Harborside	41 – Pacific Cove	58 – Westwind
30 - Haas Automation	42 – Cantabria/Coronado	60 - Artisan

MAINTENANCE ASSESSMENT DISTRICT

4 – Mandalay Beach/Colony

WATERWAYS ASSESSMENT DISTRICTS

Zone 1 – Mandalay Bay	Zone 2 – Harbour Island
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Second Amendment to Agreement A-7971 with Garcia's Landscape Maintenance Inc. for Landscape Maintenance in Various Districts

Public Works and Transportation Committee
June 9, 2020

Jeri Cooper,
Project Manager



RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-7971 in the amount of \$343,720 for a total not to exceed amount of \$1,252,720 for landscape maintenance services in various Districts and to extend the term from June 30, 2020 to December 31, 2020.

MAP OF ASSESSMENT DISTRICTS IN CITY



Additional information can be found at: oxnard.org/city-department/publicworks

3

BACKGROUND

- April 7, 2017: Request for bid was released
- May 23, 2017: Council awarded two (2) bids: Garcia's Landscape Maintenance Inc. (Garcia's) and Kaneko Landscaping Services, Inc. (Kaneko)
- December 1, 2017: Kaneko dissolved business
- December 17, 2017: Council approved First Amendment Garcia's agreement to furnish all 36 Landscape Maintenance Districts (LMD) and 1 Maintenance Assessment District (MAD) landscape maintenance services

4

DISCUSSION

- Garcia's current agreement expires June 30, 2020
- Will release a new RFB after July 2020
- Staff will return to City Council in the Fall for approval of a new contract to be effective January 1, 2021

5

FINANCIAL IMPACT

- Total cost increase for Garcia's Second Amendment is \$343,720, which covers services from July to December
- There are sufficient funds in each respective LMD and MAD fund for these services and is allocated in the Proposed Budget for FY 2020-21

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Questions





PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: June 9, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Second Amendment to Agreement No. A-7985 with Professional Security Consultants. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute a Second Amendment to Agreement A-7985 with Professional Security Consultants in the amount of \$335,000 for a total amount not to exceed \$935,000 and to extend the term to June 30, 2021 for security patrol services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant, and the Advanced Water Purification Facility.

BACKGROUND

The Public Works Department (Public Works) is responsible for the operation of the City's Del Norte Regional Recycling and Transfer Station (Del Norte), Oxnard Wastewater Treatment Plant (OWTP), and the Advanced Water Purification Facility (AWPF), which service the City of Oxnard and the surrounding west Ventura County area. Public Works has initiated many security updates at Del Norte, the OWTP, and the AWPF, including: staff training; background checks of all new employees, improving perimeter fencing, installing area lighting, incorporating security video cameras and data recorders, installing facility access code entry locks, and initiating visitor identification protocols. In spite of implementing these security measures, Del Norte, the OWTP, and the AWPF have fallen victim to break-ins and thefts.

In response to these incidents, on July 18, 2017, the City Council approved Agreement A-7985 for \$450,000 with Professional Security Consultants for after-hours security patrol of all three facilities. On November 27, 2018, Council approved a First Amendment for an additional \$150,000 to this Agreement to add security patrol services for the Oxnard Wastewater Treatment Plant (OWTP) and the Advanced Water Purification Facility (AWPF).

DISCUSSION

As part of this Agreement, Professional Security Consultants will be responsible for providing security patrol services following after business hours, weekends, and holidays.

- Entry point control and monitoring
- Foot patrols throughout the Del Norte, OWTP, and AWPF facilities

- Monitoring of video surveillance footage
- Preparation of daily reports
- Reporting incidents to Oxnard Police, Fire and Public Works Departments

The presence of a security patrol has reduced the frequency of break-ins and thefts at Del Norte, the OWTP, and the AWPf. In addition, the Del Norte, the OWTP, and the AWPf facilities are in the process of implementing security upgrade improvements. Staff anticipates that the security upgrade will be completed within 24 months which will include new fencing and security cameras.

This Amendment with PSC will extend the agreement for another fiscal year. If needed, staff will return to City Council for approval of a new contract after a new solicitation has been bid and processed.

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

The total cost for this Amendment with Professional Security Consultants is \$335,000 for a new contract value of \$935,000 and a term date through June 30, 2021. Funding has been requested in the Fiscal Year 2020-21 Budget.

FUND – ACCOUNT	FY 2020-21 BUDGET ALLOCATION
Environmental Resources – 638-6315-842-82-09	\$160,000
Wastewater Treatment Plant – 621-6202-842-82-09	\$100,000
Advanced Water Purification Facility Fund – 601-6012-842-82-09	\$75,000
TOTAL	\$335,000

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. A-7985 (A2) - Professional Security Consultants
2. A-7985 (A1) - Professional Security Consultants
3. A-7985 - Professional Security Consultants
4. Professional Security Consultants Presentation

Agreement No. A-7985**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Professional Security Consultants ("PSC") This Second Amendment amends the Agreement entered into on July 18, 2017, by City and PSC. The Agreement previously has been amended on November 27, 2018, by a First Amendment.

City and PSC agree as follows:

1. In Section 3 of the Agreement, the date "June 30, 2020" is deleted in its entirety and replaced with the date "June 30, 2021"
2. In Section 4 of the Agreement, the first sentence is deleted and replaced with the following:

"City shall pay Vendor an amount not to exceed \$610,000 for the Services performed as described in Exhibit A during the term of this Agreement at the rates set forth in Exhibit B-1, attached hereto and included herein by this reference. City shall pay Vendor an amount not to exceed \$325,000 for the Services performed as described in Exhibit A-1 during the term of this Agreement at the rates set forth in Exhibit B-1. Services performed under Exhibit A shall be billed separately from Services performed under Exhibit A-1."
3. Exhibit B-1 is deleted and replaced with the following:

ITEM NO.	CITY SECURITY GUARD SERVICES	COST
1	Security Patrol Services, per Patrol Unit (1 guard)	\$26.47/HR
2	Guard Services, per Patrol Unit (1 guard)	\$26.47/HR
3	Holiday & Weekend Guard Services, per Patrol Unit (1 guard)	\$39.71/HR
4	Additional Security Guard Personnel	\$26.47/HR
5	Security Patrol Vehicle	\$1,122.25/MO.

4. As so amended, the Agreement remains in full force and effect.

(Signatures on next page)

Agreement No. A-7985

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD**PROFESSIONAL SECURITY CONSULTANTS**

☒ Tim Flynn, Mayor ¹	_____	Date	_____
☐ Alexander Nguyen, City Manager	_____		Moshe Alon, ²
☐ Daniel Willhite, Purchasing Manager	_____		Executive Director
☐ _____, Buyer	_____		_____
ATTEST:			Shaul Maouda, ²
			Senior Vice President

			Date

Michelle Ascencion, City Clerk (only if Mayor signs)

_____ Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required)

_____ Date

¹The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

²The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Agreement No. A-7985

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 27th day of November, 2018 by and between the City of Oxnard, a municipal corporation ("City") and Professional Security Consultants ("Vendor"). This First Amendment amends the Agreement entered into on July 18, 2017, by City and Vendor.

WHEREAS, there have been two illegal entries into the Oxnard Wastewater Treatment Plant, resulting in loss of property and concern for employee safety;

WHEREAS, the City Agreement Number A-7985 with Professional Security Consultants for after-hours, weekend/holiday security services exists;

WHEREAS, the Purchasing Agent has determined there is an immediate need for security services at the Oxnard Wastewater Treatment Facility and the Advanced Water Purification Facility; and

WHEREAS, City Code Section 4-75 provides the City Manager and the most senior available member of the City Council signatory authority, subject to ratification by the City Council, upon such finding of immediate need.

NOW, THEREFORE, the City and Vendor agree as follows:

1. In Sections 1 and 2 of the Agreement, "Exhibit A" is deleted and replaced with "Exhibits A and A-1".
2. In Section 4 of the Agreement, the first sentence is deleted in its entirety and replaced with:

"City shall pay Vendor an amount not to exceed \$450,000 for the Services performed as described in Exhibit A during the term of this Agreement at the rates set for in Exhibit B-1, attached hereto and included herein by reference. City shall pay Vendor an amount not to exceed \$150,000 for the Services performed as described in Exhibit A-1 during the term of this Agreement at the rates set forth in Exhibit B-1. Services performed under Exhibit A shall be billed separately from Services performed under Exhibit A-1."
3. Pursuant to Section 4-75 of the City of Oxnard City Code, the authority to perform work under this Amendment will automatically terminate on the date that ratification is denied, if it is.
4. As so amended, the Agreement remains in full force and effect.

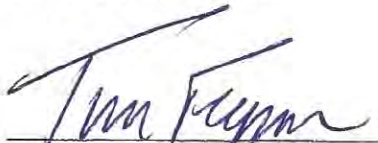
[Signatures on next page]



Agreement No. A-7985

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD


Tim Flynn, Mayor

10/25/18
Date

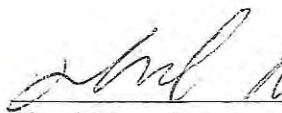
PROFESSIONAL SECURITY
CONSULTANTS


Moshe Afon, President

10/16/18
Date


Alexander Nguyen, City
Manager

10/26/2018
Date


Shaul Maouda,
Senior Vice President

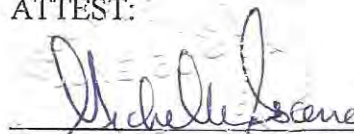
10/16/18
Date

RATIFIED:


Tim Flynn, Mayor

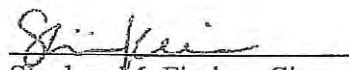
11/27/18
Date

ATTEST:


Michelle Ascension, City
Clerk (only if Mayor signs)

10/26/18
Date

APPROVED AS TO FORM:


Stephen M. Fischer, City
Attorney (always required)

10/15/18
Date

EXHIBIT A-1

SCOPE OF SERVICES

Vendor shall provide to the City the following security services for the Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility and Advanced Water Purification Facility (AWPF) located at 6001 S. Perkins Road, 5741 S. Perkins Road and 5700 S. Perkins Road, respectively. Figure 1 shows an aerial photograph of the three facilities.

Security Patrols

Vendor shall provide roving security patrol of the three (3) facilities throughout the hours noted below. Security patrols shall ensure all facilities are secure through physical inspection of facility gates and building doors. Primary responsibility is to ensure that all persons on any of the three sites are duly authorized. Security personnel shall make contact with any unknown individuals on the sites to determine proper authorization and purpose for access to facility. All areas within the fence line shall be monitored on a continuous basis for unauthorized intruders. Security personnel will not be required to enter buildings. Vendor shall immediately notify wastewater staff and City of Oxnard police of any unauthorized activities or emergencies.

The OWTP is staffed continuously, 24 hours per day, 365 days per year. Therefore, security personnel shall check in with OWTP staff upon arrival at the facility and check out at the end of each shift. Daily logs shall be submitted at the end of every shift.

The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day.

The OWTP, Headworks and AWPF are working facilities with tanks, pumps and other potentially dangerous equipment. Vendor is not to enter any building, tank or other facility without prior written authorization or escort from OWTP staff.

After-Hours Security

Security hours are as follows:

Monday through Sunday (12 hours)

6:00 p.m. – 6:00 a.m.

Vendor shall provide a qualified security person and appropriately marked security vehicle during the hours of operation for the purpose of physically monitoring activity throughout the three sites noted above.

Vendor Responsibilities

1. Vendor shall maintain a daily log noting any events, observations or unauthorized entry on the facility grounds.

2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
6. City reserves the right to reject Vendor employees from this project with or without cause.

**EXHIBIT B-1
SCHEDULE OF FEES**

ITEM NO.	CITY SECURITY GUARD SERVICES	Cost
1	Security Patrol Services, per Patrol Unit (1 guard)	\$ 24.62/HR
2	Guard Services, per Patrol Unit (1 guard)	\$ 24.62/HR
3	Holiday Weekend Guard Services, per Patrol Unit (1 guard)	\$ 36.93/HR
4	Additional security guard personnel	\$ 24.62/HR
5	Security Patrol Vehicle	\$1,122.22/MO

Agreement No. A-7985

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/16)**

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 18th day of July, 2017, by and between the City of Oxnard ("City") and Professional Security Consultants ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide security services as set forth in **Exhibit A**, attached hereto and included herein by reference (the "**Services**"), for the Environmental Resources Division facility at Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030.
2. Vendor shall provide the Services during the term of this Agreement to the following schedules set forth in Exhibit A. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.
3. This Agreement shall begin on July 1, 2017, and shall end on June 30, 2020. 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 \$450,000 for the Services performed during the term of this Agreement at the rates set forth in **Exhibit B**, attached hereto and included herein by 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**. Until June 30, 2017, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement; thereafter, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1,



Agreement No. A-7985

2018, 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

Agreement No. A-7985

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-A**, 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-A**.

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.

Agreement No. A-7985

13. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard – Environmental Resources Division, 111 South Del Norte Boulevard, Oxnard, California 93031 Attention: Todd Vasquez-Housley, Project Manager. Any notices to Vendor may be delivered personally or by mail addressed to: Professional Security Consultants, 11454 San Vicente Boulevard, Los Angeles, California 90049 Attention: Juan Zuniga, Project Manager.

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. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on next page]

Agreement No. A-7985

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Tim Flynn
Tim Flynn, Mayor

7/18/17
Date

VENDOR

Moshe Alon
Moshe Alon, President

6/26/2017
Date

ATTEST:

Michelle Ascencion
Michelle Ascencion, City Clerk

7/18/17
Date

Shaul Maouda
Shaul Maouda,
Senior Vice President

6-26-17
Date

APPROVED AS TO FORM:

Stephen M. Fischer
Stephen M. Fischer, City Attorney

7/5/17
Date

APPROVED AS TO CONTENT:

Daniel Rydberg
Daniel Rydberg,
Public Works Director

For D.R. 7-6-17
Date

Todd Vasquez-Housley
Todd Vasquez-Housley,
Project Manager

6-27-17
Date

Ruth Osuna
Ruth Osuna,
Assistant City Manager

7/18/17
Date

APPROVED AS TO AMOUNT:

Greg Nyhoff
Greg Nyhoff, City Manager

7-19-17
Date

APPROVED AS TO INSURANCE:

Mike More
Mike More, Risk Manager

7/18/17
Date

EXHIBIT A SCOPE OF SERVICES

Vendor shall provide to City the following security services for the Del Norte Regional Recycling and Transfer Station, also known as the Materials Recovery Facility (MRF), which is located at 111 Del Norte Boulevard:

Security Patrols

Vendor security patrols will include visual inspections of the MRF to include physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to facility. Vendor shall perform regular visual inspection of the MRF, including parking lots, recyclables storage areas, supply storage areas, container storage and staging areas. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Regularly enter MRF facility to inspect piles of solid waste, recyclables and green waste for signs of spontaneous combustion. Contact emergency services as needed.

After-Hours Security

Security hours are as follows:

Monday through Friday (13.5 hours)

12:00 a.m. – 5:00 a.m.

4:30 p.m. – 11:59 p.m.

Saturday (17 hours)

12:00 a.m. – 5:00 a.m.

12:00 p.m. – 11:59 p.m.

Sunday and Holidays (24 hours)

12:00 a.m. – 11:59 p.m.

Vendor shall provide security services to the entire MRF, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Vendor Responsibilities:

1. Vendor shall maintain a daily post log noting exceptional events and observations and provide copies to City.
2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
6. City reserves the right to reject Vendor employees from this project with or without cause.

Regulations:

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Environmental Resources Division Manager or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or may readily be mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

- (a) No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
- (b) No patrol person shall wear or be required to wear a uniform shirt that is similar to, or may be mistaken for the uniform shirt of local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown), or a similar color or hue.
- (c) When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "private security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "PRIVATE SECURITY".

Vehicles

- (a) Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official

public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.

(b) The Private Patrol Operator license number, prefaced with the letters "PPO", will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.

(c) Any vehicle used for private patrol use must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.

(d) Any required vehicle lettering pursuant to this section shall:

1. Consist of a standard sans-serif font with characters no smaller than two inches in height.
2. The lettering must be in a high contrast color with the background color where affixed.

Reports of Violations of Laws:

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

EXHIBIT B
SCHEDULE OF FEES

ITEM NO.	CITY SECURITY GUARD SERVICES	Cost Per Hour
1	Security Patrol Services, per Patrol Unit (1 guard)	\$ 24.62
2	Guard Services, per Patrol Unit (1 guard)	\$ 24.62
3	Holiday Weekend Guard Services, per Patrol Unit (1 guard)	\$ 36.93
4	Additional security guard personnel	\$ 24.62

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.

Agreement No. A-7985

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 A. Until June 30, 2017, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement; thereafter, Vendor shall pay such employee no less than \$15.51 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, 2017**

17. 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. Until June 30, 2017, Vendor shall pay such employee no less than **\$15.14 per hour** for each hour that such employee provides services under this Agreement; thereafter, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index,** all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

Exhibit INS-A

**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 SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER 1. Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

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

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

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____

Date Signed _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2017

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

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

PRODUCER Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309	CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company <i>HH XV</i></td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company <i>HH XV</i>	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Professional Security Consultants, Inc. 11454 San Vicente, 2nd Floor Los Angeles CA 90049															

COVERAGES

CERTIFICATE NUMBER: 36197527

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Incl Prof. Liab & Terrorism ☒ \$50,000 Retention GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☒		PHPK1568088	10/22/2016	10/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB560998	10/22/2016	10/22/2017	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

GL Blanket Additional Insured applies per PIGLDSG1013 attached, only if required by written contract.
 GL Primary Wording applies per PIGL0050712 attached. Cancellation Clause applies per IL02700912 attached. Re: Operations of the Named Insured.
 Additional Insured(s): City of Oxnard, its City Council, Officers, Employees, Agents and Volunteers.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
 Attn: Risk Manager
 300 W. Third Street Suite 302
 Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

Cheryl Feia

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ACORD 25 (2016/03)

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PHPK1568088

PI-GLD-SG (10/13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
SECURITY SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Watercraft	Used in Security Services only	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	2
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payments – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employees	\$15,000	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	3
Additional Insured – Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Blanket Additional Insureds by Contract	Included	4
Limited Rental Lease Agreement Contractual Liability	\$50,000	5
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	6
Liberalization	Included	6
Bodily Injury – Mental Anguish	Included	6
Assault and Battery Coverage with Extended Property Damage	Included	6
Errors and Omissions Coverage	Included	7
Incidental Medical Malpractice	Included	9

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A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**;
 - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6.; and
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**.
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. **Aircraft, Auto Or Watercraft** does not apply to security services performed on or about watercraft.

C. Medical Payments – Limit Increased, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1, **Insuring Agreement**, Paragraph a., Item (b) is amended to read:

provided that:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

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D. Supplementary Payments

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, Items 1.b. and 1.d. are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Employee Indemnification Defense Coverage

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$15,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

F. Who is an Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period;
2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Managers and Supervisors** – If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

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- d. Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- e. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

- (b) The construction, erection, or removal of elevators; or

- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- f. Blanket Additional Insureds by Contract** – Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

- (1) "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) "Bodily injury" or "property damage" occurring after:
- (a) 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
 - (b) 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.

G. Limited Rental Lease Agreement Contractual Liability

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph b. Contractual Liability:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

H. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. Transfer of Rights of Recovery Against Others To Us:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

I. Duties in the Event of Occurrence, Offense, Claim or Suit

1. When you report an "occurrence" (coverage for which is provided by this policy) to your compensation insurance carrier, and this "occurrence" later develops into a liability claim, failure to report such "occurrence" to us at the time of such "occurrence" shall not be deemed in violation of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit.

This is upon the distinct understanding and agreement however, that you, the insured, as soon as made aware that this particular "occurrence" is a liability case, rather than a compensation case shall give us notification immediately.

2. The requirement in Condition 2.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:

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- a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.
3. The requirement in Condition 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
- a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.

J. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

K. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

L. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

"Bodily injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

M. Assault and Battery with Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

- a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to:

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- (1) "Bodily injury" or "property damage" resulting from the use of physical force to protect persons or property; or
- (2) Allegations of vicarious liability on the part of a Named Insured arising solely from the acts of your "employees." However, acts of your "employees" shall not include theft.

N. Errors and Omissions Coverage

1. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended by adding the following:

ERRORS AND OMISSIONS

This insurance applies to negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

2. **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is amended by adding the following:

ERRORS AND OMISSIONS

The insurance that applies to "personal injury" includes negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

3. **SECTION I – COVERAGES** is amended by adding the following:

COVERAGE D – ERRORS AND OMISSIONS LIABILITY

a. Insuring Agreement

- (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of errors or omissions committed by you relating to your services described in the Declarations. However, we will have no duty to defend the insured against any "suit" seeking damages for errors or omissions committed by the insured to which the insurance does not apply. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any claim or "suit" that may result. But:

- (a) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

- (b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, or D, or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**.

- (2) This insurance applies only if the error or omission occurs during the policy period.

b. Exclusions

This insurance does not apply to:

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- (1) "Bodily injury" or "property damage";
 - (2) "Personal and advertising injury";
 - (3) Intentional injury, nor injury arising out of willful violation of a penal statute or ordinance, committed by or with the knowledge or consent of the insured;
 - (4) Any claim seeking relief or redress in any form other than monetary damages;
 - (5) Any claim arising out of any insured's activities, or as a fiduciary, under the Employment Retirement Income Security Act of 1974, any amendments or any regulation or order issued thereto;
 - (6) Any claim arising from warranties or guarantees made by any insured;
 - (7) Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages:
 - (a) That the insured would have in the absence of the contract or agreement; or
 - (b) Assumed in a contract or agreement that is an insured contract;
 - (8) Liability arising from any fraudulent, dishonest, or criminal act of any insured;
 - (9) Liability arising from a claim made by a parent or subsidiary organization of the insured or another subsidiary organization of such parent or other subsidiary, nor any officer, director or "employee" of any of the above; and
 - (10) Any claim alleging, arising out of, resulting from, based upon or in consequence of, directly or indirectly, any employment practices or any discrimination against any person or entity on any basis; additionally, any actual or alleged violation of the Fair Labor Standards Act or any similar law or regulation applicable to the payment of wages or overtime.
 - (11) Liability arising directly or indirectly out of any action, error or omission that violates or is alleged to violate:
 - (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- c. **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to read
SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D

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d. **SECTION III – LIMITS OF INSURANCE** is amended as follows:

(1) Item 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under Coverage B; and
- d. Damages under Coverage D.

(2) Item 5. is replaced by the following:

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C,
because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and
- c. Damages under Coverage D.

e. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance** is amended as follows:

(1) The first paragraph is replaced by the following:

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

(2) Paragraph b. **Excess Insurance**, Item (2) is replaced by the following:

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

O. Incidental Medical Malpractice

We will pay for injury arising out of the rendering of or failure to render the following treatment or services by an "employee" for an accident occurring during the policy period:

- 1. First aid treatment including cardiopulmonary resuscitation (CPR); and

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2. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in 1. and 2. above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name of Person or Organization (Additional Insured):

Effective Date: 10/22/2016

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the **Cancellation Common Policy Condition** are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.

- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
- Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - Continuation of the policy coverage would:
 - Place us in violation of California law or the laws of the state where we are domiciled; or
 - Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the **Cancellation Common Policy Condition**:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
 - We may not cancel this policy solely because the first Named Insured has:
 - Accepted an offer of earthquake coverage; or
 - Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



CERTIFICATE OF LIABILITY INSURANCE

ITEM #D-3

DATE (MM/DD/YYYY)

7/17/2017

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

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

PRODUCER RMA Insurance Services, Inc.
444 W. Ocean Blvd., Ste 1250
Long Beach, CA 90802

CONTACT NAME:
PHONE (A/C, No, Ext): 562-472-2846 FAX (A/C, No): 562-435-7886
E-MAIL: jhyams@riskmgmtadvisors.com
ADDRESS:

www.riskmgmtadvisors.com

INSURED Professional Security Consultants, Inc.
11454 San Vicente, 2nd Floor
Los Angeles CA 90049

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Alon Insurance Company, Inc.
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 36709134

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ DIC Reimbursement Policy GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ALNXX-GLDDXX-16-112	12/1/2016	12/1/2017	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Per Loss Limit \$ 50,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard

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

AUTHORIZED REPRESENTATIVE

R. Wesley Sierk III

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PROFSEC-01

HBCT19

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 06/16/2017

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

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

PRODUCER License # 0564249 Heffernan Insurance Brokers 18004 Sky Park Circle, Suite 210 Irvine, CA 92614	CONTACT NAME: Jorge Aguilar PHONE (A/C, No, Ext): (213) 785-6914 56914 FAX (A/C, No): (213) 623-1388 E-MAIL ADDRESS: JorgeA@heffins.com																					
INSURED Professional Security Consultants, Inc. 11454 San Vicente Blvd. Los Angeles, CA 90049	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Wesco Insurance Company</td><td>25011</td></tr> <tr> <td>INSURER B :</td><td>ACE American Insurance Company</td><td>22667</td></tr> <tr> <td>INSURER C :</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 :	Wesco Insurance Company	25011	INSURER B :	ACE American Insurance Company	22667	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		WPP115144201	01/30/2017	01/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C49111964	01/30/2017	01/30/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: As Per Contract or Agreement on File with Insured. City of Oxnard, its City Council, officers, employees, agents and volunteers are included as an additional Insured (primary and non-contributory) on Automobile Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on Workers Compensation policy per the attached endorsement, if required. Cancellation endorsements have been requested for the Automobile Liability and Workers Compensation policies from the insurance companies and if approved will be forwarded when received. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER

CANCELLATION

 City of Oxnard
 Attn: Risk Manager
 300 W. Third Street, Suite 302
 Oxnard, CA 93030

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

 AUTHORIZED REPRESENTATIVE

Policy No. WPP11544201

COMMERCIAL AUTO
CA990187 10 13**This Endorsement Changes The Policy. Please Read It Carefully****BUSINESS AUTO COVERAGE EXPANSION
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Newly Acquired or Formed**Organizations, Employee Hired Car Liability and Blanket Additional Named Insured Status for Certain Entities.**Item 1. Who is an Insured of Paragraph A. Coverage under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

- (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
- (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented

under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respects to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. Coverage under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2. **Towing**, of Paragraph A. Coverage, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for "autos" other than private passenger types is \$250;
- b. The limit for "autos" of the private passenger type is as shown in the Declarations;
- c. No deductible applies to this coverage.

E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart a. **Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:**

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. **Coverage Extensions of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:**

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" and Rental Reimbursement Coverage

Item 4. **Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:**

"Downtime Loss" and Rental Reimbursement Coverage

We will pay any resulting "downtime loss" and rental reimbursement expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a combined maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" and rental reimbursement beginning on the 6th day after:
 - (1) We have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs; or
 - (2) Coverage for "downtime loss" and rental reimbursement expenses will end when any of the following occur:
 - (a) You have a spare or reserve "auto" available to you to continue our operations.
 - (b) You purchase a replacement "auto".
 - (c) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (d) You reach the 30 day maximum coverage.

I. "Personal Effects" Exclusion

Paragraph B. **Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:**

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.
- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

J. Accidental Airbag Discharge Coverage

Item 3.a. of Paragraph B. Exclusions under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

K. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

- (4) Security deposits not refunded by the lessor; and
- (5) Carry-over balances from previous loans or leases

L. Aggregate Deductible

Paragraph D. Deductible under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

M. Diminishing Deductible

Paragraph D. Deductible under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declaration's page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

N. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partner-ship;
- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

O. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. **Transfer Of Rights Of Recovery Against Others To Us** of Paragraph A. **Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage From has rights to recover damages from another, those right are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

P. Insurance is Primary and Noncontributory

Subpart a. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance.

Q. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure To Disclose Hazards

Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

S. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Tractor" means a truck with a gross vehicle weight in excess of 45,000 pounds.

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net income (Net profit of loss before income taxes that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, **Headings and Titles** are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

Workers' Compensation and Employers' Liability Policy

Named Insured PROFESSIONAL SECURITY CONSULTANTS 11454 SAN VICENTE BLVD #2 LOS ANGELES CA 90049	Endorsement Number
Policy Period 01-30-2017 TO 01-30-2018	Policy Number Symbol: WLR Number: C49111964 Effective Date of Endorsement 1-30-2017
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.	

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 any one not named in the Schedule.

Schedule

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.

For the states of CA, UT, TX, refer to state specific endorsements.
 This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

Second Amendment to Agreement No. A-7985 with Professional Security Consultants

Public Works and Transportation Committee
June 9, 2020

Todd Vasquez-Housley
Environmental Resources Division Manager



RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute a Second Amendment to Agreement A-7985 with Professional Security Consultants in the amount of \$335,000 for a total amount not to exceed \$935,000 and to extend the term to June 30, 2021 for security patrol services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant, and the Advanced Water Purification Facility.

BACKGROUND

- 2017 Professional Security Consultants was hired to provide security patrol services at the Del Norte Regional Recycling and Transfer Station (Del Norte)
- 2018 security patrol services expanded to Oxnard Wastewater Treatment Plant (OWTP), and the Advanced Water Purification Facility (AWPF)



DISCUSSION

- Second amendment services include:
 - Entry point control and monitoring
 - Foot patrols throughout the Del Norte, OWTP, and AWPF facilities
 - Monitoring of video surveillance footage
 - Preparation of daily reports
 - Reporting incidents to Oxnard Police, Fire, and Public Works Departments
- Observed less break-ins and thefts at Del Norte, the OWTP, and the AWPF

DISCUSSION

- Del Norte, the OWTP, and the AWPf facilities are in the process of implementing security upgrade improvements
 - Will include new fencing and security cameras
- This agreement with PSC will extend the contract for another fiscal year
- If needed, staff will return to City Council for approval of a new contract for the following fiscal year

FINANCIAL IMPACT

- Total cost of amendment is \$335,000; new total contract value of \$935,000 and a term date through June 30, 2021
- Funding has been requested in the Fiscal Year 2020-21 Budget

FUND – ACCOUNT	FY 2020-21 SPENDING PLAN
Environmental Resources – 638-6315-842-82-09	\$160,000
Wastewater Treatment Plant – 621-6202-842-82-09	\$100,000
Advanced Water Purification Facility Fund – 601-6012-842-82-09	\$75,000
TOTAL	\$335,000

QUESTIONS?





**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.4**

DATE: June 9, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Purchase Order with Famcon Pipe & Supply for Infrastructure Parts and Supplies. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a Purchase Order with Famcon Pipe & Supply, Inc. for infrastructure parts and supplies in the amount of \$210,000 for a one-year term with the option of two additional one-year terms, for a total amount not to exceed \$630,000.

BACKGROUND

The City's Water Division (Water) maintains approximately 504 miles of water mains and 5,787 fire hydrants. Hardware, parts and supplies such as pipes, valves, valve boxes, and meter boxes are required for regular preventative maintenance programs or emergency repair. Adequate repair parts and supplies ensure uninterrupted operation and maintenance of the City's water infrastructure.

DISCUSSION

The Water Infrastructure Parts and Supplies PW20-44 Request for Bid (RFB) was published January 17, 2020 and closed February 10, 2020. The City did not receive any responses. A revised RFB was published March 5, 2020 and closed March 19, 2020. Famcon Pipe & Supply, Inc. (Famcon) was the only responsive bidder and has therefore been selected. If there is any interest from other competitors during the next year, staff will review and issue a new RFB before extending the terms with Famcon.

Famcon's Oxnard location means close and reliable access to critical parts and supplies. Famcon's past service to the City has been timely and efficient. In addition to regular office hours, Famcon staff and facilities can be available during off hours, such as evenings and weekends, and for urgent and emergency needs.

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

The total cost for this Purchase Order with Famcon will not exceed \$630,000 through June 30, 2023. The annual spending plan of \$210,000 will commence in Fiscal Year 2020-21. If extended after the first fiscal year, funding of \$210,000 will be requested in Fiscal Years 2021-22 and 2022-23 respectively. The funds will be included and requested in the Water Operating Fund 601 Budget (account 601-6010-843-81-04).

Famcon Pipe & Supply, Inc. Purchase Order			
FY 2020-21	FY 2021-22	FY 2022-23	TOTAL
\$210,000	\$210,000	\$210,000	\$630,000

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Famcon Pipe and Supply Inc. Bid
2. Famcon Powerpoint



City of Oxnard
Request for Bid
PW20-44R
Water Infrastructure Parts and Supplies
Bid Close Date: (March 19, 2020)
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
<https://www.oxnard.org/>
Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

PREPARATION OF BID

1.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications.** Failure to do so may cause rejection of the bid.

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

1.4 The bid must be submitted by an authorized agent of the submitting entity.

1.5 Term of Agreement:

It is the intent of the City to issue a non-exclusive agreement for a one (1) year term with pricing locked in for this term, with the option if agreed upon by both parties for two additional one-year periods.

1.6 Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: FAMCON PIPE AND SUPPLY INC. (CORPORATION)

B. Company overview and disclosure of services or activities performed, including:

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. **BIDDER'S RESPONSE:** STEVE PENZA--NONE

ii. **BIDDER'S RESPONSE:** DON ISLEY, DOUG HAMPTON

iii. **BIDDER'S RESPONSE:** 35 YEARS

iv. **BIDDER'S RESPONSE:** 200 LAMBERT ST., OXNARD, CA 93036

- C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

- D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: N/A

- E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: STEVE PENZA

F. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i.	BIDDER'S RESPONSE:	DON ISLEY –WATERWORKS MANAGER
ii.	BIDDER'S RESPONSE:	SALES
iii.	BIDDER'S RESPONSE:	40 YEARS IN THIS INDUSTRY
iv.	BIDDER'S RESPONSE:	N/A
v.	BIDDER'S RESPONSE:	N/A
vi.	BIDDER'S RESPONSE:	N/A
vii.		

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

DESCRIPTION OF EQUIPMENT

2.0 The specifications provides for (Water Infrastructure Parts and Supplies) in the anticipated amounts as indicated.

- Water Infrastructure Parts and Supplies

For parts not on the attached list, can vendor please provide a City Discount.

Please provide discount percentage 20 %?

**ATTACHMENT A
BID DOCUMENTS
FOR
(Water Infrastructure Parts and Supplies)**

Please see attached below.



The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date
	NONE		

() Check here if "NO Bid".

() Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature Don Isley Date 3-18-20

Printed Name & Title Don Isley Waterworks Manager

Business Name Famcon Pipe + Supply Inc

Business Address 200 Lambert St.
Oxnard CA 93036

Telephone No. 805-485-4350 Email doni@famconpipe.com

Federal Taxpayer Identification No. 77-0073760

ATTACHMENT B
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Donald Isley
depose and say that I am Water works Manager
("Sole Owner", "A Partner", "President", or other proper title)
of Famcon Pipe + Supply Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
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 indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Donald C. Isley
Signature
3-18-20
Date

Attachment C

Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name:

N/A

Physical Address:

Phone:

E-Mail:

Length of time at this location:

Number of Company Employees at this address:

If less than 36 months, list previous City of Oxnard location:

Business License

Hours of Operation:

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official

Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

Purchase Order with Famcon Pipe & Supply, Inc. for Infrastructure Parts and Supplies

Public Works and Transportation Committee
June 9, 2020

Thien Ng
Assistant Public Works Director



RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a Purchase Order with Famcon Pipe & Supply, Inc. for infrastructure parts and supplies in the amount of \$210,000 for a one-year term with the option of two additional one-year terms, for a total amount not to exceed \$630,000.

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- Water Infrastructure Parts and Supplies PW20-44 Request for Bid (RFB) published January 17, 2020, closed February 10, 2020. No responses received.
- Revised RFB published March 5, 2020, closed March 19, 2020. Famcon Pipe & Supply, Inc. (Famcon) only responsive bidder
- If there is any interest from other competitors during the next year, staff will review and issue a new RFB before extending the terms with Famcon

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DISCUSSION

- Famcon's Oxnard location means close and reliable access to critical parts and supplies
- Famcon staff and facilities available during off hours, such as evenings and weekends, and for urgent and emergency needs

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FINANCIAL IMPACT

- Total cost for Purchase Order with Famcon will not exceed \$630,000 through June 30, 2023
- Annual cost of \$210,000 commences in Fiscal Year 2020-21
- Funds will be included in Water Operating Fund 601 Budget (account 601-6010-843-8104) and requested in future fiscal years

Famcon Pipe & Supply, Inc. Purchase Order			
FY 2020-21	FY 2021-22	FY 2022-23	TOTAL
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