Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
*OXNARD FINANCING AUTHORITY
*OXNARD HOUSING AUTHORITY

SPECIAL MEETING

City Council Chambers, 305 West Third Street, Oxnard

July 30, 2013

6:00 P.M –Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – 6:00 P.M. (Please see page 6 for a description of closed session items)

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Community Relations Commission Community Awards

F. PUBLIC COMMENT (30 Minutes)

At a special meeting, a person may address the legislative body only on matters appearing on the agenda. The presiding officer will limit public comments to three minutes per speaker. Public comments will be considered at the time of consideration of the agenda item.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

City Manager Department

1. SUBJECT: Joint Use Agreement between the City of Oxnard and the Rio School District. (001)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a Joint Use Agreement for the Construction, Operation and Use of the East Village Park and a Ground Lease with the Rio School District for the Joint Use of a Park Site in the Northeast Community Specific Plan; 2) Approve the appropriation of Measure O funds in the amount of $2,674,000 and Quimby Fees in the amount of $675,775 per the attached Special Budget Appropriation; and 3) Authorize the use of Measure O funds for future annual maintenance costs of $120,000.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

Finance Department

2. SUBJECT: Community Facilities District No. 3 (Seabridge) Bond Refunding. (045)
RECOMMENDATION: Adopt a resolution authorizing the issuance and delivery of not more than $32 million in principal amount of Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds, and approving certain documents and authorizing certain actions in connection therewith.
Legislative Body: CC Contact: Michael More Phone: 385-7480

3. SUBJECT: Extension of Letters of Credit with Union Bank. (127)
RECOMMENDATION: Approve and authorize the Chief Financial Officer to sign extension agreements for three letters of credit with Union Bank.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

L. PUBLIC COMMENTS ON REPORTS

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

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report.
Legislative Body: CC/SA Contact: Karen Burnham Phone: 385-7430

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

1. SUBJECT: Correspondence from the Mayor. (Mayor Flynn) (129)

2. SUBJECT: Management, Operation and Maintenance of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility). (131)
   RECOMMENDATION: 1) Approve and direct staff to discontinue the Del Norte-Request for Proposal (RFP) for a contractor to manage, operate and maintain the Del Norte Facility; and 2) Provide direction to staff for the future operations of the Del Norte Regional Recycling and Transfer Station.
   Legislative Body: CC Contact: Todd Housley Phone: 385-7957

3. SUBJECT: Verbal Update on the Status of the Oxnard Public Access Channel Memorandum of Understanding.
   RECOMMENDATION: Receive the report and provide direction.
   Legislative Body: CC Contact: Christina Aerenlund Phone: 385-7593

O. STUDY SESSION

1. SUBJECT: Review the Campus Park Master Plan.
   RECOMMENDATION: Receive the verbal report and provide direction to staff.
   Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

P. PUBLIC COMMENTS ON STUDY SESSION

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

Q. REVIEW OF INFORMATION/CONSENT AGENDA

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (133)
   RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.
   Legislative Body: CC Contact: Karen Burnham Phone: 385-7430

2. SUBJECT: First Amendment to Agreement with Genuine Parts Company for On-Site Fleet Parts Program. (137)
RECOMMENDATION: Approve and authorize the Mayor to execute the First Amendment to the Agreement with Genuine Parts Company DBA NAPA Auto Parts (6212-13-CM) for an estimated amount of $315,000, based on required staffing levels and historic parts and tires usage, for an estimated total contract amount of $630,000, for vendor to provide on-site repair parts and tires to City from September 1, 2013, to October 31, 2013.
Legislative Body: CC Contact: Bill Birch Phone: 385-8080

3. SUBJECT: Appropriation of Funds for Asbestos Abatement and Building Rehabilitation. (141)
RECOMMENDATION: Approve appropriation of $85,000 from Facilities Maintenance Fund for asbestos abatement and building rehabilitation at 305 West Third Street.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

Development Services Department

4. SUBJECT: Special Budget Appropriation for Traffic & Trip Demand Management Plan. (143)
RECOMMENDATION: Approve a special budget appropriation recognizing federal revenue and appropriating $132,795 to "Traffic/Trip Demand Management Plan" to implement policies of the *2030 General Plan*.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

5. SUBJECT: Project Specification No. GS09-18 for Oxnard Boulevard Bicycle and Pedestrian Facility. (147)
RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. GS09-18 to construct a bicycle and pedestrian path east of Oxnard Boulevard and south of Gonzales Road, adjacent to the future Sports Park.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

6. SUBJECT: Second Reading of Ordinance No. 2871, Adding Division 3 of Article III of Chapter 19 to the Oxnard Code Concerning Use of City Streets by Overweight Vehicles. (149)
RECOMMENDATION: Second reading and adoption.
Legislative Body: CC Contact: Jason Samonte Phone: 385-7872

Public Works Department

7. SUBJECT: Third Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Recycled Water Retrofit Project. (157)
RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. (A-7338) to increase the total by $202,496 for a total contract value of $4,698,524.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

8. SUBJECT: Project Specification PW13-15 Localized Pavement Maintenance Project (2013). (163)
RECOMMENDATION: Approve Project Specification No. PW13-15 Localized Pavement Maintenance Project (2013) and authorize staff to solicit bids.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

9. SUBJECT: Agreement with Aqua-Tech Services, Inc. for Water Backflow Prevention Assemblies Testing and Maintenance. (165)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Aqua-Tech Services, Inc. (A-7606) for an amount not to exceed $285,000 for three years of water backflow prevention assemblies testing and maintenance.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

10. SUBJECT: Agreement with Commercial Cleaning Systems for Custodial Services at Water Resources Facilities. (185)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Commercial Cleaning Systems (A-7600) for an amount not to exceed $385,000 for three years of custodial services at Water Resources Division facilities.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

11. SUBJECT: Agreement with Penfield & Smith to Provide Construction Management Services for the Hueneme Road and Ventura Boulevard Resurfacing Projects. (211)
RECOMMENDATION: Approve and authorize the Mayor to execute a one-year agreement with Penfield & Smith (A-7605) in an amount not to exceed $510,652, to provide construction management services for the Hueneme Road and the Ventura Boulevard Resurfacing Projects.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

12. SUBJECT: Project Specification PW13-05 Alleyways Reconstruction Project. (235)
RECOMMENDATION: Approve Project Specification No. PW13-05 for the design and reconstruction of the alleyways of Alley West of Terrace Avenue, Alley East of Samuel Avenue, Alley South of Hill Road, and Alley West of Saviers Road and authorize staff to solicit bids.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

13. SUBJECT: Special Budget Appropriation for GREAT Phase I - Recycled Water Projects. (239)
RECOMMENDATION: Approve a special budget appropriation to reflect current project priorities and establish new accounts to improve financial management of the various projects in the GREAT program.
Legislative Body: CC Contact: Grant Dunne Phone: 340-8365

14. SUBJECT: Second Amendment to Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater. (243)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to the Agreement with Channel Islands Beach Community Services District (A-6680) for Transportation and Treatment of Wastewater.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

Recreation and Community Services Department

15. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2013-2014. (279)
RECOMMENDATION: 1) Authorize the Interim City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments for the use of grant funds; and 2) Approve a special budget appropriation to recognize grant awards in the amount of $19,835 for amendment #2 and $60,896 for amendment #3 and program donations for the FY 2013-2014 Senior Nutrition Program.
Legislative Body: CC Contact: Greg Barnes Phone: 385-8019

C. CLOSED SESSION - (Continued from page 1)

1. **CONFERENCE WITH LABOR NEGOTIATORS.**
CC **Agency designated representatives:** Karen Burnham, Interim City Manager; Michelle Tellez, Human Resources Director.
Employee organization: Service Employees International Union (SEIU), Local No. 721.

The Interim City Manager and the Human Resources Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Labor Negotiators. The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to negotiators.

CONFERENCE WITH LABOR NEGOTIATOR.
CC Instructions to the City's negotiator Michelle Téllez, Director of Human Resources and the City's labor attorney, Jeffrey C.Freedman, regarding the voluntary recognition request from Oxnard Mid-Managers' Association and other matters within the scope of requested representation.

The Director of Human Resources and the City's labor attorney requested that these items be discussed in closed session under the Brown Act exception of Conference with Labor Negotiator. The purpose of the closed session is for the City Council to review the status of the Mid-Managers' Association's petition for voluntary recognition and to provide instructions to the City's negotiator and the City's labor attorney.

2. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**
CC (Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code)
Name of case: **United States, et al., ex rel. Hendrix v. J-M Manufacturing Company, Inc., et al.**, United States District Court for the Central District of California, Case No. ED CV 06-00055-GW.

The Interim Public Works Director and the Acting City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

T. ADJOURNMENT

CITY OF
OXNARD
CALIFORNIA

Meeting Date: July 30, 2013

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). ______	■ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other

Prepared By: Michael Henderson MH Agenda Item No. K-1

Reviewed By: City Manager City Attorney RT Finance JC Other *(Specify)*

DATE: June 28, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent MH

SUBJECT: **Joint Use Agreement between the City of Oxnard and the Rio School District**

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute a Joint Use Agreement for the Construction, Operation and Use of the East Village Park and a Ground Lease with the Rio School District for the Joint Use of a Park Site in the Northeast Community Specific Plan.

2. Approve the appropriation of Measure O funds in the amount of $2,674,000 and Quimby Fees in the amount of $675,775 per the attached Special Budget Appropriation.

3. Authorize the use of Measure O funds for future annual maintenance costs of $120,000.

DISCUSSION

In 1996 the City of Oxnard entered into the Joint Use School/Park Lease Agreement for the Acquisition, Maintenance, Operation and Use of the Rio Rosales Elementary School and East Village Park. This agreement was amended in July of 2000 and again in May of 2002. Under the current agreement the City of Oxnard is responsible for the construction of the park and the School District is responsible for all park maintenance. The southern one-half of the park (approximately 3 acres) will be opened to the public at all times and the northern one-half of the park (approximately 3 acres) will be opened to the public when school is not in session. The northern one-half of the park serves as the Rio Rosales Elementary School playground when school is in session. However, the School District, like many school districts across the state, does not have the funding necessary to properly maintain this 6 acre park/school playfield site.

Therefore, in order to move forward with the park construction, operation and maintenance it is recommended that the City enter into a completely new Joint Use Agreement with the Rio School District that would provide a level of park maintenance that allows and encourages community activities for our "joint" residents.

The framework for the new Joint Use Park Agreement is as follows:

1. City agrees to construct the 6 acre park
2. City agrees to maintain the 6 acre park (instead of Rio School District)
3. City agrees to lease, at no cost to Rio School District, the northerly ½ of the 6 acre park to Rio School District to use as a school play field for 55 years, but only as long as the adjacent school site is used as a school

To fairly compensate the City for taking on the obligation to maintain the park

4. City is relieved of its obligation to pay for ½ the cost of designing and constructing restrooms adjacent to Rio Rosales School
5. Rio School District (RSD) forgives payment from the City for ½ the cost of designing and constructing restrooms adjacent to Rio Rosales School (approximately $204,000)
6. RSD deeds a 15' strip of land (11,614 sf) between the school site and the park to the City to incorporate into the park
7. RSD will pay for water and utilities at the normal city rates (approximately $18,000/year)
8. RSD will pay for 50% of the cost to install and repair the fence and gates around the northern ½ of the 3 acre park (approximately $35,000 for RSD)
9. RSD will lease to the City for 55 years, at no cost to the City, the 1.17 acres of land adjacent to the fire station on Turnout Lane.
10. RSD agrees to donate the snack bar equipment to the City to use in another park location (approximately $14,000 value)

This agreement releases the City of all obligation in the previous agreements listed above. Staff is recommending the approval of this new agreement as detailed in this staff report. The construction of this joint use park will benefit the young people attending the school and the residents of Oxnard in general. Construction of this 6 (six) acre park is estimated to be $3.3 million. The City has received $675,775 of Quimby fees which will be applied toward the cost of construction.

Annual on-going maintenance for personnel and supplies is estimated at $120,000 with a one-time equipment purchase of $50,000. In return, the El Rio School District will pay the annual utility cost estimated at $18,000 per year, deed a 15' strip of land to the City for inclusion in the park construction and pay for half the cost of the park fencing. The City will also receive $14,000 worth of snack bar equipment for use in another City park and receive the use of 1.17 acres of land for River Park maintenance at no cost.

FINANCIAL IMPACT

It is recommended that the construction costs in excess of the available Quimby fees and the annual maintenance costs be funded from measure O. Adequate fund balance is available in the Measure O fund for this purpose. At this time, no other funding is available. The attached Special Budget Appropriation appropriates $2,674,000 from Measure O and $675,775 from Quimby Fees.

Attachment #1 - Joint Use Agreement
Attachment #2 - Special Budget Appropriation

JOINT USE AGREEMENT FOR THE CONSTRUCTION, MAINTENANCE, OPERATION AND USE OF THE EAST VILLAGE PARK

THIS JOINT USE AGREEMENT FOR THE CONSTRUCTION, MAINTENANCE, OPERATION AND USE OF THE EAST VILLAGE PARK, ("Agreement") is made and entered into in the County of Ventura, State of California, on this ______day of ______, 2013, by and between the City of Oxnard, a municipal corporation, ("City"), and the Rio School District of Ventura County, California, a political subdivision of the State of California ("District"). City and District are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. City is the owner of a legal parcel located in the City of Oxnard, commonly known as APN 214-0-020-555 and more particularly described in **Exhibit A** attached hereto ("City Property") upon which the City intends to construct and maintain the East Village Park.

B. District is the owner of a legal parcel located in the City of Oxnard, commonly known as APN 214-0-020-605 and more particularly described in **Exhibit B** attached hereto ("District Property") upon which District has constructed the Rio Rosales Elementary School.

C. Parties previously entered into that First Amended and Restated Joint Use School/Park Lease Agreement for the Acquisition, Maintenance, Operation and Use of the New Elementary School and Park in East Village of the NCSP Area dated July 12, 2000 ("Original Agreement").

D. Due to a change in circumstances, the Parties desire to terminate the Original Agreement and enter into a new agreement related to the construction, maintenance, operation and use of the East Village Park by City and District.

E. California Education Code section 10900 et seq. ("Community Recreation Programs Law") authorizes public authorities to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives.

F. District and City are authorized under California law to operate and maintain recreation centers, as defined in Education Code section 10901(f), for community recreation ("Recreation Centers").

G. District and City desire to enter into this Agreement pursuant to the aforesaid provisions of the Education Code of the State of California, providing for the joint use of Recreation Centers which are located within the boundaries of both School District and City.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **District's Obligations**

a. Subject to the District compliance with the required procedures for the disposition of surplus property pursuant to Education Code Section 17455, et seq., District agrees to transfer to City by quitclaim deed, that portion of District Property described in **Exhibit C** attached hereto, which consists of an approximate fifteen (15) foot strip of property (the "Property Strip"). The Property Strip shall be merged with and made a part of City Property in accordance with the procedures set out in Oxnard City Code section 15-267. The District shall not be responsible for any costs or expenses related to the lot-line adjustment and/or merger procedure used by the City to make the Property Strip part of the City Property.

b. District agrees that the consideration provided by the City under the terms of this Agreement is adequate to compensation the District in full for the payment of $204,000 currently owed by City to District pursuant to the Original Agreement for the cost incurred by District related to the design and construction of the restroom facilities located on City Property, which serve East Village Park and Rio Rosales Elementary School.

c. In conjunction with the transfer of title of the Property Stripto the City, District agrees that title to thethe snack bar equipment described in **Exhibit D** attached hereto shall be transferred to the City for City's use in another City owned park. The snack bar equipment identified in Exhibit D shall be included in the bill of sale for the transfer of title of the Property Strip.

d. District agrees to pay one-half of the costs of installing and maintaining a fence around the Exclusive Use Area, as defined below in Section 2. d. The location and specifications of the fence are depicted on **Exhibit E.**

e. District agrees to pay the costs of all utilities used at East Village Park.

f. Subject to transfer of title to the DistrictfromRiverpark B, LLCand the District's compliance with the required procedures for the disposition of surplus property pursuant to Education Code Section 17455, et seq., District agrees to lease to City an approximate 1.17 acre parcel of land, known as APN 132-0-120-035 and APN 132-0-120-025,pursuant to the terms and conditions specified in the Ground Lease between City and District attached hereto as **Exhibit F**.

2. **City's Obligations**

a. City agrees to construct, at City's sole cost and expense, the Park Improvements depicted on **Exhibit G** attached hereto ("Park Improvements")and shall be solely responsible for compliance withthe California Environmental Quality Act ("CEQA").

b. City agrees to maintain, repair and replacethe Park Improvementsconsistent with the City's standards for its other City parks.

c. City agrees to pay one-half of the costs of installing and maintaining a fence around the Exclusive Use Area, as defined below. The location and specification of the fence are depicted on Exhibit E.

d. Subject to the terms of this Agreement, City grants District the exclusive use of a portion of City Property as more specifically depicted in **Exhibit H** attached hereto and incorporated in full herein by this reference ("Exclusive Use Area").

3. **Term; Option.**

a. City hereby grants to District the right to use the Exclusive Use Areafor an initial term of fifty-five (55) years, or for as long as the District Property is operated by District as a school site, whichever condition shall expire first ("Initial Term").

b. City hereby grants District an option to extend the Initial Term for an additional term of twenty (20) years or for as long as the District Property is operated by District as a school site, whichever condition shall expire first ("Extension Term").

c. The commencement date of the Initial Term shall be the date the City issues a Notice of Completion for the Park Improvements located on the Exclusive Use Area. City shall provide District with a copy of the Notice of Completion specifying the commencement date of the Initial Term. All references to days shall mean calendar days.

4. **City Use of City Property.**

a. During the Initial Term and Extension Term, City shall have exclusive use of the Park Improvements and other facilities constructed on City Property for general park and recreational purposes to be used by the general public at all such times as are not reserved for District's exclusive use pursuant to paragraph 5.

b. City shall have exclusive full-time use of all portions of the City Property located outside of the Exclusive Use Area.

5. **District Use of Exclusive Use Area.** During the Initial Term and Extension Term, District shall have exclusive use of the Exclusive Use Area and all Park Improvements located within the Exclusive Use Area, Monday through Friday, from thirty (30) minutes before the beginning of the school day until thirty (30) minutes after the close of the school day, on each and every day that school is in session.

6. **Joint Review.**City and District shall meet annually prior to January 1 of each year to review the joint use of the Exclusive Use Area, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost provided in this Agreement may be revised for the subsequent year upon the mutual consent of both City and District, evidenced by a written amendment to this Agreement, executed by City Manager and District Superintendent. City and District

may meet more often as needed pursuant to the request of either Party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to District Superintendent and City Manager who shall meet together and resolve the matter.

7. **Neighborhood Cooperation and Involvement.** City and District shall both continually cooperate and coordinate with the neighborhood in which the school and park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success full acceptance of a joint use school/park facility. City and District shall involve the neighborhood by making the residents responsible for many of the school/park programs including the tot lot, restrooms, clean up, and similar activities. City and District shall participate with and attend neighborhood council meetings as requested.

8. **Commencement of Construction.** The date of commencement of construction of the Park Improvements shall be mutually agreed upon by City and District. City shall give District sixty (60) days written notice of such commencement of work. Upon completion, of such work, City shall furnish District with a notice of completion.

9. **Entry and Inspection.** City reserves, and shall always have the right, subject to twenty-four (24) hours written notice during District's exclusive use, to enter upon the Exclusive Use Area for the purpose of viewing and ascertaining the condition thereof.

10. **Non-Interference with District Activities**. This Agreement shall not be construed as granting City or any member of the general public the right to interfere with any activities of District during such time that the District has exclusive use of the Exclusive Use Area.

11. **Fingerprinting**. In the event that City's entry onto the Exclusive Use Area may take place at a time or under circumstances that could result in contact with any pupils younger than 18 years of age, City shall comply with requirements of state law regarding fingerprinting and background checks as set forth in Education Code section 45125.1 or other applicable Code sections, and provide District with copies of any documentation associated therewith, as applicable. All compliance shall be at the sole cost of City.

12. **Assignment.** Neither District nor City shall assign this Agreement or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.

13. **Compliance with Law.** District and City shall comply, and shall secure compliance by persons within the control and authority of each, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement.

14. **Successors and Assigns.**Parties agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of City and District.

15. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

16. **Administration of Agreement: Notices.**

a. Control and administration of this Agreement is under the jurisdiction of the Superintendent as to District's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon District may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Rio School District, 2500 E. Vineyard Avenue, Oxnard, California 93036, Attention: Superintendent, or may be personally served upon District or any person hereafter authorized by District to receive such notice.

b. Control and administration of this Agreement is under the jurisdiction of the City Manager as to City's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for bythis Agreement or by law required to be given or served upon City may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030.

c. Any notice or notices given or served as provided herein shall be effective and binding for all purposes, upon the principals of the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

17. **Remedies.** In the event that either Party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days after the service of written notice upon the defaulting party as provided in paragraph 14, specifying the default complained of, then the Party that gave such written notice may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the Party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

18. **Indemnity.**

a. City agrees to indemnify, hold harmless and defend (by reimbursing District for all legal costs and expenses charged to District by legal counsel of District's choice) District, its Governing Board, and each member thereof, and every officer, employee, representative or agent of District, from any and all liability, claims, demands, actions, damages (whether in contract or tort, or equity, and/or based upon statute or ordinance or any other body of positive law, whether local, State or federal, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from City's performance of this Agreement and use of City Property, including but not limited to, any acts or omissions related to this Agreement performed by City or its agents, employees, contractors, consultants and other persons acting on City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which City or its agents, employees, contractors, consultants and other persons acting on City's behalf would be held strictly liable.

District agrees to indemnify, hold harmless and defend (by reimbursing City for all legal costs and expenses charged to City by legal counsel of City's choice) City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, or equity, and/or based upon statute or ordinance or any other body of positive law, whether local, State or federal, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from District's performance of this Agreement and use of City Property, including but not limited to, any acts or omissions related to this Agreement performed by District or its agents, employees, contractors, consultants and other persons acting on District's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which District or its agents, employees, contractors, consultants and other persons acting on District's behalf would be held strictly liable.

19. **Insurance.**

a. District represents to City that District is legally self-insured for its public liability, and property damage risk through the Ventura County Schools Self-Funding Authority (VCSSFA), a joint powers agreement (JPA) for one million dollars ($1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. District's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of District on City Property or any person acting for District or under District's control or direction on City Property. Such public liability and property damage insurance JPA participation shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars ($1,000,000), combined single limit liability. District shall submit proof of JPA participation to City's Finance Director on or before the commencement of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by District shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to City by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

b. City represents to District that City is legally self-insured for its public liability risks for one million dollars ($1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. City's self-insurance shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of City on City Property or any person acting for City or under City's control or direction on City Property. Such public liability and property damage self-insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars ($1,000,000), combined single limit liability. City shall submit proof of self-insurance toDistrict on or before the commencement of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by Cityshall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to District by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

20. **Governing Law.** Parties agree that the construction and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of California.

21. **Amendment.**Parties 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 to in writing by an authorized representative of District and City.

22. **Severability.**Parties 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.

23. **Waiver.** Parties agree that no waiver of a breach of any provision of this Agreement by City or District shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure by City or District 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.

24. **Nondiscrimination.** District, City and all others who from time to time may use the City Property and facilities described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or

physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

25. **Force Majeure.** Parties agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of City or District. These 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 natural disasters.

26. **Time of Essence.** Parties agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

27. **Authority to Execute.**

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

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

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

(signatures appear on next page)

THE CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For

Alan Holmberg, City Attorney

APPROVE AS TO INSURANCE:

James Cameron

James Cameron, Finance Director

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA

,Superintendent John Puglisi, Ph.D.

APPROVED AS TO AMOUNT:

Karen R. Burnham
Interim City Manager

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11321762.1

ATTACHMENT 1
EXHIBIT
PAGE 9 OF 40

EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

Parcel A and an undivided 18/100 interest in Parcel D of Parcel Map No. 3796, in the County of Ventura, State of California, as shown on Parcel Map filed in Book 37, Pages 54A and 55 of Parcel Maps, in the Office of the County Recorder of said County.

Except an undivided 4/5ths interest in and to all oil, hydrocarbon substances and other minerals and fissionable materials rights in and under said land for the period and upon the limitation contained in the deed recorded May 19, 1955 as Document No. 18337, in Book No. 1291, Page 400 of Official Records.

The right to enter upon the surface of said land or within five hundred feet (500') measured vertically from the surface of said land was relinquished by deed recorded January 26, 1968, in Book 3255, Page 7 of Official Records and re-recorded February 23, 1968, in Book 3267, Page 314 of Official Records.

ALSO EXCEPT one-fifth (1/5) of all oil, gas, hydrocarbon substances and other mineral and fissionable materials rights lying below a depth of 500 feet, measured vertically from the surface of said property, without, however, any right to enter upon the surface of said land or within 500 feet measured vertically from the surface thereof, as reserved by Alma Maulhardt Murphy, a Married Woman as her Sole and Separate Property, in deed recorded September 24, 1973, in Book 4169, Page 844 of Official Records.

EXHIBIT B

LEGAL DESCRIPTION OF DISTRICT PROPERTY

LEGAL DESCRIPTION

PARCEL 1:

The Southerly 420.43 feet of the Northerly 841.07 feet of Parcel A of Parcel Map No. 3796, in the County of Ventura, State of California, as shown on Parcel Map filed in Book 37, Pages 54A and 55 of Parcel Maps, in the office of the County Recorder of said County.

EXCEPT an undivided 4/5ths interest in and to all oil, hydrocarbon substances and other minerals and fissionable material rights in and under said land for the period and upon the limitation contained in the deed recorded May 19, 1955 as Document No. 18337 in Book 1291, Page 400 of Official Records.

The right to enter upon the surface of said land or within five hundred feet (500') measured vertically from the surface of said land was relinquished by deed recorded January 26, 1968 in Book 3255, Page 7 of Official Records and re-recorded February 23, 1968 in Book 3267, Page 314, Official Records.

ALSO EXCEPT one-fifth (1/5) of all oil, gas and other hydrocarbon substances and other mineral and fissionable material rights lying below a depth of 500 feet, measured vertically from the surface of said property, without, however, any right to enter upon the surface of said land or within 500 feet measured vertically from the surface thereof, as reserved by Alma Maulhardt Murphy, a married woman as her separate property in deed recorded September 24, 1973 in Book 4163, Page 844, Official Records.

PARCEL 2:

An easement for private access and public utilities over the Easterly 40.00 feet of Parcel A of Parcel Map No. 3796, in the County of Ventura, State of California, as shown on Parcel Map filed in Book 37, Pages 54A and 55 of Parcel Maps, in the office of the County Recorder of said County.

EXCEPT therefrom the Northerly 841.07 feet.

EXHIBIT C

LEGAL DESCRIPTION OF 15' STRIP OF DISTRICT PROPERTY

Legal Description

February 2012

A strip of land, fifteen feet in width, being a portion of Lot L of Tract 5136-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in Book 137, pages 64 through 72, inclusive, in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at the Southwest of said Lot L, thence,

1st, Along the southerly line of said Lot L and the northerly line of Jacinto Drive, North 89°59'00" East a distance of 15.00 feet to the intersection of a line parallel with and 15 feet easterly of the westerly line of Lot L; thence,

2nd, Along said parallel line, North 0°01'43" East a distance of 774.27 feet to the southerly line of an easement for road purposes described in the grant deed recorded as instrument 2003-388522; thence,

3rd, Along the southerly line of said road easement, South 89°59'58" West a distance of 15.00 feet to the westerly line of said Lot L; thence,

4th, Along the westerly line of Said Lot L, South 00°01'43" West a distance of 774.27 feet to the point of beginning.

Containing 11,614 square feet, more or less.

END DESCRIPTION

PROFESSIONAL LAND SURVEYOR
JAMES P FALLON
NO 7807
STATE of CALIFORNIA

Feb 6, 2012

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ATTACHMENT 1
EXHIBIT C
PAGE 12 OF 42

EXHIBIT D

LIST OF SNACK BAR EQUIPMENT

Equipment Inventory for Rio Vista Snack Bar

1. True under counter refrigerator: $1,285.00
    a. Serial # 1-453-4952
    b. Model # TUC-27-LP

2. True 2 door Freezer: $4,755.00
    a. Serial # 1-4764236
    b. Model # TG2F-2S

3. Beverage-Air 2 door sliding refrigerator: $1,200.00
    a. Serial #: 1507X60957
    b. Model # MT38-B-55

4. Vulcan Flat top griddle: $5,000.00
    a. 4 x 2, 4 burner
    b. Serial # unknown
    c. Model # unknown

5. Dean Deep fat fryer: $1200.00
    a. Serial # 0611MH0496
    b. Model # SR142GN

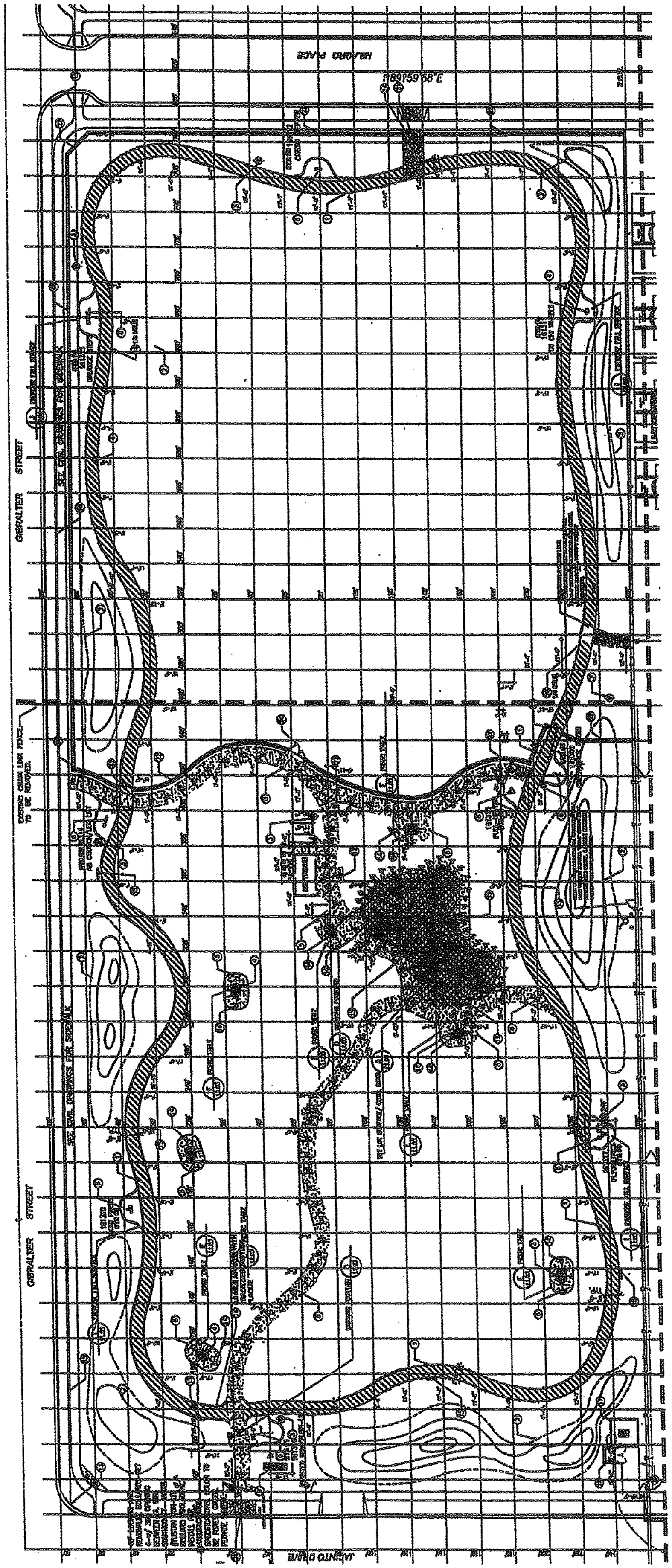
6. Berner Fly Fan: $790.00
    a. 36 in

7. Scotsman ice machine: $760.00
    a. Model # SCE170

EXHIBIT E

LOCATION AND SPECIFICATIONS OF FENCE

Perimeter Fence Around
EXCLUSIVE USE AREA



ATTACHMENT 1
EXHIBIT E
PAGE 15 OF 40

AMERISTAR FENCE PRODUCTS
WireWorks Plus® - Commercial Welded Wire Architectural Fence System
Construction Specification – SECTION 32 31 00

PART 1 - GENERAL
1.01 WORK INCLUDED
The contractor shall provide all labor, materials and appurtenances necessary for installation of the commercial welded wire architectural fence system defined herein at (specify project site).

1.02 RELATED WORK
Section ___ ___ - Earthwork
Section ___ ___ - Concrete

1.03 SYSTEM DESCRIPTION
The manufacturer shall supply a total commercial welded wire architectural fence system of the Ameristar® WireWorks Plus® design. The system shall include all components (i.e., panels, brackets, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE
The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES
- ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 - Test Method for Specular Gloss.
- ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- ASTM F2453/F 2453M – Standard Specification for Welded Wire Mesh Fence Fabric

1.06 SUBMITTAL
The manufacturer's submittal package shall be provided prior to installation.

1.07 PRODUCT HANDLING AND STORAGE
Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

PART 2 - MATERIALS
2.01 MANUFACTURER
The fence system shall conform to Ameristar WireWorks Plus design by Ameristar Fence Products, Inc. in Tulsa, Oklahoma. Contact: Nathan Downs, 1-800-321-8724.

2.02 MATERIAL
A. Steel material for fence posts shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.60 oz/ft^2, Coating Designation G-60. Fence posts and gate posts shall meet the minimum size requirements of Table 1.

B. Steel wire mesh fence panels shall be welded by resistance welding per ASTM A185 using 6 gauge (0.192 inch) pre-galvanized steel wire, welded at each crossing to form rectangles. Vertical 6ga. (0.192) wires shall be spaced at 2 inches; horizontal 6ga. (0.192) wires shall be spaced at 6 inches. The cold rolled wire shall have a tensile strength of at least 70,000 PSI and 74,000 PSI weld shear strength. Wire strand shall be galvanized before welded (GBW), .050 ounces per square foot zinc coating conforming to the ASTM A641.

2.03 FABRICATION

A. Panels and posts shall be precut to specified lengths. Vertical wires of the panel shall exceed 1 inch from the last or first horizontal wire thereby creating picket top or bottom depending of its position installed. The opposite end of the panel shall be cut flush. Panels shall have a number of structural folds based on the specified panel height as follows:

1. 49" height x 96" width panel – 2 horizontal panel folds
2. 61" height x 96" width panel – 2 horizontal panel folds
3. 70" height x 96" width panel – 3 horizontal panel folds
4. 97" height x 96" width panel – 4 horizontal panel folds

B. The manufactured fence system (i.e., panels, brackets, posts, gates and hardware) shall be subjected to the PermaCoat® thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be (specify Black, Bronze, White, Desert Sand, Green, or Brown). The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.

C. Swing gates shall be fabricated using 2" x 12ga square rails and gate ends. Gates that exceed 6' in width will have a 2" sq. x 12ga. intermediate upright. All rail, upright, and gate end intersections shall be joined by welding. Steel gussets (1/4" x 2") shall be welded at each rail to gate end intersection and rail to intermediate intersections (4 gussets per gate bay). Gusset shall be punched to accept gate trussing cable and turnbuckle.

PART 3 - EXECUTION

3.01 PREPARATION

All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 FENCE INSTALLATION

Fence post shall be spaced according to Table 3, plus or minus ¼". Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application. Typical wind load data in Table 4 is to be used as a guideline. Table 4 is not to be used for specific application without engineering evaluation.

3.03 FENCE INSTALLATION MAINTENANCE

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION

Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

EXHIBIT F

GROUND LEASE

This Ground Lease ("Lease") is made and entered into in the County of Ventura, State of California as of______________________, 2013 ("Effective Date"), by and between the Rio School District of Ventura County, California, a political subdivision of the State of California ("Lessor") and the City of Oxnard, a municipal corporation ("Lessee").

RECITALS

A. Lessor is the owner of that certain real property described in Exhibit A attached hereto ("Property").

B. Lessee desires to construct maintenance facilities and related improvements ("Improvements") on Property to be used by Lessee to store equipment and materials used by Lessee in connection with the maintenance of Lessee's parks and other facilities.

NOW, THEREFORE, for the reasons set forth herein above, and in consideration of the mutual promises and agreements of Lessor and Lessee hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

I. LEASE

Lessor does hereby lease and grant the Property to Lessee, for the term and on the terms and conditions provided herein, and Lessee does hereby accept and hire the Property from Lessor for the term and on the terms and conditions provided herein.

II. CONDITION OF TITLE AND PROPERTY

A. **Condition of Title**. Lessee hereby leases the Property subject to any liens, encumbrances, leases, tenancies or other rights of possession, oil and gas leases, reservations, exceptions, charges, easements, rights, rights of way, covenants, conditions, and restrictions which are (a) currently of record as of the Effective Date, or (b) not of record but existing as encumbrances against the Property resulting from Lessor's use of the Property.

B. **As-Is Condition of Property**. Neither the Lessor, nor anyone acting for or on behalf of the Lessor, has made any representation, warranty, promise or statement, express or implied, to Lessee, or to anyone acting for or on behalf of Lessee, concerning the Property or the condition, use or development of the Property. Neither the Lessor, nor anyone acting for or on behalf of the Lessor, has made any representation or warranty as to the suitability of the Property for Lessee's intended use, and Lessee waives any implied warranty that the Property is suitable for Lessee's intended purposes. Lessee further represents and warrants that, in entering into this Lease, Lessee has not relied on any representation, warranty, promise or statement, express or implied, of the Lessor or anyone acting for or on behalf of the Lessor, other than as expressly set forth in this Lease, and that all matters concerning the Property have been or shall be independently verified by Lessee prior to the execution of this Lease, on Lessee's own prior investigation and examination of the Property (or Lessee's election not to do so); AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE LESSOR, LESSEE IS HEREBY LEASING THE PROPERTY IN AN "AS-IS" PHYSICAL CONDITION AND IN AN "AS-IS" STATE OF REPAIR, WITH ALL FAULTS. The Lessor hereby disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

LESSEE HEREBY GENERALLY, FULLY AND IRREVOCABLY RELEASES THE LESSOR, ITS BOARD, STAFF, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS AND OTHER REPRESENTATIVES (COLLECTIVELY, THE "LESSOR PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS THAT LESSEE MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY OF THE LESSOR PARTIES FOR AND FROM ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, ACTION OR CAUSE OF ACTION, WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY PATENT, LATENT OR OTHER DEFECTS IN THE PROPERTY OR THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY), BUT EXCLUDING ANY COSTS AND EXPENSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE LESSOR PARTIES.

WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION, LESSEE EXPRESSLY WAIVES THE BENEFITS 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

LESSEE HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, LESSEE ACKNOWLEDGES THAT LESSEE FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION.

____
Lessee

III. TERM; OPTION TO EXTEND

A. The term of this Lease ("Term") is fifty-five (55) years, commencing on the Effective Date.

B. The Term may be extended for an additional term of twenty (20) years.

IV. USE

Except as otherwise expressly permitted in this Lease, the Property shall be used by Lessee solely for the following uses: Lessee may constructthe Improvements on the Property and use the Property for the storage of maintenance equipment, materials and other items used by Lessee in the maintenance of Lessee's parks and other improvements.Lessee shall at all times comply with all federal, state and local laws, statutes, ordinances, rules and regulations of any governmental authority in connection with Lessee's use of the Property. The Property may only be used for other purposes upon the prior written consent of the Lessor, which consent may be given or withheld in the Lessor's sole and absolute discretion. Lessee shall not commit, nor permit to be committed, any waste or misuse of the Property, or allow any offensive noise or odor in or around the Property, and Lessee shall pay for all damage caused by any unreasonable use or waste. Moreover, Lessee shall not use or permit the use of the Property for any unsafe or illegal purpose or use, or in any manner that creates a nuisance, or that disturbs, injures or annoys, or causes damage to or adversely affects, the Lessor or any neighboring property or property owner. Lessee shall not use or allow another person or entity to use any part of the Property for the storage, use, treatment, manufacture or sale of Hazardous Materials (as defined in Section IX below), except that Lessee may store, use or maintain customary types and quantities of products on the Property which are incidental to the operation of its business, provided that the use of such products on the Property shall be in compliance with applicable laws and shall be in the manner in which such products are designed to be used.

V. RENT

Lessee shall pay, without abatement, deduction, or offset, as annual rent, beginning on the Effective Date and continuing throughout the Term and any extension of the Term, the sum of One Dollar ($1.00) per year, payable in advance on the first day of each lease year.

VI. TAXES

A. Taxes. Lessee shall pay, without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, possessory interest taxes, and other charges of every description levied on or assessed against the Property, Improvements, personal property located on or in the Property or Improvements, the leasehold estate, or any leasehold estate, to the full extent of installments falling due during the Term, whether belonging to or chargeable against Lessor or Lessee. Lessor and Lessee shall mutually cooperate in order to notify the taxing authority to directly bill Lessee for all such payments. Lessee shall make all such payments directly to the taxing authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, applicable law permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Lessee may, at Lessee's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. All payments of taxes or assessments or both, including permitted installment payments, shall be prorated for the tax or assessment year in which the Lease commences and terminates.

Pursuant to Section 107.6 of the California Revenue and Taxation Code ("Code"), Lessor hereby notifies Lessee that: (i) a possessory interest with respect to the Property is created and/or continued pursuant to the Lease ("Possessory Interest") and is subject to property taxation under the

Code; and (ii) Lessee shall be subject to, and shall bear, the payment of all property taxes and related charges and expenses attributable to all periods during the term of this Lease with respect to the Possessory Interest (collectively, "Possessory Interest Taxes"). Lessee acknowledges that the foregoing complies with Section 107.6 of the Code. Lessee shall include a statement in all Subleases to the effect that the interests created therein are derived from Lessee's Possessory Interest, and Lessee's Possessory Interest requires the payment of Possessory Interest Taxes. Lessee shall indemnify, defend and hold harmless the Lessor against all Possessory Interest Taxes.

Lessee may contest the legal validity or amount of any taxes, assessments, or charges for which Lessee is responsible under this Lease, and may institute such proceedings as Lessee considers necessary. If Lessee contests any such tax, assessment or charge, Lessee may withhold or defer payment or pay under protest, but shall protect Lessor and the Property from any lien created by such withholding, deferment or protest by providing Lessor an adequate surety bond or other appropriate security.

Lessor appoints Lessee as Lessor's attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments, or charges, conditioned on Lessee's preventing any liens from being levied on the Property or on Lessor (other than the statutory lien of California Revenue and Taxation Code Section 2187).

Lessee's obligation to pay taxes or assessments levied or charged against the Property or Improvements or against specified personal property shall not include the following, whatever they may be called: business, income, or profits taxes levied or assessed against Lessor by federal, state or other governmental agency; estate, succession, inheritance, or transfer taxes of Lessor; or corporation, franchise or profits taxes imposed on the corporate owner of the fee title of the Property. If, however, during the Term, taxes are imposed, assessed or levied on the rent derived from the Property in lieu of all or any part of real property taxes, personal property taxes or real and personal property taxes that Lessee would have been obligated to pay under the foregoing provisions, and the purpose of the new taxes is more closely akin to that of an ad valorem or use tax than to an income or franchise tax on Lessor's income, Lessee shall pay the taxes as provided above for property taxes and assessments.

Lessee shall furnish to Lessor, at least 10 days before the date when any tax, assessment or charge would become delinquent, receipts or other appropriate evidence establishing their payment. Lessee may comply with this requirement by retaining a tax service to notify Lessor whether the taxes have been paid.

VII. RIGHT OF ENTRY

Lessor shall have the right to enter the Property in order to inspect the Property. Lessor shall give Lessee reasonable prior notice of such entry, and except in the case of an emergency, Lessor shall be accompanied by a representative of Lessee.

VIII. COMPLIANCE WITH LAWS

Lessee shall comply, and shall ensure that all of its officers, directors, employees, agents, representatives, suppliers, contractors and subcontractors comply, with all applicable laws, ordinances, rules, orders and regulations in the conduct of any activity related to Lessee's use and operation of the Property, including but not limited to compliance withthe California Environmental Quality Act ("CEQA") .

IX. HAZARDOUS MATERIALS

A.. Hazardous Materials. For the purposes of this Lease, the following terms shall have the following meanings:

1) **"Hazardous Materials"** shall mean and include, but not be limited to, any liquid, substance, material, waste, gas or particulate matter which is now or may become regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any liquid, material, substance, waste, gas or particulate matter which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste" or "pollutant" under any provision of California law, rule or regulation; (ii) a petroleum product; (iii) asbestos; (iv) urea formaldehyde foam insulation; (v) polychlorinated biphenyls; (vi) radioactive material; (vii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321); (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (ix) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (x) defined as "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (xi) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (xii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), or (xiii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20.

2) **"Environmental Laws"** shall mean all codes and statutes specifically described in the foregoing Paragraph and all other federal, state and local environmental, health or safety statutes, ordinances, codes, rules, regulations, orders, decrees, standards, policies and guidelines in effect now or in the future pertaining to Hazardous Materials.

B. Lessee covenants that it shall not use, treat, store or dispose of, and shall not permit anyone else to use, treat, store or dispose of, whether temporarily or permanently, any Hazardous Materials at, on or beneath the Property in violation of any applicable Environmental Laws. In the event Lessee breaches the covenant contained in this Section IX, Lessee shall, at its sole cost and expense, comply with all federal, state and local laws and requirements relating to the remediation of the situation.

C. Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, arising from or relating directly or indirectly to the production, storage, release, discharge, presence, or existence (and/or required remediation) of any and all Hazardous Materials (from any cause whatsoever) in, on, under or about the Property from and after the Effective Date until the expiration or earlier termination of this Lease except to the extent that such Hazardous Materials are placed on or released from the Property by Lessor or Lessor's employees, agents or contractors.

D. The terms and provisions of this Section IX shall survive the expiration or earlier termination of this Agreement.

X. REPAIR AND MAINTENANCE

Throughout the Term, Lessee shall, at Lessee's sole cost and expense, maintain the Property and all Improvements in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of federal, state and local laws and regulations.

Nothing in this provision defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Lease to alter, modify, demolish, remove, or replace any improvement, or as limiting provisions relating to condemnation.

XI. ALTERATIONS.

Lessee shall have the right to make all repairs, alterations, additions or reconstructions of the Improvements on the Propertywithout the prior approval of Lessor. Lessee shall provide seven (7) days prior notice to Lessor of (i) material additions of Improvements or (ii) material alterations to Improvements.

XII. ENCUMBRANCES.

A. Condition of Encumbrances. The Lessee may, at any time, or from time to time, during the Term mortgage or otherwise encumber its interest in this Lease and in the leasehold estate created hereunder and/or the Improvements upon and subject to the following conditions:

1. No deed of trust, mortgage or other encumbering instrument (hereinafter referred to as "Leasehold Mortgage") shall extend to or otherwise affect the fee, reversionary interest or estate of Lessor in and to the Property and the Leasehold Mortgage and all rights acquired under it shall be subject to each and all of the covenants, conditions and restrictions stated in this Lease and to all rights and interests of Lessor, except as otherwise provided in this Lease. Should there be any conflict between the provisions of the Lease, and of any Leasehold Mortgage executed by Lessee, the provisions of this Lease shall control.

2. Either prior to or concurrent with the recordation of the Leasehold Mortgage, Lessee shall cause a fully conformed copy thereof and of the note secured thereby to be delivered to Lessor together with a written notice containing the name and post office address of the

mortgagee, trustee, beneficiary or other holder of the beneficial interest in the Leasehold Mortgage (hereinafter referred to as "Leasehold Mortgagee").

3. Lessor agrees that it shall not terminate this Lease because of any default or breach hereunder on the part of the Lessee if the Leasehold Mortgagee, or the trustee under such Leasehold Mortgage, within thirty (30) days after service of written notice on the Leasehold Mortgagee by Lessor of Lessor's intention to terminate this Lease for such breach or default, shall:

(a) Cure such breach or default if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, commence, and thereafter pursue to completion, the steps and proceedings for foreclosure by sale, or by exercise of power of sale pursuant to and under the Leasehold Mortgage, of the leasehold estate hereunder; and

(b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Lessee until such time as the leasehold estate created hereunder shall be sold upon foreclosure, or by the exercise of a power of sale, or shall be released or reconveyed under the Leasehold Mortgage;provided, however, that if the Leasehold Mortgagee shall fail or refuse to comply with the conditions of this Section XII, then and thereupon Lessor shall be released from the covenants of forbearance herein contained with respect to such breach or default.

4. Lessor shall not be obligated to subordinate its interest in the Property to any Leasehold Mortgagee.

B. Condition of Financing.

As to any Leasehold Mortgage, Lessor consents to a provision therein, at the option of the Leasehold Mortgagee, (1) for an assignment of Lessee's share of the net proceeds from any award or other compensation resulting from a total or partial (other than temporary) taking of the Property by condemnation, (2) for the entry of the Leasehold Mortgagee upon the Property during business hours, without notice to Lessor or Lessee, to view the state of the Property, (3) that a default by Lessee under this Lease shall constitute a default under the Leasehold Mortgage, (4) for an assignment of Lessee's right, if any, to terminate, cancel, modify, change, supplement, alter or amend this Lease, (5) for an assignment of any sublease to which the Leasehold Mortgage is subordinated, and (6) effective upon any default in any such Leasehold Mortgage, (i) for the foreclosure of the Leasehold Mortgage pursuant to a power of sale, by judicial proceedings or other lawful means and the subsequent sale of the leasehold estate to the purchaser at the foreclosure sale and a sale by such purchaser if the purchaser is the Leasehold Mortgagee (ii) for the appointment of a receiver, irrespective of whether the Leasehold Mortgagee accelerates the maturity of all indebtedness secured by the Leasehold Mortgage, (iii) for the right of the Leasehold Mortgagee or the receiver to enter and take possession of the Propertyas a lessee pursuant to the Lessee's leasehold interest in the Property in order to manage and operate the Property and to collect the subrentals, issues and profits therefrom and to cure any default under the Leasehold Mortgage or any default by Lessee under this Lease, and (iv) for an assignment of Lessee's right, title and interest in and to any deposit of cash, securities or other property which may be held to secure the performance of covenants, conditions and agreements contained in this Lease, the premiums for or dividends upon any insurance provided for the benefit of any Leasehold Mortgagee or required by the terms of this Lease, as well as in all refunds or rebates of taxes or assessments upon or other charges against the Property, whether paid or to be paid.

C. No Surrender of Leasehold.

For the benefit of the holder of any Leasehold Mortgage, Lessor agrees not to accept a voluntary surrender of this Lease at any time while such Leasehold Mortgage shall remain a lien on said leasehold; and Lessor and Lessee further agree for the benefit of any such Leasehold Mortgagee that, so long as any such Leasehold Mortgage shall remain a lien on said leasehold, Lessor and Lessee shall not subordinate or subject this Lease to any mortgage that may hereafter be placed on the fee or amend or alter any terms or provisions of this Lease or consent to any prepayment of any minimum rental without securing the prior written consent of such Leasehold Mortgagee.

D. Notices.

Lessor shall send by certified or registered mail to any Leasehold Mortgagee, a notice of any default by Lessee under this Lease at the same time as and whenever any such notice of default shall be given by Lessor to Lessee, addressed to such Leasehold Mortgagee at the address last furnished to Lessor. No notice by Lessor shall be deemed to have been given unless and until a copy thereof shall have been so given to such Leasehold Mortgagee. Lessee irrevocably directs that Lessor accept, and Lessor agrees to accept, performance and compliance by any such Leasehold Mortgagee of and with any term, covenant, agreement, provisions, condition or limitation on Lessee's part to be kept, observed or performed hereunder with the same force and effect as though kept, observed or performed by Lessee.

E. Transfer of Leasehold.

The prior written consent of Lessor shall not be required:

1. To a transfer of this Lease at foreclosure sale under the Leasehold Mortgage, under judicial foreclosure or by an assignment in lieu of foreclosure; or

2. To the transfer of the Lease and the leasehold estate under this Lease by the Leasehold Mortgagee if the Leasehold Mortgagee has purchased the same at such foreclosure sale;provided that in either such event the Leasehold Mortgagee forthwith gives notice to Lessor in writing of any such transfer, setting forth the name and address of the transferee, the effective date of such transfer and including the express agreement of the transferee assuming and agreeing to perform all of the obligations of this Lease, together with a copy of the document by which such transfer was made. Any such transferee under subparagraph 1 above shall be liable to perform the obligations of Lessee under this Lease only so long as such transferee holds title to the leasehold, provided that upon any conveyance of title, such transferee's transferee expressly assumes and agrees to perform all of the obligations of this Lease. Any subsequent transfer of the leasehold shall be subject to the conditions relating to assignment as set forth in this Lease.

F. Request for Notice.

Upon and immediately after the recording of the Leasehold Mortgage, Lessee, at Lessee's expense, shall cause to be recorded in the office of the Ventura County Recorder, a written request duly executed and acknowledged by Lessor for a copy of any notice of default and of any notice of sale under the Leasehold Mortgage.

G. No Merger.

In the event that the title to Lessor's estate and to Lessee's estate shall be acquired by the same person, firm or entity, other than as a result of termination of this Lease, no merger shall occur if the effect of such merger would impair the lien of any Leasehold Mortgage.

H. Estoppel Certificates.

Lessor agrees that upon request of the Leasehold Mortgagee, it shall execute and deliver to any person, firm or entity a certificate stating that this Lease is in full force and effect and that the documents creating or evidencing said leasehold estate are true and correct copies and not incomplete, provided that such be the case.Lessee shall pay Lessor's reasonable out of pocket legal fees incurred for outside counsel in connection with the review and approval of such estoppel, not to exceed $1,500

I. Insurance Endorsement.

Lessor agrees that any policy of hazard insurance in favor of Lessor shall contain an endorsement waiving the insurer's right of subrogation as against the Leasehold Mortgagee and the Lessee.

J. Amendments to Lease.

In the event that in connection with any financing or refinancing of the leasehold estate by Lessee any Leasehold Mortgagee requests any changes or additions to this Lease, Lessor and Lessee shall amend this Lease to include such changes or additions provided that such changes or additions do not impair Lessor's rights hereunder, increase Lessor's obligations hereunder or decrease the value of this Lease.

XIII. ASSIGNMENT AND SUBLETTING

A. Assignment. Subject to the provisions of Section XII hereof, Lessee shall not assign, transfer, or encumber this Lease without the prior written consent of Lessor.

B. Subletting. Subject to the provisions of Section XII hereof, Lessee shall not (i) sublet any portion of the Property, or (ii) change the terms of any existing ground lease or sublease encumbering the Property, without the prior written consent of Lessor.Each new sublease shall contain a provision requiring sublessee to attorn to Lessor or, in the event of any proceeding to foreclose any leasehold mortgage, to the Leasehold Mortgagee, or any person designated in a notice from Leasehold Mortgagee, if Lessee defaults under this Lease and if the sublessee is notified of Lessee's default and instructed to make sublessee's rental payments to Lessor or Leasehold Mortgagee or designated person as in this paragraph.

XIV. INSURANCE

Lessee represents to Lessor that Lessee is legally self-insured for its public liability risks for one million dollars ($1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. Lessee's self-insurance shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of Lessee on the Property or any person acting for Lessee or under Lessee's control or direction on the Property. Such public liability and property damage self-insurance shall be maintained in full force and effect during the entire term of this Lease, in the amount of no less than one million dollars ($1,000,000), combined single limit liability. Lessee shall submit proof of self-insurance to Lessor on or before the commencement of this Lease indicating full coverage of the contractual liability imposed by this Lease and stipulating that the insurance selected by Lessee shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to Lessor by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

XV. Indemnity.

Lessee shall indemnify, defend, and hold harmless Lessor and Lessor's Governing Board, and each member thereof, employees, agents and representatives from any loss, damage, claim, cost, lien, action, suit, liability, or judgment (including, without limitation, attorneys' fees and costs) arising from, resulting from, or in any way related to the Lessee's use of the Property. This indemnity shall survive the termination of this Lease.

XVI. DAMAGE AND DESTRUCTION

Lessee is responsible for all costs associated with the repair or replacement of any and all improvements on the Property.

XVII. CONDEMNATION

A. Definitions. The following definitions apply in construing provisions of this Lease relating to a taking to all or any part of the Property by eminent domain or inverse condemnation:

1. Taking means the taking of fee title, by eminent domain for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending. The taking shall be considered to take place as of the later of (i) the date actual physical possession is taken by the condemnor or (ii) the date on which the right to compensation and damages accrues under the law applicable to the Property.

2. Total taking means the taking of the fee title to all the Property which shall be considered to include any offsite improvements effected by Lessee to serve the Property or the Improvements on the Property.

3. Substantial taking means the taking of so much of the Property or Improvements or both that the following conditions result:

(a) The remaining Property would not be economically and feasibly used by Lessee; and

(b) A reasonable amount of reconstruction would not make the remaining Property and Improvements reasonably suited for Lessee's continued occupancy and use pursuant to Section IV.

4. Partial taking means any taking of the fee title that is not either a total or a substantial taking.

5. Notice of intended taking means a notice or notification expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of intended taking, in writing, containing a description or map of the taking reasonably defining the extent of the taking.

6. Award means compensation paid for the taking whether pursuant to judgment or by agreement or otherwise.

B. Condemnation Notices.

The party receiving any notice of the kinds specified below shall promptly give the other party notice of the receipt, contents, and date of the notice received:

1. Notice of intended taking;

2. Service of any legal process relating to condemnation of the Property or Improvements;

3. Notice in connection with any proceedings or negotiations with respect to such a taking; or

4. Notice of intent or willingness to make or negotiate a private purchase, sale, or transfer in lieu of condemnation.

C. Condemnation Proceedings.

Lessor, Lessee, and all persons and entities holding under Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of Lessor and Lessee. Lessor and Lessee each agrees to execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to condemnation.

D. Effect of Taking.

On a total taking, Lessee's obligation to pay rent shall terminate on, and Lessee's interest in the leasehold shall continue until, the date of taking.

If a taking is so substantial that it is a substantial taking, Lessee may, by notice to Lessor given within 30 days after Lessee receives notice of intended taking, elect to treat the taking as a substantial taking. If Lessee does not so notify Lessor, the taking shall be deemed a partial taking. If Lessee gives such notice and Lessor gives Lessee notice disputing Lessee's contention within 15 days following Lessee's notice, the dispute shall be promptly determined by arbitration. If Lessor gives no such notice, the taking shall be considered a substantial taking. A substantial taking shall be treated as a total taking if (1) Lessee delivers possession to Lessor within 30 days after determination that the taking was a substantial taking, and (2) Lessee is not in default under the Lease and has complied with all Lease provisions concerning apportionment of the award. If these conditions are not met, the taking shall be treated as a partial taking.

Lessee may continue to occupy the Property and Improvements until the condemnor takes physical possession. However, at any time following notice of intended total taking, or within the time limit specified for delivering possession in the provision on substantial taking, Lessee may elect to deliver possession of the Property to Lessor before the actual taking. The election shall be made by notice declaring the election and covenanting to pay all rents required under this Lease to the date of taking. Lessee's right to apportionment of or compensation from the award pursuant to Section XVI(E) below shall then accrue as of the date that Lessee goes out of possession.

E. Apportionment of Award.

On a total taking or a substantial taking considered as a total taking pursuant to Section XVI(D), all sums, including damages and interest, awarded for the fee or the leasehold or both shall be deposited promptly with a national banking association as escrow agent and shall be apportioned in the following order of priority:

First, all real and personal property taxes constituting a lien on the Property or Improvements.

Second, the balance due under any Leasehold Mortgage.

Third, to Lessee an amount which is the sum of the value for the Improvements then existing on the Property, the value of Lessee's leasehold interest in the Property, and severance damages less any amounts previously paid for the balance due under any Leasehold Mortgage.

Fourth, to Lessor the remainder of said award.

F. Partial Taking.

On a partial taking, this Lease shall remain in full force and effect, covering the remaining property.

Promptly after a partial taking, at Lessee's expense and in the manner specified in provisions of this Lease relating to maintenance, repairs, and alterations, Lessee shall repair, alter, modify, or reconstruct the Improvements (hereafter referred to as restoring) so as to make them a practical improvement.

On a partial taking, all sums, including damages and interest, awarded for the fee title or the leasehold or both, shall be deposited promptly with a national banking association as escrow agent and shall be distributed and disbursed in the following order of priority:

First, to the cost of restoring the Improvements, plus any amount assessed, awarded, paid or incurred to remove or relocate subtenants, plus any amount awarded for detriment to business.

Second, to Lessee a sum equal to the value of the Property taken. Lessee may, at Lessee's election, direct disbursement of this portion to any mortgagee under any note executed by Lessee.

XVIII. DEFAULT

Each of the following events shall be a default by Lessee and a breach of this Lease:

A. Vacation or abandonment of the Property by Lessee.

B. Failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder within 15 days of receipt of written notice form Lessor specifying such default.

C. Failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease where such failure continues for a period of 30 days after written notice by Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences a cure within the 30-day period and thereafter diligently prosecutes the cure to completion.

D. The subjection of any right or interest of Lessee to attachment, execution, or other levy, or to seizure under legal process, if not released within 15 days.

E. The appointment of a receiver to take possession of the Property or Improvements or of Lessee's interest in the leasehold estate or of Lessee's operations on the Property for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, which is not discharged within 60 days of appointment.

F. An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 60 days after the assignment, filing, or other initial event.

G. Recordation of a Notice of Default under any Leasehold Mortgage.

XVIX. REMEDIES

If any default by Lessee shall continue uncured following notice of default as required by this Lease, for the applicable cure period, Lessor may enforce all of Lessor's rights and remedies allowed by law.

XX. GENERAL PROVISIONS

A. Good Faith.

Whenever in this Lease a party has the right to approve an act of another party, the former shall exercise such discretion in good faith and according to normal commercial standards. Similarly, where a party is required to satisfy a condition or complete an act in a certain fashion or within a specified time period, that party shall pursue such objectives in good faith and make all reasonable efforts to accomplish the same; the other party shall likewise in good faith cooperate and assist the other party in accomplishing this task.

B. Other Instruments.

The parties hereto shall, whenever and as often as reasonably requested to do so by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purpose of this Lease.

C. Captions, Headings and Exhibits.

The captions and headings of this Lease are for convenience only and have no force and effect in the interpretation or construction of this Lease. All exhibits attached hereto are by this reference incorporated herein as though fully set forth in this Lease.

D. Severability.

If any term, provision, covenant or condition of this Lease shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Lease shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Lease.

E. Successors and Assigns.

Except as restricted herein, this Lease shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

F. Waiver.

The waiver of any breach of any provision hereunder by any party to this Lease shall not be deemed to be a waiver of any preceding or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

G. Governing Law.

The validity and interpretation of this Lease shall be governed by the laws of the State of California.

H. Notices.

All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective, shall be in writing, and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested), by Federal Express or other similar overnight delivery service directed at the address of such party as follows:

ToLessor: Rio School District
Attn: District Superintendent
2500 E. Vineyard Avenue
Oxnard, CA 93036

ToLessee: City of Oxnard
Attn: City Manager
300 West Third Street
Oxnard, CA 93030

Any written communications given by mail shall be deemed delivered two business days after such mailing date and any written communications given by overnight delivery service shall be deemed delivered one business day after the dispatch date. A party may change their address by giving the other party written notice of their new address as herein provided.

I. Attorneys' Fees.

If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Lease, the party, if any, prevailing on the more substantial portion of its claims and defenses shall be entitled to recover actual attorneys' fees, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees shall not be computed in accordance with any court schedule but shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith.

J. Entire Agreement.

Except as otherwise stated in this Lease, this Lease contains the entire agreement between the parties hereto with respect to its subject matter. All prior agreements, understandings, representations or negotiations are hereby superseded, terminated and cancelled in their entirety, and are of no further force or effect. No promises, representations, warranties or covenants not included in this Lease, either oral or written, have been or are relied upon by any party.

K. Amendment.

Parties agree that the terms and conditions of this Lease may be reviewed or modified at any time. Any modifications to this Lease, however, shall be effective only when agreed to in writing by both Lessee and Lessor.

L. Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

(signatures appear on next page)

IN WITNESS WHEREOF, the following have executed this Lease as of the Effective Date written above.

LESSEE

CITY OF OXNARD

____
Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

______________________________ For
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

____
James Cameron, Finance Director

LESSOR

RIO SCHOOL DISTRICT

____
Dr. John Puglisi , Superintendent

APPROVED AS TO AMOUNT:

____
Karen R. Burnham
Interim City Manager

005864.00017
11321762.1

ATTACHMENT 1
EXHIBIT F
PAGE 34 OF 40

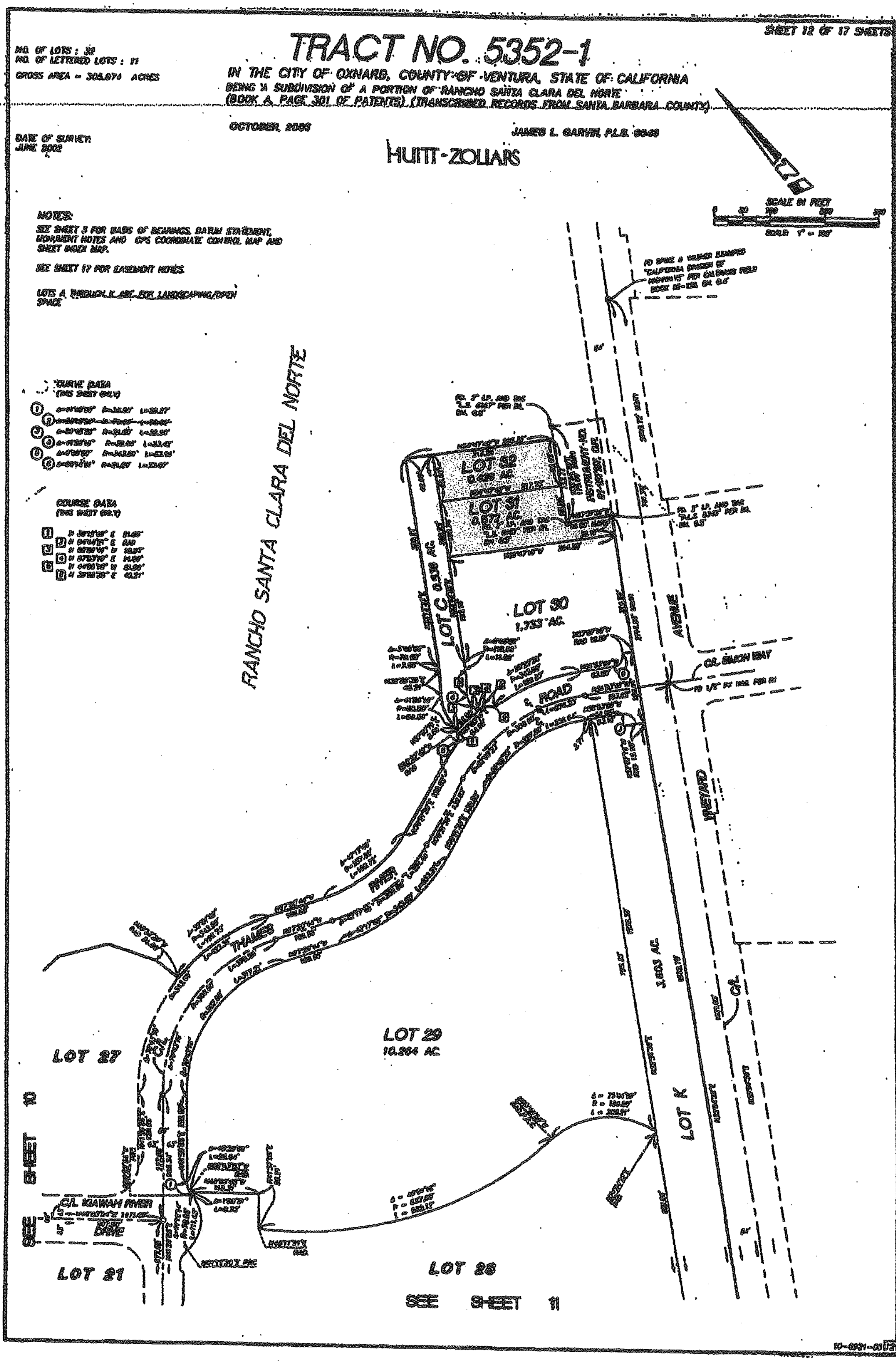
LEGAL DESCRIPTION
GRANT DEED TO THE RIO SCHOOL DISTRICT

Lots 31 and 32 of Tract No. 5352-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map as filed in Book 150, Pages 76 through 92, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

Containing an area of 1.001 acre, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

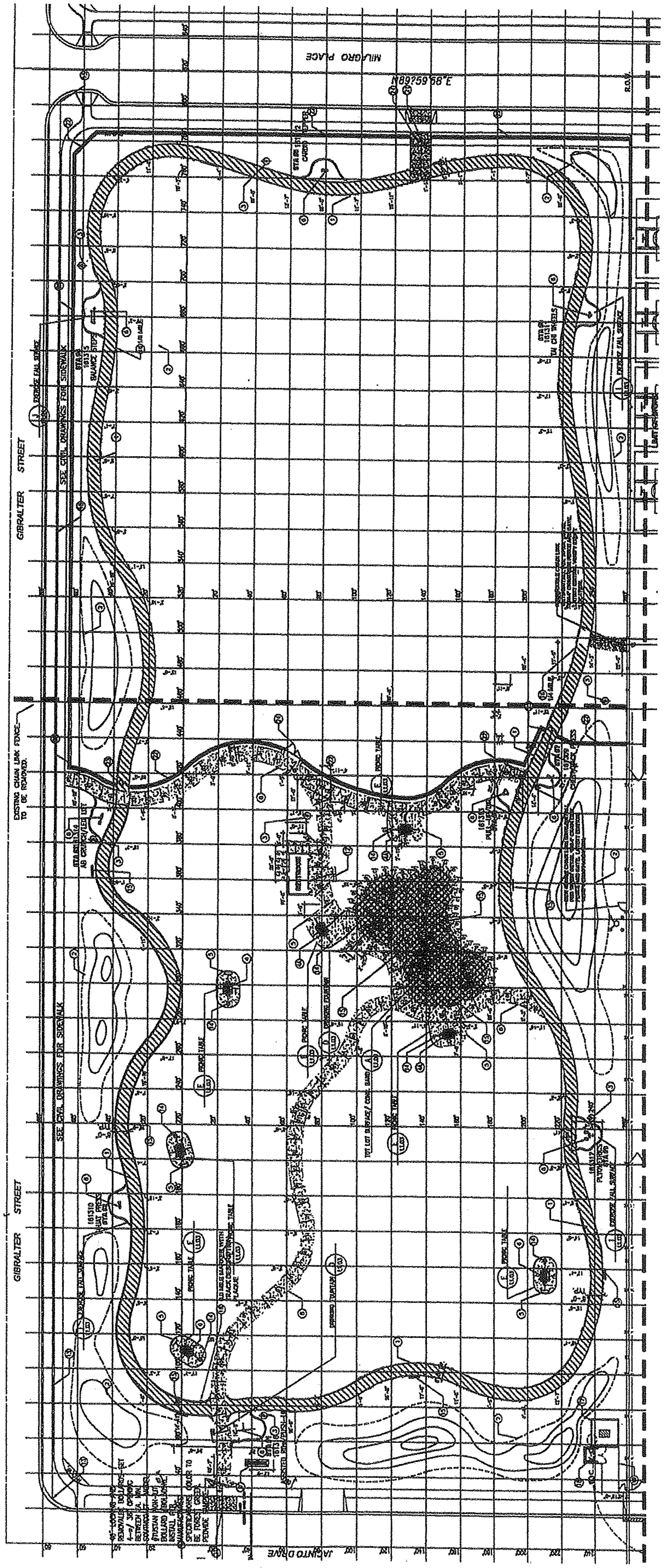
150MR97



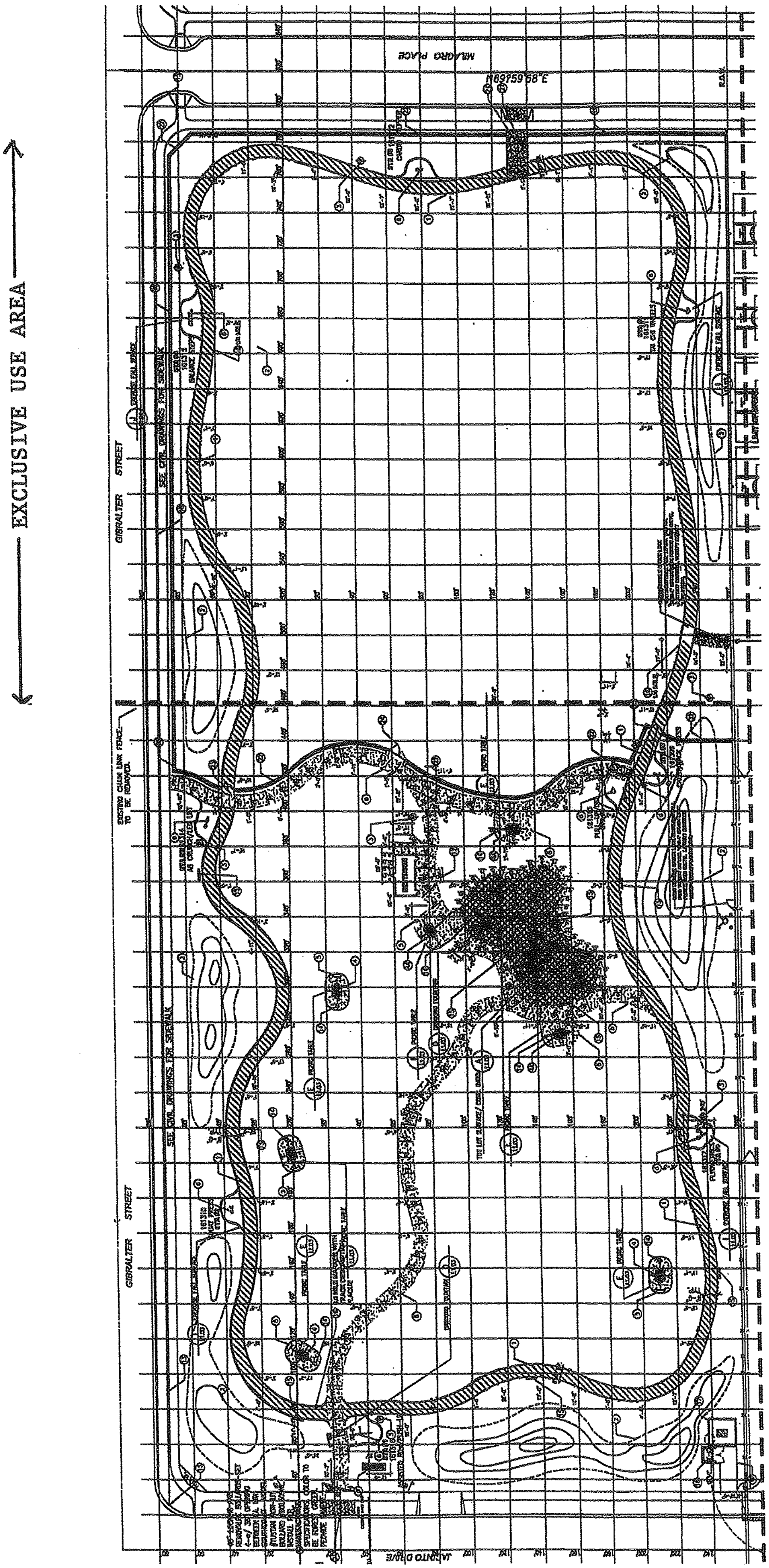
ATTACHMENT 1
EXHIBIT F
PAGE 36 OF 40

East Village Park -2051 Jacinto Dr., Oxnard

This is a new park and will require all site work for excavating, backfilling, compacting and drainage systems. Installation of site utilities will include water, sewer and electrical. The new park features will include a synthetic running track around the perimeter; concrete walkways throughout; a playground, with two distinct age groups equipment; exercise equipment area; restrooms; picnic areas with tables and barbeque; landscaping including irrigation system with trees and plantings. Fencing around the park area will include distinct fencing as separation between the school grounds and the City park area.



ATTACHMENT 1
EXHIBIT G
PAGE 38 OF 40



ATTACHMENT 1
EXHIBIT H
PAGE 40 OF 40

EXHIBIT H

EXCLUSIVE USE AREA

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: City Manager **Date:** July 30, 2013
Project/Program Manager: Michael Henderson **Phone:**

Reason for Appropriation:

Appropriate Measure O and Quimby funds as required by the Joint Use Agreement with the Rio School District.

Accounts and Descriptions		**AMOUNT**
Fund: Measure O 1/2 Cent Sales Tax (104)		
Expenditures/Transfers Out		
East Village Park (135705)		
104-5749-826.86-04	CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	2,674,000
	Sub-total Expenditures	2,674,000
	Net Change to Fund Balance	**(2,674,000)**
Fund: Quimby Fees (351)		
Expenditures/Transfers Out		
East Village Park (135705)		
351-5749-826.86-04	CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW	675,775
	Sub-total Expenditures	675,775
	Net Change to Fund Balance	**(675,775)**
	Net Appropriation Change	**3,349,775**

Approvals

Department Director ______________________

Chief Financial Officer James Cameron

City Manager ______________________

ATTACHMENT 2
EXHIBIT ____
PAGE 1 OF 1

SBA# (Finance Use Only)__________
BA Doc# (Finance Use Only)__________
Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07 /30 /2013

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). ______	■ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Michael More ______ Agenda Item No. K-2

Reviewed By: City Manager MMH City Attorney ______ Finance JC Other *(Specify)*

DATE: July 22, 2013

TO: City Council

FROM: James Cameron, Chief Financial Officer James Cameron
Finance Department

SUBJECT: **Community Facilities District No. 3 (Seabridge) Bond Refunding**

RECOMMENDATION

That City Council adopt a resolution authorizing the issuance and delivery of not more than $32 million in principal amount of Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds, and approving certain documents and authorizing certain actions in connection therewith.

DISCUSSION

On November 15, 2005, the City issued $32,275,000 in Community Facilities District No. 3 (Seabridge) ("CFD No. 3") Special Tax Bonds (the "Bonds"). The Bonds were issued to pay for infrastructure associated with the Seabridge development. Within the past few months, there arose an opportunity to refinance the Bonds, which would result in measurable savings to property owners.

Staff provided a verbal presentation of this refunding plan including financing team participants during a study session on April 9, 2013.

Due to a recent large swing in interest rates in the municipal bond market, a traditional bond refunding no longer provides positive net present value savings. However, the underwriter on this transaction, Piper Jaffray & Co., has presented the alternative of a private placement to refund the Bonds, at an interest rate of 4% with Western Alliance Bank. This will result in net present value savings to the property owners of approximately 8%. Typically, savings of at least 3% are recommended before proceeding with a bond refunding.

The attached resolution (Attachment No. 1) accomplishes the following:

- Approves the form of the following documents:
    - Fiscal Agent Agreement (Attachment No. 2)

  - Placement Agent Agreement (Attachment No. 3)
  - Escrow Agreement (Attachment No. 4)

- Approves the sale of a single series of bonds in an amount not to exceed $32,000,000.

- Authorizes the Mayor, Mayor Pro-Tem, City Clerk, City Manager, Chief Financial Officer, and City Attorney, as appropriate, to execute all of the above documents, and such other documents and certifications that may be necessary to consummate the transaction.

- Authorizes the Chief Financial Officer to select a municipal bond insurer if the Chief Financial Officer determines that a municipal bond insurance policy issued by such insurer will result in a lower interest rate or yield to maturity with respect to all or a portion of the Bonds and to undertake all acts necessary to obtain such insurance.

- Appoints Wells Fargo Bank, N.A., as escrow holder and fiscal agent.

FINANCIAL IMPACT

There is no financial impact to the General Fund relative to the approval of the attached documents; reduction / savings of annual debt service payments will be reflected in the FY 2013-14 CFD No. 3 (Fund 520). The property owners will realize savings of approximately 8% upon closing of the transaction.

Attachments

#1 - Resolution authorizing the issuance of refunding bonds for CFD No. 3
#2 - Fiscal Agent Agreement
#3 - Placement Agent Agreement
#4 - Escrow Agreement

RESOLUTION NO. ________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE ISSUANCE AND DELIVERY OF NOT MORE THAN $32,000,000 IN PRINCIPAL AMOUNT OF COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD 2013 SPECIAL TAX REFUNDING BONDS, AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City Council (the "City Council") of the City of Oxnard (the "City") acts as the legislative body of Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard (the "District"); and

WHEREAS, on November 23, 2004, the City Council adopted Resolution No. 12,737, which established the District and called for an election to approve the levy of special taxes (the "Special Taxes") within the District in accordance with the Rate and Method of Apportionment of Special Tax (the "Rate and Method") set forth in Attachment A to Resolution No. 12,737, which levy of the Special Taxes was approved by the qualified electors of the District at an election held on November 23, 2004; and

WHEREAS, on November 23, 2004, the City Council also adopted Resolution No. 12,738, which determined the necessity to incur bonded indebtedness in an amount not to exceed $35,000,000 within the District, which bond authorization was approved by the qualified electors of the District at an election held on November 23, 2004; and

WHEREAS, on December 14, 2004, the City Council adopted Ordinance No. 2676 authorizing the levy of the Special Taxes within the District pursuant to the Rate and Method; and

WHEREAS, on October 18, 2005, the City Council adopted Resolution No. 12,959, which authorized the issuance of bonds for the District in an aggregate principal amount of not to exceed $35,000,000; and

WHEREAS, on November 15, 2005, the District issued $32,275,000 aggregate principal amount of the Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2005 Special Tax Bonds (the "Prior Bonds"), of which $30,810,000 in principal amount is currently outstanding; and

WHEREAS, the foregoing actions of the City Council and the qualified electors of the District were made pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code, known as the "Mello Roos Community Facilities Act of 1982" (the "Act"); and

WHEREAS, the City Council, as the legislative body of the District, has determined to issue up to $32,000,000 aggregate principal amount of Community Facilities District No. 3

(Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds (the "Bonds") secured by the Special Taxes levied within the District to provide moneys to refund the Prior Bonds; and

WHEREAS, the District proposes to enter into a Fiscal Agent Agreement (the "Fiscal Agent Agreement") by and between the District and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"), and acknowledged and agreed to by Bank of Nevada, a Nevada corporation, as the original purchaser of the Bonds (the "Original Purchaser"), to provide for the issuance of the Bonds pursuant to the Act; and

WHEREAS, the City Council has determined that the issuance of the Bonds pursuant to the Act does not require approval of the qualified electors of the City or the District; and

WHEREAS, the City Council has determined that, because of the need for flexibility in timing the sale of the Bonds to achieve maximum interest cost savings, it is desirable to sell the Bonds via a private placement of the Bonds with the Original Purchaser; and

WHEREAS, to effectuate such private placement, the District proposes to enter into a Placement Agent Agreement (the "Placement Agent Agreement") by and between the District and Piper Jaffray & Co. (the "Placement Agent"), pursuant to which the Placement Agent will place the Bonds with the Original Purchaser; and

WHEREAS, the City Council has appointed First Southwest Company as financial advisor (the "Financial Advisor") to, among other things, advise the District and the City with respect to Bond interest rates, placement agent fees, and other financing matters relating to the issuance of the Bonds; and

WHEREAS, the City Council has appointed Goodwin Procter LLP as bond counsel ("Bond Counsel") to prepare proceedings for the issuance, sale, and delivery of the Bonds; and

WHEREAS, the District proposes to enter into an Escrow Agreement (the "Escrow Agreement") by and between the District and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Holder"), to provide for the payment and redemption of all outstanding Prior Bonds on September 1, 2013; and

WHEREAS, the forms of the following documents are on file with the City Clerk of the City (the "City Clerk") and have been submitted to the City Council, and the Chief Financial Officer of the City (the "Chief Financial Officer"), acting as such on behalf of the City and the District, in consultation with the Placement Agent, the Financial Advisor, and Bond Counsel, has examined and approved each document and has recommended that the City Council direct the completion, where appropriate, and the execution and delivery of such documents and the consummation of such financing:

(a) Fiscal Agent Agreement;
(b) Placement Agent Agreement; and
(c) Escrow Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING AS THE LEGISLATIVE BODY OF THE DISTRICT, DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are, and each of them is, true and correct.

SECTION 2. The Fiscal Agent Agreement, substantially in the form on file with the City Clerk, is approved. The Mayor of the City (the "Mayor") and the City Clerk are authorized and directed, for and in the name of the District, to execute and deliver the Fiscal Agent Agreement with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. A single series of the Bonds is authorized to be issued; provided that the maximum bonded indebtedness may not exceed $32,000,000. The Bonds shall be issued upon the terms and conditions contained in the Fiscal Agent Agreement, which terms and conditions are incorporated herein by this reference. Notwithstanding the foregoing, in accordance with Section 53362.5 of the California Government Code, the Bonds shall not be issued if the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds exceeds the total net interest cost to maturity on the Prior Bonds plus the principal amount of the Prior Bonds. The Mayor and the City Clerk are authorized and directed, for and in the name of the District, to execute (manually or by facsimile) and deliver the Bonds with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 4. The Escrow Agreement, substantially in the form on file with the City Clerk, is approved. The Chief Financial Officer is authorized and directed, for and in the name of the District, to execute and deliver the Escrow Agreement with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. Wells Fargo Bank, National Association, having its principal corporate office in Los Angeles, California, is appointed as Fiscal Agent for the Bonds under the Fiscal Agent Agreement and as Escrow Holder for the Prior Bonds under the Escrow Agreement, with the respective powers and duties of each of said office as set forth therein. The Fiscal Agent is requested and directed to execute and deliver the Bonds to the Original Purchaser in accordance with written instructions to be executed on behalf of the District by the Chief Financial Officer.

SECTION 6. The City Council finds and determines that a private placement of the Bonds by the Placement Agent will result in a lower overall cost to the District, and the Bonds shall be sold pursuant to such negotiated sale.

SECTION 7. The Placement Agent Agreement, substantially in the form on file with the City Clerk, is approved. The Chief Financial Officer is authorized and directed, for and in the name of the District, to execute and deliver the Placement Agent Agreement with such changes, insertions, and omissions as the Chief Financial Officer, with the advice of the Financial Advisor, shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the aggregate principal amount of the Bonds shall not exceed $32,000,000, the interest rates or yields to maturity on the Bonds are such that the true interest cost does not exceed five percent (5.00%), and the placement agent fee payable to the Placement Agent with respect to the Bonds does not exceed forty-seven one hundredths of one percent (0.47%), excluding any original issue discount or premium.

SECTION 8. Pursuant to Section 53340.2 of the California Government Code, the Chief Financial Officer is designated as the office that is responsible for annually preparing the current roll of Special Tax levy obligations and for estimating future Special Tax levies.

SECTION 9. With respect to the Bonds and in accordance with the policy of the City Council, the selection of (a) Goodwin Procter LLP, as bond counsel, (b) First Southwest Company, as financial advisor, and (c) Causey Demgen & Moore Inc., as verification agent, is approved.

SECTION 10. The fiscal agent for the Prior Bonds is authorized to transfer any funds on deposit in the funds and accounts for the Prior Bonds to such funds and accounts as directed by the Fiscal Agent Agreement or the Escrow Agreement.

SECTION 11. The Mayor, the Mayor Pro-Tem of the City (the "Mayor Pro-Tem"), the City Manager of the City (the "City Manager"), the City Clerk, the Chief Financial Officer, the City Attorney of the City, and any other proper officer of the City are each authorized and directed to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Fiscal Agent Agreement, the Placement Agent Agreement, the Escrow Agreement, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, and tax certificates, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 12. Any document the execution of which by the Mayor is authorized by this Resolution shall, in the absence or inability to act of the Mayor, be executed by the Mayor Pro-Tem or by any authorized designee of the Mayor or the Mayor Pro-Tem. Any document the execution of which by the City Clerk is authorized by this Resolution shall, in the absence or inability to act of the City Clerk, be executed by any person so designated in writing by the City Clerk or by any other proper officer of the City acting on behalf of the City Clerk. Any document the execution of which by the Chief Financial Officer is authorized by this Resolution shall, in the absence or inability to act of the Chief Financial Officer, be executed by the Financial Services Manager of the City or, in the absence or inability to act of such Financial Services Manager, by any person so designated in writing by the Chief Financial Officer or by any other proper officer of the City acting on behalf of the Chief Financial Officer.

SECTION 13. All actions previously taken by the City Council and by the officers and staff of the City on behalf of the City and the District with respect to the matters addressed by this Resolution are approved, ratified, and confirmed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SECTION 14. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 30th day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

______________________________ For
Stephen M. Fischer, Acting City Attorney

APPROVED AS TO CONTENT:

James Cameron
____
James Cameron,
Chief Financial Officer

FISCAL AGENT AGREEMENT
DATED AS OF AUGUST 1, 2013

Executed by

COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
OF THE CITY OF OXNARD

acting through the

CITY COUNCIL OF THE
CITY OF OXNARD,

as its legislative body,

and by

WELLS FARGO BANK, NATIONAL ASSOCIATION

as the Fiscal Agent,

and acknowledged and agreed to by

ALLIANCE BANK OF ARIZONA, A DIVISION OF WESTERN ALLIANCE BANK

as the Original Purchaser

Relating to:
$[PRINCIPAL AMOUNT]
Community Facilities District No. 3
(Seabridge at Mandalay Bay)
of the City of Oxnard
2013 Special Tax Refunding Bonds

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FISCAL AGENT AGREEMENT

This FISCAL AGENT AGREEMENT, dated as of August 1, 2013 (this "**Fiscal Agent Agreement**"), is executed by and between COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD (the "**District**") acting through the City Council (the "**City Council**") of the City of Oxnard, California (the "**City**"), as the legislative body of the District, and by WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent (the "**Fiscal Agent**") on behalf of the Owners of the Bonds (as such terms are hereafter defined), and acknowledged and agreed to by ALLIANCE BANK OF ARIZONA, A DIVISION OF WESTERN ALLIANCE BANK, as the original purchaser of the Bonds (the "**Original Purchaser**").

WITNESSETH:

WHEREAS, on November 23, 2004, the City Council adopted Resolution No. 12,737, which established the District and called for an election to approve the levy of special taxes (the "**Special Taxes**") within the District in accordance with the Rate and Method of Apportionment of Special Tax (the "**Rate and Method**") set forth in Attachment A to Resolution No. 12,737, which levy of the Special Taxes was approved by the qualified electors of the District at an election held on November 23, 2004; and

WHEREAS, on November 23, 2004, the City Council also adopted Resolution No. 12,738, which determined the necessity to incur bonded indebtedness in an amount not to exceed $35,000,000 within the District, which bond authorization was approved by the qualified electors of the District at an election held on November 23, 2004; and

WHEREAS, on December 14, 2004, the City Council adopted Ordinance No. 2676 authorizing the levy of the Special Taxes within the District pursuant to the Rate and Method; and

WHEREAS, on October 18, 2005, the City Council adopted Resolution No. 12,959, which authorized the issuance of bonds for the District in an aggregate principal amount of not to exceed $35,000,000; and

WHEREAS, on November 15, 2005, the District issued $32,275,000 aggregate principal amount of the Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2005 Special Tax Bonds (the "**Prior Bonds**"), of which $30,810,000 in principal amount is currently outstanding; and

WHEREAS, the foregoing actions of the City Council and the qualified electors of the District were made pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code, known as the "Mello Roos Community Facilities Act of 1982" (the "**Act**"); and

WHEREAS, pursuant to Resolution No. ________ adopted by the City Council, as the legislative body of the District, on __________, 2013, the District has determined to issue up to

$__________ aggregate principal amount of Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds (the "**Bonds**") secured by the Special Taxes levied within the District to provide moneys to refund the Prior Bonds and has authorized the execution of the Bonds; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds from time to time, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured, and to secure the payment of the principal thereof and premium (if any) and interest thereon, the District has authorized the execution and delivery of this Fiscal Agent Agreement; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal limited obligations of the District, and to constitute this Fiscal Agent Agreement a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Fiscal Agent Agreement has been in all respects duly authorized;

NOW, THEREFORE, THIS FISCAL AGENT AGREEMENT WITNESSETH:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, the following terms shall have the following meanings:

"**Act**" means the Mello Roos Community Facilities Act of 1982, constituting Section 53311 *et seq*. of the California Government Code, as amended.

"**Administrative Expense Fund**" means the fund created hereunder designated as "Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Administrative Expense Fund."

"**Administrative Expenses**" mean the ordinary and necessary costs of administering the levy and collection of the Special Taxes and all other administrative costs and incidental expenses related to the Bonds or the Special Taxes, including but not limited to annual audit fees, Fiscal Agent fees, Escrow Holder fees, fees incurred in connection with the calculation of arbitrage rebate due to the federal government, costs of compliance with disclosure obligations of the District and other costs permitted by the Act.

"**Authorized Investments**" means, subject to Section 5.01 hereof, any of the investments listed in Exhibit C attached hereto and incorporated herein by this reference, provided at the time of investment the investment is a legal investment under the laws of the State of California for the moneys proposed to be invested therein.

"**Authorized Representative of the District**" means the City Manager, City Attorney, Mayor, Chief Financial Officer, City Treasurer, or any other officer or employee of the City authorized by the City Council or by an Authorized Representative of the District to undertake the action referenced in this Fiscal Agent Agreement as required to be undertaken by an Authorized Representative of the District.

"**Bond Counsel**" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"**Bond Register**" means the books that the Fiscal Agent shall keep or cause to be kept on which the registration and transfer of Bonds shall be recorded.

"**Bonds**" means the Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds authenticated and delivered under this Fiscal Agent Agreement.

"**Bond Service Fund**" means the fund created hereunder designated as "Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Bond Service Fund."

"**Bond Year**" means the period beginning on the Closing Date and ending on September 1, 2013, and each successive twelve-month period beginning on September 2 and ending on the following September 1 in any year during which Bonds are or will be Outstanding; provided, however, that the final Bond Year shall end on the date on which the Bonds are fully paid or redeemed.

"**Business Day**" means a day that is not a Saturday, Sunday, or legal holiday on which banking institutions in the State, or in any state in which the Office of the Fiscal Agent is located, are closed, or a day on which the New York Stock Exchange is authorized or obligated by law or executive order to be closed.

"**CDIAC**" means the California Debt and Investment Advisory Commission of the office of the Treasurer of the State of California or any successor agency or bureau thereto.

"**Chief Financial Officer**" means the Chief Financial Officer of the City, or any designee thereof.

"**City**" means the City of Oxnard, California.

"**City Council**" means the City Council of the City.

"**Closing Date**" means August __, 2013, the date on which the Bonds are delivered to the Original Purchaser of the Bonds.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Costs of Issuance**" means all items of expense directly or indirectly payable by or reimbursable to the District or the City and related to the authorization, execution, and delivery of this Fiscal Agent Agreement, the Escrow Agreement, and the related sale of the Bonds, including, but not limited to, costs of preparation, reproduction, and printing, as applicable of any documents, including, without limitation, the preliminary and final official statements for the Bonds, costs of rating agencies and costs to provide information required by rating agencies, costs and fees relating to the provision of any municipal bond insurance policy, filing fees, initial fees and charges of the Fiscal Agent, fees and charges of the District or the City, legal fees and charges, fees and expenses of consultants and professionals, fees and expenses of the financial advisor, fees and charges for preparation, execution, and safekeeping of the Bonds and any other charge, cost, or fee in connection with the original sale, execution, and delivery of the Bonds.

"**Costs of Issuance Fund**" means the fund created hereunder designated as "Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Costs of Issuance Fund."

"**County**" means the County of Ventura, California.

"**District**" means Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard.

"**Escrow Agreement**" means the Escrow Agreement, dated as of August 1, 2013, by and between the District, acting through the City Council, and the Escrow Holder relating to the Prior Bonds, as may be amended or supplemented.

"**Escrow Fund**" means the fund by that name which is established in the Escrow Agreement.

"**Escrow Holder**" means Wells Fargo Bank, National Association, acting in its capacity as such under the Escrow Agreement, and any successor thereto.

"**Event of Default**" shall have the meaning given to such term in Section 10.01 hereof.

"**Fiscal Agent**" means Wells Fargo Bank, National Association, a national banking association, duly organized and existing under and by virtue of the laws of the United States of America having a corporate trust office in Los Angeles, California, or its successor as the Fiscal Agent hereunder.

"**Fiscal Agent Agreement**" means this Fiscal Agent Agreement, dated as of August 1, 2013, by and between the District and the Fiscal Agent, and acknowledged and agreed to by the Original Purchaser, as amended or supplemented pursuant to the terms hereof.

"**Fiscal Year**" means the twelve-month period ending on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its Fiscal Year in accordance with applicable law.

"**Gross Taxes**" mean (i) all Special Taxes and (ii) all proceeds from the sale of property collected pursuant to the foreclosure provisions of the Act and this Fiscal Agent Agreement for the delinquency of such Special Taxes.

[TO BE CONFIRMED/REVISED:] "**Hedging Agreements**" means any interest rate swap agreements, interest rate cap agreements, and interest rate collar agreements, or any other agreements or arrangements entered into by the Original Purchaser associated with and pertaining to its purchase of the Bonds and designed to protect the Original Purchaser against fluctuations in interest rates.

"**Interest Payment Date**" means each March 1 and September 1, commencing March 1, 2014.

"**Letter of Representations**" means a letter substantially in the form attached hereto as Exhibit E delivered by each purchaser of the Bonds to the District to the effect, among other things, that such purchaser (a) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the Bonds, (b) is acquiring the Bonds for its own account for the purpose of investment and not with a view to the distribution thereof, and (c) has no present intention of selling, negotiating, transferring, or otherwise disposing of the Bonds so purchased.

"**Moody's**" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term Moody's shall be deemed to refer to any other nationally recognized securities rating agency selected by the District and approved by the Fiscal Agent.

"**Net Taxes**" mean, for each Fiscal Year, the amount of all Gross Taxes minus the Priority Administrative Expense Amount for such Fiscal Year.

"**Office**" means the designated corporate trust office of the Fiscal Agent, located in Los Angeles, California.

"**Outstanding**" or "Outstanding Bonds" means all Bonds theretofore or thereupon being authenticated and delivered by the Fiscal Agent under this Fiscal Agent Agreement except:

(1) Bonds theretofore cancelled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(2) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Fiscal Agent pursuant to this Fiscal Agent Agreement; and

(3) Bonds for the payment of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Fiscal Agent in accordance with Section 8.01 hereof (whether on or prior to the maturity date of such Bonds).

"**Owner**" or "**Bond Owner**" means the person or persons in whose name or names any Bond is registered, including, without limitation, the Original Purchaser.

"**Original Purchaser**" means Alliance Bank of Arizona, a division of Western Alliance Bank.

"**Prepayments**" means any amounts paid by the District to the Fiscal Agent and designated by the District as a prepayment of Special Taxes for one or more parcels in the District made in accordance with the Rate and Method.

"**Prepayment Account**" means the account within the Bond Service Fund and designated as "Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Prepayment Account."

"**Prior Bonds**" means the Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2005 Special Tax Bonds issued on November 15, 2005, in $32,275,000 aggregate principal amount. As of the Closing Date, $30,810,000 in principal amount of the Prior Bonds are outstanding.

"**Prior Bonds Acquisition and Construction Fund**" means the fund designated "Community Facilities District No. 3 (Seabridge at Mandalay Bay) Acquisition and Construction Fund," established and administered under the Prior Bonds Indenture.

"**Prior Bonds Administrative Expense Account**" means the Administrative Expense Account established and created within the Prior Bonds Special Tax Fund.

"**Prior Bonds Bond Payment Fund**" means the fund designated "Community Facilities District No. 3 (Seabridge at Mandalay Bay) Bond Payment Fund," established and administered under the Prior Bonds Indenture.

"**Prior Bonds Costs of Issuance Fund**" means the fund designated "Community Facilities District No. 3 (Seabridge at Mandalay Bay) Costs of Issuance Fund," established and administered under the Prior Bonds Indenture.

"**Prior Bonds Indenture**" means the Indenture, dated as of October 1, 2005, by and between the District and Wells Fargo Bank, National Association, as fiscal agent thereunder.

"**Prior Bonds Letter of Credit Fund**" means the fund designated "Community Facilities District No. 3 (Seabridge at Mandalay Bay) Letter of Credit Fund," established and administered under the Prior Bonds Indenture.

"**Prior Bonds Rebate Fund**" means the fund designated "Community Facilities District No. 3 (Seabridge at Mandalay Bay) Rebate Fund," established and administered under the Prior Bonds Indenture.

"**Prior Bonds Redemption Fund**" means the fund designated "Community Facilities District No. 3 (Seabridge at Mandalay Bay) Redemption Fund," established and administered under the Prior Bonds Indenture.

"**Prior Bonds Reserve Fund**" means the fund designated "Community Facilities District No. 3 (Seabridge at Mandalay Bay) Reserve Fund," established and administered under the Prior Bonds Indenture.

"**Prior Bonds Special Tax Fund**" means the fund designated "Community Facilities District No. 3 (Seabridge at Mandalay Bay) Special Tax Fund," established and maintained by the District and administered under the Prior Bonds Indenture.

"**Prior Bonds Surplus Fund**" means the fund designated "Community Facilities District No. 3 (Seabridge at Mandalay Bay) Surplus Fund," established and administered under the Prior Bonds Indenture.

"**Priority Administrative Expense Amount**" means $62,300 for the Fiscal Year ending June 30, 2014, as such amount shall be increased each Fiscal Year thereafter by an amount equal to two percent (2.0%) of the Priority Administrative Expense Amount in effect for the previous Fiscal Year.

"**Project**" means the acquisition, construction and installation of certain real and other tangible property with an estimated useful life of five (5) years or longer, as more particularly described in the Resolution of Formation.

"**Rate and Method**" means the Rate and Method of Apportionment for Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard included as Exhibit A to the Community Facilities District Report dated November 9, 2004, prepared pursuant to Section 53321.5 of the California Government Code.

"**Rebate Fund**" means the fund created hereunder designated as "Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Rebate Fund."

"**Rebate Requirement**" has the meaning given to such term in the Tax Certificate.

"**Record Date**" means the fifteenth calendar day of the month preceding any Interest Payment Date, regardless of whether such day is a Business Day.

[TO BE CONFIRMED/REVISED:] "**Redemption Fees**" means an amount equal to any losses, charges, breakage fees, expenses, or liabilities (including without limitation any loss of margin or anticipated profits) associated with the cancellation of any Hedging Agreements that the Original Purchaser may sustain as a result of the optional redemption of the Bonds.

[TO BE CONFIRMED/REVISED:] "**Redemption Offsets**" means an amount equal to any premium or gains realized by the Original Purchaser resulting from the cancellation of any Hedging Agreements that the Original Purchaser may realize as a result of the optional redemption of the Bonds.

"**Resolution of Formation**" means Resolution No. 12,737 adopted by the City Council on November 23, 2004.

"**S&P**" means Standard & Poor's Credit Markets Services, a division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"**Special Taxes**" mean the annual special taxes authorized under the Act to be levied on property lying within the District, as described in the Rate and Method and in accordance with the Act.

"**Special Tax Fund**" means the fund created hereunder designated as "Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Special Tax Fund."

"**State**" means the State of California.

"**Supplemental Fiscal Agent Agreement**" means any Supplemental Fiscal Agent Agreement amending or supplementing this Fiscal Agent Agreement.

"**Surplus Fund**" means the fund created hereunder designated as "Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Surplus Fund."

"**Tax Certificate**" means the Tax Certificate executed and delivered by the District on the Closing Date.

"**Yield**" has the meaning given to such term in the Tax Certificate.

Section 1.02 Rules of Construction. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and words importing persons shall include corporations, firms, associations, partnerships, limited liability companies, limited liability partnerships, trusts, or other legal entities or groups of entities, including a governmental entity or any agency or political subdivision thereof, as well as natural persons.

Section 1.03 Authorization. The parties executing this Fiscal Agent Agreement hereby represent and warrant that they have full legal authority and are duly empowered to execute this Fiscal Agent Agreement, and have taken all action necessary to authorize the execution and delivery of this Fiscal Agent Agreement.

ARTICLE II

THE BONDS

Section 2.01 Authorization. The Bonds shall be issued hereunder to obtain funds for the purpose of refinancing the Prior Bonds; provided that the aggregate principal amount of the Bonds which may be issued and Outstanding hereunder shall not exceed __________ Million __________ Thousand Dollars ($[PRINCIPAL AMOUNT]). The Bonds are designated generally as "Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds."

Section 2.02 Type and Nature of Bonds. The Bonds and interest thereon are not obligations of the City, but are limited obligations of the District secured by and payable from an irrevocable first lien on the Net Taxes. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and no Owner of the Bonds may compel the exercise of taxing power by the District or the City or the forfeiture of any of their property. The principal of and interest on the Bonds are not a debt of the District, the City, the State, or any political subdivisions of the State within the meaning of any constitutional or statutory limitation or restriction. The Bonds are not a legal or equitable pledge, charge, lien, or encumbrance upon any of the District's property or upon any of its income, receipts, or revenues, except the amounts which are, under Section 2.03 hereof and the Act, set aside for the payment of the Bonds and interest thereon and neither the members of the City Council, acting as the legislative body of the District, nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance.

Notwithstanding anything contained in this Fiscal Agent Agreement, the District shall not be required to advance any money derived from any source of income other than the Net Taxes for the payment of the interest on or the principal of the Bonds or for the performance of any covenants herein contained. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

Section 2.03 Equality of Bonds, Pledge of Net Taxes. Pursuant to the Act and this Fiscal Agent Agreement, the Bonds shall be equally payable from the Net Taxes without priority for number, issue date, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal, including sinking fund payments, of the Bonds shall be exclusively paid from the Net Taxes on deposit in the Special Tax Fund and moneys on deposit in the Bond Service Fund which are hereby set aside for the payment of the Bonds. The Net Taxes on deposit in the Special Tax Fund and moneys on deposit in the Bond Service Fund shall constitute a trust fund held for the benefit of the Owners of the Bonds to be applied to the payment of the interest on and principal, including sinking fund payments, of the Bonds and so long as any of the Bonds or interest thereon remain Outstanding shall not be used for any other purpose, except as permitted by this Fiscal Agent Agreement or any Supplemental Fiscal Agent Agreement.

Nothing in this Fiscal Agent Agreement or any Supplemental Fiscal Agent Agreement shall preclude the payment of said Bonds from proceeds of refunding bonds issued under the Act as the same now exists or as hereafter amended, or under any other law of the State.

Section 2.04 Description of Bonds; Interest Rates. The Bonds are hereby created and such Bonds shall be designated "Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds." The Bonds shall be issued in fully registered form in authorized denominations of $100,000 or any integral multiple of $5,000 in excess thereof. The Bonds shall be issued as one term Bond in the aggregate principal amount of $[PRINCIPAL AMOUNT], which Bond shall mature and be payable on September 1, 2035, and shall bear interest at the rate ______ percent (____ %) per annum.

Principal of and interest on the Bonds shall be payable in lawful money of the United States of America. The principal of the Bonds shall be payable upon presentation and surrender thereof at maturity at the Office of the Fiscal Agent. Interest with respect to each Bond shall accrue from the dated date of the Bonds. Interest on any Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that Bond, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest shall be payable from the dated date of the Bonds; provided, however, that if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or from the dated date of the Bonds if no interest has been paid or made available for payment. Interest on any Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, to the person whose name shall appear in the Bond Register as the Owner of such Bond as of the close of business on the Record Date at the address which appears on the Bond Register; provided, however, that in the case of an Owner of $1,000,000 or more in aggregate principal amount of Bonds upon written request of such Owner to the Fiscal Agent twenty (20) calendar days prior to any Interest Payment Date, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer. Interest with respect to each Bond shall be computed using a year of 360 days comprised of twelve 30-day months.

Section 2.05 Form of Bonds and Certificate of Authentication and Registration. Except as otherwise provided in Section 2.09 hereof, the Bonds and the certificate of authentication and registration thereon shall be substantially in the form attached hereto as Exhibit A and incorporated herein by this reference.

Section 2.06 Execution and Authentication. The Bonds shall be executed by the manual or facsimile signature of the Mayor of the City, and attested by the manual or facsimile signature of the City Clerk of the City. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed have been authenticated and delivered by the Fiscal Agent (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed, or mutilated Bonds), such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed such Bonds had not ceased to hold such offices.

The Bonds shall bear thereon a certificate of authentication and registration, in the form set forth in Exhibit A hereto, executed manually by the Fiscal Agent. Only such Bonds as shall bear thereon such certificate of authentication and registration shall be entitled to any right or benefit under this Fiscal Agent Agreement, and no Bond shall be valid or obligatory for any purpose until the Fiscal Agent shall have duly executed such certificate of authentication and registration.

Each purchaser of the Bonds, including the Original Purchaser, shall be required to execute a Letter of Representations in connection with such purchase.

Section 2.07 Registration of Exchange or Transfer. The registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the Office, accompanied by delivery of a written instrument of transfer in a form approved by the Fiscal Agent and duly executed by the Bond Owner or his or her duly authorized attorney. Bonds may be exchanged at the Office of the Fiscal Agent for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate. The Fiscal Agent will not charge for any new Bond issued upon any exchange, but may require the Bond Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of the same maturity, for a like aggregate principal amount. Neither the District nor the Fiscal Agent shall be required to make any such transfer or exchange of (i) Bonds on or after a Record Date and before the next ensuing Interest Payment Date (ii) any Bonds selected for redemption.

Notwithstanding the foregoing, an Owner may transfer the Bonds, but only in whole and not in part, to a commercial bank that is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended, that such Owner reasonably believes is purchasing the Bonds for its own account and that executes a Letter of Representations.

Section 2.08 Mutilated, Lost, Destroyed, or Stolen Bonds. If any Bond shall become mutilated, the Fiscal Agent shall authenticate and deliver a new Bond of like tenor, date, maturity, and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be cancelled and delivered to or upon the order of the District. If any Bond shall be lost, destroyed, or stolen, evidence of such loss, destruction, or theft may be submitted to the Fiscal Agent and, if such evidence is satisfactory to the Fiscal Agent and, if an indemnity satisfactory to the Fiscal Agent shall be given, the Fiscal Agent shall authenticate and deliver a new Bond of like tenor and maturity, numbered and dated as the Fiscal Agent shall determine in lieu of and in substitution for the Bond so lost, destroyed, or stolen. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to have been lost destroyed, or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds secured hereby. The Fiscal Agent shall not treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be executed, authenticated, and delivered hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement Bond shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond to replace a Bond which has been mutilated, lost, destroyed, or stolen, and which has matured, the Fiscal Agent may make payment with respect to such Bond upon receipt of indemnity satisfactory to the Fiscal Agent.

Section 2.09 Temporary Bonds. Any Bonds issued under this Fiscal Agent Agreement may be initially issued in temporary form exchangeable for definitive bonds. The temporary Bonds may be printed, lithographed, or typewritten, shall be of such denominations as may be determined by the District and may contain such reference to any of the provisions of this Fiscal Agent Agreement as may be appropriate. Every temporary Bond shall be executed by the District and authenticated by the Fiscal Agent in substantially the same manner as provided in Section 2.06 hereof. If the District issues temporary Bonds it will have executed and will furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation at the Office of the Fiscal Agent and the District shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same interest rates and maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Fiscal Agent Agreement as definitive Bonds issued hereunder.

Section 2.10 Bond Register. The Fiscal Agent will keep or cause to be kept, at the Office, sufficient books for the registration and transfer of the Bonds which shall at all times during reasonable business hours be open to inspection by the District, and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Bond Register, Bonds as herein provided.

The District and the Fiscal Agent may treat the person whose name appears on the Bond Register as the absolute Owner of such Bond for any and all purposes, and any notice to the contrary shall not affect the District and the Fiscal Agent. The District and the Fiscal Agent may rely on the address of the Bond Owner as it appears in the Bond Register for any and all purposes. It shall be the duty of each Bond Owner to give written notice to the Fiscal Agent of any change in such Bond Owner's address so that the Bond Register may be revised accordingly.

Section 2.11 Unclaimed Moneys. All moneys which the Fiscal Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held for the respective Owners of such Bonds, but any moneys which shall be so set aside or deposited by the Fiscal Agent and which shall remain unclaimed by the Owners of such Bonds for a period of two (2) years after the date on which any payment with respect to such Bonds shall have become due and payable shall be transferred to the General Fund of the City; provided, however, that the Fiscal Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first class mail, postage prepaid, and by a single publication in The Bond Buyer not less than ninety (90) calendar days prior to the date of such payment to the effect that said moneys has not been claimed and that after a date named therein any unclaimed balance of said moneys then remaining will be transferred to the General Fund of the City. Thereafter, the Owners of such Bonds shall look only to the General Fund of the City for payment and then only to the extent of the amount so received without any interest thereon.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01 Redemption of Bonds.

(a) Optional Redemption. **[TO BE CONFIRMED:]** The Bonds or any portion of the principal thereof, in the principal amount of $5,000 or any integral multiple thereof, may be redeemed, at the option of the City from any source of funds (excluding Prepayments transferred from the Prepayment Account of the Bond Service Fund) on any date, subject to the restrictions upon refunding of bonds specified in the Act, by giving notice as provided in Section 3.02 hereof and by paying the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption, plus any Redemption Fees and less any Redemption Offsets.

(b) Extraordinary Redemption. **[TO BE CONFIRMED:]** Each Outstanding Bond or any portion of the principal thereof, in the principal amount of $5,000 or any integral multiple thereof, may be redeemed and paid in advance of maturity from Prepayments transferred from the Prepayment Account of the Bond Service Fund on any Interest Payment Date in any year, by giving notice as provided in Section 3.02 hereof and by paying the redemption price set forth below (expressed as a percentage of the principal amount of the Bonds to be redeemed), plus accrued interest to the date of redemption, unless sooner surrendered, in which event said interest will be paid to the date of payment:

Redemption Dates	Redemption Price
March 1, 2014, through March 1, 2021	103%
September 1, 2021, and March 1, 2022	102%
September 1, 2022, and March 1, 2023	101%
September 1, 2023, thereafter	100%

(c) Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 2035, shall be called before maturity and redeemed, from the sinking fund payments that have been deposited into the Bond Service Fund, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of sinking fund payments set forth below. The Bonds so called for redemption shall be selected by the Fiscal Agent by lot and shall be redeemed at a redemption price for each redeemed Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

BONDS MATURING SEPTEMBER 1, 2035

Redemption Date (September 1)	Principal Amount
20__	
20__	
20__	
2035 (maturity)	

If the District purchases Bonds maturing on September 1, 2035, and delivers them to the Fiscal Agent at least forty-five (45) days prior to an applicable redemption date, the principal amount of such Bonds so purchased shall be credited to reduce the sinking fund payment due on such redemption date for the applicable maturity of such Bonds. All Bonds purchased by the District and delivered to the Fiscal Agent pursuant to this subsection shall be cancelled pursuant to Section 10.01 hereof.

In the event of a partial optional redemption or special mandatory redemption of any Bonds maturing on September 1, 2035, pursuant to Section 3.01(a) or (b) hereof, each of the remaining Sinking Fund Payments for such Bonds, as described above, will be reduced, as nearly as practicable, on a pro rata basis, provided that the reductions shall be made in multiples of not less than $5,000.

Section 3.02 Notice to Fiscal Agent. The Chief Financial Officer shall notify the Fiscal Agent of Bonds to be called for redemption upon Prepayment of Special Taxes in amounts sufficient therefor, or whenever sufficient surplus funds are available therefor in the Bond Service Fund. The Fiscal Agent shall select Bonds for retirement in such a way that the ratio of Outstanding Bonds to issued Bonds shall be approximately the same in each annual series or maturity insofar as possible. Within each annual series or maturity, the Fiscal Agent shall select Bonds for retirement randomly by lot. The Chief Financial Officer shall give the Fiscal Agent written notice of the aggregate amount of Bonds and maturities to be redeemed pursuant to Section 3.01(a) or (b) hereof not less than forty-five (45) days prior to the applicable redemption date.

Section 3.03 Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause at least thirty (30) days' and not more than forty-five (45) days' written notice of any redemption to be given by registered or certified mail or by personal service, to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Bond Register in the Office of the Fiscal Agent. The following shall apply:

(a) Designation. Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers (if any) and the Bond numbers of the Bonds to be redeemed by giving the individual Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Office of the Fiscal Agent for redemption at said redemption price, and shall state that further interest on such Bonds, or the portion thereof to be redeemed, will not accrue from and after the redemption date.

With respect to any notice of optional redemption of Bonds, unless at the time such notice is given the Bonds to be redeemed shall be deemed to have been paid within the meaning of Section 8.01 hereof, such notice shall state that such redemption is conditional upon receipt by the Fiscal Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay for the redemption price of the Bonds to be redeemed, and that if such moneys shall not have been so received, said notice shall be of no force and effect and the District shall not be required to redeem such Bonds. In the event a notice of redemption of Bonds contains such a condition and such moneys are not so received, the redemption of Bonds as described in the conditional notice of redemption shall not be made and the Fiscal Agent shall, within a reasonable time after the date on which such redemption was to occur, give notice to the persons and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Bonds pursuant to such notice of redemption. Neither failure to receive notice nor any defect in the notice or the mailing will affect the validity of the redemption of any Bond.

[ADD PROVISION FOR THIRD PARTY DETERMINATION/CONFIRMATION OF REDEMPTION FEES/REDEMPTION OFFSETS:] Within three (3) Business Days after its receipt of any notice of optional redemption, the Original Purchaser shall provide the District with a good faith estimate of the amounts of the Redemption Fees and the Redemption Offsets likely to be applicable on the date fixed for redemption. Within three (3) Business Days prior to such date fixed for redemption, the Original Purchaser shall provide the District with the final amounts of the Redemption Fees and the Redemption Offsets as of such redemption date. Upon learning the final amounts of the Redemption Fees and the Redemption Offsets, at any time prior to such date fixed for redemption, the District, at its sole option, may cancel such redemption of Bonds without payment or penalty to the District and shall provide notice of such cancelled redemption to the Bond Owners.

(b) Payment. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, identify, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(c) New Bonds. Upon surrender of Bonds redeemed in part only, the District shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Section 3.04 Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Service Fund or Prepayment Account on the date fixed for redemption, such Bonds so called shall become due and payable and shall cease to be entitled to any benefit under this Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed by the Fiscal Agent shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds in accordance with its retention policy then in effect.

ARTICLE IV

FUNDS AND ACCOUNTS

Section 4.01 Funds and Accounts. The following funds and accounts are hereby created and established and shall be maintained by the Fiscal Agent for the administration and control of the Special Taxes and the proceeds of the Bonds:

(1) Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Special Tax Fund (the "**Special Tax Fund**");

(2) Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Administrative Expense Fund (the "**Administrative Expense Fund**");

(3) Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Costs of Issuance Fund (the "**Costs of Issuance Fund**");

(4) Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Surplus Fund (the "**Surplus Fund**");

(5) Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Bond Service Fund (the "**Bond Service Fund**"), including the Prepayment Account therein; and

(6) Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds Rebate Fund (the "**Rebate Fund**").

Section 4.02 Disposition of Bond Proceeds and Amounts Held under Prior Bonds Indenture.

(a) The proceeds from the sale of the Bonds in the amount of $__________ (representing the aggregate principal amount of the Bonds of $[PRINCIPAL AMOUNT].00) shall be deposited as follows:

(1) The Fiscal Agent shall transfer $__________ of the proceeds of the Bonds to the Escrow Holder for deposit into the Escrow Fund established under the Escrow Agreement; and

(2) The Fiscal Agent shall deposit $__________ of the proceeds of the Bonds into the Costs of Issuance Fund.

(b) Concurrently with the delivery of the Bonds, moneys represented by cash and investments in the following funds created under the Prior Bonds Indenture shall be applied, transferred, or maintained as follows:

(1) $__________, constituting all amounts contained in the Prior Bonds Bond Payment Fund, shall be transferred to the Escrow Holder for deposit into the Escrow Fund;

(2) $__________, constituting all amounts contained in the Prior Bonds Redemption Fund, shall be transferred to the Escrow Holder for deposit into the Escrow Fund;

(3) $__________, constituting all amounts contained in the Prior Bonds Reserve Fund, shall be transferred to the Escrow Holder for deposit into the Escrow Fund;

(4) (i) $100,000.00 contained in the Prior Bonds Special Tax Fund (excluding amounts, if any, in the Prior Bonds Administrative Expense Account), shall be transferred to the Fiscal Agent for deposit into the Special Tax Fund and (ii) $__________, constituting all remaining amounts contained in the Prior Bonds Special Tax Fund (excluding amounts, if any, in the Prior Bonds Administrative Expense Account), shall be transferred to the Escrow Holder for deposit into the Escrow Fund;

(5) All amounts, if any, contained in the Prior Bonds Administrative Expense Account shall be transferred to the Fiscal Agent for deposit into the Administrative Expense Fund;

(6) All amounts, if any, contained in the Prior Bonds Surplus Fund shall be transferred to the Fiscal Agent for deposit into the Special Tax Fund;

(7) All amounts, if any, contained in the Prior Bonds Rebate Fund shall be applied as set forth in the Prior Bonds Indenture; and

(8) No amounts remain or are on deposit in the Prior Bonds Acquisition and Construction Fund, the Prior Bonds Costs of Issuance Fund, and the Prior Bonds Letter of Credit Fund.

Section 4.03 Special Tax Fund. Upon receipt, the Chief Financial Officer shall deposit all of the Gross Taxes received by the District into the Special Tax Fund. Each Fiscal Year, the Fiscal Agent shall, on each date on which the Gross Taxes have been received by the Chief Financial Officer and deposited with the Fiscal Agent, deposit the Gross Taxes in the Special Tax Fund, such Gross Taxes to be held and transferred on the dates and in the amounts set forth in the following Sections, in the following order of priority, to: (1) the Administrative Expense Fund, an amount not in excess of the Priority Administrative Expense Amount for such Fiscal Year, to pay Administrative Expenses, (2) the Bond Service Fund, (3) the Administrative Expense Fund, any additional amounts needed to pay Administrative Expenses, (4) the Rebate Fund, and (5) the Surplus Fund. Any amounts remaining on deposit in the Special Tax Fund when there are no longer any Bonds Outstanding shall be transferred to the Rebate Fund, if necessary, and otherwise shall be transferred to the District and used for any lawful purpose under the Act.

Section 4.04 Administrative Expense Fund.

(a) On or before one (1) Business Day prior to each Interest Payment Date in a given Fiscal Year, the Fiscal Agent shall withdraw from the Special Tax Fund and place in the Administrative Expense Fund an amount that, when added to any other Priority Administrative Expense Amount payment for such Fiscal Year, is not in excess of the aggregate Priority Administrative Expense Amount for such Fiscal Year, to pay Administrative Expenses.

(b) In addition to the transfers from the Special Tax Fund to the Administrative Expense described in subsection (a) above, each Fiscal Year, after all necessary amounts have been transferred to the Bond Service Fund pursuant to Section 4.06 hereof, the Fiscal Agent shall withdraw from the Special Tax Fund and place in the Administrative Expense Fund, on or before the date amounts are needed to pay Administrative Expenses (to the extent not paid pursuant to subsection (a) above), an amount necessary, together with amounts on deposit therein, to pay all remaining Administrative Expenses, if any, but any such transfers in such Fiscal Year shall not exceed the amount included in the Special Tax levy for such Fiscal Year for Administrative Expenses. No amounts transferred from the Special Tax Fund to the Administrative Expense Fund pursuant to this subsection (b) shall constitute any portion of the Priority Administrative Expense Amount.

(c) Upon receipt of a duly executed Administrative Expense Payment Request Form in substantially the form attached hereto as Exhibit B and incorporated herein by this reference, the Fiscal Agent shall pay the Administrative Expenses. Administrative Expenses shall be paid directly to the person, corporation, or entity entitled to payment hereunder and named as a Payee on the Administrative Expense Payment Request Form. Notwithstanding anything herein to the contrary, the Fiscal Agent may rely on an executed Administrative Expense Payment Request Form as complete authorization for any payments.

(d) The Fiscal Agent shall transfer all amounts remaining on deposit in the Administrative Expense Fund on the final maturity of the Bonds, after payment of any accrued Administrative Expenses, to the Special Tax Fund.

Section 4.05 Costs of Issuance Fund.

(a) Moneys in the Costs of Issuance Fund shall be applied exclusively to pay Costs of Issuance. Amounts in the Costs of Issuance Fund shall be disbursed from time to time by the Fiscal Agent from the Costs of Issuance Fund to pay Costs of Issuance, as set forth in a Written Requisition of the District in the form set forth in Exhibit D attached hereto. The Fiscal Agent shall pay all Costs of Issuance after receipt of an invoice from any such payee who requests payment in an amount that is less than or equal to the amount set forth with respect to such payee pursuant to such Written Requisition of the District requesting payment of Costs of Issuance. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 180 days from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Bond Service Fund.

(b) Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 5.01 hereof. Interest earnings and profits resulting from such investment and deposit shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

Section 4.06 Bond Service Fund.

(a) On or before one (1) Business Day prior to each Interest Payment Date, the Fiscal Agent shall withdraw from the Special Tax Fund to the extent required, and place in the Bond Service Fund an amount equal, together with amounts on deposit therein, to all of the principal and all of the interest due and payable on all of the Bonds on the next Interest Payment Date. One (1) Business Day prior to each Interest Payment Date, the Fiscal Agent shall determine if the amounts to be on deposit in the Bond Service Fund (following the transfer of collected Special Taxes from the City) will be sufficient to pay all of the principal, including any sinking fund payments, and all of the interest due and payable on the Bonds on such Interest Payment Date. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Service Fund and pay to the Owners of the Bonds the principal of and interest then due and payable on the Bonds. If there are insufficient funds in the Bond Service Fund to make the payments provided for in the first sentence of this Subsection, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, and then to the payment of principal due on the Bonds, and then to payment of principal due on the Bonds by reason of Bonds called for redemption under 3.01 hereof.

(b) Within the Bond Service Fund there is hereby established the Prepayment Account to be held in trust by the Fiscal Agent for the benefit of the District and the Owners. The Prepayment Account shall be used exclusively for the administration of any Prepayments of Special Taxes to assure the timely redemption of Bonds. In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

(c) Moneys in the Bond Service Fund (and the account therein) shall be invested and deposited in accordance with Section 5.01 hereof. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Service Fund (and the account therein).

(d) The Fiscal Agent shall transfer any moneys remaining in the Bond Service Fund when there are no longer Bonds Outstanding to the Special Tax Fund.

Section 4.07 [Reserved].

Section 4.08 Rebate Fund.

(a) The Fiscal Agent shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund.

Subject to the transfer provisions provided in paragraph (e) below, all money at any time deposited in the Rebate Fund shall be held by the Fiscal Agent in trust, to the extent required to satisfy the Rebate Requirement, for payment to the United States of America. Neither the District nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts on deposit in the Rebate Fund shall be governed by this Section and by the Tax Certificate. The Fiscal Agent shall be deemed conclusively to have complied with such provisions if it follows the directions of the District including supplying all necessary information in the manner provided in the Tax Certificate, and shall have no liability or responsibility to enforce compliance by the District with the terms of the Tax Certificate.

(b) Upon the District's written direction, an amount equal to the Rebate Requirement specified to the Fiscal Agent shall be deposited into the Rebate Fund by the Fiscal Agent from balances in the Special Tax Fund, so that the balance in the Rebate Fund after such deposit shall equal the Rebate Requirement for the Bond Year calculated in accordance with the Tax Certificate. Computations of the Rebate Requirement shall be furnished by or on behalf of the District in accordance with the Tax Certificate.

(c) The Fiscal Agent shall have no obligation to rebate any amounts required to be rebated pursuant to this Section, other than from moneys held in the funds and accounts created under this Fiscal Agent Agreement or from other moneys provided to it by the District.

(d) The Fiscal Agent shall invest all amounts held in the Rebate Fund at the written direction of the District in Authorized Investments, subject to the restrictions set forth in the Tax Certificate. The Fiscal Agent shall retain all earnings (calculated by taking into account net gains or losses on sales or exchanges and taking into account amortized discount or premium as a gain or loss, respectively) on investments held in the Rebate Fund. Money shall not be transferred from the Rebate Fund except as provided in paragraph (e) below.

(e) Upon receipt of the District's written directions, the Fiscal Agent shall remit part or all of the balances in the Rebate Fund to the United States, as so directed. In addition, if on the first day of any Bond Year the amount credited to the Rebate Fund exceeds the Rebate Requirement and the District so directs, the Fiscal Agent will deposit moneys into or transfer moneys out of the Rebate Fund from or into such accounts or funds as directed by the District's written directions. Any funds remaining in the Rebate Fund after payment of all of the Bonds and payment and satisfaction of any Rebate Requirement shall be withdrawn and remitted to the District.

(f) Notwithstanding any other provision of this Fiscal Agent Agreement, the obligation to remit the Rebate Requirement to the United States and to comply with all other requirements of this Section and the Tax Certificate shall survive the payment in full of the Bonds.

Section 4.09 Surplus Fund.

(a) After making the transfers required from the Special Tax Fund to the Administrative Expense Fund pursuant to Section 4.04(a) and (b) hereof, the Bond Service Fund, and the Rebate Fund, as soon as practicable after each September 1, the Fiscal Agent shall transfer all remaining amounts in the Special Tax Fund not so transferred to the Surplus Fund, unless on or prior to such date, it has received a certificate of an Authorized Representative of the District directing that certain amounts be retained in the Special Tax Fund because the District has included such amounts as being available in the Special Tax Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year pursuant to Section 6.03 hereof. Moneys deposited in the Surplus Fund will be transferred by the Fiscal Agent as directed by the District in a certificate of an Authorized Representative of the District (i) to the Administrative Expense Fund to pay Administrative Expenses to the extent that the amounts on deposit in the Administrative Expense Fund are insufficient to pay Administrative Expenses, (ii) to the Bond Service Fund to pay the principal, including sinking fund payments, of, premium, if any, and interest on the Bonds when due in the event that moneys in the Special Tax Fund are insufficient therefor; or (iii) to the District for any other lawful purpose of the District.

(b) Moneys deposited in the Surplus Fund are not pledged to the repayment of the Bonds and may be used by the District for any lawful purpose. In the event that the District reasonably expects to use any portion of the moneys in the Surplus Fund to pay debt service on any Outstanding Bonds, the District shall transfer such amounts to the Fiscal Agent and instruct in writing the Fiscal Agent to segregate such amount into a separate subaccount; and the moneys on deposit in such subaccount of the Surplus Fund shall be invested in Authorized Investments the interest on which is excludable from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals and corporations under the Code) or in Authorized Investments at a Yield not in excess of the Yield on the Bonds, unless, in the opinion of Bond Counsel, investment at a higher Yield will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds then Outstanding.

ARTICLE V

INVESTMENTS

Section 5.01 Investments. Obligations purchased as investments of moneys in any fund or account in which investments are authorized shall be deemed at all times to be a part of such fund or account. Earnings on the investment of any moneys on deposit in the Special Tax Fund, the Administrative Expense Fund, the Bond Service Fund, the Costs of Issuance Fund, the Surplus Fund, or the Rebate Fund shall be held in each such fund or account. Subject to the restrictions set forth herein, moneys in said funds and accounts may be from time to time invested by the Fiscal Agent at the written direction of an Authorized Representative of the District, or if no such written direction is given, in Authorized Investments described in clause (15) of the definition thereof so long as:

(a) Moneys in the Administrative Expense Fund shall be invested in obligations that will by their terms mature no later than the date on which moneys must be available to meet scheduled payments of Administrative Expenses;

(b) Moneys in the Costs of Issuance Fund shall be invested in obligations that will by their terms mature no later than the date on which moneys must be available to pay Costs of Issuance; and

(c) Moneys in the Bond Service Fund shall be invested only in obligations which will by their terms mature on such dates so as to ensure the payment of principal and interest on the Bonds as the same become due.

Subject to the restrictions set forth in Section 6.06 hereof, the Fiscal Agent shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer for such funds and accounts or from such funds and accounts. For the purpose of determining at any given time the balance in any fund or account, any such investments constituting a part of such fund and account shall be valued at their original cost. Notwithstanding anything herein to the contrary, the Fiscal Agent shall not be responsible for any loss from any investments authorized pursuant to this Fiscal Agent Agreement.

ARTICLE VI

COVENANTS

Section 6.01 Punctual Payment. The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond issued hereunder to the extent Net Taxes are available therefor, in strict conformity with the terms of the Bonds and this Fiscal Agent Agreement, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Fiscal Agent Agreement as it may be amended from time to time.

Section 6.02 Limits on Additional Debt. The District covenants that it will not mortgage or otherwise encumber, pledge or place any charge upon any of the Gross Taxes, and will not issue any obligation or security superior to or on a parity with the Bonds, payable in whole or in part from the Net Taxes.

Section 6.03 Levy of Special Tax. Subject to the limitations on the rate of Special Taxes, the District shall levy or cause to be levied the Special Taxes in an amount anticipated to be sufficient, together with any moneys on deposit in the Special Tax Fund or the Bond Service Fund and anticipated to be available, to pay principal of and interest on the Bonds and to pay the Administrative Expenses.

Section 6.04 Commencement of Foreclosure Proceedings. The District shall cause the City, for and on behalf of the District, to annually reconcile Special Tax levies and Special Tax collections and to order, and cause to be commenced, judicial foreclosure proceedings against (i) parcels with delinquent Special Taxes in excess of $5,000 by the

October 1 following the close of the Fiscal Year in which such Special Taxes were due, and (ii) all properties with delinquent Special Taxes by the October 1 following the close of any Fiscal Year in which the District receives Special Taxes in an amount that is less than 95% of the total Special Taxes levied. The District shall cause the City, for and on behalf of the District, to diligently prosecute to completion such foreclosure proceedings as may be necessary to collect such delinquent amounts notwithstanding the payment by the County of any Special Taxes under Sections 4701-4717 of the California Revenue and Taxation Code.

Section 6.05 Books and Accounts. The District will keep proper books of records and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Project, the levy of the Special Tax, and the deposits to the Special Tax Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent or of the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding or their representatives authorized in writing.

Section 6.06 Tax Covenants. In order to maintain the exclusion from gross income for Federal income tax purposes of the interest on the Bonds, the District covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code in that the District agrees to comply with the Tax Certificate, as such Tax Certificate may be amended from time to time, as a source of guidance for compliance with such provisions. The Fiscal Agent hereby agrees to comply with any written instructions received from the District which the District indicates must be followed in order to comply with the Tax Certificate. This covenant shall survive the payment of the Bonds.

Section 6.07 General. The District shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the District under the provisions of this Fiscal Agent Agreement. The District warrants that upon the date of execution and delivery of the Bonds, all conditions, acts and things required by law and this Fiscal Agent Agreement to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Bonds do exist, have happened and have been performed and the execution and delivery of the Bonds shall comply in all respects with the applicable laws of the State.

Section 6.08 Extension of Payment of Bonds. The District shall not directly or indirectly extend the maturity dates of the Bonds or the time of payment of interest with respect thereto. Nothing herein shall be deemed to limit the right of the District to issue any securities for the purpose of providing funds for the redemption of the Bonds and such issuance shall not be deemed to constitute an extension of the maturity of the Bonds.

Section 6.09 Protection of Rights. The District will preserve and protect the security of the Bonds and the rights of the Owners against all claims and demands of all persons, and will faithfully perform and abide by all of the covenants, undertakings, and provisions contained in this Fiscal Agent Agreement or in any Bond issued pursuant to this Fiscal Agent Agreement and will contest by court action or otherwise (a) the assertion by any officer of any government unit or any other person whatsoever against the District that (i) the Act is unconstitutional, (ii) the Special Tax is invalid, or (iii) the Special Taxes cannot be paid by the

District for the debt service on the Bonds, or (b) any other action affecting the validity of the Bonds or diluting the security therefor, including any initiatives pursuant to Section 3 of Article XIIIC of the California Constitution, or (c) any assertion by the United States of America or any department or agency thereof or any other person that the interest received by the bondholders is includable in gross income for federal income tax purposes, to the extent there are Special Taxes available for such purpose.

Section 6.10 No City Covenants. The covenants contained herein are covenants of the District only and anything in this Article VI to the contrary notwithstanding, no covenant contained herein shall be deemed to have been made by the City, other than any such covenant it may have made in its capacity as legislative body of the District.

Section 6.11 Private Activity Bond Limitation. The District shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 6.12 Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 6.13 No Arbitrage. The District shall not take, or permit or suffer to be taken by the District, the City, the Fiscal Agent, or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 6.14 Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 6.15 State Reporting Requirements. The following requirements shall apply to the Bonds:

(a) Annual Reporting. Pursuant to Government Code Section 53359.5(b), not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Chief Financial Officer shall cause the following information to be supplied to CDIAC, with a copy of such information provided to the Original Purchaser:

(1) the District's number and name;

(2) the name and title of the Bonds;

(3) if applicable, the credit rating of the Bonds and the rating agency that provided the rating;

(4) the date the Bonds were issued and their original principal amount;

(5) that no debt service reserve fund has been established for the Bonds;

(6) the principal amount of the Bonds Outstanding;

(7) (i) the number of parcels in the District Property that are delinquent with respect to their payment of Special Taxes;

(ii) the amount by which each parcel is delinquent;

(iii) the total amount of Special Taxes due on the delinquent parcels;

(iv) the length of time that each such parcel has been delinquent;

(v) whether and when foreclosure proceedings were commenced with respect to each such delinquent parcel;

(vi) the total number of parcels with respect to which foreclosure proceedings are pending; and

(g) the total amount of tax due on the foreclosure parcels for each date specified;

(8) the assessed value of all parcels subject to the Special Tax as shown on the last equalized assessment roll of the County;

(9) the total amount of Special Taxes levied in the prior Fiscal Year, the total amount of unpaid Special Taxes for that Fiscal Year, and whether the Special Taxes are paid to the City pursuant to the County's Teeter Plan, if any (see Government Code Section 54773 *et seq.*);

(10) if applicable, the reason and the date that the issue was retired; and

(11) contact information for the District officer providing the information.

The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(b) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, the Fiscal Agent shall notify the Chief Financial Officer of such failure or withdrawal in writing. The Chief Financial Officer shall notify CDIAC and the Bond Owners of such failure within ten (10) days of such failure.

(c) Amendment. The reporting requirements of this Section 6.15 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the California Government Code. The Chief Financial Officer shall provide the Fiscal Agent and the Bond Owners with a copy of any such amendment.

(d) No Liability. None of the City, the District, their respective officers, agents, and employees, or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 6.15.

Section 6.16 Limitation on Right to Tender Bonds. The District shall not adopt any policy pursuant to Section 53341.1 of the California Government Code permitting the tender of Bonds in full payment or partial payment of any Special Taxes unless the District shall have first received a certificate from an independent financial consultant to the District that the acceptance of such a tender will not result in the District having insufficient Special Tax revenues to pay the principal of and interest on the Bonds when due.

Section 6.17 Annual Reporting Requirements to Original Purchaser. **[TO BE REVISED**:] On or before each March 31, commencing March 31, 2014, the District shall provide to the Original Purchaser such information for the Fiscal Year preceding the date of provision of such information regarding the Bonds and the District as the Original Purchaser may reasonably request; provide that the District shall not be required incur any additional costs or retain any outside consultants or advisors to prepare such information.

ARTICLE VII

FISCAL AGENT

Section 7.01 Employment of the Fiscal Agent. In consideration of the recitals hereinabove set forth and for other valuable consideration, the District hereby agrees to employ the Fiscal Agent to receive, hold, invest, and disburse the moneys received hereunder; to execute, deliver, and transfer the Bonds; and to pay the principal of and interest on the Bonds to the Owners of Bonds; and to perform certain other functions; all as herein provided and subject to the terms and conditions of this Fiscal Agent Agreement.

Section 7.02 Acceptance of Employment. In consideration of the compensation herein provided for, the Fiscal Agent accepts the employment above referred to subject to the terms and conditions of this Fiscal Agent Agreement.

Section 7.03 Fiscal Agent; Duties, Removal and Resignation. By executing and delivering this Fiscal Agent Agreement, the Fiscal Agent accepts the duties and obligations of the Fiscal Agent provided in this Fiscal Agent Agreement, but only upon the terms and conditions set forth in this Fiscal Agent Agreement.

The District or the Owners of a majority in aggregate principal amount of all Bonds Outstanding may, by written request to the Fiscal Agent, remove the Fiscal Agent initially a party to this Fiscal Agent Agreement, and any successor thereto, and may appoint a successor Fiscal Agent, but any such successor shall be a bank or trust company doing business and having a corporate trust office in California, which has (or the parent holding company of which has) a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars ($50,000,000) and subject to supervision or examination by federal or state authorities. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion, or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in this Section 7.03, shall be the successor to the Fiscal Agent and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

The Fiscal Agent may resign by giving thirty (30) days written notice to the District and by giving to the Bond Owners notice of such resignation by mail at the addresses shown on the Bond Register maintained by the Fiscal Agent. Upon receiving such notice of resignation, the District shall promptly appoint a successor Fiscal Agent by an instrument in writing; provided, however, that in the event that the District does not appoint a successor Fiscal Agent within thirty (30) days following receipt of such notice of resignation, the resigning Fiscal Agent may at the expense of the District petition the appropriate court having jurisdiction to appoint a successor Fiscal Agent. Any resignation or removal of the Fiscal Agent and appointment of a successor Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

Notwithstanding any other provision of this Fiscal Agent Agreement, no removal, resignation, or termination of the Fiscal Agent shall take effect until a successor shall be appointed by the District.

Section 7.04 Compensation of the Fiscal Agent. The District shall from time to time, subject to any agreement in effect with the Fiscal Agent, pay to the Fiscal Agent reasonable compensation for its services and shall reimburse the Fiscal Agent for all its advances and expenditures, including but not limited to advances to and fees and expenses of independent appraisers, accountants, consultants, counsel, agents, and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. The Fiscal Agent shall not have any claims or lien for payment of compensation for its services against any other moneys held by it in the funds or accounts established hereunder but may take whatever legal actions are lawfully available to it directly against the District.

Section 7.05 Protection of the Fiscal Agent. The Fiscal Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, opinion, affidavit, voucher, bond, requisition, or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed, or delivered by the proper party or pursuant to any of the provisions of this Fiscal Agent Agreement, and the Fiscal Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Fiscal Agent shall not be bound to recognize any person as an Owner of any Bond or to take any action at the request of any such person unless such Bond shall be deposited with the Fiscal Agent or satisfactory evidence of the ownership of such Bond shall be furnished to the Fiscal Agent. The Fiscal Agent may consult with counsel, who may be counsel to the District or the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Fiscal Agent Agreement, the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by a certificate of the District or the City and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Fiscal Agent Agreement upon the faith thereof, but in its discretion the Fiscal Agent may (but shall have no duty), in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Fiscal Agent may buy, sell, own, hold, and deal in any of the Bonds provided pursuant to this Fiscal Agent Agreement, and may join in any action which any Owner may be entitled to take with like effect as if the Fiscal Agent were not a party to this Fiscal Agent Agreement. The Fiscal Agent, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City or the District, and may act as depositary, Fiscal Agent, or agent for any committee or body of Owners of Bonds or of obligations of the District or the City as freely as if it were not the Fiscal Agent hereunder.

The Fiscal Agent may, to the extent reasonably necessary, execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder, and the Fiscal Agent shall not be answerable for the default or misconduct of any such attorney, agent or receiver selected by it with reasonable care. The Fiscal Agent shall not be answerable for the exercise of any discretion or power under this Fiscal Agent Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

The recitals, statements, and representations by the City or the District contained in this Fiscal Agent Agreement or in the Bonds shall be taken and construed as made by and on the part of the City or District and not by the Fiscal Agent and the Fiscal Agent does not assume, and shall not have, any responsibility or obligations for the correctness of any thereof.

The Fiscal Agent undertakes to perform such duties, and only such duties as are specifically set forth in this Fiscal Agent Agreement and no implied duties or obligations shall be read into this Fiscal Agent Agreement against the Fiscal Agent.

No provision in this Fiscal Agent Agreement shall require the Fiscal Agent to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

In accepting the trust hereby created, the Fiscal Agent acts solely as the Fiscal Agent for the Owners and not in its individual capacity; and all persons, including without limitation the Owners and the City or the District having any claim against the Fiscal Agent arising from this Fiscal Agent Agreement shall look only to the funds and accounts held by the Fiscal Agent hereunder for payment except as otherwise provided herein. Under no circumstances shall the Fiscal Agent be liable in its individual capacity for the obligations evidenced by the Bonds.

The Fiscal Agent makes no representation or warranty express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose, or fitness for the use contemplated by the City or the District of the Project. In no event shall the Fiscal Agent be liable for incidental, indirect, special, or consequential damages in connection with or arising from this Fiscal Agent Agreement for the existence, furnishing, or use of the Project.

The Fiscal Agent shall not be accountable for the use or application by the City, or the District or any other party of any funds which the Fiscal Agent has released in accordance with the terms of this Fiscal Agent Agreement.

The Fiscal Agent shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Bonds.

The immunities extended to the Fiscal Agent also extend to its directors, officers, employees, and agents.

The Fiscal Agent shall not be liable for any action taken or not taken by it in accordance with the direction of a majority (or other percentage provided for herein) in aggregate principal amount of Bonds Outstanding relating to the exercise of any right, power, or remedy available to the Fiscal Agent.

The permissive right of the Fiscal Agent to do things enumerated in this Fiscal Agent Agreement shall not be construed as a duty.

The Fiscal Agent's rights to immunities and protection from liability hereunder and its rights to payment of its fees and expense shall survive its resignation or removal and final payment of the Bonds.

ARTICLE VIII

SUPPLEMENTAL FISCAL AGENT AGREEMENTS

Section 8.01 Supplemental Fiscal Agent Agreements without Bond Owner Consent. The District and the Fiscal Agent, may from time to time, and at any time, without notice to or consent of any of the Bond Owners, enter into such Supplemental Fiscal Agent Agreements as shall not be inconsistent with the terms and provisions hereof (which Supplemental Fiscal Agent Agreements or agreements shall thereafter form a part hereof) for any of the following purposes:

(a) To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Fiscal Agent Agreement or in any Supplemental Fiscal Agent Agreement, provided that such action shall not adversely affect the interests of the Bond Owners;

(b) To add to the covenants and agreements of and the limitations and the restrictions upon the District contained in this Fiscal Agent Agreement, other covenants, agreements, limitations, and restrictions to be observed by the District which are not contrary to or inconsistent with this Fiscal Agent Agreement as theretofore in effect;

(c) To modify, alter, amend, or supplement this Fiscal Agent Agreement for any reason in any other respect which is not materially adverse to the interests of Bond Owners.

Section 8.02 Supplemental Fiscal Agent Agreement with Bond Owner Consent. Exclusive of the Supplemental Fiscal Agent Agreements covered by Section 8.01 hereof, the Owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding shall have the right to consent to and approve the execution of such Supplemental Fiscal Agent Agreements as shall be deemed necessary or desirable for the purpose of waiving, modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Fiscal Agent Agreement or in any Supplemental Fiscal Agent Agreement or agreement; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the maturity date of the principal of, or the payment date of interest on, any Bond, (b) a reduction in the principal amount of any Bond or the rate of interest thereon, or (c) a reduction in the aggregate principal amount of the Bonds the Owners of which are required to consent to such Supplemental Fiscal Agent Agreement, without the consent of the Owners of all Bonds then Outstanding. Nothing herein contained, however, shall be construed as making necessary the approval by Bond Owners of the execution of any Supplemental Fiscal Agent Agreements or agreements.

Section 8.03 Notice of Supplemental Fiscal Agent Agreement to Bond Owners. If at any time the District shall desire to enter into a Supplemental Fiscal Agent Agreement, which pursuant to the terms of Section 8.02 hereof shall require the consent of the Bond Owners, the District shall so notify the Fiscal Agent and shall deliver to the Fiscal Agent a copy of the proposed Supplemental Fiscal Agent Agreement. The Fiscal Agent shall, at the expense of the District, cause notice of the proposed Supplemental Fiscal Agent Agreement (or a summary thereof) to be mailed, by first class mail postage prepaid, to all Bond Owners at their addresses as they appear in the Bond Register. Such notice shall briefly set forth the nature of the proposed Supplemental Fiscal Agent Agreement and shall state that a copy thereof is on file at the office of the Authorized Representative of the District for inspection by all Bond Owners. The failure of any Bond Owners to receive such notice shall not affect the validity of such Supplemental Fiscal Agent Agreement when consented to and approved by the Owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding as required by Section 8.02 hereof. Whenever at any time within one year after the date of the first mailing of such notice, the Fiscal Agent shall receive an instrument or instruments purporting to be executed by the Owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Fiscal Agent Agreement described in such notice, and shall specifically consent to and approve the Supplemental Fiscal Agent Agreement substantially in the form of the copy referred to in such notice as on file with the Authorized Representative of the District, such proposed Supplemental Fiscal Agent Agreement, when duly entered into by the District and the Fiscal Agent, shall thereafter become a part of the proceedings for the issuance of the Bonds. In determining whether the Owners of sixty percent (60%) of the aggregate principal amount of the Bonds have consented to the adoption of any Supplemental Fiscal Agent Agreement, Bonds which are known to the Fiscal Agent to be owned by the District or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the District, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the execution and delivery by the District and the Fiscal Agent of any Supplemental Fiscal Agent Agreement and the receipt of consent to any such Supplemental Fiscal Agent Agreement from the Owners of not less than sixty percent (60%) in aggregate principal amount of Bonds Outstanding in instances where such consent is required pursuant to the provisions of this Section, this Fiscal Agent Agreement shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Fiscal Agent Agreement of the District, the Fiscal Agent, and all Owners of Bonds then Outstanding shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

ARTICLE IX

EVENTS OF DEFAULT; REMEDIES

Section 9.01 Events of Default. Any one of more of the following events shall constitute an "Event of Default" under this Fiscal Agent Agreement.

(a) default in the due and punctual payment of any principal of or interest on the Refunding Bond when and as the same shall become due and payable; and

(b) failure by the District to observe or perform any covenant, condition, agreement, or provision in this Fiscal Agent Agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the District; except that, if such failure can be remedied but not within such sixty-day period and if the District has taken all action reasonably possible to remedy such failure within such sixty-day period, such failure shall not become an Event of Default for so long as the District shall diligently proceed to remedy same.

Section 9.02 Remedies of Owners. Upon the occurrence and continuance of an Event of Default, any Owner shall have the right for the equal benefit and protection of all Owners similarly situated:

(a) by mandamus or other action, suit, or proceeding at law or in equity to enforce such Owner's rights against the District or any of the officers or employees of the District, and to compel the District or any such officers or employees to perform and carry out their duties under the Act and the agreements and covenants with the Owners as provided in this Fiscal Agent Agreement;

(b) by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Owners; or

(c) by suit in equity upon the nonpayment of the Bonds to require the District or its officers and employees to account as the trustee of an express trust.

Section 9.03 Events of Default. In case any proceedings taken by an Owner on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to such Owner, then in every such case the District and all Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers, and duties of the District and the Owners shall continue as though no such proceedings had been taken.

Section 9.04 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 9.05 Delay or Omission Not Waiver. No delay or omission of any Owner to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Fiscal Agent Agreement or by law to the Owners may be exercised from time to time, and as often as may be deemed expedient, by the Owners.

Section 9.06 No Acceleration. The Owners have no right to declare the principal of the Bonds immediately due and payable.

Section 9.07 Attorneys' Fees. If the District defaults under any of the provisions hereof and any Owner employs attorneys (including in-house counsel) or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the District herein contained, the District will on demand therefor pay to such Owner the reasonable fees of such attorneys (including those of in-house counsel) and such other expenses so incurred by such Owner.

ARTICLE X

MISCELLANEOUS

Section 10.01 Cancellation of Bonds. All Bonds surrendered to the Fiscal Agent for payment upon maturity shall, upon payment therefor, be cancelled immediately and forthwith transmitted to or upon the order of the District. Any Bond purchased by the District as authorized herein shall be delivered to the Fiscal Agent and cancelled forthwith and shall not be reissued. All of the cancelled Bonds shall be transferred to and shall remain in the custody of the District until destroyed by the Fiscal Agent pursuant to due authorization.

Section 10.02 Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Fiscal Agent Agreement to be signed or executed by Bond Owners, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds shall be sufficient for the purposes of this Fiscal Agent Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association, or partnership, such signature guarantee shall also constitute sufficient proof of his or her authority.

(b) As to any Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of any such Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond and the interest thereon to the extent of the sum or sums so paid. Any notice shall not affect the Fiscal Agent to the contrary.

Nothing in this Fiscal Agent Agreement shall be construed as limiting the Fiscal Agent to such proof, it being intended that the Fiscal Agent may accept any other evidence of the matters herein stated which the Fiscal Agent may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Fiscal Agent in pursuance of such request or consent.

Section 10.03 Provisions Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Fiscal Agent Agreement shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Bonds; and the pledge made in this Fiscal Agent Agreement and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection, and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance, shall be of equal rank without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by this Fiscal Agent Agreement.

No remedy conferred hereby upon any Bond Owner is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law of the State. No waiver of any default or breach of duty or contract by any Bond Owner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach. No delay or omission of any Bond Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Bond Owners may be enforced and exercised as often as may be deemed expedient. In case any suit, action, or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Bond Owner shall prevail, said Bond Owner shall be entitled to receive from the Special Tax Fund reimbursement for reasonable costs, expenses, outlays, and attorney's fees and should said suit, action, or proceeding be abandoned, or be determined adversely to the Bond Owners then, and in every such case, the District and the Bond Owners shall be restored to their former positions, rights, and remedies as if such suit, action, or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds, this Fiscal Agent Agreement shall be irrevocable, but shall be subject to modification to the extent and in the manner provided in this Fiscal Agent Agreement, but to no greater extent and in no other manner.

Section 10.04 Severability. If any covenant, agreement, or provision, or any portion thereof, contained in this Fiscal Agent Agreement, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Fiscal Agent Agreement and the application of any such covenant, agreement, or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Fiscal Agent Agreement and the Bonds issued pursuant hereto shall remain valid and the Bond Owners shall retain all valid rights and benefits accorded to them under this Fiscal Agent Agreement and the Constitution and laws of the State.

Section 10.05 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Fiscal Agent Agreement to be given to or filed with the District or the Fiscal Agent shall be deemed to have been sufficiently given or filed for all purposes of this Fiscal Agent Agreement if and when delivered to or sent by certified mail, return receipt requested to:

District:

Community Facilities District No. 3
(Seabridge at Mandalay Bay) of the City of Oxnard
c/o City of Oxnard
300 West Third Street
Oxnard, CA 93030
Attention: Chief Financial Officer

Fiscal Agent:

Wells Fargo Bank, National Association
707 Wilshire Blvd., 17th Floor
Los Angeles, CA 90017
Attention: Corporate Trust Services

Ref: City of Oxnard

Original Purchaser: Alliance Bank of Arizona,
a Division of Western Alliance Bank
__________ [ADDRESS]
__________ [CITY, STATE, ZIP CODE]
Attention: __________

All documents received by the Fiscal Agent under the provisions of this Fiscal Agent Agreement shall be retained in its possession, subject at all times to the reasonable inspection of the District, any Bond Owner, and the agents and representatives thereof.

Section 10.06 Personal Liability. Neither the District nor the City nor any officer, agent, or employee of the District or the City shall be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such entity, officer, agent, or employee from the performance of any official duty provided by law.

Section 10.07 Validity of Multiple Copies. This Fiscal Agent Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes, as an original; and such counterpart shall constitute but one and the same instrument.

Section 10.08 Headings. Any headings preceding the texts of the several Articles hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Fiscal Agent Agreement, nor shall they affect its meaning, construction or effect.

All references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Fiscal Agent Agreement; and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Fiscal Agent Agreement as a whole and not to any particular Article, Section, or subdivision hereof.

Section 10.09 Governing Law. All provisions of this Fiscal Agent Agreement are to be governed by the laws of the State.

Section 10.10 Counterparts. This Fiscal Agent Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Fiscal Agent Agreement effective as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Fiscal Agent

By: ______________________________

Its: Authorized Officer

ATTEST:

COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD

____

Daniel Martinez, City Clerk of the City of Oxnard

By: ______________________________

Tim Flynn, Mayor of the City of Oxnard

APPROVED AS TO FORM

____

Alan Holmberg, City Attorney of the City of Oxnard

APPROVED AS TO CONTENT

____

James Cameron,
Chief Financial Officer of the City of Oxnard

ACKNOWLEDGED AND AGREED TO:

ALLIANCE BANK OF ARIZONA,
A DIVISION OF WESTERN ALLIANCE BANK,
as the Original Purchaser of the Bonds

By: ______________________________

Its: Authorized Officer

EXHIBIT A

FORM OF BOND

No.___ $________

United States of America
State of California

COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
OF THE CITY OF OXNARD
2013 SPECIAL TAX REFUNDING BOND

THIS BOND MAY ONLY BE TRANSFERRED IN WHOLE TO A COMMERCIAL BANK, SUBJECT TO THE CONDITIONS DESCRIBED IN THE FISCAL AGENT AGREEMENT.

Interest Rate	Maturity Date	Dated Date	CUSIP
________%	September 1, 20_	August __, 2013	

REGISTERED OWNER: ______________________________

PRINCIPAL AMOUNT: ______________________________DOLLARS

COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD (the "**District**"), situated in the City of Oxnard (the "**City**"), State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from Special Taxes (as hereafter defined) to be collected in the District and certain other moneys, to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above and to pay interest on such Principal Amount from the Dated Date shown above semiannually on each March 1 and September 1, commencing March 1, 2014 (each an "**Interest Payment Date**") at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment. The principal on this Bond is payable to the Registered Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at maturity at the designated corporate trust office of Wells Fargo Bank, National Association, as fiscal agent (or any successors thereto) (the "**Fiscal Agent**"). Interest on this Bond shall be payable by check of the Fiscal Agent mailed by first-class postage prepaid mail to the Registered Owner hereof as of the close of business on the 15th calendar day of the month preceding the Interest Payment Date (the "**Record Date**") at such Registered Owner's address as it appears on the registration books maintained by the Fiscal Agent (the "**Bond Register**").

This Bond is one of a duly authorized issue of "Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds" (the "**Bonds**") issued in the aggregate principal amount of $[PRINCIPAL AMOUNT] pursuant to the

Mello-Roos Community Facilities Act of 1982, constituting Section 53311 *et seq.* of the California Government Code, as amended (the "**Act**"), for the purpose of refunding the bonds issued to finance certain improvements in and/or for the District (the "**Project**"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of August 1, 2013 (the "**Fiscal Agent Agreement**"), by and between the District, acting through the City Council (the "**City Council**") of the City, as the legislative body of the District, and the Fiscal Agent, and acknowledged and agreed to by Alliance Bank of Arizona, a Division of Western Alliance Bank, as the Original Purchaser of the Bonds. Capitalized terms used herein shall have the meanings ascribed to such terms in the Fiscal Agent Agreement unless otherwise specified herein. The Fiscal Agent Agreement is incorporated herein by this reference, and by acceptance hereof the Registered Owner of this Bond assents to said terms and conditions. The Fiscal Agent Agreement is authorized under, this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Fiscal Agent Agreement, the principal of and interest on this Bond are payable solely from, and shall be secured by a pledge of and lien upon (less certain Administrative Expenses), (i) the annual special taxes authorized under the Act to be levied on property lying within the District (the "**Special Taxes**"), (ii) proceeds from the sale of property collected pursuant to the foreclosure provisions of the Act and the Fiscal Agent Agreement for the delinquency of such Special Taxes, and (iii) certain other moneys as described in the Fiscal Agent Agreement.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication of this Bond, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest shall be payable from the Dated Date set forth above; provided, however, that if at the time of authentication of this Bond, interest is in default, interest on this Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or from the Dated Date of the Bonds if no interest has been paid or made available for payment. Interest on any Bond shall be paid to the person whose name shall appear in the Bond Register as the Owner of such Bond as of the close of business on the Record Date at the address that appears on the Bond Register. Interest with respect to this Bond shall be computed using a year of 360 days comprised of twelve 30-day months.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City Council, acting as the legislative body of the District, as may be permitted by law. The Bonds do not constitute obligations of the City or the District for which the City or the District is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove. Subject to certain conditions set forth in the Fiscal Agent Agreement, the District has covenanted for the benefit of the Owners of the Bonds to commence or cause to be commenced appropriate foreclosure proceedings and diligently pursue or cause to be diligently pursued to completion such foreclosure proceedings against delinquent parcels in the District by the October 1 following the close of the Fiscal Year in which such delinquencies occur.

[**TO BE CONFIRMED:**] The Bonds or any portion of the principal thereof, in the principal amount of $5,000 or any integral multiple thereof, may be redeemed, at the option of the City from any source of funds (excluding Prepayments transferred from the Prepayment Account of the Bond Service Fund) on any date, subject to the restrictions upon refunding of bonds specified in the Act, by giving notice as provided in Section 3.02 hereof and by paying the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption, plus any Redemption Fees and less any Redemption Offsets.

[**TO BE CONFIRMED:**] Each Outstanding Bond or any portion of the principal thereof, in the principal amount of $5,000 or any integral multiple thereof, may be redeemed and paid in advance of maturity from Prepayments transferred from the Prepayment Account of the Bond Service Fund on any Interest Payment Date in any year, by giving notice as provided in the Fiscal Agent Agreement and by paying the redemption price set forth below (expressed as a percentage of the principal amount of the Bonds to be redeemed), plus accrued interest to the date of redemption, unless sooner surrendered, in which event said interest will be paid to the date of payment:

Redemption Dates	Redemption Price
March 1, 2014, through March 1, 2021	103%
September 1, 2021, and March 1, 2022	102%
September 1, 2022, and March 1, 2023	101%
September 1, 2023, thereafter	100%

The Bonds maturing on September 1, 2035, shall be called before maturity and redeemed from sinking fund payments that have been deposited into the Bond Service Fund on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of sinking fund payments set forth in the Fiscal Agent Agreement. The Bonds maturing on September 1, 2035, so called for redemption shall be selected by the Fiscal Agent by lot and shall be redeemed at a redemption price for each redeemed Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Notice of redemption with respect to the Bonds to be redeemed shall be mailed to the Registered Owners thereof not less than 30 nor more than 45 days prior to the redemption date by first class mail, postage prepaid, to the addresses set forth in the registration books. Neither a failure of the Registered Owner hereof to receive such notice nor any defect therein will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date; provided that funds for the redemption are on deposit with the Fiscal Agent on the redemption date. Thereafter, the Registered Owners of such Bonds shall have no rights except to receive payment of the redemption price upon the surrender of the Bonds.

This Bond shall be issued only in fully-registered form in the denomination of $100,000 or any integral multiple of $5,000 in excess thereof.

Each registration and, subject to the restrictions on transfer set forth on page 1 of this Bond and in the Fiscal Agent Agreement, transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication and registration endorsed hereon.

Any transfer of this Bond shall be subject to the restrictions on transfer set forth on page 1 of this Bond and in the Fiscal Agent Agreement. No transfer hereof shall be valid for any purpose unless made by the Registered Owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the Registered Owner or to such Registered Owner's order. The Fiscal Agent may require the Bond Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

Neither the District nor the Fiscal Agent shall be required to make any such transfer or exchange of (i) Bonds on or after a Record Date and before the next ensuing Interest Payment Date (ii) any Bonds selected for redemption.

No representation is made that this Bond has been issued in accordance with Rule 15c2-12 of the Securities Exchange Act of 1934, as amended.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication and Registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, happened, and been performed in due time, form, and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF the City Council, as the legislative body of the District, has caused this Bond to be dated as of the __th day of August, 2013, to be signed by the Mayor of the City by facsimile signature, and attested by the City Clerk of the City by facsimile signature.

COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
OF THE CITY OF OXNARD

____
Mayor of the City of Oxnard

ATTEST:

____
City Clerk of the City of Oxnard

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the bonds described in the within-mentioned Fiscal Agent Agreement.

Date of Authentication: ____________, 2013

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Fiscal Agent

By: ______________________________________
Authorized Signatory

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

____

(Name, Address, and Tax Identification or Social Security Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s),

____

attorney, to transfer the same on the books of the Fiscal Agent with full power of substitution in the premises.

Dated: __________________

NOTE: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without enlargement or any change whatsoever.

____

Signature Guaranty: ________________________________
NOTE: Signature must be approved
by a qualified guarantor.

EXHIBIT B

COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD

ADMINISTRATIVE EXPENSE PAYMENT REQUEST FORM

Wells Fargo Bank, National Association
707 Wilshire Blvd., 17th Floor
Los Angeles, CA 90017
Attention: Corporate Trust Services
Ref: City of Oxnard

PAYMENT REQUEST NO.: ____________________

Ladies and Gentlemen:

The Fiscal Agent is hereby requested to pay from the Administrative Expense Fund established pursuant to the Fiscal Agent Agreement dated as of August 1, 2013, by and between Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard and you, as Fiscal Agent, and acknowledged and agreed to by Alliance Bank of Arizona, a Division of Western Alliance Bank, as the Original Purchaser of the Bonds, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the Administrative Expense described below. The amount shown below is due and payable under a purchase order, contract, or other authorization with respect to the Administrative Expense described below and has not formed the basis of any prior request for payment.

Payee:

Address:

Amount: $

Description:

The Administrative Expense described above is accepted by Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard and is authorized to be paid to the Payee.

Dated: ____________________

Executed by the Authorized Representative of
Community Facilities District No. 3
(Seabridge at Mandalay Bay) of the City of Oxnard

Signature: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT C

AUTHORIZED INVESTMENTS

"**Authorized Investments**" means any of the following to the extent then permitted by law and Section 5.01 hereof:

(1) Direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America ("**U.S. Government Securities**").

(2) Direct obligations (see footnote[1]) of the following federal agencies which are fully guaranteed by the full faith and credit of the United States of America:

(a) Export-Import Bank of the United States - Direct obligations and fully guaranteed certificates of beneficial interest

(b) Federal Housing Administration - debentures

(c) General Services Administration - participation certificates

(d) Government National Mortgage Association ("**GNMAs**") - guaranteed mortgage-backed securities and guaranteed participation certificates

(e) Small Business Administration - guaranteed participation certificates and guaranteed pool certificates

(f) U.S. Department of Housing & Urban Development - local authority bonds

(g) U.S. Maritime Administration - guaranteed Title XI financings

(h) Washington Metropolitan Area Transit Authority - guaranteed transit bonds

(3) Direct obligations[1] of the following federal agencies which are not fully guaranteed by the faith and credit of the United States of America:

---

[1] The following are explicitly excluded from the securities enumerated in clauses 2 and 3:

(a) All derivative obligations, including without limitation inverse floaters, residuals, interest-only, principal-only and range notes;

(b) Obligations that have a possibility of returning a zero or negative yield if held to maturity;

(c) Obligations that do not have a fixed par value or those whose terms do not promise a fixed dollar amount at maturity or call date; and

(d) Collateralized Mortgage-Backed Obligations ("**CMOs**").

(a) Federal National Mortgage Association ("**FNMAs**") - senior debt obligations rated Aaa by Moody's and AAA by S&P

(b) Federal Home Loan Mortgage Corporation ("**FHLMCs**") - participation certificates and senior debt obligations rated Aaa by Moody's and AAA by S&P

(c) Federal Home Loan Banks - consolidated debt obligations

(d) Student Loan Marketing Association - debt obligations

(e) Resolution Funding Corporation - debt obligations

(4) Direct, general obligations of any state of the United States of America or any subdivision or agency thereof whose uninsured and unguaranteed general obligation debt is rated, at the time of purchase, A2 or better by Moody's and A or better by S&P, or any obligation fully and unconditionally guaranteed by any state, subdivision, or agency whose uninsured and unguaranteed general obligation debt is rated, at the time of purchase, A2 or better by Moody's and A or better by S&P.

(5) Commercial paper (having original maturities of not more than 270 days) rated, at the time of purchase, P-1 by Moody's and A-1 or better by S&P.

(6) Certificates of deposit, savings accounts, deposit accounts, or money market deposits in amounts that are continuously and fully insured by the Federal Deposit Insurance Corporation ("**FDIC**"), including the Bank Insurance Fund and the Savings Association Insurance Fund.

(7) Certificates of deposit, deposit accounts, federal funds, or bankers' acceptances (in each case having maturities of not more than 365 days following the date of purchase) of any domestic commercial bank or United States branch office of a foreign bank, provided that such bank's short-term certificates of deposit are rated P-1 by Moody's and A-1 or better by S&P (not considering holding company ratings).

(8) Investments in money-market funds rated AAAm or AAAm-G by S&P. Such money market funds may include funds for which the Fiscal Agent or its affiliates or subsidiaries provide investment advisory or other management services.

(9) State-sponsored investment pools rated AA- or better by S&P.

(10) Repurchase agreements that meet the following criteria:

(a) A master repurchase agreement or specific written repurchase agreement, substantially similar in form and substance to the Public Securities Association or Bond Market Association master repurchase agreement, governs the transaction.

(b) Acceptable providers shall consist of (i) registered broker/dealers subject to Securities Investors' Protection Corporation ("**SIPC**") jurisdiction or commercial banks insured by the FDIC, if such broker/dealer or bank has an uninsured, unsecured, and unguaranteed rating of A3/P-1 or better by Moody's and A-/A-1 or better by S&P, or (ii) domestic structured investment companies rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P.

(c) The repurchase agreement shall require termination thereof if the counterparty's ratings are suspended, withdrawn, or fall below A3 or P-l from Moody's, or A- or A-l from S&P. Within ten (10) days, the counterparty shall repay the principal amount plus any accrued and unpaid interest on the investments.

(d) The repurchase agreement shall limit acceptable securities to U.S. Government Securities and to the obligations of GNMA, FNMA or FHLMC described in clauses 2(d), 3(a) and 3(b) above. The fair market value of the securities in relation to the amount of the repurchase obligation, including principal and accrued interest, is equal to a collateral level of at least 104% for U.S. Government Securities and 105% for GNMAs, FNMAs, or FHLMCs. The repurchase agreement shall require (i) the Fiscal Agent or an independent third party acting solely as agent for the Fiscal Agent (the "**Agent**") to value the collateral securities no less frequently than weekly, (ii) the delivery of additional securities if the fair market value of the securities is below the required level on any valuation date, and (iii) liquidation of the repurchase securities if any deficiency in the required percentage is not restored within two (2) Business Days of such valuation.

(e) The repurchase securities shall be delivered free and clear of any lien to the Fiscal Agent or the Agent, and such Agent is (i) a Federal Reserve Bank or (ii) a bank which is a member of the FDIC and which has combined capital, surplus, and undivided profits or, if appropriate, a net worth, of not less than $50 million, and the Fiscal Agent shall have received written confirmation from such third party that such third party holds such securities, free and clear of any lien, as agent for the Fiscal Agent.

(f) A perfected first security interest in the repurchase securities shall be created for the benefit of the Fiscal Agent, and the District and the Fiscal Agent shall receive an opinion of counsel as to the perfection of the security interest in such repurchase securities and any proceeds thereof.

(g) The repurchase agreement shall have a term of one year or less, or shall be due on demand.

(h) The repurchase agreement shall establish the following as events of default, the occurrence of any of which shall require the immediate liquidation of the repurchase securities:

i insolvency of the broker/dealer or commercial bank serving as the counterparty under the repurchase agreement;

ii failure by the counterparty to remedy any deficiency in the required collateral level or to satisfy the margin maintenance call under clause 10(d) above; or

iii failure by the counterparty to repurchase the repurchase securities on the specified date for repurchase.

(11) Investment agreements (also referred to as guaranteed investment contracts) that meet the following criteria:

(a) A master agreement or specific written investment agreement governs the transaction.

(b) Acceptable providers of uncollateralized investment agreements shall consist of (i) domestic FDIC-insured commercial banks, or U.S. branches of foreign banks, rated at least Aa2 by Moody's and AA by S&P; (ii) domestic insurance companies rated Aaa by Moody's and AAA by S&P; and (iii) domestic structured investment companies rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P.

(c) Acceptable providers of collateralized investment agreements shall consist of (i) registered broker/dealers subject to SIPC jurisdiction, if such broker/dealer has an uninsured, unsecured, and unguaranteed rating of Al or better by Moody's and A+ or better by S&P; (ii) domestic FDIC-insured commercial banks, or U.S. branches of foreign banks, rated at least Al by Moody's and A+ by S&P; (iii) domestic insurance companies rated at least Al by Moody's and A+ by S&P; and (iv) domestic structured investment companies rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P. Required collateral levels shall be as set forth in clause 11(f) below.

(d) The investment agreement shall provide that, if the provider's ratings fall below Aa3 by Moody's or AA- by S&P, the provider shall within ten (10) days either (i) repay the principal amount plus any accrued and interest on the investment; or (ii) deliver Permitted Collateral as provided below.

(e) The investment agreement must provide for termination thereof if the provider's ratings are suspended, withdrawn, or fall below A3 from Moody's or A-from S&P. Within ten (10) days, the provider shall repay the principal amount plus any accrued interest on the agreement, without penalty.

(f) The investment agreement shall provide for the delivery of collateral described in clause (i) or (ii) below ("**Permitted Collateral**") which shall be maintained at the following collateralization levels at each valuation date:

i U.S. Government Securities at 104% of principal plus accrued interest; or ii Obligations of GNMA, FNMA, or FHLMC (described in clauses 2(d), 3(a), and 3(b) above) at 105% of principal and accrued interest.

(g) The investment agreement shall require the Fiscal Agent or the Agent to determine the market value of the Permitted Collateral not less than weekly and notify the investment agreement provider on the valuation day of any deficiency. Permitted Collateral may be released by the Fiscal Agent to the provider only to the extent that there are excess amounts over the required levels. Market value, with respect to collateral, may be determined by any of the following methods:

i the last quoted "**bid**" price as shown in Bloomberg, Interactive Data Systems, Inc., The Wall Street Journal, or Reuters;

ii valuation as performed by a nationally recognized pricing service, whereby the valuation method is based on a composite average of various bid prices; or

iii the lower of two (2) bid prices by nationally recognized dealers. Such dealers or their parent holding companies shall be rated investment grade and shall be market makers in the securities being valued.

(h) Securities held as Permitted Collateral shall be free and clear of all liens and claims of third parties, held in a separate custodial account, and registered in the name of the Fiscal Agent or the Agent.

(i) The provider shall grant the Fiscal Agent or the Agent a perfected first security interest in any collateral delivered under an investment agreement. For investment agreements collateralized initially and in connection with the delivery of Permitted Collateral under clause 11(f) above, the Fiscal Agent shall receive an opinion of counsel as to the perfection of the security interest in the collateral.

(j) The investment agreement shall provide that moneys invested under the agreement must be payable and putable at par to the Fiscal Agent without condition, breakage fee, or other penalty, upon not more than two (2) Business Days' notice, or immediately on demand for any reason for which the funds invested may be withdrawn from the applicable fund or account established under the authorizing document, as well as the following:

i In the event of a deficiency in the debt service account;

ii Upon refunding of the Bonds in whole or in part; or

iii If a determination is later made by a nationally recognized bond counsel that investments must be yield-restricted.

Notwithstanding the foregoing, the agreement may provide for a breakage fee or other penalty that is payable in arrears and not as a condition of a draw by the Fiscal Agent if the

District's obligation to pay such fee or penalty is subordinate to its obligation to pay debt service on the Bonds.

(k) The investment agreement shall establish the following as events of default, the occurrence of any of which shall require the immediate liquidation of the investment securities:

i Failure of the provider or the guarantor (if any) to make a payment when due or to deliver Permitted Collateral of the character, at the times, or in the amounts described above;

ii Insolvency of the provider or the guarantor (if any) under the investment agreement;

iii Failure by the provider to remedy any deficiency with respect to required Permitted Collateral;

iv Failure by the provider to make a payment or observe any covenant under the agreement;

v The guaranty (if any) is terminated, repudiated, or challenged; or

vi Any representation of warranty furnished to the Fiscal Agent or the District in connection with the agreement is false or misleading.

(l) The investment agreement must incorporate the following general criteria:

i "**Cure periods**" for payment default shall not exceed two (2) Business Days;

ii The agreement shall provide that the provider shall remain liable for any deficiency after application of the proceeds of the sale of any collateral, including costs and expenses incurred by the Fiscal Agent;

iii If the investment agreement is for a reserve fund, reinvestments of funds shall be required to bear interest at a rate at least equal to the original contract rate;

iv The provider shall be required to immediately notify the Fiscal Agent of any event of default or any suspension, withdrawal, or downgrade of the provider's ratings; and

v The agreement shall be unconditional and shall expressly disclaim any right of set-off or counterclaim.

(12) Forward delivery agreements in which the securities delivered mature on or before each interest payment date (for debt service or debt service reserve funds) or draw down date (construction funds) that meet the following criteria:

(a) A specific written investment agreement governs the transaction.

(b) Acceptable providers shall be limited to (i) any registered broker/dealer subject to the SIPC jurisdiction, if such broker/dealer or bank has an uninsured, unsecured, and unguaranteed obligation rated A3 /P-1 or better by Moody's and A-/A-1 or better by S&P; (ii) any commercial bank insured by the FDIC, if such bank has an uninsured, unsecured, and unguaranteed obligation rated A3/P-1 or better by Moody's and A-/A-1 or better by S&P; and (iii) domestic structured investment companies rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P.

(c) The forward delivery agreement shall provide for termination or assignment (to a qualified provider hereunder) of the agreement if the provider's ratings are suspended, withdrawn, or fall below A3 or P-1 from Moody's or A- or A-1 from S&P. Within ten (10) days, the provider shall fulfill any obligations it may have with respect to shortfalls in market value. There shall be no breakage fee payable to the provider in such event.

(d) Permitted securities shall include the investments listed in clauses 1, 2, and 3 above.

(e) The forward delivery agreement shall include the following provisions:

i The permitted securities must mature at least one (1) Business Day before a debt service payment date or scheduled draw. The maturity amount of the permitted securities must equal or exceed the amount required to be in the applicable fund on the applicable valuation date.

ii The agreement shall include market standard termination provisions, including the right to terminate for the provider's failure to deliver qualifying securities or otherwise to perform under the agreement. There shall be no breakage fee or penalty payable to the provider in such event.

iii Any breakage fees shall be payable only on Interest Payment Dates and shall be subordinated to the payment of debt service fund and reserve fund replenishments.

iv The provider must submit at closing a bankruptcy opinion to the effect that upon any bankruptcy, insolvency, or receivership of the provider, the securities will not be considered to be a part of the provider's estate.

(13) Forward delivery agreements in which the securities delivered mature after the funds may be required but provide for the right of the District or the Fiscal Agent to put the securities back to the provider under a put, guaranty, or other hedging arrangement.

(14) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State of California or of any agency, instrumentality, or local governmental unit of the State of California which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and which are rated, based on an irrevocable escrow account or fund, in the highest rating category of S&P and Moody's.

(15) Shares in any money market mutual fund registered under the Investment Company Act of 1940 whose investment portfolio consists solely of direct obligations of the United States Government, provided that any such fund has been rated in the highest category by a nationally recognized rating agency and, provided further, that such mutual funds may include funds for which the Fiscal Agent or its affiliates or subsidiaries provide investment advisory or other management services.

(16) The Local Agency Investment Fund ("**LAIF**").

(17) Maturity of investments shall be governed by the following:

(a) Investments of moneys (other than reserve funds) shall be in securities and obligations maturing not later than the dates on which such moneys will be needed to make payments.

(b) Investments shall be considered as maturing on the first date on which they are redeemable without penalty at the option of the holder or the date on which the Fiscal Agent may require their repurchase pursuant to repurchase agreements.

(c) Investments of moneys in reserve funds not payable upon demand shall be restricted to maturities of five (5) years or less.

EXHIBIT D

COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD

WRITTEN REQUEST OF THE DISTRICT
FOR DISBURSEMENT OF COSTS OF ISSUANCE

Wells Fargo Bank, National Association
707 Wilshire Blvd., 17th Floor
Los Angeles, CA 90017
Attention: Corporate Trust Services
Ref: City of Oxnard

PAYMENT REQUEST NO.: ____________________

Ladies and Gentlemen:

The Fiscal Agent is hereby requested to pay from the Costs of Issuance Fund established pursuant to the Fiscal Agent Agreement dated as of August 1, 2013 (the "**Fiscal Agent Agreement**"), by and between Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard and you, as Fiscal Agent, and acknowledged and agreed to by Alliance Bank of Arizona, a Division of Western Alliance Bank, as the Original Purchaser of the Bonds, to the person, corporation, or other entity designated on Schedule A attached hereto and by this reference incorporated herein, the respective sums set forth on said Schedule A. Each obligation, item of cost, or expense included in this Written Request is a Cost of Issuance (as defined in the Fiscal Agent Agreement), has been properly incurred and is a proper charge against the Costs of Issuance Fund and has not been the basis of any previous withdrawal and the payment of such obligation, cost, or expense will not cause the balance remaining in the Costs of Issuance Fund after such payment to be less than the amount necessary to pay the remaining estimated Costs of Issuance to be paid from the Costs of Issuance Fund.

The Costs of Issuance described on Schedule A attached hereto are accepted by Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard and are authorized to be paid to the Payee.

Dated: ____________________

Executed by the Authorized Representative of
Community Facilities District No. 3
(Seabridge at Mandalay Bay) of the City of Oxnard

Signature: ________________________________
Name: ________________________________
Title: ________________________________

EXHIBIT E

FORM OF LETTER OF REPRESENTATIONS

Community Facilities District No. 3
(Seabridge at Mandalay Bay) of the City of Oxnard
c/o City of Oxnard
300 West Third Street
Oxnard, CA 93030

Re: Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds

The undersigned, ____________ [name of purchaser] (the "Purchaser"), hereby certifies, represents, and warrants to Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard (the "District") as follows:

(i) The Purchaser has purchased on the date hereof the above-referenced bonds (the "Bonds"), the outstanding principal amount of which is $_______________, issued pursuant to the Fiscal Agent Agreement dated as of August 1, 2013, by and between the District and Wells Fargo Bank, National Association, as fiscal agent, and acknowledged and agreed to by Alliance Bank of Arizona, a Division of Western Alliance Bank, as the original purchaser of the Bonds.

(ii) The Bonds are being acquired by the Purchaser for its own account and for investment purposes only and not with a view to any resale or distribution thereof, in whole or in part, to others; the Purchaser is not participating, directly or indirectly, in a distribution of the Bonds and will not take, or cause to be taken, any action that would cause the Purchaser to be deemed an "underwriter" of such Bonds as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Securities Act"). The Purchaser understands that the District has no obligation to register the Bonds for resale under the Securities Act. The Purchaser further understands that the Bonds are being sold in a transaction that is exempt from the registration requirements of the Securities Act and that the Bonds must be held by the Purchaser and may not be resold unless they are subsequently registered under the Securities Act unless an exemption from such registration is available; provided, however, that the provisions of Section 15c2-12 of the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), apply to any resale of the Placed Bonds. The Purchaser acknowledges that the District will not be entering into a continuing disclosure agreement pursuant to Rule 15c2-12.

(iii) The Purchaser has received and carefully read all information and other items of disclosure relating to the District and the Bonds that the Purchaser has deemed material (the "Disclosure Items") and, in connection therewith, has had access to all other materials, books, records, documents, and information relating to the District and the Bonds, and has been able to verify the accuracy of, and supplement, the information contained therein.

(iv) The Purchaser has had an opportunity to ask questions of, and receive satisfactory answers from, duly designated representatives of the District and Piper Jaffray & Co. (the "Placement Agent") concerning the terms and conditions pursuant to which the offer to purchase the Bonds is being made, and any request for such information has been fully complied with to the extent the District or the Placement Agent possesses such information or can acquire it without unreasonable effort or expense.

(v) The Purchaser is an investor who directly, or together with its purchaser representative, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Bonds based upon (i) the information (including the information set forth in the Disclosure Items) furnished to it by the District or the Placement Agent; (ii) its or such representative's personal knowledge of the business and affairs of the District or the Placement Agent; (iii) the records, files, and plans of the District, to all of which it or such representative has had full access; (iv) such additional information as it or such representative may have requested and have received from the District or the Placement Agent; and (v) the independent inquiries and investigations undertaken by it or such representative.

(vi) The Purchaser represents that it can bear the economic risk of loss of its entire investment; it has adequate means for providing for its current needs and personal contingencies; and it has no need for liquidity with respect to its investment in the Bonds.

(vii) The Purchaser's overall commitment to investments that are not readily marketable is not disproportionate to its net worth, and its purchase of the Bonds will not cause such overall commitment to become excessive.

(viii) The Purchaser certifies that it is an "accredited investor" within the meaning of Regulation D under the Securities Act and applicable state securities laws.

(ix) No person has given any information or made any representation not contained in any Disclosure Items referred to above or otherwise provided to the Purchaser in writing by a person employed or authorized in writing by the District or the Placement Agent. The Purchaser understands and agrees that any information or representation not contained therein must not, and will not, be relied upon and that nothing contained therein should be construed as legal or tax advice to the Purchaser.

(x) No person has made any direct or indirect representation or warranty of any kind to the Purchaser with respect to the economic return which may accrue to the Purchaser. The Purchaser has consulted with its own tax counsel and other advisors with respect to an investment in the Bonds.

[The remainder of this page is intentionally left blank.]

(xi) The signatory of this letter is a duly authorized officer of the Purchaser with the authority to sign this letter on behalf of the Purchaser, and this letter has been duly authorized, executed, and delivered by the Purchaser.

DATED: __________

[PURCHASER]

By: ______________________________
Name: ______________________________
Title: ______________________________

PLACEMENT AGENT AGREEMENT

July 31, 2013

City of Oxnard
James Cameron
Chief Financial Officer
Finance Department
300 West Third Street
Oxnard, CA 93030

The undersigned, Piper Jaffray & Co. (the "Placement Agent"), offers to enter into the following agreement (this "Agreement") with the City of Oxnard (the "City"), which, upon acceptance by the City, will be binding upon the City and the Placement Agent.

The City acknowledges and agrees that (i) the placement of the Bond pursuant to this Placement Agent Agreement is an arm's-length commercial transaction between the City and the Placement Agent, (ii) in connection therewith and with the discussion, undertakings and procedures leading up to the consummation of such transaction, the Placement Agent is not acting as a fiduciary of or a financial advisor to the City, (iii) the Placement Agent has not assumed (individually or collectively) an advisory or fiduciary responsibility in favor of the City with respect to (iv) the offering of the Bond or the process leading thereto (whether or not the Placement Agent has advised or is currently advising the City on other matters) or (v) any other obligation to the City except the obligations expressly set forth in this Placement Agent Agreement, and (vi) the City has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bond.

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Placement Agent and City hereby agree as follows:

1. Appointment of Placement Agent; Placement of the Bond.

(a) The City hereby appoints the Placement Agent to act, and the Placement Agent hereby agrees to act, as the exclusive placement agent for the City in connection with the private sale of its Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bond (the "Bond") and the Placement Agent hereby accepts such appointment. As compensation for its services hereunder, the Placement Agent shall charge a fee of \$4.70/\$1,000 of the par amount of the Bond. At the closing of any such sale, the City shall pay or cause to be paid such fee to the Placement Agent from the Costs of Issuance Account for the Bond by wire transfer or immediately available funds. The above fee does not include any services the Placement Agent may render in the future to the City with respect to any offering or placement of municipal securities other than the Bond.

(b) The City understands that the Placement Agent will be acting as the agent of the City in the offering and sale of the Bond and agrees that, in connection therewith, the Placement Agent will use its "best efforts" to place the Bond. This Agreement shall not give rise to any expressed or implied commitment by the Placement Agent to purchase or place any of the Bond.

2. **Covenants, Representations and Warranties of the City.** The City represents, warrants and agrees as follows:

(a) the City is, and will be at the Closing Date, a duly organized, validly existing and operating city pursuant to the laws of the State of California (the “State”) with full power and authority to observe and perform the covenants and agreements set forth in this Agreement;

(b) with the acceptance hereof, an authorized representative of the City will execute and deliver this Agreement and will approve the performance of its obligations contained herein, and any payment for services provided hereunder will be contingent on a authorizing resolution of the City Council approving the Bond;

(c) the execution and delivery of this Agreement and compliance with the provisions on the City’s part contained herein do not and will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, statute, indenture, mortgage, deed of trust, bond, note, resolution, agreement or other instrument to which the City is a party or by which the City is bound;

(d) any bond signed by an authorized officer of the City and delivered to the Placement Agent shall be deemed a representation and warranty by the City in connection with this Agreement to the Placement Agent as to the statements made therein for the purposes for which such statements are made;

(e) (this is bond counsel’s opinion)The City agrees promptly from time to time to take such action as the Placement Agent may reasonably request to qualify, if such qualification is necessary, the Bond for offering and sale as a private placement under the securities laws of such States as the Placement Agent may reasonably request, and the City further agrees to comply with such laws so as to permit such offers and sales. Any applicable filings will be prepared by the City’s counsel, whose fees and disbursements in connection therewith shall be for the account of the City.

3. **Reliance.** The City recognizes that, in providing services under this Agreement, the Placement Agent will rely upon and assume the accuracy and completeness of the financial, accounting, tax and other information discussed with or reviewed by the Placement Agent for such purpose, and the Placement Agent does not assume responsibility for the accuracy and completeness thereof. The Placement Agent will have no obligation to conduct any independent evaluation or appraisal of the assets or the liabilities of the City or any other party or to advise or opine on related solvency issues. Nothing in this Agreement is intended to confer upon any

other person (including creditors, employees or other constituencies of the City) any rights or remedies hereunder or by reason hereof.

4. **Termination.** The Placement Agent's authorization to carry out its duties hereunder may be terminated by the City or the Placement Agent at any time with or without cause, effective upon receipt of written notice to that effect by the other party; provided that the Agreement shall be terminated on December 31, 2013.

5. **Notices.** Any notice or other communication to be given to any of the parties to this Agreement may be given by delivering the same in writing as follows: to the City 300 West Third Street Oxnard, CA 93030 attention: James Cameron, Chief Financial Officer; and to the Placement Agent at Piper Jaffray & Co., 1100 South Coast Highway, Suite 300A, Laguna Beach, CA 92651, attention: Katie Koster.

6. **Survival of Representations, Warranties and Agreements.** This Agreement is made solely for the benefit of the City and the Placement Agent, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the City contained in this Agreement shall remain operative and in full force and effect regardless of delivery of any payment for the Bond.

7. **Counterparts.** The Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8. **Effectiveness.** This Agreement shall become effective upon the execution of the acceptance hereof by a duly authorized signatory of the City, which acceptance hereof shall be indicated on the signature page hereof, and shall be valid and enforceable as of the time of such acceptance. This Agreement may be executed by facsimile transmission and in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Very truly yours,

PIPER JAFFRAY & CO.

By: ___________________________________
Authorized Representative

Accepted and Agreed this ____ of July, 2013.

CITY OF OXNARD

By: ___________________________________
Authorized Representative

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of August 1, 2013 (this "**Escrow Agreement**"), by and between Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard (the "**District**"), acting through the City Council (the "**City Council**") of the City of Oxnard (the "**City**") as the legislative body, and Wells Fargo Bank, National Association ("**Wells Fargo**"), as Escrow Holder (the "**Escrow Holder**") hereunder, with respect to the refunding of the $30,810,000 outstanding principal amount of the $32,275,000 original principal amount of Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2005 Special Tax Bonds (the "**Prior Bonds**"), is entered into in accordance with Resolution No. __________ of the City Council, acting as the legislative body of the District, adopted on July 30, 2013 (the "**Resolution**"), and a Fiscal Agent Agreement dated as of August 1, 2013 (the "**Fiscal Agent Agreement**"), by and between the District and Wells Fargo, as fiscal agent, and acknowledged and agreed to by Alliance Bank of Arizona, a Division of Western Alliance Bank, as the original purchaser of the Bonds (as hereinafter defined).

WITNESSETH:

WHEREAS, the City has (i) heretofore taken proceedings under Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code, known as the "Mello Roos Community Facilities Act of 1982" (the "**Mello-Roos Act**"), (ii) levied special taxes upon the taxable real property within the District, (iii) executed and delivered an Indenture, dated as of October 1, 2005 (the "**Prior Indenture**"), by and between the District and Wells Fargo, as fiscal agent, which Prior Indenture set forth the terms of the Prior Bonds, and (iv) issued, pursuant to the Mello-Roos Act, the Prior Bonds on November 15, 2005, secured by special taxes levied in the District, for the purpose of providing funds for the acquisition and construction of improvements benefiting the property in the District; and

WHEREAS, the City has undertaken proceedings pursuant to the Mello-Roos Act to refund the Prior Bonds; and

WHEREAS, the Prior Indenture provides that the Prior Bonds may be defeased in accordance with Article IX thereof; and

WHEREAS, the District has determined it is beneficial to its taxpayers to refund, on a current refunding basis, all of the Prior Bonds currently outstanding in the principal amount of $30,810,000; and

WHEREAS, the District has determined that $__________ aggregate principal amount of Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds (the "**Bonds**") shall be issued pursuant to the Fiscal Agent Agreement for, among other purposes, the purpose of providing a portion of the funds to pay, on September 1, 2013, the accrued interest on the Prior Bonds maturing on and after September 1, 2013, the principal amount of the Prior Bonds maturing on September 1, 2013, and the redemption price of 101% of the principal amount payable with respect to the Prior Bonds maturing after September 1, 2013; and

WHEREAS, the Fiscal Agent Agreement provides that a portion of the proceeds from the sale of the Bonds, excluding accrued interest, if any, received by the District, shall be placed in an escrow hereunder, in part for the purpose of providing funds necessary to refund the Prior Bonds and to defease the Prior Indenture, all as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the District and the Escrow Holder agree as follows.

SECTION 1. Receipt of Documents. The Escrow Holder hereby acknowledges the receipt of copies of the Resolution, the Prior Indenture, and the Fiscal Agent Agreement. Any reference herein to, or citation herein of, any provision of said documents shall be deemed an incorporation of such provision as a part hereof in the same manner and with the same effect as if it were fully set forth herein.

SECTION 2. Deposit of Moneys. Wells Fargo, in its capacity as fiscal agent under the Fiscal Agent Agreement, shall deposit with Escrow Holder $__________ by federal funds wire (which deposit may also be made via federal funds wire of said amount directly from the initial purchaser of the Bonds), representing a portion of the net proceeds of the sale of the Bonds, to be held in an irrevocable escrow by the Escrow Holder separate and apart from other funds of the District, the City, and the Escrow Holder, in a fund hereby created and established to be known as the "**Escrow Fund**" to be applied solely as provided in this Escrow Agreement. Wells Fargo, in its capacity as fiscal agent under the Prior Indenture, shall transfer or cause to be transferred the following funds for deposit in the Escrow Fund; (i) from the Reserve Fund established with respect to the Prior Bonds the amount of $__________, (ii) from the Bond Payment Fund established with respect to the Prior Bonds the amount of $__________, and (iii) from the Redemption Fund established with respect to the Prior Bonds the amount of $__________. In addition, the City shall transfer $__________ from the Special Tax Fund (exclusive of amounts in the Administrative Expense Account therein), which fund was established and maintained by the Treasurer of the City, acting for and on behalf of the District, to the Escrow Holder for deposit into the Escrow Fund. All moneys in the Escrow Fund will be held uninvested as cash. The moneys set forth above shall be at least an amount sufficient (a) to refund and redeem the Prior Bonds and to discharge the Prior Bonds and the Prior Indenture in accordance with its terms and (b) to pay, on September 1, 2013, the accrued interest on the Prior Bonds maturing on and after September 1, 2013, the principal amount of the Prior Bonds maturing on September 1, 2013, and the redemption price of 101% of the principal amount payable with respect to the Prior Bonds maturing after September 1, 2013. The verification report (the "**Verification Report**") prepared by Causey Demgen & Moore, Inc., certified public accountants, (the "**Verification Agent**"), as to the sufficiency of such moneys to pay such amounts shall be furnished as a condition precedent to the delivery of the Bonds.

SECTION 3. No Investment of Moneys. The Escrow Holder acknowledges receipt of the moneys described in Section 2 hereof and agrees that all amounts held in the Escrow Fund shall be held as cash.

SECTION 4. [RESERVED].

SECTION 5. [RESERVED].

SECTION 6. Irrevocable Deposit; Express Trust. The escrow created hereby shall upon the issuance of the Bonds be irrevocable, and all moneys held in the Escrow Fund shall be subject to the express trust created by this Escrow Agreement until paid out, used and applied in accordance with this Escrow Agreement.

The deposits made pursuant to Section 2 hereof shall, upon the issuance of the Bonds, constitute an irrevocable deposit for the benefit of the Prior Bonds, and the moneys shall be held in trust, and shall be applied solely by the Escrow Holder in accordance with the provisions of this Escrow Agreement. None of the moneys deposited with the Escrow Holder under this Escrow Agreement shall, except as provided in Sections 7 and 8 hereof, be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and, premium, if any, and interest on the Prior Bonds.

SECTION 7. Payment of Prior Bonds.

(a) Payment. From the moneys on deposit in the Escrow Fund, the Escrow Holder shall apply the amounts on deposit in the Escrow Fund to pay, on September 1, 2013, the accrued interest on the Prior Bonds maturing on and after September 1, 2013, the principal amount of the Prior Bonds maturing on September 1, 2013, and the redemption price of 101% of the principal amount payable with respect to the Prior Bonds maturing after September 1, 2013. THE DISTRICT IRREVOCABLY WAIVES ITS RIGHTS TO REDEEM THE PRIOR BONDS ON ANY OTHER DATE. Any moneys remaining in the Escrow Fund after payment in full of the principal of, unpaid interest on, and premium, if any, on the Prior Bonds shall be repaid by the Escrow Holder to the District.

(b) Irrevocable Instructions to Provide Notice. The District has previously instructed the Escrow Holder to mail to the owners of the Prior Bonds a Conditional Notice of Full Redemption in accordance with Section 4.3 of the Prior Indenture. The form of such Conditional Notice of Full Redemption is attached hereto as Exhibit A. The Escrow Holder has been further instructed to mail a copy of such Conditional Notice of Full Redemption to the Securities Depositories and to the Information Services, each as defined below.

"**Securities Depositories**" means The Depository Trust Company, 55 Water Street, 22nd Floor, New York, New York 10041-0099, Attn. Call Notification Department, Facsimile transmission: (212) 855-7232, or, in accordance with the then current guidelines of the Securities and Exchange Commission, such other securities depositories, or no such depositories, as the District may indicate in a certificate of the District delivered to the Escrow Holder.

"**Information Services**" means Financial Information, Inc.'s "Financial Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 55 Broad Street, 28th Floor, New York, New York 10004; Moody's Investors Service "Municipal and Government," 77 Center Drive, Suite 150, Charlotte, North Carolina 28217, Attention: Called Bonds Department; and Standard and Poor's "Called Bond Record," 25 Broadway, 3rd Floor, New York, New York 10004; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds, or no such services, as the District may designate in writing to the Escrow Holder.

(c) Unclaimed Moneys. To the extent permitted by law, any moneys which remain unclaimed for (i) two years after the principal of all of the Prior Bonds has become due and payable, if such moneys were so held at such date, or (ii) two years after the date of deposit of such moneys if such moneys were deposited after said date when all of the Prior Bonds become due and payable, shall be repaid by the Escrow Holder to the District, provided, however, that before being required to make any such payment to the District, the Escrow Holder shall at the expense of the District cause to be mailed to the owners of such Prior Bonds a notice that said money remains unclaimed and that, after a date named in such notice, the balance of such money then unclaimed will be returned to the District.

(d) Priority of Payments. The owners of the Prior Bonds shall have a first and exclusive lien on all moneys in the Escrow Fund until such moneys are used and applied as provided in this Escrow Agreement.

(e) Termination of Obligation. As provided in the Prior Indenture, upon deposit with the Escrow Holder in the Escrow Fund of moneys in the amounts set forth in Section 2 hereof, all liability of the District with respect to such Prior Bonds shall cease, terminate and be completely discharged, and the owners thereof shall thereafter be entitled only to payment out of such money deposited with the Escrow Holder as aforesaid for their payment, subject however, to Section 7(c) hereof. The Escrow Holder acknowledges receipt of (i) an opinion of Goodwin Procter LLP, Bond Counsel to the District, addressed to the District and the Escrow Holder that the Prior Bonds have been discharged in accordance with the Prior Indenture and (ii) the Verification Report prepared by the Verification Agent determining that the moneys deposited in the Escrow Account are sufficient to defease the Prior Bonds and discharge the Prior Indenture.

SECTION 8. Application of Certain Terms of the Prior Indenture. All of the terms of the Prior Indenture relating to the transfer and exchange and the making of payments of principal of and interest on the Prior Bonds are incorporated in this Escrow Agreement as if set forth in full herein.

SECTION 9. Performance of Duties. The Escrow Holder agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

SECTION 10. Escrow Holder's Authority to Make Investments. Except as provided in Sections 2 and 3 hereof, the Escrow Holder shall have no power or duty to invest any funds held under this Escrow Agreement or to sell, transfer or otherwise dispose of the moneys held hereunder.

SECTION 11. Indemnity. To the extent permitted by law, the District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Holder and its respective successors, assigns, agents, and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Holder at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, and any payment, transfer, or other application of moneys by the Escrow Holder in accordance with the provisions of this Escrow Agreement; provided, however, that the District shall not be required to indemnify the Escrow Holder against the Escrow Holder's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Holder's respective successors, assigns, agents, and employees. In no event shall the District or the Escrow Holder be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

SECTION 12. Responsibility of Escrow Holder. The Escrow Holder and its agents shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of such moneys to pay the Prior Bonds, or any payment, transfer, or other application of moneys by the Escrow Holder in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent omission or non-negligent error of the Escrow Holder made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the District and the Escrow Holder assumes no responsibility for the correctness thereof. The Escrow Holder makes no representation as to the sufficiency of the amounts deposited in the Escrow Fund to accomplish the refunding of the Prior Bonds or to the validity of this Escrow Agreement as to the District and, except as otherwise provided herein, the Escrow Holder shall incur no liability in respect thereof. The Escrow Holder shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence or misconduct, and the duties and obligations of the Escrow Holder shall be determined by the express provisions of this Escrow Agreement. The Escrow Holder may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Holder shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the District or the City.

SECTION 13. Amendments. This Escrow Agreement is made for the benefit of the District and the owners from time to time of the Prior Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Holder, and the District; provided, however, that the District and the Escrow Holder may, without the consent of, or notice to, such owners, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such owners or the exclusion from gross income of interest payable on the Prior Bonds for purposes of federal income taxation, and as shall not be inconsistent with the terms and provisions of this Escrow Agreement or the Prior Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Holder for the benefit of the owners of the Prior Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Holder; and (iii) to include under this Escrow Agreement additional funds, securities, or properties. The Escrow Holder shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized bond counsel, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Prior Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 14. Insufficient Funds. If at any time the moneys in the Escrow Fund will not be sufficient to make all payments required by this Escrow Agreement, the Escrow Holder shall notify the District in writing, immediately upon its actual knowledge of such deficiency, of the amount thereof and if actually known to it the reason therefor. The Escrow Holder shall have no further responsibility regarding any such deficiency.

SECTION 15. Notices. Any notice to or demand upon the Escrow Holder may be served or presented, and such demand may be made to Wells Fargo Bank, National Association, 707 Wilshire Blvd., 17th Floor, Los Angeles, California, 90017, Attention: Corporate Trust Services, Ref: City of Oxnard. Any notice to or demand upon the District shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the District c/o the City of Oxnard, 300 West Third Street, Oxnard, California, 93030, Attention: Chief Financial Officer (or such other address as may have been filed in writing by the District with the Escrow Holder).

SECTION 16. Term. This Escrow Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which the Prior Bonds have been paid in accordance with this Escrow Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Holder pursuant to Section 7(c) hereof.

SECTION 17. Compensation. The Escrow Holder shall receive its reasonable fees and expenses as previously agreed to by the Escrow Holder and the District and any other reasonable fees and expenses approved by the District; provided, however, that under no circumstances shall the Escrow Holder be entitled to any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Holder under this Escrow Agreement.

SECTION 18. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement to be performed on the part of the District or the Escrow Holder should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

SECTION 19. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 20. Governing Law. This Escrow Agreement shall be construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

WELLS FARGO BANK NATIONAL ASSOCIATION, as Escrow Holder

By: ______________________________
Its: Authorized Officer

COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD

By: ______________________________
James Cameron,
Chief Financial Officer of
the City of Oxnard

SCHEDULE A

On the date of issuance of the Bonds, Wells Fargo Bank, National Association, as Escrow Holder, shall receive and deposit the moneys referred to in Section 2 of the Escrow Agreement as follows:

SOURCES OF FUNDS TO BE RECEIVED
FOR DEPOSIT IN THE ESCROW FUND

Bond proceeds

Special Tax Fund held by City (exclusive of amounts in the Administrative Expense Fund therein)

Bond Payment Fund of Prior Indenture

Redemption Fund of Prior Indenture

Reserve Fund of Prior Indenture ______________

TOTAL SOURCES

USES OF FUNDS DEPOSITED IN ESCROW FUND

Cash to be held in Escrow Fund ______________

TOTAL USES

Exhibit A

CONDITIONAL NOTICE OF FULL REDEMPTION

TO THE HOLDERS OF
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
OF THE CITY OF OXNARD
2005 SPECIAL TAX BONDS

CONDITIONAL NOTICE is hereby given on behalf of Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard (the "**District**") that, pursuant to Section 4.1(a) of the Indenture dated as of October 1, 2005 (the "**Indenture**"), by and between the District and Wells Fargo Bank, National Association, as fiscal agent (the "**Fiscal Agent**"), the above-referenced bonds (the "**Bonds**"), originally issued on November 15, 2005, in the aggregate principal amount of $32,275,000 as listed below are being called for redemption on September 1, 2013 (the "**Redemption Date**"), at the redemption price of 101% (expressed as a percentage of the principal amount of Bonds called for redemption) (the "**Redemption Price**") plus accrued interest to the Redemption Date. On and after September 1, 2013, interest shall cease to accrue on the Bonds.

Maturity Date (September 1)	Interest Rate	Redemption Price	Principal Amount Called	CUSIP No.
September 1,2014	4.300%	101%	$430,000	691901CQ3
September 1,2015	4.400%	101%	$480,000	691901CR1
September 1,2016	4.500%	101%	$540,000	691901CS9
September 1,2017	4.625%	101%	$605,000	691901CT7
September 1,2018	4.700%	101%	$675,000	691901CU4
September 1,2019	4.750%	101%	$750,000	691901CV2
September 1,2020	4.800%	101%	$830,000	691901CW0
September 1,2022	5.000%	101%	$1,920,000	691901CX8
September 1,2023	5.000%	101%	$1,100,000	691901CY6
September 1,2025	5.125%	101%	$2,510,000	691901CZ3
September 1,2028	5.000%	101%	$4,640,000	691901DA7
September 1,2035	5.000%	101%	$15,955,000	691901DB5

This Conditional Notice will be withdrawn if the District fails to issue its Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard 2013 Special Tax Refunding Bonds, on or before the Redemption Date. If this Conditional Notice is withdrawn by the District, this Conditional Notice shall be of no force or effect, and none of the Bonds shall be redeemed on the Redemption Date.

Payment of the Redemption Price on the Bonds called for redemption will become due and payable on the Redemption Date upon presentation and surrender thereof in the following manner.

By Registered or Certified Mail:
Wells Fargo Bank Minnesota, N.A.
Attn: Corporate Trust Operations
P.O. Box 1517
Minneapolis, MN 55480-1517

If in person, by hand:
Wells Fargo Bank Minnesota, N.A.
Northstar East Building
608 Second Avenue South
12th Floor-Corporate Trust Services
Minneapolis, MN

By Air Courier:
Wells Fargo Bank Minnesota, N.A.
Attn: Investor & Payment Services
MAC Code: N9303-121
Sixth and Marquette
Minneapolis, MN 55479

Our customer service number is 1-800-344-5128.

Registered or certified mail is suggested when submitting Bonds for payment.

When inquiring about this redemption, please have the Bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected Bonds.

Withholding of 30% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2001, unless the Trustee has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

The CUSIP numbers have been assigned by Standard & Poor's Corporation and are included solely for the convenience of the Bondholders. Neither the District nor the Fiscal Agent shall be responsible for the selection or use of the CUSIP numbers nor is any representation made as to their correctness on the Bonds or as indicated in any redemption notice.

Dated: July 31,2013
Loan Key: 3OXNA1105

Wells Fargo Bank, National Association
as Fiscal Agent

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/2013

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Michael More MMK Agenda Item No. K-3

Reviewed By: City Manager MMK City Attorney SMF Finance JLC Other *(Specify)*

DATE: July 15, 2013

TO: City Council
City of Oxnard Financing Authority

FROM: James Cameron, Chief Financial Officer James Cameron
Finance Department

SUBJECT: Extension of Letters of Credit with Union Bank

RECOMMENDATION

That City Council approve and authorize the Chief Financial Officer to sign extension agreements for three letters of credit with Union Bank.

DISCUSSION

In 2008, City Council approved the substitution of Union Bank letters of credit ("LOC") as liquidity facilities for three of the City's outstanding variable rate bonds: Variable Rate Demand Lease Revenue Bonds, 2003 Series B (the "2003 Bonds"), Variable Rate Demand Wastewater Revenue Bonds (Headworks and Septic System Conversion Projects), 2004 Series B (the "2004 Bonds"), and Variable Rate Demand Lease Revenue Bonds (Civic Center Phase 2 Project), Series 2006 (the "2006 Bonds"), respectively (collectively, the "Bonds"). Investors of municipal bonds require letters of credit for variable rate bonds. These LOCs have a maturity date of August 17, 2013. Union Bank has provided a three-year renewal on these LOCs (Attachments 1-3).

Due to significant changes in the financial markets since early 2008 when these LOCs were originally underwritten, market pricing has changed substantially. Staff worked with the City's financial advisor 1st Southwest to identify viable alternatives. The only alternative would require seeking a new LOC provider, which would entail a remarketing of the Bonds and the associated costs of issuance (e.g., bond and disclosure counsel fees, financial advisory fees, underwriting fees, printing costs, etc.). The rating downgrade for the wastewater bonds makes this particularly challenging. We believe that the pricing proposed by Union Bank reflects the current market and is the best alternative available to the City.

FINANCIAL IMPACT

The annual cost of the letters of credit increase from 0.35% to 0.85% of the commitment amount for each of the General Fund lease revenue bonds and from 0.50% to 1.50% for the Wastewater Fund revenue bonds. These fees are a component of the overall interest rate paid on each of the Bonds. The cost for the 2003 Bonds, 2004 Bonds, and 2006 Bonds for FY 2013-14 will be approximately $96,000, $299,000, and $180,000, respectively.

MJM

AGENDA ITEM NO.
N-1

Tim Flynn
Mayor

Office of the Mayor
300 West Third Street
Oxnard, California 93030
(805) 385-7430
Fax (805) 385-7595
www.ci.oxnard.ca.us

CITY OF
OXNARD
CALIFORNIA

July 24, 2013

Distinguished Members of the City Council:

As the city council enters the summer recess, it is important to set new goals and priorities for the fall, 2013 council agenda. Through hard work and collaboration, the City of Oxnard has done a good job meeting the needs of Oxnard residents during difficult economic times. As a follow-up to the strategic summit in April, I am requesting that each member of the city council draft two policy/legislative proposals that reflect their main priorities established at the strategic summit.

I will ask the City Manager to place these priorities on a fast track for action. By January of 2014, every council member will be provided the opportunity to persuade a majority of the council to adopt their proposed policy/legislative proposals for the benefit of Oxnard's residents.

As a result of this year's budget-planning process, a majority of the City Council expressed a desire to implement priority-based budgeting with measurable outcomes. Priority-based budgeting seeks to include more residents in the budgeting process and to provide a clearer, more objective path towards informed decision making by the City Council. I recommend the City Council and staff begin priority based-budgeting study sessions in October, 2013. Priority-based budgeting should begin with the allocation of the $4 million dollar unallocated balance of Measure "O" money. Some recommendations from council members are:

- Issuance of certificates of participation for completing more streets projects
- Renovation of the Wilson and Colonia Senior Centers
- Establishment of security trailer at Ormond Beach
- Provision of life guards at local beaches
- Implementation of levee construction along the banks of the Santa Clara River.

By late October, early November 2013, the City Council will have to determine which, if any of the 46 properties of the former redevelopment agency will be purchased by the city. By then, a strategic assessment of these properties will have been completed. The Council will need to consider these properties in the context of the renewal of downtown, the preservation of Ormond Beach, the need for infill housing, and job growth. I request that the staff and council thoroughly investigate all options and possibilities for these properties prior to the submission of the long-range property management plan to the California State Department of Finance in the fall, 2013.

Finally, the City Council should set a goal to select a permanent City Manager no later than January, 2014. This process should involve the public to the greatest extent possible and the City Council should address the issue of compensation at the very beginning of the process. Most importantly, the timing of establishing new standards for ethics in city government should coincide with the final selection of the most qualified candidate to serve the residents of Oxnard.

Sincerely,

Tim Flynn

Tim Flynn
Mayor

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). ______	■ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Todd Housley, Environmental Resources Superintendent TH Agenda Item No. N-2

Reviewed By: City Manager MMH City Attorney SMF Finance JC Public Works

DATE: July 24, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director s.h.
Public Works

SUBJECT: **Management, Operation and Maintenance of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility)**

RECOMMENDATION

That City Council:

1. Approve and direct staff to discontinue the Del Norte-Request for Proposal (RFP) for a contractor to manage, operate and maintain the Del Norte Facility.

2. Provide direction to staff for the future operations of the Del Norte Regional Recycling and Transfer Station.

DISCUSSION

On October 23, 2012, the City Council approved the Second Amendment to the Agreement for Consulting Services with HF&H to facilitate a Request for Proposal (RFP) for a contractor to manage, operate and maintain the Del Norte Facility. On March 5, 2013, the City Council received a report from HF&H for review and release of the final Del Norte-RFP package. Council approved the Del Norte-RFP and it was released on March 15, 2013. In tandem with the Del Norte-RFP, Council directed staff to hire a consultant to prepare a business plan for the City to manage, operate and maintain the Del Norte Facility. Staff completed a competitive RFP and determined that among firms participating in the RFP that Gershman, Brickner & Bratton, Inc. (GBB) was the most qualified firm to develop a business plan for the City.

On July 23, 2013, the Council directed staff to return to Council on July 30, 2013 to consider discontinuance of the Del Norte RFP.

FINANCIAL IMPACT

The costs associated with the recommendation to discontinue the Del Norte-RFP have not been determined at this time and will be evaluated by staff.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7/30/2013

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ________	☐ Report
☐ Res. No(s). ________	☐ Public Hearing (Info/consent)
☐ Other ________	☐ Other ________

Prepared By: Karen R. Burnham, Interim City Manager Agenda Item No. S-1

Reviewed By: City Manager MMH City Attorney SMF Finance JF Other *(Specify)*

DATE: July 30, 2013

TO: City Council

FROM: Karen R. Burnham, Interim City Manager
City Manager's Office

SUBJECT: **Agreements for City Council Review**

RECOMMENDATION

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

DISCUSSION

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to $25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above $25,000 and up to $250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

City Manager Contract List for 07/30/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	**Human Resources** Michelle Tellez 385-7590	**Littler Mendelson, P.C.** Agreement No. 5521-11-CA Amendment 1	**Attorney Services** The law firm posseses the skills, qualifications and experience in this area of expertise. The firm has been providing legal services since 2009 and is one of three firms which the City uses for personnel and employee relations matters. **Total Contract Amount: $75,000** **FundingSource: General Fund**	$50,000
B	Amendment	**Library - South Oxnard** Barbara Murray 385-7522	**Bellas Janitorial Services** Agreement No. 5850-12-LI Amendment 1	**To provide custodial services for the South Oxnard Branch Library** Current agreement expired on June 30, 2013. The Library is requesting permission to extend the contract for six months. The term for this amendment will begin July 1, 2013 and end December 31, 2013. This six month extension is necessary to allow time to initiate the Request for Proposal process. The value of this amendment is $10,200. The total value of the amended agreement is $30,600. Original contract was awarded through an RFP process. **Total Contract Amount: $30,600** **FundingSource: General Fund**	$10,200
C	Amendment	**Library - Main** Yvonne Harper 385-7512	**Bellas Janitorial Services** Agreement No. 5832-12-LI Amendment 1	**To provide custodial services for the Main Library** Current agreement expired on June 30, 2013. The Library is requesting permission to extend the contract for six months. The term for this amendment will begin July 1, 2013 and end December 31, 2013. This six month extension is necessary to allow time to initiate the Request for Proposal process. The value of this amendment is $30,000. The total value of the amended agreement is $90,000. Original contract was awarded through an RFP process. **Total Contract Amount: $90,000** **FundingSource: General Fund**	$30,000
D	Purchase Order	**Public Works/Steets & Waterways** Phil Gregoire 385-8056	**Crafco** Purchase Order No. 1233	**Asphalt Cold Patch Material** Asphalt Cold Patch Material for patching potholes, filling utility cuts and repairing damaged asphalt. On June 5, 2013 the Purchasing Division and the Streets Division solicited an RFB for Asphalt Cold Patch Material. Craftco was the lowest bidder meeting all requirements for the contract. **Total Contract Amount: $50,000** **FundingSource: State Gas Tax Funds**	$50,000

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ATTACHMENT #1
PAGE 1 OF 2

City Manager Contract List for 07/30/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	**Purchase Order**	**Public Works/Steets & Waterways**	**State Ready Mix**	**Concrete Material**	**$50,000**
		Phil Gregoire	Purchase Order No. 1234	Concrete material to provide ongoing maintenance and repair of sidewalks, curbs and gutters, and other concrete street infrastructure. On June 5, 2013 the Purchasing Division and the Street's Division solicited an RFB for Concrete Material. State Ready Mix was the lowest bidder.	
		385-8056		**Total Contract Amount: $50,000**	
				FundingSource: State Gas Tax Funds	
F	**Purchase Order**	**Public Works Construction and Design Services - Street Maintenance & Repair**	**Zumar Industries Inc.**	**Signs for Street Maintenance**	**$100,000**
		Phil Gregoire	Purchase Order No. 1204	Blanket Purchase Order for sign purchases for Fiscal Year 2013-2014. Bids were solicited from Zumar and Traffic Technologies. Both are local suppliers. Zumar responded with the lowest prices and is the recommended vendor for the PO.	
		385-8056		**Total Contract Amount: $100,000**	
				FundingSource: State Gas Tax Funds	

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ATTACHMENT #1
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7 / 30 / 13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: May Roque MR Agenda Item No. S-2

Reviewed By: City Manager City Attorney SMF Finance Other *(Specify)* N/A

DATE: July 11, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent MA
General Services

SUBJECT: **First Amendment to Agreement with Genuine Parts Company for On-Site Fleet Parts Program**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to the Agreement (6212-13-CM) with Genuine Parts Company DBA NAPA Auto Parts for an estimated amount of $315,000, based on required staffing levels and historic parts and tires usage, for an estimated total contract amount of $630,000, for vendor to provide on-site repair parts and tires to City from September 1, 2013, to October 31, 2013.

DISCUSSION

The Fleet Services Division of General Services provides maintenance and repair of the City's vehicle and equipment fleet. As Fleet Services does not have a City-owned parts store or dedicated parts staff, this essential service has been provided, since June 1, 2007, via contract through an on-site store.

In July 2012, Fleet Services staff received approval to proceed with a Request for Proposals for an On-site Fleet Parts Program as the agreement with the on-site parts vendor was expiring on June 30, 2013. On February 1, 2013, Request for Proposals No. FS-13-2 was posted on the City's website. Three vendors submitted proposals by the February 28, 2013, deadline: Warren Distributing, Factory Motor Parts, and Genuine Parts Company. Based on proposal evaluation, references, and site visits, staff recommended contract award to Genuine Parts Company DBA NAPA Auto Parts, the current vendor.

An emergency agreement for a two-month period from July 1, 2013, to August 30, 2013, for $315,000 was approved by City Council on July 2, 2013, as the City and Genuine Parts Company were trying to resolve insurance issues required by the agreement. As these issues are still unresolved, Fleet Services staff requests approval of the First Amendment to Agreement for an estimated amount of $315,000, extending the agreement for another two months, from September 1, 2013, to October 31, 2013, for an estimated total contract amount of $630,000. These estimates are based on actual expenditures of approximately $1,890,000 in FY 2012-13.

FINANCIAL IMPACT

As an internal service fund, Fleet Services charges customer departments for services and supplies purchased on their behalf. These charges have been included in each department's recommended operating budget.

mmoar

Attachment No. 1 – First Amendment to Agreement for On-Site Consulting Services

Agreement No. 6212-13-CM

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for On-Site Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of September, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Genuine Parts Company DBA NAPA Auto Parts ("Contractor"). This First Amendment amends the Agreement entered into on July 1, 2013, by City and Contractor.

City and Contractor agree as follows:

1. In Section 12 of the Agreement, the date "August 31, 2013" is deleted and replaced with the date "October 31, 2013."

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

CITY OF OXNARD	GENUINE PARTS COMPANY DBA NAPA AUTO PARTS
____________________ Tim Flynn, Mayor	____________________ Brad Shaffer, Division Vice President
ATTEST: ____________________ Daniel Martinez, City Clerk	
APPROVED AS TO FORM: ____________________ For Alan Holmberg, City Attorney	APPROVED AS TO INSURANCE: ____________________ James Cameron, Risk Manager
APPROVED AS TO CONTENT: ____________________ Michael Henderson, General Services Supt.	APPROVED AS TO CONTENT: ____________________ Bill Birch, Project Manager
APPROVED AS TO AMOUNT: ____________________ Karen R. Burnham, Interim City Manager	

Attachment No. 1
Page 1 of 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07 / 30 / 13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other Study Session

Prepared By: Michael Henderson MH Agenda Item No. S-3

Reviewed By: City Manager MMH City Attorney SMF Finance JC Other *(Specify)*

DATE: July 18, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent MH
City Manager Department

SUBJECT: **Appropriation of Funds for Asbestos Abatement and Building Rehabilitation**

RECOMMENDATION

That City Council approve appropriation of $85,000 from Facilities Maintenance Fund for asbestos abatement and building rehabilitation at 305 West Third Street.

DISCUSSION

The ceiling tiles and sprayed-on fireproofing at the first floor of the West Wing of Civic Center building contain asbestos. This area is in the process of being prepared for new occupancy which requires the abatement of the asbestos containing materials in preparation for the other needed work. We are seeking to appropriate funds for the abatement and reconstruction work. The first phase of the work includes contracting the abatement of the asbestos-containing materials and application of new fireproofing material. The second phase, which will be performed by city staff, includes installation of a new ceiling system, installation of new energy-efficient lighting, installation of new ductwork and various ADA upgrades as required by code.

FINANCIAL IMPACT

There is sufficient fund balance from Facilities Maintenance Fund 735 to fund new project asbestos abatement of 305 W. Third Street Project no. 147401 in the amount of $85,000.

Attachment #1 – Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: General Services **Date:** July 30, 2013

Project/Program Manager: Art Gutierrez **Phone:** x8082

Reason for Appropriation:

To establish new project ASBESTOS ABATE-305 W. 3RD and appropriate fund balance for removal of asbestos, new fireproofing material, installation of a new ceiling system, installation of new energy-efficient lighting, installation of new ductwork, and various ADA upgrades as required by code to project.

Accounts and Descriptions		**AMOUNT**
Fund: FACILITIES MAINTENANCE (735)		
Expenditures/Transfers Out		
ASBESTOS ABATE-300 W. 3RD (14I001)		
735-7401-852.82-09	OTHER SERVICES / SVCS-OTHER PROF/CONTRACT	55,000
735-7401-853.81-04	GEN. AND ADMIN EXPENSES / SUPPLIES SHOP/FIELD	27,500
735-7401-857.86-23	CAPITAL OUTLAY / SITE PERMITS AND FEES	2,500
	Sub-total Expenditures	85,000
	Net Change to Fund Balance	**(85,000)**

Approvals

Department Director [signature]

Chief Financial Officer James Cameron

City Manager

ATTACHMENT NO. 1

PAGE 1 OF 1

SBA# (Finance Use Only)

BA Doc# (Finance Use Only)

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/2013

ACTION	TYPE OF ITEM
☐ Approved Recommendation	X Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Cynthia Daniels Cd ______ Agenda Item No. S-4

Reviewed By: City Manager KRB City Attorney SMF Finance JC Other *Winegar*

DATE: July 23, 2012

TO: City Council

FROM: Cynthia Daniels, Project Manager Cynthia Daniel
Development Services Department

SUBJECT: Special Budget Appropriation for Traffic & Trip Demand Management Plan

RECOMMENDATION

That City Council approve a special budget appropriation recognizing federal revenue and appropriating $132,795 to "Traffic/Trip Demand Management Plan" to implement policies of the *2030 General Plan*.

DISCUSSION

On April 13, 2012, the Ventura County Transportation Commission (VCTC) approved the City's application for a Congestion Mitigation and Air Quality Improvement Program (CMAQ) grant for $150,000 for a traffic and trip demand management plan (TDM), which amount consists primarily of a federal grant along with a partial City match. The *2030 General Plan* includes a goal for infrastructure and community services (Goal ICS-7, "Effective Transportation Demand Management (TDM) programs that help achieve air quality goals and minimize congestion."). Policy No. ICS-7.1 requires TDM programs where feasible. Since the late 1980's, the City has conditioned large projects to contribute to a "TDM fund" (the Air Pollution Buy-Down Fund) as a cumulative air quality impact mitigation designed by the Ventura County Air Pollution Control District (APCD). The TDM fund is used to fund transit operations, bus stop construction, and other improvements intended to encourage and enhance transit and bicycle modes as alternatives to single-vehicle occupancy. This fee mitigation program has worked well, but is a one-time fee imposed largely on new development or major redevelopment projects. What is missing in a comprehensive approach to manage congestion is a scalable, feasible, cafeteria-style TDM program that takes advantage of current and emerging technologies (e.g. Twitter, intelligent transportation systems (ITS), location-based geographic information systems (GIS) services, etc.) that would be adopted citywide and apply to most employers and traffic-generating uses, as appropriate and feasible.

The federal revenue represents 88.53 percent of the total grant. The matching funds of 11.47 percent were appropriated to the project in the City's fiscal year 2012-13 budget.

FINANCIAL IMPACT

Federal grant funds in the amount of $132,795 will be recognized and appropriated to "Traffic/Trip Demand Management Plan" (Project No. 133106). Adequate funds are available for the local match.

CD

Attachment #1 - Special Budget Appropriation
#2 Excerpt from Grant Application Describing the Scope of Work

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services **Date:** July 30, 2013
Project/Program Traffic/Transportation Demand Management Plan
Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

Recognize federal grant revenue and increase project budget for staff and consultant cost.

Accounts and Descriptions		**AMOUNT**
Fund: FEDERAL TRANSPORTATION MULTI-YEAR GRANTS (275)		
Revenues/Transfers In		
TRANSIT SERVICES CIP (3125)		
275-3125-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	132,795
	Sub-total Revenues	132,795
Expenditures/Transfers Out		
TRIP/TRAFFIC DEMAND MANAGEMENT PLAN (Project No. 133106)		
275-3125-826.84-51	SERVICES FROM OTHER PROGRAMS	47,295
275-3125-826.82-09	SERVICES - OTHER PROF/CONTRACT	85,500
	Sub-total Expenditures	132,795
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**132,795**

Approvals

Department Director ______________________
Matthew Winegar

Chief Financial Officer ______________________
James Cameron

Interim City Manager ______________________
Karen Burnham

ATTACHMENT 1
PAGE 1 OF 1

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only)____________
BA Doc# (Finance Use Only)____________
Revised : 2/23/2012

Lead Agency: City of Oxnard
Project Title: Oxnard Traffic/Trip Demand Management Plan

With this grant, a request for proposals (RFP) would be prepared to retain a TDM consultant to prepare a TDM program and interact with local business and industrial stakeholders. The scope of services would include the following tasks:

1. Review and present best practices of recent TDM's in similar type cities and economies.
2. Review Oxnard's traffic system, planned improvements, transit services, bicycle and pedestrian links and plans, and other relevant information.
3. Analyze local and regional commute patterns utilizing the Census Bureau's Local Employment Dynamics system and the 2010 American Community Survey.
4. Estimate existing GHG emissions from current commute patterns consistent with State California Air Resources Board (CARB) GHG estimation protocols, and identify opportunities for TDM measures that are scalable and matched to a matrix of employer types and sizes.
5. Share the proposed TDM measures with a City-identified employer stakeholder group to revise the TDM program based on local input.
6. Create a software application, preferably in Excel or CalEEMod, that allows City staff to estimate trip and GHG reductions from various TDM measures, and train City staff on its use and maintenance.
7. Create an interactive Internet application hosted by the City that provides TDM measure information to the public, including real-time information about traffic congestion, transit services, and road closures that is maintained by direct automated information from transit providers and the City's ITS system.
8. Prepare a TDM plan and implementing resolution or ordinance and participate in the review and adoption process.

Project Federal Funding:

Federal Funds Requested: $ 132,795

Phase(s): Preliminary engineering

Match: $17,205 (11.47%) Source(s): Oxnard TDM fund

Total Project Cost $ 150,000

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/2013

ACTION	TYPE OF ITEM
☐ Approved Recommendation	X Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Cynthia Daniels CD Agenda Item No. S-5

Reviewed By: City Manager City Attorney Finance Other *Winegar*

DATE: July 23, 2012

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department

SUBJECT: **Project Specification No. GS09-18 for Oxnard Boulevard Bicycle and Pedestrian Facility**

RECOMMENDATION

That City Council adopt plans, specifications, and working details for Project Specification No. GS09-18 to construct a bicycle and pedestrian path east of Oxnard Boulevard and south of Gonzales Road, adjacent to the future Sports Park.

DISCUSSION

Background. In 1999, the City received from the federal Transportation Equity Act for the 21st Century (TEA-21) a grant for congestion mitigation and air quality improvement program, known as CMAQ, (for expenditure beginning in federal fiscal year 2001/2002) for a bicycle and pedestrian path along Oxnard Boulevard from Vineyard Avenue to the Oxnard Transportation Center at 201 E. Fourth Street. On November 18, 2003, the City Council adopted Resolution 12,525 approving the preferred alignment for the Oxnard Boulevard bicycle and pedestrian facility. In 2004, the City received a grant of $585,000 from the State of California's bicycle transportation account to acquire right of way for the bicycle and pedestrian path (Agreement No. A-6469). In 2004, staff determined the project is a programmatic categorical exclusion under the National Environmental Policy Act, and a categorical exemption under the California Environmental Quality Act (CEQA). The scope of the project was subsequently reduced when the Union Pacific Railroad Company and Southern California Edison refused to sell property for an easement to extend the bicycle and pedestrian path along Oxnard Blvd. from Vineyard Avenue to Second Street.

Bike & Pedestrian Path. The project will construct a multi-use path 1,265 ft. long within a dedicated 35 foot wide corridor on the west side of the future Sports Park. The path will complete the missing segment between the existing path to the south, and the bike lane on eastbound Gonzales Road. Amenities will include signage, fencing, landscaping, and lighting in addition to the concrete path. The path meets the standards from the Caltrans highway design manual for bicycle paths, which is a requirement of the State grant.

FINANCIAL IMPACT

The Oxnard Blvd. Bicycle and Pedestrian Path, Project No. 003113, is funded with federal and state grants, the Transportation Development Act Bicycle / Pedestrian Fund, and the Air Pollution Buy-down Fund. After the project bids are received and evaluated, staff will return to City Council to recommend award to the lowest responsive and responsible bidder and to appropriate additional funds if required.

CD

Note: Copies of Project Specification No. GS09-18 are available for review at the Contract Procurement Office, 1060 Pacific Avenue, Bldg. 2, Oxnard after 8:00 a.m. on Monday, July 22.

AGENDA ITEM NO.
S-6

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. 2871

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 OF ARTICLE III OF CHAPTER 19 TO THE OXNARD CITY CODE CONCERNING USE OF CITY STREETS AND HIGHWAYS BY OVERWEIGHT VEHICLES

....

WHEREAS, Section 35551 of the California Vehicle Code establishes a maximum allowable gross weight for the operation and movement of vehicles and loads upon City streets and highways; and

WHEREAS, Section 35700 of the California Vehicle Code authorizes the City to permit the operation and movement of vehicles and loads upon City streets and highways that exceed the maximum gross weight of vehicles and loads specified in the Vehicle Code upon the City's adoption of an ordinance; and

WHEREAS, Section 35780 of the California Vehicle Code authorizes the City to issue special permits to allow all persons wishing to operate or move overweight vehicles and loads upon certain designated City streets and highways; and

WHEREAS, the City desires to regulate the operation and movement of overweight vehicles and loads by limiting their operation and movement to designated City streets and highways; and

WHEREAS, the City further desires to regulate the operation and movement of overweight vehicles by requiring that all persons wishing to operate or move overweight vehicles upon designated City streets and highways obtain a special permit.

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

Part 1. Division 3 of Article III of Chapter 19 is hereby added to read as follows:

"DIVISION 3 USE OF CITY STREETS AND HIGHWAYS BY OVERWEIGHT VEHICLES

SEC. 19-240. DEFINITIONS.

The following words and phrases, whenever used in this division, shall be construed as defined in this section.

(A) "Designated streets" means those City streets or highways, or portions thereof, that have been designated by the City Council by resolution as being open to travel by overweight vehicles pursuant to a special permit issued under the provisions of this division.

(B) "Director" means the Director of Development Services of the City of Oxnard, or his or her designee.

(C) "Overweight vehicle" means a vehicle, combination of vehicles, or mobile equipment, which, in combination with its load, has a maximum gross weight in excess of the weight limit of vehicles and loads specified in the California Vehicle Code, but does not exceed 95,000 pounds gross vehicle weight. Ocean shipping equipment under the seal of United States Customs shall not be subject to the provisions of this division.

(D) "Person" means any natural person, firm, association, organization, partnership, corporation, public corporation, political subdivision or any department or agency thereof.

(E) "Year" means calendar year commencing January 1 and ending the following December 31.

SEC. 19-241. SPECIAL PERMIT REQUIRED.

No person shall operate or move an overweight vehicle upon City streets or highways except pursuant to a special permit issued under the provisions of this division. A special permit shall be required for each overweight vehicle to be operated or moved on City streets or highways. Notwithstanding the foregoing, a person shall not be required to obtain a special permit pursuant to this division if they are required to obtain a City permit for a vehicle whose height, length or width exceeds the maximum specified in the California Vehicle Code, have obtained the permit and the permit is currently valid.

SEC. 19-242. DESIGNATED STREETS.

The City will only issue a special permit for operation or movement of an overweight vehicle upon designated streets. Designated streets shall be established by a resolution of the City Council.

SEC. 19-243. AUTOHRITY TO ISSUE SPECIAL PERMIT.

(A) The Director or his designee is authorized to issue special permits under this division for either a single movement or on a yearly basis for continuous operation. Every permit issued for continuous operations shall expire on December 31 of the year for which it is issued. The Director may issue or withhold a special permit in his or her discretion or may issue a special permit conditioned upon the following:

(1) The number of trips authorized.

(2) Seasonal or other time limitations within which the overweight vehicle may be operated or moved on the designated streets.

(3) An undertaking or other security as may be deemed necessary to protect the City's streets, highways and bridges from damage.

(4) Required proof of financial responsibility in an amount required for compliance with California Vehicle Code section 16500.5.

(5) Such conditions of operation of the overweight vehicle as may be necessary to assure against undue damage to the road foundations, surfaces, bridges or other structures.

(6) Potential negative safety or environmental impacts in the opinion of the City Traffic Engineer, Fire Chief, or the Police Chief.

(B) No special permit issued pursuant to this section shall authorize the transport of hazardous materials or hazardous wastes, as those terms are defined by local, state, and federal law.

SEC. 19-244. APPLICATION REQUIRED.

The City will issue a special permit only upon receipt of a signed and verified application describing the vehicle and load, including weight, and stating whether the special permit is requested for a single trip or continuous operations. Each application shall be accompanied with a special permit fee. The amount of all special permit fees shall be established by a resolution of the City Council.

SEC. 19-245. SPECIAL PERMIT CONDITIONS.

Every special permit issued pursuant to this division shall provide that:

(A) The maximum allowable gross combined vehicle weight to be permitted may not exceed 95,000 pounds with appropriate equipment and the vehicle, combination of vehicles, or mobile equipment shall conform to the axle weight limits specified in Section 35550 of the California Vehicle Code.

(B) The maximum speed limit for any overweight vehicle shall be thirty (30) miles per hour.

(C) Each person to whom a special permit is issued shall agree to defend and indemnify City, its City Council, boards, officers and employees from any and all damages, costs and expenses sustained or incurred by City, its boards, officers and employees resulting from or arising out of the issuance of a special permit and the use of City streets or highways whether designated or non-designated.

(D) Each person to whom a special permit is issued shall agree to be responsible for all injuries or death of persons and for all damages to property of every kind caused by or resulting from or arising out of the issuance of a special permit and use of City streets or highways, whether designated or non-designated.

(E) Each person to whom a special permit is issued shall agree to carry a copy of the special permit in the overweight vehicle for which the permit is issued and furnish a copy to any peace officer upon demand.

(F) Each person to whom the special permit is issued shall furnish evidence satisfactory to the Director that the overweight vehicle has undergone safety inspection by a governmental agency having jurisdiction within ninety (90) days preceding the issuance of the special permit and at least once each ninety (90) days during the permit period.

(G) Each person to whom a special permit is issued shall be prohibited from using an overweight vehicle to transport hazardous materials or hazardous wastes, as those terms are defined by local, state and federal laws, across any City street or highway, or portion thereof.

(H) Each person to whom a special permit is issued shall at all times comply with all laws, ordinances, rules and regulations of all federal, state and local governmental authorities having jurisdiction over the operation and maintenance of the overweight vehicle.

(I) No detour from a permitted route may be made without prior written permission of the Director or his designee.

(J) Except for permitted detours, no route shall be on any street or highway, or portion thereof, not designated by a resolution of the City Council.

(K) Every overweight vehicle permitted under this division and each special permit issued pursuant hereto shall be subject to inspection by the Director or his designee, or any peace officer, at any time it is on a City street or highway within the limits of the City for the purpose of determining compliance with the provisions of the special permit.

(L) As a condition precedent to the City's issuance of a special permit, the applicant shall furnish the Director evidence that each driver of an overweight vehicle shall have completed training in the operation of an overweight vehicle.

SEC. 19-246. VEHICLE TRIP LOGS.

All persons operating or moving an overweight vehicle pursuant to a continuous operation special permit shall maintain a vehicle trip log that evidences all vehicle trips on a City street or highway within the limits of the City for the then current year. Vehicle trip logs shall, at a minimum, contain the following information: license plate number, month and year, date of trip, driver's name or any other information that the Director may deem appropriate. A copy of the vehicle trip log shall at all times be kept in the overweight vehicle and shall be presented to any peace officer upon demand. As a condition precedent to the City's issuance of any new continuous operation special permit, each application shall be accompanied by a vehicle trip log from the previous year.

SEC. 19-247. FURNISHING PROOF OF COMPLIANCE WITH THIS DIVISION.

All persons operating or moving an overweight vehicle shall carry a copy of any special permit issued pursuant to this division in the overweight vehicle for which the permit is issued and furnish a copy to any peace officer upon demand.

SEC. 19-248. REVOCATION OF PERMIT.

The Director may revoke all continuous operation special permits issued to a person, if the person, his employee or agent is determined by the Director to have violated any two (2) special permit conditions or violate the same special permit on two (2) occasions within any ninety-day (90) calendar period. No special permit shall be issued to a person whose special permit has been revoked pursuant to this section for ninety (90) calendar days following such revocation. Nothing contained in this division shall be deemed or construed as limiting the power of a peace officer to issue a citation for or otherwise enforce violations of law with respect to operation of an overweight vehicle upon designated streets upon discovery of a violation of a condition of a special permit.

SEC. 19-249. RULES AND REGULATIONS.

The Director or his designee may adopt, repeal, amend and modify administrative regulations implementing the provisions of this division, including, but not limited to, operating requirements, trailer requirements, driver requirements, and any other matter deemed necessary for the effective administration of this division.

SEC. 19-250. OTHER PERMITS.

A special permit issued pursuant to this division shall be in addition to and obtained prior to applying for any other permit which may be required by law for the operation or movement of an overweight vehicle upon public streets or highways."

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

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. ____ was first read on __________, 2013 and finally adopted on ______________, 2013 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

____
Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For
____
Alan Holmberg, City Attorney

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Lou Balderrama, City Engineer LB Agenda Item No. S-7

Reviewed By: City Manager MMH City Attorney SMF Finance JC Public Works

DATE: July 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Third Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Recycled Water Retrofit Project (Agreement No. A-7338)**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Third Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. (Agreement No. A-7338) to increase the total by $202,496 for a total contract value of $4,698,524.

DISCUSSION

On July 27, 2010, the City Council approved the Agreement with Carollo Engineers, Inc. (Carollo) for the design of recycled water pipeline and retrofit projects, primarily within the existing city limits. The recent increase in demand for recycled water for agricultural customers in the area southeast of the city limits has shifted the focus of needed projects from the west and north areas to the southeast Hueneme Road Recycled Water Pipeline Project. The increased demand from the agricultural customers will allow the City to operate the newly constructed Advanced Water Purification Facility (AWPF) more efficiently. Constructing one large recycled water pipeline on Hueneme Road to serve a few high water demand agricultural customers is much more cost-effective than constructing many smaller pipelines to new small demand recycled water customers throughout the City. This shift necessitated a change to the engineering services being provided by Carollo.

On September 11, 2012, the City Council approved a First Amendment with Carollo that deleted certain design services and added construction management services, reducing the total value of the agreement by $886,444. City staff designed a portion of the Hueneme Road pipeline, reducing the need for Carollo's design services. Additional construction services were needed due to the changes in the Recycled Water Backbone alignment. At the time of the First Amendment, staff was not yet able to project the total future need for construction services from Carollo.

On March 19, 2013 the City Council approved a Second Amendment with Carollo that added construction management services, increasing the total value of the agreement by $582,155. The Second Amendment provided the technical resources needed to properly manage the Hueneme Road Recycled Water Pipeline Phase I Project, currently under construction. Services included: construction management, field engineering, inspection, survey, contract administration, testing, post construction services, and quality control/management.

In September 2013 the City Council will consider adoption of the multi-party recycled water agreement and groundwater management plan, which together establish the framework for recycled water deliveries to large agricultural customers to the south and east of the City, including two public agencies systems, the United Water Conservation District's Pumping Trough Pipeline System, and the Pleasant Valley County Water District System. Implementation of this agreement will require significant engineering analyses and the updating and coordination of several of the City's master planning and regulatory documents.

The Third Amendment extends the construction management services, survey services and on the job survey equipment training for the City's survey crew and engineering technicians. These services are critically needed for the Hueneme Road Recycled Water Pipeline Phase I Project.

FINANCIAL IMPACT

The Hueneme Road Recycled Water Pipeline Project Phase I and Recycled Water Retrofit Project are planned components of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program. The Third Amendment services to be provided by Carollo Engineers would be funded by the 2010 Series Water Revenue Bonds

Attachment #1 - Third Amendment to Agreement No. A-7338

Agreement No. A-7338

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on July 27, 2010, by City and Consultant. The Agreement previously has been amended on September 11, 2012, by a First Amendment, and on March 19, 2013, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the figure "$4,496,028" is deleted and replaced with the figure "$4,698,524."
2. Exhibits A, A1, and A2 are supplemented by Exhibit A3, attached hereto, and incorporated herein by reference.
3. As of July 31, 2013, Exhibit C1 is replaced by Exhibit C2 attached hereto, and incorporated herein by reference.
4. Consultant agrees that the execution of this Third Amendment by the City and the performance of the obligations hereunder by either party shall not be construed as and are not a waiver of any claims City may now have or which may have against Consultant related to the Agreement or the project described in the Agreement. All such claims and potential claims are expressly reserved by the City.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD	CONSULTANT
______________________	*Michael Britten*
Tim Flynn, Mayor	Mike Britten, Vice President, Carollo Engineers, Inc.
ATTEST:	APPROVED AS TO INSURANCE:
______________________	*James Cameron*
Daniel Martinez, City Clerk	James Cameron, Risk Manager
APPROVED AS TO CONTENT:	APPROVED AS TO FORM:
[signature]	[signature]
Rob Roshanian, Interim Public Works Director	City Attorney
	APPROVED AS TO AMOUNT:
Lou Balderrama	*Marc Hoffman*
Lou Balderrama, City Engineer	Karen R. Burnham, Interim City Manager

EXHIBIT A3
City of Oxnard
Recycled Water Retrofit Program
Design Contract Amendment
SCOPE OF WORK

TASK 4 ENGINEERING SERVICES DURING CONSTRUCTION (INCREASE BY $202,496)

Increased effort for Hueneme Rd Phase 1 CM services due to extended completion dates

Add Subtask 4.1.7 – Hueneme Rd Phase 1 Surveying Assistance and Training. Provide assistance and training to city survey staff working on the Hueneme Rd pipeline.

EXHIBIT C2

FEE SCHEDULE
As of July 31, 2013

	Hourly Rate
Engineers/Scientists	
Assistant Professional	$155.00
Professional	$190.00
Project Professional	$225.00
Lead Project Professional	$245.00
Senior Professional	$265.00
Technicians	
Technicians	$125.00
Senior Technicians	$145.00
Support Staff	
Document Processing / Clerical	$ 95.00
Subconsultants	**Cost + 5%**

This fee schedule is subject to annual revisions due to labor adjustments.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/2013

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Lou Balderrama, City Engineer LB Agenda Item No. S-8

Reviewed By: City Manager City Attorney RT Finance Public Works

DATE: July 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Project Specification PW13-15 Localized Pavement Maintenance Project (2013)**

RECOMMENDATION

That City Council approve Project Specification No. PW13-15 Localized Pavement Maintenance Project (2013) and authorize staff to solicit bids.

DISCUSSION

The Localized Pavement Maintenance Project is a citywide preventative maintenance that cleans, fills, and seals pavement cracks to prevent surface water from passing through the asphalt concrete layer into the subbase material. This maintenance prolongs the life of the pavement for approximately five years by preventing potholes and cracking.

The plans and specifications include contractor provisions of mobilization and demobilization, traffic control, storm water pollution prevention plan, asphalt milling, excavation, asphalt and concrete materials, sealing materials, installation of traffic loop detector, stripings and markings. Contractor bids will consists of furnishing all materials, equipment, supplies and services, and performing all labor required to complete the project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

A site map of the neighborhoods specified for this project is provided in Attachment No. 1. Neighborhoods not specified for this project will be recommended for localized pavement maintenance in 2014.

FINANCIAL IMPACT

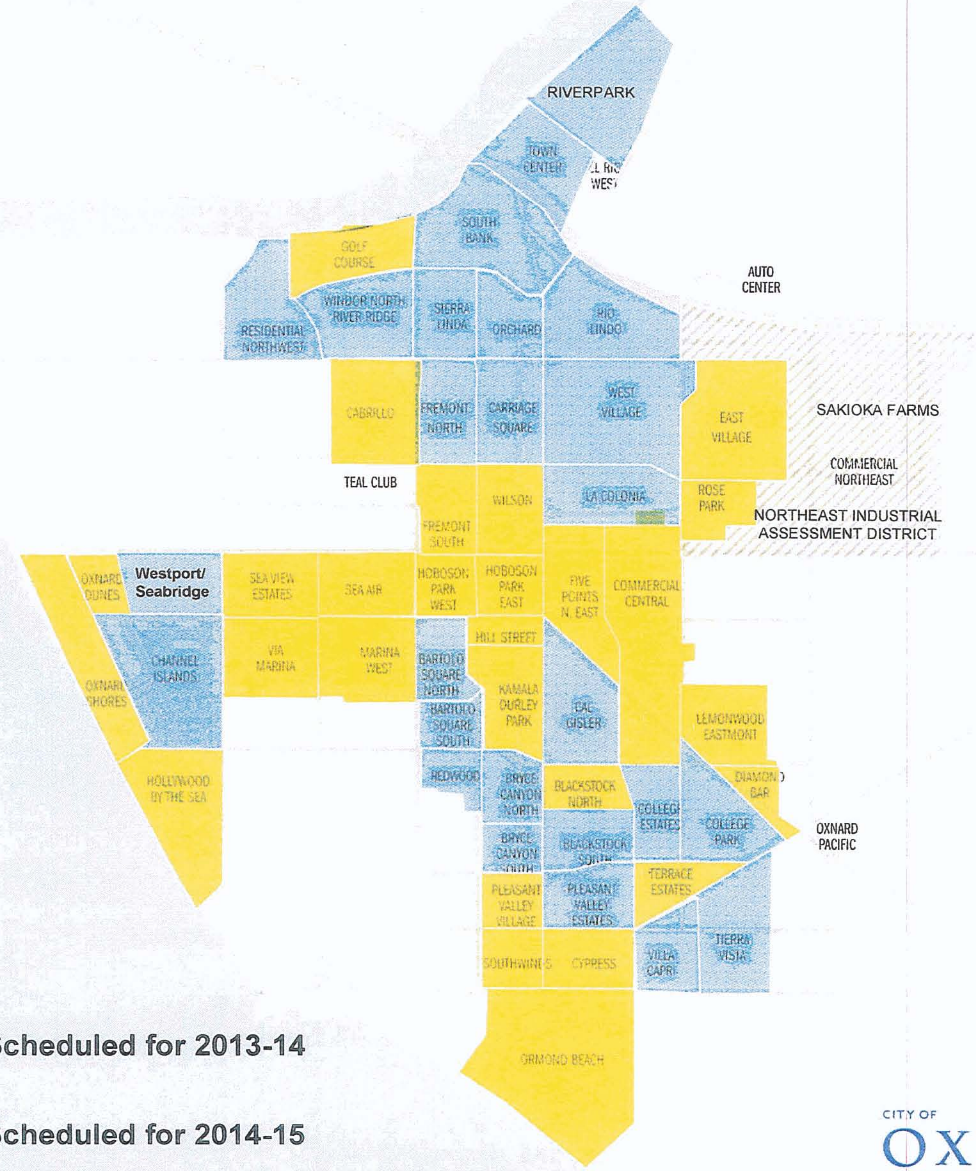
Project funding is available from Measure "O" Half-Cent Sales Tax appropriated pavement and roadway maintenance.

Attachment #1 - Project Site Map

Note: Plans and specifications for PW13-15 for the Localized Pavement Maintenance Project (2013) are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.

LOCALIZED PAVEMENT MAINTENANCE 2013

NEIGHBORHOODS
DIAMOND BAR
TERRACE ESTATES
CYPRESS
SOUTHWINDS
BLACKSTOCK NORTH
ORMOND BEACH
PLEASANT VALLEY VILLAGE
HOLLYWOOD BY THE SEA
OXNARD SHORES
VIA MARINA
SEA AIR
FREMONT SOUTH
WILSON
ROSE PARK
EAST VILLAGE
GOLF COURSE
LEMONWOOD
HOBSON PARK EAST AND WEST
HILL STREET
KAMALA DURELY PARK
FIVE POINTS EAST
COMMERCIAL CENTRAL



Scheduled for 2013-14

Scheduled for 2014-15

CITY OF OXNARD CALIFORNIA

Attachment No. 1
Page 1 of 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/2013

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Anthony Emmert, Water Resources Manager Agenda Item No. S-9

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: July 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director

SUBJECT: **Agreement with Aqua-Tech Services, Inc. for Water Backflow Prevention Assemblies Testing and Maintenance**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with Aqua-Tech Services, Inc. (A-7606) for an amount not to exceed $285,000 for three years of water backflow prevention assemblies testing and maintenance.

DISCUSSION

The California Code of Regulations, Title 17, requires that owners of backflow devices test them at least once per year and certify that they are operational. Any assemblies that fail to meet specifications must be repaired or replaced as soon as possible, in order to ensure that the City's potable water supply remains free from potential backflow contaminants. The California Department of Public Health administers the regulations, and requires the City to provide an annual report of devices tested and repaired.

The scope of work includes testing and certifying over 400 City-owned backflow prevention assemblies of various sizes and types, as well as any necessary cleaning, repair, parts replacement, or replacement of the entire assembly, as required for certification, and retesting. The proposed scope also includes testing and certifying privately-owned backflow assemblies whose owners failed to have them tested and certified operational in a timely manner, as required by City Code. Any charges associated with testing and certifying of privately-owned backflow assemblies will be reimbursed by the owner.

On June 3, 2013, the City sent out a competitive two-part Request for Proposal (RFP) for water backflow prevention assemblies testing and maintenance. The first part requested a statement of qualifications and the second part requested a statement of compensation. The RFP was published in the Ventura County Star, posted on the City's website, and mailed to twenty-seven (27) vendors, with a closing bid date of June 24, 2013. Two (2) firms responded with proposals.

Staff disqualified one proposal, as it did not meet the requirements of the RFP. Staff verified that Aqua-Tech Services, Inc. (Aqua-Tech), the only remaining proposer, was capable and qualified to meet the City's standards; therefore, staff recommends the City award the contract to Aqua-Tech.

FINANCIAL IMPACT

The term of the agreement is three (3) years. The value of the contract will be approximately $90,000 for the first year, $95,000 for the second year and $100,000 for the third year, for a total amount not to exceed $285,000. Funds are available in Water Security and Contamination Prevention Program Account No. 608-6015-842-8209 to cover the cost of the agreement.

AAE:jh

Attachment #1 – Agreement No. A-7606

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/13)
Contract No. A-7606

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 30th day of July, 2013, by and between the City of Oxnard ("City") and Aqua-Tech Services, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Vendor shall provide testing and certifying of over 400 City-owned backflow prevention assemblies of various sizes and types, as well as any necessary cleaning, repair, replacement, retesting or replacement of the entire assembly as required for certification and also provide testing and certifying of privately owned backflow assemblies whose owners failed to have them tested and certified operational in a timely manner as required by City Code as set forth in Exhibit A, attached hereto and included herein by reference.

2. Vendor shall provide such services as requested by the City. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 30, 2013, and shall end on July 28, 2016. 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 all 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 approximately $90,000 for the first year, $95,000 for the second year and $100,000 for the third year for the services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein. The total value of the contract for the three year period shall not exceed $285,000.

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 1. While this Agreement is in effect, Vendor shall pay such employee no less than $14.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, 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. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all 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.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-D, 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 any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-D.

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.

8. In performing 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.

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

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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

12. Any notices to Vendor may be delivered personally or by mail addressed to: Aqua-Tech Services, Inc., Attention: Mark Karluk, Owner, 10980 Loma Vista Road, Ventura, CA 93004. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Administration, 305 West Third Street, Third Floor, East Wing, Oxnard, CA 93030.

13. 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.

14. Maintenance and Inspection of Records

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 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.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

FOR Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Anthony Emmert, Water Resources Manager

VENDOR

Mark Karluk

Mark Karluk, Owner

APPROVED AS TO INSURANCE:

JW James Cameron

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R Burnham

Karen R. Burnham, Interim City Manager

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 A

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

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $______ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _______ hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2013

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 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$14.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2014, 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 page 1 and 2 of the Agreement for Trade Services.

EXHIBIT A
SCOPE OF SERVICES AND VENDOR RESPONSIBLITIES

The scope of work includes testing and certifying over 400 City-owned backflow prevention assemblies of various sizes and types, as well as any necessary cleaning, repair, replacement, retesting or replacement of the entire assembly as required for certification. The scope also includes testing and certifying privately owned backflow assemblies whose owners failed to have them tested and certified operational in a timely manner as required by City Code.

The scope of services for this project includes, but is not limited to, providing the necessary services for the Water Backflow Prevention Assemblies Testing and Maintenance Program.

The scope of work includes testing and certifying City-owned backflow prevention assemblies of various sizes and types, as well as any necessary cleaning, repair, replacement, retesting or replacement of the entire assembly as required for certification.

The scope of work also includes testing and certifying privately owned backflow prevention assemblies that have been deemed delinquent in their annual certification per City Code Article IV, Sections 22-70 through 22-78. This involves testing and certifying backflow prevention assemblies of various sizes and types, as well as any necessary cleaning, repair, replacement, retesting or replacement of the entire assembly as required for certification. Once the City deems an owner of a private backflow prevention assembly to be delinquent, the City notifies the owner that the City will ensure that the required testing and certification is performed. The City will then send a notice requiring testing to the contracted firm. Within one week of receipt of this notice, the delinquent backflow prevention assembly will be tested and certified operational. This scope of services will be part of an ongoing multi-year project. The term of the contract will be for a maximum of three (3) years.

The following list details the typical testing, certification and maintenance options:

1. Routine initial testing and certification service of backflow prevention assemblies – initial testing and retest, if necessary, and certification.
2. Routine initial testing, cleaning, retesting and certification of backflow prevention assemblies – testing, disassembly of backflow assembly, cleaning, reassembly, retesting and certification.
3. Routine minor repairs of backflow prevention assemblies – initial testing; disassembly of backflow prevention assembly to replace internal rubber material, both check valves and relief valve; cleaning, reassembly, retesting and certification.
4. Routine major repairs of backflow prevention assemblies – initial testing; disassembly of backflow assembly to replace internal rubber material and internal metal parts; cleaning, reassembly, retesting and certification.
5. Replacement/New installation of backflow prevention assemblies – removal of old assemblies and installing new assemblies, painting, testing and certification.
6. Replacement of the shutoff valve on a backflow prevention assembly – removal of the shutoff valve and replacement with a new approved valve for the assembly, painting, testing and certification.

EXHIBIT B
COMPENSATION SCHEDULE

Item	Description	Unit	Year 1 Cost	Year 2 Cost	Year 3 Cost
1	**½ inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea.	$40.00	$40.00	$40.00
2	**¾ inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$40.00	$40.00	$40.00
3	**1 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$40.00	$40.00	$40.00
4	**2 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$40.00	$40.00	$40.00
5	**2 ½ inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$40.00	$40.00	$40.00
6	**3 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$40.00	$40.00	$40.00
7	**4 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$40.00	$40.00	$40.00
8	**6 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$40.00	$40.00	$40.00
9	**8 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$40.00	$40.00	$40.00
10	**10 inch backflow assembly** Initial testing; retesting, if necessary; and certification	Ea	$40.00	$40.00	$40.00
11	**½ inch backflow assembly** Initial testing, clean, retest and certification	Ea	$65.00	$65.00	$65.00
12	**¾ inch backflow assembly** Initial testing, clean, retest and certification	Ea	$65.00	$65.00	$65.00
13	**1 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$65.00	$65.00	$65.00
14	**2 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$65.00	$65.00	$65.00
15	**2 ½ inch backflow assembly** Initial testing, clean, retest and certification	Ea	$100.00	$100.00	$100.00
16	**3 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$100.00	$100.00	$100.00
17	**4 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$100.00	$100.00	$100.00
18	**6 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$200.00	$200.00	$200.00
19	**8 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$200.00	$200.00	$200.00
20	**10 inch backflow assembly** Initial testing, clean, retest and certification	Ea	$200.00	$200.00	$200.00
21	**½ inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$130.00	$138.00	$146.00

Item	Description	Unit	Year 1 Cost	Year 2 Cost	Year 3 Cost
22	**¾ inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$130.00	$138.00	$146.00
23	**1 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$130.00	$138.00	$146.00
24	**2 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$200.00	$212.00	$225.00
25	**2 ½ inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$200.00	$212.00	$225.00
26	**3 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$200.00	$212.00	$225.00
27	**4 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$200.00	$212.00	$225.00
28	**6 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$250.00	$265.00	$281.00
29	**8 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$300.00	$318.00	$337.00
30	**10 inch backflow assembly** Initial testing, minor repair, retest and certification	Ea	$300.00	$318.00	$337.00
31	**½ inch backflow assembly** Initial testing, major repair, retest and certification	Ea	$156.00	$165.00	$175.00
32	**¾ inch backflow assembly** Initial testing, major repair, retest and certification	Ea	$156.00	$165.00	$175.00
33	**1 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$130.00	$138.00	$146.00
34	**1 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$156.00	$165.00	$175.00
35	**2 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$250.00	$265.00	$281.00
36	**2 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$300.00	$318.00	$337.00
37	**2 ½ inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$225.00	$239.00	$253.00
38	**2 ½ inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$300.00	$318.00	$337.00
39	**3 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$225.00	$239.00	$253.00
40	**3 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$300.00	$318.00	$337.00
41	**4 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$250.00	$265.00	$281.00
42	**4 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$375.00	$398.00	$422.00
43	**6 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$390.00	$413.00	$438.00
44	**6 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$468.00	$496.00	$526.00

Item	Description	Unit	Year 1 Cost	Year 2 Cost	Year 3 Cost
45	**8 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$500.00	$530.00	$562.00
46	**8 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$550.00	$583.00	$618.00
47	**10 inch backflow assembly (Double Check)** Initial testing, major repair, retest and certification	Ea	$550.00	$583.00	$618.00
48	**10 inch backflow assembly (Reduced Pressure Principle)** Initial testing, major repair, retest and certification	Ea	$600.00	$636.00	$674.00
49	**½ inch backflow assembly (Double Check)** Replace, test and certification	Ea	$238.00	$252.00	$267.00
50	**½ inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$416.00	$441.00	$467.00
51	**¾ inch backflow assembly (Double Check)** Replace, test and certification	Ea	$254.00	$269.00	$285.00
52	**¾ inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$468.00	$496.00	$526.00
53	**1 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$284.00	$301.00	$319.00
54	**1 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$434.00	$460.00	$480.00
55	**2 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$712.00	$755.00	$800.00
56	**2 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$883.00	$936.00	$992.00
57	**3 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$1,746.00	$1,851.00	$1,962.00
58	**3 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$1,992.00	$2,112.00	$2,239.00
59	**4 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$2,082.00	$2,207.00	$2,339.00
60	**4 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$2,278.00	$2,415.00	$2,560.00
61	**6 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$3,032.00	$3,214.00	$3,407.00
62	**6 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$3,670.00	$3,890.00	$4,123.00
63	**8 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$5,529.00	$5,861.00	$6,213.00
64	**8 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$6,430.00	$6,816.00	$7,225.00
65	**10 inch backflow assembly (Double Check)** Replace, test and certification	Ea	$7,572.00	$8,026.00	$8,508.00
66	**10 inch backflow assembly (Reduced Pressure Principle)** Replace, test and certification	Ea	$8,785.00	$9,312.00	$9,871.00
67	**2 ½ inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$2,093.00	$2,219.00	$2,352.00

Item	Description	Unit	Year 1 Cost	Year 2 Cost	Year 3 Cost
68	**3 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$2,294.00	$2,432.00	$2,578.00
69	**4 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$2,652.00	$2,811.00	$2,980.00
70	**6 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$3,463.00	$3,671.00	$3,891.00
71	**8 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$5,495.00	$5,825.00	$6,175.00
72	**10 inch backflow assembly (Double Detector Check)** Replace, test and certification	Ea	$8,138.00	$8,626.00	$9,144.00
73	**¾ inch ball valve** Replace, test and certification	Ea	$120.00	$127.00	$135.00
74	**1 inch ball valve** Replace, test and certification	Ea	$140.00	$148.00	$157.00
75	**1 ½ inch ball valve** Replace, test and certification	Ea	$195.00	$207.00	$219.00
76	**2 inch ball valve** Replace, test and certification	Ea	$300.00	$318.00	$337.00
77	**2 ½ inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$515.00	$546.00	$579.00
78	**2 ½ inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$550.00	$583.00	$618.00
79	**3 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$520.00	$551.00	$584.00
80	**3 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$640.00	$678.00	$719.00
81	**4 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$683.00	$724.00	$767.00
82	**4 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$715.00	$758.00	$803.00
83	**6 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$951.00	$1,008.00	$1,068.00
84	**6 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$1,088.00	$1,153.00	$1,222.00
85	**8 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$1,254.00	$1,329.00	$1,409.00
86	**8 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$1,429.00	$1,515.00	$1,606.00
87	**10 inch shut-off valve (Non-Rising Stem)** Replace, test and certification	Ea	$1,803.00	$1,911.00	$2,026.00
88	**10 inch shut-off valve (OS&Y)** Replace, test and certification	Ea	$2,115.00	$2,242.00	$2,357.00
	GRAND TOTAL		$93,439.00	$98,953.00	$104,770.00

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT 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. 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-D. 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. A-7606
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-D 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.

7/13

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 attached.

INS-D.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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. A-7606 300 W. Third Street, Suite 302 Oxnard CA 93030	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE Included in Limits
In Addition to Limits

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY — Claims Made
COMPREHENSIVE GENERAL LIABILITY — Retroactive Date ________
OWNERS & CONTRACTORS PROTECTIVE — Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
GENERAL		
PRODUCTS/COMPLETED OPERATIONS		
PERSONAL & ADVERTISING INJURY		
FIRE DAMAGE		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:____
Address:

Telephone: (   )

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7606
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: 805) 340-0374 Date Signed 7-2-13

Rev. 7/13 INS-D.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE Included in Limits
In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY
BUSINESS AUTO POLICY
OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ ______ **per accident, for bodily injury and property damage.**

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: ______
Address:__
______
Telephone: ()____

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7606
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: 805) 340-0374 Date Signed 7-2-13

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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/2013

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Anthony Emmert, Water Resources Manager AE Agenda Item No. S-10

Reviewed By: City Manager KRB City Attorney SMF Finance JL Other *(Specify)*

DATE: July 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director RR

SUBJECT: **Agreement with Commercial Cleaning Systems for Custodial Services at Water Resources Facilities**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with Commercial Cleaning Systems (A-7600) for an amount not to exceed $385,000 for three years of custodial services at Water Resources Division facilities.

DISCUSSION

On May 30, 2013, the City's Purchasing Division and Water Resources Division sent out a competitive Request for Bid (RFB) for custodial services for Water Resources Facilities. The RFP was published in the Ventura County Star, posted on the City's website, and mailed to forty-one (41) vendors, with a closing bid date of June 20, 2013. A mandatory walk-through of the facilities was conducted on June 10, 2013. Seventeen (17) firms attended the mandatory walk-through; of these, ten (10) firms provided bids.

Staff reviewed the proposals for completeness, coverage of scope requirements and price. One (1) bid was disqualified, as the bidder failed to provide any prices. The remaining nine (9) bidders were therefore considered responsive and responsible. Staff determined that Commercial Cleaning Systems (CCS) was the lowest responsive responsible bidder for custodial services for Water Resources facilities. Staff found that CCS adequately addressed the RFP and scope requirements, had adequate experience in providing custodial services to similar facilities, and had excellent staff qualifications and references. Therefore, the Water Resources Division recommends the City award the contract to CCS. Under the proposed agreement, CCS would provide custodial services for the following Water Resources facilities: Water Campus, at 251 South Hayes Avenue; Blending Station No. 3, at 1700 Solar Drive; Blending Station No. 4, at 3637 North Rose Avenue; Blending Station No. 5, at 908 East Pleasant Valley Road; Advanced Water Purification Facility, at 5700 South Perkins Road; and Wastewater Treatment Plant, at 6001 South Perkins Road. This agreement would replace the interim agreement for services currently provided by Kelly Cleaning Services under Agreement No. 6211-13-PW, which is scheduled to end in September 2013.

FINANCIAL IMPACT

The term of the agreement is three (3) years. The cost of services for the first year of the agreement is not to exceed $114,600. Staff estimates that for at least the first six (6) months of the agreement, the AWPF will be on a reduced cleaning schedule, as it will still be in the testing phase and will not be fully staffed. The cost of services for the second year and third year of the contract is approximately $130,000 and $140,000, respectively. The total value of the contract shall not exceed $385,000.

There are sufficient funds in Water Operation Fund Account Nos. 601-6010-842-8209 and 601-6012-842-8209 and Wastewater Treatment System Maintenance and Upgrades Fund Account No. 621-6205-842-8209 to cover the cost of the agreement.

AAE:jh

Attachment #1 – Agreement No. A-7600

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/13)
Contract No. A-7600

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 1st day of August, 2013, by and between the City of Oxnard ("City") and Commercial Cleaning Systems ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: custodial services and supplies to the following Water Resources facilities: Water Campus at 251 South Hayes Avenue, Oxnard, California; Blending Station No. 3 at 1700 Solar Drive, Oxnard, California; Blending Station No. 4 at 3637 North Rose Avenue, Oxnard, California; Blending Station No. 5 at 908 East Pleasant Valley Road; Wastewater Treatment Plant at 6001 South Perkins Road, Oxnard, California; Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, California.

2. Vendor shall provide such services according to the following schedules set forth in Exhibit A attached hereto and incorporated by this reference in full herein. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on August 1, 2013, and shall end on July 31, 2016. 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 all 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 monthly as follows:

   a. For the term that the Advanced Water Purification Facility is not at full capacity:
      Water Facilities: $3,055.00
      Wastewater Treatment Plant: $2,545.00
      Advanced Water Purification Facility (Initial Services): $1,185.00
      Total: $6,785.00

   b. For the term that the Advanced Water Purification Facility is at full capacity:
      Water Facilities: $3,055.00
      Wastewater Treatment Plant: $2,545.00
      Advanced Water Purification Facility (Full Services) - $1,715.00
      Total: $7,315.00

   c. For miscellaneous services in an amount not to exceed $30,000.00 annually:
      Water facilities: $10,000.00
      Wastewater Treatment Plant: $10,000.00
      Advanced Water Purification Facility: $10,000.00

While this Agreement is in effect, Vendor shall pay employees working under this Agreement no less than the current Living Wage per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index. At such time, Vendor's rates may be updated to reflect the exact change in Living Wage.

The total value of the contract shall not exceed $385,000.00. Separate invoice will be required for each location.

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 1. While this Agreement is in effect, Vendor shall pay such employee no less than $14.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, 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. Vendor shall maintain payroll records of sufficient detail to identify the employees working under the agreement with the City including hours worked and rate of pay. Such records shall be maintained for a minimum of one year after the end of the agreement and shall be made available to the City within 2 working days upon written request by the City.

d. 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.

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

b. Vendor shall continuously maintain adequate protection of all 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.

7. a. Vendor shall obtain and maintain during the performance of any 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 any 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.

8. In performing 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.

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

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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

12. Any notices to Vendor may be delivered personally or by mail addressed to: Commercial Cleaning Systems, Attention: Dana Holladay, Senior Vice President, 1375 Sunflower Avenue, Suite 200, Costa Mesa, CA 92626. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Administration, 305 West Third Street, Third Floor, East Wing, Oxnard, CA 93030.

13. 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.

14. Maintenance and Inspection of Records

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 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.

CITY OF OXNARD	VENDOR
_______________________	_______________________
Tim Flynn, Mayor	Dana Holladay, Senior Vice President
ATTEST:	APPROVED AS TO INSURANCE:
_______________________	_______________________
Daniel Martinez, City Clerk	James Cameron, Risk Manager
APPROVED AS TO FORM:	APPROVED AS TO AMOUNT:
_______________________	_______________________
FR Alan Holmberg, City Attorney	Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

____

Rob Roshanian, Interim Public Works Director

____

Anthony Emmert, Water Resources Manager

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
Page 2 of 4

EXHIBIT A

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

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $______ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _______ hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2013

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 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$14.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2014, 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 page 1 and 2 of the Agreement for Trade Services.

EXHIBIT A
SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

GENERAL REQUIREMENTS

Equipment and Supplies

Vendor will submit a list of products and their specifications for approval by Water Resources Project Managers prior to their use in any facility. Only City approved products shall be utilized in Water Resources facilities.

The Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. The supplies and materials shall include, but not be limited to: all necessary cleaning equipment, supplies, dispensers, application bottles, and related items.

Vendor is responsible for supplying Material Safety Data Sheets (MSDS) to each Water and Wastewater Project Manager for any and all cleaning liquids, chemicals, solvents, additive, floor waxes, etc. that the Vendor is using. These will be kept on file for immediate access in each of the Vendor serviced locations and updated as needed.

Custodial closet areas will be kept clean and free of debris and odor at all times. All supplies will be stored in a neat and orderly manner and in such a way as to prevent injury to City or Vendor employees.

Supervision

Vendor will assign a supervisor and lead custodial person to this contract and one or both are required to be present during all scheduled cleaning hours and special work assignments. This supervisor or lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

The supervisory staff must have a minimum of three (3) years experience in institutional multi-facility custodial services.

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services within the hours indicated by each schedule. These workers shall be thoroughly instructed by their supervisors as to required duties and methods of performance. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Schedule

Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include number of employees and their scheduled hours each day throughout the week.

Employee Conduct

Employees of the Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.

2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).
8. Open any desk, file cabinet or storage cabinet.
9. Remove any articles from desks.
10. Consume any food or beverage, other than that brought with or purchased by the employee, and only in areas designated as break or lunchrooms.

Employee Removal

The City reserves the right to reject any representative of the Vendor's work force. It shall be the Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Security

Only authorized employees of the Vendor are allowed in the facilities at any time. All such employees must be working while inside the facilities. All facilities must be left securely locked. Vendor and authorized employees are responsible for correct operation of security systems. Failure to lock facilities, or to operate the alarm system correctly, may result in termination of the contract.

Vendor shall sign for and be responsible for all keys issued to Vendor. Vendor shall pay City a minimum of $25.00 per lost key, and shall pay for all building re-keying necessary due to the lost key, as determined by City.

Vendor shall have all employees assigned to Water Resources facilities fingerprinted prior to assignment at Vendor's cost. Vendor shall submit results of fingerprinting for City review and approval. Vendor shall remove an employee from assignment to Water Resources Facilities at City's request.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of Quality control procedures, safety procedures, and improvement programs currently in place.

Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages
The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Missed Cleanings
Should the Vendor fail to provide a scheduled janitorial service, the City will automatically remove payment for that service from the invoice. Continued failure to provide the appropriate service on schedule may result in termination of the contract.

Special Requests
The Vendor will be allowed to charge additional fees for special requests not specified under the contract. The City will notify Vendor to these special needs in writing.

Labor Strike
It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

SCOPE OF SERVICES AND VENDOR RESPONSIBLITIES

1. WASTEWATER TREATMENT PLANT
6001 South Perkins Road
Oxnard, CA 93033

1) Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating Fridays. Vendor shall perform services at the following locations at the Wastewater Treatment Plant:

   1. Administration Building (7,090 sq. ft.)
   2. Collection Systems Maintenance Building (2,400 sq. ft.)
   3. Maintenance Shop Building (2,165 sq. ft.)
   4. Solids Processing Building (1,985 sq. ft.)
   5. North Area Electrical Building (1,190 sq. ft.)
   6. Plant Control Center (3,275 sq. ft.)
   7. Digester Control Building (750 sq. ft.)
   8. Carpeted Exercise Room (570 sq. ft.)
   9. Headworks Facility (800 sq. ft.)

   This includes all reception areas, restrooms, kitchenettes, and offices at all locations, as applicable.

2) Daily Services

   1. Empty all waste baskets and replace liners, as necessary.
   2. Empty all paper recycling bins.
   3. Vacuum all carpeted areas.

4. Spot clean floors and carpets, as needed.
5. Empty all sand urns.
6. Clean and sanitize all restrooms and restock restrooms, as needed.
7. Clean counters, table tops and sinks in conference rooms and kitchenettes.
8. Secure all windows and doors prior to leaving.
9. Turn off lights.

3) <u>Weekly Services</u>

1. Clean hard surface floors.
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets, windowsills, door jams, book shelves, etc.
3. Dust and wax all conference tabletops.
4. Clean all furniture as needed.
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).

4) <u>Monthly Services</u>

1. Clean all interior and exterior windows.
2. Clean window blinds and screens.
3. Clean all doors, door frames and hardware, partitions, walls, baseboards and around wall switches, as needed.
4. Knock down all cobwebs from interior areas of all buildings, including high ceilings and skylights.

5) <u>Quarterly Services</u>

1. Deep clean all restroom facilities.
2. Strip and refinish all hard surface floors.
3. Shampoo carpets.
4. Clean vents and inside light fixtures.

2. ADVANCED WATER PURIFICATION FACILITY
5700 South Perkins Road
Oxnard, CA 93033

1) Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating Fridays. Vendor shall perform services at the following locations at the Advanced Water Purification Facility:

1. Administration Building (10,848 sq. ft.)
   a. 1st Floor (6,135 sq. ft.)
   b. 2nd Floor (4,713 sq. ft.)
2. 2nd Floor Conference Center, including restrooms and catering area (2,552 sq. ft.)
3. 1st Floor Conference Center Catering Area, Toilet and Shower (1,027 sq. ft.)

*** When cleaning this facility, never let any trash, sweepings, water, chemicals, etc. fall into the wetlands and ponds surrounding the facility. ***

2) <u>Initial Services</u> – The facility is still in the test phase – once the facility is running full-time, services will revert to Full Services listed in the following numbers 3) through 7)

1. Daily
   a. Empty and wipe the inside of all trash containers
   b. Clean the counters in the Control Room
   c. Sweep and mop the concrete floor in the Janitor's Closet
   d. Clean and sanitize two (2) restrooms and restock restroom supplies of the 1st Floor Conference Center
      (1) Clean and disinfect one (1) toilet each
      (2) Sweep and mop concrete floors
      (3) Wipe clean all tile walls
   e. Check and spot clean, if needed, the restrooms located in the following areas:
      (1) 1st Floor of the Administration Building
      (2) 2nd Floor of the Administration Building
      (3) 2nd Floor of the Conference Center
2. Twice weekly
   a. Clean all inside handrails
   b. Clean all outdoor handrails in the following areas:
      (1) Entry way
      (2) Patio on the 2nd Floor of the Administration Building
      (3) Rear exit to the 2nd Floor of the Conference Center
      (4) Between and around the Administration Building and the Conference Center
   c. Clean all counters and desktops in the Administration Building
   d. Vacuum carpets in the following areas:
      (1) Offices on the 1st Floor of the Administration Building
      (2) Control Room on the 1st Floor of the Administration Building
      (3) Audio/Visual Room and Storage Room on the 2nd Floor of the Administration Building
   e. Clean the wood floor and wood stairs of the Main Room of the 2nd Floor of the Administration Building with an appropriate wood floor cleaner
   f. Clean stainless steel water fountains in the following:
      (1) 2nd Floor of the Administration Building
      (2) 2nd Floor of the Conference Center
   g. Clean the Break Room on the 1st Floor of the Administration Building
      (1) Clean counter
      (2) Clean sink
      (3) Clean table(s) and chairs
      (4) Sweep and mop concrete floor
   h. Clean and sanitize two (2) restrooms and restock restroom supplies on the 1st Floor of the Administration Building
      (1) Clean and disinfect one (1) toilet each
      (2) Sweep and mop concrete floors
   i. Clean and sanitize two (2) restrooms and restock restroom supplies on the 2nd Floor of the Administration Building
      (1) Clean and disinfect three (3) toilets in the Women's restroom
      (2) Clean and disinfect two (2) toilets and one (1) urinal in the Men's restroom
      (3) Wipe clean all stainless steel dividers
      (4) Sweep and mop tile floors

j. Clean and sanitize two (2) restrooms and restock restroom supplies on the 2nd Floor of the Conference Center
   (1) Clean and disinfect two (2) toilets each
   (2) Wipe clean all stainless steel dividers
   (3) Wipe clean all tile walls
   (4) Sweep and mop tile floors
k. Sweep stairs and landing at the rear exit of the Conference Center

3. Weekly
   a. Clean all guard railings in the following areas:
      (1) Entry way
      (2) 2nd Floor of the Administration Building Patio
      (3) Rear exit to the 2nd Floor of the Conference Center
      (4) Between and around the Administration Building and the Conference Center
   b. Administration Building – 1st Floor
      (1) Sweep patios and outdoor gathering area, front and back
      (2) Clean front and rear double glass doors, inside and outside
      (3) Clean front and rear window railings, inside and outside
      (4) Vacuum carpet in the Lobby
      (5) Sweep and mop concrete floors in the Electrical Room
   c. Administration Building – 2nd Floor
      (1) Sweep patio
   d. Conference Center – 2nd Floor
      (1) Vacuum carpet
      (2) Clean glass on the front door, inside and outside
      (3) Clean window railings, inside and outside
   e. Food Preparation Rooms – 1st and 2nd Floors of the Conference Center
      (1) Clean and disinfect stainless steel counters, tables and dumb waiter
      (2) Sweep and mop concrete floors
4. Monthly
   a. Administration Building
      (1) Clean ceiling lights in the Outdoor Gathering Area
      (2) Clean side windows on front and rear double door
   b. Sweep concrete floor of the Storage Room on 2nd Floor of the Administration Building
   c. Clean ceiling lights of the Patio off of the 2nd Floor of the Administration Building
   d. Clean side windows on the front door of the 2nd Floor Conference Center
5. Semi-Annually

   ** A lift is necessary to complete some work – lift must be supplied by the Vendor **

   a. Administration Building
      (1) Vacuum wood ceiling in the Outdoor Gathering Area and the 2nd Floor Patio
      (2) Vacuum space between wood on the interior west wall and ceiling
      (3) Clean and remove spider webs on cross beams, HVAC (heating, ventilation and air conditioning) ductwork, lights and conduits
      (4) Sweep, mop and wax all concrete flooring
      (5) Clean all windows

3) <u>Full Services – Daily</u>

1. Clean all outdoor handrails in the following areas:
   a. Entry way
   b. Patio on the 2nd Floor of the Administration Building

    c. Rear exit to the 2nd Floor of the Conference Center
    d. All handrails between and around the Administration Building and the Conference Center
2. Empty and wipe the inside of all trash containers
3. Wipe down chairs in conference rooms, offices and kitchenettes, as necessary
4. Clean all counters and desktops
5. Sweep and mop the concrete floor in the Janitor's Closet
6. Clean the Break Room on the 1st Floor of the Administration Building
    a. Clean counter
    b. Clean sink
    c. Clean table(s) and chairs
    d. Sweep and mop concrete floor
7. Clean and sanitize two (2) restrooms and restock restroom supplies of the 1st Floor Conference Center
    a. Clean and disinfect one (1) toilet each, including undersides/tops of toilet seats
    b. Sweep and mop concrete floors with disinfectant/germicidal solution
    c. Wipe clean all tile walls
    d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure they are not installed upside down
8. Clean and sanitize two (2) restrooms and restock restroom supplies on the 1st Floor of the Administration Building
    a. Clean and disinfect one (1) toilet each, including undersides/tops of toilet seats
    b. Sweep and mop concrete floors with disinfectant/germicidal solution
    c. Wipe clean all tile walls
    d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure they are not installed upside down
9. Clean and sanitize two (2) restrooms and restock restroom supplies on the 2nd Floor of the Administration Building
    a. Clean and disinfect three (3) toilets in the Women's restroom, including undersides/tops of toilet seats
    b. Clean and disinfect two (2) toilets and one (1) urinal in the Men's restroom, including undersides/tops of toilet seats
    c. Sweep and mop concrete floors with disinfectant/germicidal solution
    d. Wipe clean all tile walls
    e. Wipe clean all stainless steel dividers
    f. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure they are not installed upside down
10. Check and perform the following, if needed (the required frequency is noted in parentheses and can be found in the appropriate schedules below) – if a full clean is not needed, perform a spot clean, if necessary:
    a. Vacuum carpets (minimum twice a week)
    b. Clean stainless steel water fountains (minimum twice a week)
    c. Clean wood floor and wood stairs of the Main Room of the 2nd Floor of the Administration Building with an appropriate wood floor cleaner (minimum twice a week)
    d. Clean inside railings (minimum twice a week)
    e. Conference Center – 2nd Floor
        (1) Clean bathrooms (minimum twice a week)
        (2) Sweep stairs and landing at the rear exit (minimum twice a week)
        (3) Vacuum carpet (minimum weekly)
        (4) Clean glass on the front door, inside and outside (minimum weekly)
        (5) Clean window railings, inside and outside (minimum weekly)
        (6) Clean side windows on the front (minimum monthly)
    f. Administration Building – 1st Floor
        (1) Sweep patios and outdoor gathering area, front and back (minimum weekly)
        (2) Clean front and rear double glass doors, inside and outside (minimum weekly)
        (3) Clean front and rear window railings, inside and outside (minimum weekly)
        (4) Clean side windows on front and rear double door (minimum monthly)

4) Full Services – Twice Weekly
   1. Clean all inside handrails
   2. Vacuum all carpeting
   3. Clean furniture in the lobby, if needed
   4. Clean the wood floor and wood stairs of the Main Room of the 2nd Floor of the Administration Building with an appropriate wood floor cleaner
   5. Clean stainless steel water fountains in the following:
      a. 2nd Floor of the Administration Building
      b. 2nd Floor of the Conference Center
   6. Clean and sanitize two (2) restrooms and restock restroom supplies on the 2nd Floor of the Conference Center
      a. Clean and disinfect two (2) toilets each, including undersides/tops of toilet seats
      b. Sweep and mop concrete floors with disinfectant/germicidal solution
      c. Wipe clean all tile walls
      d. Wipe clean all stainless steel dividers
      e. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure they are not installed upside down
   7. Sweep stairs and landing at the rear exit of the Conference Center

5) Full Services – Weekly
   1. Clean all guard railings in the following areas:
      a. Entry way
      b. 2nd Floor of the Administration Building Patio
      c. Rear exit to the 2nd Floor of the Conference Center
      d. Between and around the Administration Building and the Conference Center
   2. Administration Building – 1st Floor
      a. Sweep patios and outdoor gathering area, front and back
      b. Clean front and rear double glass doors, inside and outside
      c. Clean front and rear window railings, inside and outside
      d. Sweep and mop concrete floors in the Electrical Room
   3. Conference Center – 2nd Floor
      a. Vacuum carpet
      b. Clean glass on the front door, inside and outside
      c. Clean window railings, inside and outside
   4. Food Preparation Rooms – 1st and 2nd Floors of the Conference Center
      a. Clean and disinfect stainless steel counters, tables and dumb waiter
      b. Sweep and mop concrete floors

6) Full Services – Monthly
   1. Administration Building
      a. Clean ceiling lights in the Outdoor Gathering Area
      b. Clean side windows on front and rear double door
   2. Sweep concrete floor of the Storage Room on 2nd Floor of the Administration Building
   3. Clean ceiling lights of the Patio off of the 2nd Floor of the Administration Building
   4. Clean side windows on the front door of the 2nd Floor Conference Center

7) Full Services – Quarterly
   1. Completely wash down and disinfect all restrooms, including shower areas
   2. Machine scrub and buff all restroom floors and all main entrance concrete areas
   3. Brush and/or vacuum areas around all ceiling vents
   4. Clean interior and exterior of all windows

8) Full Services – Semi-Annual

1. Administration Building
   a. Vacuum wood ceiling in the Outdoor Gathering Area and the 2nd Floor Patio
   b. Vacuum space between wood on the interior west wall and ceiling
   c. Clean, dust and remove spider webs on cross beams, HVAC ductwork, lights and conduits
   d. Sweep, mop and wax all concrete flooring

3. WATER FACILITIES

1) The vendor shall provide services on a daily basis, beginning at 6:00 am and completing before 5:00 p.m. on Mondays through Thursdays and on alternating Fridays. Vendor shall perform services at the following locations:

1. Water Campus, 251 S. Hayes Ave., Oxnard, CA 93030
   a. Multi-Purpose Training Facility (1,200 sq. ft.)
   b. Two-Story Desalter Building (1,790 sq. ft.)
   c. Administration Building (10,400 sq. ft.)
   d. Distribution area, Distribution Meter Shop (700 sq. ft.)
   e. South Administration Building (1,750 sq. ft.)
   f. Dispatch Building (1,800 sq. ft.)
2. Blending Station No. 3, 1700 Solar Dr., Oxnard, CA 93036 (1,260 sq. ft.)
   a. Laboratory (170 sq. ft.) with cork flooring and stainless steel sink
   b. Control Room (190 sq. ft.) with cork flooring and formica counters
   c. Bathroom (56 sq. ft.) with tile floor, one (1) toilet, tile/drywall walls
   d. Storage Room/Shower (84 sq. ft.) with tile floor
   e. Meeting/Break Room (368 sq. ft.) with cork flooring and formica counters
   f. Hallway (315 sq. ft.)
3. Blending Station No. 4, 3637 N. Rose Ave., Oxnard, CA 93036 (200 sq. ft.)
   a. Bathroom (70 sq. ft.) with tile floor, one (1) toilet, tile/rough plaster walls
   b. Office (120 sq. ft.) with linoleum square tile floor and cinder block walls
4. Blending Station No. 5, 908 E. Pleasant Valley Rd., Oxnard, CA 93033 (160 sq. ft.)
   a. Bathroom (48 sq. ft.) with concrete floor, one (1) toilet, tile/drywall walls and storage cabinet
   b. Main Room (84 sq. ft.) with concrete floor, stainless countertops, stainless steel sink, cinder block walls.

This includes all reception areas, restrooms, kitchenettes, and offices at all locations, as applicable.

2) Daily Services – Water Campus

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes, and conference rooms – dispose in correct outside building containers
2. Wipe out inside of trash containers and replace all container liners as necessary
3. Vacuum all carpets
4. Clean and polish water fountains and sinks
5. Clean counters, table tops and sinks in conference rooms and kitchenettes
6. Wipe down chairs in conference room and kitchenettes, as necessary

7. Restrooms:
    a. Clean and disinfect all restrooms, including spot cleaning tiled walls around washbasins, toilets and showers
    b. Disinfect all commodes and sinks, including undersides and tops of toilet seats.
    c. Mop tile floors with disinfectant/germicidal solution
    d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure they are not installed upside down
8. Clean and polish all chrome fixtures and mirrors
9. Use stainless steel cleaner on all metal surfaces
10. Mop/dust bare/concrete floors
11. Dust all flat surfaces, using a non-feather duster, includes desk tops, file cabinets, tables, windowsills and window ledges, door jams, and book shelves
12. Spot clean walls, light switches, doors, and door frames
13. Spot clean carpets and upholstered office furniture
14. Clean entry glass doors, both sides, and any windows on inside offices and doors.
15. Pour water down all drains for odor control (floor drains)
16. Remove hard water deposits on all sinks

3) <u>Twice-Weekly Services – Blending Station Nos. 3, 4 and 5</u>

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes and conference rooms – trash and recycled materials need to be disposed off-site
2. Wipe out inside of trash containers and replace all container liners, as necessary
3. Clean and polish sinks (important to remove residual buildup due to constant running water)
4. Clean counters, table tops and sinks in conference rooms and kitchenettes
5. Wipe down chairs in conference room and kitchenettes, as necessary
6. Restrooms:
    a. Clean and disinfect all restrooms, including spot cleaning tiled walls around wash basins, toilets and showers
    b. Disinfect all commodes and sinks, including undersides and tops of toilet seats
    c. Mop tile floors with disinfectant/germicidal solution
    d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure they are not installed upside down
7. Clean and polish all chrome fixtures and mirrors
8. Use stainless steel cleaner on all metal surfaces
9. Mop/dust bare/concrete floors
10. Dust all flat surfaces to remove cobwebs and dust, using a non-feather duster – includes desk tops, file cabinets, tables, windowsills, window ledges, door jambs, cinder block and book shelves
11. Spot clean walls, light switches, doors and door frames
12. Spot clean carpets and upholstered office furniture
13. Pour water down all floor drains for odor control
14. Remove hard water deposits on all sinks

4) <u>Six Week Services</u>

1. Steam clean carpets in Multi-Purpose Training Facility
2. Knock down cobwebs from interior areas of all buildings, including high ceilings/skylights

5) Quarterly Services

1. Completely wash down and disinfect all restrooms, including shower areas, pouring water down drains for odor control
2. Machine scrub and buff all restroom floors and all main entrance concrete areas
3. Cork flooring in the Desalter Building and Station No. 3 requires cleaning with a low speed buffing machine
4. Brush and/or vacuum areas around ceiling vents – all buildings
5. Clean all interior/exterior windows
6. Pressure wash exteriors of Administration Building, Chloramination Building, Desalter Building, Chemical Building No. 2, North Power Building and Multi-Purpose Training Facility located at Water Campus and all three (3) buildings located at Blending Station No. 3
7. Scrub and polish corrugated stainless steel of the Administration Building, Chloramination Building, Desalter Building, Chemical Building No. 2 and the North Power Building and all three (3) buildings at Blending Station No. 3

6) Twice Yearly Services

1. Vacuum Dispatch Building, Water Campus, Station No. 3 in the Administration Building, the Control Room in the Desalter Building and PLC/Drive Room's open HVAC areas
2. Strip and refinish all hard surface floors
3. Steam clean all carpets in all areas ***except*** Multi-Purpose Training Facility (scheduled for six week intervals)
4. Clean all interior wall boards
5. Wipe all wood conference room walls and furnishings with wood rejuvenator

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. A-7600
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

7/13

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. A-7600 300 W. Third Street, Suite 302 Oxnard CA 93030	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ______________		
☐ ______________		

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

Name: ______________
Address: ______________
____
Telephone: (   ) ______________

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, *"occurrence" form CG0001; or*
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7600
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ______________

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

Signature ______________
(original signature required)
Telephone: (   ) ______________ Date Signed: ______________

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	**SUBMIT IN DUPLICATE** ENDORSEMENT NO. / ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits
NAMED INSURED	❒ Deductible ❒ Self-Insured Retention (check which) of $ ______ with an Aggregate of $______ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)
	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	**OTHER PROVISIONS**
❒ COMMERCIAL AUTO POLICY ❒ BUSINESS AUTO POLICY ❒ OTHER	
LIMIT OF LIABILITY $ ______ **per accident, for bodily injury and property damage.**	**CLAIMS:** Underwriter's representative for claims pursuant to this insurance. Name: ______ Address: ______ ______ Telephone: ( ) ______

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

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

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

ENDORSEMENT HOLDER	
CITY OF OXNARD **Attn: Risk Manager** **Reference No. A-7600** **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 ______

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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Lou Balderrama, City Engineer LB ______ Agenda Item No. S-11

Reviewed By: City Manager RP City Attorney SMF Finance JL Police Public Works

DATE: July 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Agreement A-7605 with Penfield & Smith to Provide Construction Management Services for the Hueneme Road and Ventura Boulevard Resurfacing Projects**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a one-year agreement with Penfield & Smith in an amount not to exceed $510,652, to provide construction management services for the Hueneme Road and the Ventura Boulevard Resurfacing Projects (Agreement No. A-7605).

DISCUSSION

On March 25, 2013, the City's Purchasing Division and Design and Construction Services Division sent out a competitive Request for Proposal (RFP) for construction management services for the resurfacing projects of Hueneme Road and Ventura Boulevard. The RFP was published in the Ventura County Star, posted on the City's website, and mailed to twelve (12) construction management firms with a closing bid date of April 26, 2013. The City provided a mandatory pre-proposal meeting on April 5, 2013 and had nine (9) firms participate. Nine (9) firms responded with proposals, and staff reviewed them to select the top four (4) firms.

The selection panel, which consisted of three (3) Design and Construction Services Division staff and one (1) General Services Department staff, reviewed and ranked the proposals according to the statements of qualifications. Selection criteria included the scope of work, staffing plan, experience and past performance, local understanding and experience, subcontractors, partnering, and document control. Based on these criteria, the panel evaluated the four (4) firms that ranked the highest. Of the four (4), Penfield & Smith was determined to be the best qualified to perform the services. Therefore, the Design and Construction Services Division staff recommends that Penfield & Smith be awarded the contract.

The Design and Construction Services Division is unable to provide construction management services for the Hueneme Road and Ventura Boulevard resurfacing projects because these projects are time sensitive due to federal grant funding and staff is fully obligated with other projects. Penfield and Smith will provide construction management services, including but not limited to: program management of daily construction activities, review of the plans, specifications and permit requirements. The Penfield and Smith resident engineering staff will review and process requests for information and clarification, submittals, requests for change orders, prepare cost estimates and provide assistance responding to potential claims, and review progress payment requests and certified payroll. Penfield and Smith will provide field and office engineering to set up, monitor and maintain all project documentation through completion of the project including plan markups for as-built records. Penfield and Smith will supplement public outreach, inspection and survey staff as needed to adequately monitor the construction activities and minimize potential claims from the project contractor. The sole Construction Project Manager in the Design and Construction Services Division provides oversight to all the projects under construction and will provide direction to Penfield and Smith.

The Hueneme Road Improvement Project consists of widening the existing asphalt concrete pavement from Saviers Road to Arcturus Avenue including median landscaping; installation of a 16-inch waterline from Saviers Road to Industrial Drain; widening the bridge/culvert across the Industrial Drain; and traffic restriping of a new pavement & installation of road signs. The estimated construction management services cost is $302,396 with anticipated construction duration of five months.

The Ventura Boulevard Improvement Project is from Nyeland Avenue to Del Norte Boulevard. The project consists of installation of a new 12" water main, installation of a new 18"-30"-36" storm drain and reconstruction of the street. The estimated construction management services cost is $208,256 with anticipated construction duration of seven months.

The City was awarded federal funds under the Surface Transportation Act (STA) for construction services for the Hueneme Road and Ventura Boulevard resurfacing projects through the Ventura County Transportation Commission (VCTC), which serves as the main conduit for federal and state transportation funding. STA was established and is authorized by the Federal Government as a federal aid program for transportation projects that are administered by Caltrans.

FINANCIAL IMPACT

The value of the Agreement is $510,652 and is funded by the STA federal transportation grant appropriated in the Hueneme Road Improvement Project No. 133116 and the Ventura Boulevard Improvement Project No. 123104.

Attachment #1 - Agreement No. A-7605

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with the Project Manager ("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 Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

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

9. Principal in Charge

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

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 29, 2013 and expire on September 30, 2014.

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $510,652 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Penfield and Smith, 1327 Del Norte Road, Camarillo, CA. 93010, Attention: Christopher Gabriel.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 West Third Street, Oxnard, California 93030, Attention: Raymond Williams.

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	VENDOR – Penfield & Smith
Tim Flynn, Mayor	Glen H. Pace, Principal Engineer
ATTEST:	APPROVED AS TO INSURANCE:
Daniel Martinez, City Clerk	James Cameron, Risk Manager
APPROVED AS TO FORM:	APPROVED AS TO AMOUNT:
For Alan Holmberg, City Attorney	Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Lou Balderrama, City Engineer

EXHIBIT A - SCOPE OF WORK

The scope of services for these projects includes providing the necessary Construction Management Services as described below for the Ventura Blvd. Improvement Project, and the Hueneme Road Widening Project.

TASK A - Ventura Blvd Improvement Project **Not to Exceed Fee: $208,256**

Task A-1 Quality Management **$9,250**

1.1 Update City quality management procedures and manual.
1.2 Develop a construction administration procedures manual for the project.

Task A-2 Preconstruction Conference **$370**

2.1 Conduct pre-construction conference.

Task A- 3 Construction Management **$9,966**

3.1 Provide construction management including: supervision of consultant's in-house staff and sub-consultants.
3.2 Plan and monitor contract budget and schedule reviewing and submitting invoices.
3.3 Communicate with Contractor.
3.4 Attend construction meetings.
3.5 Coordinate with the City.
3.6 Provide all required construction management facilities and equipment including computers and all accessories to support daily construction management activities.

Task A- 4 Contract Administration **$32,150**

4.1 Establish document management system for managing, tracking, and storing all relevant documents between Contractor, Consultants, and the City. The document management system ("filing system") shall be approved by the City.

Task A- 5 Request for Information (RFIs) and Clarifications **$19,800**

5.1 Receive, log, and distribute all RFIs submitted by Contractor.
5.2 Coordinate RFIs with Design Engineer.
5.3 Respond to all RFIs on a timely manner.
5.4 Maintain a RFI and clarification log.

Task A-6 Submittal Reviews **$21,450**

6.1 Receive, log, and distribute all submittals (shop drawings, material samples, equipment data, technical manuals, O&M manuals, warranties, certifications, substitutions and/or equals) submitted by Contractor.
6.2 Coordinate submittals with Design Engineer.
6.3 Respond to all submittals in a timely manner.
6.4 Maintain a submittal log.

Task A-7 Request for Quotes (RFQ's and Change Orders) **$19,800**

7.1 Prepare and review RFQ's for potential change order work, including work requested by the City.
7.2 Coordinate RFQ review process with Design Engineer.

7.3 Assist the City in change order negotiation.
7.4 Assist the City in preparing change order scopes, costs, and schedules.
7.5 Maintain RFQ's and Change Orders logs.

Task A-8 Potential Claims **$16,900**

8.1 Assist the City in reviewing letters and notices related to potential claims.
8.2 Provide professional opinion to the City regarding letters and notices related to potential claims.
8.3 Assist the City in resolving potential claims with the Contractor.

Task A-9 Field Engineering **$43,626**

9.1 Provide engineering services as required for change orders, RFIs, inspection, testing, quality management, construction management, and redesign, within allocated budget.

Task A-10 Deficiency List (Punchlist) **$8,524**

10.1 When construction is approaching completion, and in collaboration with the City's inspector, prepare a comprehensive deficiency list (preliminary final punchlist). After the Contractor has completed a substantial portion of those deficiencies, prepare a final punchlist.

Task A-11 Project Closeout **$10,300**

11.1 Closeout all project activities with the Contractor.
11.2 Deliver all project files to the City
11.3 Prepare a final report and as-built drawings.

Task A-12 Jordan Gilbert & Bain **$15,120**

12.1 Construction support and provide design modifications of needed. Review Landscape related submittals. Provide punchlist.

Task A-13 Reimbursables **$1,000**

TASK B - Hueneme Road Improvement Project **Not to Exceed Fee: $302,396**

Task B-1 Constructability Review **$3,700**

1.1 Conduct constructability review of construction plans, specifications, quality management plan,
1.2 permits, and other associated documents, processes and procedures.
1.3 Provide recommended changes to City specifications.
1.4 Prepare a baseline construction schedule.

Task B-2 Quality Management **$3,774**

2.1 Update City quality management procedures and manual.
2.2 Develop a construction administration procedures manual for the projects.

Task B-3 Preconstruction Conference **$370**

3.1 Conduct pre-construction conference.

Task B-4 Construction Management **$73,570**

4.1 Provide construction management including: supervision of consultants in-house staff and sub-consultants.

4.2 Plan and monitor contract budget and schedule reviewing and submitting invoices.
4.3 Communicate with Contractor.
4.4 Attend construction meetings.
4.5 Coordinating with the City.
4.6 Provide all required construction management facilities and equipment including: construction trailers, furniture, filing cabinets, computers and all accessories to support daily construction management activities.
4.7 Assist the City with public outreach.

Task B-5 Contract Administration **$13,800**

5.1 Establish document management system for managing, tracking, and storing all relevant documents between Contractor, Consultants, and the City. The document management system ("filing system") shall be approved by the City.

Task B-6 – Request for Information (RFIs) and Clarifications **$6,600**

6.1 Receive, log, and distribute all RFIs submitted by Contractor.
6.2 Coordinate RFIs with Design Engineer.
6.3 Respond to all RFIs on a timely manner.
6.4 Maintain a RFI and clarification log.

Task B-7 – Submittal Reviews **$7,920**

7.1 Receive, log, and distribute all submittals (shop drawings, material samples, equipment data, technical manuals, O&M manuals, warranties, certifications, substitutions and/or equals) submitted by Contractor.
7.2 Coordinate submittals with Design Engineer.
7.3 Respond to all submittals in a timely manner.
7.4 Maintain a submittal log.

Task B-8 – Request for Quotes (RFQ's and Change Orders) **$6,600**

8.1 Prepare and review RFQ's for potential change order work, including work requested by the City.
8.2 Coordinate RFQ review process with Design Engineer.
8.3 Assist the City in change orders negotiation.
8.4 Assist the City in preparing change order scopes, costs, and schedule.
8.5 Maintain RFQ's and Change Orders logs.

Task B-9 – Potential Claims **$6,600**

9.1 Assist the City in reviewing letters and notices related to potential claims.
9.2 Provide professional opinion to the City regarding letters and notices related to potential claims.
9.3 Assist the City in resolving potential claims with the Contractor.

Task B-10 Construction Inspection **$114,000**

10.1 Perform full-time construction inspection throughout the duration of the project for the purposes of determining compliance with the technical provisions of the project's contract documents. These services include, but are not limited to, the following activities:

- Coordinate daily traffic control with the City Traffic Engineering and Contractor. Schedule, observe, and review results of all testing (by others), including but not limited to material, concrete cylinder, soils, welding, and asphalt pavement.

- Prepare construction observation reports, maintain comprehensive project records and files, and distribute information as needed. Construction observation reports shall be prepared for every day of the project, including days with no construction activity.
- Notify Contractor of all deficiencies. Prepare deficiency and punchlists and transmit to the Contractor. Verify completion of punchlist items.
- Log and notify Contractor of any damages caused by the Contractor. Verify proper/timely correction and/or notify Contractor, in writing, of failure to meet requirements of the corrections.
- Coordinate with the City's Traffic Engineering, Development Services and Fire Departments for the required inspections and permits.

Task B-11 Field Engineering **$48,112**

11.1 Provide engineering services as required for change orders, RFIs, inspection, testing, quality management, construction management, and redesign, within allocated budget.

11.2 Provide surveying as required, within allocated budget.

Task B-12 Deficiency List (Punchlist) **$1,850**

12.1 When construction is approaching completion, prepare a comprehensive deficiency list (preliminary final punchlist). After the Contractor has completed a substantial portion of those deficiencies, prepare a final punchlist.

Task B-13 Project Closeout **$3,700**

13.1 Closeout all project activities with the Contractor.

13.2 Deliver all project files to the City

13.3 Prepare a final report and as-built drawings..

Task B-14 – Jordan Gilbert & Bain **$10,800**

14.1 Construction support and provide design modifications of needed. Review Landscape related submittals. Provide punchlist.

TaskB-15 Reimbursables **$1,000**

PROJECT COST ESTIMATE **(WITH PREVAILING WAGES)**

Project No.: 20955.01
Description: Construction Management Services
Client: City of Oxnard
Date: July 8, 2013
File Name: *

Prepared by: SC/CPG
Office: 2
Billing Type: T&M
Prevailing Wages (y/n): y

PENFIELD & SMITH
1327 Del Norte Road, Suite 200
Camarillo, CA 93010
(805) 981-0706

		Hours																		
TASK	DESCRIPTION	Principal Const Mngr	Senior II Const Mngr	Senior Const Inspect	Senior II Engineer								Principal Surveyor						TOTAL HOURS	LABOR COST
TASK A	Ventura Blvd Street Improvements																			
Task A-1	Quality Management	50																	50	9250
Task A-2	Preconstruction Conference	2																	2	370
Task A-3	Constrcution Management		60																60	9966
Task A-4	Contract Administration	40	150																190	32150
Task A-5	RFI's and Clarifications		120																120	19800
Task A-6	Submittal Reviews		130																130	21450
Task A-7	RFQ's and Change Orders		120																120	19800
Task A-8	Potential Claims	20	40		40														100	16900
Task A-9	Field Engineering				264														264	43626
Task A-10	Punchlist	10	40																50	8524
Task A-11	Project Closeout	20	40																60	10300
																		Total Ventura Blvd		192136
TASK B	Hueneme Road Widening																			
Task B-1	Constructability Review	20																	20	3700
Task B-2	Quality Management	20																	20	3774
Task B-3	Preconstruction Conference	2																	2	370
Task B-4	Constrcution Management	32	310		100														442	73570
Task B-5	Contract Administration	30	50																80	13800
Task B-6	RFI's and Clarifications		40																40	6600
Task B-7	Submittal Reviews		48																48	7920
Task B-8	RFQ's and Change Orders		40																40	6600
Task B-9	Potential Claims		40																40	6600
Task B-10	Construction Inspection			912															912	114000
Task B-11	Field Engineering				229								56						285	48112
Task B-12	Punchlist	10																	10	1850
Task B-13	Project Closeout	20																	20	3700
																		Total Hueneme Rd		290596
TOTALS		276.8	1228.4	912.00	633.20	-	-	-	-	-	-	-	56.00	-	-	-	-	-	3106	482732

Classification		$/hr	Classification		$/hr
28	Principal Construction Manager	185.00	19	Principal Surveyor	185.00
27	Senior II Construction Manager	165.00			
30	Senior Construction Inspector	125.00			
11	Senior II Engineer	165.00			
Average Rate:		155.399			

Expenses	Cost	Billing Factor	Reimbursables	Consultant
Jordan Gilbert & Bain	22539.1	1.15		$25,920
	*	1.15		$0
	*	1.15		$0
	*	1.15		$0
Misc & Reimb. Expenses	1739.13	1.15	1999.9995	
	*	1.15	0	
	*	1.15	0	
	*	1.15	0	
	*	1.15	0	
	*	1.15	0	
			$2,000	$25,920
			Grand Total =	$510,652

EXHIBIT B

Description	Duration (Cal Days)	Approx. Start Date	Approx. Completion Date
	50	6/2/2013	7/22/2013
Ventura Blvd	210	8/1/2013	2/27/2014
Hueneme Rd	150	3/1/2014	7/29/2014

EXHIBIT C
PENFIELD & SMITH
BILLING RATES EFFECTIVE JANUARY 1, 2013

Engineering

Engineering Technician	$80
Associate Technician	90
Senior Technician	100
Designer	120
Senior Designer	135
Junior Engineer	100
Assistant Engineer	120
Associate Engineer	140
Senior I Engineer	155
Senior II Engineer	165
Principal Engineer	185

Geomatics (Surveying & Mapping)

Survey Technician	$80
Junior Surveyor	100
Assistant Surveyor	120
Associate Surveyor	140
Senior I Surveyor	155
Senior II Surveyor	165
Principal Surveyor	185
One-Man Survey Crew	$170
Prevailing Wage	190
Two-Man Survey Crew	230
Prevailing Wage	265

Planning

Assistant Planner	105
Associate Planner	125
Senior I Planner	150
Senior II Planner	160
Principal Planner	175

Construction Management

Construction Technician	$90
Assistant Construction Manager	120
Associate Construction Manager	140
Senior I Construction Manager	155
Senior II Construction Manager	165
Principal Construction Manager	185
Construction Inspector	$95
Prevailing Wage	120
Senior Construction Inspector	105
Prevailing Wage	125
Chief Inspector/Owner's Representative	115
Prevailing Wage	130

General

Technical/Clerical Support	$70
Dry Utility Coordinator	120
Special Consultant	200

(Principal with specialized skills in engineering, geomatics or planning)

Expert Witness/Deposition Rates

Court appearance – flat fee $3,300/day
Depositions - $400/hour including travel time
Supplementary work – 1.5 times the regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant	Cost + 15%
Reimbursable Expenses	Cost + 15%

Penfield & Smith

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. A-7607
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

7/13

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 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				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Attn: Risk Manager Reference No. A-7607 300 W. Third Street, Suite 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ *Deductible* ☐ *Self-Insured Retention (check which) of $* ______________ with an Aggregate of $______ applies to ______________________ coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ______________		
☐ ______________		

OTHER PROVISIONS

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

Name: ______________________
Address: ______________________
____
Telephone: ( ) ______________________

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7607
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ______________

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

Signature ______________________
(original signature required)
Telephone: ( ) ______________ Date Signed: ______________

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ ______________ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: ______________
Address: ______________
____
Telephone: (   ) ______________

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7607
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 ______________

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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ________	☐ Report
☐ Res. No(s). ________	☐ Public Hearing (Info/consent)
☐ Other ________	☐ Other ________

Prepared By: Lou Balderrama, City Engineer LB Agenda Item No. S-12

Reviewed By: City Manager RB City Attorney SMF Finance JC Public Works

DATE: July 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director RR
Public Works

SUBJECT: Project Specification PW13-05 Alleyways Reconstruction Project

RECOMMENDATION

That City Council approve Project Specification No. PW13-05 for the design and reconstruction of the alleyways of Alley West of Terrace Avenue, Alley East of Samuel Avenue, Alley South of Hill Road, and Alley West of Saviers Road and authorize staff to solicit bids.

DISCUSSION

Project Specification No. PW13-05 for the design and reconstruction of the alley west of Terrace Avenue bounded by Pleasant Valley Road and East Bard Road in the Terrace Estates Neighborhood; the alley east of Samuel Avenue bounded by East Yucca Avenue and La Canada Avenue in the Blackstock South Neighborhood; the alley south of Hill Street bounded by South 'C' Street and Saviers Road in the Hobson Park East Neighborhood; and the alley west of Saviers Road bounded by West Birch Street and Hill Street in the Hobson Park East Neighborhood.

The project consists of replacing the existing asphalt surface with concrete at the subject locations. The project includes the installation of a 6-inch cement concrete pavement over a 6-inch aggregate base, adjustment to manholes, water valves, and water meter covers to finished grade. The project plans and specifications are designed to provide a useful life cycle of approximately 30 years to all the improvements and are in compliance with the Americans with Disabilities Act.

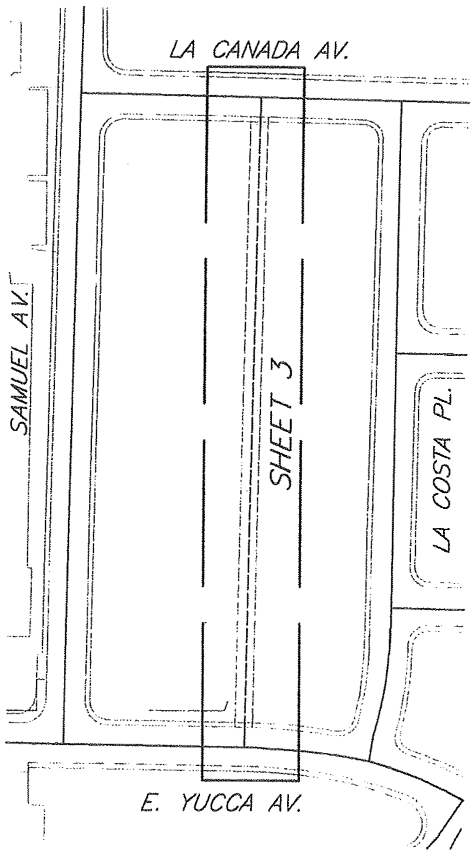
After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

FINANCIAL IMPACT

Project funding is available from Measure "O" Half-Cent Sales Tax appropriated for repair of alleyways.

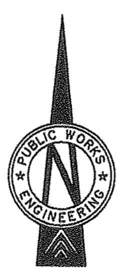
Attachment #1 - Project Site Map

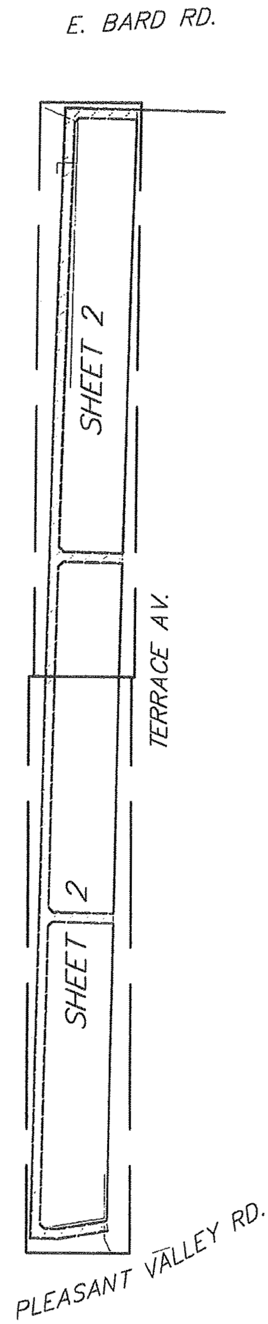
Note: Plans and specifications for PW13-05 for the Alleyways Reconstruction Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.



LOCATION MAP

NO SCALE

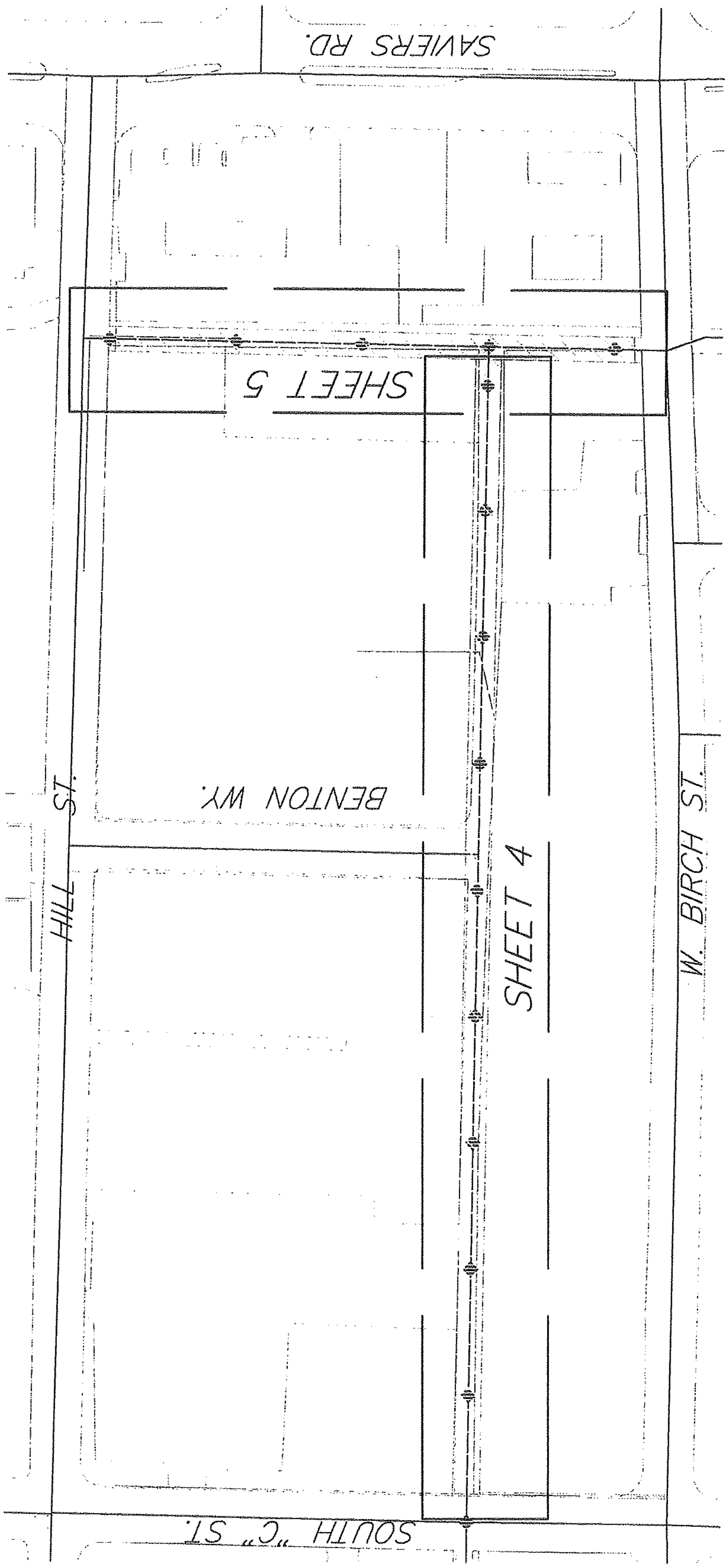




LOCATION MAP

NO SCALE

Attachment No. 1
Page 1 of 2



LOCATION MAP

NO SCALE

Attachment No. 1
Page 2 of 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Grant Dunne, Management Analyst III GD Agenda Item No. S-13

Reviewed By: City Manager KP City Attorney SMF Finance JL Public Works

DATE: July 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director R.R.

SUBJECT: **Special Budget Appropriation for GREAT Phase I - Recycled Water Projects**

RECOMMENDATION

That the City Council approve a special budget appropriation to reflect current project priorities and establish new accounts to improve financial management of the various projects in the GREAT program.

DISCUSSION

On June 25, 2013, staff provided a status report to City Council regarding the GREAT program including Phase I Recycled Water Projects consisting of the Advanced Water Purification Facility, Recycled Water Distribution Piping Projects, Recycled Water Retrofits, Permitting and Regulatory, and Recycled Water Agreements outside of the city limits. In addition, the report shared the components and benefits of the Recycled Water Projects that will serve the current ratepayers to include:

- improved water supply and water quality,
- reduced dependence on imported water,
- recycled water for the use of landscape irrigation and industrial processes,
- transfer of water credits to the City.

The benefits realized by the Recycled Water Projects will stabilize water rates in the long term for Oxnard water customers. The GREAT Phase I Recycled Water Projects are funded from a combination of Water Revenues, Bonds, a Federal ARRA Grant, and various connection fees.

FINANCIAL IMPACT

The attached Special Budget Appropriation realigns the GREAT program funding to reflect the current project priorities.

Attachment No. 1 – Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works - Water **Date:** 07/30/13

Project/Program Manager: Anthony Emmert **Phone:** 385-8308

Reason for Appropriation:

Realign capital budgets to reflect current GREAT project priorities and actual costs.

Accounts and Descriptions		**AMOUNT**
Fund: AMERICAN RECOV. REINV ACT "ARRA" (276)		
Expenditures/Transfers Out		
AWPF - 066010		
276-6553-821.82-09	SVCS- OTHER PROFESSIONAL	159,613
Ventura Rd Utility Impr. - 106503		
276-6555-821.82-09	SVCS- OTHER PROFESSIONAL	(1,402)
Recycled Backbone - 096002		
276-6556-821.82-09	SVCS- OTHER PROFESSIONAL	12,589
Backbone P1 - Hueneme Pipeline- 126002		
276-6556-821.86-06	MACHINERY & EQUIPMENT NEW	(170,800)
	Sub-total Expenditures	0
	Net Change to Fund Balance	**0**
Fund: WATER OPERATING FUND (601)		
Expenditures/Transfers Out		
AWPF - 066010		
601-6553-821.82-01	SVSC ARCHITECT/ENGINEER	545,159
Recycled Backbone - 096002		
601-6556-821.82-01	SVSC ARCHITECT/ENGINEER	(545,159)
	Sub-total Expenditures	0
	Net Change to Fund Balance	**0**
Fund: WATER RESOURCE DEVELOPMENT FEE (603)		
Expenditures/Transfers Out		
Backbone Hueneme Pipeline 2- 106002		
603-6556-821.86-06	CAPITAL OUTLAY / MACHINERY & EQUIPMENT NEW	(625,288)
Ventura Rd Utility Impr. - 106503		
603-6555-821.82-01	SVSC ARCHITECT/ENGINEER	625,288
	Sub-total Expenditures	0
	Net Change to Fund Balance	**0**

SBA# (Finance Use Only)__________

BA Doc# (Finance Use Only)__________

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Attachment No. 1
Page 1 of 2

Fund: WATER BONDS (609)

Expenditures/Transfers Out

AWPF - 066010		
609-6553-821.86-04	CAPITAL OUTLAY / IMPROVE NOT BLDG-NEW	200,000
Recycled Water Retrofit - 116503		
609-6551-821.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	(2,300,000)
Recycled Water Distr. Syst. - 116504		
609-6551-821.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	(4,449,213)
Water Backbone P1- 096002		
609-6556-821.86-06	CAPITAL OUTLAY / MACHINERY & EQUIPMENT NEW	38,150
Backbone P1 - Hueneme Pipeline- 126002		
609-6556-821.86-06	CAPITAL OUTLAY / MACHINERY & EQUIPMENT NEW	4,511,063
AWPFSampling- 126502		
609-6551-821.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	2,000,000
	Sub-total Expenditures	0
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**0**

Approvals

Department Director ______________________

Chief Financial Officer James Cameron

City Manager ______________________

SBA# (Finance Use Only)____________
BA Doc# (Finance Use Only)__________
Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/13

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Anthony Emmert, Water Resources Manager ______ Agenda Item No. S-14

Reviewed By: City Manager MMH City Attorney SMF Finance ______ Public Works ______

DATE: July 15, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Second Amendment to Agreement No. A-6680 with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater (Agreement No. A-6680).

BACKGROUND

The Cities of Oxnard (City) and Port Hueneme (Port Hueneme), and later the Channel Islands Beach Community Services District (CIBCSD), have a long history of cooperation regarding wastewater conveyance, treatment and discharge facilities. In 1976, the City and Port Hueneme entered into an agreement (A-2392) to jointly finance, design and construct a regional wastewater treatment facility, the Oxnard Wastewater Treatment Plant (OWTP). Later in 1976, the City and Port Hueneme entered into an agreement (A-2408), which addressed wastewater collection issues in the greater Channel Islands Harbor area. Much of the area around the Channel Islands Harbor was then and still is located in County of Ventura unincorporated area, outside of the city limits of both the City and Port Hueneme. Agreement A-2408: 1) defined the respective service areas of each organization; 2) provided a joint use of several pumping facilities and conveyance pipelines, in order to reduce costs to each organization; and 3) established a usage data collection and inter-agency billing mechanism. As an example, wastewater generated from a residence in the City's Mandalay Bay area would flow through City wastewater piping to a City-owned lift pumping station, then through Port Hueneme-owned piping to the City-owned OWTP. The City would bill its residential and commercial customers in the area its customary monthly wastewater charges, and would then pay Port Hueneme on a quarterly basis for the flow generated by those residential customers. The City would then bill Port Hueneme for treatment of the aggregate deliveries of wastewater from the City and Port Hueneme customers. This billing arrangement continued from 1976 to 2005.

In 2005, the CIBCSD acquired a significant portion of the wastewater facilities in the area of the Channel Islands Harbor from Port Hueneme via a negotiated settlement agreement to Case Number CIV217391, *City of Port Hueneme vs. Channel Islands Beach Community Services District*. The CIBCSD is a special district that provides utilities services primarily to the unincorporated neighborhoods of Hollywood Beach, Hollywood by the Sea and Silverstrand Beach, and some services to the County of Ventura-owned parcels adjacent to the Channel Island Harbor. This settlement agreement changed the historical billing arrangement, as City wastewater now flowed through CIBCSD wastewater piping. The wastewater from the City's Mandalay Bay area example residence now flowed through the City piping and lift pumping station, through CIBCSD piping, through Port Hueneme piping, and finally to the OWTP. The City continued to make its quarterly payments to Port Hueneme, and Port Hueneme continued to pay for the treatment of the wastewater delivered to the OWTP; however, now CIBCSD collected monthly charges from its new wastewater customers, and made quarterly payments to Port Hueneme for combined wastewater flows from its customers and from City customers, and then Port Hueneme credited the CIBCSD for the charges associated with City flows.

In early 2006, the City had recently completed the Redwood Trunk Sewer Project and anticipated construction of its Victoria Trunk Sewer Project. Completion of these two projects would provide a means to reliably convey wastewater flows from the greater Channel Islands Harbor area to the OWTP and abandon the old Port Hueneme conveyance line. In July 2006, the City entered into separate agreements with Port Hueneme (A-6679) and CIBCSD (A-6680) that established terms and conditions for conveyance of wastewater through the new City trunk lines. On March 1, 2011, the City completed the Victoria Trunk Sewer Project. Wastewater from the City and CIBCSD no longer flowed through Port Hueneme piping. Port Hueneme Finance Department staff informed City Treasurer's Office Utility Billing staff that Port Hueneme would no longer serve as financial intermediary for billing purposes.

DISCUSSION

At that time, CIBCSD and City staff recognized that the Agreement A-6680 needed further amendment, with respect to physical facilities still needed to accurately measure City of Oxnard and CIBCSD wastewater flows, associated costs of service, and inter-agency billing. Additionally, both City and CIBCSD staffs recognized that several sections of the shared wastewater piping in the Channel Islands Harbor area, primarily force mains along Harbor Boulevard, Channel Island Boulevard, and South Victoria Avenue, were in critical need of rehabilitation or replacement. Amendment Number 2 to Agreement A-6680 has been prepared to address these issues.

Amendment Number 2 temporarily perpetuates the inter-agency billing system from the 1976 agreement with Port Hueneme (A-2408), using the average flow and loading factors from the March 23, 2006 letter (Exhibit C to the Amendment), for the City's billing to CIBCSD, and establishing a "Transportation Charge" for the CIBCSD's billing to the City. The City's lift pumping stations that discharge to the CIBCSD system do not currently have metering, making it impossible for CIBCSD to accurately bill the City for its wastewater that flows through the CIBCSD system. In early 2013, the Council approved a capital project to design and construct these metering retrofits. Staff is working to design these metering projects, with the goal of completing them in late 2013 or early 2014. When these meters are installed, both the City and CIBCSD can bill based upon actual flows and loading.

Agreement Number A-6680 established a mechanism for the City to bill CIBCSD for its proportional share of actual operations and maintenance costs for its flows through the Victoria and Redwood Trunk Sewers and Lift Station Number 29. The City has only recently set-up a system to track its actual expenditures on these facilities. Staff has also completed research on its historical expenditures, and appropriate proportional charges to CIBCSD are included in Amendment Number 2.

The Amendment provides for a one-time true-up payment from the CIBCSD to the City of $73,682.56, covering the period January 1, 2007 to March 31, 2013. Following execution of Amendment Number 2, both agencies will begin regular billing.

FINANCIAL IMPACT

The one-time revenue from the true-up payment will be $73,682.56. The ongoing revenue of approximately $600,000 per year is included in the FY 2013-14 Budget. The ongoing expenditure of approximately $571,000 per year is included in the FY 2013-14 Budget.

AAE

Attachment #1 - Amendment No. 2 to Agreement A-6680

SECOND AMENDMENT TO AGREEMENT BETWEEN CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AND CITY OF OXNARD

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made by and between the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. ("Channel Islands") and the CITY OF OXNARD, a political subdivision of the State of California ("Oxnard").

RECITALS

A. Oxnard and Channel Islands entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 ("2006 Agreement"), attached hereto as "Exhibit A" and incorporated herein by this reference.

B. On December 16, 2008, Oxnard and Channel Islands entered into an Amendment to the 2006 Agreement ("First Amendment"), attached hereto as "Exhibit B" and incorporated herein by this reference. The First Amendment amended the 2006 Agreement to provide for a methodology of payment of capital funds by Channel Islands to Oxnard for capital and construction costs related to construction of the Victoria Trunk Sewer.

C. The parties are currently engaged in good faith negotiations to finalize and execute a new Wastewater Transportation and Treatment Agreement that will entirely supersede the 2006 Agreement, as it may be amended, to more accurately reflect current system operations, and to provide an improved methodology to calculate costs for wastewater transportation and treatment. The new Wastewater Transportation and Treatment Agreement will also establish a billing approach that provides a more detailed, feasible, and verifiable methodology for calculating the respective costs to Channel Islands and Oxnard customers for wastewater collection, transportation and treatment.

D. The parties mutually recognize the importance of negotiating and executing a new Wastewater Transportation and Treatment Agreement on or before December 31, 2013.

E. The parties desire to enter into this Second Amendment in order to modify certain of their respective duties and obligations under the 2006 Agreement, as amended by the First Amendment, in a manner that will promote continued good faith negotiations by the parties towards finalization and execution of a new Wastewater Transportation and Treatment Agreement.

F. The parties desire that, until such time as the parties execute a new Wastewater Transportation and Treatment Agreement or through December 31, 2013, whichever occurs first, the 2006 Agreement, as amended by the First Amendment and this Second Amendment, shall govern the respective duties and obligations of the parties on the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. All terms and conditions agreed upon by the parties and set forth in the 2006 Agreement, as amended by the First Amendment, shall remain in full force and effect, except those terms and conditions that are contrary to or inconsistent with the terms and conditions established by this Second Amendment.

2. This Second Amendment shall become effective upon execution by both parties. Unless otherwise specified, the terms and conditions set forth in this Second Amendment shall remain in effect through December 31, 2013 or until such time as the parties may execute a new Wastewater Transportation and Treatment Agreement, whichever occurs first.

3. The parties may, by mutual written agreement, either extend the effective term of this Second Amendment beyond December 31, 2013 or modify any of its terms and conditions.

4. The monthly service charge paid by Channel Islands to Oxnard for the treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to the Victoria Avenue Gravity Sewer Main) shall not be calculated in accordance with Section 4 and Section 5 of the 2006 Agreement. Instead, the monthly service charge shall be based on the average flow and loading values set forth in that certain letter dated March 23, 2006 attached hereto as "Exhibit C" and incorporated herein by this reference. Those flows and loading values are as follows: (a) Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month; (b) Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month; and, (c) Average Flow = 27.73 million gallons per month. Oxnard shall prepare and deliver to Channel Islands a monthly invoice for said service charges. For as long as this Agreement remains in effect, the treatment charge shall be based upon the Regional Treatment and Disposal Facility User Charge, as established by Oxnard Ordinance Number 2860, or subsequent rate ordinance updates. The current balance owed by Channel Islands to Oxnard for the period March 1, 2011 to March 31, 2013 is one million, thirty-seven thousand, thirty-one dollars, and ninety-seven cents ($1,037,031.97). Channel Islands shall remit payment to Oxnard within thirty (30) days of receiving each monthly service charge invoice.

5. Section 6 of the 2006 Agreement is hereby amended to read as follows:

   "Channel Islands agrees to pay Oxnard an operations and maintenance fee in the amount of sixty-one thousand, three hundred forty-six dollars and twenty-eight cents ($61,346.28) as full and complete payment for transportation of Channel Islands wastewater flows through Oxnard's Victoria, Hemlock and Redwood Trunk lines and Lift Station Number 29 during the period of January 1, 2007 through March 31, 2013. The parties acknowledge and agree that this amount constitutes Channel Islands' share of Oxnard's total actual direct operations and maintenance costs for that period. Commencing on April 1, 2013, Channel Islands agrees to pay Oxnard a monthly operation and maintenance fee for transportation of its waste water through the Oxnard's trunk lines and lift station. The monthly fee shall reflect the percentage allocation of the trunk lines and Pump Stations' total operation and maintenance costs attributable to Channel Islands' wastewater flows as detailed in Exhibit C of the 2006

Agreement. Said costs may include, without limitation, direct costs of energy, labor and materials, as well as reasonable overhead and indirect cost. In no case shall the overhead or indirect cost exceed 15% of the direct cost. The monthly fee shall be paid by Channel Islands within thirty (30) days of Oxnard's providing Channel Islands with a written invoice detailing total operation and maintenance costs and the percentage allocation used by Oxnard to calculate the monthly fee. In the event that Channel Islands disputes the monthly fee, it shall pay the amount invoiced. The parties shall then promptly arbitrate the disputed monthly fee under the rules of the American Arbitration Association for commercial arbitration. If the monthly fee is determined to be more than the amount paid, Channel Islands will pay the difference within thirty (30) days of the final decision. If such actual cost is determined to be less than the amount paid, Oxnard shall pay the difference to Channel Islands within thirty (30) days."

It is the intent of the parties that the amendment to the 2006 Agreement set forth in this provision shall apply retroactively from the effective date of the 2006 Agreement, and shall survive the termination of this Agreement.

6. By this Second Amendment, and separate termination of its Joint Powers Agreement for Disposal of Waste and Sewage Agreement with the City of Port Hueneme (A-2408), Oxnard shall no longer quarterly pay a percentage of its regular sewer service charges collected from those properties served through the Channel Islands system to the City of Port Hueneme, and Port Hueneme shall no longer, in turn, pay Channel Islands the same amount it receives from Oxnard for that service. Instead, Oxnard shall directly pay Channel Islands, on a fiscal quarterly basis, a fixed charge of one hundred forty-two thousand, six hundred seventy-one dollars and nine cents ($142,671.09) for the transportation of wastewater and use of the Channel Islands system ("Transportation Charge"). The Transportation Charge equals the average transportation cost based upon the two most recent quarterly payments paid by the City of Port Hueneme to Channel Islands, as adjusted for increases in the Single Family Residential sewer service rates as established by Oxnard Ordinance 2860 through the first quarter of calendar year 2013. Channel Islands shall prepare and deliver a quarterly invoice to Oxnard for payment of said Transportation Charge. Within fifteen (15) days of the end of each quarter, Channel Islands shall prepare and deliver to Oxnard an invoice for all Transportation Charges due and payable, which charges shall be paid by Oxnard within thirty (30) days of receipt.

   a. From the effective date of this Agreement, the Transportation Charge shall be increased in proportion to percentage increases in Oxnard's Single Family Residential sewer service rates imposed after the first quarter of calendar year 2013. For example, if the Single Family Residential sewer service rates increase by two percent (2%), then the quarterly Transportation Charge increases by two percent (2%).

   b. The balance owed by Oxnard to Channel Islands for the period March 1, 2011 to March 31, 2013 is one million, twenty-four thousand, six hundred ninety-five dollars and sixty-nine cents ($1,024,695.69).

7. Within 15 days of the execution of this Amendment, Oxnard shall prepare a true-up invoice covering the period January 1, 2007 to March 31, 2013, in the amount of seventy-three thousand, six hundred eighty-two dollars and fifty-six cents ($73,682.56), and Channel Islands shall pay within thirty (30) days.

8. The parties shall engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation Agreement that will supersede the 2006 Agreement, as amended, with the intent of executing that new agreement on or before December 31, 2013.

9. The parties shall share all costs related to consultant studies required for the development of the new Wastewater Treatment and Transportation Agreement, including, without limitation, construction and engineering studies, wastewater flow studies, and rate studies. The manner in which shared costs are to be allocated between the parties shall be based upon the percentage flows in the two force mains as determined by the March 21, 2011 AECOM Force main Cost Sharing Evaluation, with Oxnard's share as 53 percent and Channel Islands' share as 47 percent, attached hereto as "Exhibit D" and incorporated herein by this reference..

10. The parties intend to incorporate the following billing approach into the terms and conditions set forth in the new Wastewater Transportation and Treatment Agreement:

    a. Channel Islands shall pay for only wastewater flow generated by Channel Islands' wastewater customers. Measurements will be taken at Stations A and B, and influent flows from Oxnard customers at these two locations will be measured and removed from the billing.

        i. Channel Islands shall install metering devices at Station A and B and provide monthly meter readings to Oxnard for billing purposes. Meter readings shall be taken between the 14th and 16th of each month.

        ii. Oxnard shall install a metering device at Station No. 1 and provide monthly meter readings to Channel Islands for use in calculating Oxnard flows into Station B. Meter readings shall be taken between the 14th and 16th of each month. For Oxnard customers contributing to Station A, Channel Islands and Oxnard will agree to a mutually acceptable approach for calculating monthly flows based on a return-to-sewer ratio applied to monthly potable water billing data.

    b. The $10,000 monthly payment to Oxnard for facility operations set forth in the 2006 Agreement, shall be recalculated utilizing actual operational, maintenance and administration costs as determined and agreed upon by both parties.

    c. Channel Islands will transfer ownership and operation of Lift Station H to Oxnard for consideration to be mutually agreed upon by the parties. This lift station services only wastewater produced by Oxnard customers and transferring ownership to Oxnard will provide additional flexibility in addressing future build out among the region served; areas along Peninsula Road, served by Lift Station H, have been identified by the Channel Islands Harbor Department for future development or major redevelopment.

    d. The 91% percent charge paid by Oxnard to Channel Islands as set forth in the 2006 Agreement, as amended, will be eliminated. To compensate for transportation of wastewater and use of Channel Island facilities, a single structured monthly payment, to be paid by Oxnard, will be established based on the following components:

        i. The percentage of Oxnard flow through Station A and B will be determined based on flow metering where practicable, or a return flow factor based on the potable water consumption, and that percentage will be applied to operation and maintenance costs at Stations A and B.

ii. Since the monthly fee paid by Oxnard includes repair, rehabilitation and replacement costs, Channel Islands will be responsible for maintaining and replacing the force mains. Any costs that exceed the values provided within the estimated annual value will be divided between Oxnard and Channel Islands based on agreed-upon percentages.

e. Oxnard will pay Channel Island's a monthly charge for Oxnard's share of the total operational, maintenance, administration, and future capital replacement costs attributable to force mains owned by Channel Islands and used by Oxnard.

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

CITY OF OXNARD	CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
Tim Flynn, Mayor	Keith Moore, Vice Chairman of the Board
ATTEST:	APPROVED AS TO CONTENT:
Daniel Martinez, City Clerk	Jared Bouchard, Secretary of the Board
APPROVED AS TO FORM:	APPROVED AS TO FORM:
For Alan Holmberg, City Attorney	John Matthews, District General Counsel
APPROVED AS TO INSURANCE:	APPROVED AS TO AMOUNT:
James Cameron, Risk Manager	Karen R. Burnham, Interim City Manager
APPROVED AS TO CONTENT:	
Rob Roshanian, Interim Public Works Director	
Anthony Emmert, Water Resources Manager	Attachment No. 1 Page 5 of 33

Exhibit A

Agreement No. A-6680

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported

COUNCIL APPROVAL
DATE: 07/11/06 AGENDA # I-8

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of $10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than $10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

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

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

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

13. Force Majeure

Channel Islands and City agree that neither City nor Channel Islands 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.

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

15. Governing Law

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

16. Compliance with Laws

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

17. City and Channel Islands 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.

18. City and Channel Islands agree that no waiver of a breach of any provision of this Agreement by either Channel Islands 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 Channel Islands 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.

19. Counterparts

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

20. Expenses of Enforcement

Channel Islands 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.

21. 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. Channel Islands acknowledges that the person executing this Agreement has been duly authorized by Channel Islands to do so on behalf of Channel Islands.

22. Notices

a. Any notices to Channel Islands may be delivered personally or by mail addressed to:

353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager

b. Any notices to City may be delivered personally or by mail addressed to:

City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands 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 to in writing by both Manager and Channel Islands.

24. Entire Agreement

City and Channel Islands 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

By: ______________________
Dr. Thomas E. Holden, Mayor

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

By: ______________________
Marcia Marcus, President

ATTEST:

Jill Bealy for
____
Daniel Martinez, City Clerk

APPROVED AS TO FORM

____
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

____
Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

____
Mark S. Norris, Assistant Public Works Director

EXHIBIT A
Channel Islands Beach CSD Facilities

Lift Station A

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

Lift Station B

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

Table 1
Summary of Sewer Forcemains

Forcemain	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
	Subtotal	N/A	N/A	6,979
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
		12-Inch	PVC	1,512
	Subtotal	N/A	N/A	6,158

H	Channel Islands Boulevard	6-Inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction arid within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At. the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east arid west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.

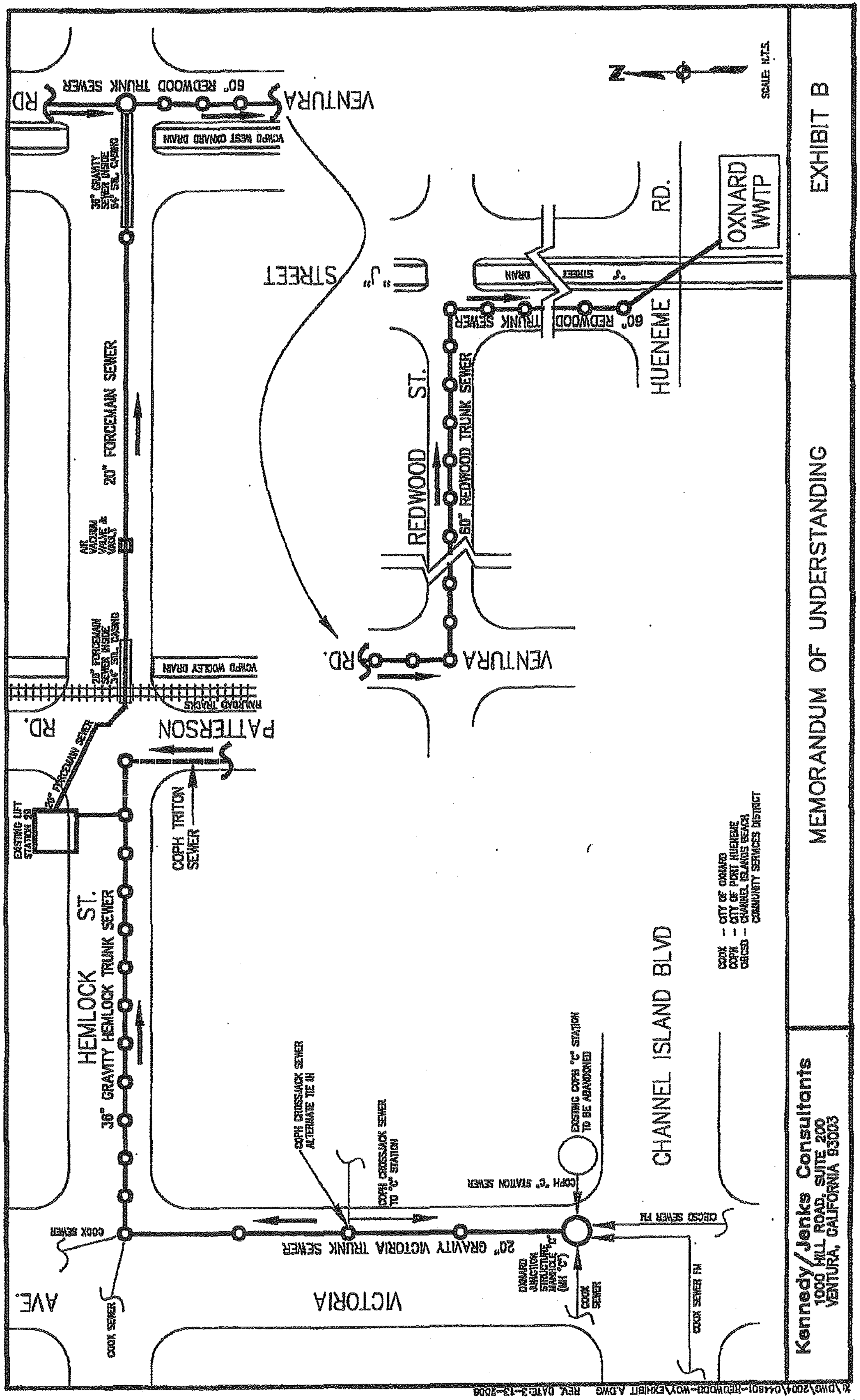


EXHIBIT B
MEMORANDUM OF UNDERSTANDING
Kennedy/Jenks Consultants
1000 HILL ROAD, SUITE 200
VENTURA, CALIFORNIA 93003
SCALE: N.T.S.
OXNARD WWTP
HUENEME RD.
"J" STREET
REDWOOD ST.
VENTURA RD.
PATTERSON RD.
HEMLOCK ST.
VICTORIA AVE.
CHANNEL ISLAND BLVD
60" REDWOOD TRUNK SEWER
20" FORCEMAIN SEWER
36" GRAVITY HEMLOCK TRUNK SEWER
20" GRAVITY VICTORIA TRUNK SEWER
COPH TRITON SEWER
EXISTING LIFT STATION 29
AIR VACUUM VALVE & VAULT
RAILROAD TRACKS
COOX - CITY OF OXNARD
COPH - CITY OF PORT HUENEME
CBCSD - CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSD PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.67	0.225	10.47	0.9	41.86
2	Hemlock Trunk to MH AT+68	11.69	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.69	10.12	86.53	0.675	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	16.73	91.39	0.675	3.69	0.9	4.92
5	Redwood Trunk Sewer	45.63	44.06	96.55	0.675	1.48	0.9	1.97

Reach	Description	Construction Bid Cost	Change Orders Cost	Const. Mgmt. Cost	Eng. Costs	Total Costs	
1	Victoria Avenue Line (estimate)	$960,000	$0	$250,000	$87,500	$1,297,500	Open Cut Construction
2	Hemlock Trunk to MH AT+68	$4,182,407	$1,287,500	$366,995	$144,450	$5,981,352	
3	Hemlock Trunk - MH AT+68 to LS 29	$46,518	$0	$4,082	$1,613	$52,213	
4	LS 29 and Hemlock Force Main	$3,951,772	$0	$1,006,416	$607,436	$5,565,624	
5	Redwood Trunk Sewer	$21,652,269	$584,911	$1,017,715	$585,154	$23,840,049	

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSD Cost	CIBCSD %
1	Victoria Avenue Line	$618,576	47.67	$135,785	10.47	$543,140	41.86
2	Hemlock Trunk to MH AT+68	$5,405,730	90.38	$115,124	1.92	$460,498	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	$45,178	86.53	$3,015	5.77	$4,020	7.70
4	LS 29 and Hemlock Force Main	$5,086,615	91.39	$205,289	3.69	$273,719	4.92
5	Redwood Trunk Sewer	$23,017,168	96.55	$352,663	1.48	$470,218	1.97
	Totals	$34,173,267		$811,877		$1,751,594	

AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered effective the 16th day of December, 2008, by and between the CITY OF OXNARD, a political subdivision of the State of California, (hereinafter referred to as "Oxnard") and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. (hereinafter referred to as "Channel Islands").

RECITALS

A. Oxnard and Channel Islands have entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.

B. The parties wish to amend the Agreement and provide for a methodology of payment of capital funds by Channel Islands to Oxnard for the Victoria Trunk Sewer portion of the project set forth in the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Oxnard intends to construct the Victoria Trunk Sewer as set forth in the Agreement.

2. Pursuant to the Agreement, Channel Islands has agreed to pay its share of the capital and construction costs of the Victoria Trunk Sewer. Channel Islands agrees to pay to Oxnard prior to December 31, 2008, the sum of $543,140 which represents its estimated share of the capital and construction costs of the Victoria Trunk Sewer as set forth in Paragraph 3 of the Agreement. The payment by Channel Islands to Oxnard shall be in a lump sum and shall be held by Oxnard for the purposes of the capital and construction costs of said improvements.

3. The parties agree that at the end of the construction of the Victoria Trunk Sewer, there shall be a "true-up" of the capital and construction costs owed by Channel Islands. The true-up shall be completed no later than December 31, 2010. In the event that the "true-up" shows an amount paid by Channel Islands ($543,140) exceeds Channel Islands' share of the cost as provided in paragraph 3 of the Agreement, then Channel Islands shall receive a credit for such excess amount against the amount Channel Islands has agreed to pay to Oxnard for operation and maintenance costs contained in Paragraph 6 of the Agreement.

Moreover, if the "true-up" evidences that Channel Islands' estimated payments exceed the actual construction expenses, then Channel Islands will be credited with interest at the Local Agency Investment Fund Rate earned by Oxnard on its investments in such fund for

COUNCIL APPROVAL
DATE: 12-16-08 AGENDA # I-8

the amount of excess payments, commencing on the date payment is made. The interest amount shall be credited to Channel Islands as set forth in this paragraph.

4. Oxnard affirms that Channel Islands will have all rights to transport flow set forth in the Agreement.

5. Except as amended herein, the Agreement shall remain in full force and effect.

CITY OF OXNARD, a political subdivision of the State of California

By________________________
Dr. Thomas E. Holden, Mayor

APPROVED AS TO CONTENT

By________________________
Mark Norris, Assistant Public Works Director

APPROVED AS TO FORM:

By________________________
Alan Holmberg, Acting City Attorney

ATTEST

By________________________
Daniel Martinez, City Clerk

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq.

By________________________

Exhibit C

City of Port Hueneme

March 23, 2006

Channel Islands Beach Community Services District
Attn: Mr. James D. Kuykendall, P.E.
353 Santa Monica Drive
Channel Islands Beach, CA 93035

REF: TREATMENT AND DISPOSAL FEE AS STIPULATED IN FINAL SETTLEMENT AGREEMENT BETWEEN CITY OF PORT HUENEME (COPH) AND CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT (CIBCSD)

Dear Mr. Kuykendall:

The City of Port Hueneme is proposing, for purposes of Section 3.1.A (2) and Section 3.1.D of the settlement agreement, the method for calculating how COPH will charge CIBCSD for the Regional Wastewater Treatment Facility (RWTF) Treatment /Disposal fee and half of the costs related to sampling and testing of the wastewater at Pump Station C.

With one year's worth of sampling data of COPH and CIBCSD wastewater having been recorded, COPH proposes that in lieu of continued sampling (which cost $21,420 in calendar year 2005), CIBCSD's average monthly TSS, BOD, and flow for calendar year 2005 be used as the method to calculate CIBCSD's RWTF Treatment/Disposal fee (commencing April 2006) until CIBCSD disconnects, as set forth in the final settlement agreement, from COPH's system. Please see the attachment for details. Based upon Oxnard's current RWTF Treatment/Disposal fee, this results in a current monthly RWTF Treatment/Disposal fee in the amount of $33,803. This Treatment/Disposal fee, along with the City's monthly operating cost, which is currently $12,133.50 per month, makes the total monthly charge payable to COPH from CIBCSD $45,936.50. This charge will remain consistent until such time as Oxnard amends its user charges (at which time CIBCSD's fee will be amended as well based upon the above method), or until January 1, 2007 when the City's monthly operating cost will be increased pursuant to Section 3.1.A (1) of the settlement agreement.

If this proposal regarding the method for calculating RWTF Treatment/Disposal Fees is satisfactory to your agency, please execute the enclosed additional copy of this letter and return it to the City and remit payment of the set amount beginning in April 2006. Please return your response to the following address:

City of Port Hueneme
Attn: Utility Services Director
250 North Ventura Road
Port Hueneme, CA 93041

If you have any questions or would like to discuss this matter further, please feel free to contact me at (805) 986-6506.

Sincerely,

C Mattingly

CARRIE MATTINGLY
UTILITY SERVICES DIRECTOR

If the above is acceptable to your agency, please indicate with your signature below.

James D. Kuykendall, P.E.
General Manager, Channel Islands Beach Community Services District

c: City Manager
City Attorney
Financial Services Director
Wastewater Superintendent

- Facility Users Charge Table

FACILITY USER CHARGES TABLE

CIBCSD average flow and loading January 2005 – December 2005:
Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month
Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month
Average Flow = 27.73 million gallons per month

City of Oxnard Facility User Charges based on formula established in Oxnard Ordinance #2632:

$496.986 per million gallons
$171.501 per thousand pounds of BOD
$215.349 per thousand pounds TSS

CIBCSD treatment and disposal fee based on Oxnard's current charges

	Quantity	X	Rate	Total $
Flow	27.73	X	$496.845	$13,777
BOD	52.9	X	$171.501	$9,072
TSS	50.87	X	$215.349	$10,954
Total				$33,803

Oxnard Ordinance #2632 expires June 30, 2006. City of Port Hueneme has received no response from Oxnard staff as to when new rates will be available.

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(805) 642-8277 Fax

March 21, 2011

Jared Bouchard, District General Manager
Channel Islands Beach
Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035

Subject: Forcemain Cost Sharing Evaluation
Project No. 60212048

Dear Mr. Bouchard:

In support of the "Forcemain A&B Cost-Sharing Agreement", detailing the cost sharing between Channel Islands Beach Community Services District (District) and City of Oxnard (City), the District secured the services of a consultant to determine an appropriate cost-sharing arrangement between the two stakeholders. The subsequent document, "Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B", included as Attachment 1, outlines an approach to equitably allocate the costs of the project between the District and Oxnard. The aforementioned document provides an approach based on existing system use; the alternative approach outlined in the following section focuses on allocations based on future use.

Revised Approach

The Ventura County Harbor area, which receives wastewater service from the City of Oxnard, has been identified for future development and increased potable water demand. This increase in potable water demand is outlined in the 2010 Channel Islands Beach Community Services District – Infrastructure Review, relevant sections included as Attachment 2. The report includes an estimate of future demand based on existing and projected land uses, and was developed in conjunction with direction from the District and Ventura County Harbor staff. Conversely, it is understood that develoment within the District wastewater service areas is essentially built-out, and that existing potable water demand and the resulting wastewater flows can be considered adequate for estimates of future flow.

The land use map and corresponding demand estimates from the 2010 District - Infrastructure Review and the return-to-sewer ratios included in the previous cost-sharing evaluation, was used to develop estimated future flows from the Harbor areas. Table 1 provides a summary of the results.

TABLE 1
ESTIMATED FUTURE HARBOR WASTEWATER FLOWS

Forcemain	Pipe Segment	Area Description	Area[(a)] (acres)	Land Use Demand (gpd/acre)[(b)]	Calculated Demand (gpm)	RTS[(c)]	Estimated Sewer Flows (gpm)
A	1	Launch Ramp	8.38	550	3.2	0.7	2.2
		Boating Dependent Industrial	9.87	160	1.1	0.7	0.8
		Visitor Serving Habor Oriented	3.00	4,700	9.8	0.9	8.8
		Visitor Serving Non Boating Dependent	5.70	230	0.9	0.7	0.6
		Total	**26.95**				**12.4**
	2	Mixed Use High	7.28	4,810	24	0.9	21.6
		Total	**7.28**				**21.6**
B	1	Mulit-Family Residential	4.46	3,910	12.1	0.9	10.9
		Visitor Serving Harbor Oriented	10.40	4,700	33.9	0.9	30.5
		Park	6.62	3,125	14.4	0.5	7.2
		Mixed Use Low	3.00	3,000	6.3	0.9	5.7
		Parking/Landscaping	22.87	490	7.8	0.6	4.7
		Total	**47.35**				**59.0**
	3	Mulit-Family Residential	28.06	3,910	76.2	0.9	68.6
		Visitor Serving Harbor Oriented	15.95	4,700	52.1	0.9	46.9
		Mixed Use Low	2.37	3,000	4.9	0.9	4.4
		Parking/Landscaping	0.57	490	0.2	0.6	0.1
		Other - 130 Units North of CI Blvd[(d)]	-	-	14	0.9	12.6
		Total	**46.95**				**132.6**

(a) Area for each land use was developed using the GIS files prepared for Figure 5-5 of the 2010 District – Infrastructure Review.
(b) Estimated Land Use Demands were developed based on Table 3-3 of the 2010 District – Infrastructure Review.
(c) To provide a comparison of the values developed in the previous recommendations, the same return-to-sewer ratios were used.
(d) The residential units designated in this category were not included in the 2010 District – Infrastructure Review since this area receives potable water service from the City of Oxnard. To determine the wastewater impact from this service area, the number of units was calculated following review of City of Port Hueneme Wastewater Service Charges invoice dated 18 January 2011 and was found to be 130 units. The average potable water demand of these units was assumed to be consistent with the average single family potable water demand from the District residential units, the average calculated value was determined to be 6.4 HCF between 2008-10.

The future wastewater flows developed in Table 1 were used to determine the updated cost-sharing values based on the revised approach. The proposed cost sharing values are presented in Table 2, in addition to the values developed as part of the original evaluation, which are based on existing flows.

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TABLE 2
PIPE LENGTH RESPONSIBILITIES

				Existing			Ultimate		
Forcemain	Pipe Segment	Pipe Length (feet)	Customer	Cumulative Flow (gpm)	Percent Contribution	Responsible Pipe Length (feet)	Cumulative Flow (gpm)	Percent Contribution	Responsible Pipe Length (feet)
A	1	6,606	Oxnard	7.8	6	385	12.4	9	**595**
			District	126.1	94	6,221	126.1	91	**6,011**
			Total	**133.9**			**138.5**		
	2	722	Oxnard	13.7	10	71	34.0	21	**152**
			District	126.1	90	651	126.1	79	**570**
			Total	**139.8**			**160.1**		
B	1	3,325	Oxnard	28.4	24	796	59.0	40	**1,330**
			District	90.2	76	2,529	90.2	60	**1,995**
			Total	**118.6**			**149.2**		
	2	1,880	Oxnard	138.3	61	1,138	168.9	65	**1,222**
			District	90.2	39	742	90.2	35	**658**
			Total	**228.5**			**259.1**		
	3	741	Oxnard	230.5	72	533	301.5	77	**571**
			District	90.2	28	208	90.2	23	**170**
			Total	**320.7**			**391.7**		

F:\CIBCSD\As Needed Services\Task 2

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A summary of the resulting overall cost sharing for both forcemains is presented in Table 3.

TABLE 3
ALLOCATION SUMMARY

	Forcemain A		Forcemain B	
Customer	**Allocated Pipe Length (feet)**	**Funding Allocation (Percent)**	**Allocated Pipe Length (feet)**	**Funding Allocation (Percent)**
Oxnard	746	10	3,123	53
District	6,582	90	2,823	47
Total	7,328	100	5,946	100

Recommendation

The approach developed for this cost-sharing approach provides a more accurate reflection of each stakeholder's estimated use of the two forcemains. Based on this approach, the District should supply 90 percent of funding for Forcemain A and 47 percent for Forcemain B, and the City should provide the remaining 10 percent funding for Forcemain A and 53 percent for Forcemain B.

Sincerely,

Ryan Gallagher
Project Manager

Attachment 1 - "Cost-Sharing Recommendations for Rehabilitation of Forcemains A &B"
Attachment 2 – Figure 5-5 and Table 3-3 of the 2010 CIBCSD Infrastructure Review

Kennedy/Jenks Consultants
Engineers & Scientists
2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

27 January 2011

Mr. Jared Bouchard
District Manager
Channel Islands Beach Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035

Subject: Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B
K/J 1189003*00

Dear Mr. Bouchard:

The Channel Islands Beach Community Services District (District) and the City of Oxnard (City) have drafted the "Forcemain A & B Cost-Sharing Agreement" which details the funding required from the District and City for rehabilitation of Forcemains A and B. In order to finalize the Cost-Sharing Agreement, Kennedy/Jenks has analyzed the District and City sewage flow ratios within each Forcemain. The procedure, assumptions, and results are described below.

Procedure

Kennedy/Jenks Consultants is concurrently working with the City on a Harbor Wastewater Modeling Project in which potable water billing information for District and City customers averaged over a two year period has been obtained. Return to Sewer Ratios (RTS) for each customer land use type have been previously calibrated to best match flow monitoring data provided by the City. These ratios were applied to the potable water billing data to determine sewage flows for this analysis.

Sewage flows attributed to the District and City are based on which entity provides the sewage service to each potable water customer within the Project boundary. Potable water customers are denoted as black dots or "nodes" on Figure 1 which shows the limits for District and City sewer service. The potable water billing information attributed to each customer node that lies within the blue shaded area is considered a City sewer customer while the potable water billing information attributed to each customer node that lies within the Orange shaded area is deemed a District sewer Customer.

Assumptions

Forcemains A and B are broken up into 2 and 3 segments, respectively. The limits of each segment are shown on Figure 2 and are described as follows:

Forcemain A

- *Segment 1 – From Lift Station A to interconnect with Lift Station #27.*
- Segment 2 – From interconnect with Lift Station #27 to Lift Station C.

Forcemain B

- Segment 1 – From Lift Station B to the corner of Harbor Blvd. and Channel Islands Blvd.
- Segment 2 – From corner of Harbor Blvd. and Channel Islands Blvd. to interconnect with Lift Station H.
- Segment 3 – From interconnect with Lift Station H to Lift Station C.

Figure 3 shows the five (5) Contribution Areas that account for the flows to the corresponding segments of pipe for each Forcemain. For example, Segment 3 of Forcemain B includes the sum of all District and City flows from Contribution Areas 1, 2, and 3 while Segment 1 only includes the flows from Contribution Area 1. The Contribution Areas were determined based on survey information found in the City's April 2004 Sewer Atlas and personal communication with the District.

Average Dry Weather Flow (ADWF) in Gallons per Minute (GPM) was used for all sewage flows considered in this analysis. The following RTS values were applied to each customer's average annual potable water consumption in GPM based on land use type:

- Park – 0.5
- Parking/Landscaping – 0.6
- Peninsula Point – 0.8
- Residential – 0.9
- Residential 2 – 0.9
- VSHO – 0.9
- VSNR – 0.7
- Irrigation – 0.1
- Commercial – 0.9
- School – 0.9

Results

Kennedy/Jenks Consultants has determined the percentage of District and City sewage flows within each of the two (2) segments of Forcemain A and each of the three (3) segments of Forcemain B. As flows increase from Segments 1 to 2 for Forcemain A and from Segments 1 to 2 to 3 for Forcemain B, it is necessary to determine the funding responsibility of both the District and City for each individual segment. A linear footage as a percentage of the total length for each Forcemain has been calculated for which the District and City will be responsible to fund that portion of the total project cost.

Table 1 below shows the direct flows from Contribution Areas 1 and 2 for Forcemain A and Contribution Areas 1, 2, and 3 for Forcemain B. The respective flows are noted for the District and City in GPM and as a percentage of the total flow from each Contribution Area.

TABLE 1
FLOW CONTRIBUTIONS

Forcemain	Contribution Area	Customer	Flow Contribution (GPM)	Percent Contribution
A	1	Oxnard	7.8	6
		District	126.1	94
		Total:	133.8	
	2	Oxnard	6.0	100
		District	0.0	0
		Total:	6.0	
B	1	Oxnard	28.4	24
		District	90.2	76
		Total:	118.6	
	2	Oxnard	109.9	100
		District	0.0	0
		Total:	109.9	
	3	Oxnard	92.2	100
		District	0.0	0
		Total:	92.2	

Table 2 shows the cumulative District and City sewage flows in each segment of pipe for both Forcemains. For example, the District contributes 126.1 GPM or 94% of the total flow in Segment 1 of Forcemain A while the few City sewer customers connected to this segment account for 7.8 GPM or 6% of the total flow. Because this flow ratio remains constant up until the connection point to Segment 2, the District is responsible for 94% of the construction cost for this segment.

When examining the results for Forcemain B, it can be seen that the District dominates the sewage contribution to Segment 1 but the City is the only contributor in Segments 2 and 3. At the final discharge point ("C Station"), the City accounts for 72% of the total flow and the District accounts for 28% of the total flow. The percentages shown in this table are indicative of the construction funding responsibilities of both the District and City for each of the five (5) Pipe Segments in linear feet.

TABLE 2
PIPE LENGTH RESPONSIBILITIES

Forcemain	Pipe Segment	Pipe Length (feet)	Customer	Cumulative Flow Contribution (GPM)	Cumulative Percent Contribution	Length of Pipe Responsible For (feet)
A	1	6,606	Oxnard	7.8	6	383
			District	126.1	94	6,223
			Total:	133.8		
	2	722	Oxnard	13.7	10	71
			District	126.1	90	651
			Total:	139.8		
B	1	3,325	Oxnard	28.4	24	796
			District	90.2	76	2,529
			Total:	118.6		
	2	1,880	Oxnard	138.3	61	1,138
			District	90.2	39	742
			Total:	228.5		
	3	741	Oxnard	230.5	72	533
			District	90.2	28	208
			Total:	320.7		

Table 3 summarizes the results of Table 2 by examining the Forcemains in their entirety as opposed to in segments. A total linear footage for each Forcemain has been calculated based on the values from Table 2 respective to each pipe segment. The total linear footage that the District and City should be responsible for divided by the total pipe length represents the percent of construction cost that the District and City should pay for each Forcemain using the criteria and assumptions stated previously for this analysis.

TABLE 3
FUNDING RESPONSIBILITIES

Customer	Forcemain A - Length of Pipe Responsible For (feet)	Forcemain A - Percent Funding Responsibility	Forcemain B - Length of Pipe Responsible For (feet)	Forcemain B - Percent Funding Responsibility
Oxnard	454	6	2,467	41
District	6,874	94	3,479	59
Total:	7,328	100	5,946	100

Therefore, the District should supply 94% of the funding for Forcemain A and 59% of the funding for Forcemain B. The City should supply 6% of the funding for Forcemain A and 41% of the funding for Forcemain B. This is based on the assumption that all segments of pipe will be the same pipe diameter and be installed using the same construction method. If pipe diameter or construction method differ by segment, refer to the "Cumulative Percent Contribution" column in Table 2 for the funding responsibilities for the District and the City for each segment. The potable water billing data sheets for each segment of both Forcemains are attached as Appendix A for your reference.

Please let us know if you have any questions or need additional information.

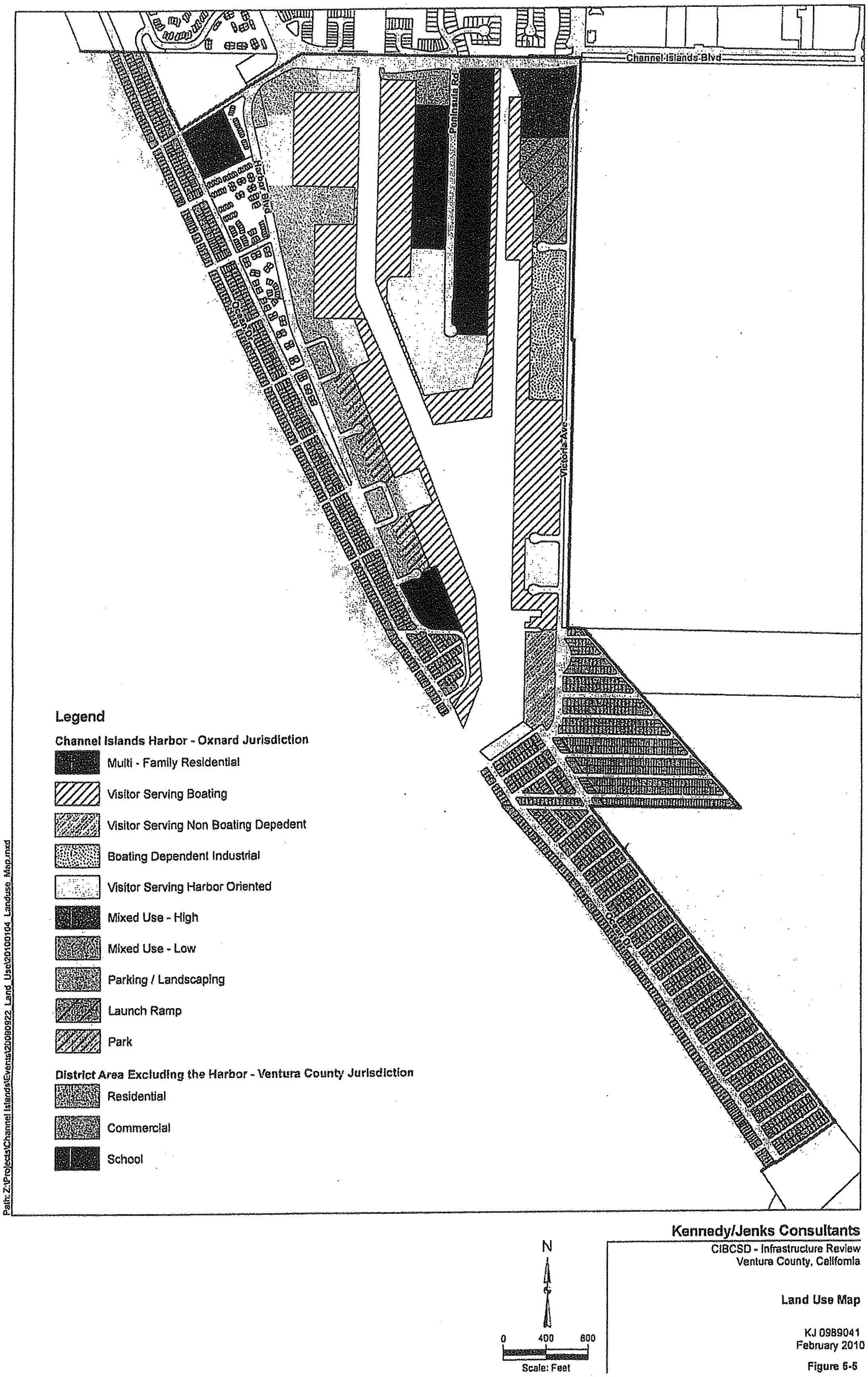
Very truly yours,

KENNEDY/JENKS CONSULTANTS

FoR: Mike Clement
Project Engineer

Enclosures: Figures 1, 2, and 3
Appendix A

cc: Jeff Savard, Kennedy/Jenks Consultants



Path: Z:\Projects\Channel Islands\Events\20080922_Land_Use\20100104_Landuse_Map.mxd

Kennedy/Jenks Consultants

CIBCSD - Infrastructure Review
Ventura County, California

Land Use Map

KJ 0989041
February 2010

Figure 6-5

Attachment No. 1
Exhibit D
Page 32 of 33

TABLE 3-3
ESTIMATED LAND USE DEMANDS

Land Use Type	Avg Daily Demand by Land Use (gpd/acre)[a]
Multi-Family Residential[b]	3,910
Visitor Serving Boating[c]	130
Visitor Serving Non-Boating Dependent[d]	230
Boating Dependent Industrial[e]	160
Visitor Serving Harbor Oriented[f]	4,700
Parking/Landscaping[g]	490
Launch Ramp[h]	550
Mixed Use – Low[i]	3,000
Mixed Use – High[j]	4,810
School[k]	1,060
Residential[l]	2,991
Commercial[m]	4,810
Park[n]	3,125

Notes:

(a) Each Daily Demand Factor includes a 15 percent increase to represent the maximum utilization of that property and provide a conservative value.

(b) The property identified to serve as the representative customer for this land use type is the Greystar Apartments (03350-02).

(c) The property identified to serve as the representative customer for this land use type is the Vintage Marina (03600-01).

(d) The property identified to serve as the representative customer for this land use type is the Kiddie's Beach Restroom (02770-01).

(e) The property identified to serve as the representative customer for this land use type is the Bellport Marine Yard (02010-02).

(f) The property identified to serve as the representative customer for this land use type is the Whales Tail (13940-01).

(g) The property identified to serve as the representative customer for this land use type is the County Irrigation Sprinklers (04740-01).

(h) The property identified to serve as the representative customer for this land use type is the Launch Ramp Victoria (04690-01).

(i) This Land Use type does not currently exist in the District service area. This value was determined at the October 2009 meeting with District and Ventura County staff.

(j) This Land Use type does not currently exist in the District service area. Kennedy/Jenks estimates this Land Use type, representing the future Fisherman's Wharf development consisting of 3 to 4 story buildings, will have a demand factor roughly equivalent to the District commercial demand.

(k) The property identified to serve as the representative customer for this land use type is the Hollywood Beach School (20971-01C).

(l) An average demand of 152 gpd (2008) was used in conjunction with an average calculated area of 0.06 acres to calculate the provided demand factor.

(m) An average demand of 244 gpd (2008) was used in conjunction with an assumed area of 0.06 acres to calculate the provided demand factor.

(n) A standard 3.5 AFY/acre was assumed for the park area.

Table 3-4 provides an estimate of the ultimate demand, as determined using the Land Use map, described in Section 5, and the land use demands provided in Table 3-3.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: J

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Gregory Barnes GB Agenda Item No. S-15

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: July 15, 2013

TO: City Council

FROM: Greg Barnes, Interim Recreation Supervisor
Recreation and Community Services

SUBJECT: **Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2013-2014.**

RECOMMENDATION

That City Council:

1) Authorize the Interim City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments for the use of grant funds.

2) Approve a special budget appropriation to recognize grant awards in the amount of $19,835 for amendment #2 and $60,896 for amendment #3 and program donations for the FY 2013-2014 Senior Nutrition Program.

DISCUSSION

The VCAAA has awarded grant funds in the amount of $80,731 to the City of Oxnard Senior Nutrition Program for FY 2013-2014. The Senior Nutrition Program provides congregate and home-delivered meals to Oxnard area seniors, 60 years of age and older. The City's Senior Services division currently serves approximately 7,000 congregate meals and 24,000 home-delivered meals to home-bound seniors yearly.

The City's Senior Services division provides the administrative oversight and management of the program, space to serve, prepare and distribute meals, along with volunteers to assist in the day-to-day operation of the program. The program also collects an estimated $18,000 in donations as a matching contribution.

FINANCIAL IMPACT

Pursuant to VCAAA Contract Amendment #2, grant revenues in the amount of $19,835 and program income in the amount of $4,547 will be appropriated to FY13-14 Senior Nutrition Program through September 2013 (Project No. 775360). Pursuant to VCAAA Contract Amendment #3, grant revenues in the amount of $60,896 and program income in the amount of $13,642 will be appropriated to FY13-14 Senior Nutrition Program through June 2014 (Project No. 775361).

Attachment #1 - VCAAA Contract Amendment #2 for July 1, 2013 - September 30, 2013

Attachment #2 - VCAAA Contract Amendment #3 for October 1, 2013 - June 30, 2014

Attachment #3 - Special Budget Appropriation

CONTRACT NO: 3C-007-071212
PC 5700B140091

AMENDMENT #2 TO VENTURA COUNTY AREA AGENCY ON AGING GRANT CONTRACT #3C-007-071213/ FOR THE PROVISION OF SERVICES PC 5700B140091 (SENIOR NUTRITION)

The County of Ventura (County) and the City of Oxnard hereby agree that the grant agreement identified as Ventura County Area Agency on Aging Contract **3C-007-071212/PC 5700B140091** previously entered into by the parties is amended, effective July 1, 2013 as follows:

1. Contract term will be July 1, 2013 through September 30, 2013 subject to performance referenced in Article 1, Sections 1 through 4 of the Contract.

2. Contract not to exceed amount will be $19,835.00.

3. The funds provided under this contract are State and Federal Funds passed through from the California Department of Aging to the County of Ventura under contract A3-1213-18. Applicable CFDA Number for Federal Funds indicated herein is required and must be reported under the Single Audit Act.

Fiscal Year Funds:	FY 2013-2014
Contract Number:	3C-007-071212
Funding Agency Name (State / Federal):	State of California
CFDA No.:	93.045
Program Name:	Senior Nutrition
State Fund Amount:	$0
Federal Fund Amount	$19,835.00
Match (10% required, cash or in kind):	$1,984.00
TOTAL AMOUNT:	$21,819.00

3. Reference State of California Contract number A3-1314-18 for fiscal year 2013-2014.

4. Agreed services and units of service to be performed are attached as Exhibit A. Contract contingencies are attached as Exhibit B.

All other terms and conditions remain the same.

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COUNTY OF VENTURA:	**GRANTEE: City of Oxnard**
Authorized Signature	**Authorized Signature**
Tanya Hawk Printed Name	Karen Burnham Printed Name
Buyer, GSA Procurement Title	Interim City Manager Title
Date	Date

AMENDMENT #3 TO VENTURA COUNTY AREA AGENCY ON AGING GRANT CONTRACT #3C-007-071212 FOR THE PROVISION OF SERVICES PC 5700B140091 (SENIOR NUTRITION)

The County of Ventura (County) and the City of Oxnard hereby agree that the grant agreement identified as Ventura County Area Agency on Aging Contract **3C-007-071212** previously entered into by the parties is amended, effective October 1, 2013 as follows:

1. Contract term will be October 1, 2013 through June 30, 2014 subject to performance referenced in Article 1, Sections 1 through 4 of the Contract.

2. Contract not to exceed amount will be $60,896.00.

3. The funds provided under this contract are State and Federal Funds passed through from the California Department of Aging to the County of Ventura under contract A9-1213-18. Applicable CFDA Number for Federal Funds indicated herein is required and must be reported under the Single Audit Act.

Fiscal Year Funds:	FY 2013-2014
Contract Number:	3C-007-071212
Funding Agency Name (State / Federal):	State of California
CFDA No.:	93.045
Program Name:	Senior Nutrition
State Fund Amount:	$0
Federal Fund Amount	$60,896.00
Match (10% required, cash or in kind):	$6,090.00
TOTAL AMOUNT:	$66,986.00

3. Reference State of California Contract number A9-1314-18 for fiscal year 2013-2014.

4. Agreed services and units of service to be performed are attached as Exhibit A. Contract contingencies are attached as Exhibit B.

All other terms and conditions remain the same.

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COUNTY OF VENTURA:	**GRANTEE: City of Oxnard**
Authorized Signature	**Authorized Signature**
Tanya Hawk	Karen Burnham
Printed Name	Printed Name
Buyer, GSA Procurement	Interim City Manager
Title	Title
Date	Date

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Recreation **Date:** July 15, 2013

Project/Program Manager: Greg Barnes **Phone:** 7990

Reason for Appropriation:

To recognize FY13-14 Senior Nutrition grants, funding via 2 part agreements from July thru. September 2013 and October thru. June 2014, from Ventura County Area Agency Aging and program donation as matching contribution

Accounts and Descriptions **AMOUNT**

Fund: FEDERAL TERM GRANTS FUND (261)

Revenues		
SENIOR NUTRITION FY13 - July-September 2013 (Project 775360)		
261-5307-581-75-33	MISC. REVENUES / FEDERAL PASS-THRU.	19,835
261-5390-581-75-08	MISC. REVENUES / DONATION	4,547
	Sub-total Revenues for Project 775360	24,382
SENIOR NUTRITION FY13 - Oct-June 2014 (Project 775361)		
261-5307-581-75-33	MISC. REVENUES / FEDERAL PASS-THRU.	60,896
261-5390-581-75-08	MISC. REVENUES / DONATION	13,642
	Sub-total Revenues for Project 775361	74,538
	Sub-total Revenues	98,920
Expenditures		
SENIOR NUTRITION FY13 - July-September 2013 (Project 775360)		
261-5307-805-8001	DIRECT LABOR	13,328
261-5307-805-8109	SUPPLIES OTHERS	960
261-5307-805-8209	SRV PROF' CONTRACT	5,547
261-5390-805-8001	DIRECT LABOR	4,547
	Sub-total Expenditures for Project 775360	24,382
SENIOR NUTRITION FY13 - Oct-June 2014 (Project 775361)		
261-5307-805-8001	DIRECT LABOR	39,983
261-5307-805-8209	SRV PROF' CONTRACT	20,913
261-5390-805-8001	DIRECT LABOR	13,642
	Sub-total Expenditures for Project 775361	74,538
	Sub-total Expenditures	98,920
	Net Change to Fund Balance	**0**

Approvals

Department Director ____________

Chief Financial Officer James Cameron

City Manager ____________

SBA# (Finance Use Only)____________

BA Doc# (Finance Use Only)____________

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012