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. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting. 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

Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
October 7, 2014

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, 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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation Designating October 13, 2014 as "Community Safety and Anti-Violence Day"

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

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

City of Oxnard internet address: www.ci.oxnard.ca.us.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

Fire Department

1. SUBJECT: Request for a Budget Appropriation to Maintain Truck Staffing. (001)
RECOMMENDATION: Approve an appropriation of $300,000 to maintain the staffing for a second truck company to ensure compliance with the 2011 Staffing for Adequate Fire and Emergency Response (SAFER) grant and to enhance the City's likelihood of receiving a 2014 SAFER grant award.
Legislative Body: CC Contact: James Williams Phone: 385-7700

L. 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 Update on Thompson Park Restrooms.
RECOMMENDATION: Receive verbal report.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7951

Public Works Department

2. SUBJECT: Verbal Update on City of Oxnard Arterial Street Resurfacing Project.
RECOMMENDATION: Receive verbal report.
Legislative Body: CC Contact: Rob Roshanian Phone: 385-7682

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

N. 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.

O. 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.

P. STUDY SESSION

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. (003)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached 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.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

2. SUBJECT: First Amendment to Agreement for Trade Services with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station. (007)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Agreement for Trade Services with Select Staffing (A-7632) to increase the amount by $400,000 to a not to exceed amount of $2,000,000 for contract labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).
Legislative Body: CC Contact: Todd Vasquez-Housley Phone: 385-7957

Development Services Department

3. SUBJECT: Special Budget Appropriation for Oxnard Boulevard Bicycle and Pedestrian Path. (011)
RECOMMENDATION: Approve a special budget appropriation recognizing federal revenue and appropriating $138,000 to "Oxnard Blvd. Pedestrian and Bike Path" to construct the bicycle and pedestrian path east of Oxnard Boulevard and south of Gonzales Road.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Public Works Department

4. SUBJECT: Agreement with Solenis LLC for Supply and Delivery of Praestol K144L Polymer to the Wastewater Treatment Plant. (013)
RECOMMENDATION: Approve and authorize the Mayor to execute the Agreement with Solenis LLC (A-7720) in the amount of $329,000 for supply and delivery of Praestol K144L Polymer to the Wastewater Treatment Plant for a one year term from October 7, 2014 to October 7, 2015 with an option to extend up to two additional one-year terms for a not to exceed amount of $987,000.
Legislative Body: CC Contact: Jay Duncan Phone: 385-8387

T. ADJOURNMENT

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 10 / 7 / 14

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

Prepared By: James A. Williams, Fire Chief J.a.W. Agenda Item No. K-1

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

DATE: September 25, 2014

TO: City Council

FROM: James A Williams, Fire Chief James A. Williams
Fire Department

SUBJECT: **Request for a Budget Appropriation to Maintain Truck Staffing**

RECOMMENDATION

That City Council approve an appropriation of $300,000 to maintain the staffing for a second truck company to ensure compliance with the 2011 Staffing for Adequate Fire and Emergency Response (SAFER) grant and to enhance the City's likelihood of receiving a 2014 SAFER grant award.

DISCUSSION

On September 12, 2012, the City of Oxnard Fire Department was awarded a grant from the Federal Emergency Management Agency (FEMA) Assistance to Firefighter (AFG) grant program in the amount of $2,970,000. The purpose of the grant was to add 12 firefighters. Costs not covered under the grant are funded from Measure O, including the cost of Truck 68, which was recently placed in service. On September 9, 2014, Council approved the submittal of a grant application for 2014 SAFER funds in the amount of $3,118,613. If successful, award of this grant would fund these positions for a two year period, resulting in significant savings to Measure O.

It was originally anticipated that award of the 2014 SAFER grant would be announced in October with funding available January 2015. Recently, the City was informed that grants would not be awarded until December 2014 with funding anticipated in April 2015. This has created a funding gap from mid-January 2015 until the funds become available. Staff is recommending that Measure O funding be approved through the end of the fiscal year in the event the City is not awarded the grant.

FINANCIAL IMPACT

The recommended appropriation in the amount of $300,000 to maintain staffing and continue operating the truck company is available from the Measure O fund balance.

Attachment #1 – Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Fire **Date:** October 7, 2014
Project/Program
Manager: James Williams **Phone:**

Reason for Appropriation:

To maintain staffing of hired Firefighters via 2011 SAFER grant from Jan. 2015 to July 2015

Accounts and Descriptions **AMOUNT**

Fund: 104 - HALF CENT SALES TAX

FIRE STATION 8 OPERATIONA (Project 15IN50)

104-2208-802.80-01	PERSONAL SERVICES / DIRECT LABOR-REGULAR	231,000
104-2208-802.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	69,000
	Sub-total Expenditures	300,000
	Net Change to Fund Balance	**(300,000)**
	Net Appropriation Change	**(300,000)**

Approvals

Department Director James A. Williams

Chief Financial Officer James Cameron

City Manager

ATTACHMENT
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: 10/07/2014

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

Prepared By: Greg Nyhoff, City Manager GN Agenda Item No. S-1

Reviewed By: City Manager GN City Attorney JBR Finance Other (Specify)

DATE: October 1, 2014

TO: City Council

FROM: Greg Nyhoff, 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 prior to the Council meeting.

City Manager Contract List for 10/07/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	**Original Agreement**	**Development Services - Building and Engineering** Don DiDomizio 385-7919	**VenTERRA Environmental, Inc.** Agreement No. 6912-14--CM	**Public Works Contract** The City of Oxnard recently responded to an emergency health and safety situation after a fire occurred in a structure located on the former Halaco site (an EPA Superfund site) the morning of September 24, 2014. This was the second fire to occur in the building in the past month. As reported post inspection by the City's Building and Engineering Division, damage from the second major fire rendered the building an imminent threat to life and safety. The summary abatement is necessary to take down the structure. This is an emergency situation because the building is in danger of imminent collapse and the public are still attempting to gain access. This is ratification of emergency approval obtained on September 30, 2014. **Total Contract Amount: $84,897** **FundingSource: Public Liability**	**$84,897**
B	**Original Agreement**	**Development Services** Chris Williamson 385-8156	**Omni-Means** Agreement No. 6883-14 DS	**Consultant Agreement for Oxnard Corridor Community Transportation Improvement Plan** Caltrans funded planning to re-vision and redevelop Oxnard Blvd and portions of Vineyard Ave and Fifth Street now in City ownership. Grant application submitted in 2013. Caltrans award notice to proceed April 8, 2014. RFP authorized by CM May 5, RFP prepared and posted and mailed June 5, Two proposals received by RFP close date July 8. Interviews held with both firms August 12 and 14. Development Services senior staff made selection August 20. Fully reimbursed by Caltrans. Local match of $27,000 from air pollution buy down fund. **Total Contract Amount: $249,923** **FundingSource: Caltrans/Air Pollution Buy Down Fund**	**$249,923**
C	**Original Agreement**	**Police** Brian Woolley	**Phoenix Group Information Systems** Agreement No. 6811-14-PO	**Processing and collection of parking citation fees and fines** The Phoenix Group was selected by the Police Department after participating in a competitive RFP process with four other companies earlier this year. The cost package offered by the Phoenix Group was determined to be comparable in relation to those offered by four other companies who participated in the process. **Total Contract Amount: $225,000** **FundingSource: General Fund**	**$225,000**

ATTACHMENT #1
PAGE 1 OF 2

City Manager Contract List for 10/07/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Purchase Order	**Police/ Firearms Training Unit** Kevin Baysinger 385-8290	**LC Action** Purchase Order No.	**Rifle ammunition order/ Police firearms training** Rifle ammunition order for the year. The ammunition will be used for police firearms training. A bid process was initiated. LC Action provided the lowest bid. **Total Contract Amount: $34,474** **FundingSource: Police Ordinance Budget**	$34,474

ATTACHMENT #1
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 10/07/14

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

Prepared By: Todd Vasquez-Housley, Environmental Resources / MRF Manager_____Agenda Item No. S-2

Reviewed By: City Manager JM City Attorney SMF Finance JC Public Works

DATE: October 7, 2014

TO: City Council

FROM: Martin Erickson, Deputy City Manager

SUBJECT: **First Amendment to Agreement for Trade Services with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station (Agreement No. A-7632)**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to Agreement for Trade Services with Select Staffing to increase the amount by $400,000 to a not to exceed amount of $2,000,000 for contract labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

DISCUSSION

The City of Oxnard Environmental Resources Division has been operating Del Norte since February 1, 2014. On October 1, 2013 the City Council approved the Del Norte Facility Business and Transition Plan that authorized a staffing plan to address operational requirements and to protect the health and safety of employees and the public. On October 15, 2013 the City Council approved Resolution No. 14,343 amending Resolution No. 14,427 authorizing regular full-time positions and the creation of 34 new full-time positions required to operate Del Norte.

Given the aggressive timeline to begin City operations at Del Norte, staff issued an RFP on October 21, 2013 to firms that provide contract labor service until the new, permanent full-time positions were recruited by Human Resources (HR). After reviewing the proposals, staff determined that Select Staffing was the most qualified firm to provide contract labor services at Del Norte. On January 7, 2014, the City Council approved Agreement No. A-7632 with Select Staffing to provide contract labor service over a two-year term, with an amount not to exceed $1,600,000. To date, nine (9) of the new, permanent full-time positions have been recruited and most of the initial contract labor positions with Select Staffing have been converted to Limited Benefit Employees (LBEs). This move will save the City approximately 22% per year in reduced labor mark-up costs for contracted labor while providing cafeteria benefits and PERS retirement.

This First Amendment to the Agreement with Select Staffing removes positions from the rate schedule that have been successfully recruited, modifies one position definition and adds one position not covered under the original agreement. The initial budget amount of $1,600,000 was estimated for the two-year term of the original agreement based upon projected recruitment time estimates. This amendment is required to address other areas of the operations that are in need of temporary labor pending full time recruitment (positions itemized in Exhibit B-1 Rate Schedule).

This temporary arrangement addresses existing funded vacancies and is not an addition of positions above approved Environmental Resources Division positions. After successful recruitment, the temporary contract positions will no longer be necessary. Finally, Select Staffing has reduced the mark-up percentages from the existing agreement.

FINANCIAL IMPACT

The proposed First Amendment with Select Staffing increases the value of Agreement No. 7632 by $400,000 to an amount not to exceed $2,000,000 over a two-year term and is funded by the Environmental Resources Fund.

Attachment #1 – First Amendment to Agreement No. 7632 (2 pages)

Agreement No. A-7632

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th day of October, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Koosharem LLC and its subsidiaries dba Select Staffing ("Vendor"). This First Amendment amends the Agreement entered into on December 11, 2013, by City and Vendor.

City and Vendor agree as follows:

1. In Section 4 of the Agreement, the figure "$1,600,000" is deleted and replaced with the figure "$2,000,000."
2. As of the date of this First Amendment, Exhibit B of the Agreement is hereby deleted and replaced with Exhibit B-1 attached here-to.
3. Select Staffing agrees to provide its associates to the City to perform temporary help services exclusive as a passenger only in City vehicles as part of temporary assignment duties (Swamper positions). In mutual consideration, the City agrees to name Select Staffing as "additional insured" on the City's automobile/vehicle policy for Select Staffing associates performing temporary services exclusive as passengers in City of Oxnard vehicles.
4. As so amended, the Agreement remains in full force and effect

CITY OF OXNARD

____
Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

____
Todd Vasquez-Housley, Environmental Resources / MRF Manager

VENDOR

____
Oscar Heredia, Area Manager
Select Staffing

APPROVED AS TO INSURANCE:

____
James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

____
Greg Nyhoff, City Manager

Attachment No. 1

EXHIBIT B-1

RATE SCHEDULE

Vendor shall provide pricing based on the requirements and terms set forth in this Agreement. Pricing must be all-inclusive and cover every aspect of the project and indicate the bill rate and mark-up for each position. The rates herein shall be incorporated into the contract between the City and Vendor.

1. POSITION	HOUR PAY RATE	HOUR BILL RATE	% MARK UP (INCLUDED IN HOUR BILL RATE)	OVERTIME BILL RATE	% MARK UP (INCLUDED IN OVERTIME RATE)
Scalehouse/Buyback Center Attendant	$15.02	$23.03	53.31%	$32.06	42.31%
Heavy Equipment Operator	$16.62	$25.48	53.31%	$35.48	42.31%
Maintenance Technician	$16.81	$25.77	53.31%	$35.88	42.31%
MRF Equipment Operator	$16.14	$24.74	53.31%	$34.45	42.31%
Dispatcher	$15.35	$22.92	49.31%	$31.62	37.31%
Sorter/Spotter/Housekeeper	$15.02	$23.03	53.31%	$32.06	42.31%
Swamper	$14.75	$22.61	53.31%	$31.49	42.31%

Vendor reserves the right to unilaterally adjust the rates noted above, if there is an increase in either state or federal minimum wage or insurance costs (including the Healthcare Reform Act), associated with providing temporary help-services to the City. Any such increase would be preceded by no less than thirty days written notice to the City.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 10/7/2014

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-3

Reviewed By: City Manager JM City Attorney RT Finance JC Other

DATE: September 24, 2014

TO: City Council

FROM: Matthew Winegar, Director MW
Development Services Department

SUBJECT: Special Budget Appropriation for Oxnard Boulevard Bicycle and Pedestrian Path

RECOMMENDATION

That the City Council approve a special budget appropriation recognizing federal revenue and appropriating $138,000 to "Oxnard Blvd. Pedestrian & Bike Path" to construct the bicycle and pedestrian path east of Oxnard Boulevard and south of Gonzales Road.

DISCUSSION

In July 2013, the City Council approved the plans and specifications for construction of the Oxnard Boulevard bicycle and pedestrian path (Specification No. GS09-18) located on the west side of the future Sports Park at Gonzales Road, east of Oxnard Boulevard.

On July 23, 2013, the City was awarded $334,000 in federal grant funds through the Congestion Mitigation and Air Quality Improvement Program (CMAQ) for the construction and construction engineering of the project. The appropriation of $138,000 in CMAQ grant funds is necessary to fund change orders due to unforeseen conditions during construction. The CMAQ grant requires matching funds of 11.47 percent, which the City appropriated to the project in previous fiscal years.

FINANCIAL IMPACT

The Oxnard Blvd. Bicycle and Pedestrian Path, Project No. 003113, with a budget of $1,554,860 is funded with federal and state grants, the Transportation Development Act Bicycle/Pedestrian Fund, and the Air Pollution Buy-Down Fund. With City Council approval, the City will recognize CMAQ grant funds in the amount of $138,000 and appropriate those funds to "Oxnard Blvd. Pedestrian & Bike Path" (Project No. 003113) for the purpose of funding change orders to complete construction of the project. Adequate funds have been appropriated as the local match.

CD

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department:	Development Services	**Date:**	October 7, 2014
Project/Program Manager:	Cynthia Daniels	**Phone:**	385-7871

Reason for Appropriation:

Recognize federal grant to fund construction of Oxnard Blvd. Pedestrian & Bicycle Path (CML Project # 5129(029)) per. Amendment Modification Summary (E-76) issued on 9/12/2014 (Seq. No. 6)

Accounts and Descriptions		**AMOUNT**
Fund: FEDERAL TRANSPORTATION MULTI-YEAR GRANTS (275)		
Revenues/Transfers In		
TRANSIT SERVICES CIP (3167)		
265-3167-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	138,000
	Sub-total Revenues	138,000
Expenditures/Transfers Out		
OXNARD BLVD.PED.&BICYCLE (Project No. 003113)		
265-3167-826.86-04	IMPROVEMENTS NOT BLDG--NEW	138,000
	Sub-total Expenditures	138,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**138,000**

Approvals

Department Director: Ashley Golden
Matthew Winegar

Chief Financial Officer: James Cameron
James Cameron

City Manager: ______________________
Greg Nyhoff

ATTACHMENT 1
PAGE 1 OF 1

SBA# (Finance Use Only)____________
BA Doc# (Finance Use Only)____________

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 10/07/14

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

Prepared By: Jay Duncan, Contract & Grant Coordinator Jay Duncan Agenda Item No. S-7

Reviewed By: City Manager _____ City Attorney SMF Finance _____ Public Works

DATE: September 24, 2014

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: **Agreement with Solenis LLC for Supply and Delivery of Praestol K144L Polymer to the Wastewater Treatment Plant (Agreement No. A-7720)**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Agreement with Solenis LLC in the amount of $329,000 for supply and delivery of Praestol K144L Polymer to the Wastewater Treatment Plant for a one year term from October 7, 2014 to October 7, 2015 with an option to extend up to two additional one-year terms for a not to exceed amount of $987,000 (Agreement No. A-7720).

DISCUSSION

Approximately 50 million gallons of biosolids are processed annually at the Wastewater Treatment Plant (WWTP). Liquid emulsion polymers, such as Praestol K144L, are an essential element in this treatment process, and are used to dewater and solidify the treated biosolids for disposal in compliance with regulatory requirements. Removal of biosolids from the treated effluent is necessary to ensure that wastewater discharged to the ocean is free of contaminants.

On March 4, 2014, the City issued a competitive Request for Bid for supply and delivery of polymer to the WWTP. The bid process included three phases: 1) bench testing of the proposed polymers to verify performance, 2) full-scale testing of the pre-qualified polymers to determine annual consumption, and 3) receipt of bids from the pre-qualified bidders. Three vendors submitted bids by the closing date of May 28, 2014, but only two were qualified as a result of the testing. Solenis LLC was the low bidder.

The City and Solenis LLC subsequently negotiated an agreement for one year of supply and delivery of Praestol K144L Polymer for a cost of $329,000, with an option to extend up to two additional one-year terms for a total cost not to exceed $987,000.

FINANCIAL IMPACT

Funds are available in the Wastewater Operating Fund, Treatment Services to cover the cost of these services.

Attachment #1 - Agreement No. A-7720

AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/14)

THIS AGREEMENT FOR TRADE SERVICES ("**Agreement**") is entered into in Ventura County, California, this 7th day of October, 2014, by and between the City of Oxnard ("**City**") and Solenis LLC ("**Vendor**"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Supply and delivery of Praestol K144L Polymer to the City of Oxnard Wastewater Treatment Plant as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below on an on-call basis according to the specifications and requirements shown in Exhibit B. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on October 7, 2014, and shall end on October 7, 2015 with an option of renewing for up to two (2) additional one (1) year terms. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor for the services performed under this Agreement at rates provided in Exhibit B, attached hereto and incorporated herein by this reference. Agreement is not to exceed $329,000 for the initial term. The City shall have the option of renewing for up to two (2) additional one (1) year terms for a total amount not to exceed $987,000. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated

herein by reference as **Exhibit A**. While this Agreement is in effect, Vendor shall pay such employee no less than $14.75 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2015, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

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

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

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

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

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

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

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

13. Any notices to Vendor may be delivered personally or by mail addressed to: John Schumann, Senior Vice President, Industrial Water Division, Solenis LLC, 500 Hercules Road,

Wilmington, DE, 19808. Any notices to City may be delivered personally or by mail addressed to: Jeff Miller, Interim Wastewater Superintendent, City of Oxnard Wastewater Division, 6001 Perkins Road, Oxnard, CA 93033.

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

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

CITY OF OXNARD

____
Tim Flynn, Mayor

VENDOR

____
John Schumann, Senior Vice President
Solenis, LLC

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:

____
James Cameron, Risk Manager

APPROVED AS TO FORM:

____
Stephen M. Fischer, Interim City Attorney

APPROVED AS AMOUNT:

____
Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

____
Rob Roshanian, Interim Public Works Director

____
Daniel Rydberg, Utilities and Engineering Manager

EXHIBIT A

LIVING WAGE POLICY

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

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

    (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

    (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

    (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

    (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $______ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than ______ hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2014

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 **$14.75 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2015, and each July 1 thereafter, according to the percentage change in the Consumer Price Index,** all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

EXHIBIT B

SUPPLY & DELIVERY OF POLYMER

CHEMICAL DESCRIPTION & PRICE

Polymer Type	Price per lb.
PRAESTOL K144L	$1.37/lb.

Note: Polymer to be delivered in bulk shipment and subject to all items and conditions set forth in Bid No. PW R14-14.

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

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

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

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

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

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7720
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. A-7720
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:

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

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-7720
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-7722
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 ______________