Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

# AGENDA
# OXNARD CITY COUNCIL
# PUBLIC WORKS & TRANSPORTATION COMMITTEE

Council Chambers, 305 West Third Street
January 12, 2021
**Regular Meeting - 8:30 PM to 10:00 PM**
**(TEMPORARY MEETING TIME CHANGE)**

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

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

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 12:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 12:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

## A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

## B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

## C. CONSENT AGENDA

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

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

1. City Clerk Department

   SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the December 8, 2020 regular meeting as presented.

   Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

   SUBJECT: Approval of Fourth Amendment with NBS Government Finance Group for Assessment District Consulting Services. (0/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the City Manager to:
   1. Execute the Fourth Amendment to Agreement No. A-7950 with NBS Government Finance Group (NBS) in the amount of $113,000 for a total not-to-exceed amount of $1,123,765.42 to provide construction costs reimbursement and consulting services for Community Facilities District No. 2018-01 (Wagon Wheel); and
   2. Approve a budget appropriation to recognize the developer's fund deposits and expenditures for $113,000 from the Wagon Wheel Community Facility District 2018-01 fund.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/N-fZAx6fiMs

   Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

   SUBJECT: Agreement with Waste Management of California, Inc. for Solid Waste Disposal. (0/10/20)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8280 with Waste Management of California, Inc. for a five year term from February 2, 2021 through February 1, 2026 for solid waste disposal at the Simi Valley Landfill from the Del Norte Regional Recycling and Transfer Station.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3hCb0KmnRqo

   Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Solenis LLC, Purchase Order for Supply and Delivery of Anionic Polymer. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order with Solenis LLC, in the amount not to exceed $450,000 for a three-year term ending June 30, 2024, for supply and delivery of anionic polymer to the Oxnard Wastewater Treatment Plant.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/-Nckbc3W2Ko

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

# M I N U T E S
# OXNARD CITY COUNCIL
# PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
December 8, 2020

## A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:10 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan A. MacDonald, and Chair Bert E. Perello were present via videoconference.

Staff members present were Alexander Nguyen, City Manager; Paul Early, Assistant City Attorney; Rosemarie Gaglione, Public Works Director; Jeri Cooper, Special Districts Project Manager; Timothy Bochum, City Traffic Engineer; Brian Yanez, Assistant Public Works Director; and Michelle Ascencion, City Clerk.

## B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ray Blattel (truck routes) and Joey Juhasz-Lukomski (pedestrian and bicyclist safety).

## C. CONSENT AGENDA

### City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the November 24, 2020 regular meeting as presented.

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

## D. REPORTS

### Public Works Department

1. SUBJECT: Agreement for Landscape Maintenance Service for Various Landscape Maintenance Districts.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:
   1. Approve and authorize the Mayor to execute Agreement A-8245 and negotiated contract authorization with Garcia's Landscaping Maintenance Inc. (Garcia's) in the amount of $2,566,062 for a three-year term ending on December 31, 2023 for landscape maintenance services within various Landscape Maintenance Districts;
   2. Approve and authorize an additional contract allocation in the amount of $256,606 to be used for any needed increased level of service in a Landscape Maintenance District dependent on funding availability; and

DRAFT

3. Authorize the City Manager to approve a budget appropriation in the amount of $113,059 from available fund balance from various Landscape Maintenance Districts.

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

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

2. SUBJECT: Intelligent Transportation System (ITS) and Traffic Signal System Update.
RECOMMENDATION: That the Public Works and Transportation Committee receive a report on the status and upcoming work for the City's Intelligent Transportation System (ITS) and Traffic Signal System.

The City Traffic Engineer gave a report. Public comments were received from Pat Brown. Discussion ensued among the Committee and staff. No formal action was required.

3. SUBJECT: Agreement for Rental, Purchase, and Laundry Services for City Uniforms.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8263 with UniFirst Corporation in the amount not to exceed $670,000 for a three-year term ending January 31, 2024, for uniform rental, purchase and laundry services for various City departments.

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

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

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 12:49 p.m.

| | |
|---|---|
| MICHELLE ASCENCION, CMC<br>City Clerk | BERT E. PERELLO<br>Chair |

DRAFT

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE**
**AGENDA REPORT**

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

**DATE:** January 12, 2021

**TO:** Public Works and Transportation Committee

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

**SUBJECT:** Approval of Fourth Amendment with NBS Government Finance Group for Assessment District Consulting Services. (0/5/5)

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council authorize the City Manager to:
1. Execute the Fourth Amendment to Agreement No. A-7950 with NBS Government Finance Group (NBS) in the amount of $113,000 for a total not-to-exceed amount of $1,123,765.42 to provide construction costs reimbursement and consulting services for Community Facilities District No. 2018-01 (Wagon Wheel); and
2. Approve a budget appropriation to recognize the developer's fund deposits and expenditures for $113,000 from the Wagon Wheel Community Facility District 2018-01 fund.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/N-fZAx6fiMs

## BACKGROUND

NBS specializes in the administration of California special financing districts and provides services such as database development, budget preparation, assessment computation, analysis, and engineer reports.

On February 7, 2017, City Council approved Agreement No. A-7950 with NBS in the amount of $166,700 for a term through June 30, 2018.

On May 22, 2018, City Council approved the First Amendment to Agreement A-7950 for a new not-to-exceed total contract value of $501,115.42 and extended the termination date to May 31, 2021. This amendment's scope of work included support for budget preparation, assessment computation and rate analysis, Engineer's Report preparation, noticing and resolution coordination, levy submittal, and a final Engineer's Report.

On January 3, 2019, an administrative Second Amendment to Agreement A-7950 was approved by the Finance Department Purchasing Manager and City Attorney's office to update the Prevailing Wage language in the agreement. This amendment required no change to the contract value nor a change to term dates.

As part of the February 2020 Acquisition Agreement No. 8907-20-PW (Agreement) between the City of Oxnard (City) and the developer of the Wagon Wheel development, CRFL Partners, LLC (Developer), the

Developer applied for the financing of public capital improvements and development fees (the Improvements) through the California Statewide Communities Development Authority (Authority) and its Statewide Community Infrastructure Program (Attachment 4). The submitted Improvements include Wagon Wheel Parks B and C, City development fees, Spine Road and landscaping, and Oxnard Boulevard and Wagon Wheel Road entry and widening.

The Authority provides the City with the financing necessary, through proceeds from an August 2020 bond issuance (Attachment 5). These funds are used to acquire the Improvements and to provide payment of the agreed-upon acquisition price to the Developer as specified in Exhibit A of the Agreement. Bond proceeds are held with the Authority trustee, Wilmington Trust (Trustee). The completed Improvements are to be owned by the City.

On June 2, 2020, City Council approved the Third Amendment to Agreement A-7950 for ongoing administrative services, community outreach for the City's Landscape Maintenance Districts, and formation services of Community Facility Districts. This amendment increased the not-to-exceed total contract value to $1,010,765.42.

**DISCUSSION**

<u>NBS Government Finance Group</u>

As part of NBS's review of documents, they develop standards and procedures to verify and assign bond proceeds to reimburse the Developer for the completed and accepted Improvements:

- Utilize appropriate forms and certificates to enable the efficient processing of reimbursements and assure completion of work.
- Obtain verification of all lien releases, contractor, subcontractor, and supplier payments.
- Provide authorization to the Authority to release bond proceeds for reimbursement.
- Give notice of denied reimbursement requests and the reason for denial.
- Maintain files on all reimbursements and provide complete reporting with each reimbursement request.

For the Developer to be paid for the construction of the Improvements, they have to provide the City and NBS with all construction cost documentation available for review for each of the Improvements that they are requesting reimbursement.

In total, four (4) reimbursement requests have been submitted by the Developer. These requests have been reviewed and verified by NBS and approved by City staff, as outlined in Exhibit B of the Agreement (Attachment 6). The Trustee was notified on December 3, 2020, of the completeness of the Improvements.

The Developer intends to submit at least two (2) additional requests in the coming year. NBS's fee for these services is $8,500 per request plus 0.5% of the requested reimbursement amount.

*EXAMPLE: (Requested Reimbursement Amount ($) X 0.5% (or 0.005)) + $8,500 = NBS FEE*

| Request # | Description | Reimbursement Amount | NBS Fee: $8,500 + 0.5% |
|---|---|---|---|
| 1 | Parks B & C Improvements | $1,884,144.52 | $17,920.72 |
| 2 | City Fees | $1,538,962.68 | $16,194.81 |
| 3 | Phase 2 Spine Road & Landscape | $4,543,619.48 | $31,218.10 |
| 4 | Oxnard Blvd/Wagon Wheel Road entry & widening | $1,740,524.99 | $17,202.62 |
| - | Future Requests | $4,300,000.00 | $30,000.00 |
| | **TOTAL** | **$14,007,251.67** | **$112,536.25** |

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

The total cost for this Fourth Amendment with NBS is an additional $113,000 and will be funded by the Developer. There is no financial impact to the City's General Fund or Wagon Wheel CFD Fund 374 with approval of the Fourth Amendment with this NBS agreement. The costs associated with NBS providing construction costs reimbursement services will be paid for by the Developer.

The City will act as a pass-through for these payments, with funds from the Developer received into Fund 374-1606-591.75-15 and paid out of Fund 374-1606-805.82-09 to NBS for their consulting services.

The budget appropriation includes future costs expected to be incurred in subsequent reimbursement requests by the Developer.

*Prepared by: Adam Smith, Project Manager, Steve Howlett, Assistant Public Works Director*

**ATTACHMENTS**

1. NBS Fourth Amendment A-7950
2. NBS Budget Appropriation - Fourth Amendment
3. NBS Original Agreement and Amendments First-Third
4. Acquisition Agreement 8907-20-PW
5. Special Tax Bonds Closing Certificate
6. Exhibit B - Acquisition Agreement No. 8907-20-PW - Developer Reimbursements
7. Special Districts Map and Legend
8. NBS Presentation pdf

**Agreement No. A-7950**

# FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of February, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This Fourth Amendment amends the Agreement entered into on February 7, 2017, by City and Consultant. The Agreement previously has been amended on May 22, 2018, by a First Amendment, by a Second Amendment, on January 3, 2019, and by a Third Amendment, on June 2, 2020.

City and Consultant agree as follows:

1. In Section 45(d) of the Agreement, the figure "$8,500" is deleted and replaced with "$113,000."

2. In Section 45(f) of the Agreement, the figure "$1,010,765.42" is deleted and replaced with "1,123,765.42."

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

☐ Tim Flynn, Mayor[1] _____ Date

☒ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

_____ Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

_____ Stephen M. Fischer, City Attorney (always required) _____ Date

_____

**NBS GOVERNMENT FINANCE GROUP**

_____ Michael Rentner, President/CEO[2] _____ Date

_____ Dave Ketcham, Vice President _____ Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Public Works **Date:** February 2, 2021

**Project/Program Manager:** Adam Smith **Phone:** (805) 385-3918

**Reason for Appropriation:**

Fees for City consultant NBS to provide construction costs reimbursement and consulting services for Wagon Wheel Community Facilities District No. 2018-01

| Accounts and Descriptions | | AMOUNT |
|---|---|---|
| **Fund: WAGON WHEEL CFD (FUND 374)** | | |
| **Revenues /Transfers In** | | |
| 374-1606-591.75-15 | DEVELOPER DEPOSIT | 113,000 |
| | **Sub-total Revenues** | **113,000** |
| **Expenditures/Transfers Out** | | |
| 374-1606-805.82-09 | SVCS-OTHER PROF/CONTRACT | 113,000 |
| | **Sub-total Expenditures** | **113,000** |
| | **Net Change to Fund Balance** | **0** |
| | **Net Appropriation Change** | **113,000** |

**Approvals**

Department Director _____

Chief Financial Officer _____

City Manager _____

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

REQUIRES CITY COUNCIL AUTHORIZATION

**Agreement No. A-7950**

# AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 7th day of February, 2017, by and between the City of Oxnard, a municipal corporation (**"City"**), and NBS Government Finance Group (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Sandra Burkhart (**"Manager"**), subject to the direction of the City Manager or Department Manager.



COUNCIL APPROVED
2/7/2017 I3(A)
DATE

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in **Exhibit A** 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 Pablo Perez as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on February 7, 2017, and expire on June 30, 2018.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City

agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $166,700 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

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

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

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

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to NBS, 32605 Temecula Parkway, Suite 100, Temecula, CA 92592, Attention: Pablo Perez.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Finance Department, 300 West Third Street, #202, Oxnard, California 93030, Attention: Sandra Burkhart.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Sandra Burkhart, Project Manager

Jim Throop, Finance Director

NBS GOVERNMENT FINANCE GROUP

Michael Rentner,President/CEO/CFO/
Board Secretary

Dave Ketcham, Vice President

## EXHIBIT A
## SCOPE OF SERVICES

**A. 1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 13, 2017 through August 31, 2017)**

1. **Database Development**. Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.

2. **Budget Preparation**. Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.

3. **Assessment Computation and Rate Analysis**. Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.

4. **Engineer's Report Preparation**. Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:

    a. Background of the district.
    b. A detailed and technically supported Method of Assessment.
    c. A description of the improvements and services funded by the district.
    d. A cost estimate for the improvements and services being funded.
    e. Copy or reference to the original district diagram.
    f. A table showing assessed rates by zone and land use.
    g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.

5. **Meet with City Staff**. Consultant will meet with City staff to review each Engineer's Report for modifications and approval.

6. **Noticing and Resolution Coordination**. Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame. Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:

    a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.
    b. Resolution preliminarily approving the Engineer's Report.

c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
d. Resolution authorizing the placement of assessments on the secured property tax bills.

7. **Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(3) of this Exhibit A), as requested by the City.

8. **Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor-Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.

9. **Final Engineer's Report**. Consultant will update and deliver to City staff each annual Engineer's Report.

10. **Toll-Free Phone Number**. Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

**B. Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts**

1. **Removal of Exterior Improvements.** Consultant will review each district, work with the City as it removes the exterior improvements (along major streets), recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

2. **Addition of Interior Improvements.** Consultant will review each district, work with the City as it adds interior improvements, if applicable, recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

3. **Community Outreach.** Consultant will participate and provide support for community outreach efforts related to the review and adjustment of historical City administrative fees, removal of exterior improvements, addition of interior improvements, if applicable, and use of surplus funds, if applicable. Consultant will participate and provide support, including mailing support (with materials and postage paid by City) for town hall meetings related to the bidding and awarding of maintenance contracts, setting of maintenance levels of service, changes to the maps of improvements, and setting of

corresponding assessment levies. Consultant will attend two (2) town hall meetings scheduled in 2017 (in addition to and not including the two (2) public meetings in A(7) of this Exhibit A).

4. **Maintenance Contract Bidding.** Consultant will provide the new description of improvements, specifications, and map of improvements after the removal of exterior improvements and addition of interior improvements, if applicable, and assist the City with the bidding of maintenance contracts for all districts, including districts currently maintained by the City.

5. **Review of Direct Staff and Indirect Cost Allocations.** Consultant will assist the City in reconciling the direct staff and indirect cost allocations for 2016/17 against actuals and proposed 2017/18 allocations.

6. **Organizational Structure.** Consultant will review the City's organizational structure of assessment district staff, make recommendations, and assist City with changes for the adequate staffing of the districts.

7. **Green City Acres Park.** Consultant will review LMD 58 in relation to Green City Acres Park for the calculation of special and general benefit and determination of funding allocations between the General Fund and the district.

**C. Assistance to City Staff with the Administration of the Maintenance Assessment Districts (Starting September 1, 2017, Upon City's Request)**

1. **On Call Assistance.** Consultant will be available to answer questions and assist City staff during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. on particular issues involving the administration of the assessment districts, as requested. On call assistance may include, but not be limited to:
    a. Assistance with the preparation of annual Resolutions, engineer's reports and assessment levies.
    b. Assistance with direct staff allocations.
    c. Assistance with indirect cost allocations.
    d. Assistance with Proposition 218 compliance on an ongoing basis.
    e. Assistance with maintenance contract specifications and bidding.
    f. Assistance with the resolution of inquiries by property owners and the public.

## EXHIBIT B
## RATES AND COSTS

**1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 13, 2017 through August 31, 2017)**

Districts or Zones with Less than 300 Parcels..... $774.29 Each *
Districts or Zones with 300 Parcels or More..... $1,106.14 Each *

**Total (1/13/2017 to 8/31/2017)..... $46,900**

* Per District Fee reflects a total of $4,500 in expenses and includes engineer's signature and stamp of 2017/18 consolidated engineer's report.

**Breakdown of Administration Fees**

| District Name | Parcel Count | District Fee |
|---|---|---|
| LMD No. 01 (Summerfield) | 147 | $774.29 |
| LMD No. 02 (Channel Islands) | 138 | $774.29 |
| LMD No. 03 (River Ridge) | 515 | $1,106.14 |
| LMD No. 07/08 (Northfield/Seagate) | 149 | $774.29 |
| LMD No. 09 (Strawberry Fields) | 226 | $774.29 |
| LMD No. 10 (Country Club Estates) | 153 | $774.29 |
| LMD No. 11 (St. Tropez) | 83 | $774.29 |
| LMD No. 12 (Standard Pacific) | 255 | $774.29 |
| LMD No. 13 (Le Village) | 160 | $774.29 |
| LMD No. 14 (California Cove) | 212 | $774.29 |
| LMD No. 15 (Pelican Pointe) | 73 | $774.29 |
| LMD No. 16 (California Lighthouse) | 265 | $774.29 |
| LMD No. 17 (San Miguel) | 110 | $774.29 |
| LMD No. 18 (St. John's Hospital) | 6 | $774.29 |
| LMD No. 19 (Shopping at the Rose) | 21 | $774.29 |
| LMD No. 20 (Volvo Median) | 3 | $774.29 |
| LMD No. 21 (Cypress Pointe) | 28 | $774.29 |
| LMD No. 22 (McDonald's Median) | 4 | $774.29 |
| LMD No. 23 (Greystone) | 61 | $774.29 |
| LMD No. 24 (Vineyards) | 100 | $774.29 |
| LMD No. 25 (The Pointe) | 216 | $774.29 |
| LMD No. 26 (Albertson's) | 1 | $774.29 |
| LMD No. 27 (Rose Island) | 50 | $774.29 |
| LMD No. 28 (Harborside) | 355 | $1,106.14 |
| LMD No. 29 (Mercy Charities) | 1 | $774.29 |
| LMD No. 30 (Haas Automation) | 13 | $774.29 |
| LMD No. 31 (Rancho De La Rosa) | 233 | $774.29 |
| LMD No. 32 (Oak Park) | 27 | $774.29 |
| LMD No. 33 (El Paseo) | 190 | $774.29 |
| LMD No. 34 (Sunrise/Sunset) | 273 | $774.29 |

| | | |
|---|---|---|
| LMD No. 35 (Airport Center) | 6 | $774.29 |
| LMD No. 36 (Carmel/Santa Cruz) | 330 | $1,106.14 |
| LMD No. 37 (Pacific Breeze) | 119 | $774.29 |
| LMD No. 38 (Aldea Del Mar) | 294 | $774.29 |
| LMD No. 39 (Promesa & Sueno) | 244 | $774.29 |
| LMD No. 40 (Cantada) | 113 | $774.29 |
| LMD No. 41 (Pacific Cove) | 120 | $774.29 |
| LMD No. 42 (Cantabria & Coronado) | 197 | $774.29 |
| LMD No. 43 (Greenbelt) | 164 | $774.29 |
| LMD No. 44 (American Pacific) | 141 | $774.29 |
| LMD No. 45 (Channel Pointe) | 5 | $774.29 |
| LMD No. 46 (Daily Ranch) | 262 | $774.29 |
| LMD No. 47 (Sycamore Place) | 111 | $774.29 |
| LMD No. 48 (Victoria Estates) | 447 | $1,106.14 |
| LMD No. 49 (Cameron Ranch) | 36 | $774.29 |
| LMD No. 50 (Pleasant Valley) | 60 | $774.29 |
| LMD No. 51 (Pfeiler) | 219 | $774.29 |
| LMD No. 52 (Wingfield) | 199 | $774.29 |
| LMD No. 53 (Huff Court) | 8 | $774.29 |
| LMD No. 54 (Meadow Crest) | 50 | $774.29 |
| LMD No. 55 (Wingfield West) | 41 | $774.29 |
| LMD No. 56 (The Cottages) | 52 | $774.29 |
| LMD No. 57 (Golden State Self Storage) | 2 | $774.29 |
| LMD No. 58 (Westwind) | 156 | $774.29 |
| LMD No. 59 (Orbella) | 105 | $774.29 |
| LMD No. 60 (Artisan) | 3 | $774.29 |
| MAD No. 04 (Mandalay Beach/Colony/Hotel) | 441 | $1,106.14 |
| Waterways | 877 | $1,106.14 |
| **Total (1/13/2017 to 8/31/2017):** | 8,870 | **$46,900** |

**Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts**

Consulting Fees..... $79,500
Estimated Expenses ..... $3,400
**Total Fees** ..... **$82,900**

**Assistance to City Staff with the Administration of the Maintenance Assessment Districts**
**(Starting September 1, 2017, Upon Request)**

Hourly per Schedule Below (Initial Authorization) ..... $34,500 *
Estimated Expenses ..... $2,400
**Total Fees** ..... **$36,900**
* City may authorize additional hours as needed.

**Expenses**

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include but not be limited to assessment engineer's signature and stamp, travel, mailing fulfillment, postage, supplies, telephone, reproduction, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over $100 requires pre-approval by the City; please send all such requests to Mike More, Financial Services Manager at Mike.More@oxnard.org.

**Additional Services**

The following table shows our current hourly rates. Additional services authorized by the City, but not included in the scope of work above will be billed at this rate or the then-applicable hourly rate.

| Title | Hourly Rate |
|---|---|
| Director | $205 |
| Associate Director | $190 |
| Senior Consultant/Engineer | $160 |
| Consultant | $140 |
| Analyst | $120 |
| Resource Analyst | $95 |

# EXHIBIT INS-A

# INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR CONSULTANTS**
**(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant.

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

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

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

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

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

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

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

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

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

**COVERAGES**

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG . $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ & listed sub-consultant $500,000 |

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

**CERTIFICATE HOLDER**

City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

## 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._____**
**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. _____**
**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 _____

NBSGOVE-01 PA3

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (858) 869-8300
Vanorsdale Insurance Services
6165 Greenwich Drive, Suite 200
San Diego, CA 92122

CONTACT NAME: Janet Darby
PHONE (A/C, No, Ext): 858-869-8300 FAX (A/C, No): 858-869-8301
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hanover Insurance Company A | 22292 |
| INSURER B : Allmerica Financial Benefit A | 41840 |
| INSURER C : Gemini Insurance Company A+ | 10833 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
NBS Government Finance Group
32605 Temecula Parkway, Suite 100 & 101
Temecula, CA 92592

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ | 2,000000 |
| | CLAIMS-MADE X OCCUR | X | | OH3A43196302 | 9/24/2016 | 9/24/2017 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 2,000,000 |
| | | | | | | | MED EXP (Any one person) | $ | 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | 4,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 4,000,000 |
| | OTHER: | | | | | | | $ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| B | X ANY AUTO | | | AW3A42745802 | 9/24/2016 | 9/24/2017 | BODILY INJURY (Per person) | $ | |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ | 1,000,000 |
| A | EXCESS LIAB CLAIMS-MADE | | | OH3A43196302 | 9/24/2016 | 9/24/2017 | AGGREGATE | $ | |
| | DED RETENTION $ | | | | | | | $ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE OTH-ER | | |
| A | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | WH3A42745703 | 9/24/2016 | 9/24/2017 | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |
| C | Professional Liability | | | VCPL064726 | 9/24/2016 | 9/24/2017 | Each Wrongful Act | | $2,000,000 |
| C | Professional Liability | | | VCPL064726 | 9/24/2016 | 9/24/2017 | Annual Aggregate | | $2,000,000 |

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Mike More
300 WestThird Street, #302
Oxnard, CA 93030-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTION OF OPERATIONS -

| | |
|---|---|
| NBS Government Finance Group<br>32605 Temecula Parkway, Suite 100 & 101<br>Temecula, CA 92592 | City of Oxnard<br>Attn: Mike More<br>300 WestThird Street, #302<br>Oxnard, CA 93030- |

City of Oxnard is named additional insured regarding General Liability.
Blanket forms apply when required by written contract:
GENERAL LIABILITY:
Additional Insured-Special Broadening Endt: 391-1006 06 09
Additional Insured-Completed Operations: 391-1602 12 11
Primary & Non-Contributory: 391-1331 06 09
Waiver of Subrogation: BP0497 07 02
AUTO:
Additional Insured: 461-0478 12 12
Primary & Non-Contributory: 461-0478 12 12
Waiver of Subrogation: 461-0500 11 13
WORKERS' COMPENSATION:
Waiver of Subrogation: WC040306 4-84
*CERTIFICATE ISSUED DUE TO POLICY RENEWAL*

POLICY #OH3 A43196302

# BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM


| SUMMARY OF COVERAGES | Limits | Page |
|---|---|---|
| 1. Additional Insured by Contract, Agreement or Permit | | 1 |
| 2. Additional Insured - Broad Form Vendors | | 2 |
| 3. Alienated Premises | | 2 |
| 4. Bodily Injury Redefined | | 2 |
| 5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators | | 2 |
| 6. Incidental Malpractice (Employed Nurses, EMT's and Paramedics) | | 3 |
| 7. Personal and Advertising Injury - Broad Form | | 3 |
| 8. Product Recall Expense | $25,000 Occurrence<br>$50,000 Aggregate | 3 |
| 9. Unintentional Failure to Disclose Hazards | | 5 |
| 10. Unintentional Failure to Notify | | 5 |


This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

**1. Additional Insured by Contract, Agreement or Permit**

Under **SECTION II - LIABILITY, C. Who Is An Insured,** Paragraph **4.** is added as follows:

**a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

but only with respect to:

**(3)** "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

**(4)** Premises you own, rent, lease, control or occupy.

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

**b.** This provision does not apply:

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

**(2)** To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;

**(3)** To any person or organization included as an insured under Item **1.a.2.** of this endorsement;

**(4)** To any lessor of equipment:

**(a)** After the equipment lease expires; or

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


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(5) To any:

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

(b) Managers or lessors of premises if:

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

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

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

d. All other insuring agreements, exclusions, and conditions of the policy apply.

2. **Additional Insured - Broad Form Vendors**

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 5. is added as follows:

5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in paragraphs **5.d.** or **5.f.**; or

(2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. **Alienated Premises**

Under **SECTION II - LIABILITY, B. Exclusions,** paragraph **1.k.(2)** is replaced in its entirety with the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. **Bodily Injury Redefined**

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** definition 4. is replaced in its entirety by the following:

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4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**

   a. Under **SECTION II - LIABILITY, B. Exclusions,** paragraph **1.k.**, the following is added:

      Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

      Paragraph **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

   b. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** the following additional definition is added:

      "Customers goods" means property of your customer on your premises for the purpose of being:

      a. Worked on; or

      b. Used in your manufacturing process.

   c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**

   Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. **Personal and Advertising Injury - Broad Form**

   Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** definition **15**, "Personal and Advertising Injury", paragraph **h.** is added as follows:

   h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

      (1) Not done intentionally by or at the direction of:

         (a) The insured; or

         (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

      (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.

8. **Product Recall Expense**

   a. Under **SECTION II - LIABILITY, B. Exclusions,** Paragraph **1. o.** is replaced in its entirety by the following:

      o. **Recall of Products, Work or Impaired Property**

         Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

         (1) "Your product";

         (2) "Your work"; or

         (3) "Impaired property";

         If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:

         (1) Failure of any products to accomplish their intended purpose;

         (2) Breach of warranties of fitness, quality, durability or performance;

         (3) Loss of customer approval, or any cost incurred to regain customer approval;

         (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

         (5) Caprice or whim of the insured;

         (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

         (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or


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(8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. Under **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph 4.c. is added as follows:

c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. Under **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit,** paragraph e. is added as follows:

e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

d. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** the following additional definitions are added:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

e. Under **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance,** the following is added:

5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.

(1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.

(2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.

(a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".


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(b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

(c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of $500 applies per each "Occurrence".

9. **Unintentional Failure to Disclose Hazards**

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions,** paragraph **6.** is added as follows:

6. **Representations**

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

10. **Unintentional Failure to Notify**

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit,** paragraph **f.** is added as follows:

f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.


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POLICY #OH3 A43196302

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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| ANY PERSON OR ORGANIZATION WHEN REQUIR | AS REQUIRED BY CONTRACT |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

The following is added to Paragraph **C. Who Is An Insured** in **Section II - Liability:**

Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".


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POLICY #OH3 A43196302

# OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED) ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **SECTION III - COMMON POLICY CONDITIONS:**

**M. Other Insurance**

**1. Additional Insureds**

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

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II - LIABILITY, Part A. Coverages**, Paragraph **1., Business Liability** our obligations are limited as follows:

**a. Primary Insurance**

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

**(1)** For the sole negligence of the Additional Insured;

**(2)** When the Additional Insured is an Additional Insured under another primary liability policy; or

**(3)** When **b.(2)** below applies.

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

**b. Excess Insurance**

This insurance is excess over:

**(1)** Any of the other insurance, whether primary, excess, contingent or on any other basis:

**(a)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(b)** That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

**(c)** That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

**(d)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability**.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

**(2)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

**(3)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not


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described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.


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

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE***

| |
|---|
| **Name Of Person Or Organization:**<br>ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRITTEN CONTRA<br>CT, WRITTEN AGREEMENT OF PERMIT" |
| * Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations. |

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy** Conditions is amended by the addition of the following:

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



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POLICY #AW3 A42745802

The Hanover Insurance Group.
AW3A427458 1001554

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

**Additional Insured if Required by Contract**

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

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

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

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

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

**Primary and Non-Contributory**

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

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

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

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

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.


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POLICY #AW3A42745802

The Hanover Insurance Group.
AW3A427458 1001554

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

**Named Insured:** NBS GOVERNMENT FINANCE GROUP

**Endorsement Effective Date:** 9/24/2016

**SCHEDULE**

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

**ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRIT**

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

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

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

| Person or Organization | Job Description |
|---|---|
| ONLY WHERE REQUIRED BY | CONTRACT |

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

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 9/24/2016 Policy No. WH3A42745702 Endorsement No.
Premium $

Insured NBS GOVERNMENT FINANCE GROUP

Insurance Company THE HANOVER INSURANCE COMPANY

Countersigned By Janet Darby

**Agreement No. A-7950**

# FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This First Amendment amends the Agreement entered into on February 7, 2017, by City and NBS Government Finance Group.

City and NBS Government Finance Group agree as follows:

1. In Section 1 of the Agreement, the phrase "**Exhibit A** attached hereto and incorporated by this reference in full herein" is replaced with "**Exhibits A-2** and **C-2**."

2. In Section 8 of the Agreement, the phrase "[pursuant to the schedule provided in **Exhibit A** attached hereto and incorporated by this reference in full herein]" is removed in its entirety.

3. In Section 12 of the Agreement, the phrase "expire on June 30, 2018," is replaced with "terminate on May 31, 2021."

4. In Section 14 of the Agreement, Subsection (a) is replaced with

"City shall pay Consultant in an amount not to exceed $346,415.42 for the Services in **Exhibit A-2** at the rates provided in **Exhibit B-2**; and $154,700 for the Services in **Exhibit C-2** at the rates provided in **Exhibit D-2**. Invoices for Services provided shall reference **Exhibit A-2** or **C-2**. There shall be no comingling of funds."

5. In Section 22(a) of the Agreement, the phrase "attached hereto and incorporated herein by this reference" is removed in its entirety.

6. Section 43 is hereby added to state:

"Exhibits

Exhibits A-2, B-2, C-2, D-2, and INS-A are attached hereto and incorporated herein by this reference."

7. Exhibit A of the Agreement is replaced with Exhibit A-2, which shall read as follows:

COUNCIL APPROVED
5/22/2018 K3
DATE

"**EXHIBIT A-2**
SCOPE OF SERVICES

**A. 1972 Act** (LMD/MAD) **Administration Services of the** City's **Maintenance Assessment Districts (From January 1st through August 31st of each Fiscal Year)**

1. **Database Development.** Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.

2. **Budget Preparation.** Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.

3. **Assessment Computation and Rate Analysis.** Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.

4. **Engineer's Report Preparation.** Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:

    a. Background of the district.
    b. A detailed and technically supported Method of Assessment.
    c. A description of the improvements and services funded by the district.
    d. A cost estimate for the improvements and services being funded.
    e. Copy or reference to the original district diagram.
    f. A table showing assessed rates by zone and land use.
    g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.

5. **Meet with City Staff.** Consultant will meet with City staff to review each Engineer's Report for modifications and approval.

6. **Noticing and Resolution Coordination.** Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame.

Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:

a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.
b. Resolution preliminarily approving the Engineer's Report
c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
d. Resolution authorizing the placement of assessments on the secured propel ty tax bills.

7. **Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(3) of this Exhibit A-2), as requested by the City.

8. **Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor- Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.

9. **Final Engineer's Report.** Consultant will update and deliver to City staff each annual Engineer's Report.

10. **Toll-Free Phone Number.** Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

**B. Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts (On-Call Services)**

1. **Removal of Exterior Improvements.** Consultant will review each district, work with the City as it removes the exterior improvements (along major streets), recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

2. **Addition of Interior Improvements.** Consultant will review each district, work

with the City as it adds interior improvements, if applicable, recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

3. **Community Outreach.** Consultant will participate and provide support for community outreach efforts related to the review and adjustment of historical City administrative fees, removal of exterior improvements, addition of interior improvements, if applicable, and use of surplus funds, if applicable. Consultant will participate and provide support, including mailing support (with materials and postage paid by City) for town hall meetings related to the bidding and awarding of maintenance contracts, setting of maintenance levels of service, changes to the maps of improvements, and setting of corresponding assessment levies. Consultant will attend two (2) town hall meetings scheduled annually (in addition lo and not including the two (2) public meetings in A(7) of this Exhibit A-2).

**C. Assistance to City Staff with the Administration of the Maintenance Assessment Districts (Starting September 1st of Each Fiscal Year, Upon City's Request)**

1. **On Call Assistance.** Consultant will be available to answer questions and assist City staff during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. on particular issues involving the administration of the assessment districts, as requested. On call assistance may include, but not be limited to:
    a. Assistance with the preparation of annual Resolutions, engineer's reports and assessment levies.
    b. Assistance with direct staff allocations.
    c. Assistance with indirect cost allocations.
    d. Assistance with Proposition 218 compliance on an ongoing basis.
    e. Assistance with maintenance contract specifications and bidding.
    f. Assistance with the resolution of inquiries by property owners and the public.
    g. Assistance with the separation of Zone 1 and Zone 2 within the Waterways Assessment District."
    h. Assistance with public relations and outreach to the community

8. Exhibit B of the Agreement is replaced with Exhibit B-2, which shall read as follows:

## "EXHIBIT B-2:
## RATES AND COSTS RELATED TO SERVICES LISTED IN EXHIBIT A-2

**1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 1st through August 31st of each Fiscal Year)**

Range of fees below allows the City to select some or all of the tasks from the scope of work. Consultant will rely upon the City for selection of desired tasks each Fiscal Year. Consultant will use its hourly rate schedule to calculate fees within the range set forth below.

Districts or Zones with Less than 300 Parcels.....$250-774.29 Each*

Districts or Zones with 300 Parcels or More.....$250-1,106.14 Each*

**Total Annually .....$10,250-33,405.14**

* Per District Fee reflects a total of $2,000 in expenses and includes engineer's signature and stamp of 2018/19 consolidated engineer's report.

**Breakdown of Administration Fees**

| District Name | Parcel Count | District Fee |
|---|---|---|
| LMD No. 03 (River Ridge) | 515 | $250-1,106.14 |
| LMD No. 09 (Strawberry Fields) | 226 | 250-774.29 |
| LMD No. 10 (Country Club Estates) | 153 | 250-774.29 |
| LMD No. 11 (St. Tropez) | 83 | 250-774.29 |
| LMD No. 12 (Standard Pacific) | 255 | 250-774.29 |
| LMD No. 13 (Le Village) | 160 | 250-774.29 |
| LMD No. 14 (California Cove) | 212 | 250-774.29 |
| LMD No. 15 (Pelican Pointe) | 73 | 250-774.29 |
| LMD No. 16 (California Lighthouse) | 265 | 250-774.29 |
| LMD No. 23 (Greystone) | 61 | 250-774.29 |
| LMD No. 24 (Vineyards) | 100 | 250-774.29 |
| LMD No. 25 (The Pointe) | 216 | 250-774.29 |
| LMD No. 26 (Albertson's) | 1 | 250-774.29 |
| LMD No. 27 (Rose Island) | 50 | 250-774.29 |
| LMD No. 28 (Harborside) | 355 | 250-1,106.14 |
| LMD No. 30 (Haas Automation) | 13 | 250-774.29 |
| LMD No. 31 (Rancho De La Rosa) | 233 | 250-774.29 |
| LMD No. 32 (Oak Park) | 27 | 250-774.29 |
| LMD No. 33 (El Paseo) | 190 | 250-774.29 |
| LMD No. 34 (Sunrise/Sunset) | 273 | 250-774.29 |
| LMD No. 36 (Carmel/Santa Cruz) | 330 | 250-1,106.14 |
| LMD No. 37 (Pacific Breeze) | 119 | 250-774.29 |
| LMD No. 38 (Aldea Del Mar) | 294 | 250-774.29 |
| LMD No. 39 (Promesa & Sueno) | 244 | 250-774.29 |

| | | |
|---|---|---|
| LMD No. 40 (Cantada) | 113 | 250-774.29 |
| LMD No. 41 (Pacific Cove) | 120 | 250-774.29 |
| LMD No. 42 (Cantabria & Coronado) | 197 | 250-774.29 |
| LMD No. 43 (Greenbelt) | 164 | 250-774.29 |
| LMD No. 46 (Daily Ranch) | 262 | 250-774.29 |
| LMD No. 47 (Sycamore Place) | 111 | 250-774.29 |
| LMD No. 49 (Cameron Ranch) | 36 | 250-774.29 |
| LMD No. 50 (Pleasant Valley) | 60 | 250-774.29 |
| LMD No. 51 (Pfeiler) | 219 | 250-774.29 |
| LMD No. 52 (Wingfield) | 199 | 250-774.29 |
| LMD No. 53 (Huff Court) | 8 | 250-774.29 |
| LMD No. 54 (Meadow Crest) | 50 | 250-774.29 |
| LMD No. 55 (Wingfield West) | 41 | 250-774.29 |
| LMD No. 58 (Westwind) | 156 | 250-774.29 |
| LMD No. 60 (Artisan) | 3 | 250-774.29 |
| MAD No. 04 (Mandalay Beach/Colony/Hotel) | 441 | 250-1,106.14 |
| Waterways | 877 | 250-1,106.14 |
| **Total Annually:** | | **$10,250-33,405.14** |

**Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts and Assistance to City Staff with the Administration of the Maintenance Assessment Districts**
**(Starting September 1st of each Fiscal Year Upon Request or On-Call Services)**

Hourly per Schedule Below (Initial Authorization) .....$25,000 *
Estimated Expenses .....$1,500
**Total Fees.....$26,500**
* City may authorize additional hours as needed.

**Expenses**

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include, but not be limited to assessment engineer's signature and stamp, travel, mailing fulfillment, postage, supplies, telephone, reproduction, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over $100 requires pre-approval by the City; please send all such requests to Sandra Burkhart, Special Districts Manager at Sandra.Burkhart@oxnard.org or her designee.

**Additional Services**

The following table shows our current hourly rates. Additional services authorized by the City, but not included in the scopes of work above will be billed at this rate or the then-applicable hourly rate.

| Title | Maximum Hourly Rate* |
|---|---|
| Director | $205 |
| Associate Director | $190 |
| Senior Consultant/Engineer | $160 |
| Consultant | $140 |
| Analyst | $120 |
| Resource Analyst | $95 |

*The Manager and Principal-In-Charge may negotiate lower rates per project."

9. Exhibit C-2 is added to the Agreement as follows:

**"EXHIBIT C-2**
**SCOPE OF SERVICES**

**1915 Act Assessment District Administration Services**

**Kick-Off Meeting, Project Schedule.** Consultant to meet with City staff, legal counsel and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances that may be involved in the administration of the districts
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

**Data Collection.** Consultant will gather and review data relevant to the administration of the district. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information and establish a database for the assessment district.

**Policy Review.** Consultant will review policies and procedures that have been established by the City for compliance with the governing documents and law. These policies will be incorporated into our service to the City.

**Cost Recovery.** Consultant will identify all costs associated with the administration of the Assessment District and recover those costs through the levy process as outlined in §8682 and §8682.1 of the California Streets and Highways Code. These costs may include, but not be limited to Registrar/Transfer/Paying Agent fees, Arbitrage Rebate calculation fees, bank fees, and expenses of the City and its consultants related to the administration of the district.

**Fund Analysis.** Consultant will determine the balance requirements and acquire the current cash balances for the district. We will make recommendations to ensure that the flow of funds and fund balances are in compliance with bond documents. Cash flow analysis will also be performed to determine any levy shortfall or surplus.

**Annual Assessment Levy.** Consultant will calculate the annual assessment levy for each parcel in the district and submit the amount for each parcel to the County in the format and medium (i.e. tape, diskette) required by the County Auditor-Controller.

**Resubmission of Rejects.** Consultant will research the status of any parcels rejected by the County Auditor-Controller, and resubmit corrected data for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced directly, with payment directed to the City.

**Maintain Assessment District Data.** Consultant will annually track all parcel changes to ensure that all changes are documented. Historical parcel change and assessment apportionment data will be maintained by NBS.

**Annual Report.** Consultant will provide a comprehensive Annual Report that will show a detailed listing of the amounts submitted to the County or directly billed for collection, details of delinquent assessments, fund analysis, paid off parcels and release of liens, all bond call activity, and assessed valuation information.

**Delinquency Monitoring.** Consultant will provide the City with a comprehensive list of delinquencies after each installment becomes due. This report will show delinquency percentage as well as a detailed list of each delinquent parcel.

**Prepayment Calculation/Amortization Schedule.** Consultant will provide assessment prepayment calculations and amortization schedules to interested parties. The requester will pay the cost of this service; however, there will be no charge to the City or property owners.

**Bond Calls.** Consultant will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

**Release of Liens.** Consultant will prepare all documents required to release the liens of parcels that have prepaid the assessment.

**Notice of Special Assessment.** Consultant will provide a "Notice of Special Assessment" disclosure notice to requesting parties as required by §53754 of the Government Code of the State of California. The fee of any Notice of Special Assessment shall be paid by the party requesting the disclosure notice.

**Toll-Free Phone Number.** Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of assessments for the district. Bilingual staff is available for Spanish-speaking property owners.

**County Assessor Reporting.** Consultant will work with the County Assessor to aid in complying with the requirements of Revenue & Taxation Code 163. This includes providing data such as parcel number, original assessment and current principal balance to the County Assessor.

## Community Facilities District Administration

**Data Collection.** Consultant will gather and review data pertinent to the administration of the Community Facilities District. Data will be obtained from various sources such as assessor's

parcel maps, building permits and county assessor information as determined to be necessary based on the requirements of the Rate and Method of Apportionment. Consultant will maintain and periodically update a database of all parcels within the districts and relevant parcel information.

**Administrative Cost Recovery**. Consultant will identify all costs associated with the administration of the Community Facilities District and recover those costs through the levy process as outlined in §53317(e) and §53340 of the Government Code of the State of California. Such costs may include, but are not to be limited to: bank fees, legal fees, county tax collection fees, and all costs and expenses of the public agency and its consultants related to district administration.

**Cash Flow Analysis**. Consultant will determine the cash flow requirement, acquire current fund balances and make recommendations to keep the flow of funds and fund balances in compliance with the bond documents. Fund transfers might include the transfer of available surplus funds to be used as levy credits or the transfer of reserve funds to the redemption fund upon the prepayment of special taxes. Cash flow analysis will also be performed to determine any levy shortfall or surplus collections.

**Special Tax Requirement**. Consultant will calculate the annual Special Tax Requirement that will include all necessary components as outlined in the Rate and Method of Apportionment, such as principal and interest due, administrative expenses, collection for direct financing of services or facilities, and a fund credit or replenishment as determined from analysis of the district funds.

**Levy Calculation**. Consultant will calculate the annual special tax levy for each parcel within the Community Facilities District following the guidelines established in the Rate and Method of Apportionment.

**Meeting Attendance**. Consultant will attend district related Council/Board meetings related to district administration, as requested by the City.

**Parcel Tax Reporting**

Consultant will prepare a report with information relating to the imposition of each locally assessed parcel tax required by the addition of Government Code (GC) section 12463.2 (chapter 781, statutes of 2014.)

**Levy Submittal**. Consultant will submit the levy to the County Auditor Controller in the required format and medium (i.e. e-mail, diskette). Special Taxes rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not submitted to the County for collection will be invoiced directly to the parcel owner, with payment submitted to the public agency.

**Special Tax Levy Report**. Consultant will provide an annual Special Tax Levy Report. This report will include a parcel listing with levy amounts and other parcel information, the details of the annual Special Tax Requirement, current delinquency information, fund analysis, administrative expenses to be recovered, and status of the project and current issues affecting the districts.

**Delinquency Monitoring**. Consultant will provide a comprehensive list of delinquencies after each special tax installment becomes due. The delinquency report will provide the district's overall delinquency percentage as well as a detailed list of each delinquent parcel, with the name and address of the delinquent parcel owner, the delinquent amount and penalties.

**Prepayment Calculations**. Consultant will provide special tax prepayment calculations to interested parties. The party requesting the calculation shall pay the fee of any prepayment calculation.

**Bond Calls**. Consultant will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

**Release of Liens**. Consultant will prepare all documents required to release the liens of parcels that have prepaid the special tax.

**CDIAC Reporting**. Consultant will perform all necessary reporting to the California Debt and Investment Advisory Commission as required by §53359.5(b) and §53359.5(c) of the Government Code of the State of California.

**Notice of Special Tax Disclosure**. Consultant will provide Notice of Special Tax Disclosure notices to requesting parties as required by §53340.2 and §53341.5 of the Government Code of the State of California. The fee of any Notice of Special Tax shall be billed to the party requesting the disclosure form.

**Toll-Free Phone Number**. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the districts and ongoing collection of the special tax. Bilingual staff is available for Spanish-speaking property owners.

## Continuing Disclosure

In accordance with the Continuing Disclosure Certificate of the Bonds, Consultant will support with the annual disclosure filing requirements of the SEC Continuing Disclosure Rule 15c2-12. Specifically, Consultant will perform the following:

**Document Review**. Consultant will review pertinent documents of the Bonds, including the Official Statement and Continuing Disclosure Certificate. We will identify material such as the Comprehensive Annual Financial Report and/or other operating data that the City has agreed to provide in the Continuing Disclosure Certificate.

**Data Collection**. Consultant will collect the annual financial information and operating data that the City has agreed to provide to the Electronic Municipal Market Access system, or EMMA.

**Report Preparation**. Consultant will prepare the Annual Disclosure Report as required in the Disclosure Certificate.

**Annual Dissemination**. Consultant will disseminate the Annual Disclosure Report including City Financials to EMMA and any SID, and post to our website to allow public access free of charge.

**Significant Events**. Consultant will prepare and disseminate a "Notice of Significant Events", as listed on the Continuing Disclosure Certificate, to EMMA, as required in the certificate. Action will commence upon notification by the City of the occurrence of any of the events.

**City's Responsibilities.** The City shall furnish Consultant with any pertinent information that is available to the City and applicable to the services. The City shall designate a person to act with authority on its behalf in respect to the services. The City shall notify Consultant of the occurrence of any events listed in the Continuing Disclosure Certificate. The City shall promptly respond to Consultant's requests for reviews and approvals of its work, and to its requests for decisions related to the services. City understands and agrees that Consultant is entitled to rely on

all information, data and documents (collectively, "Information") supplied to Consultant by City or any of its agents, Agreements or proxies or obtained by Consultant from other usual and customary sources including other government sources or proxies as being accurate and correct and Consultant will have no obligation to confirm that such Information is correct and that Consultant will have no liability to City or any third party if such Information is not correct.

## Delinquency Management

Consultant will develop a comprehensive delinquency management program which includes a discussion and interpretation of the issuer's foreclosure covenant together with a review of the existing policies and procedures of the City. This service can be provided as part of overall annual administration or as a stand-alone service. When deemed as the appropriate course of action, NBS will perform the following.

**Delinquency Reports**. Consultant will provide the City with an updated list of delinquencies prior to sending any of the below letters. This report will also detail each district's percentage of delinquencies, as well as a detailed list of each delinquent parcel.

**Reminder Letter**. At the City's direction, Consultant will send a reminder letter to the property owner of each delinquent parcel for the December 10th installment. The purpose of the letter is to inform and educate the property owner of their obligation to pay assessments.

**Demand Letter**. At the City's direction, Consultant will send a demand letter to the property owner of each delinquent parcel for the April 10th installment. This letter will be mailed to any property owner who remains delinquent for both installments or who is delinquent for April 10th only. The purpose of this letter is to further educate the property owner and advise them of a potential foreclosure.

**Lienholder Letter**. At the City's direction, Consultant will send a demand letter to the lienholders of loan-defaulted parcels where a Notice of Default has been filed, notifying them of the special tax / assessment delinquency and the loss of their lien position when judicial foreclosure occurs. The purpose of this letter is to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

**Lienholder Research**. At the City's direction, Consultant will perform detailed search of public records to identify lienholders on non-loan-defaulted parcels. The purpose of this is to allow further communication from the City to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

**Foreclosure Letter**. This type of letter is typically sent after the installments for a parcel have been removed from the tax roll. The letter delineates what amount must be paid directly to the City to forestall the turnover of documents to the foreclosure attorney.

**Tax Roll Removal and Notice**. Consultant will provide the information required to remove parcels from the tax roll and coordinate with the County Auditor Controller to verify the removal. This step is in preparation of turning the parcels over for foreclosure. Once removed from the tax roll, each property owner will receive one final foreclosure letter indicating the amount due and payment instructions. NBS will file the Notice of Intent to Remove Delinquent Installments and remove such Notice upon payment of the delinquency.

**Payment Plans**. At the City's discretion, Consultant will offer payment plans to property owners in lieu of turning parcels over to the City's foreclosure counsel.

**Subsequent Foreclosure Services**. Consultant will prepare and deliver all information to the City's foreclosure counsel. Consultant will also continue to supply the City's counsel with additional information throughout the foreclosure process. Consultant will continue to respond to property owner and City staff phone calls regarding the status of all cases, and will coordinate and audit status reports on a bi-monthly basis from the City's foreclosure counsel.

**Toll-Free Phone Number**. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Consultant's staff will be available to answer questions regarding the formation and ongoing collection of assessments/special taxes for the districts. Bilingual staff is available for Spanish-speaking property owners.

## Apportionments

Parts 10 and 10.5 of the *Streets and Highways Code* detail the methodology and procedure that the City must follow in apportioning the assessment lien on parcels that are reconfigured and/or subdivided. With our experience in district formation and the development of methods of assessment, we are able to ensure that apportionments are properly performed.

Assuming proceeding under the preferred procedure of Part 10.5, Consultant will perform the following:

**Application Forms**. Consultant will provide apportionment application forms and instructions to the City's Engineering representative for inclusion as a condition of approval for subdivision within an assessment district.

**Segregation**. Consultant will apportion the special assessment according to the method of spread as described in the engineer's report.

**Notice of Apportionment**. Consultant will prepare a notice of apportionment and send it via certified mail to the issuing underwriter, as required.

**Assessment Diagram**. Consultant will prepare an amended assessment diagram and notice. The diagram and notice will be filed and recorded with the County Recorder.

**Amortization Schedule.** Consultant will prepare an amortization schedule for each newly created assessment type.

**Apportionment Report**. Consultant will prepare and submit to the City an Apportionment Report showing the finalized apportionment and the amended assessment diagram.

In the event proceedings are undertaken under Part 10, the following ***additional*** items are required:

**Resolutions**. Consultant will prepare the required resolutions to order the amended assessment, the amended assessment diagram, notices to the property owner, and fix the amount of costs to perform the apportionment.

**Public Meetings**. Consultant will be available to attend any public meetings required to complete the apportionment."

10. Exhibit D-2 is added to the Agreement as follows:

**"EXHIBIT D-2:**
**RATES AND COSTS RELATED TO SERVICES LISTED IN EXHIBIT C-2**

**1915 Act administration**

| District Name | Annual Fee |
|---|---|
| Assessment District 2000-1 | $3,000 |
| Assessment District 2001-1 | $3,000 |

**CFD administration**

| District Name | Annual Fee |
|---|---|
| CFD No. 2000-3 | $3,750 |
| CFD No. 1 | $3,750 |
| CFD No. 2 | $3,750 |
| CFD No. 3 | $3,750 |
| CFD No. 4 | $3,750 |
| CFD No. 5 | $3,750 |

**Continuing Disclosure**

AD 2000-1 Report Fee.....$1,500
AD 2001-1 Report Fee (1).....$1,500
CFD No. 2000-3 Report Fee (1).....$1,500
CFD No. 1 Report Fee (1).....$1,500
(1) Reports are combined under the 2012 Revenue Bonds (Series A & B)

**Developer's Continuing Disclosure**

AD 2000-1 Report Fee.....$400

Significant Event Fee.....hourly or $250 per event

Dissemination Services:
Report Dissemination (per recipient).....$25
Significant Event Dissemination (per recipient).....$25

**Delinquency Management**

Reminder Letters (1).....$15
Demand Letters (1) 30
Lienholder Letters (1, 2).....40
Lienholder Research (Notice of Default Not Filed).....Hourly
Foreclosure Letters 50
Payment Plan Administration.....300
Tax Roll Removal (3, 4).....75

Removal of the Notice of Intent to Remove Delinquent Installments (4) ..... 25
Subsequent Foreclosure Fees (4) ..... 100

*All fees are based on a per parcel/per district basis, except as noted below.*

1. This fee will be recovered as part of the next levy.
2. Letter is sent to lienholders where public Notice of Default has been filed. Fee reduced to $20 when sent jointly with Demand or Foreclosure Letter to same parcel.
3. This fee includes filing of the "Notice of Intent to Remove Delinquent Installments" but does not include County fees for removal from the tax roll.

## Apportionments

Apportionments will be performed upon request and paid for by the requesting party at consultant's then current fee structure, as shown below. Consultant will apportion the assessment according to the original method of spread, prepare the amended assessment diagram, and record the notice of apportionment and amended diagram per Parts 10 and 10.5 of the Streets and Highways Code.

Apportionment Fee (Four parcels or less): ..... $950
Apportionment Fee (Five or more parcels): ..... $1,800
(plus $35 per parcel)

Recording Fee (each): ..... $40

**PART 10 (IN ADDITION TO FEES SHOWN AS PART 10.5 ABOVE)**

Resolutions: $300
Meeting Attendance: ..... hourly, plus travel costs*

## ANNUAL FEE INCREASES

Cost of living increases may be applied to the Administration and Disclosure services listed above on October 1 each year, beginning with October 1, 2019. The COLA would be the actual cost of living increase based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the Southern California counties.

### Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over $100 requires pre-approval by the City; please send all such requests to Sandra Burkhart, Special Districts Manager at Sandra.Burkhart@oxnard.org or her designee.

### Additional Services

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

**CITY OF OXNARD**

Tim Flynn — 5/22/18

Tim Flynn, Mayor — Date

ATTEST:

5/23/18

Michelle Ascencion, City Clerk — Date

APPROVED AS TO FORM:

3/26/18

Stephen M. Fischer, City Attorney — Date

APPROVED AS TO CONTENT:

3-28-18

Sandra Burkhart, Project Manager — Date

4/12/18

Jim Throop, Department Head — Date

APPROVED AS TO AMOUNT:

5/22/18

Scott Whitney, Interim City Manager — Date

APPROVED AS TO INSURANCE:

3/29/18

Mike More, Risk Manager — Date

**NBS GOVERNMENT FINANCE GROUP**

Michael Retner, President/CEO/CFO — Date
Board Secretary

Dave Ketcham, Vice President — Date

The City requires the following for any Agreement:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

| Title | Hourly Rate |
|---|---|
| Director | $ 205 |
| Senior Consultant/Engineer | 160 |
| Consultant | 140 |
| Analyst | 120 |
| Clerical/Support | 95" |

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

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

**CITY OF OXNARD**

Tim Flynn, Mayor — Date

ATTEST:

Michelle Ascencion, City Clerk — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date 3/26/18

APPROVED AS TO CONTENT:

Sandra Burkhart, Project Manager — Date

Jim Throop, Department Head — Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager — Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager — Date

**NBS GOVERNMENT FINANCE GROUP**

Michael Rentner, President/CEO — Date 3/27/18

Board Secretary

Dave Ketcham, Vice President — Date 3/27/18

The City requires the following for any Agreement:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

# SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of January, 2019 by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This Second Amendment amends the Agreement entered into on February 7, 2017 by City and Consultant. The Agreement previously has been amended on June 1, 2018, by a First Amendment.

City and Consultant agree as follows:

1. Section 43 is hereby added to the Agreement.

"Prevailing Wages. This Project is a "public work," as defined in Labor Code Sections 1720 through 1861, to which Section 1771 applies. In providing services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations, including but not limited to those in the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference."

2. The attached Prevailing Wage Exhibit is hereby incorporated into this Agreement.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

2-5-19

☐ Tim Flynn, Mayor[1] Date

☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

1/15/19

Stephen M. Fischer, City Attorney (always required) Date

**NBS Government Finance Group**

Michael Rentner, President CEO/CFO/Board Secretary[2] Date

Dave Ketcham, Vice President Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

☐ Tim Flynn, Mayor[1] Date

☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 1/15/19 Date

**NBS Government Finance Group**

Michael Rentner, President CEO/CFO/Board Secretary[2] 2/4/19 Date

Dave Ketcham, Vice President 2/4/19 Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**PREVAILING WAGE EXHIBIT**

1. The Project defined in the Agreement between City and Consultant is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any Subconsultant. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each Subconsultant to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Consultant and each of its Subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Consultant shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Consultant becomes debarred or suspended throughout the duration of the Agreement, Consultant shall immediately notify City.
8. Consultant is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement's term. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.
10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any Subconsultant for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its Subconsultants' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each Subconsultant a copy of, and a requirement that each Subconsultant shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure Subconsultants' compliance, including without limitation, conducting a periodic review of the certified payroll records of each Subconsultant, and upon becoming aware of the failure of the Subconsultant to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its Subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

# 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 _____ day of _____, 2020 by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This Third Amendment amends the Agreement entered into on February 7, 2017 , by City and NBS. The Agreement previously has been amended by a First Amendment on June 1, 2018, and by a Second Amendment, on January 3, 2019.

City and NBS Governmental Finance Group agree as follows:

1. In Section 12 of the Agreement, the phrase "terminate on May 31, 2021," is replaced with "terminate on June 30, 2022."

2. Section 44 is added to the Agreement to read as follows:

"44. Additional Services

a. Consultant to provide services as described in Exhibit E – Agreement to Provide Non-Bonded CFD Formation Services for Sakioka Farms, which is attached hereto and incorporated herein by this reference.
b. Consultant to provide services as described in Exhibit F – Agreement to Provide District Formation and Bond Issuance Disclosure for Northshore Community Facilities District, which is attached hereto and incorporated herein by this reference.
c. Consultant to provide services as described in Exhibit G – Agreement to Provide Public Engagement services (Focused Community Efforts) for up to 27 of the City's Landscape Maintenance Districts, which is attached hereto and incorporated herein by this reference
d. Consultant to provide services as described in Exhibit H – Agreement to Provide Document Review Support for Wagon Wheel CFD 7, which is attached hereto and incorporated herein by this reference."

3. Section 45 is added to the Agreement to read as follows:

"45. Additional Compensation:

a. City agrees to pay the Consultant a not to exceed amount of $22,000 for the Services in Exhibit E.
b. City agrees to pay the Consultant a not to exceed amount of $45,500 for the Services in Exhibit F.
c. City agrees to pay the Consultant a not to exceed amount of $403,650 for the Services in Exhibit G.
d. City agrees to pay the Consultant a total not to exceed amount of $8,500 for the Services in Exhibit H.
e. City agrees to pay the Consultant up to a total not to exceed amount of $30,000 for on-call budget support services.

f. City agrees to pay the Consultant a total not to exceed amount of $1,010,765.42 for the services described in the totality of the Agreement."

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Dan Willhite, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 4-28-2020 Date

**NBS GOVERNMENT FINANCE GROUP**

Michael Rentner Date
President/CEO/CFO/Board Secretary

Dave Ketcham, Vice President Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

EXHIBIT E

CFD FORMATION SAKIOKA FARMS

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

January 20, 2020

Ms. Jeri Cooper
Project Manager, Special Assessment Districts
**City of Oxnard**
300 W. Third Street
Oxnard, CA 93030

**Subject: Agreement to Provide Non-Bonded CFD Formation Services for Sakioka Farms**

Dear Ms. Cooper,

NBS would like to thank you for the opportunity to provide Non-Bonded CFD Formation services for the City of Oxnard ("City"). We look forward to continuing our professional relationship.

Please print one (1) copy of our Executed Agreement. Upon signing, please email one copy to contracts@nbsgov.com.

## Scope of Services

### Non-Bonded Community Facilities District (CFD) Formation Services with Landowner Vote

#### KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel, and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the formation of the CFD
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

#### LOCAL GOALS & POLICIES

NBS will review existing local goals and policies or assist the City in developing local goals and policies for the use of CFDs, as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

#### DATA COLLECTION

NBS will gather and review data relevant to the formation of the CFD. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

## DISTRICT BOUNDARIES

NBS will make determinations of the property subject to the Special Tax.

- Establish boundaries for the CFD, giving consideration to both the project area and peripheral lands
- Verify ownership based on last equalized tax roll
- Formulate concepts with viable alternatives for spreading costs reasonably within the CFD boundary

## COST ESTIMATE

NBS will obtain the estimate of project costs and incidental expenses and prepare a total project Cost Estimate.

## RATE MODELING

NBS will analyze the property data and cost estimate to formulate concepts with viable alternatives for spreading costs reasonable within the CFD boundary, taking into account the overall tax burden on the property.

## RATE AND METHOD OF APPORTIONMENT

NBS will formulate and present the Rate and Method of Apportionment to the City, legal counsel, and others, as appropriate.

## MAPPING

NBS will prepare the Boundary Map and related documents and present to the City as required by the Act.

## INTENT MEETING

NBS will present to City Council and the public regarding the CFD formation process, the analysis that led to the setting of CFD special tax rates, and the methodology developed for the special tax, as needed.

## CFD REPORT

Based on the results of the aforementioned reviews, discussions and modifications, NBS will prepare a detailed written report including the Cost Estimate, the Rate and Method of Apportionment and the Boundary Map and present to the City, legal counsel, and the public. NBS will file the Special Tax Report with the City Clerk.

## PUBLIC HEARING

NBS will present all necessary testimony and respond to public comments regarding the district formation proceedings, as needed.

## ELECTION

NBS will assist legal counsel in the preparation of the ballot materials for the landowner election.

## CITY'S RESPONSIBILITIES

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

## Fees

### Non-Bonded Community Facilities District (CFD) Formation Services for Sakioka Farms

Consulting Fee ..... $19,500
Estimated Expenses (1)..... $2,500
**Total Estimated Cost per CFD Formation ..... $22,000**

*(1) See description of expenses below*

## EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, election costs, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

## ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

| Title | Hourly Rate |
|---|---|
| Director | $225 |
| Associate Director | $210 |
| Senior Consultant / Engineer / Manager | $175 |
| Consultant | $155 |
| Analyst | $130 |
| Clerical/Support | $105 |

## TERMS

Consulting services will be invoiced on a monthly basis. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

## INDEMNIFICATION

NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, City shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

| **NBS Government Finance Group, DBA NBS** | **City of Oxnard** |
|---|---|
| Michael Rentner | Name |
| President and CEO | |
| Title Date | Title Date |

NORTON ROSE FULBRIGHT

January 21, 2020

Norton Rose Fulbright US LLP
555 South Flower Street
Forty-First Floor
Los Angeles, California 90071
United States

Direct line +1 213 892 9328
maryann.goodkind@nortonrosefulbright.com

Tel +1 213 892 9200
Fax +1 213 892 9494
nortonrosefulbright.com

Kenneth Rozell
Chief Assistant City Attorney
City of Oxnard
305 W. Third Street, Suite 100E
Oxnard, CA 93030

Dear Mr. Rozell:

We are pleased to provide a proposal to represent the City of Oxnard (the "City") as special counsel in connection with the formation of a services community facilities district (the "Matter"). Our acceptance of the representation of the City (the "Representation") becomes effective upon the execution and return of the enclosed copy of this letter.

Norton Rose Fulbright US LLP, which is one of the largest law firms in the United States, has consistently been among the leading law firms in terms of number of public finance transactions, including for which it has acted as bond, disclosure and special counsel for public agencies relating to community facilities districts.

**Terms of Engagement**

This letter sets out the terms of our engagement in the Representation. It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

**Scope of Services**

Norton Rose Fulbright US LLP (the "Firm") shall perform and render the following services as Special Counsel:

(a) Confer and consult with the City Manager, Project Manager (Special Assessment Districts), Chief Assistant City Attorney, and other members of the City administrative staff (acting in their respective capacities as staff of the City or other entity or district created by the City) and with their municipal advisor, if any, and special tax consultant, as to the Matter.

(b) Attend such meetings of the City and any staff or administrative meetings at which the Matter is to be discussed, as the Firm, in their judgment deem necessary, for the proper implementation of the Matter, or as requested by the City.

(c) Participate in sessions and provide material to educate individual landowners participating in the Matter.

(d) Draft the appropriate resolutions, notices, petitions, consents, election material and other certificates to be used in connection with the Matter.

(e) Provide any other services reasonably requested of special counsel and not set forth above.

The City shall assist the Firm by making readily available all existing data and other records requested by the Firm that are pertinent to the work to be performed by the Firm, including data and records relating to future development and the Matter. The City shall also make its personnel reasonably available to the Firm to provide information pertinent to such work when requested by the Firm. The City shall also provide such staff assistance as it has personnel available to provide, and as such staff assistance is reasonably requested by the Firm, including assistance from the City Attorney.

**Our Personnel Who Will Be Working on the Matter**

Don Hunt and I will be working on the Matter, and you may call, write, or e-mail either of us whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

**Our Legal Fees and Other Charges**

Our fees in the Matter will be flat and fixed at $30,000 and our expenses in the Matter will be capped at $1,800, payable upon the completion and delivery of a transcript relating to the Matter. Any services rendered in any litigation involving the City, the entity or district created by the City or the Matter are excepted from the services to be rendered for the above compensation. For such services which the Firm is directed to render for and an behalf of the City, compensation shall be on the basis of reasonable fees to be agreed upon by the City.

**Conflicts of Interest**

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the City in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in the State of California. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules by the City.

**Professional Errors and Omissions Coverage**

You are advised that the Firm maintains Professional Errors and Omissions insurance coverage applicable to the services which we would be rendering.

**Communications and Confidentiality**

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the City specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the City and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which we appear as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless the City specifically directs otherwise.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc, each of which is a separate legal entity, are members in Norton Rose Fulbright Verein, a Swiss verein that does not itself provide legal services. Although the members in Norton Rose Fulbright remain separate legal entities, we operate as a single legal practice. We share with other members non-privileged information about our practice and clients for research, practice management, training, administrative and other business purposes. Confidentiality agreements are in place among all members. If you have any concerns about this sharing of non-privileged information that relates to you, please promptly notify us so that we can address your concerns.

**Termination**

At any time, the City may, with or without cause, terminate the Representation by notifying us of the City's intention to do so. Further, a failure by the City to meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

In the event of termination of the Representation, the City will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

**Document Retention**

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

**Conclusion**

This letter constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by the City and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the City or Norton Rose Fulbright US LLP.

Please carefully review this letter. If there are any questions about these terms of engagement, please let me know immediately. If acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Very truly yours,

Maryann L. Goodkind, Counsel

City of Oxnard Agrees to and Accepts this Letter:

By: _____ Date: _____, 2020
Name: _____
Title: _____

## CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. _____

## TENTATIVE TIMETABLE
## (January 21, 2020)

| Complete | Responsible Party | Activity | Date |
|---|---|---|---|
| | City/NRF/NBS | Initial Conference Call | |
| | NBS | Distribution of draft Boundary Map, cost estimate and analysis and initial draft of RMA | |
| | NRF | Distribution of drafts of Petition and Waiver, resolution of intention | |
| | City/NRF/NBS | Conference Call | |
| | NRF/NBS | Distribution of revised map/RMA and petition/resolution of intention | |
| | NBS | Distribution of final RMA | |
| | NBS | Distribution of draft CFD Report | |
| | City | Collection of Signed Petition | |
| | City/NRF/NBS | City Attorney deadline for _____ meeting | |
| | City/NRF/NBS | Agenda deadline for ____ meeting | |
| | NRF/City | Distribution of remaining resolutions, ordinance, election material and draft Notice of Lien | |
| | ALL | City Council Meeting adopting Resolution of Intention *(within 90 days after petition submitted)* | |
| | City/NBS | Record Boundary Map with County Recorder *(15 days from ROI and at least 15 days prior to Public Hearing)* | |
| | NRF | Mail Election Material and Consent and Waiver | |
| | City/NRF/NBS | City Attorney deadline for ___ mtg | |
| | City/NRF/NBS | Agenda Deadline for ___ mtg | |
| | City | Receipt of Ballot/Consent and Waivers | |
| | City/NRF | Notice of Public Hearing *(published once at least 7 days prior to Public Hearing)* | |
| | ALL | Public Hearing *(Between 30 & 60 days after adopt. of ROI. Hearing may be continued for up to 30 days)* | |
| | ALL | City Council adoption of Resolution of Formation and Resolution Calling Election | |

| | | | |
|---|---|---|---|
| | ALL | Hold Election (*May be mailed special election held between 90 and 180 days from hearing (or shorter time if unanimous waiver by eligible voters) and must be approved by 2/3 vote)* | |
| | ALL | City Council adoption of Resolution Certifying Election and First reading of Ordinance Levying Special Tax | |
| | ALL | City Council second reading and adoption of Ordinance | |
| | City/NBS | Record Notice of Special Tax Lien with County Recorder - *Within 15 days after hearing* | |
| | City/NRF | Publish Notice of Adoption of Ordinance *(Within 15 days after adoption)* | |

EXHIBIT F
CFD FORMATION FOR NORTHSHORE

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

June 6, 2019

Ms. Rosemarie Gaglione
Public Works Director
**City of Oxnard**
300 West Third Street
Oxnard, CA 93030

**Subject: Project Engagement Letter to Agreement No. A-7950, Dated February 7, 2017 for 2019 Northshore Community Facilities District Formation and Bond Issuance Disclosure**

Dear Ms. Gaglione:

NBS would like to thank you for the opportunity to provide Community Facilities District ("CFD") Formation and Bond Issuance Disclosure for the City of Oxnard ("City"). This letter serves as a confirmation to proceed with services for the 2019 Northshore Community Facilities District. NBS will provide these services under the Agreement No. A-7950, Dated February 7, 2017. The Scope of Services and Fees are shown below. All other provisions of the existing contract between the City of Oxnard and NBS remain in effect. We look forward to continuing our professional relationship.

Please print one (1) copy of our project engagement letter. Upon signing, please return by email to contracts@nbsgov.com.

**Scope of Services**

## Community Facilities District Formation Services

### KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel, financial advisor and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the formation of the CFD
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

### LOCAL GOALS & POLICIES

NBS will review existing local goals and policies or assist the City in developing local goals and policies for the use of CFDs, as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

## DATA COLLECTION

NBS will gather and review data relevant to the formation of the CFD. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

## DISTRICT BOUNDARIES

NBS will make determinations of the property subject to the Special Tax.

- Establish boundaries for the CFD, giving consideration to both the project area and peripheral lands
- Verify ownership based on last equalized tax roll
- Formulate concepts with viable alternatives for spreading costs reasonably within the CFD boundary

## COST ESTIMATE

NBS will obtain the estimate of project costs and incidental expenses and prepare a total project Cost Estimate.

## RATE AND METHOD OF APPORTIONMENT

NBS will formulate and present the Rate and Method of Apportionment to the City, legal counsel, the financial advisor and others, as appropriate.

## MAPPING

NBS will prepare the Boundary Map and related documents and present to the City as required by the Act.

## INTENT MEETING

NBS will present to City Council and the public regarding the CFD formation process, the analysis that led to the setting of CFD special tax rates, and the methodology developed for the special tax.

## CFD REPORT

Based on the results of the aforementioned reviews, discussions and modifications, NBS will prepare a detailed written report including the Cost Estimate, the Rate and Method of Apportionment and the Boundary Map and present to the City, legal counsel, the financial advisor and property owners. NBS will file the Special Tax Report with the City Clerk.

## PUBLIC HEARING

NBS will present all necessary testimony and respond to public comments regarding the district formation proceedings.

## PROPERTY DATA

NBS will provide certain disclosure data for the bond offering documents. Such data shall include parcel data, assessed value data, land use, development status and special tax classification information. NBS will also coordinate with the financing team to order overlapping debt data and sample tax bills, as requested.

## ELECTION

NBS will assist legal counsel in the preparation of the ballot materials for the landowner election.

## Community Facilities District Bond Issuance Disclosure

### KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel, any financial advisor and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the bond issuance
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

### LOCAL GOALS & POLICIES

NBS will review existing local goals and policies as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

### DATA COLLECTION

NBS will gather and review data relevant to the bond issuance. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

### PROPERTY DATA

NBS will provide certain disclosure data for the bond offering documents. Such data shall include parcel data, assessed value data, land use, development status and special tax classification information. NBS will also coordinate with the financing team to order overlapping debt data and sample tax bills, as requested.

### REVIEW BOND DOCUMENTS

NBS will review all bond documents prepared and provided by bond or other legal counsel and the financial advisor including the Official Statement, the Bond Indenture and the Continuing Disclosure Agreement.

### DATA PROCESSING

NBS will process the property data and provide the following as requested:

- Current and prior years' special tax delinquencies.
- Assessed Valuation History
- Top CFD Property Owners
- Value to Lien Calculations

## City's Responsibilities

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents,

contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

## Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NBS and its associated persons.

### CONFLICTS OF INTEREST

Compensation

NBS represents that in connection with the issuance of municipal securities, NBS may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NBS hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NBS' ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair NBS' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e. hourly or fixed fee based) may also present a potential conflict of interest regarding NBS' ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair NBS' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Other Municipal Advisor Relationships

NBS serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another NBS client. For example, NBS serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to City of Oxnard. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NBS could potentially face a conflict of interest arising from these competing client interests. NBS fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with City of Oxnard.

If NBS becomes aware of any additional potential or actual conflict of interest after this disclosure, NBS will disclose the detailed information in writing to the issuer or obligated person in a timely manner.

### LEGAL OR DISCIPLINARY EVENTS

NBS does not have any legal events or disciplinary history on NBS' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access NBS' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against NBS, NBS will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate NBS, its management and personnel.

## Fees

### Community Facilities District Formation Services

Consulting Fee..... $27,500
Expenses ..... NTE $2,500

### Community Facilities District Bond Issuance Disclosure

Consulting Fee..... $12,500
Expenses ..... NTE $3,000

### EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to travel, postage, telephone, reproduction, meals, etc.

### TERMS

Services will be invoiced monthly. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days' simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days' written notice

Please feel free to contact me if you have any questions or need further information.

Best regards,

**NBS Government Finance Group, DBA NBS**

Michael Rentner

President & CEO 6/6/19
Title Date

**City of Oxnard**

Name

Title Date

EXHIBIT G
PUBLIC ENGAGEMENT FOR LANDSCAPE MAINTENANCE DISTRICTS

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

November 20, 2019

Ms. Jeri Cooper, MPA
Project Manager
Special Districts Division
**City of Oxnard**
1060 Pacific Ave. Bldg. 2
Oxnard, CA 93030

**Subject: Agreement to Provide Public Engagement Services (Focused Community Efforts) for the City's Landscape Maintenance Districts**

Dear Ms. Cooper,

NBS would like to thank you for the opportunity to provide continued Public Engagement services for the City of Oxnard (the "City"). We look forward to continuing our professional relationship.

Please print one (1) copy of our Executed Agreement. Upon signing, please email one copy to contracts@nbsgov.com.

## Scope of Services

### PUBLIC ENGAGEMENT – FOCUSED COMMUNITY EFFORTS

NBS will continue to develop and deploy content, including but not limited to:

- Weekly activity informational updates
- Ongoing updates on maintenance
- Calendar of anticipated events (such as timeline for the election, budget considerations, and tax due dates.)
- Legislative updates
- Meeting announcements and minutes
- Signup forms and specific interest group forms
- Specialized mapping and graphics pertaining to each community
- Content development and update for website and social media
- Digital and printed newsletters that highlight the various engagement items listed above.

Develop online/mailed surveys to gather information from individual communities by:

- Providing concise explanations about the survey.
- Developing specific questions that allow for focused results.
- Engaging a larger demographic within the boundaries.

- Measuring the performance of the survey.
- Providing useful and detailed results.

Provide the following meeting services for in-person meetings:

- Hosting at least 3 in-person meetings per community to give the community the opportunity to discuss items of importance as well as build a sense of community.
- Creation and posting of community meeting notices that will be posted on various outlets such as social media, public locations and in the newspaper and or newsletter.
- Lead meetings with particular objectives created with the City prior to the meeting.
  - Current objectives include finding and implementing solutions for the revitalization and long-term viability of public improvements in and around various communities in the City to protect real estate values and enhance the quality of life for its residents.
    - Public improvements include, but are not limited to, improvements on the perimeter and medians around various communities throughout the City currently maintained with general funds and improvements inside the communities currently maintained by special districts (Landscape Maintenance Districts or Community Facilities Districts).
    - Primary objectives include identifying solutions and new funding for the maintenance of perimeter and median improvements and increasing the overall maintenance level of service for each community.
- Development of action items based on feedback received at Community Meetings or from newsletters, surveys and other ongoing communication efforts.

Updates to the collaborative governance process which include:

- Updates to the collaborative governance report on progress for specific Landscape Maintenance Districts in creating solutions for the community.
- Creation of detailed plans for next steps within each community.
- Creation of Advisory Committees.
- Discussion and documentation of recommendations for new funding solutions.

### COMMUNITIES AND SUMMARY OF INTERESTS – UP TO 27 MEETINGS ANTICIPATED*

- California Cove LMD 14 – watering, weeds, dead trees and trash.
- Harbour Island (Zone 2 of Waterways) – park, tree trimming and sidewalks.
- Pacific Cove LMD 41 – general landscaping.
- Pleasant Valley Senior Housing (Pacific Pointe) LMD 50 – trash, landscaping and noise.
- Pointe LMD 25 – general landscaping and tree trimming.
- River Ridge LMD 3 – tree trimming, weeds, greenbelts and watering.
- Standard Pacific LMD 12 – use of funds and general landscaping.
- Vineyards LMD 24 – general landscaping.
- Wingfield LMD 52 – general landscaping.

* Communities and interests identified from CivicMic online survey (August - November 2019). City may choose to engage for some, all, or communities other than those listed above.

### CITY'S RESPONSIBILITIES

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents,

contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

## Fees

### PUBLIC ENGAGEMENT (FOCUSED COMMUNITY EFFORTS) PER COMMUNITY

Focused Community Efforts..... $13,500 per community
Estimated Expenses (1)..... $1,450 per community
**Total Not to Exceed per Community (2).....$14,950 per community**

*(1) See description of expenses below*

*(2) Covers up to 3 in-person meetings. Additional meetings subject to additional fees per hourly rate schedule below.*

### EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

### ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

| Title | Hourly Rate |
|---|---|
| Director | $225 |
| Associate Director | $210 |
| Senior Consultant / Engineer / Manager | $175 |
| Consultant | $155 |
| Analyst | $130 |
| Clerical/Support | $105 |

### TERMS

Fees for focused community efforts will be invoiced monthly upon completion of tasks. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

## INDEMNIFICATION

NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, City shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

| **NBS Government Finance Group, DBA NBS** | **City of Oxnard** |
|---|---|
| Michael Rentner | Name |
| President and CEO 11/20/19 | |
| Title Date | Title Date |

EXHIBIT H
WAGON WHEEL CFD 7 DOCUMENT REVIEW SUPPORT

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

March 27, 2020

Ms. Julie Phillips
Special Districts Manager
**City of Oxnard**
1060 Pacific Ave, Bldg. 1
Oxnard, CA 93030

**Subject: Agreement to Provide Construction Costs Reimbursement Services for Community Facilities District No. 2018-01 (Wagon Wheel)**

Dear Ms. Phillips,

NBS would like to thank you for the opportunity to provide Construction Costs Reimbursement services for the City of Oxnard ("City"). We look forward to continuing our professional relationship.

Please print one (1) copy of our Executed Agreement. Upon signing, please email one copy to contracts@nbsgov.com.

**Scope of Services**

## Construction Costs Reimbursement

The following Project Approach and Scope of Services are offered to clarify our understanding of the responsibilities related to Construction Costs Reimbursement Services. However, it is understood that the Scope of Services may be subject to modification as the project continues.

### PROJECT APPROACH

NBS will meet with the City in order to define the services required. Our expectation is to act as an extension of the City to process Construction Costs Reimbursements. We offer a full spectrum of services as outlined in the scope below. We are able to provide a full reimbursement program or adapt to function within an existing system. Our familiarity with the facilities proposed and these types of projects enable us to offer services with maximum efficiency.

### REIMBURSEMENT PROCESSING

NBS will develop standards and procedures to verify and assign bond proceeds to reimburse the appropriate parties for completed and accepted improvements. The will include verification of criteria to define a discreet improvement subject to reimbursement.

- NBS will utilize appropriate forms and certificates to enable the efficient processing of reimbursements and assure completion of work.
- NBS will obtain verification of all Lien Releases, Contractor, Subcontractor and Supplier payments.
- NBS will provide authorization to the Fiscal Agent to release bond proceeds for reimbursement.
- NBS will give notice of denied reimbursement requests and the reason for denial.
- NBS will maintain files on all reimbursements and provide a complete reporting with each reimbursement request.
- NBS will perform all work in a timely manner.

## City's Responsibilities

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

### Fees

## Construction Costs Reimbursement

Per Reimbursement Request ..... $8,500 plus 0.5% of the approved Reimbursement Amount

### EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

### ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

| Title | Hourly Rate |
|---|---|
| Director | $225 |
| Associate Director | $210 |
| Senior Consultant / Engineer / Manager | $175 |
| Consultant | $155 |
| Analyst | $130 |
| Clerical/Support | $105 |

### TERMS

Consulting services will be invoiced on a monthly basis. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

## INDEMNIFICATION

NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, City shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

| **NBS Government Finance Group, DBA NBS** | **City of Oxnard** |
|---|---|
| Michael Rentner | Name |
| President and CEO 3/27/20 | |
| Title Date | Title Date |

**Agreement No. 8907-20-PW**

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

# ACQUISITION AGREEMENT

BY AND BETWEEN

City of Oxnard

and

Oxnard CRFL Partners. LLC

Dated as of February 12, 2020

# ACQUISITION AGREEMENT

## Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the City of Oxnard (the "Local Agency"), and Oxnard CRFL Partners, LLC a Delaware limited liability company (the "Developer").

B. The effective date of this Agreement is February 14, 2020.

C. The Developer has applied for the financing of certain public capital improvements and certain governmentally-imposed development fees (collectively the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority") and its Statewide Community Infrastructure Program ("SCIP"). The fees will themselves finance public capital improvements. The public capital improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a Community Facilities District which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the "Act"). On December 6, 2016 the Local Agency adopted Resolution No. 14980 authorizing the Authority to form a community facilities district (the "Community Facilities District") within the territorial limits of the Local Agency to finance the Acquisition Improvements. On September 6, 2018 the Authority formed the Community Facilities District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the Community Facilities District authority on the Authority Commission.

D. Under SCIP, the Authority intends to levy special taxes and issue bonds in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the special taxes (including prepayments) and bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the "Available Amount".

E. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvement, which includes authorized discrete and usable portions, if any, of the public capital improvements, pursuant to Section 53313.51 of the Act, to be acquired from the Developer, and the specified development fees.

F. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire the completed Acquisition Improvements. An itemized development fee shall be considered complete when it is paid by the Developer, or when it is payable directly from bond or special tax proceeds.

G. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount and no other funds whatsoever of the Local Agency shall be obligated therefor any under circumstances.

H. Attached to this Agreement are Exhibit A (the Acquisition Improvements and the Eligible Portions thereof), Exhibit B (form of Requisition), and Exhibit C (Bidding. Contracting and Construction Requirements for Acquisition Improvements), all of which are incorporated into this Agreement for all purposes.

I. The Parties acknowledge that many Acquisition Improvements are already complete or substantially complete ("Substantially Complete Improvements"). It is the intent of the Parties to provide funding for such Substantially Complete Improvements as soon as possible.

## Agreement

ARTICLE I

DEFINITIONS: COMMUNITY FACILITIES DISTRICT FORMATION AND FINANCING PLAN

Section 1.0 I. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

"Acceptable Title" means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes except (i) those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title and (ii) the lien of the Community Facilities District or any other community facilities district or assessment district provided that the property owned by the Local Agency is exempt from such taxation or assessment.

"Acquisition and Construction Fund" means the "City of Oxnard Wagon Wheel Project Community Facilities District Acquisition and Construction Fund" established by the Authority pursuant to the Resolution and Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements.

"Acquisition Improvement" means a public capital improvement or a development fee described in Exhibit A hereto.

"Acquisition Price" means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03, or in the case of a development fee, the actual amount paid by the Developer, or the amount of a development fee to be paid on behalf of the Developer from bond or special tax proceeds, in every case not to exceed the Actual Cost of the Acquisition Improvement.

"Act" shall have the meaning given such term in Recital C.

"Actual Cost" means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer's cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer's cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer's cost of any performance, payment and maintenance bonds and insurance, including title insurance required hereby for such Acquisition Improvement, (d) the Developer's cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer's cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or

other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer's cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer's cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

"Actual Cost Certificate" means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement or an Eligible Portion thereof to be acquired hereunder as may be revised by the Local Agency Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement dated as of January 1, 2020.

"Authority" means the California Statewide Communities Development Authority.

"Authority Trust Agreement'" means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

"Authority Trustee" means the financial institution identified as trustee in an Authority Trust Agreement.

"Available Amount" shall have the meaning assigned to the term in Recital D.

"Bonds" means bonds or other indebtedness issued by the Authority that is to be repaid with Special Taxes.

"Code" means the Government Code of the State of California.

"Community Facilities District" shall have the meaning assigned to the term in Recital C.

"Developer" means Oxnard CRFL Partners, LLC, a Delaware limited liability company, its successors and assigns.

"Disbursement Request Form" means a request for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof in substantially the form contained in Exhibit B hereto.

"District Engineer" means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Eligible Portion" shall have the meaning ascribed to it in Section 2.03 below.

"Installment Payment" means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

"Local Agency" means City of Oxnard.

"Project" means the Developer's development of the property in the Community Facilities District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the Community Facilities District or to be owned by the Local Agency.

"Resolution" means City of Oxnard Resolution No. 14980 (adopted December 6, 2016), authorizing the execution and delivery of this Agreement.

"Substantially Complete Improvements" shall have the meaning ascribed to it in Recital I, above.

"Special Taxes" means annual special taxes, and prepayments thereof, authorized by the Community Facilities District to be levied by the Commission of the Authority.

"Title Documents" means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Establishment of Community Facilities District. Developer has requested the Local Agency to permit the Authority to provide for financing of the Acquisition Improvements and collection of Maintenance Charges through the establishment and authorization of the Community Facilities District and the Local Agency agreed by its adoption of the Resolution. The Community Facilities District was established by the Authority on September 6, 2016 and through the successful landowner election held that same day, the Commission of the Authority is authorized to levy the Special Taxes and to issue the Bonds to finance the Acquisition Improvements. Developer and the Local Agency agree to reasonably cooperate with one another and with the Authority in the completion of the financing through the issuance of the Bonds in one or more series.

Section 1.03. Deposit and Use of Available Amount.

(a) Prior to the issuance of Bonds, Special Taxes collected by the Authority (including from prepayments of Special Taxes) shall be deposited in the Acquisition and Construction Fund established by the Resolution, and may be disbursed to pay the Acquisition Price of Acquisition Improvements in accordance with Article II of this Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available Amount, and upon the issuance of the Bonds the Acquisition and Construction Fund shall be transferred to the Authority Trustee to be held in accordance with the Authority Trust Agreement.

Upon the issuance of the Bonds, the Authority will cause the Authority Trustee to establish and maintain the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof: any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority to call Bonds or to reduce Special Taxes as the Authority shall determine.

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

## ARTICLE II

## DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The Developer has awarded and administered, or will award and administer, engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of the Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of the acquisition of Acquisition Improvements. Developer will be entitled to reimbursements or advances, as applicable, for Substantially Complete Improvements forthwith subject to availability of funds and documentation of expenses.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the Community Facilities District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, such as without limitation, the Substantially Complete Improvements, Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as

required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition improvements, to the extent not already publicly owned), when the Acquisition Improvement is completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount available from time to time or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition improvement as approved by the Local Agency Engineer.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the Special Taxes of the Community Facilities District, is not subject to any prospective mechanics lien claim respecting the Acquisition improvements.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all Special Taxes of the Community Facilities District. on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvement is situated. All such Title Documents shall be in a form acceptable to the Local Agency and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer and the Local Agency Attorney insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price less all Installment Payments paid previously with respect to the Acquisition Improvement.

Section 2.05. Payment for Eligible Portions. The Developer may submit an Actual Cost Certificate to the Local Agency Engineer with respect to any Eligible Portion. Payment to the Developer or its designee from the Acquisition and Construction Fund of an Installment Payment with respect to such Eligible Portion shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Eligible Portion has been completed in accordance with the applicable plans and specifications and that the Eligible Portion satisfies all Local Agency regulations and ordinances and is otherwise complete and, where appropriate, is ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Eligible Portion to the extent not already owned by the Local Agency) comprising the Eligible Portion is not subject to any prospective mechanics lien claim respecting the Eligible Portion.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all Special Taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Eligible Portion is situated. All such Title Documents shall be in a form acceptable to the Local Agency Engineer and shall be sufficient, upon completion of the Acquisition Improvement of which the Eligible Portion is a part, to convey Acceptable Title.

(d) Payment and performance bonds, from a bonding company with an A.M. Best rating of at least "A-" or its equivalent, applying to plans and specifications for the Acquisition Improvement approved by the Local Agency, shall be in place to secure completion of the Acquisition Improvement of which the Eligible Portion is a part. Bonds will not be required for Substantially Complete Improvements.

(e) Payment shall be made not less than thirty days after satisfaction of all conditions precedent.

Section 2.06. Disbursement Request Form. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 2.04 or to pay an Installment Payment for an Eligible Portion pursuant to Section 2.05, the Local Agency Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to the Developer or its designee of the amount pursuant to the Authority Trust Agreement. The Local Agency and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the Disbursement Request Form and shall not be required to determine whether or not the Acquisition Improvement or Eligible Portion has been completed or what the Actual Costs may be with respect to the Acquisition Improvement or Eligible Portion. The Authority Trustee shall be entitled to rely on the executed Disbursement Request Form on its face without any further duty of investigation.

In the event that the Actual Cost of an Acquisition Improvement or the Installment Payment for an Eligible Portion is in excess of the Available Amount, the Authority Trustee shall withdraw all funds remaining in the Acquisition and Construction Fund and shall transfer those amounts to the Developer or its designee. The unpaid portion of the Actual Cost shall be paid from funds that may subsequently be deposited in the Acquisition and Construction Fund from a subsequent issuance of Bonds from prepayments of Special Taxes to be used for financing Acquisition Improvements or from Special Tax revenues, if any of those occurs.

Section 2.07. Limitation on Obligations. In no event shall the Local Agency be required to pay the Developer or its designee more than the amounts held in the Acquisition and Construction Fund.

## ARTICLE III

## MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of and indemnifies and saves harmless the Local Agency, the Authority and their respective officers, directors, employees and agents, including the Authority Trustee from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees arising out of any contract for the design, engineering and construction of the Acquisition Improvements entered into by the Developer or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the Authority financing (provided that the Developer shall have been furnished a copy of the official statement and shall not have objected thereto): and provided further that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of their respective officers, directors, employees or agents, for any wrongful acts or omissions to act of the Authority or its officers, employees, agents or any consultants or contractors, including the Authority Trustee, and for any wrongful acts, willful misconduct, active negligence or omissions to act of the Local Agency, or its officers, employees, agents or any consultants or contractors, including the Authority Trustee.

Section 3.02. Audit. The Local Agency shall have the right during normal business hours and upon the giving of ten days· written notice to the Developer. to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement pursuant to this Agreement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the Authority through the levy of the Community Facilities District Special Taxes and issuance of Bonds. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that the consent, approval or acceptance not be unreasonably withheld or delayed, unless the provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds. Any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agencies, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, the other agreement shall prevail unless the conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

City of Oxnard
300 W. 3rd Street
Oxnard, CA 93030

If to the Developer:

Oxnard CRFL Partners, LLC
64 Maxwell
Irvine CA 92618

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not Constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the Local Agency, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of or dispute which arises out of this Agreement.

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

CITY OF OXNARD

By_____
Alexander Nguyen, City Manager

OXNARD CRFL PARTNERS. LLC

a Delaware limited liability company

By_____
(Signature)

_____
Carl Renezeder, Manager

**EXHIBIT A**

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

[NOTE: Includes Substantially Complete Improvements - Exhibit A2 outlines areas the Eligible Portions that are Substantially Complete]

| ACQUISITION IMPROVEMENTS[1] | BUDGETED AMOUNTS[2] |
|---|---|
| 1. Phase II and III Spine Road and Landscape | |
| 2. Oxnard Blvd/Wagon Wheel Road Entry & Widening | |
| 3. Flood Walls and Flood Gates | |
| 4. Multi-Use Trail, including concrete paving | |
| 5. Caltrans Off-ramp | |
| 6. Caltrans Slope | |
| 7. Pedestrian Bridge | |
| 8. Ventura Road Improvements and Landscape | |
| 9. Park Lot A | |
| 10. Park Lot B | |
| 11. Park Lot C | |
| 12. Sewer Lift Station | |
| 13. Storm Drainage | |
| 14. Golf Course Fee | |
| 15. Capital Growth Fee | |
| 16. Capital Growth Fee - Fire Station & Ladder Truck Payment | |
| 17. Traffic Impact Fee | |

(1) The improvements include all related clearing and grubbing, grading and appurtenances, and any removal or temporary signage or markings related thereto. All street and bridge improvements include widening, paving and/or re-paving, striping and/or re-striping, pedestrian sidewalks or other related improvements or appurtenances, and utilities located within the public rights of way. All facilities include attributed costs of engineering, design, planning, construction, staking, construction resident engineering, materials testing and coordination.

(2) Budgeted amounts are based on estimates only and include attributed costs of engineering, design, planning, construction, staking, materials testing and coordination of the Facilities, as well as appurtenant work and incidental expenses. A construction contingency has also been included in the budgeted amounts. Budget estimates are listed on Exhibit A2 and broken out by Eligible Portions.

**Exhibit A2**
**Estimated Budgets for Eligible Portions**

| | Substantially Complete - "SC" | Section 1 Total | Section 1 Subtotals | Section 2 Total | Section 2 Subtotals | Total |
|---|---|---|---|---|---|---|
| **Phase II Spine Rd.** | SC | | | | | |
| Sewer | SC | 255,971 | - | - | - | 255,971 |
| Recycle Water | SC | 305,211 | - | - | - | 305,211 |
| Water | SC | 814,810 | - | - | - | 814,810 |
| Storm Drain | SC | 745,841 | - | - | - | 745,841 |
| Street Improvements | SC | 1,235,176 | - | - | - | 1,235,176 |
| Landscape Hard/Soft | SC | 619,905 | - | - | - | 619,905 |
| Landscape Lighting | SC | 182,147 | - | - | - | 182,147 |
| Bus Bay | SC | 63,808 | - | - | - | 63,808 |
| Contingency | SC | - | 4,222,869 | - | - | - |
| Engineering | SC | - | - | - | - | - |
| Eng - Civil (General) | SC | 530,555 | - | - | - | 530,555 |
| Eng - Civil (Field) | SC | 92,361 | - | - | - | 92,361 |
| Eng - Soils | SC | 66,010 | - | - | - | 66,010 |
| Eng - Utility Cons | SC | 9,844 | - | - | - | 9,844 |
| Arch | SC | 38,700 | - | - | - | 38,700 |
| Native American Monitor. | SC | 62,400 | 799,870 | - | - | 62,400 |
| **Oxnard Entry & Widening** | SC | - | - | - | - | - |
| Sewer | SC | - | - | - | - | - |
| Recycle Water | SC | - | - | - | - | - |
| Water | SC | 84,570 | - | - | - | 84,570 |
| Storm Drain | SC | 175,249 | - | - | - | 175,249 |
| Street Improvements | SC | 599,735 | - | - | - | 599,735 |
| Landscape Hard/Soft | SC | 148,039 | - | - | - | 148,039 |
| Landscape Lighting | SC | 6,812 | - | - | - | 6,812 |
| Traffic Signal | SC | 336,129 | - | - | - | 336,129 |
| Contingency | SC | - | 1,350,534 | - | - | - |
| Engineering / Arch | SC | - | - | - | - | - |
| Eng - Civil (General) | SC | 146,820 | - | - | - | 146,820 |
| Eng - Civil (Field) | SC | 12,700 | - | - | - | 12,700 |
| Eng - Soils | SC | 14,120 | - | - | - | 14,120 |
| Eng - Utility Cons | SC | 3,600 | - | - | - | 3,600 |
| Native American Monitor. | SC | 2,640 | 179,880 | - | - | 2,640 |
| **Park - B & C (Split by phases)** | | - | - | - | - | - |
| Storm Drain | Phase 1 = SC | 152,934 | - | - | - | 152,934 |
| Landscape/Irrigation | Phase 1 = SC | 476,224 | - | 222,290 | - | 698,514 |
| Hardscape/Play Equipment | Phase 1 = SC | 871,046 | - | 181,879 | - | 1,052,925 |
| Site Lighting | Phase 1 = SC | 107,960 | - | 60,450 | - | 168,410 |
| Decorative Paving | Phase 1 = SC | 57,191 | - | 19,022 | - | 76,213 |
| Contingency - Park B/C | Phase 1 = SC | 166,535 | 1,831,890 | 46,462 | - | 212,997 |
| Eng/Arch - Park B/C | SC | - | - | - | 530,102 | - |
| Eng - Civil (General) | SC | 71,493 | - | - | - | 71,493 |
| Eng - Civil (Field) | SC | - | - | - | - | - |
| Eng - Soils | SC | 25,099 | - | - | - | 25,099 |
| Eng - Utility Cons | SC | 1,800 | - | - | - | 1,800 |
| Arch - Landsc | SC | 124,200 | - | - | - | 124,200 |
| Eng - Structural | SC | 6,400 | - | - | - | 6,400 |
| Eng - Electrical | SC | 7,850 | - | - | - | 7,850 |
| Native American Monitor. | SC | 4,800 | 241,642 | - | - | 4,800 |
| **Phase III Spine Rd.** | | 1,265,350 | - | - | - | 1,265,350 |
| Sewer | | 213,653 | - | - | - | 213,653 |
| Recycle Water | | 271,013 | - | - | - | 271,013 |
| Water | | 336,348 | - | - | - | 336,348 |
| Storm Drain | | 1,080,461 | - | - | - | 1,080,461 |
| Street Improvements | | - | - | - | - | - |
| Traffic Signal | | - | - | - | - | - |
| Landscape Hard/Soft | | - | - | - | - | - |
| Landscape Lighting | | - | - | - | - | - |
| Contingency | | 316,683 | 3,483,508 | - | - | 316,683 |
| Engineering / Arch | | - | - | - | - | - |
| Eng - Civil (General) | | 568,085 | - | - | - | 568,085 |
| Eng - Civil (Field) | | 30,650 | - | - | - | 30,650 |
| Eng - Soils | | 720 | - | - | - | 720 |
| Eng - Utility Cons | | 21,250 | - | - | - | 21,250 |
| Arch | | 16,550 | - | - | - | 16,550 |
| Native American Monitor | | 28,145 | 665,400 | - | - | 28,145 |
| **Flood Wall** | | - | - | - | - | - |
| Flood Wall Construction | | - | - | 1,800,000 | - | 1,800,000 |
| Flood Gates | | - | - | 1,232,000 | - | 1,232,000 |
| Flood Wall Landscaping | | - | - | - | - | - |
| Contingency - Flood Wall | | - | - | 303,200 | - | 303,200 |
| Eng - Flood Wall | | - | - | - | 3,335,200 | - |
| Eng - Civil (General) | | - | - | 316,145 | - | 316,145 |
| Eng - FEMA/Flood | | - | - | 118,920 | - | 118,920 |
| Eng - Soils | | - | - | 132,223 | 567,288 | 132,223 |
| **Ped Bridge** | | - | - | 450,000 | - | 450,000 |
| Ped Bridge - Contracted | | - | - | 217,812 | - | 217,812 |
| Contingency - Pd Bridge | | - | - | 66,781 | - | 66,781 |
| Eng - Ped Bridge | | - | - | 25,000 | 759,593 | 25,000 |
| **Caltrans offramp** | | - | - | 650,000 | - | 650,000 |
| Contingency - Caltrans offramp | | - | - | 65,000 | 715,000 | 65,000 |
| Eng/Arch - Off Ramp | | - | - | - | - | - |
| Eng - Civil (General) | | - | - | 124,250 | - | 124,250 |
| Eng- Traffic Modeling | | - | - | 46,906 | - | 46,906 |
| Eng - Spec Plan Consist. | | - | - | 61,295 | 232,450 | 61,295 |
| **Caltrans Slope** | | - | - | - | - | - |
| Construction | | - | - | 220,000 | 220,000 | 220,000 |
| Engineering / Landscape Arch | | - | - | 50,000 | 50,000 | 50,000 |
| **Ventura Road Improvements** | | - | - | - | - | - |
| Street Improvements | | - | - | 443,000 | - | 443,000 |
| Storm Drain | | - | - | 17,000 | - | 17,000 |
| Landscape - Hard/Soft | | - | - | 60,000 | 520,000 | 60,000 |
| Engineering / Landscape Arch | | - | - | 164,200 | 164,200 | 164,200 |
| **MUT** | | - | - | 1,700,000 | - | 1,700,000 |
| Contingency - MUT | | - | - | 170,000 | 1,870,000 | 170,000 |
| Eng/Arch - MUT | | - | - | - | - | - |
| Eng - Civil (General) | | - | - | 249,675 | - | 249,675 |
| DDR/DRC Review | | - | - | 16,715 | - | 16,715 |
| Arch - Landscape | | - | - | 57,165 | 323,555 | 57,165 |
| **Park - A** | | - | - | 1,200,000 | - | 1,200,000 |
| Storm Drain | | - | - | - | - | - |
| Landscape/Irrigation | | - | - | - | - | - |
| Hardscape/Play Equipment | | - | - | - | - | - |
| Site Lighting | | - | - | - | - | - |
| Decorative Paving | | - | - | - | - | - |
| Contingency - Park A | | - | - | 120,000 | 1,320,000 | 120,000 |
| Eng/Arch - Park A | | - | - | 95,400 | 95,400 | 95,400 |
| **Fees (Public Improvement)** | | - | - | - | - | - |
| Capital Growth Fee | | 774,896 | 774,896 | 2,075,104 | 2,075,104 | 2,850,000 |
| Cap Growth - Fire St & Ladder Truck | | 300,000 | 300,000 | - | - | 300,000 |
| Golf Course Fee | | 550,000 | 550,000 | 2,450,000 | 2,450,000 | 3,000,000 |
| Traffic Impact Fees | | - | - | 859,000 | 859,000 | 859,000 |
| Offsite Improvement | | - | - | - | - | - |
| **Construction Management** | | 544,440 | 544,440 | 462,245 | 462,245 | 1,006,685 |
| | | | | | | |
| **TOTAL** | | 14,944,928 | 14,944,928 | 16,549,137 | 16,549,137 | 31,494,065 |
| **Cumulative Bond Amount** | | 14,944,928 | | 31,494,065 | | 31,494,065 |

**EXHIBIT B**

DISBURSEMENT REQUEST FORM

(Acquisition Improvement or Eligible Portion)

To: [Authority Trustee]

Attention: _____

Fax: _____ Phone: _____

Re: CSCDA Community Facilities District No.

Undersigned, a duly authorized officer of the City of Oxnard hereby requests a withdrawal from the City of Oxnard Wagon Wheel Project Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Name of Developer: _____

Withdrawal Amount: [Insert Acquisition Price/Installment Payment]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s)/Eligible Portion(s) from Exhibit A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer or Developer' s designee as provided by the Developer]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

CITY OF OXNARD

By: _____ Title: City Manager

## EXHIBIT C

BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS FOR ACQUISITION IMPROVEMENTS

With respect to construction contracts awarded after approval of the Agreement, bids for construction shall be solicited from at least three (3) qualified contractors, provided at least three (3) qualified contractors are reasonably available. The Developer may also directly solicit bids. The bid package may consist of preliminary plans and specifications.

The bidding response time shall be not less than ten (10) working days.

An authorized representative of the Local Agency shall be provided a copy of the tabulation of bid results upon request.

Contract(s) for the construction of the public Acquisition Improvements shall be awarded to the qualified contractor(s) submitting the lowest responsible bid(s), as determined by the Developer.

The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770, 1773 and 1773.1. A current copy of applicable wage rates shall be on file in the Office of the Local Agency Secretary as required by Labor Code Section 1773.2.

The Developer shall provide the Local Agency with certified payrolls.

**$15,725,000**
**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**
**COMMUNITY FACILITIES DISTRICT NO. 2018-01 (WAGON WHEEL)**
**SPECIAL TAX BONDS, SERIES 2020**

Dated: August 25, 2020

## CLOSING CERTIFICATE OF THE CITY OF OXNARD

I serve as the City Manager for the City of Oxnard ("Local Agency"). As the City Manager to the Local Agency and solely within the course and scope of my employment with the Local Agency as the City Manager, I have examined such matters of fact as I have considered appropriate for purposes of this certification, except where a specified fact confirmation procedure is stated to have been performed (in which case I have with your consent performed the stated procedure), and except where a statement is qualified as to knowledge (in which case we have with your consent made no or limited inquiry as specified below). I have examined the certain Acquisition Agreement ("Local Agency Acquisition Agreement"), dated as of February 12, 2020, and Exhibits thereto by and between the Local Agency and Oxnard CRFL Partners, LLC, and the action minutes of the Local Agency's Council approving the transaction contemplated by the Local Agency Acquisition Agreement, and documents related thereto. The Local Agency Acquisition Agreement and all documents related thereto are referred collectively to as the "Transaction Documents." Based on the foregoing and expressly subject to the disclaimers outlined in this letter, the undersigned, an authorized officer of the Local Agency, hereby certifies as follows:

1. To my knowledge and after consultation with the City Attorney for the Local Agency, the meeting of the Local Agency relating to the proceedings taken in connection with the Local Agency's authorization of the California Statewide Communities Development Authority (the "Authority") to form the California Statewide Communities Development Authority Community Facilities District No. 2018-01 (Wagon Wheel) (the "Community Facilities District") and to issue bonds for such Community Facilities District, and the Local Agency's execution and delivery of the Local Agency Acquisition Agreement, were duly called and held and Resolution No. 14,980 of the Oxnard City Council of the Local Agency (the "Local Agency Resolution") was duly adopted or enacted and is in full force and effect and has not been amended, modified or supplemented in any way.

2. To my knowledge and after consultation with the City Attorney for the Local Agency, the Local Agency has full legal right, power and authority to execute, deliver and carry out the transactions contemplated by the Local Agency Acquisition Agreement and the Local Agency Acquisition Agreement has been duly authorized and executed by the Local Agency.

3. To my knowledge and after consultation with the City Attorney for the Local Agency, the adoption of the Local Agency Resolution and the execution and delivery by the Local Agency of the Local Agency Acquisition Agreement and compliance with the provisions thereof by the Local Agency, do not violate any applicable law, regulation or judgment, order or decree of any court or any public or governmental agency or authority of the State of California or the federal government of the United States of America and do not conflict with, or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage,

deed of trust or other agreement or instrument to which the Local Agency is a party or by which it or its properties is or may be bound.

4. To my knowledge and after consultation with the City Attorney for the Local Agency, no order, consent, permission, approval, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Local Agency Acquisition Agreement or the Local Agency Resolution except as have been obtained or made and as are in full force and effect.

5. To my knowledge and after consultation with the City Attorney for the Local Agency, the Local Agency is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument to which the Local Agency is a party or is otherwise subject, which breach or default would materially adversely affect the transactions contemplated by the Local Agency Resolution and the Local Agency Acquisition Agreement, and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the Local Agency is a party or is otherwise subject.

6. To my knowledge and after consultation with the City Attorney for the Local Agency, there are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, governmental agency, public board or body which are pending and have been served against the Local Agency, or against the titles of its officers to their respective offices, or seeking to restrain or to enjoin the application of the proceeds of the Bonds in accordance with the Local Agency Resolution, or in any way contesting or affecting the validity or enforceability of the Local Agency Acquisition Agreement, or the powers of the Local Agency or its authority with respect to the Local Agency Resolution, the Local Agency Acquisition Agreement, or any action on the part of the Local Agency contemplated by any of said documents.

7. The Tax Certifications attached hereto as Exhibit A are true and correct.

All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Bond Purchase Contract, dated August 5, 2020, between the California Statewide Communities Development Authority and RBC Capital Markets, LLC, as underwriter.

IN WITNESS WHEREOF, the undersigned has executed this CLOSING CERTIFICATE OF THE CITY OF OXNARD as of the date first above written.

CITY OF OXNARD

By: _____
Alexander Nguyen
City Manager

## Exhibit A

## Tax Certifications of Local Agency

The Local Agency hereby makes the following representations of facts and expectations and covenants to comply with the requirements of this Tax Certification in connection with its participation in the California Statewide Communities Development Authority Community Facilities District No. 2018-01 (Wagon Wheel) Special Tax Bonds, Series 2020 (the "Bonds"), in an aggregate principal amount of $15,725,000. The representations and covenants contained in this Tax Certification are designed to support the conclusion that the interest paid on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code").

1.1 Use of Improvements. The proceeds of the Bonds (the "Proceeds") will be used by the Local Agency to finance the acquisition and construction of Phase II Spine Road and Landscape, Phase III Spine Road and Landscape, Oxnard Entry and Widening, and Parks B and C, as well as certain public capital improvements eligible for construction from the City's Golf Course Fee and Capital Growth Fee (the "Improvements"). The Local Agency or another local government agency will own, and for the entire useful life of the reasonably expects to own, all of the Improvements. To the extent any of the Improvements are sold to an entity that is not a local government agency, the procedures outlined in the SCIP Manual available from the Authority will be followed. The Local Agency will not allow any of the Proceeds or any of the Improvements to be used (for example, by lease or other contract) in the trade or business of any nongovernmental persons (other than in their roles as members of the general public) and will not loan any of the Proceeds to any person or entity. All of the Improvements will be used in the performance of essential governmental functions of the Local Agency or another state or local government agency.

The average expected useful life of the Improvements is at least 20 years.

1.2 Timing of Expenditures. The Local Agency reasonably expects that all of the Proceeds will be spent for the governmental purpose of the Participation within three years. In addition, the Local Agency reasonably expects that at least 5% of the Proceeds will be spent, or that the Local Agency has or will incur a binding obligation to a third party involving an expenditure of such amount, within six months. The Local Agency reasonably expects that construction or acquisition of the Improvements will proceed with due diligence to completion and that the allocation of proceeds to expenditures for the Improvements will proceed with due diligence. None of the Proceeds will be used to pay principal of or interest on any obligations.

1.3 Expenditure of Proceeds. Proceeds and other deposits relating to the Bonds are not treated as spent on the Improvements until the Local Agency makes a transfer to a person unrelated to the Local Agency and such transfer represents a payment for the Improvements. A payment for the Improvements will occur if Proceeds or other deposits relating to the Bonds are transferred from the construction fund either (a) to the Local Agency and actually used to make a payment to a person unrelated to the Local Agency no later than three days after the transfer or (b) directly to a third party at the direction of the Local Agency to pay the cost of the Improvements, (c) to the Local Agency to reimburse the Local Agency of costs of the Improvements paid before the date of the transfer. To the extent Proceeds or other deposits

relating to the Bonds are transferred to the Local Agency to reimburse the Local Agency for costs of Improvements paid before the date of the transfer, Proceeds will only be treated as spent if the transfer of Proceeds to reimburse the Local Agency for such costs occurs within 18 months of the date the costs were paid or 18 months of the date the respective Improvements was placed in service (whichever is later), but in no case more than 3 years after the date the costs were paid by the Local Agency.

EXHIBIT B

**DISBURSEMENT REQUEST FORM**
**(FOR ACQUISITIONS)**

To: Wilmington Trust, National Association (the "Trustee")
Attention: Jeanie Mar
Fax: 714-384-4153
Phone: 714-384-4151
Email: jmar@wilmingtontrust.com

Re: CSCDA Community Facilities District No. 2018-01 (Wagon Wheel) Special Tax Bonds, Series 2020

The undersigned, a duly authorized officer of the City of Oxnard (the "City") hereby requests a withdrawal from the Park Improvement Subaccount of the Wagon Wheel Community Facilities District Acquisition and Construction Fund held pursuant to the Indenture, dated as of August 1, 2020 (the "Indenture") between the Authority and Wilmington Trust, National Association, as Trustee, as follows:

Request Date: _____

Name of Developer: Oxnard CRFL Partners, LLC

Withdrawal Amount: $1,884,144.52

Acquisition Improvements: See Exhibit A2 attached

Payment Instructions: Western Alliance Bank
1 East Washington Street
Phoeniz, AZ 85004

Oxnard CRFL Partners, LLC
Acct: 8411832300
ABA: 122105980

The undersigned hereby certifies as follows:

The withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement between the City and Oxnard CRFL Partners, LLC and the withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

EXHIBIT B

If the Withdrawal Amount is greater than the funds held in the Park Improvement Subaccount of the Acquisition and Construction Fund, the Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Park Improvement Subaccount of the Acquisition and Construction Fund, should that occur.

The amounts being disbursed pursuant to this request are being used to finance or refinance certain public infrastructure and facilities (the "Improvements"). The City will own, and for the entire useful life of such Improvements reasonably expects to own, all of such Improvements. To the extent any of such Improvements are sold to an entity that is not a state or local government agency, the City will seek the advice and approval of bond counsel to the Authority prior to any such sale. The City will not allow any of such Improvements to be used (for example, by lease or other contract) in the trade or business of any nongovernmental persons (other than in their roles as members of the general public). All of such Improvements will be used in the performance of essential governmental functions of the City or another state or local government agency. The average expected useful life of such Improvements is at least 20 years. The representations and covenants contained in this paragraph are intended to support the conclusion that the interest paid on the bonds issued to finance the Improvements is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code").

CITY OF OXNARD

By: _____
Alexander Nguyen

Title: City Manager

# EXHIBIT A2

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 1 Parks B & C | |
|---|---|---|---|---|---|
| Description | Section 1 Costs | Section 2 Costs | Total Costs | AMOUNT | REMAINING BUDGET |
| **Phase II Spine Rd.** | | | | | |
| Sewer | 255,971.00 | - | 255,971.00 | - | 255,971.00 |
| Recycle Water | 305,211.00 | - | 305,211.00 | - | 305,211.00 |
| Water | 814,810.00 | - | 814,810.00 | - | 814,810.00 |
| Storm Drain | 745,841.00 | - | 745,841.00 | - | 745,841.00 |
| Street Improvements | 1,235,176.00 | - | 1,235,176.00 | - | 1,235,176.00 |
| Landscape Hard/Soft | 619,905.00 | - | 619,905.00 | - | 619,905.00 |
| Landscape Lighting | 182,147.00 | - | 182,147.00 | - | 182,147.00 |
| Bus Bay | 63,808.00 | - | 63,808.00 | - | 63,808.00 |
| Contingency | - | - | - | - | - |
| Engineering | - | - | - | - | - |
| Eng - Civil (General) | 530,555.00 | - | 530,555.00 | - | 530,555.00 |
| Eng - Civil (Field) | 92,361.00 | - | 92,361.00 | - | 92,361.00 |
| Eng - Soils | 66,010.00 | - | 66,010.00 | - | 66,010.00 |
| Eng - Utility Cons | 9,844.00 | - | 9,844.00 | - | 9,844.00 |
| Arch | 38,700.00 | - | 38,700.00 | - | 38,700.00 |
| Native American Monitor. | 62,400.00 | - | 62,400.00 | - | 62,400.00 |
| **Oxnard Entry & Widening** | | | | | |
| Sewer | | | | | |
| Recycle Water | | | | | |
| Water | 84,570.00 | - | 84,570.00 | - | 84,570.00 |
| Storm Drain | 175,249.00 | - | 175,249.00 | - | 175,249.00 |
| Street Improvements | 599,735.00 | - | 599,735.00 | - | 599,735.00 |
| Landscape Hard/Soft | 148,039.00 | - | 148,039.00 | - | 148,039.00 |
| Landscape Lighting | 6,812.00 | - | 6,812.00 | - | 6,812.00 |
| Traffic Signal | 336,129.00 | - | 336,129.00 | - | 336,129.00 |
| Contingency | | | | | |
| Engineering / Arch | | | | | |
| Eng - Civil (General) | 146,820.00 | - | 146,820.00 | - | 146,820.00 |
| Eng - Civil (Field) | 12,700.00 | - | 12,700.00 | - | 12,700.00 |
| Eng - Soils | 14,120.00 | - | 14,120.00 | - | 14,120.00 |
| Eng - Utility Cons | 3,600.00 | - | 3,600.00 | - | 3,600.00 |
| Native American Monitor. | 2,640.00 | - | 2,640.00 | - | 2,640.00 |
| **Park - B & C (Split by phases)** | | | | | |
| Storm Drain | 152,934.00 | - | 152,934.00 | 154,627.16 | (1,693.16) |
| Landscape/Irrigation | 476,224.00 | 222,290.00 | 698,514.00 | 589,535.61 | 108,978.39 |
| Hardscape/Play Equipment | 871,046.00 | 181,879.00 | 1,052,925.00 | 868,379.11 | 184,545.89 |
| Site Lighting | 107,960.00 | 60,450.00 | 168,410.00 | 130,410.00 | 38,000.00 |
| Decorative Paving | 57,191.00 | 19,022.00 | 76,213.00 | 51,471.47 | 24,741.53 |
| Contingency - Park B/C | 166,535.00 | 46,462.00 | 212,997.00 | - | 212,997.00 |
| Eng/Arch - Park B/C | | | | | |
| Eng - Civil (General) | 71,493.00 | - | 71,493.00 | - | 71,493.00 |
| Eng - Civil (Field) | | | | | |
| Eng - Soils | 25,099.00 | - | 25,099.00 | - | 25,099.00 |
| Eng - Utility Cons | 1,800.00 | - | 1,800.00 | - | 1,800.00 |
| Arch - Landsc | 124,200.00 | - | 124,200.00 | - | 124,200.00 |
| Eng - Structural | 6,400.00 | - | 6,400.00 | - | 6,400.00 |
| Eng - Electrical | 7,850.00 | - | 7,850.00 | - | 7,850.00 |
| Native American Monitor. | 4,800.00 | - | 4,800.00 | - | 4,800.00 |
| **Phase III Spine Rd.** | 1,265,350.00 | - | 1,265,350.00 | - | 1,265,350.00 |

# EXHIBIT A2

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 1 Parks B & C | |
|---|---|---|---|---|---|
| Description | Section 1 Costs | Section 2 Costs | Total Costs | AMOUNT | REMAINING BUDGET |
| Sewer | 213,653.00 | - | 213,653.00 | - | 213,653.00 |
| Recycle Water | 271,013.00 | - | 271,013.00 | - | 271,013.00 |
| Water | 336,348.00 | - | 336,348.00 | - | 336,348.00 |
| Storm Drain | 1,080,461.00 | - | 1,080,461.00 | - | 1,080,461.00 |
| Street Improvements | | | | | |
| Traffic Signal | | | | | |
| Landscape Hard/Soft | | | | | |
| Landscape Lighting | | | | | |
| Contingency | 316,683.00 | - | 316,683.00 | - | 316,683.00 |
| Engineering / Arch | | | | | |
| Eng - Civil (General) | 568,085.00 | - | 568,085.00 | - | 568,085.00 |
| Eng - Civil (Field) | 30,650.00 | - | 30,650.00 | - | 30,650.00 |
| Eng - Soils | 720.00 | - | 720.00 | - | 720.00 |
| Eng - Utility Cons | 21,250.00 | - | 21,250.00 | - | 21,250.00 |
| Arch | 16,550.00 | - | 16,550.00 | - | 16,550.00 |
| Native American Monitor | 28,145.00 | - | 28,145.00 | - | 28,145.00 |
| **Flood Wall** | | | | | |
| Flood Wall Construction | - | 1,800,000.00 | 1,800,000.00 | - | 1,800,000.00 |
| Flood Gates | - | 1,232,000.00 | 1,232,000.00 | - | 1,232,000.00 |
| Flood Wall Landscaping | | | | | |
| Contingency - Flood Wall | - | 303,200.00 | 303,200.00 | - | 303,200.00 |
| Eng - Flood Wall | | | | | |
| Eng - Civil (General) | - | 316,145.00 | 316,145.00 | - | 316,145.00 |
| Eng - FEMA/Flood | - | 118,920.00 | 118,920.00 | - | 118,920.00 |
| Eng - Soils | - | 132,223.00 | 132,223.00 | - | 132,223.00 |
| **Ped Bridge** | - | 450,000.00 | 450,000.00 | - | 450,000.00 |
| Ped Bridge - Contracted | - | 217,812.00 | 217,812.00 | - | 217,812.00 |
| Contingency - Pd Bridge | - | 66,781.00 | 66,781.00 | - | 66,781.00 |
| Eng - Ped Bridge | - | 25,000.00 | 25,000.00 | - | 25,000.00 |
| **Caltrans offramp** | - | 650,000.00 | 650,000.00 | - | 650,000.00 |
| Contingency - Caltrans offramp | - | 65,000.00 | 65,000.00 | - | 65,000.00 |
| Eng/Arch - Off Ramp | | | | | |
| Eng - Civil (General) | - | 124,250.00 | 124,250.00 | - | 124,250.00 |
| Eng- Traffic Modeling | - | 46,906.00 | 46,906.00 | - | 46,906.00 |
| Eng - Spec Plan Consist. | - | 61,295.00 | 61,295.00 | - | 61,295.00 |
| **Caltrans Slope** | | | | | |
| Construction | - | 220,000.00 | 220,000.00 | - | 220,000.00 |
| Engineering / Landscape Arch | - | 50,000.00 | 50,000.00 | - | 50,000.00 |
| **Ventura Road Improvements** | | | | | |
| Street Improvements | - | 443,000.00 | 443,000.00 | - | 443,000.00 |
| Storm Drain | - | 17,000.00 | 17,000.00 | - | 17,000.00 |
| Landscape - Hard/Soft | - | 60,000.00 | 60,000.00 | - | 60,000.00 |
| Engineering / Landscape Arch | - | 164,200.00 | 164,200.00 | - | 164,200.00 |
| **MUT** | - | 1,700,000.00 | 1,700,000.00 | - | 1,700,000.00 |
| Contingency - MUT | - | 170,000.00 | 170,000.00 | - | 170,000.00 |
| Eng/Arch - MUT | | | | | |
| Eng - Civil (General) | - | 249,675.00 | 249,675.00 | - | 249,675.00 |
| DDR/DRC Review | - | 16,715.00 | 16,715.00 | - | 16,715.00 |
| Arch - Landscape | - | 57,165.00 | 57,165.00 | - | 57,165.00 |
| **Park - A** | - | 1,200,000.00 | 1,200,000.00 | - | 1,200,000.00 |

# EXHIBIT A2

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 1 Parks B & C | |
|---|---|---|---|---|---|
| **Description** | **Section 1 Costs** | **Section 2 Costs** | **Total Costs** | **AMOUNT** | **REMAINING BUDGET** |
| Storm Drain | | | | | |
| Landscape/Irrigation | | | | | |
| Hardscape/Play Equipment | | | | | |
| Site Lighting | | | | | |
| Decorative Paving | | | | | |
| Contingency - Park A | - | 120,000.00 | 120,000.00 | - | 120,000.00 |
| Eng/Arch - Park A | - | 95,400.00 | 95,400.00 | - | 95,400.00 |
| **Fees (Public Improvement)** | | | | | |
| Capital Growth Fee | 774,896.00 | 2,075,104.00 | 2,850,000.00 | - | 2,850,000.00 |
| Cap Growth - Fire St & Ladder Truck | 300,000.00 | - | 300,000.00 | - | 300,000.00 |
| Golf Course Fee | 550,000.00 | 2,450,000.00 | 3,000,000.00 | - | 3,000,000.00 |
| Traffic Impact Fees | - | 859,000.00 | 859,000.00 | - | 859,000.00 |
| Offsite Improvement | | | | | |
| **Construction Management** | 544,440.00 | 462,245.00 | 1,006,685.00 | 89,721.17 | 916,963.83 |
| | | | | | |
| **TOTALS** | **14,944,928.00** | **16,549,139.00** | **31,494,065.00** | **1,884,144.52** | **29,609,920.48** |

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PROJECT MEMORANDUM

**October 25, 2020**

**CITY OF OXNARD**
**California Statewide Communities Development Authority (CSCDA)**
**Statewide Community Infrastructure Program**
**Community Facilities District 2018-1 (Wagon Wheel)**
**Acquisition Agreement, Reimbursement Request #1 $1,884,144.52**

**To:** **Adam Smith, City Manager's Office**
**300 W. Third Street**
**Fourth Floor**
**Oxnard, CA 93030**

NBS has performed its portion of the required compilation, review and confirmation of data required to authorize release of Special Tax Funds to reimburse Oxnard CRFL Partners, LLC (the Developer) for costs associated with the Acquisition Agreement between the City and the Developer dated February 12, 2020 (the Acquisition Agreement). Please obtain the appropriate Public Works confirmation signature and then forward the included Exhibit B (Disbursement Request Form) together with Exhibit A2 to the City Manager's Office for execution and transmittal to the Trustee. Please return executed copies of both this Memorandum and Exhibit B to NBS.

NBS provides the following documents to support this Reimbursement Request;

1. Developer's Reimbursement Request containing;
    a. Actual Cost Certificates
    b. Contracts & Change Orders
    c. Subcontractor Invoices
    d. Payment Documents
    e. Lien Releases
    f. Wage Certifications
2. Developer's Certificate of Non-Default
3. Developer's Performance Bond Agreements
4. City's Notice of Reduction of Performance Bond
5. NBS's confirmation of paid property taxes


**Sara Mares**
Director
smares@nbsgov.com

**Greg Ghironzi**
Senior Consultant
gghironzi@nbsgov.com

**Zaire Marin**
Financial Analyst
zmarin@nbsgov.com

NBS' responsibility is limited to review of the reimbursement documentation. NBS does not provide any physical inspection or acceptance of any of the improvements. NBS also provides no opinion related to Sections 2.01. and 2.02. of the Acquisition Agreement related to the Letting and Administration of any Design and/or Construction Contracts respectively.

**Special Review Notation:** Sections 2.04.(d) and 2.05.(c) of the Acquisition Agreement require the Developer to provide Title Documents to property which underlies any improvement being reimbursed. These portions of the Acquisition Agreement conflict with standard construction practice of progress payments for discrete improvement or "Eligible Portions" as described in the agreement. These conflicting sections contemplate a "turn-key complete project" reimbursement, which is contrary to the majority of the agreement's language. Under these sections, the Developer would be required to give title to property during ongoing construction to obtain reimbursement of any Eligible Portion which would then open both the City and the Developer to unacceptable liabilities. NBS suggests the City and the Developer confer to reconcile this language conflict and then amend the Acquisition Agreement to clarify the intended requirements.

NBS has reviewed Reimbursement Request # 1 and presents the required documentation (except as noted above) for the City Manager's authorization.

Greg Ghironzi, Senior Consultant

October 25, 2020
Dated

Public Works has inspected the improvements related to this Reimbursement Request # 1 and they comply with all inspection and acceptance requirements of the Acquisition Agreement.

Ambrocio Yoro Jr, Senior Construction Inspector

November 2, 2020
Dated

EXHIBIT B

**DISBURSEMENT REQUEST FORM**
**(FOR ACQUISITIONS)**

To: Wilmington Trust, National Association (the "Trustee")
Attention: Jeanie Mar
Fax: 714-384-4153
Phone: 714-384-4151
Email: jmar@wilmingtontrust.com

Re: CSCDA Community Facilities District No. 2018-01 (Wagon Wheel) Special Tax Bonds, Series 2020

The undersigned, a duly authorized officer of the City of Oxnard (the "City") hereby requests a withdrawal from the Park Improvement Subaccount of the Wagon Wheel Community Facilities District Acquisition and Construction Fund held pursuant to the Indenture, dated as of August 1, 2020 (the "Indenture") between the Authority and Wilmington Trust, National Association, as Trustee, as follows:

Request Date: _____

Name of Developer: Oxnard CRFL Partners, LLC

Withdrawal Amount: $1,538,962.68

Acquisition Improvements: See Exhibit A2 attached

Payment Instructions: Western Alliance Bank
1 East Washington Street
Phoeniz, AZ 85004

Oxnard CRFL Partners, LLC
Acct: 8411832300
ABA: 122105980

The undersigned hereby certifies as follows:

The withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement between the City and Oxnard CRFL Partners, LLC and the withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

EXHIBIT B

If the Withdrawal Amount is greater than the funds held in the Park Improvement Subaccount of the Acquisition and Construction Fund, the Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Park Improvement Subaccount of the Acquisition and Construction Fund, should that occur.

The amounts being disbursed pursuant to this request are being used to finance or refinance certain public infrastructure and facilities (the "Improvements"). The City will own, and for the entire useful life of such Improvements reasonably expects to own, all of such Improvements. To the extent any of such Improvements are sold to an entity that is not a state or local government agency, the City will seek the advice and approval of bond counsel to the Authority prior to any such sale. The City will not allow any of such Improvements to be used (for example, by lease or other contract) in the trade or business of any nongovernmental persons (other than in their roles as members of the general public). All of such Improvements will be used in the performance of essential governmental functions of the City or another state or local government agency. The average expected useful life of such Improvements is at least 20 years. The representations and covenants contained in this paragraph are intended to support the conclusion that the interest paid on the bonds issued to finance the Improvements is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code").

CITY OF OXNARD

By: _____
Alexander Nguyen

Title: City Manager

# EXHIBIT A2

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 2 Fees | |
|---|---|---|---|---|---|
| Description | Section 1 Costs | Section 2 Costs | Total Costs | AMOUNT | REMAINING BUDGET |
| **Phase II Spine Rd.** | | | | | |
| Sewer | 255,971.00 | - | 255,971.00 | | 255,971.00 |
| Recycle Water | 305,211.00 | - | 305,211.00 | | 305,211.00 |
| Water | 814,810.00 | - | 814,810.00 | | 814,810.00 |
| Storm Drain | 745,841.00 | - | 745,841.00 | | 745,841.00 |
| Street Improvements | 1,235,176.00 | - | 1,235,176.00 | | 1,235,176.00 |
| Landscape Hard/Soft | 619,905.00 | - | 619,905.00 | | 619,905.00 |
| Landscape Lighting | 182,147.00 | - | 182,147.00 | | 182,147.00 |
| Bus Bay | 63,808.00 | - | 63,808.00 | | 63,808.00 |
| Contingency | - | - | - | | - |
| Engineering | - | - | - | | - |
| Eng - Civil (General) | 530,555.00 | - | 530,555.00 | | 530,555.00 |
| Eng - Civil (Field) | 92,361.00 | - | 92,361.00 | | 92,361.00 |
| Eng - Soils | 66,010.00 | - | 66,010.00 | | 66,010.00 |
| Eng - Utility Cons | 9,844.00 | - | 9,844.00 | | 9,844.00 |
| Arch | 38,700.00 | - | 38,700.00 | | 38,700.00 |
| Native American Monitor. | 62,400.00 | - | 62,400.00 | | 62,400.00 |
| **Oxnard Entry & Widening** | | | | | |
| Sewer | | | | | |
| Recycle Water | | | | | |
| Water | 84,570.00 | - | 84,570.00 | | 84,570.00 |
| Storm Drain | 175,249.00 | - | 175,249.00 | | 175,249.00 |
| Street Improvements | 599,735.00 | - | 599,735.00 | | 599,735.00 |
| Landscape Hard/Soft | 148,039.00 | - | 148,039.00 | | 148,039.00 |
| Landscape Lighting | 6,812.00 | - | 6,812.00 | | 6,812.00 |
| Traffic Signal | 336,129.00 | - | 336,129.00 | | 336,129.00 |
| Contingency | | | | | |
| Engineering / Arch | | | | | |
| Eng - Civil (General) | 146,820.00 | - | 146,820.00 | | 146,820.00 |
| Eng - Civil (Field) | 12,700.00 | - | 12,700.00 | | 12,700.00 |
| Eng - Soils | 14,120.00 | - | 14,120.00 | | 14,120.00 |
| Eng - Utility Cons | 3,600.00 | - | 3,600.00 | | 3,600.00 |
| Native American Monitor. | 2,640.00 | - | 2,640.00 | | 2,640.00 |
| **Park - B & C (Split by phases)** | | | | | |
| Storm Drain | 152,934.00 | - | 152,934.00 | | (1,693.16) |
| Landscape/Irrigation | 476,224.00 | 222,290.00 | 698,514.00 | | 108,978.39 |
| Hardscape/Play Equipment | 871,046.00 | 181,879.00 | 1,052,925.00 | | 184,545.89 |
| Site Lighting | 107,960.00 | 60,450.00 | 168,410.00 | | 38,000.00 |
| Decorative Paving | 57,191.00 | 19,022.00 | 76,213.00 | | 24,741.53 |
| Contingency - Park B/C | 166,535.00 | 46,462.00 | 212,997.00 | 157,634.27 | 55,362.73 |
| Eng/Arch - Park B/C | | | | | |
| Eng - Civil (General) | 71,493.00 | - | 71,493.00 | | 71,493.00 |
| Eng - Civil (Field) | | | | | |
| Eng - Soils | 25,099.00 | - | 25,099.00 | | 25,099.00 |
| Eng - Utility Cons | 1,800.00 | - | 1,800.00 | | 1,800.00 |
| Arch - Landsc | 124,200.00 | - | 124,200.00 | | 124,200.00 |
| Eng - Structural | 6,400.00 | - | 6,400.00 | | 6,400.00 |
| Eng - Electrical | 7,850.00 | - | 7,850.00 | | 7,850.00 |
| Native American Monitor. | 4,800.00 | - | 4,800.00 | | 4,800.00 |
| **Phase III Spine Rd.** | 1,265,350.00 | - | 1,265,350.00 | | 1,265,350.00 |

# EXHIBIT A2

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 2 Fees | |
|---|---|---|---|---|---|
| Description | Section 1 Costs | Section 2 Costs | Total Costs | AMOUNT | REMAINING BUDGET |
| Sewer | 213,653.00 | - | 213,653.00 | | 213,653.00 |
| Recycle Water | 271,013.00 | - | 271,013.00 | | 271,013.00 |
| Water | 336,348.00 | - | 336,348.00 | | 336,348.00 |
| Storm Drain | 1,080,461.00 | - | 1,080,461.00 | | 1,080,461.00 |
| Street Improvements | | | | | |
| Traffic Signal | | | | | |
| Landscape Hard/Soft | | | | | |
| Landscape Lighting | | | | | |
| Contingency | 316,683.00 | - | 316,683.00 | | 316,683.00 |
| Engineering / Arch | | | | | |
| Eng - Civil (General) | 568,085.00 | - | 568,085.00 | | 568,085.00 |
| Eng - Civil (Field) | 30,650.00 | - | 30,650.00 | | 30,650.00 |
| Eng - Soils | 720.00 | - | 720.00 | | 720.00 |
| Eng - Utility Cons | 21,250.00 | - | 21,250.00 | | 21,250.00 |
| Arch | 16,550.00 | - | 16,550.00 | | 16,550.00 |
| Native American Monitor | 28,145.00 | - | 28,145.00 | | 28,145.00 |
| **Flood Wall** | | | | | |
| Flood Wall Construction | - | 1,800,000.00 | 1,800,000.00 | | 1,800,000.00 |
| Flood Gates | - | 1,232,000.00 | 1,232,000.00 | | 1,232,000.00 |
| Flood Wall Landscaping | | | | | |
| Contingency - Flood Wall | - | 303,200.00 | 303,200.00 | | 303,200.00 |
| Eng - Flood Wall | | | | | |
| Eng - Civil (General) | - | 316,145.00 | 316,145.00 | | 316,145.00 |
| Eng - FEMA/Flood | - | 118,920.00 | 118,920.00 | | 118,920.00 |
| Eng - Soils | - | 132,223.00 | 132,223.00 | | 132,223.00 |
| **Ped Bridge** | - | 450,000.00 | 450,000.00 | | 450,000.00 |
| Ped Bridge - Contracted | - | 217,812.00 | 217,812.00 | | 217,812.00 |
| Contingency - Pd Bridge | - | 66,781.00 | 66,781.00 | | 66,781.00 |
| Eng - Ped Bridge | - | 25,000.00 | 25,000.00 | | 25,000.00 |
| **Caltrans offramp** | - | 650,000.00 | 650,000.00 | | 650,000.00 |
| Contingency - Caltrans offramp | - | 65,000.00 | 65,000.00 | | 65,000.00 |
| Eng/Arch - Off Ramp | | | | | |
| Eng - Civil (General) | - | 124,250.00 | 124,250.00 | | 124,250.00 |
| Eng- Traffic Modeling | - | 46,906.00 | 46,906.00 | | 46,906.00 |
| Eng - Spec Plan Consist. | - | 61,295.00 | 61,295.00 | | 61,295.00 |
| **Caltrans Slope** | | | | | |
| Construction | - | 220,000.00 | 220,000.00 | | 220,000.00 |
| Engineering / Landscape Arch | - | 50,000.00 | 50,000.00 | | 50,000.00 |
| **Ventura Road Improvements** | | | | | |
| Street Improvements | - | 443,000.00 | 443,000.00 | | 443,000.00 |
| Storm Drain | - | 17,000.00 | 17,000.00 | | 17,000.00 |
| Landscape - Hard/Soft | - | 60,000.00 | 60,000.00 | | 60,000.00 |
| Engineering / Landscape Arch | - | 164,200.00 | 164,200.00 | | 164,200.00 |
| **MUT** | - | 1,700,000.00 | 1,700,000.00 | | 1,700,000.00 |
| Contingency - MUT | - | 170,000.00 | 170,000.00 | | 170,000.00 |
| Eng/Arch - MUT | | | | | |
| Eng - Civil (General) | - | 249,675.00 | 249,675.00 | | 249,675.00 |
| DDR/DRC Review | - | 16,715.00 | 16,715.00 | | 16,715.00 |
| Arch - Landscape | - | 57,165.00 | 57,165.00 | | 57,165.00 |
| **Park - A** | - | 1,200,000.00 | 1,200,000.00 | | 1,200,000.00 |

# EXHIBIT A2

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 2 Fees | |
|---|---|---|---|---|---|
| **Description** | **Section 1 Costs** | **Section 2 Costs** | **Total Costs** | **AMOUNT** | **REMAINING BUDGET** |
| Storm Drain | | | | | |
| Landscape/Irrigation | | | | | |
| Hardscape/Play Equipment | | | | | |
| Site Lighting | | | | | |
| Decorative Paving | | | | | |
| Contingency - Park A | - | 120,000.00 | 120,000.00 | | 120,000.00 |
| Eng/Arch - Park A | - | 95,400.00 | 95,400.00 | | 95,400.00 |
| **Fees (Public Improvement)** | | | | | |
| Capital Growth Fee | 774,896.00 | 2,075,104.00 | 2,850,000.00 | 228,913.24 | 2,621,086.76 |
| Cap Growth - Fire St & Ladder Truck | 300,000.00 | - | 300,000.00 | 300,000.00 | - |
| Golf Course Fee | 550,000.00 | 2,450,000.00 | 3,000,000.00 | 852,415.17 | 2,147,584.83 |
| Traffic Impact Fees | - | 859,000.00 | 859,000.00 | | 859,000.00 |
| Offsite Improvement | | | | | |
| **Construction Management** | 544,440.00 | 462,245.00 | 1,006,685.00 | | 916,963.83 |
| | | | | | |
| **TOTALS** | **14,944,928.00** | **16,549,139.00** | **31,494,065.00** | **1,538,962.68** | **28,070,957.80** |

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PROJECT MEMORANDUM

**October 25, 2020**

**CITY OF OXNARD**
**California Statewide Communities Development Authority (CSCDA)**
**Statewide Community Infrastructure Program**
**Community Facilities District 2018-1 (Wagon Wheel)**
**Acquisition Agreement, Reimbursement Request # 2 $1,538,962.68**

**To:** **Adam Smith, City Manager's Office**
**300 W. Third Street**
**Fourth Floor**
**Oxnard, CA 93030**

NBS has performed its portion of the required compilation, review and confirmation of data required to authorize release of Special Tax Funds to reimburse Oxnard CRFL Partners, LLC (the Developer) for costs associated with the Acquisition Agreement between the City and the Developer dated February 12, 2020 (the Acquisition Agreement). Please obtain the appropriate Public Works confirmation signature and then forward the included Exhibit B (Disbursement Request Form) together with Exhibit A2 to the City Manager's Office for execution and transmittal to the Trustee. Please return executed copies of both this Memorandum and Exhibit B to NBS.

NBS provides the following documents to support this Reimbursement Request;

1. Developer's Reimbursement Request containing;
    a. Actual Cost Certificates
2. Developer's Certificate of Non-Default
3. NBS's confirmation of paid property taxes


**Sara Mares**
Director
smares@nbsgov.com

**Greg Ghironzi**
Senior Consultant
gghironzi@nbsgov.com

**Zaire Marin**
Financial Analyst
zmarin@nbsgov.com

NBS' responsibility is limited to review of the reimbursement documentation. NBS does not provide any physical inspection or acceptance of any of the improvements. NBS also provides no opinion related to Sections 2.01. and 2.02. of the Acquisition Agreement related to the Letting and Administration of any Design and/or Construction Contracts respectively.

NBS has reviewed Reimbursement Request # 2 and presents the required documentation (except as noted above) for the City Manager's authorization.

Greg Ghironzi, Senior Consultant

October 25, 2020
Dated

Public Works has inspected the improvements related to this Reimbursement Request # 2 and they comply with all inspection and acceptance requirements of the Acquisition Agreement.

Ambrocio Yoro Jr, Senior Construction Inspector

November 2, 2020
Dated

EXHIBIT B

**DISBURSEMENT REQUEST FORM**
**(FOR ACQUISITIONS)**

To: Wilmington Trust, National Association (the "Trustee")
Attention: Jeanie Mar
Fax: 714-384-4153
Phone: 714-384-4151
Email: jmar@wilmingtontrust.com

Re: CSCDA Community Facilities District No. 2018-01 (Wagon Wheel) Special Tax Bonds, Series 2020

The undersigned, a duly authorized officer of the City of Oxnard (the "City") hereby requests a withdrawal from the Park Improvement Subaccount of the Wagon Wheel Community Facilities District Acquisition and Construction Fund held pursuant to the Indenture, dated as of August 1, 2020 (the "Indenture") between the Authority and Wilmington Trust, National Association, as Trustee, as follows:

Request Date: _____

Name of Developer: Oxnard CRFL Partners, LLC

Withdrawal Amount: $4,543,619.48

Acquisition Improvements: See Exhibit A2 attached

Payment Instructions: Western Alliance Bank
1 East Washington Street
Phoeniz, AZ 85004

Oxnard CRFL Partners, LLC
Acct: 8411832300
ABA: 122105980

The undersigned hereby certifies as follows:

The withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement between the City and Oxnard CRFL Partners, LLC and the withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

EXHIBIT B

If the Withdrawal Amount is greater than the funds held in the Park Improvement Subaccount of the Acquisition and Construction Fund, the Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Park Improvement Subaccount of the Acquisition and Construction Fund, should that occur.

The amounts being disbursed pursuant to this request are being used to finance or refinance certain public infrastructure and facilities (the "Improvements"). The City will own, and for the entire useful life of such Improvements reasonably expects to own, all of such Improvements. To the extent any of such Improvements are sold to an entity that is not a state or local government agency, the City will seek the advice and approval of bond counsel to the Authority prior to any such sale. The City will not allow any of such Improvements to be used (for example, by lease or other contract) in the trade or business of any nongovernmental persons (other than in their roles as members of the general public). All of such Improvements will be used in the performance of essential governmental functions of the City or another state or local government agency. The average expected useful life of such Improvements is at least 20 years. The representations and covenants contained in this paragraph are intended to support the conclusion that the interest paid on the bonds issued to finance the Improvements is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code").

CITY OF OXNARD

By: _____
Alexander Nguyen

Title: City Manager

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 3 Phase 2 Spine Road | |
|---|---|---|---|---|---|
| Description | Section 1 Costs | Section 2 Costs | Total Costs | AMOUNT | REMAINING BUDGET |
| **Phase II Spine Rd.** | | | | | |
| Sewer | 255,971.00 | - | 255,971.00 | 314,933.00 | (58,962.00) |
| Recycle Water | 305,211.00 | - | 305,211.00 | 305,211.00 | - |
| Water | 814,810.00 | - | 814,810.00 | 814,809.61 | 0.39 |
| Storm Drain | 745,841.00 | - | 745,841.00 | 753,251.00 | (7,410.00) |
| Street Improvements | 1,235,176.00 | - | 1,235,176.00 | 1,305,252.58 | (70,076.58) |
| Landscape Hard/Soft | 619,905.00 | - | 619,905.00 | 483,766.19 | 136,138.81 |
| Landscape Lighting | 182,147.00 | - | 182,147.00 | 154,987.60 | 27,159.40 |
| Bus Bay | 63,808.00 | - | 63,808.00 | | 63,808.00 |
| Contingency | - | - | - | $195,045.67 | (195,045.67) |
| Engineering | - | - | - | | - |
| Eng - Civil (General) | 530,555.00 | - | 530,555.00 | | 530,555.00 |
| Eng - Civil (Field) | 92,361.00 | - | 92,361.00 | | 92,361.00 |
| Eng - Soils | 66,010.00 | - | 66,010.00 | | 66,010.00 |
| Eng - Utility Cons | 9,844.00 | - | 9,844.00 | | 9,844.00 |
| Arch | 38,700.00 | - | 38,700.00 | | 38,700.00 |
| Native American Monitor. | 62,400.00 | - | 62,400.00 | | 62,400.00 |
| **Oxnard Entry & Widening** | | | | | |
| Sewer | | | | | |
| Recycle Water | | | | | |
| Water | 84,570.00 | - | 84,570.00 | | 84,570.00 |
| Storm Drain | 175,249.00 | - | 175,249.00 | | 175,249.00 |
| Street Improvements | 599,735.00 | - | 599,735.00 | | 599,735.00 |
| Landscape Hard/Soft | 148,039.00 | - | 148,039.00 | | 148,039.00 |
| Landscape Lighting | 6,812.00 | - | 6,812.00 | | 6,812.00 |
| Traffic Signal | 336,129.00 | - | 336,129.00 | | 336,129.00 |
| Contingency | | | | | |
| Engineering / Arch | | | | | |
| Eng - Civil (General) | 146,820.00 | - | 146,820.00 | | 146,820.00 |
| Eng - Civil (Field) | 12,700.00 | - | 12,700.00 | | 12,700.00 |
| Eng - Soils | 14,120.00 | - | 14,120.00 | | 14,120.00 |
| Eng - Utility Cons | 3,600.00 | - | 3,600.00 | | 3,600.00 |
| Native American Monitor. | 2,640.00 | - | 2,640.00 | | 2,640.00 |
| **Park - B & C (Split by phases)** | | | | | |
| Storm Drain | 152,934.00 | - | 152,934.00 | | (1,693.16) |
| Landscape/Irrigation | 476,224.00 | 222,290.00 | 698,514.00 | | 108,978.39 |
| Hardscape/Play Equipment | 871,046.00 | 181,879.00 | 1,052,925.00 | | 184,545.89 |
| Site Lighting | 107,960.00 | 60,450.00 | 168,410.00 | | 38,000.00 |
| Decorative Paving | 57,191.00 | 19,022.00 | 76,213.00 | | 24,741.53 |
| Contingency - Park B/C | 166,535.00 | 46,462.00 | 212,997.00 | | 55,362.73 |
| Eng/Arch - Park B/C | | | | | |
| Eng - Civil (General) | 71,493.00 | - | 71,493.00 | | 71,493.00 |
| Eng - Civil (Field) | | | | | |
| Eng - Soils | 25,099.00 | - | 25,099.00 | | 25,099.00 |
| Eng - Utility Cons | 1,800.00 | - | 1,800.00 | | 1,800.00 |
| Arch - Landsc | 124,200.00 | - | 124,200.00 | | 124,200.00 |
| Eng - Structural | 6,400.00 | - | 6,400.00 | | 6,400.00 |
| Eng - Electrical | 7,850.00 | - | 7,850.00 | | 7,850.00 |
| Native American Monitor. | 4,800.00 | - | 4,800.00 | | 4,800.00 |
| **Phase III Spine Rd.** | 1,265,350.00 | - | 1,265,350.00 | | 1,265,350.00 |
| Sewer | 213,653.00 | - | 213,653.00 | | 213,653.00 |

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 3 Phase 2 Spine Road | |
|---|---|---|---|---|---|
| Description | Section 1 Costs | Section 2 Costs | Total Costs | AMOUNT | REMAINING BUDGET |
| Recycle Water | 271,013.00 | - | 271,013.00 | | 271,013.00 |
| Water | 336,348.00 | - | 336,348.00 | | 336,348.00 |
| Storm Drain | 1,080,461.00 | - | 1,080,461.00 | | 1,080,461.00 |
| Street Improvements | | | | | |
| Traffic Signal | | | | | |
| Landscape Hard/Soft | | | | | |
| Landscape Lighting | | | | | |
| Contingency | 316,683.00 | - | 316,683.00 | | 316,683.00 |
| Engineering / Arch | | | | | |
| Eng - Civil (General) | 568,085.00 | - | 568,085.00 | | 568,085.00 |
| Eng - Civil (Field) | 30,650.00 | - | 30,650.00 | | 30,650.00 |
| Eng - Soils | 720.00 | - | 720.00 | | 720.00 |
| Eng - Utility Cons | 21,250.00 | - | 21,250.00 | | 21,250.00 |
| Arch | 16,550.00 | - | 16,550.00 | | 16,550.00 |
| Native American Monitor | 28,145.00 | - | 28,145.00 | | 28,145.00 |
| **Flood Wall** | | | | | |
| Flood Wall Construction | - | 1,800,000.00 | 1,800,000.00 | | 1,800,000.00 |
| Flood Gates | - | 1,232,000.00 | 1,232,000.00 | | 1,232,000.00 |
| Flood Wall Landscaping | | | | | |
| Contingency - Flood Wall | - | 303,200.00 | 303,200.00 | | 303,200.00 |
| Eng - Flood Wall | | | | | |
| Eng - Civil (General) | - | 316,145.00 | 316,145.00 | | 316,145.00 |
| Eng - FEMA/Flood | - | 118,920.00 | 118,920.00 | | 118,920.00 |
| Eng - Soils | - | 132,223.00 | 132,223.00 | | 132,223.00 |
| **Ped Bridge** | - | 450,000.00 | 450,000.00 | | 450,000.00 |
| Ped Bridge - Contracted | - | 217,812.00 | 217,812.00 | | 217,812.00 |
| Contingency - Pd Bridge | - | 66,781.00 | 66,781.00 | | 66,781.00 |
| Eng - Ped Bridge | - | 25,000.00 | 25,000.00 | | 25,000.00 |
| **Caltrans offramp** | - | 650,000.00 | 650,000.00 | | 650,000.00 |
| Contingency - Caltrans offramp | - | 65,000.00 | 65,000.00 | | 65,000.00 |
| Eng/Arch - Off Ramp | | | | | |
| Eng - Civil (General) | - | 124,250.00 | 124,250.00 | | 124,250.00 |
| Eng- Traffic Modeling | - | 46,906.00 | 46,906.00 | | 46,906.00 |
| Eng - Spec Plan Consist. | - | 61,295.00 | 61,295.00 | | 61,295.00 |
| **Caltrans Slope** | | | | | |
| Construction | - | 220,000.00 | 220,000.00 | | 220,000.00 |
| Engineering / Landscape Arch | - | 50,000.00 | 50,000.00 | | 50,000.00 |
| **Ventura Road Improvements** | | | | | |
| Street Improvements | - | 443,000.00 | 443,000.00 | | 443,000.00 |
| Storm Drain | - | 17,000.00 | 17,000.00 | | 17,000.00 |
| Landscape - Hard/Soft | - | 60,000.00 | 60,000.00 | | 60,000.00 |
| Engineering / Landscape Arch | - | 164,200.00 | 164,200.00 | | 164,200.00 |
| **MUT** | - | 1,700,000.00 | 1,700,000.00 | | 1,700,000.00 |
| Contingency - MUT | - | 170,000.00 | 170,000.00 | | 170,000.00 |
| Eng/Arch - MUT | | | | | |
| Eng - Civil (General) | - | 249,675.00 | 249,675.00 | | 249,675.00 |
| DDR/DRC Review | - | 16,715.00 | 16,715.00 | | 16,715.00 |
| Arch - Landscape | - | 57,165.00 | 57,165.00 | | 57,165.00 |
| **Park - A** | - | 1,200,000.00 | 1,200,000.00 | | 1,200,000.00 |
| Storm Drain | | | | | |
| Landscape/Irrigation | | | | | |

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 3 Phase 2 Spine Road | |
|---|---|---|---|---|---|
| **Description** | **Section 1 Costs** | **Section 2 Costs** | **Total Costs** | **AMOUNT** | **REMAINING BUDGET** |
| Hardscape/Play Equipment | | | | | |
| Site Lighting | | | | | |
| Decorative Paving | | | | | |
| Contingency - Park A | - | 120,000.00 | 120,000.00 | | 120,000.00 |
| Eng/Arch - Park A | - | 95,400.00 | 95,400.00 | | 95,400.00 |
| **Fees (Public Improvement)** | | | | | |
| Capital Growth Fee | 774,896.00 | 2,075,104.00 | 2,850,000.00 | | 2,621,086.76 |
| Cap Growth - Fire St & Ladder Truck | 300,000.00 | - | 300,000.00 | | - |
| Golf Course Fee | 550,000.00 | 2,450,000.00 | 3,000,000.00 | | 2,147,584.83 |
| Traffic Impact Fees | - | 859,000.00 | 859,000.00 | | 859,000.00 |
| Offsite Improvement | | | | | |
| **Construction Management** | 544,440.00 | 462,245.00 | 1,006,685.00 | $216,362.83 | 700,601.00 |
| | | | | | |
| **TOTALS** | **14,944,928.00** | **16,549,139.00** | **31,494,065.00** | **4,543,619.48** | **23,527,338.32** |

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PROJECT MEMORANDUM

**October 25, 2020**

**CITY OF OXNARD**
**California Statewide Communities Development Authority (CSCDA)**
**Statewide Community Infrastructure Program**
**Community Facilities District 2018-1 (Wagon Wheel)**
**Acquisition Agreement, Reimbursement Request # 3 $4,543,619.48**

**To:** **Adam Smith, City Manager's Office**
**300 W. Third Street**
**Fourth Floor**
**Oxnard, CA 93030**

NBS has performed its portion of the required compilation, review and confirmation of data required to authorize release of Special Tax Funds to reimburse Oxnard CRFL Partners, LLC (the Developer) for costs associated with the Acquisition Agreement between the City and the Developer dated February 12, 2020 (the Acquisition Agreement). Please obtain the appropriate Public Works confirmation signature and then forward the included Exhibit B (Disbursement Request Form) together with Exhibit A2 to the City Manager's Office for execution and transmittal to the Trustee. Please return executed copies of both this Memorandum and Exhibit B to NBS.

NBS provides the following documents to support this Reimbursement Request;

1. Developer's Reimbursement Request containing;
    a. Actual Cost Certificates
    b. Contracts & Change Orders
    c. Subcontractor Invoices
    d. Payment Documents
    e. Lien Releases
    f. Wage Certifications
2. Developer's Certificate of Non-Default
3. Developer's Performance Bond Agreements
4. City's Notice of Reduction of Performance Bond
5. NBS's confirmation of paid property taxes


**Sara Mares**
Director
smares@nbsgov.com

**Greg Ghironzi**
Senior Consultant
gghironzi@nbsgov.com

**Zaire Marin**
Financial Analyst
zmarin@nbsgov.com

NBS' responsibility is limited to review of the reimbursement documentation. NBS does not provide any physical inspection or acceptance of any of the improvements. NBS also provides no opinion related to Sections 2.01. and 2.02. of the Acquisition Agreement related to the Letting and Administration of any Design and/or Construction Contracts respectively.

**Special Review Notation:** Sections 2.04.(d) and 2.05.(c) of the Acquisition Agreement require the Developer to provide Title Documents to property which underlies any improvement being reimbursed. These portions of the Acquisition Agreement conflict with standard construction practice of progress payments for discrete improvement or "Eligible Portions" as described in the agreement. These conflicting sections contemplate a "turn-key complete project" reimbursement, which is contrary to the majority of the agreement's language. Under these sections, the Developer would be required to give title to property during ongoing construction to obtain reimbursement of any Eligible Portion which would then open both the City and the Developer to unacceptable liabilities. NBS suggests the City and the Developer confer to reconcile this language conflict and then amend the Acquisition Agreement to clarify the intended requirements.

NBS has reviewed Reimbursement Request # 3 and presents the required documentation (except as noted above) for the City Manager's authorization.

Greg Ghironzi, Senior Consultant

October 25, 2020
Dated

Public Works has inspected the improvements related to this Reimbursement Request # 3 and they comply with all inspection and acceptance requirements of the Acquisition Agreement.

Ambrocio Yoro Jr, Senior Construction Inspector

November 2, 2020
Dated

EXHIBIT B

**DISBURSEMENT REQUEST FORM**
**(FOR ACQUISITIONS)**

To: Wilmington Trust, National Association (the "Trustee")
Attention: Jeanie Mar
Fax: 714-384-4153
Phone: 714-384-4151
Email: jmar@wilmingtontrust.com

Re: CSCDA Community Facilities District No. 2018-01 (Wagon Wheel) Special Tax Bonds, Series 2020

The undersigned, a duly authorized officer of the City of Oxnard (the "City") hereby requests a withdrawal from the Park Improvement Subaccount of the Wagon Wheel Community Facilities District Acquisition and Construction Fund held pursuant to the Indenture, dated as of August 1, 2020 (the "Indenture") between the Authority and Wilmington Trust, National Association, as Trustee, as follows:

Request Date: _____

Name of Developer: Oxnard CRFL Partners, LLC

Withdrawal Amount: $1,740,524.99

Acquisition Improvements: See Exhibit A2 attached

Payment Instructions: Western Alliance Bank
1 East Washington Street
Phoeniz, AZ 85004

Oxnard CRFL Partners, LLC
Acct: 8411832300
ABA: 122105980

The undersigned hereby certifies as follows:

The withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement between the City and Oxnard CRFL Partners, LLC and the withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

EXHIBIT B

If the Withdrawal Amount is greater than the funds held in the Park Improvement Subaccount of the Acquisition and Construction Fund, the Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Park Improvement Subaccount of the Acquisition and Construction Fund, should that occur.

The amounts being disbursed pursuant to this request are being used to finance or refinance certain public infrastructure and facilities (the "Improvements"). The City will own, and for the entire useful life of such Improvements reasonably expects to own, all of such Improvements. To the extent any of such Improvements are sold to an entity that is not a state or local government agency, the City will seek the advice and approval of bond counsel to the Authority prior to any such sale. The City will not allow any of such Improvements to be used (for example, by lease or other contract) in the trade or business of any nongovernmental persons (other than in their roles as members of the general public). All of such Improvements will be used in the performance of essential governmental functions of the City or another state or local government agency. The average expected useful life of such Improvements is at least 20 years. The representations and covenants contained in this paragraph are intended to support the conclusion that the interest paid on the bonds issued to finance the Improvements is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code").

CITY OF OXNARD

By: _____
Alexander Nguyen

Title: City Manager

# EXHIBIT A2

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 4 Road Entry & Widening | |
|---|---|---|---|---|---|
| Description | Section 1 Costs | Section 2 Costs | Total Costs | AMOUNT | REMAINING BUDGET |
| **Phase II Spine Rd.** | | | | | |
| Sewer | 255,971.00 | - | 255,971.00 | | (58,962.00) |
| Recycle Water | 305,211.00 | - | 305,211.00 | | - |
| Water | 814,810.00 | - | 814,810.00 | | 0.39 |
| Storm Drain | 745,841.00 | - | 745,841.00 | | (7,410.00) |
| Street Improvements | 1,235,176.00 | - | 1,235,176.00 | | (70,076.58) |
| Landscape Hard/Soft | 619,905.00 | - | 619,905.00 | | 136,138.81 |
| Landscape Lighting | 182,147.00 | - | 182,147.00 | | 27,159.40 |
| Bus Bay | 63,808.00 | - | 63,808.00 | | 63,808.00 |
| Contingency | - | - | - | | (195,045.67) |
| Engineering | - | - | - | | - |
| Eng - Civil (General) | 530,555.00 | - | 530,555.00 | | 530,555.00 |
| Eng - Civil (Field) | 92,361.00 | - | 92,361.00 | | 92,361.00 |
| Eng - Soils | 66,010.00 | - | 66,010.00 | | 66,010.00 |
| Eng - Utility Cons | 9,844.00 | - | 9,844.00 | | 9,844.00 |
| Arch | 38,700.00 | - | 38,700.00 | | 38,700.00 |
| Native American Monitor. | 62,400.00 | - | 62,400.00 | | 62,400.00 |
| **Oxnard Entry & Widening** | | | | | |
| Sewer | | | | | |
| Recycle Water | | | | | |
| Water | 84,570.00 | - | 84,570.00 | 84,570.00 | - |
| Storm Drain | 175,249.00 | - | 175,249.00 | 173,521.20 | 1,727.80 |
| Street Improvements | 599,735.00 | - | 599,735.00 | 846,282.68 | (246,547.68) |
| Landscape Hard/Soft | 148,039.00 | - | 148,039.00 | 97366.56 | 50,672.44 |
| Landscape Lighting | 6,812.00 | - | 6,812.00 | 2,190.00 | 4,622.00 |
| Traffic Signal | 336,129.00 | - | 336,129.00 | 323,464.21 | 12,664.79 |
| Contingency | | | | 130,248.20 | (130,248.20) |
| Engineering / Arch | | | | | |
| Eng - Civil (General) | 146,820.00 | - | 146,820.00 | | 146,820.00 |
| Eng - Civil (Field) | 12,700.00 | - | 12,700.00 | | 12,700.00 |
| Eng - Soils | 14,120.00 | - | 14,120.00 | | 14,120.00 |
| Eng - Utility Cons | 3,600.00 | - | 3,600.00 | | 3,600.00 |
| Native American Monitor. | 2,640.00 | - | 2,640.00 | | 2,640.00 |
| **Park - B & C (Split by phases)** | | | | | |
| Storm Drain | 152,934.00 | - | 152,934.00 | | (1,693.16) |
| Landscape/Irrigation | 476,224.00 | 222,290.00 | 698,514.00 | | 108,978.39 |
| Hardscape/Play Equipment | 871,046.00 | 181,879.00 | 1,052,925.00 | | 184,545.89 |
| Site Lighting | 107,960.00 | 60,450.00 | 168,410.00 | | 38,000.00 |
| Decorative Paving | 57,191.00 | 19,022.00 | 76,213.00 | | 24,741.53 |
| Contingency - Park B/C | 166,535.00 | 46,462.00 | 212,997.00 | | 55,362.73 |
| Eng/Arch - Park B/C | | | | | |
| Eng - Civil (General) | 71,493.00 | - | 71,493.00 | | 71,493.00 |
| Eng - Civil (Field) | | | | | |
| Eng - Soils | 25,099.00 | - | 25,099.00 | | 25,099.00 |
| Eng - Utility Cons | 1,800.00 | - | 1,800.00 | | 1,800.00 |
| Arch - Landsc | 124,200.00 | - | 124,200.00 | | 124,200.00 |
| Eng - Structural | 6,400.00 | - | 6,400.00 | | 6,400.00 |
| Eng - Electrical | 7,850.00 | - | 7,850.00 | | 7,850.00 |
| Native American Monitor. | 4,800.00 | - | 4,800.00 | | 4,800.00 |
| **Phase III Spine Rd.** | 1,265,350.00 | - | 1,265,350.00 | | 1,265,350.00 |
| Sewer | 213,653.00 | - | 213,653.00 | | 213,653.00 |

# EXHIBIT A2

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 4 Road Entry & Widening | |
|---|---|---|---|---|---|
| Description | Section 1 Costs | Section 2 Costs | Total Costs | AMOUNT | REMAINING BUDGET |
| Recycle Water | 271,013.00 | - | 271,013.00 | | 271,013.00 |
| Water | 336,348.00 | - | 336,348.00 | | 336,348.00 |
| Storm Drain | 1,080,461.00 | - | 1,080,461.00 | | 1,080,461.00 |
| Street Improvements | | | | | |
| Traffic Signal | | | | | |
| Landscape Hard/Soft | | | | | |
| Landscape Lighting | | | | | |
| Contingency | 316,683.00 | - | 316,683.00 | | 316,683.00 |
| Engineering / Arch | | | | | |
| Eng - Civil (General) | 568,085.00 | - | 568,085.00 | | 568,085.00 |
| Eng - Civil (Field) | 30,650.00 | - | 30,650.00 | | 30,650.00 |
| Eng - Soils | 720.00 | - | 720.00 | | 720.00 |
| Eng - Utility Cons | 21,250.00 | - | 21,250.00 | | 21,250.00 |
| Arch | 16,550.00 | - | 16,550.00 | | 16,550.00 |
| Native American Monitor | 28,145.00 | - | 28,145.00 | | 28,145.00 |
| **Flood Wall** | | | | | |
| Flood Wall Construction | - | 1,800,000.00 | 1,800,000.00 | | 1,800,000.00 |
| Flood Gates | - | 1,232,000.00 | 1,232,000.00 | | 1,232,000.00 |
| Flood Wall Landscaping | | | | | |
| Contingency - Flood Wall | - | 303,200.00 | 303,200.00 | | 303,200.00 |
| Eng - Flood Wall | | | | | |
| Eng - Civil (General) | - | 316,145.00 | 316,145.00 | | 316,145.00 |
| Eng - FEMA/Flood | - | 118,920.00 | 118,920.00 | | 118,920.00 |
| Eng - Soils | - | 132,223.00 | 132,223.00 | | 132,223.00 |
| **Ped Bridge** | - | 450,000.00 | 450,000.00 | | 450,000.00 |
| Ped Bridge - Contracted | - | 217,812.00 | 217,812.00 | | 217,812.00 |
| Contingency - Pd Bridge | - | 66,781.00 | 66,781.00 | | 66,781.00 |
| Eng - Ped Bridge | - | 25,000.00 | 25,000.00 | | 25,000.00 |
| **Caltrans offramp** | - | 650,000.00 | 650,000.00 | | 650,000.00 |
| Contingency - Caltrans offramp | - | 65,000.00 | 65,000.00 | | 65,000.00 |
| Eng/Arch - Off Ramp | | | | | |
| Eng - Civil (General) | - | 124,250.00 | 124,250.00 | | 124,250.00 |
| Eng- Traffic Modeling | - | 46,906.00 | 46,906.00 | | 46,906.00 |
| Eng - Spec Plan Consist. | - | 61,295.00 | 61,295.00 | | 61,295.00 |
| **Caltrans Slope** | | | | | |
| Construction | - | 220,000.00 | 220,000.00 | | 220,000.00 |
| Engineering / Landscape Arch | - | 50,000.00 | 50,000.00 | | 50,000.00 |
| **Ventura Road Improvements** | | | | | |
| Street Improvements | - | 443,000.00 | 443,000.00 | | 443,000.00 |
| Storm Drain | - | 17,000.00 | 17,000.00 | | 17,000.00 |
| Landscape - Hard/Soft | - | 60,000.00 | 60,000.00 | | 60,000.00 |
| Engineering / Landscape Arch | - | 164,200.00 | 164,200.00 | | 164,200.00 |
| **MUT** | - | 1,700,000.00 | 1,700,000.00 | | 1,700,000.00 |
| Contingency - MUT | - | 170,000.00 | 170,000.00 | | 170,000.00 |
| Eng/Arch - MUT | | | | | |
| Eng - Civil (General) | - | 249,675.00 | 249,675.00 | | 249,675.00 |
| DDR/DRC Review | - | 16,715.00 | 16,715.00 | | 16,715.00 |
| Arch - Landscape | - | 57,165.00 | 57,165.00 | | 57,165.00 |
| **Park - A** | - | 1,200,000.00 | 1,200,000.00 | | 1,200,000.00 |
| Storm Drain | | | | | |
| Landscape/Irrigation | | | | | |

# EXHIBIT A2

| Estimated Budgets for Eligible Portions | | | | REQUEST NUMBER 4 Road Entry & Widening | |
|---|---|---|---|---|---|
| **Description** | **Section 1 Costs** | **Section 2 Costs** | **Total Costs** | **AMOUNT** | **REMAINING BUDGET** |
| Hardscape/Play Equipment | | | | | |
| Site Lighting | | | | | |
| Decorative Paving | | | | | |
| Contingency - Park A | - | 120,000.00 | 120,000.00 | | 120,000.00 |
| Eng/Arch - Park A | - | 95,400.00 | 95,400.00 | | 95,400.00 |
| **Fees (Public Improvement)** | | | | | |
| Capital Growth Fee | 774,896.00 | 2,075,104.00 | 2,850,000.00 | | 2,621,086.76 |
| Cap Growth - Fire St & Ladder Truck | 300,000.00 | - | 300,000.00 | | - |
| Golf Course Fee | 550,000.00 | 2,450,000.00 | 3,000,000.00 | | 2,147,584.83 |
| Traffic Impact Fees | - | 859,000.00 | 859,000.00 | | 859,000.00 |
| Offsite Improvement | | | | | |
| **Construction Management** | 544,440.00 | 462,245.00 | 1,006,685.00 | 82,882.14 | 617,718.86 |
| | | | | | |
| **TOTALS** | **14,944,928.00** | **16,549,139.00** | **31,494,065.00** | **1,740,524.99** | **21,786,813.33** |

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PROJECT MEMORANDUM

**October 25, 2020**

**CITY OF OXNARD**
**California Statewide Communities Development Authority (CSCDA)**
**Statewide Community Infrastructure Program**
**Community Facilities District 2018-1 (Wagon Wheel)**
**Acquisition Agreement, Reimbursement Request # 4 $1,740,524.99**

**To:** **Adam Smith, City Manager's Office**
**300 W. Third Street**
**Fourth Floor**
**Oxnard, CA 93030**

NBS has performed its portion of the required compilation, review and confirmation of data required to authorize release of Special Tax Funds to reimburse Oxnard CRFL Partners, LLC (the Developer) for costs associated with the Acquisition Agreement between the City and the Developer dated February 12, 2020 (the Acquisition Agreement). Please obtain the appropriate Public Works confirmation signature and then forward the included Exhibit B (Disbursement Request Form) together with Exhibit A2 to the City Manager's Office for execution and transmittal to the Trustee. Please return executed copies of both this Memorandum and Exhibit B to NBS.

NBS provides the following documents to support this Reimbursement Request;

1. Developer's Reimbursement Request containing;
    a. Actual Cost Certificates
    b. Contracts & Change Orders
    c. Subcontractor Invoices
    d. Payment Documents
    e. Lien Releases
    f. Wage Certifications
2. Developer's Certificate of Non-Default
3. Developer's Performance Bond Agreements
4. City's Notice of Reduction of Performance Bond
5. NBS's confirmation of paid property taxes


**Sara Mares**
Director
smares@nbsgov.com

**Greg Ghironzi**
Senior Consultant
gghironzi@nbsgov.com

**Zaire Marin**
Financial Analyst
zmarin@nbsgov.com

NBS' responsibility is limited to review of the reimbursement documentation. NBS does not provide any physical inspection or acceptance of any of the improvements. NBS also provides no opinion related to Sections 2.01. and 2.02. of the Acquisition Agreement related to the Letting and Administration of any Design and/or Construction Contracts respectively.

**Special Review Notation:** Sections 2.04.(d) and 2.05.(c) of the Acquisition Agreement require the Developer to provide Title Documents to property which underlies any improvement being reimbursed. These portions of the Acquisition Agreement conflict with standard construction practice of progress payments for discrete improvement or "Eligible Portions" as described in the agreement. These conflicting sections contemplate a "turn-key complete project" reimbursement, which is contrary to the majority of the agreement's language. Under these sections, the Developer would be required to give title to property during ongoing construction to obtain reimbursement of any Eligible Portion which would then open both the City and the Developer to unacceptable liabilities. NBS suggests the City and the Developer confer to reconcile this language conflict and then amend the Acquisition Agreement to clarify the intended requirements.

NBS has reviewed Reimbursement Request # 4 and presents the required documentation (except as noted above) for the City Manager's authorization.

Greg Ghironzi, Senior Consultant

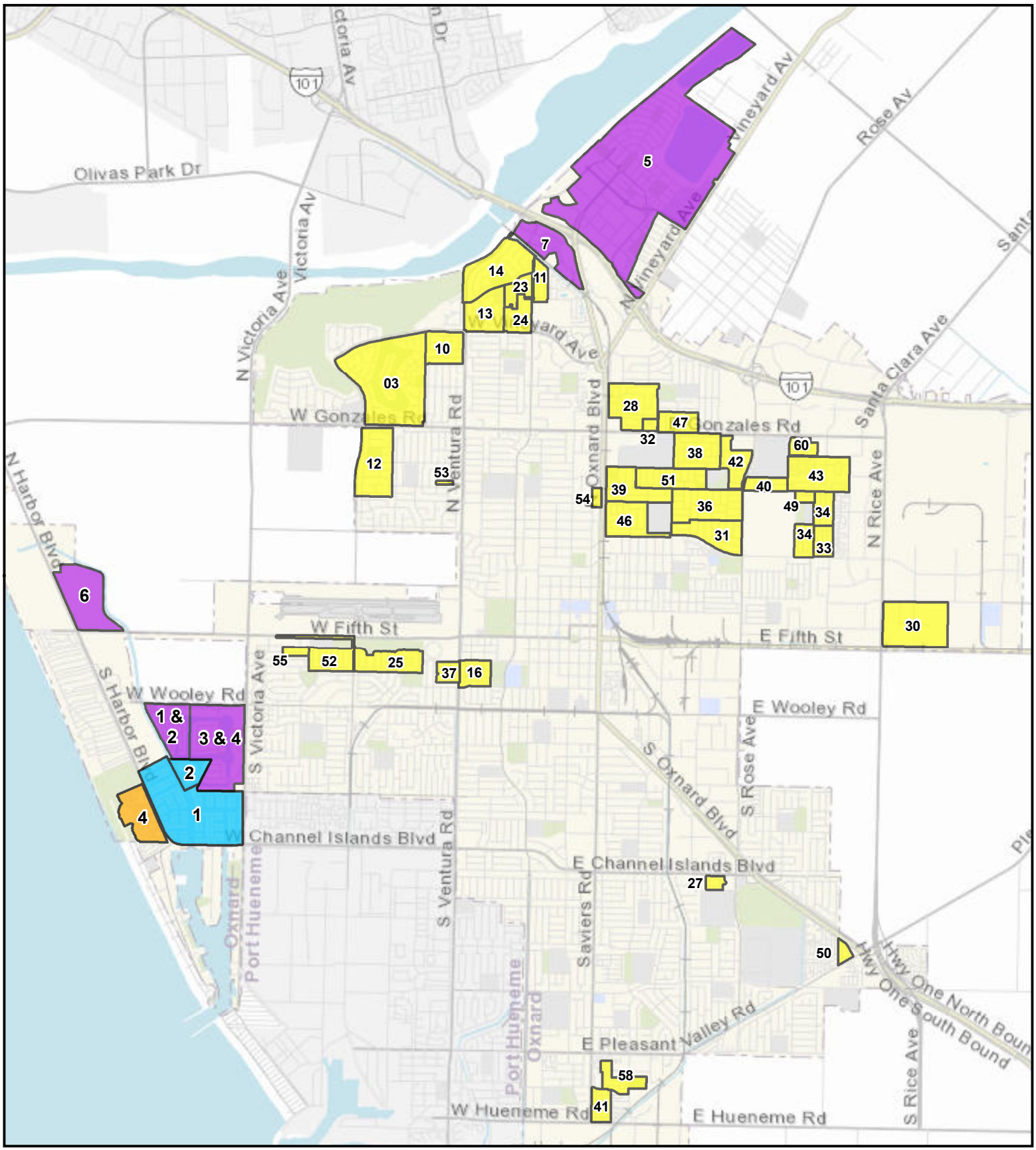
October 25, 2020
Dated

Public Works has inspected the improvements related to this Reimbursement Request # 4 and they comply with all inspection and acceptance requirements of the Acquisition Agreement.

Ambrocio Yoro Jr, Senior Construction Inspector

November 2, 2020
Dated

# CITY OF OXNARD ASSESSMENT DISTRICTS




Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
August 2020

3,000 0 3,000 6,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

N W E S

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

# CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

| COMMUNITY FACILITIES DISTRICTS | |
|---|---|
| 1 & 2 – Westport at Mandalay Bay | 6 – Northshore at Mandalay Bay |
| 3 & 4 – Seabridge at Mandalay Bay | 7 – Wagon Wheel |
| 5 – Riverpark | |

| LANDSCAPE MAINTENANCE DISTRICTS | | |
|---|---|---|
| 3 – Riverridge | 31 – Rancho De La Rosa | 43 – Greenbelt |
| 10 – Country Club | 32 – Oak Park | 46 – Daily Ranch |
| 12 – Standard Pacific | 33 – El Paseo | 47 – Sycamore Place |
| 13 – Le Village | 34 – Sunrise Pt/Sunset Cove | 49 – Cameron Ranch |
| 14 – California Cove | 36 – Villa Santa Cruz | 50 – PV Senior Housing |
| 16 – California Lighthouse | 37 – Pacific Cove | 51 - Pfeiler |
| 23 – Greystone | 38 – Aldea Del Mar | 52 – Wingfield |
| 24 – Vineyards | 39 – El Sueno Promesa | 53 – Huff Court |
| 25 – The Pointe | 39 – DR Horton | 54 – Meadowcrest |
| 27 – Rose Island | 40 – Cantada | 55 – Wingfield West |
| 28 – Harborside | 41 – Pacific Cove | 58 – Westwind |
| 30 – Haas Automation | 42 – Cantabria/Coronado | 60 - Artisan |

| MAINTENANCE ASSESSMENT DISTRICT |
|---|
| 4- Mandalay Beach/Colony |

| WATERWAYS ASSESSEMENT DISTRICTS | |
|---|---|
| Zone 1 – Mandalay Bay | Zone 2 – Harbour Island |

# Fourth Amendment to Agreement No. A-7950 with NBS Government Finance Group for Consulting Services

Adam Smith, Project Manager

Public Works & Transportation Committee
January 12, 2021

CITY OF OXNARD CALIFORNIA

## RECOMMENDATION

2

That the Public Works & Transportation Committee recommend that the City Council authorize the City Manager to:

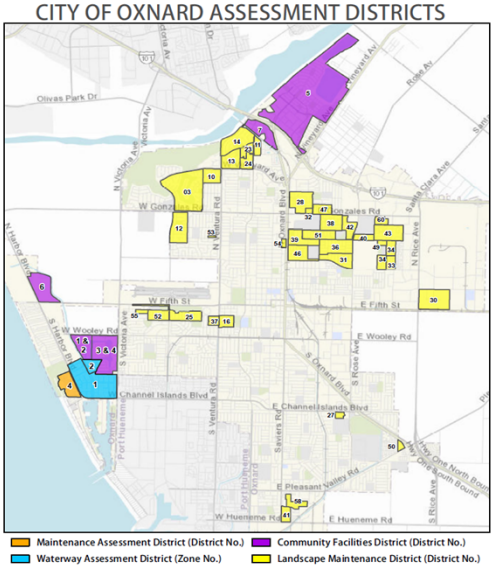
1. Execute the Fourth Amendment to Agreement No. A-7950 with NBS Government Finance Group (NBS) in the amount of $113,000 for a total not-to-exceed amount of $1,123,765.42 to provide construction costs reimbursement & consulting services for Community Facilities District No. 2018-01 (Wagon Wheel); and

2. Approve a budget appropriation to recognize developer deposits and expenditures for the Wagon Wheel Community Facility District 2018-01 fund.

## MAP OF ASSESSMENT DISTRICTS IN THE CITY

3

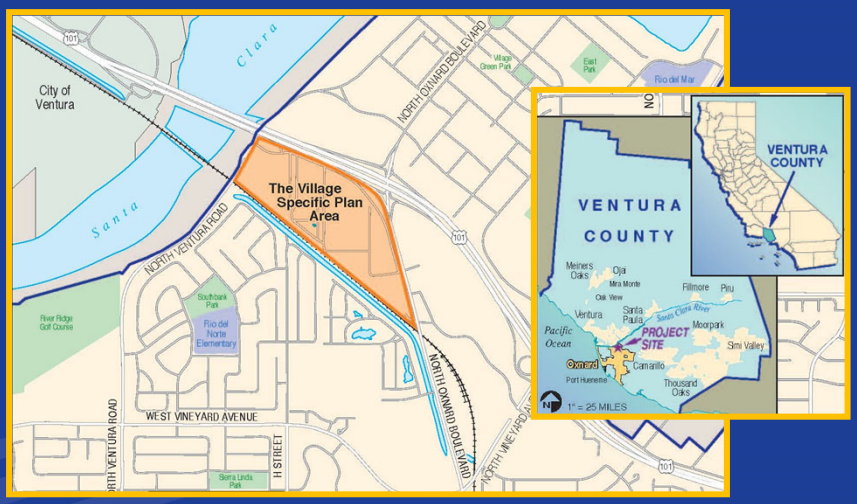
CITY OF OXNARD ASSESSMENT DISTRICTS




Additional information can be found at: oxnard.org/city-department/publicworks 3

## WAGON WHEEL CFD 2018-01

4




Vicinity Map

CITY OF OXNARD CALIFORNIA

## BACKGROUND

5

- NBS specializes in the administration of California special financing districts & provides services such as database development, budget preparation, assessment computation, analysis, & engineer reports
- In February 2017, the City & NBS entered into Agreement No. A-7950 for consulting services & has since been amended three times:

| Date | Type | Not-to-exceed Amount | Expiration |
|---|---|---|---|
| February 7, 2017 | Agreement | $166,700 | June 30, 2018 |
| May 22, 2018 | 1st Amendment | $501,115 | May 31, 2021 |
| January 3, 2019 | 2nd Amendment | N/A | N/A |
| June 2, 2020 | 3rd Amendment | $1,010,765 | N/A |
| **February 2, 2021** | **4th Amendment** | **$1,123,765** | **N/A** |

## DISCUSSION

6

- February 2020 Acquisition Agreement No. 8907-20-PW (Agreement) between the City & the developer of the Wagon Wheel development, CRFL Partners, LLC (Developer)
- Developer applied for the financing of public capital improvements & development fees (the Improvements) through the California Statewide Communities Development Authority (Authority) & its Statewide Community Infrastructure Program

## DISCUSSION

7

- For the Developer to be paid for the construction of the Improvements, they have to provide the City with all construction cost documentation available for review for each of the Improvements that they are requesting reimbursement, per the Agreement
- This extensive review is performed by NBS:
  - Utilize appropriate forms & certificates to enable the efficient processing of reimbursements & assure completion of work
  - Obtain verification of all lien releases, contractor, subcontractor, & supplier payments
  - Provide authorization to the Authority to release bond proceeds for reimbursement
  - Maintain files on all reimbursements & provide complete reporting with each reimbursement request

## DISCUSSION

8

- The Authority provides the City with the financing necessary, through proceeds from an August 2020 bond issuance, to purchase the Improvements from the Developer, which will then become the property of the City
- The price that the City receives the Improvements for is referenced in Exhibit A of the Agreement
- The submitted Improvements include: Wagon Wheel Parks B & C, City development fees, Spine Road & landscaping, & Oxnard Boulevard & Wagon Wheel Road entry and widening

## AREA OF IMPROVEMENTS

9

## DISCUSSION

10

- NBS's fee for these services is $8,500 per request plus 0.5% of the requested reimbursement amount
- In total, four (4) reimbursement requests have been submitted by the Developer

| Request # | Description | Reimbursement Amount* | NBS Fee: $8,500 + 0.5%* |
|---|---|---|---|
| 1 | Parks B & C Improvements | $1,884,145.52 | $17,920.72 |
| 2 | City Fees | $1,538,962.68 | $16,194.81 |
| 3 | Phase 2 Spine Road & Landscape | $4,543,619.48 | $31,218.10 |
| 4 | Oxnard Blvd/Wagon Wheel Road entry & widening | $1,740,524.99 | $17,202.62 |
| - | Future Requests | $4,300,000.00 | $30,000.00 |
| | **TOTAL** | **$14,007,251.67** | **$112,536.25** |

*EXAMPLE: Requested Reimbursement Amount ($) X 0.5% (or 0.005) + $8,500 = NBS FEE*

## FINANCIAL IMPACT

11

- Total cost of this Amendment is an additional $113,000 and will be funded from the Developer
- There is no financial impact to the City's General Fund or Wagon Wheel CFD Fund 374 with approval of the Fourth Amendment
- Costs associated with NBS providing construction costs reimbursement services will be paid for by the Developer with the City acting as pass-through
- Funds from the Developer will be received into Fund 374-1606-591.75-15 and paid out of Fund 374-1606-805.82-09 to NBS for their consulting services
- The budget appropriation also includes future costs related to NBS review of subsequent reimbursement requests by the Developer

CITY OF OXNARD CALIFORNIA

# QUESTIONS

12

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE**
**AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.2**

**DATE:** January 12, 2021

**TO:** Public Works and Transportation Committee

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

**SUBJECT:** Agreement with Waste Management of California, Inc. for Solid Waste Disposal. (0/10/20)

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8280 with Waste Management of California, Inc. for a five year term from February 2, 2021 through February 1, 2026 for solid waste disposal at the Simi Valley Landfill from the Del Norte Regional Recycling and Transfer Station.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3hCb0KmnRqo

## BACKGROUND

The City of Oxnard Environmental Resources Division currently operates under two separate agreements to provide permitted landfill services for solid waste transferred from the Del Norte Regional Recycling and Transfer Station (Del Norte). Agreement A-5906 with Ventura Regional Sanitation District (VRSD) allows for disposal of 48% of Del Norte's daily transferred solid waste at Toland Road Landfill. The current rate per ton at Toland Road Landfill (VRSD) is $32.81. Agreement A-7618 with Waste Management of California, Inc. (WMC) allows for solid waste disposal of 52% of Del Norte's daily transferred solid waste at Simi Valley Landfill. The current rate per ton at Simi Valley Landfill is $31.99. Due to VRSD commitments for all of the permitted daily capacity of Toland Landfill, average splits for solid waste tons have been 55% to Simi Valley Landfill and 45% to Toland Road Landfill. Last year, the City transferred a total of approximately 280,000 tons of solid waste from Del Norte to both landfills.

On October 20, 2020, the City Council approved a Second Amendment to A-5906 with VRSD and a Fourth Amendment to A-7618 with WMC that extended the term of both agreements from November 14, 2020, to the first 90-day extension expiring on February 13, 2021. The time extensions allowed staff to meet with VRSD and WMC to further clarify and evaluate their proposals to ensure that the City requirements and needs are met. Concurrently, the City contracted with Kennedy Jenks Consulting to assist in preparing methodologies to ensure that the City and ratepayers would receive the best overall value.

## DISCUSSION

On June 17, 2020, the City issued a request for proposal (RFP #ER 20-96) to solicit proposals from local

landfills for solid waste disposal. The RFP was sent to WMC, VRSD and Waste Connections, owner and operator of the Chiquita Canyon Landfill near Santa Clarita. These are the only three (3) permitted landfills considered "local" based upon their proximity to the Del Norte facility. The RFP was posted on the City's website and www.publicpurchase.com.

By the July 29, 2020 deadline, the City received two (2) qualified proposals: VRSD and WMC. Both proposals presented multiple scenarios for landfill capacities and disposal costs. These cost scenarios were compared to determine the best value while meeting the City's requirements. The tables below reflect the disposal cost per-ton provided by each bidder:

**TABLE 1**
**CURRENT CONTRACT DISPOSAL COST**

| Landfill | Annual Estimated Delivered Tonnage | Disposal Rate Per Ton | Total Disposal Cost |
|---|---|---|---|
| WMC/Simi Valley | 154,000 (55%) | $31.99 | $4,926,460 |
| VRSD/Toland | 126,000 (45%) | $32.81 | $4,134,060 |
| | | **TOTAL** | **$9,060,520** |

**TABLE 2**
**PROPOSED DISPOSAL COST 50/50 BETWEEN WMC AND VRSD**

| Landfill | Annual Estimated Delivered Tonnage | Disposal Rate Per Ton | Total Disposal Cost |
|---|---|---|---|
| WMC/Simi Valley | 140,000 (50%) | $30.00 | $4,200,000 |
| VRSD/Toland | 140,000 (50%) | $34.01 | $4,761,400 |
| | | **TOTAL** | **$8,961,400** |

**TABLE 3**
**PROPOSED DISPOSAL COST AT 100%***

| Landfill | Annual Estimated Delivered Tonnage | Disposal Rate Per Ton | Total Disposal Cost |
|---|---|---|---|
| WMC/Simi Valley | 280,000 (100%) | $28.99 | $8,117,200 |
| VRSD/Toland | *VRSD cannot guarantee capacity above 50% due to current permit limitations. | | N/A |
| | | **TOTAL** | **$8,117,200** |

**Note: Annual estimated saving $844,200 from Table 3 versus Table 2**

As stated in the above tables, the VRSD bid did not guarantee capacity above 50% of the City's solid waste as their current permit will not accommodate the additional capacity. VRSD did provide conditional pricing based upon a pending, permit expansion request. VRSD was consulted but could not provide a timeframe on the completion of this process. Furthermore, VRSD did not provide a backup landfill option should the Toland Road Landfill close for any reason.

WMC provided pricing for up to 100% of the City's transferred solid waste. The Simi Valley Landfill is a State-

permitted landfill owned and operated by Waste Management of California, Inc., and is located at 2801 Madera Road in Simi Valley. The Simi Valley Landfill has been in operation since 1970 and is permitted to accept a daily waste capacity of 8,000 tons through the year 2062. WMC also provided pricing for three (3) backup landfills should Simi Valley Landfill close for any reason. The backup landfills are: Palmdale Landfill, located at 1200 W. City Ranch Road, Palmdale, CA 93551; Lancaster Landfill, located at 600 E. Avenue F., Lancaster, CA 93535; and El Sobrante Landfill, located at 10910 Dawson Canyon Road, Corona, CA 92883.

After thorough review of the bids submitted, staff recommends accepting WMC's offer of $28.99 per ton for the guaranteed capacity of 100% of the City's waste. This bid projects an estimated savings of $844,200 per year to the City and ratepayers. Staff has further confirmed WMC meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

The proposed Agreement A-8280 with WMC ("Agreement") consists of the City paying a disposal fee based on 100% of the City's solid waste transferred to the Simi Valley Landfill through the term of February 2, 2026. Currently, this is an annual amount of approximately 280,000 tons. There are no "put-or-pay" provisions in this agreement; the City will only pay for what is delivered to the landfill with a rate of $28.99. The Agreement also specifies that in the event the Simi Valley Landfill is closed or becomes unavailable to the City for waste disposal, the City can deliver its waste to the WMC's Palmdale Landfill, Lancaster Landfill or the El Sobrante Landfill for a waste disposal rate of $33.00 per ton. This contingency assures that the City will have an option for waste disposal in the event of a natural disaster.

The Agreement with WMC allows for the disposal fee to be adjusted on a percentage of an annual Consumer Price Index. The Agreement also allows for fee adjustments in the event of new or increased regulatory taxes, fees and charges and changes in law.

## STRATEGIC PRIORITIES

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

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

## FINANCIAL IMPACT

The agreement estimated value with WMC is $52,035,468 over the five year term from the period of February 2, 2021 through February 1, 2026. The agreement value includes an annual tonnage growth rate of 3.2%, annual CPI of 2.5% and an annual 2.5% for landfill regulatory fees assessed to WMC by government agencies for the tonnage delivered by the City at the Simi Valley.

| FY 2020-21 (5 months) | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 (7 months) | TOTAL |
|---|---|---|---|---|---|---|
| $3,491,072 | $9,086,187 | $9,853,562 | $10,685,746 | $11,588,212 | $7,330,689 | $52,035,468 |

Funds are budgeted and currently available in the Environmental Resources Enterprise Fund Account Number 631-6314-844-82-68 to cover for the cost of waste disposal at the Simi Valley Landfill for the remaining period of Fiscal Year 2020-21. These funds were approved by Council through the Fiscal Year 2020-21 budget process. The costs for waste disposal in subsequent fiscal years will be requested each year during the budget process.

*Prepared by: Todd Vasquez-Housley, Brian Yanez, Assistant Public Works Director*

**ATTACHMENTS**

1. WMC-Proposal
2. Landfill Agreement A-8280
3. Waste Management Presentation pdf

# City of Oxnard
# Request for Proposals
## (RFP# ER 20-96)

## For Solid Waste Disposal Services

## Bid Close Date: July 29, 2020 at or before 2:00 p.m. PT

**City of Oxnard**
**Purchasing Division, Finance Department**
300 West Third Street
Oxnard, CA 93030
Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/
City Website: https://www.oxnard.org/

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**A. SOLICITATION INTRODUCTION**

1.0 Timeline of Events
2.0 Background of the City of Oxnard
3.0 Period of Performance
4.1 Introduction
4.2 RFP Overview
4.3 Tonnage Delivered from Oxnard
4.4 Transfer Trailer Load Information
4.5 Future Impacts on Solid Waste
5.0 Communication During RFP Process
6.0 Evaluation of Responses
7.0 Rights of the City

**B. PROPOSAL GUIDELINES**

Tab A – Proposal Checklist
Tab B – Acknowledgement
Tab C – Company Profile/ Experience
Tab D – Scope of Services
Tab E – References
Tab F – Cost/Budget Narrative
Tab G – Proposer Attachment

**Attention Proposers: please complete these documents and upload as part of your response.**

## 1.0 TIMELINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

***Table 1: Proposed Timeline***

| DATE | ACTIVITY |
|---|---|
| June 17, 2020 | Release of Solicitation |
| July 7, 2020 | Last day for Questions by Proposers<br>Proposer inquires must be submitted online: Public Purchase website. |
| July 29, 2020 | Submission of the Proposal is to be uploaded to the Public Purchase website at or before by **2:00 p.m. PT** |
| July 30, 2020 to September 10, 2020 | City evaluates Proposals and seeks clarification from Proposers, as needed, and intends to short-list proposers |
| September 11, 2020 to October 19, 2020 | City completes negotiations with the short-listed Proposers |
| October 20, 2020 | City presents recommendation(s) to the Public Works & Transportation Committee |
| November 3, 2020 | City Council approval |
| November 15, 2020 | Contracted work begins |

**The above dates are tentative and are subject to change as necessary.**

## 2.0 BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 210,000 people, is located on the beautiful Southern California coast and is the most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

## 3.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for five years, from November 15, 2020, or effective upon signature of an Agreement by both parties, unless terminated earlier, and shall continue until the close of business on November 14, 2025 (the "Initial Term"). Thereafter, the period of performance may be extended beyond the Initial Term for one or more additional terms (the "Successive Term"), for a time period to be determined by the parties, upon mutual written agreement of the parties made not less than sixty (60) days prior to the end of the Initial Term or any Successive Term.

## 4.0 INTRODUCTION

The City of Oxnard's Environmental Resources (ER) Division is responsible for collection, processing, and transfer of residential, commercial, and industrial solid waste, recyclables, and organic/greenwaste within the City boundaries. The ER Division also operates the City's Del Norte Regional Recycling and Transfer Station (Del Norte) which is a material recovery facility (MRF). The Del Norte facility is permitted to accept 2,779 total tons per day of solid waste, recyclables, and organic/greenwaste material. Currently, the Del Norte facility receives, processes, and transfers an average of 1,100 tons per day of solid waste. The City also direct hauls tonnage to landfill from New-Indy Containerboard. The City of Oxnard invites proposals from qualified contractors to provide solid waste disposal services for municipal solid waste transported from Del Norte, New-Indy Containerboard, and/or other facilities within the City of Oxnard.

The City's primary goal for the RFP contractor selection process is to obtain low-cost disposal services for handling of the City's solid waste for five (5) years. The services are scheduled to commence on November 15, 2020. The City's solid waste tonnage delivered to landfills for the year ended December 31, 2019, was 266,066 tons of MSW from Del Norte and 24,582 tons of MSW from New-Indy Containerboard. All proposers must provide a proposal for disposal services in accordance with the RFP requirements.

A secondary goal of the City is to explore options for enhanced services, such as the optional services described in this RFP, or additional optional services as proposed. These optional services, which may be exercised at the City's sole option, include but are not limited to the disposal of treated wood and biosolids, and the diversion of greenwaste, food waste, concrete, bulky wood, tires, asphalt, construction and demolition materials.

### 4.1 RFP Overview

The City's current agreements for solid waste disposal services with Simi Valley Landfill and Toland Road Landfill expire on November 14, 2020. As a result, the City needs to identify viable, cost-effective options for future solid waste disposal services and enter into a contract with a company(ies) to provide the services commencing November 15, 2020. The solid waste will be transported by the City, or its contracted transporters, from the City's Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard, Oxnard CA, 93030 and New-Indy Containerboard, 5936 Perkins Road, Oxnard, CA 93033 and/or other facilities. The transfer and transportation services will be performed by the City, or its contracted transporters. The City is accepting proposals from companies that can provide trash disposal services, at a minimum,

and one or more optional services at the disposal site. Proposals that present a partnering or subcontracting arrangement to provide other services are acceptable.

The City anticipates that this contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on November 15, 2020. The City's preferred agreement is a separate attachment discussed in the solicitation labeled "City's Preferred Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference. The Final Agreement(s) will be developed during the negotiation period.

Proposers are asked to provide, among other items, a proposal and pricing for landfill disposal services and/or one or more optional services if such services are currently operational and proposer can commit to providing these services to the City at the start of the Final Agreement. Proposers will be short-listed based on their initial proposed disposal rates and the City's total cost, including estimated transportation costs to the proposed disposal sites and consideration of the range of optional services. Optional services that may be exercised at the City's sole discretion include disposal of biosolids and treated wood, and the diversion of greenwaste, food waste, concrete and bulky wood.

The evaluation of short-listed proposers during the RFP process will consider the City's total cost for landfill disposal services, inclusive of transportation, as well as optional services. In addition, the selection of a preferred proposer(s) will be informed by the results of negotiating meetings with each short-listed proposer. The City's Public Works and Transportation Committee will identify the preferred proposer(s) for consideration by the City of Oxnard's City Council (City Council). Please see Section 6 of this document, labeled "Evaluation of Responses," for further detail.

### 4.2 Tonnage Delivered from Oxnard

Please reference Table 2 and Table 3 below for tonnage information from calendar year 2016 through calendar year 2019.

***Table 2: MSW Disposal Tonnage***

| Calendar Year | MSW From Del Norte | MSW From New-Indy Containerboard | Total Disposal |
|---|---|---|---|
| 2016 | 224,259 | 21,393 | 245,652 |
| 2017 | 234,417 | 20,908 | 255,325 |
| 2018 | 246,111 | 25,681 | 271,792 |
| 2019 | 266,066 | 24,582 | 290,648 |

***Table 3: Additional Outbound Tonnage from Del Norte***

| Calendar Year | Greenwaste | Food Waste | Concrete | Treated Wood |
|---|---|---|---|---|
| 2016 | 21,505 | 0 | 1,328 | 16.88 |
| 2017 | 22,441 | 250 | 993 | 14.84 |
| 2018 | 21,288 | 0 | 447 | 87.75 |

| | | | | |
|---|---|---|---|---|
| 2019 | 20,043 | 828 | 120 | 52.12 |

### 4.3 Transfer Trailer Load Information

Table 4 contains information on the number of transfer trailer loads per month, total tons delivered, and average tons per load for the period beginning January 1, 2019 and ending on June 30, 2019.

***Table 4: Transfer Trailer Load Information***

| Period | Number of Transfer Trailer Loads | Total Tons | Average Tons Per Load |
|---|---|---|---|
| January 2019 | 1,052 | 21,899 | 20.82 |
| February 2019 | 941 | 19,581 | 20.81 |
| March 2019 | 967 | 19,692 | 20.36 |
| April 2019 | 983 | 20,261 | 20.61 |
| May 2019 | 1,114 | 23,084 | 20.72 |
| June 2019 | 1,030 | 21,487 | 20.86 |
| Total | 6,087 | 126,004 | 20.70 |

### 4.4 Future Impacts on Solid Waste

The future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors. Factors may include, but are not limited to:

1. The effects of the economy;
2. Diversion programs/policies of the City;
3. The number of residents and residential housing units;
4. The number and types of businesses;
5. Participation levels of residents and businesses in various diversion programs;
6. Changes in collection and processing strategies and methods;
7. Rate-setting practices for collection services;
8. Recent and future federal, State, and local regulations;
9. Recycling and organic product market volatility; and,
10. Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, the City cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement.

The following is a summary of some specific program and policy conditions that may influence future solid waste tonnage levels:

1. AB 939, the 1989 State Integrated Waste Management Act, which established a goal for all cities in the State to divert 50% of its waste stream by 2000;
2. Construction and demolition recycling requirements adopted by the City and requirements of the California Green Building Standards Code (CAL Green);
3. The City's waste diversion initiatives; ordinances that may reduce disposal such as bans on specific materials; and other programs and policies;
4. AB 341, which the State passed in 2011, mandating recycling by multi-family and commercial businesses that generate four cubic yards or more of solid waste and setting a state-wide diversion goal of 75%;
5. AB 1826, which the State passed in 2014, requiring organics recycling for commercial and multi-family locations; and,
6. SB 1383, which the State passed in 2016, requiring a state-wide reduction of organic disposal volumes by 50% by 2020 and by 75% by 2025 and recovery of 20% of edible food by 2025.

## 5.0 Communications During RFP Process

In order to ensure that the decision-making in this very important RFP process is fully open to the public, all communications regarding this RFP shall be made exclusively through the Public Purchase website.

Proposers and their representatives are prohibited from contacting other City personnel or City Council members regarding matters related to this RFP and the award of this contract. Proposers and their representatives that contact other City personnel or City Council members after the City releases the RFP and throughout the evaluation period regarding this RFP process and contract award may have their proposals disqualified from consideration by review and action of the City Council. This prohibition does not apply to any formal interviews, public hearings, or agendized meetings in which City Council members or City personnel may participate.

## 6.0 Evaluation Method

This Section presents evaluation criteria that the City, its consultants, the Public Works & Transportation Committee, and/or City Council may use to evaluate and select one or more proposers for contract award (Evaluation Committee). The Evaluation Committee will review and consider only those proposals that are deemed responsive to this RFP and presented in the format as set forth in Tab A below. Failure to include any sections in the proposal may result in that proposal being deemed nonresponsive. During the scoring process, the City may contact the Proposer's references, or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer's qualifications to perform the requested services or work. The City reserves the right to modify this process and the evaluation criteria in any way and at any time during the proposal and contractor selection process.

The City is seeking high quality, reliable and professional solid waste disposal services. The City's objective in evaluating proposals will be determining the proposal(s) that offer the best overall value to the City and its residents and businesses. For the purpose of determining a short-list of proposers, an initial evaluation of the proposals will be performed with a focus on the proposed disposal rates along with the City's estimated cost of transporting materials from Del Norte and New-Indy Containerboard to the disposal sites. The Evaluation committee will

estimate the transportation costs per ton based on round-trip time to/from the landfill (inclusive of vehicle turnaround time) multiplied by the City's hourly operating cost. The transportation cost will then be added to the disposal cost to determine the total cost per ton. For proposers with landfills outside Ventura County, the City of Oxnard will be charged an Export Fee, per disposal ton, by the County of Ventura. The City will notify proposers via email and written notice as to whether their proposal has been short-listed for further evaluation.

Additional evaluation of the short-listed proposals will be conducted. The potential factors that may be considered when evaluating the disposal services and optional services include, but are not limited to, the items below. Some or all of these factors may be considered by the City, its consultants, and/or the Public Works & Transportation Committee, and other factors not listed below may also be considered.

- Responsiveness to the RFP
- Company qualifications including, but not limited to:
    - Extent of relevant experience.
    - Financial strength.
    - Past performance record (e.g., litigation history, regulatory compliance track record, experience modification factor, etc.).
- Disposal site considerations such as, but not limited to:
    - Facility Location and Accessibility - Reasonableness of site location and accessibility for City transfer vehicles and related cost impacts.
    - Permitted Capacity – Adequacy of the permitted capacity for the length of the contract, including review of the Solid Waste Facility Permit, Remaining Life Assessment Report, and annual waste acceptance data reported to State or County.
    - Permit standing – all required permits are valid without violations.
    - Closure/Post-Closure - Adequacy of financial means to responsibly manage and perform closure and 30-year post-closure care requirements.
    - Whether City vehicles can bypass public lines at the gatehouse.
    - Whether the landfill clears access roads of nails and other objects that may puncture tires.
    - Additional safety features, etc.
- Ability to provide cost effective Optional Services.
- Proposed disposal rates factoring in City's estimated cost of transporting materials from Del Norte to the proposed facility(ies).
- Acceptance of key terms of the Future Agreement.

Please note that for the purposes of evaluating the proposed rates for disposal services and optional services, the City may develop its own estimation of the future tonnage levels and use

its assumptions to compare each proposer's rate proposal to the others by examining estimated annual costs. In addition, the City will develop its own estimation of the cost of transporting materials from Del Norte to the proposed facility(ies) and factor the estimated transportation cost into its analysis of the overall cost of solid waste disposal.

## 7.0 Rights Reserved by the City

The City reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this RFP process:

- Issue addenda and amend this RFP and proposed terms of the Future Agreement;
- Request additional information and/or clarification from proposers;
- Extend the deadline for submitting proposals;
- Allow for the timely correction of errors and waive minor deviations;
- Withdraw this RFP;
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications;
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals submitted after the deadline; and/or, proposals with other process or content errors or deficiencies;
- Reject a proposal that is given the highest quantitative scoring in the evaluation process (if a scoring process is used) if it is not in the best interest of the City and/or its residents and businesses;
- Reject any or all proposals or portions of proposals;
- Select one or more proposers for disposal services;
- Select proposer(s) based on a combination of its qualitative and quantitative attributes;
- Select proposer(s) with or without further discussion or negotiation;
- Contract with the disposal site provider(s) for one or more of the optional services;
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate non-propriety programs proposed by others;
- Negotiate with selected proposer(s) for a later commencement date; and
- Issue subsequent RFP(s) or Request(s) for Proposals for the same, similar, or related services at a later date.

Take other actions the City deems is in the best interest of the City and/or its residents and businesses.

## Tab A – Proposal Checklist

***Instructions:***

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled **"Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

**Name of Company:** **Waste Management of California, Inc., dba Simi Valley Landfill and Recycling Center**

**Service to provide:** **Solid Waste Disposal Services and Treated Wood**

**Main Point of Contact:** **Scott Tignac, District Manager**

**E-mail: stignac@wm.com** **Phone: 805-579-7478**

## Tab A Proposal Submission Checklist

### General Proposer Information

*Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.*


| | | Page Number |
|---|---|---|
| ☑ Tab A: | Proposal Checklist *(this page)* | 11-12 |
| ☑ Tab B: | Acknowledgements | 12-13 |
| ☑ Tab C: | Company Profile/ Experience | 13-18 |
| ☑ Tab D: | Scope of Services | 18-27 |
| ☑ Tab E: | References | 28-30 |
| ☑ Tab F: | Cost/Budget | 30-32 |
| ☑ Tab G: | Proposer Attachment | 33-50 |


## CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, Larry Metter, a duly authorized agent of Waste Management of California, Inc.

**Printed Name of Agent/Officer** **Name of Organization**

hereby certify that Waste Management of California, Inc.

**Name of Organization**

by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Larry Metter Date: 7/27/2020

Title of Agent/Officer: Larry Metter, President-Southern California Area

*Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.*

## Tab B - Acknowledgement

1. **Clarifications, Exceptions, or Deviations**

   All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The City's preferred agreement is a separate attachment discussed in the solicitation labeled "City's Preferred Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

   The following contractual terms are **non-negotiable:**

   a. Termination
   b. Indemnification
   c. Insurance
   d. Conflict of Interest

e. Governing Law

f. Assignability of Agreement

*Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:*
***PROPOSER'S RESPONSE:*** No clarifications, exceptions or deviations.

2. **Evidence of Insurability/Business Licenses**

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

a. Continue delivering services until notified otherwise; and
b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

## Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. If the proposer is relying on a subcontractor(s) to provide the disposal services and/or optional services, the proposal shall include both the proposer's and its subcontractor's responses. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

***PROPOSER'S RESPONSE:***

Waste Management of California, Inc., dba Simi Valley Landfill and Recycling Center
Waste Management of California, Inc. is a corporation

2. Company overview and disclosure of services or activities performed, including:

   a. Confirm that proposer is authorized to do business in California.
   b. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision-making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
   c. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   d. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   e. Location of the office from which the work under this contract will be provided and the staff allocation at that office.
   f. Identify other entities with common ownership and/or management
   g. Describe all services to be performed by subcontractors or affiliated companies and identify each subcontractor by full name and principal business address.

a. ***PROPOSER'S RESPONSE:***
Waste Management of California, Inc. is authorized to do business in the State of California.

b. ***PROPOSER'S RESPONSE:***
Waste Management of California, Inc. has not given political contributions to any Oxnard City elected officials in the past five years.

c. ***PROPOSER'S RESPONSE:***
Larry Metter, President-Southern California Area
Doug Corcoran, Vice President
Pete Demolder, Vice President and Assistant Secretary
**See Tab G Attachment 2 for Organizational Chart and Slate of Officers**

d. ***PROPOSER'S RESPONSE:***
Waste Management of California, Inc. dba Simi Valley Landfill and Recycling Center has been operating under its current name and providing similar services as those proposed for more than 30 years.

e. ***PROPOSER'S RESPONSE:***
Simi Valley Landfill and Recycling Center is located at 2801 N. Madera Rd, Simi Valley, CA 93065
Scott Tignac, District Manager
Michael Dudley, Operations Supervisor
Kris Gondrez, Environmental Manager

f. ***PROPOSER'S RESPONSE:***
USA Waste of California, Inc.,
9081 Tujunga Avenue
Sun Valley, CA 91352

Waste Management Recycling and Disposal Services of California, Inc.
9081 Tujunga Avenue
Sun Valley, CA 91352

***PROPOSER'S RESPONSE:***
Food Waste processing will be performed by an affiliate, Waste Management Recycling and Disposal Services of California, Inc. dba Sun Valley Recycling Park (SVRP), located at 9227 Tujunga Ave. Sun Valley, CA 91352. SVRP is a state-of-the art recycling facility that will be operational in Q4 2020. Food Waste will be delivered by City directly to SVRP. At the SVRP, loads of food waste and other organics will be dumped separately from MSW and Recyclables, then loaded into an OREX press. The OREX will separate organic material from the non-organic material in unprocessed loads. Separated organic material will be transferred to an anaerobic digestion facility in Rialto where it will be mixed into a slurry and converted into renewable natural gas.

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

***PROPOSER'S RESPONSE:***
Waste Management of California, Inc. has nothing to report for this section.

4. Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements, or damages of any kind paid by proposer, its parent company and subsidiaries, to public agencies in the past five years. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).

***PROPOSER'S RESPONSE:***
See Tab G Attachment 3 – Confidential Disclosure

5. Describe notices of violation (NOVs) issued by California Department of Resources Recycling and Recovery (Cal Recycle) currently pending, or that have occurred in the past three years at the proposed disposal site, along with how the NOVs were remediated.

***PROPOSER'S RESPONSE:***
Waste Management of California, Inc. has nothing to report for this section.

6. Provide contact names for regulatory agencies that monitor the facility's(ies') compliance with applicable local, State, and federal laws and regulations including name of the regulatory agency, contact person's title, and telephone number.

***PROPOSER'S RESPONSE :***
Cal Recycle- Ted Tasiopoulos Environnemental Scientist (916) 341-6084

Ventura County Environmental Health – Gina Libby LEA (805) 654-2859

Los Angeles Regional Water Board – Enrique Casas Engineering Geologist (213) 620-2299

Ventura County Air Pollution Control District – Zach Jirkovsky Air Quality Specialist (805) 645-1409

Ventura County CUPA - Melissa Custer (805) 654-3056

Ventura County Building & Safety – David Hansen (805) 582-8064

7. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

***PROPOSER'S RESPONSE:***
Doug Corcoran – dcorcora@wm.com
Mike Hammer – Mhammer@wm.com
Larry Metter – lmetter@wm.com;

8. Provide documentation or proof of the proposer's worker's compensation experience modification rating.

***PROPOSER'S RESPONSE:***
See Tab G – Attachment 4

9. Initially, proposers must provide the following financial information in the proposal for the proposer or, if a corporate guaranty is to be provided, for the guarantor:
   a. Annual revenue from the most recently completed financial statements;
   b. Current Assets to Current Liabilities ratio (current assets/current liabilities) from the most recently completed financial statements; and,
   c. Total Liabilities to Total Assets ratio (total liabilities/total assets) from the most recently completed financial statements.

In lieu of providing the information requested in bullets 8.a through 8c of this Subsection, public agencies shall report the following:

d. Total revenues and expenses for the proposed landfill for 2019, or for the enterprise fund that manages the proposed landfill.

If selected for further consideration, proposers must be prepared to submit financial statements upon which this requested financial information is based within five (5) business days of the request for the most recently completed fiscal year. All such statements would need to be prepared and presented in accordance with Generally Accepted Accounting Principles applied on a consistent basis, and must include a statement by the chief financial officer of the proposer's company that there has been no material adverse change in conditions or operations, as reflected in the submitted balance sheets, income statements, and cash flow statements, since the date on which they were prepared. If requested to submit financial statements, the proposer may submit a single copy of its financial statements stamped "confidential" with a written request that it be returned to the proposer after the proposal process is complete. The City will attempt to maintain the confidentiality of such a request, although confidentiality cannot be guaranteed.

Prior to award, the selected proposer may be required to submit "reviewed" or "audited" financial statements that demonstrate reasonable financial resources and stability to the satisfaction of the City. If awarded the contract, the financial statements shall remain with either the City or its consultant if requested.

a. ***PROPOSER'S RESPONSE:***
Waste Management's 2019 Annual Revenue was $15,455B ($15.46 Billion)
Waste Management is prepared to submit financial statements upon which this information and the information provided in 9.b and 9.c. are based within five (5) business days of request.

b. ***PROPOSER'S RESPONSE:***
Waste Management's Current Assets to Current Liabilities ratio is as follows:
As of December 2019, Waste Management's Current Assets = $6,209 million. Current Liabilities = $3,144 million. Giving Waste Management a *current asset* ratio of 1.97:1 at the end of 2019.

c. ***PROPOSER'S RESPONSE:***
As of December 2019, Waste Management's Total Liabilities = $20,673 million. Total Assets = $27,743 million. Waste Management's *total liabilities to total assets* was 74.5% at the end of 2019

d. ***PROPOSER'S RESPONSE:***
Waste Management of California, Inc. is not a public agency.

10. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the key organizational personnel that will actively participate and contribute their skills to this project. At a minimum, key personnel shall include the owners (if privately held and not publicly traded), the individual authorized to enter into this disposal agreement for the proposing entity, the general manager for the landfill operations and the primary contract manager (e.g., primary liaison with the City), or other personnel with similar

titles.

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Current Responsibilities
b. Certifications/licenses, if applicable
c. List other pertinent information that will assist in evaluating Proposer's qualifications

***PROPOSER'S RESPONSE:*** See Tab G – Attachment 5

Proposer can add as many sections to this response box as it needs to state all employees providing services.

## Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

**Proposers must address all points in this section.** All responses are in italicized font in the box.

**Summary of Disposal Services**

1. Proposer shall provide an executive summary to introduce its proposal, briefly summarize the proposed disposal services, and optional services (if any), and highlight any unique aspects of its approach. In addition, the executive summary can be used to describe any additional programs, enhancements, or other innovations proposed.

***PROPOSER'S RESPONSE:***
See Tab G Tab 6 – Executive Summary

2. Identify the landfill name, location, owner, and operator. Provide a copy of the Solid Waste Facility Permit.

***PROPOSER'S RESPONSE:***
Simi Valley Landfill and Recycling Center, owned and operated by Waste Management of California, Inc.
See Tab G Attachment 7 for copy of the Solid Waste Facility Permit 56-AA-0007

3. State the permitted and remaining lifetime capacity of the site and the forecasted closure date of the landfill. Provide the average daily tonnage received over the past year and the permitted daily tonnage. Provide the Remaining Life Assessment Report, which is typically submitted annually to CalRecycle by each landfill site.

***PROPOSER'S RESPONSE:***

Permitted Capacity: 119.36 MCY
Remaining Capacity: 80 MCY
Forecasted Closure: 2062
Permitted Daily Tonnage:

- Current permit: 6,000 TPD Disposal, 6,000 TPD Recycle, combined not to exceed 9,250 TPD
- New permit TBD 7/2021: 8,000 TPD Disposal, 8,000 TPD Recycle, combined not to exceed 12,000 TPD

Average daily tonnage 7/1/19 – 6/30/20 (312 operating days) includes current volume from Oxnard

- Disposal 3,800 TPD
- Total 6,300 TPD

See Tab G – Attachment 8 for Annual Status Report

4. Highlight additional capabilities or unique features, if any, of the operations and maintenance activities of the facility (e.g. City vehicles can bypass public lines at the gatehouse, landfill clears access roads of nails and other objects that may puncture tires, additional safety features, etc.)

   See Response below.

***PROPOSER'S RESPONSE:***

Simi Valley Landfill & Recycling Center (SVLRC) is a fully permitted solid waste disposal facility with 40+ years of life and enough daily capacity to manage 100% of Oxnard's municipal solid waste and treated wood. Our key focus is on customer safety, efficiency and environmental compliance. In 2017, our entrance facilities were renovated to include 7 lane entrance / exit Road. A new scale house featuring 4 scales. Scales are equipped with unattended kiosks that allow drivers to self-check in and receive ticket in less than 1 minute. Oxnard Drivers currently use this system from the safety of their truck cab.

Roads to disposal locations are paved or maintained gravel for smooth all weather access. Roads are swept daily and landfill support vehicles are equipped with magnets to remove nails and metal objects. Landfill constructs all-weather working areas to operate safely and efficiently in the rain and wind. SVLRC has had zero closures due to wind, rain or other natural disasters in the last 5 years. Our permit allows SVLRC to open holiday's and Sundays as needed. Our roads feature safety signage to remind drivers of the importance of safety while on site. In addition, regular safety campaigns are held to provide drive safety education. All tipping lanes are separated by barriers to ensure driver safety while dumping and a proactive "All-Stop" system in place to stop unsafe conditions.

SVLRC staff always includes several members that are CPR/First Aid certified should customers, staff and other users/visitors experience an emergency.

In addition to the operational and maintenance features noted above, SVLRC includes many unique features that enhance the local environment and community.

- Nearly 40% of incoming material is diverted from disposal
- SVLRC has been designated a Wildlife Habitat Preserve by the Wildlife Habitat Council
- Pollinator Garden maintained on site to provide native plant pollination access, wildlife nesting and roosting
- More than 400 native plants have been planted around the site
- Educational tours available to all to inform the community of principles of responsible waste and recycling management and to educate interested parties about their local native environment
- Bee boxes are located at the Pollinator Garden to provide homes for bees to pollinate and preserve the native plants nurtured there
- Barn Owl boxes are located throughout the SVLRC to provide safe haven for this majestic species – note: as a bonus, the owls are effective rodent control.
- Bird control is conducted by a local Falconer, thereby eliminating the need for noisy bird guns or cannons
- SVLRC has dedicated 500 acres for open space and wildlife conservation – an additional 326 acres were sold to the Nature Conservancy for additional open space preservation and the protection of a critical wildlife corridor beneath the 118 freeway
- Host Fee that has supported the local free clinic that serves part of the community with the greatest need

In essence, by choosing to use SVLRC for disposal and diversion services, customers not only receive world-class services, they also make an investment in Ventura County's environment and community.

5. Identify operating hours and days for accepting materials, including holidays.

***PROPOSER'S RESPONSE:***

- Permitted: 365 days 6:00 am – 8:00 pm
- Current Operating Hours:
  - Monday – Saturday 6:30 am – 5:30 pm
  - Every 3rd Sunday 10:00 am – 4:00 pm
  - Observe New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

6. If the capacity to be guaranteed to the City relies on an expansion of the landfill and/or some type of permit modification, describe the expansion plans and permit modification process, additional capacity to be constructed, schedule for expansion and permitting process, and status of the expansion plan.

***PROPOSER'S RESPONSE:***
Simi Valley Landfill & Recycling Center (SVL) is a fully permitted solid waste disposal facility with 40+ years of life and enough daily capacity to manage 100% of Oxnard's municipal solid waste and treated wood. No additional permitting required to accept Oxnard's MSW and treated wood. SVL's capacity guarantee to the City does not require any special expansion plans or permit modification.

7. Provide documentation demonstrating financial assurance for closure and post-closure care.

***PROPOSER'S RESPONSE:*** See Tab G – Attachment 9 Financial Assurance

8. Provide a description of how on-site greenhouse gas (GHG) emissions are managed. Describe landfill gas (LFG) capture methods and how the harvested methane is being used.

See Response below:

***PROPOSER'S RESPONSE:***

SVLRC manages GHG emissions in multiple ways at multiple points:

**Landfill gas** is captured through a network of over 240 landfill gas wells. These wells are connected to two Ultra low emission 165 MMBTU/hr flares via piping headers that run along the east and west of the landfill. The landfill gas control system includes a state-of-the-art Sulfur treatment system. The capture and destruction of the landfill and GHGs are conducted according to the site's permit by Ventura County Air Pollution Control District.

**The landfill cover's integrity** is checked monthly via visual inspections. Surface emissions monitoring is conducted quarterly by a third-party firm. Mitigation for any emissions discovered in excess of regulatory and permit limits is immediately initiated. Any areas requiring mitigation are checked for compliance 10-days after being addressed and re-checked 30-days after being addressed to ensure success.

**All heavy equipment** used on-site will be powered with Tier 4 engines as of May 2022 to reduce emissions.

SVLRC has an **Idling Policy** that limits idling time for heavy equipment to no more than 5-minutes to reduce GHG emissions due to non-productive time and the intrinsically less efficient combustion that occurs during idling. All Heavy Equipment Operators at the site are trained on this policy at the start of employment and annually, thereafter.

**Scales** are equipped with unattended kiosks that allow drivers to self-check in and receive ticket in < 1 minute. Oxnard Drivers currently use this system form the safety of their truck cab. This greatly reduces idling time and associated emissions at the scales.

Although it is not part of this proposal, **SVLRC includes green waste processing** that is operated by Agromin, a local composter/soil product firm. All incoming green waste is diverted to this operation for cleaning and grinding before being shipped to Agromin's compost operation in Oxnard. This operation has been in place since 1994, keeping many thousands of tons of green material out of the landfill, thereby reducing GHG.

Additionally, although **recyclables management** is not technically part of this proposal, SVLRC is a transloading site for recyclables collected from residential and commercial recycling programs. Residual from the sorting operations at the SVRP will be sent to SVLRC for disposal. After dumping the SVRP residual at the working face, transfer trucks will proceed to the recyclable transfer pad to be loaded with newly collected recyclables from Ventura County recycling routes for transport to the SVRP for sorting. This very efficient closed-loop practice limits or eliminates empty truck trips, thereby reducing GHG emissions that would otherwise occur.

**Leachate** generated at the site is treated through activated carbon and used onsite for dust control over the waste column in lined areas. **Gas condensate** is reinjected at the working face. By managing these two liquids onsite, we have eliminated the need for transport to a POTW and the GHG emissions associated with such transport.

9. Provide a written commitment guaranteeing capacity (on a daily basis and annual basis) for the City's solid waste throughout the term of the Future Agreement for disposal services and optional services, if any are proposed. Proposers who are not capable of receiving all of the solid waste tonnage from Del Norte shall indicate the maximum disposal capacity that they are capable of guaranteeing throughout the term of the Future Agreement. If the proposed facility(ies) or service(s) is (are) not owned and operated by the proposer, the proposer shall include a letter of commitment from the owner/operator (subcontractor) guaranteeing capacity.

***PROPOSER'S RESPONSE:***
Subject to force majeure or other events beyond its reasonable control, Waste Management of California, Inc. guarantees that it will have the capacity to accept residual Municipal Solid Waste from the Del Norte Facility or other facility on a daily and annual basis during the term of the Agreement in such volumes as may be agreed upon by the City and Proposer. SVLRC has available capacity for all of Oxnard's MSW, Treated Wood and Food Waste volume that is the subject of this RFP immediately.

**Summary of Optional Services**

1. Identify proposer's capabilities, if any, for providing biosolids disposal. If offering to handle biosolids, please describe the facility(ies) capabilities in terms of handling biosolids that have / have not been mixed with solid waste and specify the minimum and maximum moisture content. Additionally, please identify any capacity restrictions.

***PROPOSER'S RESPONSE:***
Waste Management of California Inc.'s proposal does not include and biosolids management.

2. Identify proposer's capabilities, if any, for providing treated wood disposal services. Additionally, please identify any capacity restrictions.

See Response below:

***PROPOSER'S RESPONSE:***

SVLRC is permitted for and accepts treated wood (e.g., power poles, railroad ties, etc.) for disposal. It is included in our proposal. Environmental staff review the material profile provided for compliance with our permits and applicable regulations before approval to accept is issued. Treated Wood loads must be accompanied by a manifest that is consistent with the profile information. SVLRC submits semi-annual reports regarding receipt of treated wood loads to the Department of Toxic Substances control.

Treated wood is managed with incoming Commercial MSW. Site Safety Rules for dumping at the "working face" separate the general public from all commercial vehicles and treated wood loads. Treated wood is incorporated into the waste where it remains sequestered within the waste column.

Constituents contained within treated wood such as Copper, Arsenic and volatile organic compounds are among the constituents monitored for in the site's groundwater monitoring program.

SVLRC requests volumes exceeding 100 TPD are scheduled as far in advance as practical so that site personnel can ensure safe and efficient off-loading. Once accepted for disposal, treated wood loads will be required to weigh-in at the scales. If truck tare weights are already known and recorded in the SVLRC system, the vehicle carrying the treated wood will not be required to weigh-out. If tare weights are not recorded in the SVLRC, the delivery vehicle will be required to weigh-out to establish an accurate payload weight for the purposes of charges and reporting.

3. Identify proposer's capabilities, if any, for diverting greenwaste. At a minimum, please include the diversion process (e.g. wind row composting, aerated static pile composting, anaerobic digestion, etc.) and the available capacity.

***PROPOSER'S RESPONSE:***

Waste Management of California, Inc.'s proposal does not include green waste diversion.

4. Identify proposer's capabilities, if any, for diverting food waste. At a minimum, please include the diversion process (e.g. aerated static pile composting, anaerobic digestion, etc.) and the available capacity.

See response below.

***PROPOSER'S RESPONSE:***

Waste Management of California, Inc. offers "cutting edge" technology to establish its capability for food waste diversion. Food Waste processing will be performed by an affiliate, Waste Management Recycling and Disposal Services of California, Inc. dba Sun Valley Recycling Park (SVRP), located at 9227 Tujunga Ave. Sun Valley, CA 91352. SVRP is a state-of-the art recycling facility that will be operational in October 2020. It will have the capacity to process over 200 TPD of food waste, with room to grow. As part of our proposal to this RFP, Oxnard vehicles would deliver food waste directly to SVRP. The distance to SVRP from Del Norte is noted in Tab F.

At the SVRP, loads of food waste and other organics will be dumped separately from MSW and Recyclables, then loaded into an OREX press. The OREX will separate organic material from the non-organic material in unprocessed loads using a hydraulic press that essentially extrudes organic material through a heavy-duty metal screen. Separated organic material will be transferred to an anaerobic digestion facility in Rialto where it will be mixed into a slurry and converted into renewable natural gas.

As a back-up facility, Waste Management of California, Inc. affiliate, South Valley Compost in Tulare County, can receive the separated organic material for incorporation into its compost windrows. As a second back-up facility, our affiliate, Orange MRF can accept separated food waste for processing as described below in Tab E, 2.

5. Identify proposer's capabilities, if any, for diverting bulky wood. At a minimum, please include the diversion process and available capacity.

***PROPOSER'S RESPONSE:***

Waste Management of California, Inc.'s proposal does not include bulky wood diversion.

6. Identify proposer's capabilities, if any, for the beneficial reuse of concrete. At a minimum, please include the diversion process and available capacity.

***PROPOSER'S RESPONSE:***

Concrete is crushed using heavy equipment on-site and beneficially used for roads base and wet weather access and dumping. There is a size limit for incoming material of 24" minus. Concrete delivered by Oxnard will be beneficially used as described. The starting rates for concrete under this proposal would be $28.70/ton, (note: the rate sheets in the RFP do not include concrete. SVLRC will accept up to 20,000 tons per year from Oxnard.

7. Identify proposer's capabilities, if any, for LNG, CNG or RNG fueling of transfer trailers or collection vehicles onsite.

***PROPOSER'S RESPONSE:*** Waste Management of California, Inc.'s proposal does not include any provision for fueling transfer trailers or collection vehicles.

**Emergency Services**

In the event of major accidents, disruptions, or natural calamities, the City is interested in knowing what plans are in place for (i) the proposed facility(ies) if the facility(ies) is damaged, and (ii) handling disaster materials delivered to the facility(ies) by the City and surrounding cities.

1. Describe disaster plans if the facility(ies) are damaged.

***PROPOSER'S RESPONSE:***
In the event of emergency where SVLRC is damaged or unavailable due to natural disaster, we are uniquely positioned with flexibility onsite and access to a network of affiliated facilities in the greater LA area (Sun Valley, Palmdale, Lancaster) to divert MSW and treated wood for disposal.

a. Scale systems: SVLRC is equipped with back-up power to operate if electrical utilities are not available and can process manual tickets onsite or remotely. If needed.
b. Additionally, SVLRC will accept disposal tickets generated at Oxnard's Del Norte Transfer Station
c. Landfill disposal areas: SVLRC keeps multiple disposal locations on-site available for disposal in the event that one or another becomes inaccessible for any reason
d. Equipment personnel: SVLRC has the unique ability to pull equipment and personnel from locations in the greater LA area as well nationally. In addition, we have service agreements with equipment rental companies, contractors and temporary personnel agencies.

2. Describe the plan for handling disaster materials if the City and other surrounding cities deliver disaster materials to the proposed facility(ies).

***PROPOSER'S RESPONSE:***

SVLRC's permits and infrastructure allow for sudden high volumes in the event of declared emergencies. We have a track record of quickly receiving waivers from local agencies to accept high volumes and extend operating hours as allowed by regulation. We can add scales, equipment and personnel on short notice. Most recently, during the Woolsey Fire clean-up we added 3 scales, brought in equipment and personnel from throughout the country to assist in managing fire debris. We did this while maintaining the safety and efficiency of all site operations. Efforts to divert eligible recyclables, inerts, wood and green materials will be made as appropriate and in consultation with Oxnard and other agencies with authority during Emergency/Disaster conditions.

The key to successful disaster response is communication with municipalities and agencies. At the first opportunity, SVLRC staff reach out to municipalities and government agencies to inform them of our capabilities. Our long history of confronting and managing disaster events goes back to the Northridge Earthquake when we quickly obtained necessary permit hours and limit waivers to accommodate the intense need for disposal and recycling capacity. This experience helped to prepare us for the demands many years later created by the Woolsey Fire. At a minimum, our plan includes:

- Assessment of site condition and immediate capabilities, initiate necessary repairs as appropriate
- Inform the LEA and CalRecycle of the site's condition
- Contact municipalities and government agencies including elected officials, public works staff, first responders, etc. to inform them of our capabilities and availability
- With stakeholders, assess the disposal and other support needs created by the disaster
- With stakeholders, develop the specific plan for responding to the particular disaster
- Seek any permit waivers necessary to increase availability for disaster material delivery
- Reach out throughout the Waste Management of California, Inc. network of affiliates to secure additional equipment and personnel as needed

3. Identify what capabilities, if any, the proposer has to handle disaster materials (including building materials) that would have to be delivered to a Class I disposal facility.

***PROPOSER'S RESPONSE:***

During declared emergencies the State can allow exceptions for certain types of disaster materials to be accepted into class III facilities that would be prohibited under normal conditions. We work closely with agencies to obtain all required approvals and permits. Waste Management also has a vast network of facilities and transporters that can manage most waste streams generated during an emergency, including access to an affiliated Class I site in Kings County, if needed. In addition, SVLRC has another affiliate, Enviroserv, that specializes in safe handling and clean-up of Class I material should such services be required.

## Tab E - References

All Proposers must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

| Reference 1 | |
|---|---|
| Company name: | City of L.A. Dept of Public Works, Bureau of Street Services |
| Address: | 1149 South Broadway, 4th Floor, Los Angeles, CA 90015 |
| Contact person: | Pam Ostrander |
| Email address: | Pamela.Ostrander@lacity.org |
| Telephone address: | 213-847-2811 |
| Project name: | City of L.A. Dept of Public Works |
| Dates worked performed: | 01/01/2020 – 12/31/2023 |
| Summary of scope of services: | Disposal |
| Project cost: | $50,000 |

| Reference 2 | |
|---|---|
| Company name: | City of Culver City |
| Address: | 9255 W. Jefferson Blvd, Culver City, CA 90232 |
| Contact person: | Kim Braun |
| Email address: | Kim.braun@culvercity.org |
| Telephone address: | 310-253-6421 |
| Project name: | City of Culver City |
| Dates worked performed: | 01/01/2019 – 12/31/2023 |
| Summary of scope of services: | MSW Disposal |
| Project cost: | $1.35M |

| Reference 3 | |
|---|---|
| Company name: | Agromin |
| Address: | 201 Kinetic Drive, Oxnard, CA 93030 |
| Contact person: | Bill Camarillo |

| | |
|---|---|
| Email address: | bill@agromin.com |
| Telephone address: | 805-207-5650 / 805-485-9200 |
| Project name: | Organics and C&D Recycling |
| Dates worked performed: | Since December 1993 |
| Summary of scope of services: | Organics and C&D Recycling |
| Project cost: | $1M Annually |

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

**PROPOSER'S RESPONSE:** See Tab G – Attachment 10

2. Provide a brief description of proposer's experience, providing comparable disposal service and optional services to municipal agencies in California. Include subcontractor's experience as well.

**PROPOSER'S RESPONSE:**

SVLRC staff has extensive experience providing comparable disposal and optional service that are part of this proposal to multiple municipal agencies. In addition to the current contract with the City of Oxnard, during his 30+ year career, Senior District Manager Scott Tignac has overseen MSW disposal contracts with the cities of Culver City, Santa Monica and Los Angeles (which contract required management of 3,000 TPD). The current team at SVLRC has consistently and reliably managed contracts with Culver City and Los Angeles. Through its affiliates, SVLRC has access to a multitude of other managers that also have decades of experience managing municipal disposal contracts such as one with the City of Ontario. Treated wood disposal is often an element of such municipal agency contracts. SVLRC has the most experience of the Waste Management network with such material. Receipt and beneficial reuse of concrete is also a regular part of such contracts.

Food waste processing is a relatively new element to the industry. Waste Management of California, Inc. affiliates have multiple food waste diversion programs largely through franchises agreements with individual municipalities, including Los Angeles, Manhattan Beach, Laguna Beach, among others. To divert the food waste, we collect under the franchises, we have been at the forefront of the Southern California implementation of food waste processing development with our CORe facility at our MRF in the City of Orange. At the CORe, we process food waste into an engineered bioslurry for injection into POTW digesters. For the better part of a decade, we have maintained a contract with the Los Angeles Sanitation Districts (LACSD) whereby the engineered bioslurry produced at the CORe is transported to the LACSD POTW digesters in the City of Carson. This pilot program has been so successful, LACSD has invested in their own equipment to produce slurry to supplement the material produced by Waste Management.

3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

**PROPOSER'S RESPONSE:**

Waste Management of California, Inc. has no history of failing or refusing to complete a contract.

## Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Two rate proposal forms for disposal services and government fees are separate attachments discussed in the solicitation and are located on the Public Purchase website. The following considerations shall be reviewed by the proposer and reflected in the proposed rates.

1. **Contractor Component**. When completing the rate proposal form, the "contractor component" shall cover all costs associated with owning, operating, and maintaining the facility. It shall include all costs for day-to-day operations; maintenance; environmental and regulatory monitoring and compliance; and, for landfills, closure and post-closure maintenance, etc.
2. **Government Component**. The "government component" shall reflect all per-ton rates/fees assessed by various governmental or regulatory agencies including the State, local enforcement agency, County, etc. Proposer shall use Section E of the rate proposal form to itemize each of the fees included in the government component of each rate. The "total government component" calculated in Section E shall match the "government component entered in Sections A and B
3. **Disposal Rate**. When completing the proposed landfill disposal rates, proposer shall complete Section A of the rate proposal form. Proposer shall present a "stand-alone" disposal rate reflecting the pricing if the City selected the proposer to provide only disposal service and not any other enhanced services. Proposer shall present seven disposal rates for the five (5) year term– (i) a rate that reflects receipt at the disposal site of 10% of solid waste to be delivered from the City, (ii) a rate that reflects receipt at the disposal site of 23% of solid waste to be delivered from the City, (iii) a rate that reflects receipt at the disposal site of 33% of solid waste to be delivered from the City, (iv) a rate that reflects receipt at the disposal site of 50% of solid waste to be delivered from the City, (v) a rate that reflects receipt at the disposal site of 67% of solid waste to be delivered from the City, (vi) a rate that reflects receipt at the disposal site of 90% of solid waste to be delivered from the City, (vii) a rate that reflects receipt at the disposal site of 100% of solid waste to be delivered from the City. If proposer lacks sufficient capacity to guarantee capacity for any of these options, please indicate this by

placing the words "capacity guarantee unavailable" in the notes column.

4. **Rates for Optional Services (Optional)**. At the proposer's option, proposer may propose rates for optional services for which they have existing capabilities to provide to the City and can commit to providing to the City at the start of the Future Agreement. In such case, proposer shall complete Section B of the rate proposal form for each type of material it proposes to handle and service, along with the proposed per-ton rate (e.g., biosolid disposal). Proposer shall present rates assuming these optional services may be contracted separately from disposal services. If a proposer is planning to develop the capabilities to provide optional services in the future, proposers, if short listed, will be able to provide detail on the development of these services during the contract negotiation phase of the RFP process.

5. **Vehicle Turnaround Time**. In Section C of the rate proposal form, proposer is required to present the average vehicle turnaround time and the maximum vehicle turnaround time at the facility for solid waste and any optional services provided (which is the time measured from the time a vehicle enters the landfill property until it exits that landfill property).

6. **Disposal Site Distance from City Facilities**. Proposers shall enter the distance of their facility(ies) from the Del Norte Facility and New-Indy Containerboard. The Evaluation Committee will utilize the distance from landfill to estimate the transportation costs per ton based on round-trip time to/from the landfill (inclusive of turnaround time) multiplied by the City's hourly operating cost. The transportation cost will then be added to the disposal cost to determine the total cost per ton for evaluation purposes.

# Rate Proposal Form

**City of Oxnard's RFP for Solid Waste Disposal and Additional Material Handling Services**

**Rate Proposal Form**

**(Valid November 15, 2020 through November 14, 2025)**

| Material | Contractor Component | Government Component (a) | Total Rate | Maximum Vehicle Turnaround Time (min) | Notes (Optional) |
|---|---|---|---|---|---|
| A. Landfill Disposal Rates ($/ton) | | | | | |
| Solid waste - 10% of solid waste | $24.17 | $6.93 | $33.00 | 45 | |
| Solid waste - 23% of solid waste | $23.62 | $6.93 | $32.00 | 45 | |
| Solid waste - 33% of solid waste | $23.07 | $6.93 | $31.00 | 45 | |
| Solid waste - 50% of solid waste | $23.07 | $6.93 | $30.00 | 45 | |
| Solid waste - 67% of solid waste | $23.07 | $6.93 | $30.00 | 45 | |
| Solid waste - 90% of solid waste | $23.07 | $6.93 | $30.00 | 45 | |
| Solid waste - 100% of solid waste | $23.07 | $6.93 | $30.00 | 45 | |
| B. Rates for Other Material Handling Services ($/ton) (b) | | | | | |
| Special material - biosolids | $0.00 | $0.00 | $0.00 | 0 | **No Bid** |
| Special material - treated wood | $75.47 | $6.93 | $82.40 | 45 | |
| Special material - greenwaste diversion | $0.00 | $0.00 | $0.00 | 0 | **No Bid** |
| Special material - food waste diversion | $124.29 | $0.71 | $125.00 | 60 | **Disposal rate for food waste delivered to Sun Valley Recycle Park** |
| Special material - bulky wood diversion | $0.00 | $0.00 | $0.00 | 0 | **No Bid** |

C. Vehicle Turnaround Time

| Description | Solid Waste | Biosolids (optional service) | Treated Wood (optional service) | Greenwaste (optional service) | Food Waste (optional service) | Concrete (optional service) | Bulky wood (optional service) |
|---|---|---|---|---|---|---|---|
| Average vehicle turnaround time (minutes) | 30 | 0 | 30 | 0 | 60 | 30 | 0 |
| Maximum vehicle turnaround time (minutes) | 45 | 0 | 45 | 0 | 75 | 45 | 0 |

Notes: Should the City elect to include tippers in the contract, turn-around times might be affected. It is expected that the parties will coordinate schedules for tipper loads to minimize crowding

D. Disposal Site Distance From City Facilities (c)

| Disposal Site | Distance from Del Norte (miles) | Distance from New-Indy Containerboard (miles) | Notes (optional) |
|---|---|---|---|
| Waste Management Simi Valley Landfill and Recycling Center | 24.3 | 29.1 | |
| Waste Management Sun Valley Recycle Park | 51.2 | N/A | Foodwaste Diversion |

(a) The "Government Component" shall reflect all per-ton rates/fees assessed by various governmental or regulatory agencies including the State, local enforcement agency, County, etc.
(b) Rates for other material handling services shall only be provided if (i) the proposer has existing capabilities to provide these services; and, (ii) the proposer is able to commit to the providing these services to the City at the start date of the agreement.
(c) The Evaluation Committee will utilize the distance from landfill to estimate the transportation costs per ton based on round-trip time to/from the landfill (inclusive of turnaround time) multiplied by the City's hourly operating cost. The transportation cost will then be added to the disposal cost to determine the lowest total cost per ton for evaluation purposes.

| Section E: Government Fees | Required Information | Optional (provide information on other material handlings services listed in Section B.) | | | | | Notes |
|---|---|---|---|---|---|---|---|
| (proposer to list each fee below) | Solid Waste | Biosolids | Treated Wood | Greenwaste | Foodwaste | Bulky Wood | |
| California Recycling Fee | $1.40 | $0.00 | $1.40 | $0.00 | $0.00 | $0.00 | |
| Ventura County Solid Waste Fee | $3.31 | $0.00 | $3.31 | $0.00 | $0.00 | $0.00 | |
| Ventura County Waste Control Fee | $1.17 | $0.00 | $1.17 | $0.00 | $0.00 | $0.00 | |
| Ventura County Integrated Waste Mgt | $0.05 | $0.00 | $0.05 | $0.00 | $0.00 | $0.00 | |
| City of Simi Valley Host Fee | $1.00 | $0.00 | $1.00 | $0.00 | $0.00 | $0.00 | |
| LA County Clean Air Incentive Fee | $0.00 | $0.00 | $0.00 | $0.00 | $0.30 | $0.00 | |
| LA City and County Fees | $0.00 | $0.00 | $0.00 | $0.00 | $0.41 | $0.00 | |
| Total Government Component (a) | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | |

(a) The Total Government Component must equal the Government Component presented on the Rate Proposal Form.

## Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Proposer's Response box as the example shows below:

**Below is an example:**

### Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

***PROPOSER'S RESPONSE:*** Located in "Attachment 1"

2. Proof of non-profit status, if applicable

***PROPOSER'S RESPONSE:*** Located in "Attachment 2"

Tab G - Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Proposer's response box with the words "See Tab G." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

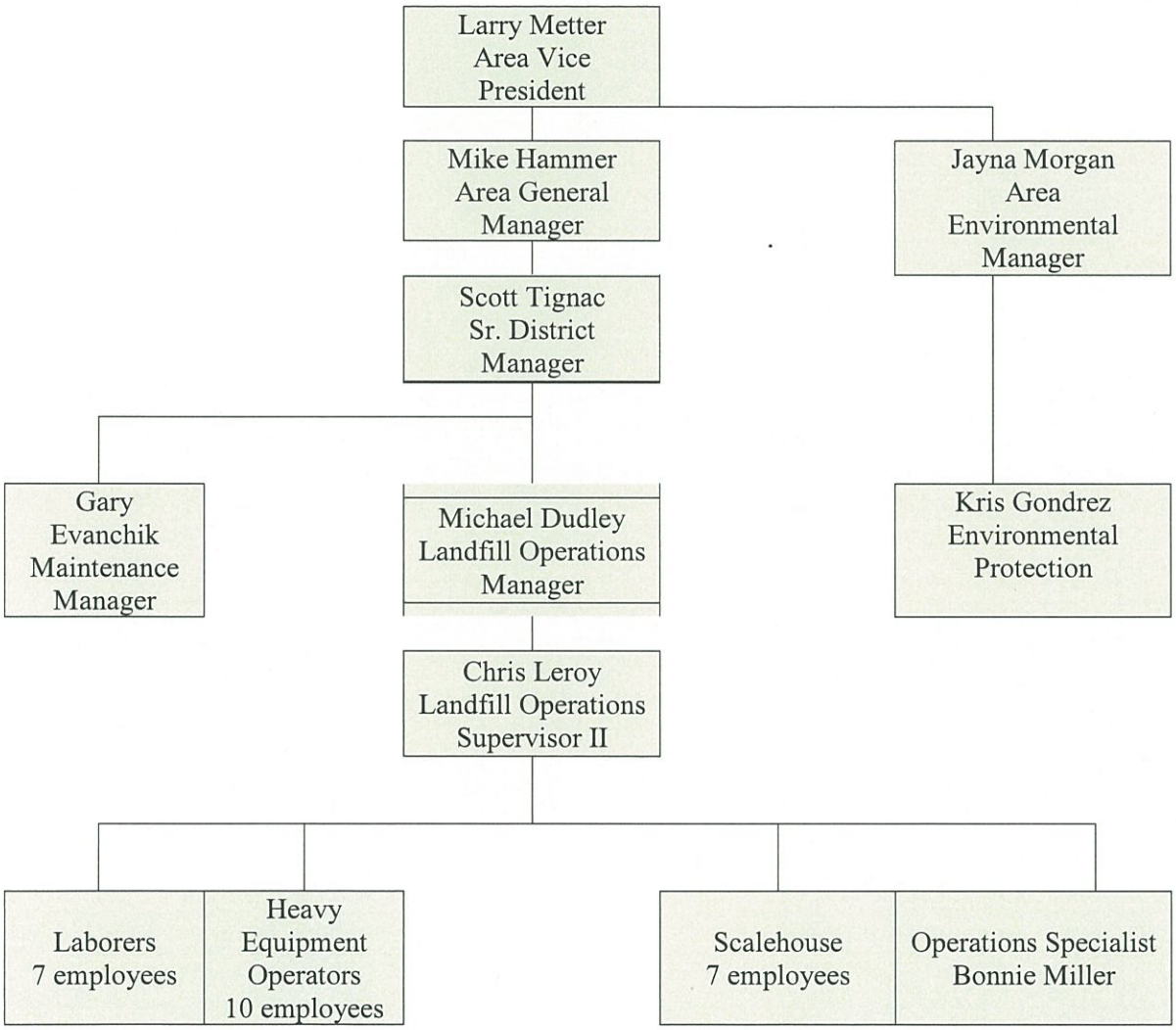
## Attachment 1 – Index Listing


| Attachment Number | Document Title | Page Number |
|---|---|---|
| Attachment 1 | Index Listing of Attachments | 34 |
| Attachment 2 | **Tab C - Company Profile Experience**<br>C 2.c Organizational Chart | 35 |
| Attachment 3 | **Tab C. Company Profile Experience**<br>C.4 Confidential Disclosure | 36 |
| Attachment 4 | **Tab C. Company Profile Experience**<br>C.8. Worker's Compensation Experience Modification Rating | 37 |
| Attachment 5 | **Tab C. Company Profile Experience**<br>C.10 Credentials / Resumes / Certifications / Licenses | 38-43 |
| Attachment 6 | **Tab D. Scope of Services**<br>D.1 Executive Summary | 45 |
| Attachment 7 | **Tab D. Scope of Services**<br>D.2 Solid Waste Facilities Permit | 46 |
| Attachment 8 | **Tab D. Scope of Services**<br>D.4 Annual Status Report | 47 |
| Attachment 9 | **Tab D. Scope of Services**<br>D.7 Financial Assurance - California Performance Bond, Rider to Bond | 48-59 |
| Attachment 10 | **Tab E. References**<br>E.1 List of awarded contracts in last 3 years | 50 |

**Attachment 2 – Tab C 2 - Company Profile Experience - Organizational Chart**

**Simi Valley Landfill and Recycling Center**

## ORGANIZATIONAL CHART



Tab G - Attachment 2

**Report Name :** Management Structure
**Filtered By :** --
**Exported By :** Helen Szeto
**Exported On :** 7/16/2019
**Entity Name:** Waste Management of California, Inc.

| Name | Title | Title Role | Role Start | Last Elected |
|---|---|---|---|---|
| Metter, Larry W. | Director | Director | 6/2/2014 | 6/5/2019 |
| Skolnick, Barry S. | Director | Director | 6/2/2014 | 6/5/2019 |
| Tippy, Courtney A. | Director | Director | 11/10/2014 | 6/5/2019 |
| Metter, Larry W. | President - Southern California Area | Officer | 9/1/2012 | 6/5/2019 |
| Skolnick, Barry S. | President - Northern California Area | Officer | 9/1/2012 | 6/5/2019 |
| Cassin, Joseph J. | Vice President | Officer | 2/17/2003 | 6/5/2019 |
| Corcoran, Douglas E. | Vice President | Officer | 6/3/2004 | 6/5/2019 |
| Demolder, Peter J. | Vice President and Assistant Secretary | Officer | 9/1/2012 | 6/5/2019 |
| Lockett, Mark A. | Vice President and Assistant Treasurer | Officer | 9/1/2012 | 6/5/2019 |
| Nagy, Leslie K. | Vice President, Chief Financial Officer and Controller | Officer | 11/29/2017 | 6/5/2019 |
| Reed, David L. | Vice President and Treasurer | Officer | 7/31/2017 | 6/5/2019 |
| Stratton, David J. H. | Vice President and Assistant Secretary | Officer | 9/1/2012 | 6/5/2019 |
| Tippy, Courtney A. | Vice President and Secretary | Officer | 11/10/2014 | 6/5/2019 |
| Tsai, S. John | Vice President and Assistant General Counsel | Officer | 3/12/2004 | 6/5/2019 |
| Wilson, James A. | Vice President | Officer | 9/26/2014 | 6/5/2019 |
| Bennett, Jeff R. | Assistant Treasurer | Officer | 7/31/2017 | 6/5/2019 |
| Bohn, Jason C. | Assistant Secretary | Officer | 6/5/2019 | -- |
| Finley, Catherine Riegle | Assistant Secretary | Officer | 11/10/2014 | 6/5/2019 |
| Khajetoorians, Asteghik | Assistant Secretary | Officer | 6/5/2019 | -- |
| Longo, Robert E. | Assistant Secretary | Officer | 11/10/2014 | 6/5/2019 |

**Attachment 3 – Tab C.4**
**Confidential Disclosure**

Confidential –Business Proprietary/Trade Secret Information
Not a Public Record – Not to be Disclosed to Public

Waste Management is a nationwide company operating hundreds of waste processing sites and facilities across the country through several different subsidiaries and affiliates. The information provided in the enclosed disclosures has been limited to Los Angeles, Ventura and Santa Barbara counties. Additional information is available upon request.

| Date | Jurisdiction | Amount | Description | Policy Changes |
|---|---|---|---|---|
| 11/12/2019 | CALOSHA | $5,620.00 | The facility was randomly inspected under the state's High Hazard Industry program | Corrected during Inspection. |
| 3/26/2019 | Ventura County Air Pollution Control District | $2,000.00 | Maintenance of surface emissions at less than 500 ppm Methane on MSW landfill surface. | Returned to compliance within 10 days of the inspection and verified by Air Pollution Control District |
| 3/19/2018 | Ventura County Air Pollution Control District | $1,000.00 | Maintenance of surface emissions at less than 500 ppm Methane on MSW landfill surface. | Returned to compliance within 10 days of the inspection and verified by Air Pollution Control District |
| 11/24/2017 | Department of Industrial Relations | $12,230.70 | Wage Claim | N/A |
| 4/27/2017 | Ventura County Air Pollution Control District | $3,500.00 | Failure to Meet Landfill Component Leak Threshold & Failure to Meet Landfill Surface Leak Threshold | Returned to compliance within 10 days of the inspection and verified by Air Pollution Control District |
| 3/11/2016 | Ventura County Air Pollution Control District | $3,500.00 | Failure to Meet Landfill Surface Leak Threshold | Returned to compliance within 10 days of the inspection and verified by Air Pollution Control District |
| 10/2/2015 | Department of Industrial Relations | $7,500.00 | Wage Claim | N/A |

**Attachment 4 – Tab C.8**

**Worker's Compensation Experience Modification Rating**

LOCKTON

Waste Management and all entities/divisions 1001 Fannin,
Suite 4000
Houston, TX 77002

RE:Experience Modifier

To Whom It May Concern:

This letter will confirm the current Experience Modifier for Waste Management and all entities/divisions for 2020, plus the past five years:

| Rating Effective | EMR |
|---|---|
| 01/01/2020 – 01/01/2021 | .84 |
| 01/01/2019 – 01/01/2020 | .79 |
| 01/01/2018 – 01/01/2019 | .79 |
| 01/01/2017 – 01/01/2018 | .82 |
| 01/01/2016 – 01/01/2017 | .79 |
| 01/01/2015 – 01/01/2016 | .74 |

If you have any questions regarding the above, please do not hesitate to contact me. Regards,

Justianna Thai
Assistant Account Manager

LOCKTON COMPANIES, LLC
Insurance and Risk Management Specialists 3657
Briarpark Drive, Suite 700
Houston, TX 77042
713-458-5200 / FAX 713-458-5299

**Attachment 5 – Tab C 10 – Company Profile Experience**

**Name: Larry Metter**
**Email:** lmetter@wm.com
**Experience:**
Larry Metter is the Area President for Waste Management in the Southern California Area, comprising of Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Fresno, Kern, Kings, Tulare, Madera, Riverside, San Bernardino, San Diego and Orange Counties as well as the entire Hawaii region. Larry is responsible for the overall leadership, the strategic direction of the Market Area, and in leading Waste Management in Southern California in a new successful, sustainable direction.

Prior to taking the lead in the Southern California, Larry's work history at Waste Management included Vice President of Operations for the Western Group, Vice President of the Sacramento, Nevada, and New Mexico Market Areas and the Director of Health and Safety for the Western Group.

Prior to joining Waste Management, Larry spent nearly 25 years in the airline industry at American Airlines, where he held numerous leadership positions, including Managing Director of Operations, Regional Managing Director of Florida and the Caribbean, and Managing Director of the Raleigh Durham Hub.

**Name: Scott Tignac**
**Email:** Stignac@wm.com
**Experience**
Scott Tignac has over 33 years in the solid waste, landfill and recycling industry. He has worked in areas such as Landfill Management and Operations, Organics Recycling, Construction and Demolition Recycling, tire and asbestos management and Landfill gas-to-energy

Scott serves at a Sr District Manager for Simi Valley Landfill and Recycling Center. Some of his duties include manage day-to-day landfill operations; provide daily support to managers to ensure operational efficiency and budget performance; monitor budget and operating metrics while diagnosing and improving processes, procedures and performance to ensure budgets are met; execute the Market Area's strategic capital budget, ensuring effective use of the budget through asset allocation; implement necessary controls to ensure safety and compliance with Company, OSHA and other standards and regulations; oversee personnel needs including selecting, coaching, disciplining and training employees and evaluating employee performance; and formulate and implement both short-term and long-term goals and action plans in conjunction with Market Area GM and/or Director of Operations.

**Attachment 5 – Tab C 10 Company Profile Experience *continued***

**Education**
**Royal High School, Simi Valley CA.**
**California Lutheran University**; Thousand Oaks, CA

BA degree Business Management

**Proficiencies/Certifications/Military Awards/Honors/Awards**

- *Waste Management Landfill Manager Training Class of 2007*
- *Waste Management Air Compliance and LFG System Operation 2000*
- *CPR/AED and First Aid 2014*
- *Microsoft Office Suite*
- *Board of Directors; Simi Valley Boys and Girls Club since 2004*
- *Member Simi Valley Kiwanis Club*
- *Committee Member Sustainable Simi Valley*
- *Graduate Simi Valley Chamber Leadership 2008*
- *Heavy equipment trainer/operator*
- *Trenching and Shoring Competent Person (expired)*
- *Proficient in applicable safety programs and ensuring implementation and compliance*
- *Proficient in environmental regulations pertaining to the operation of solid waste disposal and recycling facilities*

Name: **Michael Dudley**
Email: Mdudley1@wm.com

**Experience**
Michael Dudley has over 15 years in the solid waste, landfill and recycling industry. He worked as an operator at multiple landfills before being promoted to Operations Manager.

Michael serves as Operations Manager for Simi Valley Landfill and Recycling Center. Some of his duties include managing the day-to-day operations of the landfill, verifying proper cover placement in accordance with regulations, ensuring gas and leachate operations are operating efficiently and in compliance, provide resources for the landfill personnel to complete their daily workloads, schedule shifts for employees while maintaining coverage and managing overtime, responsible for employee hiring and proper on-boarding with new employees, training employees on WM safety policies and equipment operations ensuring site is in compliance with OSHA standards and regulations, QC with contractors to confirm work is being done appropriately, and support DM with responsibilities related to the MA and the landfill.

**Attachment 5 – Tab C 10 Company Profile Experience *continued***

**Education**
Horizon High School; Scottsdale, AZ
Ashford University; San Diego, CA
BA degree Business Management

**Proficiencies/Certifications/Military Awards/Honors/Awards**
*SWANA certified – 2013*
*CPR/AED and First Aid – 2019*
*Market Area HEO Trainer*

**Name: Kristopher Gondrez**
**Email:** Kgondrez@wm.com

**Experience**
Kris Gondrez has over 10 years in the Environmental Health and Safety regulations in California. He has worked in areas such as Landfill regulatory management, Hazardous Materials/Waste inspector, Environmental Health and Safety Manager for Aerospace Manufacturing, Storm Water and Underground Storage Tank Management.

Kris serves as Environmental Manager for Simi Valley Landfill and Recycling Center. Some of his duties include managing permits for the landfill. Serving as liaison for local and state regulators to the landfill. Train employees on Environmental programs. Document and file required reporting to oversight agencies. Review and update environmental programs and plans. Files and maintains all permits related to landfill operations. Assist landfill operations as needed.

**Education**
Simi Valley High School, Simi Valley CA.
California State University of Northridge; Northridge, CA
BS degree Environmental and Occupational Health

**Proficiencies/Certifications/Military Awards/Honors/Awards**

- *Manager of Landfill Operations*
- *ICC UST Inspector, ICC UST System Operator*
- *Cal EPA ASPA Inspector*
- *Qualified Industrial Storm Water Practitioner (QISP)*
- *Microsoft Office Suite*
- *Proficient in applicable safety programs and ensuring implementation and compliance*
- *Proficient in environmental regulations pertaining to the operation of solid waste disposal and recycling facilities*

**Attachment 5 – Tab C 10 Company Profile Experience *continued***

**Name: Jayna Morgan**
**Email:** jmorga12@wm.com

**Experience**

Jayna Morgan is an environmental planner with over 29 years of experience of permitting and environmental compliance. She has been involved in public and private sector projects including; major infrastructure, commercial and mixed- use developments, landfill expansions, master planned communities, and EPA superfund sites. Her project experience includes the management and preparation of NEPA and CEQA environmental documentation, entitlement processing at the Local, State and Federal level, and solid waste permitting. She has an expertise in working on controversial multi- disciplinary projects that involve multiple agencies and interested parties. Since joining WM, she has been the Environmental Protection (EP)Manager for the Southern California Market Area Team. She and her team of 6 EP Specialists, perform Environmental Compliance support for 52 sites/districts in SoCal; including 6 MA Landfills, Material Recycling Facilities (MRFs), hauling companies (including a small load hazardous waste hauler), transfer stations and a medical waste management facility. Her team's Environmental Compliance responsibilities include but are not limited to preparation/review of required environmental reports for internal or external audiences, maintaining reports/plans to accurately reflect site/district functions and monitoring/recordkeeping of site operations in accordance with local, state, and federal regulatory requirements. The EP team also serve as site/district EP contacts regarding incident notifications for AOC's and NOV's, environmental audits, CYCLE task completion and permit renewals and or new applications.

**Education**

Villa Park High School, Villa Park CA.
University of California, Irvine, CA
BA degree Social Ecology/Environmental Planning

**Attachment 5 – Tab C 10 Company Profile Experience *continued***

**Proficiencies/Certifications/Military Awards/Honors/Awards**

- Proficient in training on new company policies and procedures under the Company's Environmental Management System (EMS)
- Proficient in Conduction Annual MA Stormwater training per State's Industrial General Permit (IGP) regulations/requirements.
- Certified Project Manager, International Association for Continuing Education and Training (IACET)
- Association of Environmental Professionals (AEP)
- American Planning Association (APA)

**Attachment 5 – Tab C 10 Company Profile Experience *continued***

## CERTIFICATIONS FOR HEAVY EQUIPMENT OPERATORS

| Employee | Job Title | Training Certifications |
|---|---|---|
| Ayala, Aaron (085094) | 1063-Primary Heavy Equip Operator III | ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator |
| Buchholz, Joseph (264624) | 2080-Heavy Equip Mechanic Sr | ILT: Heavy Equipment Training Series: Wheel Loader |
| Carle, Michael (286782) | 1080-Laborer - Landfill | ILT: Heavy Equipment Training Series: Compactor |
| Cazares, Martin (095090) | 1062-Primary Heavy Equip Operator II | ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator |
| Colyar, Dustin (275780) | 1279-Gas Technician II | ILT: Heavy Equipment Training Series: Wheel Loader |
| Fife, Lane (306360) | 1063-Primary Heavy Equip Operator III | ILT: Heavy Equipment Training Series: ADT, Dozer, Excavator |
| Gonzalez, Nivardo Jimenez (095269) | 1063-Primary Heavy Equip Operator III | ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator |
| Hadley, Mitchell (240839) | 1062-Primary Heavy Equip Operator II | ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator |
| Leroy, Christopher (157528) | 2OB05B-Supvisor Landfill II | ILT: Heavy Equipment Training Series: ADT, Wheel Loader |
| Lopez, Rodolfo (191262) | 2106-Primary Heavy Equip Operator I | ILT: Heavy Equipment Training Series: ADT, Compactor, Dozer, Excavator |
| Maldonado, Oscar (271469) | 1127-Technician Assistant | ILT: Heavy Equipment Training Series: Wheel Loader |
| Najera, Colly (257914) | 1062-Primary Heavy Equip Operator II | ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator |
| Norris, Chad (299314) | 1062-Primary Heavy Equip Operator II | ILT: Heavy Equipment Training Series: Excavator, Compactor, Dozer, Wheel Loader, ADT |
| Olmedo, Alexander (217168) | 1063-Primary Heavy Equip Operator III | ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator |
| Thingili, Nick (227698) | 1279-Gas Technician II | ILT: Heavy Equipment Training Series: Wheel Loader, Excavator |
| Watson, Jacob (282956) | 1080-Laborer - Landfill | ILT: Heavy Equipment Training Series: ADT, Compactor, Dozer |

ILT= Instructor Led Training / ADT-Articulated Dump Truck

**Attachment 6 – Tab D Scope of Services**

**Tab D. 1. Summary of Disposal Services – Executive Summary**

***PROPOSER'S RESPONSE:***

We want to thank the City of Oxnard for giving us the opportunity to submit a proposal and to continue to provide you with our services. Certainly, we hope that through this process we will enhance our very valuable relationship. We know that our long history with you is no guarantee of future work, but we hope our proposal is interesting enough to be accepted, or to at least get us to the table for further discussion.

Waste Management of California, Inc./Simi Valley Landfill and Recycling Center (SVLRC)'s proposal includes disposal services for MSW and Treated Wood, and diversion services for Concrete and Food Waste. More detail about each proposal element is contained within the relevant proposal sections below, but a brief description of each element follows. Within the brief description of the proposal's specific elements, we point broadly to some of the benefits that we believe separate Waste Management of California, Inc. and our proposal from others. Our goal is and will continue to be to provide the City of Oxnard with the safest, most efficient and most cost-effective service.

MSW and Treated Wood Disposal: SVLRC is a fully permitted solid waste disposal facility with 40+ years of life and enough daily capacity to manage 100% of Oxnard's municipal solid waste and treated wood. SVLRC has been providing City of Oxnard reliable disposal services for more the 20 years. The site is permitted to operate 365 days per year and has disposal areas designed to operate in all weather conditions. The location of the SVLRC between the cities of Simi Valley and Moorpark, and adjacent to an environmentally sensitive area greatly influences our operation (see section 4 below). Essentially, we operate under the principle that the protection and preservation of the health and safety of all who are present onsite, of all of our surrounding communities and of our natural environment drive our decisions and behavior.

The most experienced site manager in Southern California and his hand-picked team operate the site. The key personnel are all local residents with long connections to the area. The site is uniquely convenient due to its location immediately adjacent to the 118 Freeway. Our scale facility has been upgraded recently to increase the number of scales and add self-serve kiosks to improve the efficiency of weigh-ins and weigh-outs. Our onsite roads are meticulously maintained for smooth access to and from the working face. There are safety requirements and features designed to protect users and staff from the moment one enters the site to the moment one exits. Pollution and nuisance prevention systems protecting groundwater and air quality, as well as eliminating or controlling odors, litter, vectors, etc. are robust and effective. Aesthetics and the practical preservation of our natural environment are among the guiding principles for our actions.

SVLRC's access to the resources of multiple local Waste Management affiliates provides flexibility and security in times of upset that no other proposer can match. Neither can any other proposer match SVLRC's level of experience in the following areas: Disaster and Emergency response, innovation for diversion, and breadth and scope of municipal contract experience.

Ideally, SVLRC would like to be the City's sole provider for disposal services as the site is fully permitted with all necessary daily and life-of-contract capacity. SVLRC is one of a limited number of sites in Southern California permitted to accept treated wood and has done so for years. We are also prepared to install tippers should Oxnard elect to utilize them. We can commit to installing one tipper if the City were to commit to sending 50% of the MSW volume to SVLRC and two tippers if the City were to commit to 75%. Tippers can have the effect of reducing transportation costs as much as 15% due to the greater payload capacity of trailers without "walking floors."

Concrete and Food Waste Diversion:

Concrete diversion is a regular part of the operation at SVLRC. It is used as road base and a construction material for all-weather decks so that convenient, efficient access for customers is maintained even during the rainy season. We can commit to accept and divert up to 20,000 tons per year from the City.

Food Waste diversion is the new frontier for the industry. Our proposal is for the City to take food waste for diversion to our new state-of-the-art recycling facility in Sun Valley - Sun Valley Recycling Park (SVRP). Distances from Oxnard to the Sun Valley facility are provided in Tab F. Cost Budget/Narrative. At SVRP, food waste loads will weigh-in at the newly constructed scales, which have the same self-service capabilities as those at the SVLRC. From the scales, vehicles proceed along a fully paved road to the fully enclosed recycling facility. Food waste loads will be processed separately from other materials (MSW and Recyclables). It will be placed in a piece of equipment called the OREX which uses a screen and hydraulic press to separate organics from any inorganic material in the load. The separated organic material is then loaded into a transfer vehicle for delivery to an anaerobic digestion facility in Rialto where it will undergo digestion to produce renewable natural gas. The gas will be used for fuel or will be injected into the utility gas line. Waste Management of California, Inc. has extensive experience through its affiliate, the Orange MRF, with producing an organic material suitable for digestion and natural gas production, (See Tab D. 4 below). The OREX will have an initial capacity for over 200 tons per day of organics processing, more than enough to handle Oxnard's needs. Moreover, the Orange MRF facility can serve as a back-up to the OREX is needed, as can our affiliate compost facility in Tulare County.

**Sun Valley Recycling Park**
9227 Tujunga Avenue
Sun Valley, CA 91352

# New Recycling Park is Set to Open Q3 2020

Waste Management is in the construction phase of Sun Valley Recycling Park - a project which will include a MSW transfer station, and Material Recovery Facility that includes organics processing capacity. The facility will use equipment to separate food and other organics from non-digestible material collected from commercial and multifamily facilities. The separated organics will be transferred to Anaergia's digesters at the Rialto Bioenergy Facility. This facility will produce the equivalent of 13 megawatts of clean energy per year. The net carbon dioxide emissions reduction will be approximately 220,000 metric tons annually, which is the equivalent of taking 47,500 cars off the road. Construction of the Rialto Bioenergy Facility has begun. Anaergia's plant and Sun Valley Recycling Park are slated to launch in Q3 2020.

Through this collaboration, WM will be able to expand current organics service offerings and provide critical infrastructure to take the next step toward meeting diversion goals for Southern California. In addition to supporting California's 75 percent diversion goal, this will also support local organic capacity aligned with California's SB1383 Short-Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions.

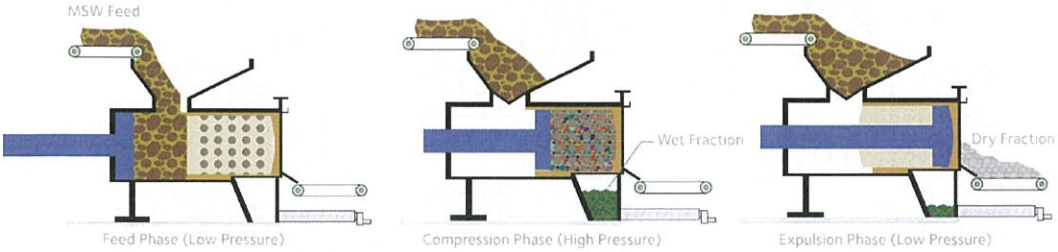
## Acceptable Materials

The OREX at Sun Valley Recycling Park can accept all commercial food waste including meat, dairy, eggs, fish, fruits, vegetables and bakery items from supermarkets, restaurants and institutions. We accept incidental amounts of plastic, metal, paper and cardboard, such as packaging materials.

## Processing System

Anaergia's OREX technology extracts organics from mixed solid waste and source separated organics of any contamination level. The organic fraction will generate a clean and highly digestible wet fraction ideal for conversion to biogas through anaerobic digestion. Final products will include electricity to put in the grid and to power the plant as well as pipeline-injected renewable natural gas (RNG).

Solid waste is fed into a perforated chamber. As pressure is applied, wet organics squeeze through the crevices formed by the compression of the non-organics dry material. These crevices create a serpentine path for the wet organics to travel, trapping small and medium sized inert particles along the path. The product is a wet fraction that is dually filtered by the perforated plates of the press.




Unlike other organics separation processes, extrusion does not shear material and generate additional grit particles. In fact, extrusion partially cleans the wet fraction by removing small inert particles already present in the waste with the filtering action through the dry fraction matrix. The residuals remaining after extrusion will be sent to landfill.

The wet fraction is generated as a cake with approximately 25-35% total solids and 85-95% volatile solid content which means it has large biogas production potential. Additionally, the extraction process does not require dilution water, which minimizes storage volume and truck transportation.

BIOREX (Organics Separation)

Anaerobic Digestion

### CONTACT

**Sales**
John Teal
Sr. Industrial Account Executive
818 644 7512
jteal1@wm.com

**SIMI VALLEY LANDFILL & RECYCLING CENTER**
*2801 N. Madera Road*
*Simi Valley, CA 93065*
*(805) 579-7267*

**HOURS OF OPERATION**
*Monday – Saturday: 7 am - 4 pm*
*Extended hours available*

*Third Sunday of each month*
*10 am - 4 pm*

*Please note, facility operating hours are subject to change without notice. Current and up-to-date information is available at www.wmsolutions.com/locations*

# Simi Valley Landfill & Recycling Center

Simi Valley Landfill & Recycling Center (SVLRC) is a state-of-the-art regional facility that provides safe and convenient non-hazardous disposal and recycling services for communities, businesses and industries serving Ventura County and adjacent communities.

Waste Management's approximately 300 disposal facilities employ the latest advances in landfill technology. This facility is engineered with environmental protection systems that meet or exceed rigorous government regulations and are subject to highly regulated monitoring and reporting requirements. Systems include engineered liners and covers, leachate collection and removal, and landfill gas collection control.

## Containment Design

SVLRC is designed with a composite liner system providing maximum protection to the environment that meets or exceeds Federal Subtitle D, California Code of Regulations and the State of California Regional Water Quality design standards.

## Leachate Collection & Treatment

Leachate is the moisture that precipitates from municipal solid waste. Each lined containment system is equipped with a leachate collection system to remove the liquid for treatment and beneficial reuse or disposal.

Leachate recirculation provides beneficial uses such as acceleration of waste decomposition and waste degradation. This process, in turn, accelerates landfill gas production and promotes waste settlement that reduces maintenance of landfill cap components.

## Groundwater Monitoring

The groundwater-monitoring program includes a network of more than 30 monitoring wells installed around the landfill. The locations of the wells are engineered to intercept groundwater beneath the landfill. Technicians monitor and sample wells on a regular basis with results submitted to state and local agencies.

## Landfill Gas Management

SVLRC maintains a gas-monitoring and extraction program, which consists of extraction wells strategically engineered within the landfill. Located along the perimeter of the landfill, permanent probes are installed to monitor the entire depth of waste ensuring that the methane extraction system is functioning properly. The gas probes are monitored on a monthly basis and reported to state and local agencies.

**YEAR OPENED**
*1971*

**PROJECTED LIFE REMAINING**
*40+ years*

**FACILITY ACREAGE**
*887 acres*

**REMAINING PERMITTED CAPACITY**
*80 million cubic yards*

**TONS PROCESSED ANNUALLY**
*2,000,000 tons*

**OWNERSHIP**
*Waste Management of California, Inc.*

**PERMIT TYPE AND NUMBER**
*Conditional Use Permit LU12-0056*
*Solid Waste Permit 56-AA-0007*
*Title V 01395*
*Waste Discharge R4-2013-044*

**NUMBER OF EMPLOYEES**
*30*

## Organics Processing Facility

This facility operates a greenwaste diversion program for residential, commercial, and industrial customers. Organic materials, such as grass, branches, leaves, weeds, and clean wood are ground up and processed for biofuel, mulch products, and landscape beautification efforts.

## Construction and Demolition Recycling (C&D) Facility

SVLRC's certified C&D recycling operation supports the State of California's mandated regulations requiring commercial and industrial customer projects to divert at least 50% of C&D materials from landfills.

## Reclaimed Water Recycling Program

In partnership with the City of Simi Valley's Sanitation District, SVLRC uses reclaimed water for dust control and irrigation. By using reclaimed water, the landfill saves enough drinking water for more than 100 homes.

## Wildlife Habitat Conservation

At the SVLRC, the natural surroundings are populated with local wildlife. We are proud to dedicate more than 500 acres to wildlife habitat conservation efforts including a barn owl program, the use of falcons for natural bird abatement, and a two-acre pollinator garden designated for environmental education awareness.

## Security

Site security is ensured by controlled, limited access to the facility through the gatehouse as well as perimeter fencing and natural barriers. During non-business hours, the facility and gates are closed and monitored by a security guard and electronic surveillance.

## Acceptable Material

- Appliances
- Auto Shredder Residue
- Biosolids
- Clean Asphalt
- Clean Dirt
- Concrete
- Construction & Demolition (C&D) Debris
- Green & Wood Waste
- Industrial & Special Waste
- Livestock
- Municipal Solid Waste (MSW)
- Tires
- Treated Medical Waste

## Unacceptable Material

- Automobile Bodies
- Bio/Medical Waste
- Electronic Waste
- Empty Hazardous Material Containers
- Fluorescent Light Tubes & Ballasts
- Hazardous Waste
- Liquids
- Radioactive Materials
- Septic Tank or Chemical Toilet Waste
- Water Soluble Solids

## Community Partnerships and Involvement

Simi Valley Landfill & Recycling Center is committed to the communities we serve. Our employees are very active in the community and proud to participate in local community events and environmental education programs.

**CONTACT**
*WM Technical Service Center*
*TSC California*
*(800) 963-4776*
*TSCCalifornia@wm.com*

**COMMUNITY RELATIONS**
*Lisa Hemenway*
*(805) 581-1746 or*
*lhemenway1@wm.com*

**COMMUNITIES SERVED**
*Ventura County, Los Angeles County and surrounding communities*

WASTE MANAGEMENT

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THINK GREEN.®

**Attachment 7– Tab D Scope of Services**

## 2) Solid Waste Facility Permit

Attachment 7

# SOLID WASTE FACILITY PERMIT

**Facility Number:**

**56-AA-0007**

| 1. Name and Street Address of Facility: | 2. Name and Mailing Address of Operator: | 3. Name and Mailing Address of Owner: |
|---|---|---|
| Simi Valley Landfill and Recycling Center<br>2801 Madera Road<br>Simi Valley, CA 93065 | Waste Management of California, Inc.<br>2801 Madera Road<br>Simi Valley, CA 93065 | Waste Management of California, Inc.<br>2801 Madera Road<br>Simi Valley, CA 93065 |

**4. Specifications:**

**a. Permitted Operations:**

- ☒ Solid Waste Disposal Site
- ☒ Transfer/Processing for Construction Demolition Inert Debris Facility
- ☐ Composting Facility (MSW/green material/C&G)
- ☐ Transformation Facility
- ☒ Other: Greenwaste Processing Operation

**b. Permitted Hours of Operation:** Receipt of Refuse/Waste: 6:00AM to 8:00PM, seven days a week
Greenwaste and CDI Processing: 6:00AM to 8:00PM, seven days a week
Ancillary Operations/Facility Operating Hours: 24 hours per day, seven days a week

**c. Permitted Maximum Tonnage:** 9250 Tons per Day (See LEA condition 17(B)(6) for detail)

**d. Permitted Traffic Volume:** 892 Vehicles per Day

**e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):**

| | Total | Disposal | Transfer/Processing | Composting | Transformation |
|---|---|---|---|---|---|
| Permitted Area (in acres) | 887 | 368 | | | |
| Design Capacity (cu.yds) | | 119.6 MCY | | | |
| Max. Elevation (Ft. MSL) | | 1270 | | | |
| Max. Depth (Ft. MSL) | | N/A | | | |
| Estimated Closure Year | | 2068 | | | |

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

**5. Approval:**

Approving Officer Signature
(Name and Title)

William C. Stratton, Director

**6. Enforcement Agency Name and Address:**

Ventura County Environmental Health Division/LEA
800 South Victoria Avenue
Ventura, CA 93009-1730

**7. Date Received by CalRecycle:**

**8. CalRecycle Concurrence Date:**

| 9. Permit Issued Date: | 10. Permit Review Due Date: | 11. Owner/Operator Transfer Date: |
|---|---|---|
| April 03 2012 | April 03, 2022 | April 03 2012 |

## Attachment 8 – Tab D Scope of Services

## Annual Status Report

Attachment 8

**SIMI VALLEY LANDFILL AND RECYCLING CENTER**

**A Division of Waste Management of California, Inc.**

**2019 Annual Status Report**

July 01, 2018 – June 30, 2019

Submitted to:
Ventura County Planning Department

July 2019

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## CUP ATTACHMENTS


A Facility Map
B Topographic Map and Volume and Capacity Report (Condition 24g 1, 2 & 3)
C Financial Assurance Documentation

## Section 1. INTRODUCTION

Simi Valley Landfill and Recycling Center (SVLRC) is located at 2801 Madera Road, Simi Valley, California 93065. It has been in operation as a landfill since 1970. In 1972, the site began operations under the Ventura Regional County Sanitation District (now Ventura Regional Sanitation District, VRSD). In 1981, Waste Management of California, Inc (WM), purchased the landfill and received approval to expand the permitted operating life of the facility.

In April 2007, WM submitted an application for Major Modification No. 8, which was deemed complete in November 2007. The Ventura County Planning Division prepared an Environmental Impact Report (EIR) in accordance with county policy and the California Environmental Quality Act. The Application included; an increase in permitted foot print and total boundary, reallocation of daily permitted tonnage limits, the addition of a Material Recovery Facility and Environmental Collection Center (household hazardous waste drop-off), Relocation of Waste Management refuse and recycling collection operations to the landfill, and an increase in green energy production. In April 2011, The Ventura County Planning Commission approved the EIR as complete and made a recommendation of approval to the Board of Supervisors. On July 19, 2011, the Board of Supervisors Certified the EIR, approved CUP 3142, Major Modification No. 8.

Waste Management received a revised Solid Waste Facilities permit on April 3, 2012 and on June 29, 2012 the Zone Clearance for Use Inauguration was received by the site which activates the new Conditional Use Permit 3142-8 (LU07-0048).

On May 18, 2012, the Ventura County Planning Division approved Permit Adjustment LU12-0056 for an adjustment to the operational limits as specified in Condition No. 1, and a clarification to the language in Condition No. 57, of CUP LU07-0048 for the Simi Valley Landfill and Recycling Center (SVLRC). Condition No. 1, was adjusted to maintain the combined limit of 9,250 tons per day (tpd) of municipal solid waste (MSW) and recyclables, but to allow up to 6,000 tpd for MSW and up to 6,000 tpd of recyclables, so long as the combined total limit does not exceed 9,250 tpd. Under the original permit, MSW is limited to 6,000 tpd, and recyclables is limited to 3,250 tpd, for a combined total daily limit of 9,250 tpd. Condition No. 57, was changed to modify the timing of the requirement from "prior to zoning clearance" to "prior to building permit."

On March 7, 2013 revised Waste Discharge Requirements (WDRs) were issued by the Regional Water Quality Control Board, Los Angeles for the continued operation of the SVLRC under the expanded landfill footprint.

On March 13, 2014, the SVLRC submitted an application to the VCAPCD to update the site Title V Permit. The updates included removal of listed equipment no longer onsite, addition of newly installed equipment, and changes to the site contact person listed in the permit. The revised pages of the permit were issued to the site on July 17, 2014.

The SVLRC received a Permit Adjustment to CUP Case No. LU07-0048 on May 2, 2014. The Permit Adjustment (PL14-0036) was issued in response to the site request to process and transfer food waste as part of the facility's recycling program. Food processing and transfer will take place in the area of the site designated for other recycling and recovery activities.

On December 2, 2014, the Planning Director adopted a Mitigated Negative Declaration (MND) to the EIR that evaluated the environmental impacts of an adjustment to the CUP boundary to remove two acres of land from the current permitted buffer area in order to accommodate the Simi Valley Police Department Training Facility/Shooting Range. The request reduced the area that is subject to the CUP from 887 acres to 885 acres, due to the proposed reduction in the buffer area from 519.5 acres to 517.5 acres. The Planning Director approved the request as part of Permit Adjustment Case No. PL14-0031.

On April 21, 2015, the SVLRC submitted to the Ventura County Resource Management Agency, Planning Division an application to upgrade the entrance road of the SVLRC and to install a new scalehouse complex. As part of the permitting process for this project, applications were submitted to the Public Works Division and the Building and Safety Division. Permit applications within these County divisions are currently in the review stage. Expect final clearance at the end of August 2015.

The Air Mitigation Agreement between the VCAPCD and the SVLRC was approved by the Ventura County Board of Supervisors on June 9, 2015. The agreement fulfills condition 83 of CUP LU07-0048.

On September 9, 2015 the Planning Director approved changes to the location and design of the scale house, as well as the removal of protected trees, pursuant to Permit Adjustment Case No. PL15-0055. Changes from Permit Adjustment Case No. PL15-0055 resulted in changes to CUP Condition No. 1 and the addition of Conditions Nos. 92 and 93.

On November 16, 2015, the Planning Director approved changes pursuant to Permit Adjustment Case No. PL15-0190. The changes from Permit Adjustment Case No. PL15-0190 resulted in changes to CUP Condition No. 83.

On December 22, 2015, the SVLRC was issued a 404 permit number SPL-2014-00034-AJS by the US Army Corps of Engineers. The permit authorizes the SVLRC to construct a phased expansion of the existing SVLRC from a waste disposal area of approximately 185 acres into an additional 186 acres of adjacent property to the north and west

The California Department of Fish and Wildlife issued streambed alteration permit number 1600-2014-0087-R5 on January 21, 2016 which allows the SVLRC to impact 3 jurisdictional drainages for the expansion of the SVLRC site.

On January 22, 2016, the RWQCB issued a 401 Permit Modification to the SVLRC site entitled , Modification of the Conditional Certification for Proposed Simi Valley Landfill and Recycling Center Project (Corps' Project No. 2014- 00034-AJS), Calleguas Creek Reach 7, City of Simi Valley, Ventura County (File No. 14-051). The certification allows for the expansion of the landfill in conjunction with the 404 and 1602 permits.

The LEA issued a 5-year Permit Review Report, October 7, 2017. Due to said report, SVLRC was required to apply for an RFI/JTD Amendment. Application was submitted and accepted by LEA on June 21, 2018. SVLRC did a Public Notice for 10 days beginning June 25, 2018.

On July 21, 2017 zoning Clearance for phase 3-1 construction was issued the Ventura County Planning Division.

On December 8, 2017 the Environmental Health Division and the Ventura County Planning Division granted an Emergency Use Authorization to SVLRC in support of the Thomas Fire Cleanup effort. The waiver increased daily tonnage limits to 18,000 tons per day, daily traffic to 1,200 vehicles per day and a 24 hour, seven days a week operating hour. The original 90-day EUA was extended until June 6, 2018.

On November 21, 2018 the Environmental Health Division and the Ventura County Planning Division granted an Emergency Use Authorization to SVLRC in support of the Woolsey and Hill Fire cleanup efforts. The waiver increased daily tonnage limits to 18,000 tons per day, daily traffic to 1,600 trips per day and a 24 hour, seven days a week operation. The original 90-day EUA was extended several times to the final date of August 8, 2019.

The following provides a list of the operating permits that the SVLRC must maintain compliance with:

**SVLRC Permits**

| *Issuing Agency* | *Permit Number* |
|---|---|
| **Los Angeles Regional Water Quality Control Board, Waste Discharge Requirements** | **Order No. R4-2013-0044** |
| **California Integrated Waste Management Board (CIWMB), Solid Waste Facilities Permit** | **56-AA-0007** |
| **County of Ventura, Conditional Use Permit (CUP)** | **3142-8 (LU07-0048) modified by PAJ LU12-0056 ad PAJ PL14-0036** |
| **Ventura County Air Pollution Control District, Part 70 (Title V) Permit** | **01395** |

## Section 2. Conditional Use Permit (CUP) Requirements

### Condition 24a.

*A summary of unique events that occurred at the site. At a minimum, this summary shall include discovery of accidents, complaints, and natural disasters.*

**Special Occurrence Summary**

| *Category* | *Number of Incidents* |
|---|---|
| Fires | Fire at working face 2/14/19<br>Fire at working face 5/3/19 |
| Miscellaneous | Perimeter Probe exceedance 3/29/19<br>Odor complaint received 5/30/19 |
| ***Total*** | ***4*** |

Adequate procedures were taken to mitigate all events listed above.

**Condition 24b.**
*The total number of vehicles that brought waste to the landfill within the last year.*

Listed below are the numbers of vehicles, by month that crossed the scales at the SVLRC from July 2018 through June 2019. Approximately 191,654 vehicles crossed the scales at the site during the analysis period.

| MONTH | VEHICLE COUNT |
|---|---|
| July 2018 | 18,206 |
| August 2018 | 19,073 |
| September 2018 | 17,429 |
| October 2018 | 18,641 |
| November 2018 | 16,939 |
| December 2018 | 17,175 |
| January 2019 | 16,867 |
| February 2019 | 21,934 |
| March 2019 | 26,052 |
| April 2019 | 30,018 |
| May 2019 | 25,760 |
| June 2019 | 18,406 |
| **TOTAL** | **246,500** |

**Condition 24c.**
*A List of new water, leachate and gas wells that were installed on site.*

Twenty gas wells were installed during October 2018. Thirteen of the wells were placed in Cell 2-1, and seven were installed in phase one.

**Condition 24d.**
*Number of employees working at the site.*

During the reporting period, there were approximately 35 full-time regularly scheduled employees working at Waste Management of California, Inc., at the SVLRC.

**Condition 24e.**
*Any Condition or other permit violations or deficiencies issued by regulatory authorities that pertain to the SVLRC, and how they have been or will be, remedied.*

Site was inspected by the Ventura County Air Pollution Control District on March 14, 2019. Inspector detected surface emissions from four locations and thus issued a Notice of Violation. Under the new rule, APCD is required to issue a NOV where in the past these routine occurrences could be fixed

during the inspection. The SVLRC site settled the NOV with the district and paid the fine accessed by the VCAPCD.

On June 10, 2019 the Ventura County Environmental Health Division (LEA) submitted a revised inspection report which included a violation for the exceedance of methane concentration at a perimeter probe. Perimeter probe GP-5R first exceeded the 5% by volume methane concentration on March 28, 2019. Per regulation this was reported to the LEA on March 28th and an investigation was started to identify the source. Currently the source of the gas is still being investigated with Carbon Dating sample results expected in late July.

**Condition 24f.**
*A facility map showing all existing facilities.*

A current facility map is included in Attachment A.

**Condition 24g.**
*A current topographic map showing fill, excavation and natural contours within the permit limits, along with an estimate of the remaining site life and capacity at the site.*

A topographic map generated from the latest flyover (2/6/2019) is included in Attachment B. Volumes and tons of waste received for the period between the previous and the last flyover, along with an estimate of the remaining capacity, is also included in Attachment B.

**Condition 24h.**
*Documentation of site closure financial assurance.*

Financial assurance documentation is included in Attachment C.

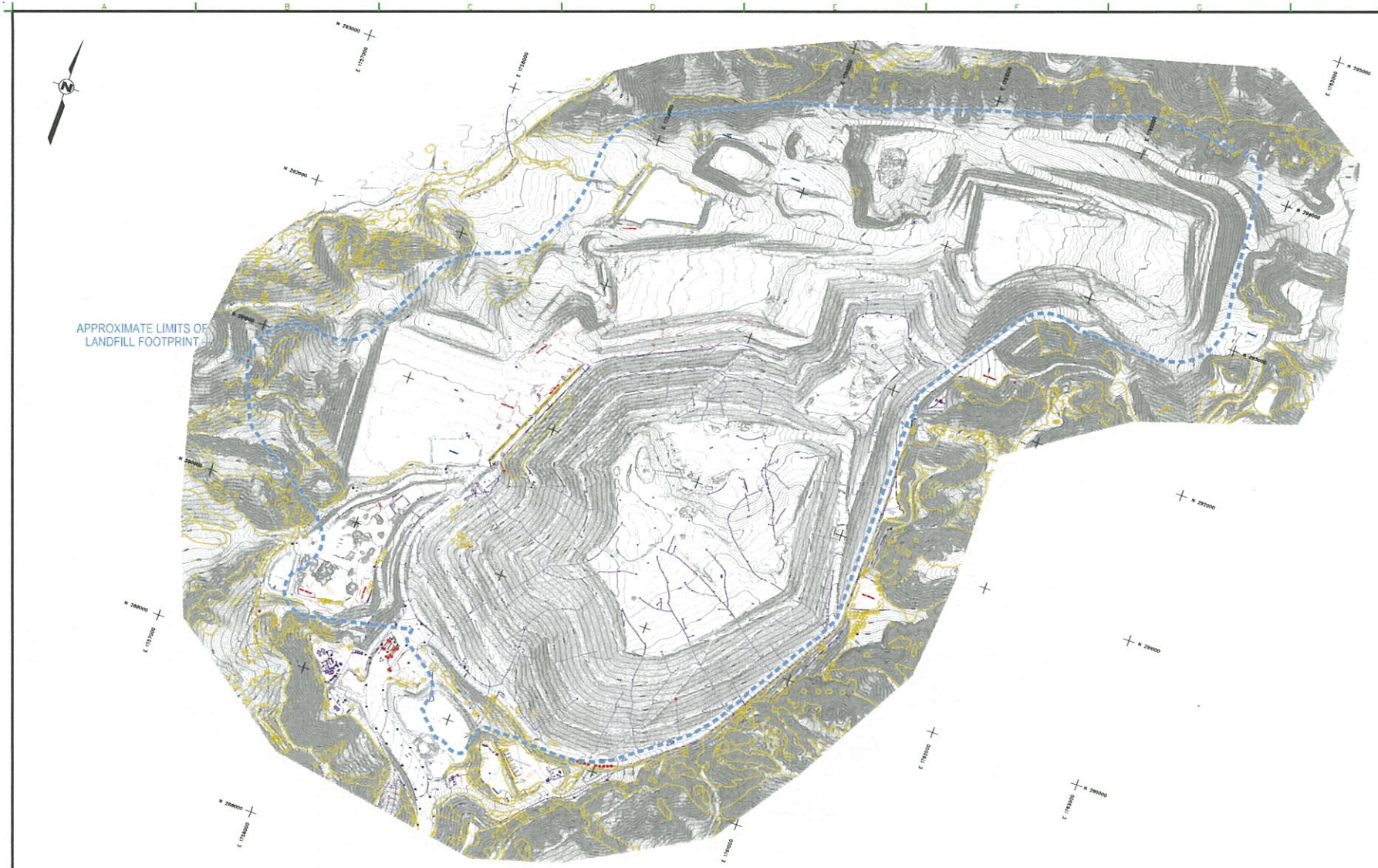
# ATTACHMENT A

## FACILITY MAP

Legend:
CUP Boundary
CURRENT DISPOSAL AREA
RECYCLING AREA HAUL ROAD
RECYCLING AREA
FLARE AREA
OFFICES
MAIN LANDFILL HAUL ROAD
MAINTENANCE BUILDING
MAIN ENTRANCE
Ronald Reagan Fwy
118
Weshlis St
View Ln Dr
Madera Rd
3000 ft
N
SVLRC Site Map
Google Earth
©2016 Google

# ATTACHMENT B

TOPOGRAPHIC MAP
AND
VOLUME AND CAPACITY REPORT




300 0 300 600
SCALE 1" = 600'

WASTE MANAGEMENT

THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WASTE MANAGEMENT ("WM"). THIS DOCUMENT IS, AND CONTAINS, CONFIDENTIAL AND TRADE SECRET INFORMATION OF WM. REPRODUCTION, DISCLOSURE OR USE THEREOF IS PERMISSIBLE ONLY AS PROVIDED BY CONTRACTOR OR AS EXPRESSLY AUTHORIZED IN WRITING BY WM. THIS DOCUMENT IS LOANED FOR LIMITED PURPOSES ONLY, AND REMAINS THE PROPERTY OF WM. IT IS TO BE RETURNED UPON REQUEST AND IN ALL EVENTS UPON COMPLETION OF THE PURPOSE OF THE LOAN.

Revisions

| No. | Description | Date | By |
|---|---|---|---|
| | | | |
| | | | |

| | |
|---|---|
| Approved By: | Cris Dragomir |
| Checked By: | Cris Dragomir |
| Drawn By: | Corp. CADD |

Project Location:
SIMI VALLEY LANDFILL
SIMI VALLEY, CALIFORNIA

2019 ANNUAL TOPOGRAPHY
DATED FEBRUARY 6, 2019

| | |
|---|---|
| Drawing No. | CA22-2510-TOPO-02 |
| Scale: | As Shown |
| Date: | June 2019 |
| Sheet Number: | 2 |

ca22a19_2-6-19.dgn 6/27/2019 3:24:57 PM

*Simi Valley Landfill and Recycling Center*
*Attachment B - Conditions 24g 2 and 3*

| Types and Amount of Material Recieved at the Landfill Between Aerial Topos (3/1/18 to 2/5/19) | |
|---|---|
| **Disposal:** | **Tons** |
| Non-Hazardous Solid Waste | 1,212,343 |
| Sewage Sludge | 18,326 |
| **Total Disposal Tons** | 1,230,669 |
| **Recycled Materials Used on the Landfill:** | |
| Asphalt/Concrete | 40,234 |
| Dirt-Cover | 338,116 |
| Treated Auto Shredder Waste-ADC | 165,703 |
| Greenwaste-ADC | 27,766 |
| C&D ADC | 63,286 |
| **Total Recycling Tons Used in the Landfill** | 635,105 |
| **Total Tons Discharged to Landfill Between Aerial Topos:** | 1,865,774 |

| Engineered Remaining Permitted Capacity at Last Aerial Topo 2/28/18: | | |
|---|---|---|
| Operational Engineering Airspace Consumed Between Aerial Topos | 1,851,200 | cubic yards |
| Engineering Estimated Remaining Airspace as of 2/6/19: | 82,353,435 | cubic yards |
| *** Estimated Remaining Tonnage Capacity as of 2/6/19:** | 98,824,122 | Tons |
| **Estimated Remaining Site Life:** | 2072 | |

* Note: The Remaining tonnage capacity is based on the operational AUF for the period between flyovers of 1.2 tons per cubic yard.

# ATTACHMENT C

# FINANCIAL ASSURANCE DOCUMENTATION

**Bond Safeguard**
Insurance Company

10002 Shelbyville Road, Suite 100
Louisville, KY 40223

July 16, 2019

Karisa Carlos
Financial Assurances Unit, MS 10A-15
California Department of Resources Recycling and Recovery (CalRecycle)

1001 I Street
Sacramento, CA 95814
(916) 341-6323

RE: Simi Valley Landfill, Permit #56-AA-0007
Bond 5017526

Dear Ms. Carlos:

Enclosed please find an increase bond rider for the above-referenced facility. This bond rider demonstrates updated financial assurance for this site.

If you have any questions, please contact Diana Seng of Waste Management:

Diana Seng, Director of Treasury and Financial Assurance
Waste Management
1001 Fannin Street
Houston, TX 77002
(713) 265-1322
dseng@wm.com

Sincerely,

Theresa Pickerrell

Theresa Pickerrell

Bond No. 5017526

# RIDER

To be attached to and form a part of Performance Bond, No. 5017526

dated the 15th day of June, 2006 issued by

Bond Safeguard Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223 as Surety, on behalf of

Waste Management of California, Inc., 2801 Madera Road, Simi Valley, CA 93065, as Principal,

in the penal sum of Five Hundred Eighty-Eight Thousand Seven Hundred Forty-One and 76/100

Dollars ($ 588,741.76), and in favor of California Integrated Waste Management Board ~~1001 I Street, P.O. Box 4025, Sacramento, CA 95814~~

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

This rider will increase the bond penalty as follows:

Current Corrective Action Amount: $2,659,591.00
New Corrective Action Amount: $2,718,102.00

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 30th day of July, 2019

Signed, sealed and dated this 16th day of July, 2019

WITNESS:

Lynnette Long

PRINCIPAL

Waste Management of California, Inc.

By Susan Ritter

Susan Ritter, Attorney-in-Fact

WITNESS:

Lynnette Long

Bond Safeguard Insurance Company

By Theresa Pickerrell

Theresa Pickerrell, Attorney-in-Fact

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky }

County of Jefferson }

On July 16, 2019 before me, Amy Meredith, Notary Public,
(Here insert name and title of the officer)

personally appeared Theresa Pickerrell, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

My commission expires July 30, 2020.

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky }

County of Jefferson }

On July 16, 2019 before me, Amy Meredith, Notary Public,
(Here insert name and title of the officer)

personally appeared Susan Ritter, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

My commission expires July 30, 2020.

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

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- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# POWER OF ATTORNEY

**KNOWN ALL MEN BY THESE PRESENTS** that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Theresa Pickerrell, Sandra L. Fusinetti, and Susan Ritter of Acrisure, LLC DBA Smith Manus, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

**IN WITNESS WHEREOF**, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of July 16, 2019.

Witness:

Diana Seay

On behalf of Waste Management, Inc. and each of the other WM Entities

David Reed

David Reed
Vice President and Treasurer

## POWER OF ATTORNEY

11078

# Bond Safeguard Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, a South Dakota Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, not to exceed $10,000,000.00, Ten Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed to by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it as attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 22nd day of June, 2018.

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

**BOND SAFEGUARD INSURANCE COMPANY**

BY_____
Brian Beggs
President

### ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public - State of Tennessee
Davidson County
My Commission Expires 5-9-2023

BY_____
Amy Taylor
Notary Public

### CERTIFICATE

I, the undersigned, Assistant Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, A South Dakota Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Mount Juliet, Tennessee this 16th Day of July, 2019

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

BY_____
Andrew Smith
Assistant Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."**

**Attachment 9- Tab D. Scope of Services**

**7) Financial Assurance – California Performance Bond Rider**

Facility Name: Simi Valley Landfill
Permit No. 56-AA-0007

Bond No. 5017526

# RIDER

To be attached to and form a part of Performance Bond, No. 5017526

dated the 15th day of June, 2006 issued by

Bond Safeguard Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223 as Surety, on behalf of

Waste Management of California, Inc., 2801 Madera Road, Simi Valley, CA 93065, as Principal,

in the penal sum of Five Hundred Eighty-Eight Thousand Seven Hundred Forty-One and 76/100 Dollars ($ 588,741.76), and in favor of California Integrated Waste Management Board ~~1001 I Street, P.O. Box 4025, Sacramento, CA 95814~~

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

This rider will increase the bond amount as follows:

Current Corrective Action Amount: $2,718,102.00
New Corrective Action Amount: $2,767,028.00

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 30th day of July, 2020

Signed, sealed and dated this 30th day of June, 2020

WITNESS: Susan Ritter

PRINCIPAL

Waste Management of California, Inc.

By Sandra L Fusinetti

Sandra L. Fusinetti, Attorney-in-Fact

WITNESS: Susan Ritter

Bond Safeguard Insurance Company

By Theresa Pickerrell

Theresa Pickerrell, Attorney-in-Fact

# POWER OF ATTORNEY

**KNOWN ALL MEN BY THESE PRESENTS** that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Theresa Pickerrell, Sandra L. Fusinetti, and Susan Ritter of Acrisure, LLC DBA Smith Manus, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

**IN WITNESS WHEREOF**, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 30, 2020.

Witness:

Diana Seay

On behalf of Waste Management, Inc. and each of the other WM Entities

David Reed

David Reed
Vice President and Treasurer

SOMPO INTERNATIONAL
INSURANCE

11078

# POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

| Endurance Assurance Corporation | Endurance American Insurance Company | Lexon Insurance Company | Bond Safeguard Insurance Company |
|---|---|---|---|
| By: Richard M Appel | By: Richard M Appel | By: Richard M Appel | By: Richard M Appel |
| Richard Appel; SVP & Senior Counsel | Richard Appel; SVP & Senior Counsel | Richard Appel; SVP & Senior Counsel | Richard Appel; SVP & Senior Counsel |

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

**ACKNOWLEDGEMENT**

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 5/9/23

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of June, 20 20.

By:
Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

**Any reproductions are void.**

**Surety Claims Submission: LexonClaimAdministration@sompo-intl.com**
**Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870**

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky }

County of Jefferson }

On June 30, 2020 before me, Marie L. Long, Notary Public,
(Here insert name and title of the officer)

personally appeared Sandra L. Fusinetti, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marie L. Long

Notary Public Signature (Notary Public Seal)
My commission expires 2/13/2024.

**Marie L. Long**
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
ID # KYNP1168
MY COMMISSION EXPIRES FEB. 13, 2024

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky }

County of Jefferson }

On June 30, 2020 before me, Marie L. Long, Notary Public,
(Here insert name and title of the officer)

personally appeared Theresa Pickerrell, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marie L. Long

Notary Public Signature
My commission expires 2/13/2024.

(Notary Public Seal)

**Marie L. Long**
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
ID # KYNP1168
MY COMMISSION EXPIRES FEB. 13, 2024

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**Attachment 9- Tab D. Scope of Services continued**

7) **Financial Assurance – Rider to Bond**

Facility Name: Simi Valley Landfill
Permit #: 56-AA-0007

**BOND NO.** 104323230

**RIDER**

To be attached to and form a part of Bond No. 104323230

executed by WASTE MANAGEMENT OF CALIFORNIA, INC. as Principal

and by TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety,

in favor of CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY ,

and effective as of _____ .

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing the bond amount

FROM: Forty Million One Hundred Six Thousand Seven Hundred Thirty Seven and 00/100 Dollars ($40,106,737.00)

TO: Forty Million Eight Hundred Twenty Eight Thousand Six Hundred Fifty Eight and 00/100 Dollars ($40,828,658.00)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the 30th day of July , 2020 .

Signed and sealed this 10th day of July , 2020 .

WASTE MANAGEMENT OF CALIFORNIA, INC.
Principal

BY: Andrea M. Penaloza
Andrea M. Penaloza Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

BY: Misty Wright
Misty Wright Attorney-in-Fact

# POWER OF ATTORNEY

**KNOWN ALL MEN BY THESE PRESENTS** that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint KD Conrad, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Jennifer L. Jakaitis, Terri L. Morrison, Andrea M. Penaloza, Patricia A. Rambo, Lupe Tyler, Susan A. Welsh, Donna Williams, and Misty Wright of Aon Risk Services, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

**IN WITNESS WHEREOF**, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of July 10, 2020.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

David Reed
Vice President and Treasurer

| TRAVELERS | Travelers Casualty and Surety Company of America<br>Travelers Casualty and Surety Company<br>St. Paul Fire and Marine Insurance Company |
|---|---|

POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Misty Wright, of Houston, Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of July 2020

Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.***

AON
Empower Results®

5555 San Felipe St., Suite 1500
Houston, TX 77056

Karisa Carlos
Financial Assurances Unit, MS 10A-15
California Department of Resources Recycling and Recovery (CalRecycle)
1001 I Street
Sacramento, CA 95814

RE: Waste Management of California, Inc.
Bond No. 104323230 & 60S002520

Dear Karisa Carlos:

Enclosed please find the enclosed the riders for the above referenced bonds. These documents have been executed for the July 30,2020 to July 31,2021 renewal term.

If you have any questions or need further assistance, please contact the Financial Assurance department at Waste Management's Corporate office; contact information is:

Diana Seng 713-265-1322

Sincerely,

Andrea M. Penaloza

enclosures
2331519

**Attachment 10 - Tab E. References**

**List of awarded contracts in last 3 years:**

Department of Public Works
Bureau of Street Services
City of Los Angeles
1149 South Broadway, 4th floor
Los Angeles, CA 90015

Pam Ostrander
213-847-2811
Pamela.Ostrander@lacity.org

**Contract C-134895**
**Effective 01/01/2020- 12/31/2023**
**Total Value: Approx. 6.8 Mil Annual**
**Simi Value: Approx. $50,000**
Multi-Site: Simi Valley (MSW – Street Sweeping), Waste Transfer Station and Recycling (MSW – Street Sweeping), East Valley Diversion (Mixed Inert), Downtown Diversion (Mixed Inert), Carson Transfer Station (MSW – Street Sweeping), South Gate Transfer Station (MSW – Street Sweeping).

**City of Culver City**
9255 West Jefferson Blvd
Culver City, CA 90232

Kim Braun
Environmental Programs & Operations Manager
310-253-6421
kim.braun@culvercity.org

**Effective 1-1-2019 to 12-31-2023**
**Total Value: Approx. 1.94 Mil Annual**
**Simi Value: Approx. 1.35 Mil Annual**
Multi-Site: Simi Valley (MSW Transfer Loads), Downtown Diversion (C&D Processing),

**AGREEMENT FOR TRADE SERVICES**
COVER PAGE

(1) Agreement Start Date: February 2, 2021

(2) Vendor: Waste Management of California, Inc.

(3) Services: Solid waste disposal service at the Simi Valley Landfill

(4) Schedule of Services: Five year term from the period of February 2, 2021 through February 1, 2026 for solid waste disposal service at the Simi Valley Landfill, 2801 Madera Road, Simi Valley, California.

(5) Agreement Ending Date: February 1, 2026

(6) Total Agreement Amount: $52,035,468

(7) City's Project Manager: Todd Vasquez-Housley, Environmental Resources Division Manager

(8) Vendor's Project Manager: Scott Tignac, Senior District Manager

(9) Insurance Coverage: INS-Z

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
■ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

| *FOR VENDOR:* | *FOR CITY:* |
|---|---|
| Simi Valley Recycling and Disposal Facility | City of Oxnard – Environmental Resources Division |
| 2801 N. Madera Road | 111 South Del Norte Boulevard |
| Simi Valley, CA 93065-6208 | Oxnard, CA 93030 |
| Attn: Scott Tignac, Senior District Manager | Attn: Todd Vasquez-Housley, Environmental Resources Division Manager |

(12) Contact Emails:

| *VENDOR'S PROJECT MANAGER:* | *CITY'S PROJECT MANAGER:* |
|---|---|
| stignac@wm.com | toddvhousley@oxnard.org |

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☐ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☐ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
■ Insurance Exhibit (INS)

Agreement No. A-8280

# AGREEMENT

# BETWEEN

# THE CITY OF OXNARD

# AND

# WASTE MANAGEMENT OF CALIFORNIA, INC.
# FOR
# SOLID WASTE DISPOSAL SERVICES

***

_____, 2021

# AGREEMENT

THIS AGREEMENT is made this_____, 2021 by and between the City of Oxnard, a California municipal corporation ("City") and Waste Management of California, Inc., a California corporation ("Owner").

## RECITALS

WHEREAS, Owner is the owner and operator of the Simi Valley Landfill and Recycling Facility, located at 2801 North Madera Road, Simi Valley, California 93605 (the "Facility") and City desires to dispose of Residual Solid Waste and Municipal Solid Waste at the Facility on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, City may desire to deliver Treated Wood or Biosolids to the Facility; and

WHEREAS, Owner agrees to grant such right to dispose of Residual Solid Waste, Municipal Solid Waste, Treated Wood, or Biosolids at the Facility or Other Facilities, as defined below, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the parties agree as follows.

1. DEFINITION OF TERMS

1.1. Agreement. "Agreement" means this "Agreement between City and Owner for Solid Waste Disposal Services between the City of Oxnard and Waste Management of California, Inc." dated as of the Effective Date (as defined herein), including Exhibits A and B, which are incorporated by this reference as though fully set forth herein.

1.2. Applicable Law. "Applicable Law" means all federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as may be enacted, issued or amended thereafter, including without limitation any Environmental Law, City's Municipal Code, AB 341, AB 939, AB 1594, AB 1826, and SB 1383.

1.3. Biosolids. "Biosolids" means residual solids and semi solids from the treatment of water or wastewater, from which free liquid has been evaporated or otherwise removed, at City's publicly-owned wastewater and water treatment plant or organic and inorganic non-hazardous grit and screenings captured by mechanical or hydraulic methods, from City's publicly-owned wastewater and water treatment plants, and which is acceptable for disposal at the Facility in accordance with Applicable Law.

1.4. City. "City" means the City of Oxnard, a California municipal corporation.

1.5. Bulky Waste. "Bulky Waste" means large appliances, e-waste, furniture, pipes, poles, large concrete sections, tree stumps and other similar waste materials with weights or volumes that would require additional handling.

1.6. CalRecycle. "CalRecycle" means the California Department of Resources, Recycling and Recovery, or any successor state agency.

1.7. CPI. "CPI" means the Consumer Price Index, All Urban Consumers for Los Angeles, Long Beach, Anaheim (CUURS49ASA0), 1982-1984 = 100, not seasonally adjusted, published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor index as determined by the Bureau of Labor Statistics.

1.8. Change in Law. "Change in Law" means the occurrence of any change in Applicable Law as follows:

1.8.1. The adoption, promulgation, modification, or change in Applicable Law or judicial or administrative interpretation thereof occurring after the Effective Date which adoption, promulgation, codification, or change affects the performance of this Agreement, other than laws with respect to taxes based on or measured solely by net income, or any unincorporated business, payroll, or employment taxes; or

1.8.2. Any action, resolution, order or judgment of any federal, state or local court, administrative agency or governmental body issued after the Effective Date if:

1.8.2.1. such action, resolution, order or judgment is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; and

1.8.2.2. the party relying thereon, unless excused in writing from so doing by the other party, shall make or have made, or shall cause or have caused to be made reasonable efforts in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or negligent action of such party); or

1.8.3. Any action, resolution, order or judgment made by a governmental authority or agency having authority over the Facility or Other Facility used by the City subject to and in accordance with the terms of this Agreement that imposes new or different material terms and/or conditions in connection with the issuance, renewal, or modification of any permit or related agreement required for the development or operation of the Facility or Other Facility used by the City pursuant to this Agreement.

1.9. Construction Debris. "Construction Debris" means solid waste generated, produced, or

discarded in connection with construction, remodeling, repair or demolition operations.

1.10. County Integrated Waste Management Plan Fee. “County Integrated Waste Management Plan Fee” means the integrated waste management plan fee codified by Division 4 of the County of Ventura Code of Ordinances as it may be amended from time to time.

1.11. Del Norte Facility. “Del Norte Facility” means the solid waste handling facility owned by City, located at 111 South Del Norte Boulevard. Oxnard, California, that separates some portion of incoming commingled Municipal Solid Waste into marketable recyclables or separates mixed recyclables.

1.12. Designated Waste. "Designated Waste" shall have the meaning set forth in Section 13173 of the California Water Code. California Water Code section 13173 provides:

“Designated waste” means either of the following: (a) Hazardous waste that has been granted a variance from hazardous waste management requirements pursuant to Section 25143 of the Health and Safety Code; or (b) Nonhazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the state as contained in the appropriate state water quality control plan.

1.13. Disposal. “Disposal” means the final disposition of Residual Solid Waste, Municipal Solid Waste, Treated Wood or Biosolids hereunder at the Facility or Other Facilities.

1.14. Disposal Fee. “Disposal Fee” (or “Disposal Fees”) means the amount to be charged by Owner as set forth in Exhibit A, for disposal of Residual Solid Waste, Municipal Solid Waste, Treated Wood or Biosolids at the Facility or Other Facilities, which shall include all federal, state and local fees imposed on the Facility or Other Facilities as of the Effective Date, but shall exclude the County Integrated Waste Management Plan Fee, if applicable.

1.15. Effective Date. “Effective Date” is_____, 2021.

1.16. Environmental Laws. “Environmental Laws” means all federal and state statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Federal Clean Water Act, 33 USC Section 1251 et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Emergency Planning and Community Right to Know Act, 42 U. S. C. Section 1101 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Act, California Health & Safety Code Section 25100 et seq.; the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.; the Porter-Cologne Water

Quality Control Act, California Water Code Section 13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 et seq.; and the California Clean Air Act, Health and Safety Code Sections 39000 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

1.17. Facility. "Facility" means the Simi Valley Landfill and Recycling Facility located at 2801 North Madera Road, Simi Valley, California 93605 in Ventura County, California.

1.18. Food Waste. "Food Waste" means a compostable waste material of plant or animal origin that will readily decompose and/or putrefy and results from the production, preparation, storage, consumption or handling or processing of food for animal or human consumption that is separated from the Municipal Solid Waste stream.

1.19. Food Waste Processing Rate. "Food Waste Processing Rate" means the amount to be charged by Owner for processing of Food Waste and disposal of Residual Solid Waste, which shall include all federal, state and local taxes and fees imposed on the Sun Valley Recycling Park as of the Effective Date, but shall exclude the County Integrated Waste Management Plan Fee, if applicable.

1.20. Hazardous Waste or Hazardous Material. "Hazardous Waste" or "Hazardous Material" means mean any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation, (i) any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to Applicable Law. The term "Hazardous Materials" also includes any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, before or after the Effective Date of this Agreement, deemed hazardous, toxic, prohibited, limited or regulated by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

1.21. Medical Waste. "Medical Waste" means those wastes defined in Health and Safety Code Section 117690 and does not include waste identified as not being medical wastes in Section 117700.

1.22. Municipal Solid Waste. "Municipal Solid Waste" means all putrescible and non-putrescible solid and semi-solid waste material, including but not limited to garbage, refuse, rubbish and other discarded material, Construction Debris, that is authorized for disposal at a Class III Landfill pursuant to Applicable Laws, the permits or other

approvals issued to the Facility or Other Facilities, or any contracts between the Owner and any governmental entity having authority over the Facility relating to the operation of the Facility or Other Facilities. Municipal Solid Waste does not include Food Waste, Bulky Waste, waste tires, Hazardous Waste, Hazardous Material, Designated Waste, Non-Conforming Waste, Universal Waste (including E-Waste), liquid waste, asbestos, Medical Waste, sewage, sewage sludge, or abandoned automobiles.

1.23. Non-Conforming Waste. "Non-Conforming Waste" means waste that (i) is prohibited from receipt at the Facility, Other Facilities or a Class III landfill by Applicable Law; (ii) is not Municipal Solid Waste or Residual Solid Waste as defined in this Agreement; (iii) is or contains Hazardous Materials or Hazardous Waste, liquid wastes, waste that requires special handling and management due to the nature of the waste, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed hazardous by Applicable Law; (iv) Owner reasonably believes would, as a result of or upon receipt at any of its facilities be a violation of Applicable Law; or (v) in Owner's reasonable judgment would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose it or its affiliates to potential liability.

1.24. Owner. "Owner" means Waste Management of California, Inc., which owns and operates the Facility.

1.25. Other Facilities. "Other Facilities" means the facilities other than the Facility used by City under this Agreement that are owned and operated by Owner or its affiliates.

1.26. Person. "Person" means an individual, firm, association, organization, partnership, corporation, joint venture, the United States, the State of California, municipality, political subdivision, governmental agency, or any other entity whatsoever.

1.27. Recycling Facility. "Recycling Facility" means a facility owned or operated by the City located within the City that is a "Recycling Center" as set forth in Title 14, California Code of Regulations, Section 17402.5(d).

1.28. Residual Solid Waste. "Residual Solid Waste" means Municipal Solid Waste remaining for disposal after processing at the Del Norte Facility or at another Recycling Facility.

1.29. Treated Wood. "Treated Wood" means wood that has been treated with a chemical preservative for purposes of protecting the wood against attacks from insects, microorganisms, fungi, and other environmental conditions that can lead to decay of the wood and the chemical preservative is registered pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 and following).

1.30. Term. "Term" means the Term of this Agreement, including both the Initial Term and any Successive Term as set forth in Section 2.1.

1.31. Ton. "Ton" means a short ton of 2,000 pounds.

1.32. Yard Waste. "Yard Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees, and similar organic materials, scrap lumber, wood crating, pellets, wood chips, and similar materials.

2. TERM OF AGREEMENT

2.1. Term. The initial Term of this Agreement shall begin as of the Effective Date and shall continue until the close of business on_____, 2026 (the "Initial Term"). Thereafter, this Agreement may be extended beyond the Initial Term for one or more additional terms (the "Successive Term"), for a time period as agreed upon by mutual written agreement of the parties made not less than sixty (60) days prior to the end of the Initial Term or any Successive Term.

2.2. Termination for Convenience. Notwithstanding any provision to the contrary, both the City and Owner may terminate this Agreement for convenience, without cause or penalty, upon three hundred sixty (360) days written notice to the other. Owner is obligated to carry out all obligations under this Agreement up to and including the date of termination for convenience and the City is obligated to pay Owner for amounts due and owing under this Agreement up to and including the date of termination for convenience.

2.3. Regular Meetings. During the Term, Owner and City shall upon request by either meet to discuss issues of service at the Facility, as well as any other issues that may arise under this Agreement.

3. RIGHTS AND OBLIGATIONS OF CITY

3.1 Residual Solid Waste; Municipal Solid Waste.

3.1.1 City shall deliver or cause to be delivered to the Facility (i) all Municipal Solid Waste from the Del Norte Facility; (ii) Municipal Solid Waste collected by City; and (iii) Residual Solid Waste from the Del Norte Facility, New-Indy Oxnard Mill, located at 5936 Perkins Road in Oxnard, California, and any other Recycling Facility.

3.1.2 City will use commercially reasonable efforts to deliver Residual Solid Waste and Municipal Solid Waste on a reasonably uniform basis, and further agrees to endeavor to provide Owner with reasonable notice if it anticipates an increase or decrease of fifty percent (50%) or more by weight in the amount of Residual Solid Waste or Municipal Solid Waste to be delivered on a daily basis. Prior notice shall not be required in emergency situations. In the event of an emergency situation, the Owner shall not be entitled to an adjustment to the Disposal Fee shown in Exhibit A, except as otherwise permitted under this Agreement.

3.1.3 Deliveries by City will be made by means of (i) transfer trailers originating at the Del Norte Facility, or (ii) for Municipal Solid Waste generated within the

corporate limits of City, transfer trailers, roll-off containers, including double box roll-off containers originating at the New-Indy Oxnard Mill, or a location certified as a Recycling Center, unless the parties agree in writing to other types of transport vehicles or other points of origin.

3.2 City's Use of Facility. Owner's commitment to accept Residual Solid Waste and Municipal Solid Waste at the Disposal Fees set forth in Section 5.1 is expressly predicated and conditioned upon the City's commitment to not utilize any other site for the Disposal of these materials other than the Facility. This commitment from City is considered as an essential part of the consideration for Owner entering into this Agreement under the terms and conditions set forth herein. During the Initial Term or any Successive Term, City shall not, directly or indirectly, dispose or cause the Disposal of any Residual Solid Waste or Municipal Solid Waste at a disposal facility other than the Facility except as set forth in Section 3.3.

3.3 Temporary Facility Closure. In the event that Facility is temporarily closed or otherwise becomes unavailable to City, City shall deliver all of its volume of Residual Solid Waste and Municipal Solid Waste to Owner's assigned Antelope Valley Recycling & Disposal Facility, located at 1200 West City Ranch Road, Palmdale, California 93550 ("Palmdale Landfill"), Lancaster Landfill and Recycling Center, located at 600 East Avenue F, Lancaster, California 93535 ("Lancaster Landfill"), or El Sobrante Landfill and Recycling Center located at 10910 Dawson Canyon Road, Corona, California 92883 ("El Sobrante Landfill") at the applicable rates as set forth in Exhibit A or the posted gate rate, whichever is less. Should the temporary Facility closure be caused by the sole negligence or willful misconduct of the Owner, then the Owner shall for a period of up to one hundred eighty (180) days credit the City $8.00 per ton for each ton delivered to Palmdale Landfill, Lancaster Landfill, or El Sobrante Landfill against the applicable per ton rate for disposal at these facilities.

3.4 Biosolids.

3.4.1 City's Right to Deliver Biosolids. The City has the right, but not the obligation, to temporarily deliver Biosolids to the Facility with prior written approval from Owner in its sole discretion. Owner's acceptance of Biosolids is subject to City demonstrating with appropriate documentation that the Biosolids may be accepted for disposal at the Facility in accordance with Applicable Law. In addition, each delivery of Biosolids must be characterized and profiled and pre-approved by Owner prior to delivery to Facility.

3.5 Treated Wood.

3.5.1 City's Right to Deliver Treated Wood. The City may deliver Treated Wood to the Facility with prior written approval from Owner in its sole discretion. In addition, each delivery of Treated Wood must be characterized and profiled and pre-approved by Owner prior to delivery to Facility.

3.6 Food Waste.

3.6.1 City's Right to Deliver Food Waste. The City has the right, but not the obligation, to deliver Food Waste to the Sun Valley Recycle Park, located at 9081 Tujunga Avenue, Sun Valley, California 91352.

3.6.2 The City shall provide Owner with an estimate of Food Waste to be delivered to the Sun Valley Recycling Park on a daily and monthly basis, and, in addition, shall provide Owner with at least three (3) business days' prior written notice if it anticipates a substantial increase (i.e., fifty percent (50%) or more) in the amount of Food Waste to be delivered by City on a daily or monthly basis. Prior notice shall not be required in emergency situations or where alternative disposal facilities are unavailable for City's use.

4. RIGHTS AND OBLIGATIONS OF OWNER

4.1 Residual Solid Waste, Municipal Solid Waste, Treated Wood and Biosolids. Owner shall receive the Residual Solid Waste, Municipal Solid Waste, Treated Wood and Biosolids delivered to the Facility by City for Disposal on each operating day during normal operating hours at the Facility, subject to and in accordance with the terms of this Agreement.

4.2 Monthly Report. Owner shall provide City with a monthly report regarding the amount of Residual Solid Waste, Municipal Solid Waste, Treated Wood, and Biosolids delivered by City and accepted at the Facility for Disposal each month.

4.3 Measurement. Owner shall maintain a scale system at the Facility. Owner shall make available to City the following information with respect to each delivery of Residual Solid Waste, Municipal Solid Waste, Treated Wood, and Biosolids: (1) calendar date; (2) time of day; (3) vehicle identification; and (4) total number of tons of Residual Solid Waste, Municipal Solid Waste, Treated Wood, or Biosolids, as applicable, delivered to the Facility and accepted by Owner. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations and other Applicable Law. The tonnage used to calculate the Disposal Fee shall be based on the weight of each loaded vehicle measured at the weight scales described below minus the certified tare weight for each vehicle. City shall establish the tare weight of each vehicle, subject to verification by Owner using the Facility or Other Facility scale system. City shall allow Owner to provide a number or device to be inserted in or on each vehicle that will identify the vehicle to the scale attendant, or an automated scanner, or to provide such other device or means necessary to identify vehicles using an unattended, automated system.

4.4 Disposition of Non-Conforming Waste. City and Owner shall implement procedures to identify, minimize the potential delivery of, and reject Non-Conforming Waste delivered to the Facility or Other Facilities. If Owner discovers Non-Conforming Waste delivered

to the Facility or Other Facilities, Owner shall immediately notify City. Notwithstanding the provisions of Section 9.5, such notice may be given by email to the office of City's Environmental Resources Division Manager. Except as emergency conditions require, or except as required by the Facility's or Other Facility's permits, health and safety policies and procedures or Applicable Law, City shall have the first opportunity to immediately remove such refused or rejected materials. If said Non-Conforming Waste is not removed from the Facility or Other Facility within twenty-four (24) hours from the date of Owner's initial notice to City (or, in the event removal within twenty-four (24) hours is not possible despite diligent efforts by City, an additional reasonable period of time for City to diligently pursue such removal), Owner may arrange for transportation and disposal of the Non-Conforming Waste, with the reasonable costs thereof to be borne by City. In addition, City shall indemnify, defend and hold Owner or its affiliates harmless all other damages, fines, penalties and reasonable costs incurred as the result of or arising from the delivery of Non-Conforming Waste to the Facility or Other Facilities, as applicable.

4.5 Title and Ownership. Title, ownership and responsibility for Residual Solid Waste, Municipal Solid Waste, Treated Wood, Biosolids, or other waste materials agreed upon by City and Owner, such as Food Waste and Bulky Wood, shall pass from City to Owner at the time of unloading and acceptance of the material at the Facility or Other Facilities, as applicable, by Owner or its affiliates in their sole discretion. Notwithstanding the foregoing, title, ownership and responsibility for Non-conforming Waste shall remain with City at all times.

4.6 Days and Hours of Operation. Subject to its permit and Applicable Law, including Ventura County contractual limits on daily tonnage, Owner shall operate the Facility in accordance with the following schedule:

4.6.1 Monday through Saturday, from 7:00 a.m. to 4:00 p.m. each day, and Sundays as mutually agreed upon. Closed on the following holidays: New Year's Day, Thanksgiving Day, Christmas, Memorial Day, Fourth of July, Labor Day. Notwithstanding the foregoing, the Facility will be opened for one-half day on Memorial Day, Fourth of July and Labor Day at no additional cost to City upon seven (7) days advance written notice from City, provided, however, that City delivers not less than 400 tons of Residual Solid Waste to the Facility. In the event City does not deliver 400 tons of Residual Solid Waste, City shall reimburse Owner the additional cost of such extended operating hours, as determined by Owner in its reasonable judgment.

4.6.2 Subject to conditions in its permits restricting operating hours, and as restricted or prohibited by Applicable Law, Owner shall reasonably cooperate with City to receive deliveries at other times, and in particular when necessary because of natural disasters or other special circumstances. The additional cost of such extended operating hours shall be borne by City if solely directed by City or partially if City is not the sole requestor. Such additional cost shall be mutually agreed upon by both parties in advance.

5. COMPENSATION TO OWNER

5.1 Disposal Fee.

5.1.1 Residual Solid Waste and Municipal Solid Waste. For Residual Solid Waste and Municipal Solid Waste delivered to the Facility or Other Facilities and accepted by Owner, City shall pay the Disposal Fee for each ton at the rates as shown in Exhibit A, as may be adjusted. City shall in addition to Disposal Fee, as adjusted, pay Owner the applicable County Integrated Waste Management Plan Fee, to the extent such fee is or becomes imposed on or payable by the Facility or Other Facilities. In the event of an emergency situation, the Owner shall not be entitled to an adjustment to the Disposal Fee shown in Exhibit A, except as otherwise provided in this Agreement.

5.1.2 Biosolids. For Biosolids delivered to the Facility and accepted by Owner, City shall pay the Disposal Fee for each ton at the rates as shown in Exhibit A, as may be adjusted. City shall in addition to the Disposal Fee, as adjusted, pay Owner the applicable County Integrated Waste Management Plan Fee, to the extent such fee is applicable or becomes imposed on or payable by the Facility or Other Facilities.

5.1.3 Treated Wood. For Treated Wood delivered to the Facility and accepted by Owner, City shall pay the Disposal Fee for each ton at the rates as shown in Exhibit A, as may be adjusted. City shall in addition to the Disposal Fee, as adjusted, pay Owner the applicable County Integrated Waste Management Plan Fee to the extent such fee is applicable or becomes imposed on or payable by the Facility.

5.1.4 Food Waste. For Food Waste delivered to the Sun Valley Recycle Park and accepted by Owner, City shall pay the Food Waste Processing Fee for each ton at the rates as shown in Exhibit A, as may be adjusted. City shall in addition to the Disposal Fee, as adjusted, pay Owner the applicable County Integrated Waste Management Plan Fee, to the extent such fee is applicable or becomes imposed on or payable by the Facility.

5.1.5 Residual Solid Waste, Municipal Solid Waste, Treated Wood and Biosolids Originating Outside Ventura County but within the State of California. For Residual Solid Waste, Municipal Solid Waste, Treated Wood and Biosolids delivered to the Facility or Other Facilities, as applicable, and accepted by Owner originating from outside Ventura County but within the State of California, City shall pay the applicable Disposal Fee as set forth in Sections 5.1.1, 5.1.2, and 5.1.3, any applicable County Integrated Waste Management Plan Fee, and in addition any applicable state, county or local taxes, fees and charges for such material.

5.1.6 Food Waste Originating Outside Ventura County but within the State of

California. For Food Waste delivered to the Sun Valley Recycle Park and accepted by Owner originating from outside Ventura County but within the State of California, City shall pay the Disposal Fee set forth in Sections 5.1.4, any applicable County Integrated Waste Management Plan Fee, and any other applicable state, county or local taxes, fees and charges for such material.

5.2 Fee for Other Wastes. Notwithstanding any other provision of this Agreement, City and Owner may make separate written agreements as to service and fees relating to waste materials other than Residual Solid Waste, Municipal Solid Waste, Treated Wood, Biosolids, or Food Waste, including, but not limited to, Construction Debris, Bulky Waste, Designated Waste, or Yard Waste.

5.3 New or Increased Taxes, Fees and Charges Adjustment. The Disposal Fee shall be adjusted from time to time to allow Owner to recover City's pro rata share of any new or increased fees (to the extent they become imposed on or payable by the Facility or Other Facilities), assessments or taxes (not including income taxes and ad valorem property or possessory interest taxes, which are the responsibility of Owner) imposed directly on the Facility's or Other Facilities' operations by any federal, state or local governmental authority after the Effective Date (collectively, the "Additional Fees"), upon thirty day's advance written notice from Owner and a statement of basis for the adjustment. Notwithstanding the above, if any new or increased fees results in a Disposal Fee increase greater than 10%, City shall have the right within thirty (30) days of receipt of Owner's written notice to request that Owner negotiate in good faith regarding changes in services or other terms and conditions to mitigate the impact of the proposed increase. If negotiations are not successfully concluded within sixty (60) days following Owner's receipt of the City's written request, City shall have the right to give a one hundred and eighty (180) day notice of termination and terminate this Agreement. In the event City elects to terminate this Agreement, there shall be no Disposal Fee increase for the then-remaining term of the Agreement.

5.4 Change in Law Adjustment. The Disposal Fee shall be adjusted from time to time to allow Owner to recover City's pro rata share of any increased costs of operation of the Facility or Other Facilities arising from a Change in Law after the Effective Date, upon thirty (30) day's advance written notice from Owner and a statement of basis for the adjustment. Notwithstanding the above, if a change in law results in a Disposal Fee increase greater than 10%, City shall have the right within thirty (30) days of receipt of Owner's written notice to request that Owner negotiate in good faith regarding changes in services or other terms and conditions to mitigate the impact of the proposed increase. If negotiations are not successfully concluded within sixty (60) days following Owner's receipt of the City's written request, City shall have the right to give a one hundred and eighty (180) day notice of termination and terminate this Agreement. In the event City elects to terminate this Agreement, there shall be no Disposal Fee increase for the then-remaining term of the Agreement.

5.5 Annual Adjustment. The annual price adjustment for the Disposal Fee and Food Waste Processing Fee shall be based on the CPI and shall first be effective July 1, 2021 and on

July 1 of each subsequent year during the Term of this Agreement. The Disposal Fee shall be increased on July 1 by the percentage increase in the annual average CPI for the preceding January to December. These calculations are mathematically and hypothetically illustrated for the first CPI adjustment (July 2021) as follows in Exhibit B.

5.6 Billing and Payment Procedure. On or before the 20th day of each month, Owner shall submit to City an invoice for Disposal Fees, Food Waste Processing Fees and for any applicable additional charges such as state, county and local fees as allowed by the terms of this Agreement for the prior calendar month for Residual Solid Waste, Municipal Solid Waste, Treated Wood, Biosolids or Food Waste delivered to Owner's Facility and Other Facilities, as applicable. Payment shall be due thirty (30) days from City's receipt of the invoice. If City disputes any amount billed by Owner, City shall provide written objection within twenty (20) days of receipt of the invoice containing the disputed amount. City shall pay any amount not in dispute on the due date as provided in this section. The parties shall promptly attempt to resolve any dispute, but in the event the dispute is not resolved, either party may pursue legal action. Invoices related to Residual Solid Waste, Municipal Solid Waste, Treated Wood, or Food Waste and other materials will be submitted to:

City of Oxnard
Environmental Resources Division Manager
111 S. Del Norte Blvd.
Oxnard, CA 93030

Invoices related to Biosolids will be submitted to:

City of Oxnard
Wastewater Division Manager
6001 Perkins Road
Oxnard, CA 93033

6. INDEMNITY AND INSURANCE

6.1 Indemnification of City. Owner shall indemnify defend and hold harmless City and its member agencies, officers, directors, employees, agents, representatives and the members of City's and City's member agencies and legislative bodies, from and against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses, including without limitation claims based in tort or for death or personal injury, or damage to property or for contribution or indemnity claimed by third parties against City or incurred by City, known or unknown, contingent or otherwise ("Indemnified Claims"), directly or indirectly, arising from occasioned by, or related to Owner's performance of, or its failure to perform its obligations under this Agreement or Applicable Law. Owner shall defend City at Owner's sole cost and expense, including, but not limited to, reasonable attorneys' fees, direct litigation costs and expert witness and consultant fees, in any legal or administrative action or proceeding based upon any such liability, demand, claim, cost, loss, damage, recovery, settlement or expense. Owner shall select

legal counsel in any matters in which City is indemnified hereunder, subject to the reasonable approval of City. Such legal counsel may also be counsel for Owner.

Notwithstanding the above, the foregoing indemnity shall not apply to Indemnified Claims that directly or indirectly, arise from, are occasioned by, or relate to the active negligence or intentional acts or omissions of City, or its member agencies and each of their officers, directors, employees, representatives, subcontractors or agents, occurring in the course of City's performance of, or failure to perform, its obligations under this Agreement, acts or omissions in violation of Applicable Laws or the delivery of Non-Conforming Waste to the Facility or Other Facilities. This obligation shall survive termination of the Agreement.

6.2.1 Indemnification of Owner. City shall indemnify defend and hold harmless Owner and its parent companies, partners, members, subsidiaries and affiliates, and each of their officers, directors, shareholders, employees, agents, representatives and successors and assigns from and against any and all liability, demands, claims, costs, losses, damages, penalties, recoveries, settlements, and expenses, including without limitation claims based in tort or for death or personal injury, or damage to property or for contribution or indemnity claimed by third parties against Owner or incurred by Owner, known or unknown, contingent or otherwise, directly or indirectly, arising from occasioned by, or related to the sole negligence or intentional acts or omissions of City, or its member agencies and each of their officers, directors, employees, representatives, subcontractors or agents, occurring in the course of its performance of, or failure to perform, its obligations under this Agreement, including acts or omissions in violation of Applicable Laws, or the delivery of Non-Conforming Waste to the Facility or Other Facilities.

6.3 Insurance.

6.3.1 City is self insured under provisions of California Law for amounts up to $1,000,000 for automobile and general liability purposes, and up to $300,000 for workers' compensation purposes. With respect to insurance above these amounts, City is a member of an organization of California cities that pool risk. City will, upon written request, provide Owner such documentation as appropriate to evidence and describe City's insurance arrangements.

6.3.2 Owner's Insurance Coverage. Owner shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the Insurance Exhibit INS-Z, which is attached hereto and incorporated herein by this reference. Owner shall, before performance of any services under this Agreement, file with the City's Risk Manager evidence of insurance coverage as specified in Insurance Exhibit INS-Z. Maintenance of insurance coverages by Owner is a material element of this Agreement. Owner's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

7. DEFAULT BY CITY

7.1 Right to Suspend or Terminate Upon Default. City shall be in default under this Agreement and Owner shall have the right to suspend or terminate this Agreement in the event City fails to perform its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving notice from Owner specifying the breach; provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, City shall not be in default so long as it promptly commences action required to cure the breach within ten (10) calendar days after receipt of such notice and continues such performance diligently until the cure is completed. Notice of default shall be in writing and delivered to the representative of City designated in Section 9.5.

7.2 Owner's Remedies Cumulative. Owner's rights to suspend or terminate this Agreement under Section 7.1 are not mutually exclusive, and Owner's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in the alternative and in addition to any and all other legal and equitable rights and remedies that Owner may have.

8. DEFAULT BY OWNER

8.1 Right to Suspend or Terminate Upon Default. Owner shall be in default under this Agreement and City shall have the right to suspend or terminate this Agreement in the event Owner fails to accept and dispose of Residual Solid Waste, Municipal Solid Waste, Treated Wood, or Biosolids as required by Section 4 or otherwise fails to perform its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving notice from City specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, Owner shall not be in default so long as Owner commences action required to cure the breach within ten (10) calendar days after receipt of such notice and continues such performance diligently until the cure is completed. Notice of default shall be in writing and delivered to the representative of Owner designated in Section 9.5.

8.2 City's Remedies Cumulative. City's rights to suspend or terminate this Agreement under Section 8.1 are not mutually exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in the alternative and in addition to any and all other legal and equitable rights and remedies that City may have.

9. OTHER AGREEMENTS OF THE PARTIES

9.1 Relationship of Parties. The parties intend that Owner shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City nor as a partner of or joint venturer with City. No employee or agent of one party shall be or shall be deemed to be an employee or agent of the other party. Except as expressly provided herein, Owner shall have the exclusive control over the manner and means of conducting the disposal services performed under this Agreement and all persons performing such services; further, that City shall have the exclusive

control over the manner and means of delivering waste material to the Facility or the Other Facilities and all persons performing such services pursuant to this Agreement. Each party shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither party nor any of its officers, employees, subcontractors or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the other party's employees by virtue of their employment with such party.

9.2 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California without reference to its conflicts of law principles.

9.3 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any right on any Persons other than the parties to it and their representatives, successors and permitted assigns.

9.4 Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either party of any moneys that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

9.5 Notice. Except as provided otherwise herein, any notice required under this Agreement shall be made either by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed given upon personal delivery or within three (3) days of mailing. Notices shall be given to the parties at the following addresses:

To Owner:
District Manager
Simi Valley Recycling and Disposal Facility
2801 N. Madera Road
Simi Valley, CA 93065-6208

With a Copy to:
Waste Management – Southern California Market Area
9081 Tujunga Avenue
Sun Valley, CA 91352
Attn: Legal Counsel

To City:
City of Oxnard
Environmental Resources Division Manager
111 S. Del Norte Blvd.
Oxnard, CA 93030

With a Copy To:
City of Oxnard
City Attorney
300 West Third Street
Oxnard, CA 93030

Either party may change the location of individuals for receipt of notices hereunder by providing written notice to the other party as aforesaid.

9.6 Approvals. Except as provided otherwise herein, whenever this Agreement calls for the consent, review, approval, action or permission of a party, such party shall act reasonably under the circumstances, and such consent, review, approval, action or permission shall not be arbitrarily or unreasonably taken, given, withheld, exercised or delayed.

9.7 Force Majeure.

9.7.1 Neither Owner nor City shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake, severe weather, fire, storm, freezing, pandemics, quarantines or other similar natural disasters or catastrophic events), war, insurrection, riot, acts of any government (including judicial action), condemnation or other taking by a governmental entity, Change in Law, labor unrest (including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Owner's employees or directed at Owner or third parties) or other similar causes which are not the fault of, and beyond the reasonable control of, the party claiming excuse from performance.

9.7.2 Any interruption or discontinuance of Owner's ability to accept and dispose of materials at the Facility or Other Facilities caused by one or more of the events described in this section shall not constitute an event of default by Owner under this Agreement.

9.7.3 If either City's or Owner's performance is affected by any such event, it shall give written notice to the other party as soon as it is reasonably practical and further, shall diligently attempt to resolve such condition.

9.8 Authority of City. City hereby represents it has the power and authority to execute this Agreement and to be bound by the terms and conditions contained herein. City further represents that it has the authority to direct the disposal of materials at the Facility or Other Facilities on behalf of City during the entire Term hereof.

9.9 Other Remedies. In addition to the other remedies expressly provided for elsewhere herein, the parties may exercise any and all rights and remedies provided by law or equity for any breach of this Agreement.

10. MISCELLANEOUS PROVISIONS

10.1 Entire Agreement. This Agreement represents the full and entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral.

10.2 Section Headings. The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement and not to alter or affect its provisions.

10.3 Interpretation. This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

10.4 Amendment. This Agreement and any provision thereof may not be modified or amended in any respect except by a writing signed by the parties.

10.5 Severability. If any provision of this Agreement is for any reason deemed to be invalid, and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

10.6 Attorneys' Fees. The prevailing party in any action or proceeding to enforce or interpret any of the terms of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

10.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

10.8 Successors/Assignment. This Agreement shall bind the successors, assigns and legal representatives of the parties. This Agreement may not be assigned by either party without the advance written consent of the other, which consent shall not be withheld unreasonably nor required for an assignment to an affiliate of Owner. In determining whether to grant or withhold consent a party may consider the financial strength of the proposed assignee as compared to the financial strength of the party seeking assignment, the experience and reputation of the assignee in the industry, and such other factors as are commercially reasonable.

10.9 Recitals. The recitals to this Agreement are hereby incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, City and Owner have executed this Agreement as of the date and year first above written.

**CITY OF OXNARD**

☐ John C. Zaragoza[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**WASTE MANAGEMENT OF CALIFORNIA, INC.**

Larry Metter,[2] President – Southern California Area Date

Pete Demolder, Asst. Sect. Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**EXHIBIT A**
**DISPOSAL FEES AT FACILITY**
EFFECTIVE_____, 2021 THROUGH JUNE 30, 2021

| Material | Disposal Rate Net of Government Fees ($/Ton) | Government Fees[(a)] ($/Ton) | Total Rate Including Government Fees ($/Ton) |
|---|---|---|---|
| Residual Solid Waste/MSW | $22.04 | $6.95 | $28.99 |
| Biosolids | $66.62 | $6.95 | $73.57 |
| Treated Wood | $76.55 | $6.95 | $83.50 |

[(a)]Government Fees reflect all per-ton state, county and local fees, taxes and charges as of the Effective Date. The sum of $6.95 per ton is comprised of a California Recycling Fee of $1.40 per ton, Ventura County Solid Waste Fee of $3.38 per ton, Ventura County Waste Control Fee of $1.17 per ton, and City of Simi Valley Host Fee of $1.00 per ton (as may be adjusted).

**DISPOSAL FEES AT OTHER FACILITIES**
EFFECTIVE _____, 2021 THROUGH JUNE 30, 2021

| Landfill | Material | Disposal Rate Net of Government Fees ($/Ton) | Government Fees[(a)] ($/Ton) | Total Rate Including Government Fees ($/Ton) |
|---|---|---|---|---|
| Palmdale Landfill | Residual Solid Waste and Municipal Solid Waste | $28.65 | $4.35 | $33.00 |
| Lancaster Landfill | Residual Solid Waste and Municipal Solid Waste | $21.30 | $11.70 | $33.00 |
| El Sobrante Landfill | Residual Solid Waste and Municipal Solid Waste | $27.81 | $5.19 | $33.00 |

[(a)] Government Fees reflect all per-ton state, county and local fees, taxes and charges as of the Effective Date.

- The sum of $4.35 per ton for Palmdale Landfill is comprised of $1.40 per ton California Recycling Fee per ton, $0.41 per ton Los Angeles County Regulatory Fee, $1.50 per ton Los Angeles County Solid Waste Management Fee, and $1.04 per ton City of Palmdale Host Fee (as may be adjusted).
- The sum of $11.70 for Lancaster Landfill is comprised of $1.40 per ton California Recycling Fee, $0.41 per ton Los Angeles County Regulatory Fee, $1.50 per ton Los Angeles County Solid Waste Management Fee, $0.29 per ton Diversion Programs Fee, $0.12 per ton Illegal Dumping Fee, $2.34 per ton surcharge for waste received from outside the area designated as the Antelope Valley, $0.58 per ton Los Angeles Regional

Planning Fee Parks and Recreation, $0.59 per ton Los Angeles Regional Planning Fee Department of Public Works, $1.17 per ton Los Angeles County Public Works Fee, and $3.30 per ton Los Angeles County Tax at 10% of the tip fee (as may be adjusted).

- The sum of $5.19 for El Sobrante Landfill is comprised of $1.40 per ton California Recycling Fee and $3.79 per ton Riverside County Host Fee (as may be adjusted).

**FOOD WASTE PROCESSING FEES**

EFFECTIVE _____, 2021 THROUGH JUNE 30, 2021

| **Facility** | **Material** | **Disposal Rate Net of Government Fees ($/Ton)** | **Government Fees[(a)] ($/Ton)** | **Total Rate Including Government Fees ($/Ton)** |
|---|---|---|---|---|
| Sun Valley Recycle Park | Food Waste | $124.29 | $0.71 | $125.00 |

[(a)]Government Fees for all per-ton state, county and local fees, taxes and charges as of the Effective Date. The sum of $0.71 per ton is comprised of $0.41 per ton City of Los Angeles business tax and $0.30 per ton Clean Air Incentive/Host Fee (as may be adjusted).

EXHIBIT B

**CPI ADJUSTMENT FORMULA AND**
**EXAMPLE RATE ADJUSTMENT METHODOLOGY**

CPI Adjustment = A x (B-C) / C

A = Disposal Fee, Effective Date (Disposal Fee) = $28.92 (for example purposes, calculation would be made for each rate in the rate matrix)

B = 2020 Annual Average CPI (Consumer Price Index All Urban Consumers Los Angeles-Long Beach-Anaheim 1982-1984=100, not seasonally adjusted) = 242.564 (a hypothetical value for example only)

C = 2019 Annual Average CPI (Consumer Price Index All Urban Consumers Los Angeles-Long Beach-Anaheim 1982-1984=100, not seasonally adjusted) = 236.648

July 2021 Disposal Fee CPI Adjustment = 1.025% or $0.72

July 2021 Disposal Fee = Disposal Fee + CPI Adjustment = $28.92 + $0.72 = $29.64

**INSURANCE REQUIREMENTS FOR FACILITY OPERATORS**
**(SOLID WASTE)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $5,000,000 per occurrence 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 $5,000,000 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Operator shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-Z. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before occupation of the premises. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Operator 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. Operator 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 Operator; products and completed operations of Operator; premises owned, occupied or used by Operator; or automobiles owned, leased, hired or borrowed by Operator. 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-Z 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 <u>and</u> CG 2037).**

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

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

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

Manager.

1/21

# 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-Z.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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT.<br>[x] LIQUOR LIABILITY | | | | GENERAL AGGREGATE $5,000,000<br>PRODUCTS COMP/OP AGG. $5,000,000<br>PERSONAL & ADV. INJURY $5,000,000<br>EACH OCCURRENCE $5,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $5,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER** | | | | LIMIT OF INSURANCE |

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

SAMPLE

| CERTIFICATE HOLDER | CANCELLATION |
| --- | --- |
| **CITY OF OXNARD**<br>**Attn: Insurance Compliance**<br>**Reference No._____**<br>**P.O. Box 100085 – OX**<br>**Duluth, GA 30096**<br>**Via Email: cityofoxnard@ebix.com**<br>**Via Fax: 678-259-1007** | 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.<br><br>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
❒ COMPREHENSIVE GENERAL LIABILITY
❒ OWNERS & CONTRACTORS PROTECTIVE

❒ Claims Made
Retroactive Date _____
❒ Occurrence

## OTHER PROVISIONS

## COVERAGES

| | LIABILITY LIMITS IN THOUSANDS $ | |
|---|---|---|
| | EACH OCCURRENCE | AGGREGATE |
| ❒ GENERAL | | |
| ❒ PRODUCTS/COMPLETED OPERATIONS | | |
| ❒ PERSONAL & ADVERTISING INJURY | | |
| ❒ FIRE DAMAGE | | |
| ❒ _____ | | |
| ❒ _____ | | |

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

Name: _____
Address: _____
_____
Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## 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

❒ 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

❒ 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: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**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 _____

# Agreement A-8280 with Waste Management of California, Inc. for Solid Waste Disposal at Simi Valley Landfill

Public Works and Transportation Committee
January 12, 2021

Todd Vasquez-Housley
Environmental Resources Division

CITY OF OXNARD CALIFORNIA

## Recommendation

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8280 with Waste Management of California, Inc. for a five year term from February 2, 2021 through February 1, 2026 for solid waste disposal at the Simi Valley Landfill from the Del Norte Regional Recycling and Transfer Station.

## BACKGROUND

Currently the Environmental Resources (ER) operates under two separate agreements:

- Ventura Regional Sanitation District (VRSD) for 48% of solid waste disposal at Toland Landfill
- Waste Management of California, Inc. (WMC) for 52% of solid waste disposal at Simi Valley Landfill

## BACKGROUND

In FY 2019-20 approximately 280,000 solid waste tons were sent to the landfills:

- 55% to the Simi Valley Landfill
- 45% to the Toland Road Landfill

Current disposal rates are:

- $31.99 per ton at the Simi Valley Landfill
- $32.81 per ton at the Toland Road Landfill

## DISCUSSION

June 17, 2020: City issued a request for proposal (RFP) to solicit solid waste disposal services which were due July 29, 2020

RFP was sent to:

- WMC / Simi Valley Landfill
- VRSD / Toland Road Landfill
- Waste Connections, Inc. / Chiquita Canyon Landfill

RFP was posted on the City's website and www.publicpurchase.com

## DISCUSSION

City received two (2) qualified proposals:

- WMC
- VRSD

Both proposals presented multiple scenarios of landfill capacities and disposal costs

October 20, 2020, City Council approved a 90-day extension for both agreements set to expire on February 13, 2021

## DISCUSSION

VRSD bid summary:

- Current permit conditions allow VRSD to only accept up to 50% of City's waste due to other contract commitments
- VRSD bid amounts above 50% contingent upon permit modification request

  No permit modification timelines or backup landfill options provided upon City's request
- Even at 50% guaranteed capacity, VRSD bid is $34.01 per ton compared to WMC's bid of $30.00 for same volume
- At 100% guaranteed capacity, WMC's bid is $28.99 per ton. Best value for City and ratepayers

## DISCUSSION

WMC bid summary:

- 100% Guaranteed Landfill Capacity at $28.99 per ton
- There are no "put-or-pay" provisions – the City will pay only what is delivered to the landfill at the rate of $28.99
- Disposal fee is adjusted annually by Consumer Price Index
- Allows for fee adjustments in the event of new or increased regulatory fees and changes in law
- WMC provides backup landfills at their Palmdale, Lancaster, and El Sobrante landfills in the event the Simi Valley Landfill is closed or becomes unavailable.

## DISCUSSION

Based on bid results, staff is recommending WMC based on the following:

- WMC - 100% guaranteed landfill disposal capacity
- Long-term disposal security
- Lower rates for Oxnard utility ratepayers (approximate annual savings $844,200)
- Provides three (3) additional landfill options
  - Palmdale Landfill
  - Lancaster Landfill
  - El Sobrante Landfill

## DISCUSSION

**TABLE 1**
**CURRENT CONTRACT DISPOSAL COST**

| Landfill | Annual Estimated Delivered Tonnage | Disposal Rate Per Ton | Total Disposal Cost |
|---|---|---|---|
| WMC/Simi Valley | 154,000 (55%) | $31.99 | $4,926,460 |
| VRSD/Toland | 126,000 (45%) | $32.81 | $4,134,060 |
| | | **TOTAL** | **$9,060,520** |

**TABLE 2**
**PROPOSED DISPOSAL COST 50/50 BETWEEN WMC AND VRSD**

| Landfill | Annual Estimated Delivered Tonnage | Disposal Rate Per Ton | Total Disposal Cost |
|---|---|---|---|
| WMC/Simi Valley | 140,000 (50%) | $30.00 | $4,200,000 |
| VRSD/Toland | 140,000 (50%) | $34.01 | $4,761,400 |
| | | **TOTAL** | **$8,961,400** |

## DISCUSSION

**TABLE 3**
**PROPOSED DISPOSAL COST AT 100%***

| Landfill | Annual Estimated Delivered Tonnage | Disposal Rate Per Ton | Total Disposal Cost |
|---|---|---|---|
| WMC/Simi Valley | 280,000 (100%) | $28.99 | $8,117,200 |
| VRSD/Toland | *VRSD cannot guarantee capacity above 50% due to current permit limitations. | | N/A |
| | | **TOTAL** | **$8,117,200** |

**Note: Annual estimated saving $844,200 from Table 3 versus Table 2**

## DISCUSSION

WMC meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State

## FINANCIAL IMPACT

Total value of Agreement over the 5-year term is $52M based on annual estimate of 280,000 tons at a disposal fee of $28.99 per ton

Funds are available in the Environmental Resources Operating Fund for remainder of FY 2020-21

| FY 2020-21 (5 months) | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 (7 months) | TOTAL |
|---|---|---|---|---|---|---|
| $3,491,072 | $9,086,187 | $9,853,562 | $10,685,746 | $11,588,212 | $7,330,689 | $52,035,468 |

The estimated costs for waste disposal will be requested in future fiscal year budgets

CITY OF
OXNARD
CALIFORNIA

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE**
**AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.3**

**DATE:** January 12, 2021

**TO:** Public Works and Transportation Committee

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

**SUBJECT:** Solenis LLC, Purchase Order for Supply and Delivery of Anionic Polymer. (0/5/5)

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order with Solenis LLC, in the amount not to exceed $450,000 for a three-year term ending June 30, 2024, for supply and delivery of anionic polymer to the Oxnard Wastewater Treatment Plant.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/-Nckbc3W2Ko

## BACKGROUND

On September 17, 2020, the City released solicitation PW 21-11 for the Supply and Delivery of Anionic Polymer. Between the dates of September 29, 2020, and October 15, 2020, the Wastewater Division, in conjunction with potential bidders, conducted polymer performance testing to determine the effectiveness of each bidder's polymer.

In order for a bid to be eligible for consideration, each bidder must have satisfactorily completed a polymer performance test for each polymer they intended on bidding. Performance testing consisted of a primary bench test and a secondary full scale test that was closely monitored by City staff. Only those bidders who successfully met the City's parameters outlined in the primary bench test were allowed to advance to the full scale testing. Solenis, Polydyne, and Nalco all participated in the primary bench testing trials which included the following parameter: removal of total suspended solids (TSS) by 80%.

Of the three (3) vendors who participated in the primary bench testing, only Solenis' polymers met or exceeded the City's minimum removal rate for TSS. Solenis proceeded to the full scale testing where they produced favorable results throughout the duration of the test. Bids closed on October 28, 2020, where Solenis was the sole bidder as a direct result of the performance testing.

## DISCUSSION

The 2017 Public Works Integrated Master Plan recommended the removal and demolition of the existing two (2) biotowers due to structural and operational concerns. The removal of the biotowers from the treatment

process requires a multi-step approach including structural stabilization for safety purposes and the construction of a new chemical addition facility to enhance the primary treatment process. These two items were completed as part of the Emergency Repairs Project in 2019.

The chemical addition facility, also known as the Chemically Enhanced Primary Treatment (CEPT) facility, is required to mix and inject anionic polymer into the raw wastewater upstream of the Primary Clarifiers. The anionic polymer acts as a flocculant to increase primary treatment efficiency.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

The cost for this three (3) year Purchase Order with Solenis is $450,000. The spending plan is $75,000 in Fiscal Year 2020-21. This cost will be funded with existing appropriations from the Wastewater Operating Fund 621 (account 621-6202-843-8106). The remaining balances will be requested in subsequent fiscal years.

| **Anionic Polymer Spending Plan** | | | | |
|---|---|---|---|---|
| FY 20-21 | FY 21-22 | FY 22-23 | FY 23-24 | TOTAL |
| $75,000 | $125,000 | $125,000 | $125,000 | $450,000 |

*Prepared by: Jan Hauser, Wastewater Division Manager*

**ATTACHMENTS**

1. PW20-11 Supply and Delivery of Anionic Polymer Solenis LLC RFB
2. Solenis Presentation

# Request for Bid

## PW21-11

## SUPPLY & DELIVERY OF ANIONIC POLYMER

Bid Close Date: **OCTOBER 28, 2020**
By 2:00 p.m. PT

**Purchasing Division**
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

# CITY OF OXNARD
# INSTRUCTIONS TO BIDDERS

## 1.0 PUBLIC PURCHASE

1.1 As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

1.2 Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

1.3 There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

1.4 Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.

- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

1.5 A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

1.6 The City cannot guarantee you will receive notice of every opportunity to sell to the City, it is encouraged to visit our Purchasing website at https://www.oxnard.org/rfps-and-rfqs/ for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

## PREPARATION OF BID

**1.0** Proposers will be responsible to carefully examine the requirements contained herein.

### Proposed Timeline

| DATE | ACTIVITY |
|---|---|
| September 17, 2020 | Release of Solicitation |
| Week of September 29 through October 15, 2020 | Polymer Performance Testing* |
| October 21, 2020 | Last day for Questions by Bidders |
| October 28, 2020 | Submission of the Bids is due by **2:00 p.m.** online at www.publicpurchase.com |
| November 2020 | Agreement Development/Negotiations |
| February 2021 | City Council approval |
| February 2021 | Contracted work begins |

**The above dates are tentative and are subject to change as necessary.**

***SCHEDULING THE POLYMER PERFORMANCE TESTING DATE**: In order for a Bid to be eligible for consideration, the prospective vendor must have scheduled and completed Polymer Performance Testing of each polymer they will offer in their Bid. Vendors are responsible to contact Eric Ngo, Wastewater Laboratory Supervisor, at (805) 271-2207 to schedule a test session.

Only those polymers that have completed the required Polymer Performance Testing will be considered.

## 2.0 EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's.

## 3.0 PREPARATION OF BID

3.1 In addition to responding to other sections of this request for bid, bidder shall submit Attachments A, B, C, D, E and F, in its entirety, which includes the bid documents and specifications. Failure to do so may cause rejection of the bid.

3.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

3.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

3.4 The bid must be submitted by an authorized agent of the submitting entity.

## 4.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

## 5.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

| ***BIDDER'S RESPONSE:*** Solenis LLC |
|---|

B. Company overview and disclosure of services or activities performed, including:

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** Owned by : Solenis Holdings 1, LLC, No political contributions made to the Elected Officials

ii. ***BIDDER'S RESPONSE:*** See next page

iii. ***BIDDER'S RESPONSE:*** Solenis LLC formed in 2014, 96+ years experience including under prior names: Ashland Water Technologies, Hercules Inc.

iv. ***BIDDER'S RESPONSE:*** Material produced at 2401 Doyle Street, Greensboro, NC. Approximately 30 staff on site

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

***BIDDER'S RESPONSE:*** None

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

***BIDDER'S RESPONSE:*** No

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

***BIDDER'S RESPONSE:*** Edward Connors, Steve Jose, Jason Burhans

solenis.com

**Business Address:** Solenis LLC
2475 Pinnacle Drive
Wilmington, DE 19803

**Officers of Solenis:**

| | |
|---|---|
| John Panichella | CEO & President |
| Edward Connors | President, Americas |
| John Naughton | Senior Vice President, Global Supply Chain |
| David Nocek | Sr. Vice President, Global Human Resources |
| Charles Wallace | Sr. Vice President, Chief Information Officer |
| Royce A. Warrick | Senior Vice President, General Counsel and Secretary |
| Jonathan Costello | Vice President, Corporate Development |
| Cornelis Saarloos | Vice President and Treasurer |
| Richard Oswald | Vice President and Controller |
| John Schumann | Vice President, Corporate Accounts IWT |
| David Jellison | VP, North America IWT |
| Christopher Sittard | Vice President, Global Sourcing |
| Christy Margolin | Assistant Secretary |

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

| | |
|---|---|
| i. | ***BIDDER'S RESPONSE:*** Mark & Dane Marcelletti, Technical Sales Representatives |
| ii. | ***BIDDER'S RESPONSE:*** Providing testing, expertise, training and troubleshooting to customers |
| iii. | ***BIDDER'S RESPONSE:*** See following page |
| iv. | ***BIDDER'S RESPONSE:*** See following page |
| v. | ***BIDDER'S RESPONSE:*** See following page |
| vi. | ***BIDDER'S RESPONSE:*** See following page |

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

solenis.com

## Qualifications and Experience for Technical Sales Representatives

- Total 55 years combined experience.
- Key understanding of Water & Wastewater chemicals for all applications.
- Experts in Centrifuges, Belt Press, Screw Press, DAF's, Primary and Secondary Applications.
- Decades of relationships with OEM Manufacturers Water and Wastewater Equipment. (ie: Centrifuges, Belt Press, Screw Press, DAF's, Primary and Secondary)

Mark Marcelletti:

43 years of experience in Water and Wastewater
Bachelors Degree in Economics and Finance Case Western Reserve University

Dane Marcelletti:
12 years of experience in Water and Wastewater
Bachelors Degree Business Management California State University Northridge

# CITY INFORMATION

## 6.0 GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

## 7.0 BACKGROUND INFORMATION

The City of Oxnard Wastewater Treatment Plant (OWTP) has recently completed construction of a Chemically Enhanced Primary Treatment (CEPT) facility. The facility is designed to add anionic polymer to the raw wastewater prior to the primary settling basins to improve primary settling performance. The goal of this solicitation is to conduct a competitive process that will result in the selection of the highest performing, cost effective polymer.

Currently, the City adds ferric chloride to the raw wastewater at the headworks. Therefore, the desirable polymer will need to be effective with pre-added ferric at reducing the total suspended solids (TSS) and total 5 day Biochemical Oxygen Demand (TBOD5).

## 8.0 SERVICE DESCRIPTION

The selection process will consist of an initial qualifications package followed by a bench-scale test and full-scale CEPT test followed by a price. The polymer bench test will be conducted during a week to be determined. Prior to pre-qualification testing, the Vendor must provide to the City the Safety Data Sheet and Product Bulletin for each proposed anionic emulsion polymer.

Polymers supplied shall be clean and free of foreign substances. Vendors must provide a certificate of analysis for each delivery of product. The chosen polymer shall have no apparent separation within 30 days of delivery to the City's bulk storage facilities. Separation of polymer in storage containers during the full scale test may result in that polymer being rejected.

Delivery of bulk polymer shall be within 7 days from receipt of order.

## 9.0 TERM

The period of performance anticipated for this solicitation and shall be for three (3) years, with two (2) one (1) year renewable increments, effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

## 10.0 TEST PROCEDURES SEQUENCE OF EVENTS

No jar test samples will be allowed to be drawn prior to Bidder's scheduled day of Polymer bench test. Bidders will be allotted a four (4) hour block of time to complete all jar work and testing.

Bidders are expected to attend their scheduled sessions, and be completely prepared to begin and end at their scheduled times. Test session(s) may be suspended, at City discretion, if Vendor is not prepared to start on time, or are exceeding their time allowed. A test session will only be rescheduled if either the Vendor or the City is prevented by "force majeure". As used in this context "force majeure" means fire, explosion, action of the elements, interruption of public transportation, unusually severe weather conditions, or any cause, which is beyond the control of the party affected, and which, by exercise of reasonable diligence, could not have been prevented. Problems or delays encountered during the test session(s) are to be noted on the Polymer Trials Form.

The polymer full-scale CEPT test will be conducted during a week to be announced.

## STEP A – POLYMER BENCH TEST

Bidders are to contact Eric Ngo, Wastewater Laboratory Supervisor, at (805) 271-2207 to schedule a test session. There will be one test session scheduled per day, Tuesday through Thursday. The session will begin at 1:00 P.M, and end at 5:00 P.M. Each Vendor is responsible for supplying all necessary equipment to make down their polymer solutions and perform mixing of polymer/composite influent mixture.

The City will supply:

a. Supervision
b. Stopwatch
c. Composite Influent sample taken over a 4 hour period (8 AM - 12 PM) prior to scheduled jar test
d. Phelps mixing assembly

Procedure:

The Vendor will conduct a polymer bench test on the influent composite sample collected that morning. The City makes no guarantee as to influent composite sample, content or consistency during any phase of sampling or testing. The Bench Test will be conducted in the Oxnard Wastewater Treatment Plant Lab at the scheduled time.

1. OWTP staff will collect an Influent composite sample from the Influent Pump Station Wet Well over a 4 hour period (8 AM - 12 PM). It needs to be noted that the OWTP adds ferric chloride and peroxide to the incoming sewer flows at the Inlet Junction Structure on a continuous basis.
2. A 6 station "Phelps" mixer provided by the City is to be used for the jar tests.
3. Jar testing is to begin promptly at 1 pm. The Jar test procedure is as follows:

a. Mix the composite sample by hand and refrigerate a sample for subsequent analysis by the OWTP Laboratory staff.

b. Fill 6 1000 ml beakers with the primary influent and position them on the "Phelps" mixer.

c. Turn on the mixer and operate at a rapid mixing speed of approximately 100 rpm while polymer is added at varying dosages. The 1st jar is to receive no polymer and serve as the "blank/control".

d. The mixers are to be operated at the "rapid mixing" speed of approximately 100 rpm for 15 to 20 seconds after polymer is added.

e. The mixers are then to be operated at a "flocculation speed" of approximately 30 rpm for approximately 2 minutes.

f. Turn the mixers off for approximately 25 minutes.

g. After the 25 minutes of quiescent settling, samples are to be collected by OWTP laboratory staff from below each jar's liquid surface.

h. These samples will be refrigerated for subsequent analysis by the OWTP Laboratory staff.

4. Repeat No. 3 as needed to qualify all available products.

The City will supervise the Bench Test and collect samples from below the jar tests' liquid surface after the final settling stage. These samples will be refrigerated for subsequent analysis by OWTP Laboratory staff.

**In order to qualify for the FULL-SCALE TRIAL, a minimum of 80% removal of TSS will have to be achieved.**

Based on the bidder's bench test results, the City will either reject the product or pre-qualify the Bidders selected anionic emulsion polymer for the full-scale CEPT trial phase. The City's decision shall be final. Bidders will be notified by letter with individual results of bench test & if product(s) has been pre-qualified. Bidders who have a products(s) pre-qualified must contact the Wastewater Operations Manager at (805) 271-2203 to schedule a full-scale CEPT test.

## STEP B – FULL-SCALE CEPT TEST

In an effort to provide the most consistent conditions for each Vendor to run a FULL-SCALE TEST, the City will schedule one six-hour Full-Scale Test session per day from 10 am to 4 pm., Tuesday through Thursday. Vendors will be allowed on-site at 8:30 am to set up equipment. Please contact the Wastewater Operations Manager at (805) 271-2203 to schedule a full-scale CEPT test. Any polymer used during the full-scale CEPT test must be supplied at no cost to the City. The City will supply a scale to weigh the Polymer container for full-scale test.

Each successful bidder will be allowed to full-scale trial one (1) pre-qualified product. If vendors have more than one product pre-qualified, they must make the decision as to which product they will submit for the full-scale test. Vendors will be allowed a maximum of six (6) hours to complete testing. The bidder shall provide anionic emulsion polymer identical to the product pre-qualified from the bench test. Only two vendor personnel will be allowed at the CEPT station during that testing.

The neat anionic emulsion polymer delivered by the bidder must not contain solidified masses of polymer and must be 100 percent in solution when mixed by means of the City's Dynablend polymer feed system. Polymer not meeting this specification can cause clogging in the City's polymer feed system and will automatically be rejected by the City. The trial polymer will be fed at the Primary CEPT injection point.

The bidder shall select the optimum polymer dose rate. The City shall monitor the Primary Influent flow for stability and communicate any major variations with the vendor.

Bidders shall have their polymer containers removed within five days after their trial. Bidder's equipment shall be removed by the end of the day of completion of their trial. Any containers or equipment that is not removed within the time frame(s) specified will be removed by the City and the Bidder billed for the expense.

The minimum polymer performance requirements are:

* Achieve minimum TSS of 80% removal

* Achieve minimum TBOD5 of 54% removal

Procedure:

1. The Vendor shall submit one product for trial. The Vendor must deliver enough polymer for the maximum of six (6) hours testing.

2. Immediately before the trial begins, the City will weigh the delivered polymer and start a composite sampler to collect Primary Influent during the trial. Also, a sample of the neat polymer used will be taken for analysis by the City for total active substance.

   Vendors must make every effort to ensure that testing stays within their scheduled session. If the Vendor is unable to complete the testing within their scheduled session, the City may, at their discretion, either schedule another test session or disallow any further testing of the Bidder's product. Should some unforeseen situation occur that is the responsibility of the City, i.e., City-owned equipment failure, the City will allow the Vendor to reschedule a session.

3. The City will start and stop a composite Primary Influent Sampler while the vendor delivers polymer to the Primary Influent. At 4 pm, the Primary Influent sampling will be stopped and collected by OWTP.

   This sample will be refrigerated for subsequent analysis by OWTP Laboratory staff.
   The City makes no guarantee as to Influent composite sample, content or consistency during any phase of sampling or testing. The City will begin sampling Primary Effluent three hours after the vendor begins dosing the Primary Influent. It is anticipated that the Primary Effluent sampling will begin at 1 pm. The sampling will be stopped and collected by OWTP staff promptly at 6 pm. This sample will be refrigerated for subsequent analysis by OWTP laboratory staff.

4. After the trial, at 4 pm, the Primary Influent sampling will be stopped and collected by OWTP. This sample will be refrigerated for subsequent analysis by OWTP Laboratory staff. The Primary Effluent will be stopped and collected by OWTP. Likewise, this sample will be refrigerated for subsequent analysis by OWTP laboratory staff.

5. The weight of the remaining polymer will be annotated by the City on the attached CEPT POLYMER TESTING DATA Form.

6. Polymer trial information, and any discrepancies noted by either party, will be recorded on the CEPT POLYMER TESTING DATA Form. Blank copies of this form will be made available at the trial sessions. Once the form is completed, it should be signed by the Vendor and the City representative. The Bidder may request a copy of the form prior to their departure from the plant.

7. All samples used in the full scale trial will be tested for total polymer active substance to determine yearly usage amounts. The City Wastewater Treatment Plant Laboratory will conduct the analysis of composite Primary Influent, composite Primary Effluent samples and

total polymer active substance. Testing will be conducted in accordance with Standard Methods for Examination of Water and Wastewater, 21st Edition, Method 2540G (total, fixed, and volatile solids in solid and semi-solid samples).

8. The net quantity of each Bidder's polymer may vary due to the difference in performance as determined by the City. The City will issue an addendum after performance testing. The addendum will provide polymer consumption data for each product based on the active pounds of polymer used per day and verified by the City's lab results for active substance. The polymer dosage rate, as determined during the polymer trials, will be applied to the estimated quantity of Primary Influent during the contract period (currently estimated to be 8 billion gallons per year). An annual emulsion polymer consumption amount required for CEPT shall be calculated for each product.

9. Bidders shall utilize the data provided to them by the City, to assist them in completing their bid proposal.

10. The trial polymer must achieve the minimum performance (80% removal of TSS, and 54% removal of TBOD5) as previously specified on page C-3 to qualify for bidding. At any time, the City may request the Vendor duplicate the polymer test results under the conditions of full-scale operation.

**Polymer evaluation formula**

All samples will be analyzed by the CITY OF OXNARD. Dosing points in the sample set which meet established minimums (TSS of 80% removal, TBOD5 of 54% removal) would be considered a qualifying point.
Analytical results for each qualifying trial run will be calculated as follows. The polymer dosage which results in the lowest overall cost (TOTAL POLYMER COSTS) will be used for bid evaluation purposes.

In the event none of the tested polymers meets or exceeds the established minimum polymer performance measures for TSS and TBOD5, the City reserves the right to select the best performing polymer or reject all proposals.

The polymer evaluation formula consists of the following:

Polymer dosing cost factor:
(X)*(P) = 245.19 where X and P are defined as follows:

X=Field Test Recommended Dose, mg/l * Average Daily Flow 21MG/D * 8.34 lbs/mg/l/MG
Polymer Active Ingredient (%)
=Polymer Dosage, lbs. per day

P= Polymer Price per Bid $/LB

| | | |
|---|---|---|
| Polymer dosage set in field test (mg/l) | = | 1.4 |
| Average daily Primary Effluent Flow (MG/D) 21MG/D | = | |
| Polymer's Active Ingredient (as measured in OXTP Lab) (%) | = | 40% |

| | | | |
|---|---|---|---|
| TOTAL POLYMER COST | (X)*(P) | = | $257.45 |

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation #PW21-11
Bid Close Date: 10/28/20 at 2:00 pm PT

## CEPT POLYMER TESTING DATA

Vendor Solenis Polymer Praestol A 3050 L Date 10/22/2020

Start WT. 2425 lbs

End WT. 2336

Total Used 89 lbs (Gal 9.88)

START 0934

| Time (Hourly Readings) | Primary Flow (BFE) | Dynablend Setting On/Remote | Pump AUTO | Dilution H2O Inlet PSI | Mixing Chamber PSI | Calibration Rate=1 GPH/minute | Polymer dosage mg/l | |
|---|---|---|---|---|---|---|---|---|
| 0957 | 23.7 | R | A | 45 | Ø | (1.85) 1.6 GPH | 2.Ø | TOTE |
| 1032 | 22.4 | R | A | 36 | Ø | 1.4 GPH | 1.3 | 2410 lbs |
| 1145 | 22.9 | R | A | 36 | Ø | 1.4 GPH | 1.3 | 2396 lbs |
| 1328 | 24.6 | R | A | 36 | Ø | 1.5 GPH | 1.3 | 2371 lbs |
| 1455 | 23.8 | R | A | 36 | Ø | 1.5 GPH | 1.3 | 2350 lbs |
| 1556 | 24.5 | R | A | 36 | Ø | 1.5 GPH | 1.3 | 2336 |
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City Representative (Signature) / Jose Hernandez Print

Vendor Representative (Signature) / Mark Marcelletti Print



Rev Date: 08 19 19

## ATTACHMENT A

## CHEMICAL DESCRIPTION & PRICE

Bidders Name: Solenis LLC

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

| Item No. | Polymer Type | Price lbs. |
|---|---|---|
| 1. | Praestol A3050 L | $ 1.05 |

Note: Polymer to be delivered in bulk shipments

Bidder acknowledges receipt of all addenda

| Addendum: | Date Received: | Addendum: | Date Received: |
|---|---|---|---|
| #01 | September 21, 2020 | #03 | |
| #02 | | #04 | |

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

**ATTACHMENT B**
**COMPANY INFORMATION**

Name of Company: Solenis LLC

Address: 2475 Pinnacle Drive, Wilmington, DE 19803

Service to provide: Supply & Delivery of Polymer

Main Point of Contact: Suzanne Brown

Fed Tax ID: 46-5612095 City Tax ID: 21-0110

E-mail: Bidders@Solenis.com Phone: 302-502-0830

**9.0 Credentials/Resumes/Certifications/Licenses:**
This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

**10.0** Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Certifications/licenses, if applicable
e. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. ***BIDDER'S RESPONSE:*** Technical Sales Representative

b. ***BIDDER'S RESPONSE:*** Provide expertise on polymer application for various modalities in wastewater treatment.

c. ***BIDDER'S RESPONSE:*** See attached

d. ***BIDDER'S RESPONSE:*** ISO 14001

solenis.com

## Qualifications and Experience for Technical Sales Representatives

- Total 55 years combined experience.
- Key understanding of Water & Wastewater chemicals for all applications.
- Experts in Centrifuges, Belt Press, Screw Press, DAF's, Primary and Secondary Applications.
- Decades of relationships with OEM Manufacturers Water and Wastewater Equipment. (ie: Centrifuges, Belt Press, Screw Press, DAF's, Primary and Secondary)

Mark Marcelletti:

43 years of experience in Water and Wastewater
Bachelors Degree in Economics and Finance Case Western Reserve University

Dane Marcelletti:
12 years of experience in Water and Wastewater
Bachelors Degree Business Management California State University Northridge

e. ***BIDDER'S RESPONSE:*** 96+ years in wastewater treatment industy, including under prior names.

## CERTIFICATIONS

I, Jason Burhans, a duly authorized agent of Solenis LLC

**Printed Name of Agent/Officer** **Name of Organization**

hereby certify that Solenis LLC by submission of this proposal in response to the

**Name of Organization**

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: October 26, 2020

Title of Agent/Officer: Pricing Analytics and Administration Manager

*"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."*

# ATTACHMENT C
# REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

| **Reference 1** | |
|---|---|
| Company name: | Los Angeles County Sanitation |
| Address: | 1965 Workman Mill Road, Whittier, CA 90601 |
| Contact person: | Malika Jones |
| Email address: | mjones@lacsd.org |
| Telephone address: | 310-948-1199 |
| Project name: | 03717 furnish and Deliver Cationic Emulsion Polymer for Secondary Sedimentation at Saugus WRP |
| Dates worked performed: | 2016-Present |
| Summary of scope of services: | Polymer Supply for Wastewater Treatment |
| Project cost: | $1 million+ |

| **Reference 2** | |
|---|---|
| Company name: | City of Bakersfield |
| Address: | 8601 Ashe Road, Bakersfield CA 93313 |
| Contact person: | Josh Hernandez |
| Email address: | jhernandez@bakersfieldcity.us |
| Telephone address: | 661-326-3258 |
| Project name: | Multiple |
| Dates worked performed: | Customer since 2010 |
| Summary of scope of services: | Polymer Supply for Wastewater Treatment |
| Project cost: | $400K+ |

| **Reference 3** | |
|---|---|
| Company name: | City of Columbus |
| Address: | 6977 S. HIGH ST., LOCKBOURNE, OH 43137 |
| Contact person: | Ben Roth |
| Email address: | brroth@columbus.gov |
| Telephone address: | 614-645-3138 |
| Project name: | Polymer RFQ 011011 |
| Dates worked performed: | Customer since 2016 |
| Summary of scope of services: | Provide polymer for wastewater treatment |
| Project cost: | $1 million+ |

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

| **BIDDER'S RESPONSE:** | In the past 3 years we have had approximately 400+ contracts at any given time. Compiling this information is not feasible at this time. |
|---|---|

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

| **BIDDER'S RESPONSE:** | None |
|---|---|

## ATTACHMENT D
## STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

1. If so, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

**ATTACHMENT E**

**CITY OF OXNARD**
**SIGNATURE SHEET, AFFIDAVIT**

I, Jason Burhans

depose and say that I am Pricing Analytics and Administration Manager
("Sole Owner", "A Partner", "President", or other proper title)

of Solenis LLC
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

# ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 2852
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

# ATTACHMENT F

## LOCAL BUSINESS QUALIFICATION AFFIDAVIT

NOT APPLICABLE

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with her bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

**Definition of Local Business**

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: _____

Physical Address: _____

Phone: _____ E-Mail: _____

Date Principal Business Address Established: _____ No. of Company Employees at this address: _____

If less than 36 months, list previous City of Oxnard location: _____

City Business License No.: _____ Taxpayer Identification No. (TIN): _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): _____

_____

_____

Signature of Company Official _____ Date _____

Print Name, Title

**Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.**

# Solenis LLC, Purchase Order for Supply and Delivery of Anionic Polymer

Public Works and Transportation Committee
January 12, 2021

Jan Hauser, Wastewater Division Manager

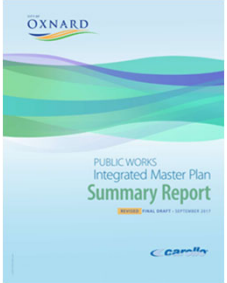
CITY OF OXNARD CALIFORNIA

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order with Solenis LLC, in the amount not to exceed $450,000 for a three-year term ending June 30, 2024, for supply and delivery of anionic polymer to the Oxnard Wastewater Treatment Plant.

- Solicitation PW 21-11 for the Supply and Delivery of Anionic Polymer was advertised on September 17, 2020
- The competitive process included a two-step performance test - bench scale test and full scale test
- Performance testing was conducted at the Wastewater Treatment Plant from September 29, 2020, through October 15, 2020
- Three vendors participated in the primary bench test
  - Testing monitored by City staff
  - Bidders could test as many polymers as they like
  - Polymer must remove 80% of total suspended solids (TSS)

- Solenis, LLC (Solenis) was the sole vendor to exceed the minimum TSS removal rate during bench scale test
- Solenis conducted a full scale performance test after a successful bench scale test
- The Solenis full scale test produced positive results in the removal of TSS and Biochemical Oxygen Demand
- Bids Closed on October 28, 2020, where Solenis was the sole bidder as a direct result of the performance testing

- The 2017 Public Works Integrated Master Plan recommended the removal of the two existing OWTP biotowers due to structural and operational concerns
- Multi-step removal approach includes:
  - Biotower structural stabilization
  - Construction of a chemical addition facility
- Structural stabilization completed July 2019
- Chemical addition facility completed November 2019



- The chemical addition facility is also known as the Chemically Enhanced Primary Treatment (CEPT) facility
- CEPT facility mixes and injects anionic polymer into raw wastewater
- Mixing happens upstream of the primary clarifiers
- Anionic Polymer acts as a flocculant to enhance settling in the primary clarifiers
- Improved settling reduces downstream treatment requirements
  - Allows for the ultimate removal of the biotowers
  - Reduces overall energy usage

- Cost for this three (3) year Purchase Order with Solenis is $450,000
- Spending plan for FY 2020-21 is $75,000 and will be funded with existing appropriations from the Wastewater Operating Fund 621
- Remaining balances to be requested in subsequent fiscal years.

| Anionic Polymer Spending Plan | | | | |
|---|---|---|---|---|
| FY 20-21 | FY 21-22 | FY 22-23 | FY 23-24 | TOTAL |
| $75,000 | $125,000 | $125,000 | $125,000 | $450,000 |

CITY OF OXNARD CALIFORNIA