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 AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
June 27, 2023
Regular Meeting - 8:30 to 10:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 833 0377 3121
3. Passcode: 994785

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, **press *9 to raise your hand** to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. **Press *6 when asked to unmute**. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

   a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
   b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
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. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the June 13, 2023 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: Public Project Agreement 32400005 with Chrisp Company for On-Call Street Striping and Marking Services, Specification No. PW 23-91. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Chrisp Company in the amount not to exceed $1,000,000 for a five-year term for On-Call Street Striping and Marking Services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ehHOi8_JBdo

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Third Amendment to Lease Agreement A-5300 with Cingular Wireless. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve the Third Amendment to Revenue Lease Agreement A-5300 with Cingular Wireless.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/6EHYqTBxjc4
Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: June 27, 2023

TO: Public Works and Transportation Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the June 13, 2023 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 06 13 2023 Public Works & Transportation

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
June 13, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello, Member Arthur Valenzuela Zavala, and Member John C. Zaragoza were present in person.

Staff members present in person were Alexander Nguyen, City Manager; Michelle (Elle) McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; Jan Hauser, Wastewater Division Manager; James Torrez, Material Recovery Facility Manager; Philip Schwieder, Streets Division Manager; Eric Zetz, Environmental Resources Manager; and Dee Lai, Assistant City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ray Blattel (Special Districts/LMD Assessments).

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the May 23, 2023 regular meeting as presented.

It was moved by Member Valenzuela Zavala, seconded by Member Zaragoza, to approve the meeting minutes as presented. VOTE: Perello, Valenzuela Zavala, and Zaragoza voted in favor, the motion carried 3-0.

D. REPORTS

1. Public Works Department
SUBJECT: First Amendment to Professional Services Agreement A-8415 with AECOM Technical Services, Inc. for On-Call Utility Engineering Services.

DRAFT

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with AECOM Technical Services, Inc. (AECOM) to increase the not to exceed amount from $500,000 to $1,500,000 and extend the term to February 28, 2026 for On-Call Utility Engineering Services.

Timothy Beaman, Supervising Civil Engineer presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Public Works Department
SUBJECT: First Amendment to Agreement 9721-22-FN with Salado Enterprises for the Citywide Vehicle Mobile Washing and Detailing Services.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement with Salado Enterprises in the amount of $175,000 for a new total not to exceed $375,000 for an additional period of 12 months for the Citywide Vehicle Mobile Washing and Detailing Services.

Brian Yanez, Assistant Public Works Director presented and answered the Committee's questions. James Torrez, Material Recovery Facility Manager was also available to answer questions. No public comments were received. Discussion ensued among the Committee and staff.

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

3. Public Works Department
SUBJECT: Purchase Order with Safety Network Traffic Signs, Inc. for Finished Street Signs.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Manager to execute a Purchase Order with Safety Network Traffic Signs, Inc. for finished street signs in the amount not to exceed $750,000 for a five-year term ending on June 30, 2028.

Brian Yanez, Assistant Public Works Director presented and answered the Committee's questions. Brian Yanez, Assistant Public Works Director introduced the newly hired Eric Zetz, Environmental Resources Manager. No public comments were received. Discussion

ensued among the Committee and staff.

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

4. Public Works Department
SUBJECT: Trade Services Agreement 32400008 with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for Ocean Monitoring Services.
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for an amount not to exceed $1,850,000 for a five-year term ending December 31, 2028 for ocean outfall monitoring services.

Jan Hauser, Wastewater Division Manager presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Valenzuela Zavala, to approve the recommended action as presented. VOTE: Perello, Valenzuela Zavala, and Zaragoza 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 9:07 p.m.

ROSE CHAPARRO	BERT E. PERELLO
City Clerk	Chair

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: June 27, 2023

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32400005 with Chrisp Company for On-Call Street Striping and Marking Services, Specification No. PW 23-91. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Chrisp Company in the amount not to exceed $1,000,000 for a five-year term for On-Call Street Striping and Marking Services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ehHOi8_JBdo

BACKGROUND

The City's Public Works Streets Division maintains approximately 1,034 lane-miles of streets and roadways, which include approximately 1.8 million square feet of white and yellow pavement markings used to show turns, stops and yield lines, approaching warnings, bike lanes and crosswalks. The Streets Division has used outside pavement marking services for the past 25 years; our most recent vendor was Chrisp Company. The scope of this project is to restripe, replace, and install new pavement markings on an as-needed basis at locations throughout the City to meet current code requirements and enhance safety and visibility for vehicles, bicyclists, and pedestrian users.

DISCUSSION

Pavement marking is a vital maintenance aspect to enhance safety and directional information through visible striping and pavement symbols for City roads and intersections. Pavement markings are needed to clearly delineate the roadway for safe and efficient travel and to help communicate important information to road users. Pavement markings will be performed on an as-required basis as approved by the City Traffic Engineer. Examples include:

- Where pedestrians should cross the street
- When motorists should expect railroad or school crossings
- When motorists should expect a bicyclist

The specific work for these services includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call street striping and marking services, and all other

appurtenant and associated work in accordance with the Contract Documents. Staff will work closely with neighborhood councils, businesses, and residents directly impacted to keep them informed when work is being done.

The notice inviting formal bids (NIFB) on the Project was published on April 20, 2023, and all bids were due and opened on May 9, 2023. The bid requested rates and costs on a variety of services for the purpose of evaluation. The low bidders rates will be documented in the agreement. The work will be issued through task orders and the contract will be for an amount not to exceed $1,000,000 during the five-year term. The City received the following pricing using a representative sample of bid items:

CHRISP COMPANY:	$342,180.00
TORO ENTERPRISES, INC:	$493,562.00
WGJ ENTERPRISES, INC., dba PCI:	$776,660.00

The lowest bidder is Chrisp Company and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Chrisp Company and verified possession of required currently valid licenses, reviewed the Federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily completing the services. Streets Division does not possess a specialized striping truck to perform pavement line striping at this high volume. Additionally, assistance is needed to help with the large volume of striping required throughout the City and the current staff level approved for this Division. Staff recommends that the City Council award the contract to Chrisp Company.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with Chrisp Company shall not exceed $1,000,000 over the five-year contract term. The On-Call Street Striping and Marking Services will be funded from the General Fund Streets Division (1013401-53200). There is sufficient funding available in the FY 2023-24 porposed budget to fund the estimated $200,000 in year one of the spending plan. Funding for subsequent fiscal years will be requested during the annual budget process.

Estimated Spending Plan						
Fiscal Year	**FY 23-24**	**FY 24-25**	**FY 25-26**	**FY 26-27**	**FY 27-28**	**Total**
Streets Maintenance	$200,000	$200,000	$200,000	$200,000	$200,000	$1,000,000

For Finance Use Only: General Fund (Org. 1013401, Obj. 53200)

Prepared by: Philip Schwieder, Streets Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. 32400005 Chrisp Company PW 23-91
2. Presentation

CITY OF OXNARD CONTRACT FOR
ON-CALL STREET STRIPING AND MARKING SERVICES
SPECIFICATION NO. PW 23-91

THIS CONTRACT ("Contract") is made and entered this 18th day of July, 2023 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and CHRISP COMPANY ("Contractor"). Contractor's license number is 374600.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Street Striping and Marking Services, Specification No. PW 23-91 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed one million dollars ($1,000,000) during the Contract Term.

4. Contract Term. The Contract Term shall begin on the Effective Date and end five (5) years thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Purchasing Manager

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

CHRISP COMPANY

David Morris, Vice President[2] Date

Robert Bilotti, C.F.O. Date

[1] The City Council must authorize and the Mayor must sign any formally bid public project agreement over $200,000. The Mayor may authorize and sign any informally bid public project agreement over $100,000 but up to $200,000. The Purchasing Manager may authorize and sign any informally bid public project agreement up to $100,000.

[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

CITY OF OXNARD

BID SHEETS FOR ON-CALL STREET STRIPING AND MARKING SERVICES SPECIFICATION NO. PW 23-91

Bidder's Company Name: Chrisp Company

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

Because the City is unable to predict the requirements for each bid item, award of the Contract will be based on a representative sample of a limited number of bid items listed below. The lowest responsive Bid will be determined by a weighted sum of the sample bid item unit prices. The sample items and weighting to be used will be selected by the City, kept in a sealed envelope until Bids are received, and opened at the Public Bid opening in order to ensure a competitive bidding process.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
PAINT TRAFFIC STRIPE (2-COAT)				
1	Detail 1 Stripe (6" Single Yellow Broken Line) Centerline	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.16
			OVER 9,000	$ 0.14
2	Detail 2 Stripe (6" Single Yellow Broken Line) Centerline With Marker	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.16
			OVER 9,000	$ 0.14
3	Detail 8 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.16
			OVER 9,000	$ 0.14
4	Detail 9 Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.16
			OVER 9,000	$ 0.14
5	Detail 12 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.16
			OVER 9,000	$ 0.14
6	Detail 12A Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.16
			OVER 9,000	$ 0.14

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
7	Detail 21 Stripe (6" Double Yellow Solid Line) No Passing Zone	LF	1 – 5,000	$ 0.25
			5,001 – 9,000	$ 0.20
			OVER 9,000	$ 0.18
8	Detail 22 Stripe (6" Double Yellow Solid Line) No Passing Zone With Marker	LF	1 – 5,000	$ 0.25
			5,001 – 9,000	$ 0.20
			OVER 9,000	$ 0.18
9	Detail 24 Stripe (6" Single Yellow Solid Line) Left Edge Line	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.16
			OVER 9,000	$ 0.12
10	Detail 25A Stripe (6" Single Yellow Solid Line) Left Edge Line With Marker	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.16
			OVER 9,000	$ 0.12
11	Detail 27B Stripe (6" Single White Solid Line) Right Edge Line	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.16
			OVER 9,000	$ 0.12
12	Detail 27C Stripe (6" Single White Broken Line) Extension Thru Intersection	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.16
			OVER 9,000	$ 0.12
13	Detail 28 Stripe (6" Double Yellow Solid Line) Median Island	LF	1 – 5,000	$ 0.60
			5,001 – 9,000	$ 0.55
			OVER 9,000	$ 0.50
14	Detail 29 Stripe (6" Double Yellow Solid Line) Median Island With Marker	LF	1 – 5,000	$ 0.60
			5,001 – 9,000	$ 0.55
			OVER 9,000	$ 0.50
15	Detail 31 Stripe (6" Double Yellow Solid And Broken Line)	LF	1 – 5,000	$ 0.40
			5,001 – 9,000	$ 0.36
			OVER 9,000	$ 0.32
16	Detail 32 Stripe (6" Double Yellow Solid And Broken Line) With Marker	LF	1 – 5,000	$ 0.60
			5,001 – 9,000	$ 0.55
			OVER 9,000	$ 0.50
17	Detail 37B Stripe (8" Single White Broken Line With Marker) Lane Drop At Intersection	LF	1 – 5,000	$ 0.50
			5,001 – 9,000	$ 0.48
			OVER 9,000	$ 0.46

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
18	Detail 38 Stripe (8" Single White Solid Line) Channelizing Line With Marker	LF	1 – 5,000	$ 0.50
			5,001 – 9,000	$ 0.48
			OVER 9,000	$ 0.46
19	Detail 38A Stripe (8" Single White Solid Line) Channelizing Line	LF	1 – 5,000	$ 0.32
			5,001 – 9,000	$ 0.30
			OVER 9,000	$ 0.28
20	Detail 38B Stripe (8" Single White Solid Line) Channelizing Line With Double Marker	LF	1 – 5,000	$ 0.50
			5,001 – 9,000	$ 0.48
			OVER 9,000	$ 0.46
21	Detail 39 Stripe (6" Single White Solid Line) Bike Lane Line	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.18
			OVER 9,000	$ 0.16
22	Detail 39A Stripe (6" Single White Broken Line) Intersection Line Bike Lane	LF	1 – 5,000	$ 0.20
			5,001 – 9,000	$ 0.18
			OVER 9,000	$ 0.16
23	Detail 40 Stripe (6" Single White Broken Line) Lane Line Extension Thru Intersection	LF	1 – 5,000	$ 1.00
			5,001 – 9,000	$ 1.00
			OVER 9,000	$ 1.00
24	Detail 41 Stripe (6" Single Yellow Broken Line) Centerline Extension Thru Intersection	LF	1 – 5,000	$ 1.00
			5,001 – 9,000	$ 1.00
			OVER 9,000	$ 1.00
	THERMOPLASTIC TRAFFIC STRIPE			
25	Detail 1 Stripe (6" Single Yellow Broken Line) Centerline	LF	1 – 5,000	$ 0.35
			5,001 – 9,000	$ 0.30
			OVER 9,000	$ 0.25
26	Detail 2 Stripe (6" Single Yellow Broken Line) Centerline With Marker	LF	1 – 5,000	$ 0.35
			5,001 – 9,000	$ 0.30
			OVER 9,000	$ 0.25
27	Detail 8 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	$ 0.35
			5,001 – 9,000	$ 0.30
			OVER 9,000	$ 0.25

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
28	Detail 9 Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	$ 0.35
			5,001 – 9,000	$ 0.30
			OVER 9,000	$ 0.25
29	Detail 12 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	$ 0.35
			5,001 – 9,000	$ 0.30
			OVER 9,000	$ 0.25
30	Detail 12A Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	$ 0.35
			5,001 – 9,000	$ 0.30
			OVER 9,000	$ 0.25
31	Detail 21 Stripe (6" Double Yellow Solid Line) No Passing Zone	LF	1 – 5,000	$ 1.20
			5,001 – 9,000	$ 1.10
			OVER 9,000	$ 1.00
32	Detail 22 Stripe (6" Double Yellow Solid Line) No Passing Zone With Marker	LF	1 – 5,000	$ 1.20
			5,001 – 9,000	$ 1.10
			OVER 9,000	$ 1.00
33	Detail 24 Stripe (6" Single Yellow Solid Line) Left Edge Line	LF	1 – 5,000	$ 0.65
			5,001 – 9,000	$ 0.60
			OVER 9,000	$ 0.55
34	Detail 25A Stripe (6" Single Yellow Solid Line) Left Edge Line With Marker	LF	1 – 5,000	$ 0.65
			5,001 – 9,000	$ 0.60
			OVER 9,000	$ 0.55
35	Detail 27B Stripe (6" Single White Solid Line) Right Edge Line	LF	1 – 5,000	$ 0.65
			5,001 – 9,000	$ 0.60
			OVER 9,000	$ 0.55
36	Detail 27C Stripe (6" Single White Broken Line) Extension Thru Intersection	LF	1 – 5,000	$ 0.65
			5,001 – 9,000	$ 0.60
			OVER 9,000	$ 0.55
37	Detail 28 Stripe (6" Double Yellow Solid Line) Median Island	LF	1 – 5,000	$ 1.85
			5,001 – 9,000	$ 1.80
			OVER 9,000	$ 1.75
38	Detail 29 Stripe (6" Double Yellow Solid Line) Median Island With Marker	LF	1 – 5,000	$ 2.20
			5,001 – 9,000	$ 2.10
			OVER 9,000	$ 2.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
39	Detail 31 Stripe (6" Double Yellow Solid And Broken Line)	LF	1 – 5,000	$ 1.65
			5,001 – 9,000	$ 1.55
			OVER 9,000	$ 1.45
40	Detail 32 Stripe (6" Double Yellow Solid And Broken Line) With Marker	LF	1 – 5,000	$ 1.75
			5,001 – 9,000	$ 1.65
			OVER 9,000	$ 1.55
41	Detail 37B Stripe (8" Single White Broken Line With Marker) Lane Drop At Intersection	LF	1 – 5,000	$ 0.85
			5,001 – 9,000	$ 0.80
			OVER 9,000	$ 0.75
42	Detail 38 Stripe (8" Single White Solid Line) Channelizing Line With Marker	LF	1 – 5,000	$ 1.00
			5,001 – 9,000	$ 0.95
			OVER 9,000	$ 0.90
43	Detail 38A Stripe (8" Single White Solid Line) Channelizing Line	LF	1 – 5,000	$ 1.00
			5,001 – 9,000	$ 0.95
			OVER 9,000	$ 0.90
44	Detail 38B Stripe (8" Single White Solid Line) Channelizing Line With Double Marker	LF	1 – 5,000	$ 1.00
			5,001 – 9,000	$ 0.95
			OVER 9,000	$ 0.90
45	Detail 39 Stripe (6" Single White Solid Line) Bike Lane Line	LF	1 – 5,000	$ 0.65
			5,001 – 9,000	$ 0.60
			OVER 9,000	$ 0.55
46	Detail 39A Stripe (6" Single White Broken Line) Intersection Line Bike Lane	LF	1 – 5,000	$ 0.65
			5,001 – 9,000	$ 0.60
			OVER 9,000	$ 0.55
47	Detail 40 Stripe (6" Single White Broken Line) Lane Line Extension Thru Intersection	LF	1 – 5,000	$ 1.00
			5,001 – 9,000	$ 1.00
			OVER 9,000	$ 1.00
48	Detail 41 Stripe (6" Single Yellow Broken Line) Centerline Extension Thru Intersection	LF	1 – 5,000	$ 1.00
			5,001 – 9,000	$ 1.00
			OVER 9,000	$ 1.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
METHYL METHACRYLATE (MMA) Traffic Stripe				
49	Methyl Methacrylate (MMA) Resin System (Green) Specification (State Spec AML (Authorized Material List) 2022 SSP 84-2	SF	1 – 5,000	$ 7.50
			5,001 – 9,000	$ 7.25
			OVER 9,000	$ 7.00
PAINT PAVEMENT MARKING (2-COAT)				
50	Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, shoulder, parking stall, or railroad-grade-crossing marking	SQFT	1 – 5,000	$ 2.00
			5,001 – 9,000	$ 1.85
			OVER 9,000	$ 1.75
THERMOPLASTIC PAVEMENT MARKING				
51	Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, shoulder, parking stall, or railroad-grade-crossing marking	SQFT	1 – 5,000	$ 3.00
			5,001 – 9,000	$ 2.75
			OVER 9,000	$ 2.50
MISCELLANEOUS				
52	Paint Parking Stall Stripe (3" Double White Solid) Per City Parking Regulations And Standards	LF	1 – 5,000	$ 0.65
			5,001 – 9,000	$ 0.60
			OVER 9,000	$ 0.55
53	Paint Handicapped Blue Line Border (4" Solid Blue Line)	LF	1 – 5,000	$ 0.65
			5,001 – 9,000	$ 0.60
			OVER 9,000	$ 0.55
54	Install ADA Symbol (ISA) Pavement Marking	EA	1 – 5,000	$ 50.00
			5,001 – 9,000	$ 45.00
			OVER 9,000	$ 40.00
55	Curb Paint (Red, Blue, Green, Yellow, Gray, Or White)	LF	1 – 5,000	$ 2.25
			5,001 – 9,000	$ 2.15
			OVER 9,000	$ 2.00
56	Raised Pavement Marker (Retro-reflective)	EA	1 – 5,000	$ 3.75
			5,001 – 9,000	$ 3.50
			OVER 9,000	$ 3.25

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
57	Raised Pavement Marker (Non-Reflective)	EA	1 – 5,000	$ 2.25
			5,001 – 9,000	$ 2.15
			OVER 9,000	$ 2.00
58	Remove Pavement Marker	EA	1 – 5,000	$ 1.00
			5,001 – 9,000	$ 0.50
			OVER 9,000	$ 0.50
59	Remove Traffic Stripe (Grind)	LF	1 – 5,000	$ 1.50
			5,001 – 9,000	$ 1.00
			OVER 9,000	$ 0.65
60	Remove Pavement Marking (Grind)	SQFT	1 – 5,000	$ 2.00
			5,001 – 9,000	$ 1.75
			OVER 9,000	$ 1.50
61	Remove And Dispose Yellow, White, Green Thermoplastic Pavement Stripe	LF	1 – 5,000	$ 1.50
			5,001 – 9,000	$ 1.25
			OVER 9,000	$ 1.00
62	Remove And Dispose Yellow, White, Green Thermoplastic Pavement Marking	SQFT	1 – 5,000	$ 2.00
			5,001 – 9,000	$ 1.50
			OVER 9,000	$ 1.25
63	Remove And Dispose Yellow, White, Green Methyl Methacrylate (MMA) Pavement Stripe	LF	1 – 5,000	$ 1.50
			5,001 – 9,000	$ 1.25
			OVER 9,000	$ 1.00
64	Remove And Dispose Yellow, White, Green Methyl Methacrylate (MMA) Pavement Marking	SQFT	1 – 5,000	$ 2.00
			5,001 – 9,000	$ 1.50
			OVER 9,000	$ 1.25
				DO NOT TOTAL ALL PRICES

Note:

1. **No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, mobilization and demobilization, export of material, traffic control and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.**

2. **The quantities listed in the Bid Sheet are supplied only to give an indication of the general scope of work.**

3. **Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.2 and 7-3.5.3. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.**

4. **By signing below, Bidder acknowledges that the Evaluation Quantities above are estimates only, and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.**

The City does not promise or guarantee that Contractor's services will be called upon at any time or at all.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	N/A	#03	
#02		#04	

Bidder's Name (Company): Chrisp Company

Signature: [signature] Title: Executive Vice President

Print: David L Morris Date: 5/08/2023

Signature: [signature] Title: Secretary

Print: Tammie Allison Date: 5/08/2023

EXHIBIT B

SPECIAL PROVISIONS

CITY OF OXNARD CALIFORNIA

FOR

ON-CALL STREET STRIPING AND MARKING SERVICES

SPECIFICATION NO. PW 23-91

Reviewed and approved: Philip Schwieder — **Philip Schwieder, Project Manager** — Apr 12, 2023 — **Date**

EXHIBIT B

SPECIAL PROVISIONS

1000 GENERAL

1000-1 LOCATION AND DESCRIPTION OF WORK

The Work for the On-Call Street Striping and Marking Services Project shall consist of furnishing all materials, tools, equipment, traffic control, mobilization, demobilization, and labor required for installing traffic striping, pavement markings, and raised pavement markers, on an on-call basis in accordance with the State of California Standard Plans and Specifications, latest revision, MUTCD 2014, revision 7, and these Special Provisions including Appendix A – Caltrans Standard Plans.

Install traffic stripes and pavement markings in paint, thermoplastic or Methyl Methacrylate (MMA), per the detail and at the locations shown on the plan for each Task and in accordance with State of California Standard Specifications, latest edition, Department of Transportation, if provided.

Traffic stripes and pavement markings must be retroreflective.

Thermoplastic: Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

Paint: The paint for traffic stripes and pavement markings must comply with the specifications shown below:

Paint Specifications:

Paint Type	Color	Specification
Waterborne Traffic line	White, yellow, and black	CA Dept of Transportation Specification PTWB-01R2[1] dated June 2022 (see attached Appendix B)
Acetone-based	White, yellow, and black	State Spec PT-150VOC (A)
Waterborne traffic line for the international symbol of accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E
2 Coat		

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

Colored pavement marking for bicycle lane must comply with the specifications shown below:

Paint Type	Color	Specification
Methyl Methacrylate (MMA) resin system	Green	State Spec AML (Authorized Material List) 2022 SSP 84-2
Abrasion-resistant; anti-skid surfacing		
Application thickness: 25 to 60-mils, Mix ratio 98:2		
2 Coat		
Surface preparation and application per manufacturer's specifications		

All Work necessary to establish satisfactory lines for stripes and all layout Work required for pavement markings (surface cleaning, applying primer coat, etc.) shall be performed by the Contractor. Cost for these activities shall be included in the unit cost of each item.

Prior to removal of existing pavement striping, Contractor shall inventory all existing striping. One (1) copy of the inventory shall be provided to the City Inspector prior to the start of Work.

Removal, handling, and disposal of yellow methyl methacrylate (MMA), yellow thermoplastic and yellow painted traffic stripe and pavement marking shall be performed in accordance with Section 14-11.12 of SSS, excluding paragraph 3.

Removal of all other methyl methacrylate (MMA), thermoplastic and painted stripe and pavement marking shall be accomplished using the grinding method. Grinding shall be smooth so as to not cut deep grooves in existing pavement and shall remove at least 98% of existing paint and/or thermoplastic markings. A coat of asphalt slurry shall be applied to ground pavement that is six months old or newer.

Removal of traffic stripes and pavement markings on Caltrans right of way shall be accomplished using wet sand blasting or Caltrans approved method.

Cat tracking shall consist of stretching a rope to make a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall not be more than 3 inches in width and not more than 5 feet apart on curves or 10 feet apart on tangents.

Dribble lines shall consist of marking the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment.

Paint for cat tracks and dribble lines shall be the same color as the traffic stripe for which the markings are placed.

Laser guidance equipment shall be capable of maintaining the alignment of traffic stripes with an accuracy equivalent to, or better than, that obtainable through use of cat tracking or dribble lines, as determined by the City Engineer.

All cat tracking for all striping (lane lines, limit lines, crosswalks, and pavement markings) shall be reviewed and approved by the City Engineer prior to installing the final striping.

Colored Pavement for Bicycle Lanes: Green colored pavement is approved for use in bicycle lanes in accordance with **MUTCD Interim Approval 14 (IA-14)**, only to enhance the conspicuity of where bicyclists are required to operate, and areas of the bicycle lane where bicyclists and other roadway traffic might have potentially conflicting weaving or crossing movements.

The pattern of the green colored pavement may be in a manner matching the pattern of Caltrans Detail 39A; filling in only the areas directly between a pair of dotted line segments.

1000-2 PROTECTION

Newly painted / thermoplastic traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the material is thoroughly dry and able to be driven on without causing damage to the Work.

1000-3 DEFINITIONS

Traffic Stripe: Longitudinal centerline or lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is shown as a traffic line.

Pavement Marking: Transverse marking such as (1) a limit line, a stop line, and yield lines (2) a crosswalk, (3) a word, an arrow, a legend or symbol, a numeral, shoulder, parking stall, or railroad-grade-crossing marking.

1000-4 MEASUREMENT AND PAYMENT

Payment for performing the Work shall be made on the unit cost basis per the Bid Sheets.

The unit cost for all activities described in the Bid Sheets shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, demobilization, traffic control and all incidentals including all stencils and street marking legend cutouts to complete all the activities involved with the delivery of these services, and no additional payment will be made therefore.

Prior to starting Work, all Work will be pre-approved by a Task Order issued by the Project Manager specifying the total quantity of each item comprising the Work. Within two (2) Working Days of receiving the Task Order, Contractor must submit a schedule to the Project Manager. The schedule must include a Work start date within thirty (30) days of issuance of the Task Order, and Work must be completed within sixty (60) Calendar Days of issuance of the Task Order. A separate invoice is required for each Task Order issued pursuant to the Contract. When billing, the Contractor shall use the appropriate unit costs pursuant to the Contract, multiplied by the total quantities specified in the Task Order. For example, if the Task Order specifies installing 6,000 sf of thermoplastic pavement markings, the unit cost billed for that item shall be as stated in the Contract's 5,001 to 9,000 SF quantity range for thermoplastic pavement markings. Additionally, when Work is billed in progress payments, the unit cost for each item

billed on each invoice shall reflect the unit cost for the total quantity of that item as specified in the Task Order, rather than using the unit cost of work completed to date.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

1000-5 SPECIFICATIONS FOR TRAFFIC CONTROL, PUBLIC CONVENIENCE, & SAFETY

The Contractor shall provide for the protection of the public all necessary barricades, traffic cones, warning signs, flagmen, lights, and other safety devices in accordance with State of California Standard Specifications, latest edition, Department of Transportation and the current requirements set forth in the California Manual of Uniform Traffic Control Devices (CA MUTCD) 2014 revision 7, published by the Department of Transportation, State of California. Traffic control plans must be approved by City prior to beginning construction.

Approach speed of public traffic (Posted Limit Miles Per Hour)	**Work Areas**
Over 45	Within 6 feet of the traffic lane but not on a traffic lane.
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the City Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

The Contractor shall furnish the Oxnard Police Department with the written names and phone numbers of personnel to be contacted after hours for hazardous conditions to traffic that may require additional protective measures. Failure to respond to reasonable request for additional nighttime protection to traffic will result in the City causing the Work to be performed by others and costs withheld from moneys due. All traffic control devices shall meet the standards and be placed in accordance with the California State Manual of Traffic Controls for Construction and Maintenance Work Zones.

Traffic control devices not placed in accordance with approved plans shall be cause to stop construction by a City Inspector. All warning devices used during hours of darkness shall be reflectorized. All damaged traffic control devices shall be replaced in kind or better at the Contractor's expense.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <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. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____

Ex. INS-D3

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

SAMPLE

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		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: ( ) _____

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

1) **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2) **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3) **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4) **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5) **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6) **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b) If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____

Ex. INS-D4

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

SAMPLE

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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____

Ex. INS-D5

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to

CHRISP COMPANY, 43650 OSGOOD RD, FREMONT, CA 94539 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ON-CALL STREET STRIPING AND MARKING SERVICES , Specification No. PW 23-91 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of One Million Dollars ($ 1,000,000), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee

may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"**Principal**"	"**Surety**"
CHRISP COMPANY 43650 OSGOOD ROAD FREMONT, CA 94539	_____ _____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to

CHRISP COMPANY, 43650 OSGOOD RD, FREMONT, CA 94539 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ON-CALL STREET STRIPING AND MARKING SERVICES , Specification No. PW 23-91 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____,
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of One Million Dollars ($ 1,000,000), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

CHRISP COMPANY
43650 OSGOOD ROAD
FREMONT, CA 94539

By: _____

Its: _____

By: _____

Its: _____

(Seal)

"Surety"

_____

_____

By: _____

Its: _____

By: _____

Its: _____

(Seal)

Note: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Public Project Agreement with Chrisp Company for On-Call Street Striping and Marking Services, Specification No. PW 23-91

Public Works and Transportation Committee, June 27, 2023

City Council, July 18, 2023

Philip Schwieder
Maintenance & Operations Superintendent

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 32400005 with Chrisp Company in the amount not to exceed $1,000,000 for a five-year term for On-Call Street Striping and Marking Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement 32400005 with Chrisp Company in the amount not to exceed $1,000,000 for a five-year term for On-Call Street Striping and Marking Services.

BACKGROUND

- The Streets Division maintains over 1,034 lane-miles of streets and roadways, which include approximately 1.8 million square feet of white and yellow pavement markings

- The scope of this project includes restriping, replacing, and installing new pavement markings on an on-needed basis

BACKGROUND

When performing pavement line striping-type work, it requires a specialized striping truck to perform a high volume of productivity and use of materials when applying miles of line striping paint per day. Streets Division does not possess this type of striping truck.

BACKGROUND

Striping and Marking Services are used to show turns, stops and yield lines, approaching warnings, bike lanes, and crosswalks.

DISCUSSION

- The notice inviting formal bids (NIFB) on the Project was published on April 20, 2023. All bids were due and opened on May 9, 2023.

- The City received the following pricing using a representative sample of bid items; Chrisp Company was the lowest bidder and its bid is responsive to the City's NIFB.

Bidder	Bid Amount
Chrisp Company	$342,180.00
Toro Enterprises, Inc.	$493,562.00
WGJ Enterprises, Inc., dba PCI	$776,660.00

FINANCIAL IMPACT

- This Agreement will be funded from available appropriations from the General Fund Streets Division
- The annual spending plan is $200,000 starting July 1, 2023
- Funding for subsequent fiscal years will be requested during the annual budget process

Estimated Spending Plan						
Fiscal Year	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
Streets Maintenance	$200,000	$200,000	$200,000	$200,000	$200,000	$1,000,000

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: June 27, 2023

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Third Amendment to Lease Agreement A-5300 with Cingular Wireless. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve the Third Amendment to Revenue Lease Agreement A-5300 with Cingular Wireless.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/6EHYqTBxjc4

BACKGROUND

On November 19, 1996, the City of Oxnard (Landlord) entered into Lease Agreement A-5300 (Agreement) with Cingular Wireless (Tenant) for the installation, maintenance, and use of a rooftop antenna located at 300 West Third Street, Oxnard, CA. The original term was for 5 years and seven 3 year extensions at a lease rate of $1,700 per month.

The Agreement was first amended on August 1, 2006. The First Amendment increased the lease rate to $2,500 per month.

The Agreement was amended again on April 1, 2015. The Second Amendment clarified the language of the original Agreement by granting rooftop access to the Tenant 24 hours a day and 7 days a week with a minimum of 45 minutes' notice.

DISCUSSION

This Agreement expired on November 30, 2022. However, both parties agreed to continue on a "month-to-month" basis while developing this Third Amendment.

The Third Amendment extends the Agreement for 5 more years and has an option to extend another 5 years, commencing on April 30, 2028, and expiring on May 1, 2033. The Tenant may choose to not continue the 5-year option term provided they submit a notification in writing to the City at least sixty (60) days prior to April 30, 2028. All other conditions for termination remain in effect per the original 1996 Agreement.

City staff negotiated a better lease rate to be part of the amendment. This Amendment will increase the rate to $3,535.73 per month and has an annual inflator of 3% during the term of this Amendment.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

This Amendment increases the monthly lease to $3,535.73 starting May 1, 2023. The monthly payments for May and June will be billed if the Third Amendment is approved by the City Council. Each December thereafter, the monthly lease payments will increase by 3% per year.

The revenue from this Agreement is collected in the Facilities Maintenance Fund (7353740-43300).

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. 10086895_3rd Amdt_AT&T Signed
2. A-5300 Original, 1st and 2nd Amendments
3. Lease Site Image 1
4. Lease Site Image 2
5. Presentation

Cell Site No. SBOV37
Cell Site Name: SBOV37-01 CENTRAL OXNARD
Fixed Asset No. 10086895
Market: Los Angeles
Address: 300 West Third Street, Oxnard, CA 93030

Agreement No. A-5300

THIRD AMENDMENT TO OPTION AND ROOFTOP LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND ROOFTOP LEASE AGREEMENT ("**Third Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of Oxnard, a municipal corporation, having a mailing address of 305 West Third Street, Oxnard, CA 93030 (hereinafter referred to as "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor-in-interest to AT&T Wireless Services of California, Inc., a Delaware corporation, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

WHEREAS, Landlord and Tenant (or its predecessor-in-interest) entered into an Option and Rooftop Lease Agreement dated November 19, 1996, as amended by the First Amendment to Option and Rooftop Lease Agreement dated August 1, 2006, and the Second Amendment to Option and Rooftop Lease Agreement dated April 1, 2015 (hereinafter, collectively referred to as the "**Agreement**"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 300 West Third Street, Oxnard, CA 93030; and

WHEREAS, the Agreement expired on November 30, 2022, however the parties are performing under this Agreement on a month to month basis, and mutually desire to amend the Agreement, memorialize such renewal period and modify certain terms and conditions as stated herein; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, the parties desire to amend the Agreement to modify the notice section of the Agreement; and

WHEREAS, the parties desire to amend the Agreement to modify the Rent section of the Agreement; and

WHEREAS, the parties agree the following sections from the Agreement are still in effect and incorporated into this Amendment as though fully set forth herein: 1996 Agreement Sections (B)(6), (B)(8) through 17, (B)(19) through (23), (B)(25) and (B)(27); 2006 First Amendment Sections, 1, 2, and 5 through 9; 2015 Second Amendment Section 1; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **New Lease Term.** The term of the Agreement shall be amended to provide that the Agreement has a new term of five (5) years ("**New Term**") commencing on May 1, 2023.

2. **OptionTerm.** Commencing on April 30, 2028, Tenant is granted one five (5) year option term ("Additional Renewal Term"), upon the same terms and conditions of the Agreement, as amended herein, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the new lease term in section 1 of this amendment. .

3. **Rent.** Commencing on December 1, 2022, the Rent payable under the Agreement shall be Three Thousand Five Hundred Thirty-Five and 73/100 Dollars ($3,535.73) per month and shall continue during the New Term, subject to adjustment as provided herein. Parties reserve the right to renegotiate the Rent if the parties agree to exercise an Additional Renewal Term.

4. **Future Rent Increase.** Commencing on December 1, 2023, and on each subsequent December 1 thereafter throughout the New Term or Additional Renewal Term, Rent shall increase by three percent (3.0%) over the Rent paid during the previous year.

5. **Relocation of Antenna Facilities**. Notwithstanding any language in the Agreement to the contrary, if Landlord determines it necessary to relocate the Antenna Facilities due to repairs (including seismic repairs) or because the Premises are being demolished, Tenant has the option to relocate its Antenna Facilities to another building on Landlord-owned property, located no further than three (3) blocks from the existing Premises ("**Relocation Premises**"), so long as the Relocation Premises is structurally and technologically compatible with the Tenant's communications operations. Landlord shall have the right to require Tenant to relocate the Antenna Facilities during the new lease term and/or the option term upon 24 months' notice to tenant. Landlord's right to require Tenant's relocation of the Antenna Facilities is limited to a single request during the new lease term or option term, subject to the following provisions:

(a) All reasonable costs and expenses associated with or arising out of such relocation (including costs associated with any required tests of the Relocation Premises) shall be paid by Tenant;
(b) Such relocation will be performed exclusively by Tenant or its agents;
(c) Such relocation will not unreasonably result in any interruption of the communications service of Tenant on the Property;
(d) Such relocation will not impair, or in any manner alter, the quality of communications service provided by Tenant on and from the Property; and
(e) Landlord will waive all fees associated with Governmental Approvals for the Relocation Premises.

Unless a state of emergency is declared at the state or federal level that includes the City of Oxnard because of earthquake damage, Landlord shall provide Tenant with a minimum of twelve (12) months' notice of the need to relocate Tenant's Antenna Facilities to a new location and Tenant shall relocate its Antenna Facilities, in good faith and will use its commercially reasonable efforts to relocate within that time frame. Should Landlord and Tenant not come to a mutual agreement on the Relocation Premises within sixty (60) days of Tenant's receipt of Landlord's relocation notice, the Agreement may be terminated by either party, without penalty. Upon receiving notice by Landlord requiring relocation of the Antenna Facilities to the Relocation Premises, Tenant shall have the right to place a temporary cell site on wheels ("COW") on the Property upon removal of the existing facility and during the twelve (12) month notice period, and for up to six (6) months after, at a mutually acceptable location so that Tenant can continue to provide communications service from such location. Landlord agrees to respond in good faith to a request to extend this period upon a showing of good cause and active construction of a replacement facility on Landlord's property.

6. **Acknowledgement.** Landlord acknowledges that: 1) this Third Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Third Amendment and the underlying Agreement and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Third Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES: All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: SBOV37; Cell Site Name: SBOV37-01 CENTRAL OXFORD (CA)
Fixed Asset No.: 10086895
1025 Lenox Park Boulevard NE 3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC
Attn: Legal Department- Network Counsel
Re: Cell Site No.: SBOV37; Cell Site Name: SBOV37-01 CENTRAL OXFORD (CA)
Fixed Asset No.: 10086895
208 South Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

As to Landlord:

City of Oxnard
305 West Third Street
Oxnard, CA 93030

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

8. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

9. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as

expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment. The original 1996 Agreement and subsequent amendments are attached to this Third Amendment in Exhibit 1.

10. **Exhibit 2**. A Memorandum of Third Amendment to the Lease is attached as Exhibit 2 and is not intended to amend or modify the Agreement or Third Amendment. It is limited to the sole purpose of for recording a fixed asset with the applicable County Recorder's Office.

11. **Capitalized Terms**. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[**SIGNATURES APPEAR ON THE NEXT PAGE**]

Cell Site No. SBOV37
Cell Site Name: SBOV37-01 CENTRAL OXNARD
Fixed Asset No. 10086895
Market: Los Angeles
Address: 300 West Third Street, Oxnard, CA 93030

Agreement No. A-5300

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Third Amendment on the dates set forth below.

LANDLORD:	**TENANT:**
City of Oxnard, a municipal corporation	New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
By: _____	By: Misty Snowden
Name: _____	Name: Misty Snowden
Title: _____	Title: Area Manager
Date: _____	Date: 5/2/23

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Cell Site No. SBOV37
Cell Site Name: SBOV37-01 CENTRAL OXNARD
Fixed Asset No. 10086895
Market: Los Angeles
Address: 300 West Third Street, Oxnard, CA 93030

Agreement No. A-5300

LANDLORD 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 California
County of_____)

On_____before me, _____
(insert name and title of the officer)

personally appeared_____,
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.

Signature_____ **(Seal)**

Cell Site No. SBOV37
Cell Site Name: SBOV37-01 CENTRAL OXNARD
Fixed Asset No. 10086895
Market: Los Angeles
Address: 300 West Third Street, Oxnard, CA 93030

Agreement No. A-5300

TENANT ACKNOWLEDGEMENT

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 California
County of_____)

On_____before me, _____
(insert name and title of the officer)

personally appeared_____,
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.

Signature_____ **(Seal)**

Not attached

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 California
County of Orange)

On May 02, 2023 before me, Joyce Story - Notary Public
(insert name and title of the officer)

personally appeared Misty Snowden,
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.

JOYCE STORY
Notary Public - California
Orange County
Commission # 2313377
My Comm. Expires Nov 22, 2023

Signature Joyce Story (Seal)

EXHIBIT 1

1996 ROOFTOP LEASE AND OPTION AGREEMENT; 2006 FIRST AMENDMENT TO ROOFTOP LEASE: SECOND AMENDMENT TO ROOFTOP LEASE

COUNCIL APPROVAL
DATE: 11-19-96 AGENDA # I-8

State: California
Market: Ventura
Cell ID: 5518-97007
Name: Central Oxnard

OPTION AND ROOFTOP LEASE AGREEMENT
(Improved Real Property)

THIS OPTION AND ROOFTOP LEASE AGREEMENT (this "Agreement") is entered into this 19 day of November, 1996, between the City of Oxnard ("Landlord") and AT&T Wireless Services of California, Inc., a Delaware corporation ("Tenant").

For the sum of One Thousand Seven Hundred and 00/100 Dollars ($1,700.00) (the "Option Fee"), to be paid to Landlord by Tenant within twenty (20) working days after Landlord's execution of this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. OPTION

1. Premises. Subject to the following terms and conditions, Landlord grants to Tenant an option to lease (the "Option") certain space on the roof of the Building (the "Building") located on the real property (the "Property") described in Exhibit A attached hereto and incorporated herein by this reference. The location and orientation of Tenant's space on the exterior of the Building (the "Premises") is as described in Exhibit B attached hereto and incorporated herein by this reference. The address of the Building is 300 West Third Street, Oxnard, California.

2. Option Term. The Option shall be for an initial term of twelve (12) months commencing on the date set forth above (the "Initial Option Period"). The Option term may be extended for an additional twelve (12) months upon notification to Landlord by Tenant and upon payment of additional consideration in the sum of One Thousand Seven Hundred and 00/100 Dollars ($1,700.00) ("Additional Option Fee") prior to the end of the Initial Option Period.

3. Cooperation. During the Initial Option Period and any extensions thereto and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining and maintaining, at Tenant's sole expense, all licenses and permits required for Tenant's use of the Premises (the "Governmental Approvals") and Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures on,

under, and over the Property necessary to determine that the Premises will be acceptable to Tenant's engineering specifications, system design and Governmental Approvals; provided that subsequent to any such testing or procedures, Tenant shall restore the Premises, at Tenant's sole expense, to its prior condition. Tenant shall make best efforts to obtain all Government Approvals as quickly as possible. Landlord acknowledges that Tenant shall have no obligation to appeal the denial of any Government Approvals or to seek the extension or renewal of any Government Approvals.

4. Exercise of Option. Tenant may exercise this Option by notifying Landlord in writing prior to the expiration of the Initial Option Period or any extension thereto that Tenant is exercising its Option. Landlord acknowledges that Tenant is under no obligation to exercise the Option and that Tenant's decision to do so will be dependent on Tenant's subjective determination of the utility of the Premises for Tenant's intended purpose.

B. LEASE

5. Lease Term. In the event that Tenant exercises the Option, the term of this lease (this "Lease") shall be five (5) years, commencing upon the date Tenant gives written notice to Landlord that Tenant is exercising its Option (the "Commencement Date") which shall in any event be prior to the expiration of the Initial Option Period or any extension thereof, and terminating at midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for seven (7) additional three (3) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be renewed for each successive Renewal Term unless Tenant shall notify Landlord of Tenant's intention not to renew this Lease at least ten (10) days prior to the expiration of the term or any Renewal Term.

6. Use.

a. The Premises may be used by Tenant only for the transmission and reception of radio communication signals in any and all frequencies, for the construction and maintenance of related facilities, antennas, or buildings and for related activities and uses as described herein. The design, size and location of any such facilities, antennas or buildings are subject to the prior written approval of Landlord, as provided in Paragraph 9a.

b. In using the Premises, Tenant shall comply with all applicable local, state and federal laws and regulations.

7. Rent.

a. Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of Eight Hundred Fifty and 00/100 Dollars ($850.00) per month (the "Rent"). Rent shall be paid to Landlord within ten (10) days of the first day of each month in advance to Landlord at Landlord's address specified in Paragraph 18 below. If the Lease is commenced other than on the first day of a month, the Rent shall be prorated for that first month for the number of days from the Commencement Date to the end of the month.

b. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

c. The Rent for each Renewal Term shall be equal to one hundred five percent (105%) of the Rent in effect for the immediately preceding term or Renewal Term, as applicable.

d. Tenant acknowledges that late payment of Rent may cause Landlord to incur administrative costs and expenses which are difficult and impractical to fix. Therefore, if any installment of Rent or other payment due from Tenant is not received by Landlord within ten (10) calendar days after due date, Tenant shall pay Landlord an additional sum equal to five percent (5%) of the past due obligation as a late charge which shall be deemed additional Rent. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that Landlord may incur by reason of Tenant's late payments.

8. Interference.

a. Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees or agents to use any portion of the Property or the Building in any way which interferes with the physical or technological operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Tenant, and therefore Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease.

b. Nothing in this Lease shall be construed to limit Landlord's right to sell the Building (provided any purchaser of the Building acknowledges in writing that the building is subject to this Lease), use the Building other than the Premises or to

assign or lease the Property or the Building or portions thereof; provided, however, that Landlord shall include in any leases of portions of the rooftop of the Building, the Building and/or the Property a requirement that the tenants shall not interfere with the physical or technological operations of Tenant. Shared use by Tenant and other tenants of portions of the Property or the Building, other than the Premises, or use of the Property or the Building, other than the Premises, by a tenant that competes with Tenant shall not be deemed to be "interference."

c. Nothing in this Lease shall be construed to limit or interfere with Landlord's right to repair, maintain and improve the Building and the rooftop thereof, including, but not limited to, such actions as reroofing. Tenant agrees to cooperate with Landlord and its contractors as necessary to accomplish such repairs, maintenance and improvements, including, on reasonable notice from Landlord, temporarily relocating Tenant's Antenna Facilities and utilities, described in Section 9, to another location of the Building rooftop while Landlord or its contractors perform such repairs, maintenance or improvements. To the extent reasonably possible, Landlord shall cooperate with Tenant to minimize any inconvenience or disruption to Tenant in connection with any such repairs, maintenance or improvements. The responsibility for the costs and expenses associated with any temporary relocation of Tenant's Antenna Facilities as provided for in this subparagraph 8.c. shall be allocated as follows: Landlord shall be responsible for the first $1,000.00 of such costs and expenses; Landlord and Tenant shall each bear responsibility for one-half of such costs and expenses in excess of the $1,000.00 which is the responsibility of the Landlord.

9. Improvements; Utilities; Access.

a. Tenant shall have the right, at its expense, to install, construct, repair and maintain in the Premises the improvements, personal property and facilities relating thereto (the "Antenna Facilities"). The installation and construction of the Antenna Facilities shall be in accordance with the design set forth in the Governmental Approvals allowing such installation and construction. The design of the Antenna Facilities may not be substantially altered without the prior written approval of the Landlord, which approval shall not be unreasonably withheld. The Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Antenna Facilities or any portion thereof during the Lease term and following any termination of this Lease. Tenant shall repair any and all damages to the Premises or Property caused by any such removal.

b. Tenant shall have the right to install utilities and to improve the present utilities, all at Tenant's expense, on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall have the right to permanently place utilities, at Tenant's expense, on (or to bring utilities across) the Property in order to service the Premises and the Antenna Facilities, together with a

right to enter the Property in order to maintain, repair and replace said utilities. Landlord shall execute a written easement, which shall expire concurrent with the term of this Lease, as may be extended, in recordable form evidencing these rights upon Tenant's request.

c. Landlord shall provide Tenant ingress and egress from an open and improved public road, and access over and across the Property and to and within the Building adequate to service the Antenna Facilities at all times during the term of this Lease or any renewal thereof at no additional charge to Tenant. Tenant shall be entitled to twenty-four (24) hour, seven (7) days per week, access to the Premises, without the necessity of prior written notice to Landlord.

10. Default.

a. Landlord shall be in default under this Agreement if: (i) Landlord shall fail to cease any physical or technological interference within the cure periods set forth in Paragraph 8 above; or (ii) Landlord shall fail to observe or perform any of Landlord's other obligations under this Agreement when such failure shall continue for thirty (30) days after written notice from Tenant to Landlord; provided, however, that if the nature of Landlord's default is such that it cannot be cured solely by payment of money and that more than said 30-day period may be reasonably required to effect such cure, then Landlord shall not be deemed to be in default under this clause (ii) if Landlord shall commence such cure within said 30-day period and shall thereafter diligently prosecute such cure to completion. In the event of any breach of this Agreement by Landlord, Tenant shall have the right (but not the obligation), in addition to all remedies that may be available at law or in equity, to perform Landlord's obligations under this Agreement. Tenant shall have the right to set off any expense incurred as a result of Landlord's default against any Rent or other payment due under this Agreement.

b. Tenant shall be in default under this Agreement if: (i) Tenant shall fail to pay the Rent due under this Agreement within ten (10) days after written notice from Landlord that such Rent is overdue; or (ii) Tenant shall fail to observe or perform any of Tenant's other obligations under this Agreement when such failure shall continue for thirty (30) days after written notice from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that it cannot be cured solely by payment of money and that more than said 30-day period may be reasonably required to effect such cure, then Tenant shall not be deemed to be in default under this clause (ii) if Tenant shall commence such cure within said 30-day period and shall thereafter diligently prosecute such cure to completion. In the event of any breach of this Agreement by Tenant, Landlord shall have the right (but not the obligation), in addition to all remedies that may be available at law or in equity, to perform Tenant's obligations under this Agreement.

11. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, on thirty (30) days written notice as follows: (a) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Tenant if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business; or (c) by Tenant if the Premises or the Building is or becomes unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong. In the event Tenant terminates this Lease under provision (c) of this section, Tenant will pay a termination fee to Landlord equal to one year's rent payments.

12. Condition of Premises Upon Termination. Upon termination, Tenant will return the Premises to their original condition, ordinary wear and tear and casualty excepted.

13. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant, except for proof of possessory or other leasehold interest taxes, billings for which are submitted directly to Tenant by the taxing agency. Tenant shall pay and be solely responsible for any possessory or other leasehold interest tax that may be assessed by reason of this Agreement and Tenant's use of the Premises.

14. Insurance.

a. Tenant shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverage.

(1) Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);

(2) Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto;"

(3) Property insurance against all risk of loss to any Tenant improvements or betterments in the amount of the full replacement cost with no co-insurance penalty provision;

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

b. Tenant shall, prior to performance of any services, file with the Risk Manager a certificate of insurance, on a City-approved form, certifying that the above insurance coverages shall remain in effect at all times during the term of this Agreement, or any extension thereof. The certificate of insurance shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Contract No. A-5300
300 West Third Street, Suite 302
Oxnard, California 93030

c. Tenant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A-7 or better and shall bear endorsements providing that the policies may not be cancelled or modified 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 efforts" modifiers or if the insurer is relieved from the responsibility to give such notice.

d. Tenant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers and employees as additional insureds and to provide that the coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages.

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

15. Destruction of Property. If the Property, Building or the Premises are destroyed or damaged so as, in Tenant's judgment, to hinder the effective use of the Antenna Facilities, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Landlord not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant.

16. Condemnation. If a condemning authority takes all of the Property and/or the Building, or a portion sufficient, in Tenant's determination, to render the Premises unsuitable for the use which Tenant was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority.

It is the intention of the parties that neither Landlord nor the condemning authority shall have the right to terminate the Lease in the event of the condemnation of the Premises or any portion of the Property, unless Tenant's use of the Premises thereafter materially interferes with the condemning authority's use of the balance of the Property. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Tenant shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid Rent, and business dislocation expenses) as set out by the condemning authority, or as agreed to by the parties. If the respective interests are not set forth by the condemning authority and the parties are unable to agree, their respective share shall be determined by mediation through an independent mediator or if mediation fails to resolve the controversy, then by arbitration under the provisions of the California Arbitration Act. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

17. Indemnity.

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

b. Tenant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by City, its City Council, and each member thereof, or any officer, employee, representative or agent of City, except if such acts or omissions are the product of active negligence or of passive negligence.

c. Tenant's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability of damages as to which Tenant is obligated to indemnify and hold harmless.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:

City of Oxnard, Facilities Services Program
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

With a Copy to:

City of Oxnard, City Attorney Program
300 West Third Street
Oxnard, CA 93030

Rent Payments to:

City of Oxnard, Finance and Management Services
300 West Third Street
Oxnard, CA 93030

If to Tenant, to:

AT&T Wireless Services
6485 Calle Real, Suite E
Goleta, CA 93117
ATTN: Site Development Manager

With a copy to:

AT&T Wireless Services
Legal Department
1750 Howe Avenue, Suite 300
Sacramento, CA 95825
Attention: General Counsel

Either party may by written notice to the other party specify a different address for notice purposes.

19. Title and Quiet Enjoyment.

a. Landlord warrants that it (i) has full right, power and authority to execute this Agreement; (ii) has good and unencumbered title to the Building free and clear of any ground leases, liens, mortgages or other encumbrances that would interfere with Tenant's intended use of the Premises, except as set forth in Exhibit "C" attached hereto; (iii) is the lessee of the Property from the owner of the Property, and (iv) has the power to grant the access rights as set forth in Paragraph 9(c) above. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease.

b. Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Property and the Building or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Lease immediately upon written notice to Landlord.

c. Tenant shall also have the right to have the Property surveyed, and, in the event that any defects are shown by the survey which, in the opinion of Tenant, may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Lease immediately upon written notice to Landlord.

20. Emergency Measures. Landlord acknowledges that Tenant, as a telecommunications carrier, has an obligation to provide its services at all times, even in times of power failures, natural disaster, civil commotion and other emergencies. Accordingly, Landlord agrees that Tenant shall have the right to bring all equipment and personnel onto the Premises and the Property, to the extent necessary, as may be reasonably necessary to allow Tenant to continue its operations in the face of such emergencies.

21. Assignment. Tenant may not assign the Lease and its other rights under this Agreement (including, without limitation, any options to extend the term of the Lease), or sublet the Premises or any portion thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the preceding sentence, upon notice to Landlord, Tenant may assign this Agreement to an affiliate, subsidiary or parent of Tenant. Any sublease that is entered into by Tenant shall be subject to the provisions of the Lease.

22. Successors and Assigns. This Agreement shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

23. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities and other equipment or trade fixtures brought onto the Premises by Tenant, all which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not same is deemed real or personal property under applicable laws, and Tenant shall have the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

24. Leasehold Financing. Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Agreement, the Lease, and the Antenna Facilities, and may assign the Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successor or assigns (collectively, "Mortgagees"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant, except that the cure period for any mortgagee shall not be less than ten (10) days after receipt of the default notice. Neither Tenant's assignment of the Lease nor the subletting of the Premises shall relieve Tenant of its obligation under the Lease, unless Landlord releases Tenant in writing.

25. Environmental Matters.

a. Tenant represents and warrants to Landlord that Tenant will not generate, store or dispose of any hazardous materials on, under or about the Property in violation of any hazardous substance laws (as defined below). Tenant shall indemnify and hold Landlord harmless from any losses, claims, damages, penalties and liabilities arising from any breach of the foregoing representations and warranties.

b. Landlord represents and warrants to Tenant that the statements made by Landlord in the Environmental Questionnaire attached hereto as Exhibit "D", which is incorporated herein by this reference, are true and correct.

c. Landlord shall indemnify and hold harmless Tenant, its partners, directors, officers, employees, and agents, and any assignees, subtenants, or successors to Tenant's interest in the Premises, their partners, directors, officers, employees, and agents, from and against any and all losses, claims, damages, penalties, and liability, including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel and experts, including without limitation all consequential damages directly or indirectly arising out of the use, generation, storage, release, or disposal of hazardous materials by Landlord, its agents, or contractors prior to execution of this Agreement or at any time after execution, or by any prior owner or operator of the Property, and also from and against the cost of any required repair, cleanup, or detoxification and any closure or other required plans to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on, under, or in the Property.

d. If any cleanup, repair, detoxification, or other similar action is required by any governmental or quasi-governmental agency as a result of the storage, release, or disposal of hazardous materials by Landlord, its agents or contractors, at any time, or by any prior owner, possessor, or operator of any part of the Property, and such action interferes with Tenant's normal use of the Premises for greater than a twenty-four (24) hour period, then the Rent will be abated entirely during the period beyond twenty-four (24) hours; in addition, Tenant shall have the rights set forth in Paragraph 8 of this Agreement.

e. In this Paragraph, "hazardous materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic

substances by any law or statute now or after this date in effect in the state in which the Premises are located; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

f. The provisions of this Paragraph will survive the expiration or termination of this Agreement and the Lease.

26. Relocation of Premises. Landlord shall be entitled to have the Premises relocated to a different location on the rooftop of the Building pursuant to the following conditions: i) the alternate location must satisfy Tenant's cell site requirements, and ii) the costs of any such relocation of the Premises and the relocation of Tenant's facilities associated therewith shall be solely the responsibility of the Landlord. Within one year after agreeing to the relocation of the Premises and its facilities located thereon, Tenant shall complete such relocation, at the expense of the Landlord (Tenant shall be free to continue to use the original Premises during such period). In the event an alternate site cannot be agreed upon by the parties or if Landlord declines to pay for the cost of any such relocation, then Landlord's ability to obtain a relocation of the Premises under this paragraph shall terminate and be of no effect.

27. Miscellaneous.

a. The substantially prevailing party in any litigation or other proceeding arising under this Agreement shall be entitled to its court costs and reasonable attorneys' fees (which, for Landlord, shall include the reasonable value of services rendered by the City Attorney's Program), including appeals, if any.

b. Each party agrees to furnish to the other such truthful estoppel information as the other may in writing reasonably request, upon not more than thirty (30) days' prior notice.

c. This Agreement and all addenda and exhibits attached hereto constitute the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. All addenda and exhibits attached to this Agreement are incorporated herein by this reference.

d. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. Landlord agrees to cooperate with Tenant in executing (or obtaining the execution by third parties, as the case may be) any documents necessary to protect

Tenant's rights under this Agreement or Tenant's use of the Premises. Such documents may include, without limitation, a short-form memorandum of this Agreement (which may reference the various option rights of Tenant under this Agreement), a short form memorandum of the Lease, the easement agreements pursuant to Paragraph 9 of this Agreement, a waiver of Landlord's interest in the Antenna Facilities pursuant to Paragraph 25 above, and a non-disturbance agreement from any existing or future mortgagee or ground lessor assuring that Tenant may remain in possession of the Premises without reduction in its rights under this Agreement should Landlord default under said mortgage or ground lease. All of the foregoing documents must be commercially reasonable in content and in a form suitable for recordation, and shall be executed by Landlord not later than thirty (30) days after Tenant's request therefor.

Upon the expiration or earlier termination of this Agreement, Tenant will, if requested by Landlord, record a quitclaim deed to evidence the termination of Tenant's interest in the Property.

f. This Agreement shall be construed in accordance with the laws of the state in which the Property is located. The provisions of this Agreement shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. If the parties delete any provisions appearing in the original draft of this Agreement, this Agreement shall be interpreted as if the deleted language were never a part of this Agreement.

g. Landlord has informed Tenant that although Landlord owns the Building, it is the lessee of the Property. The Property is subject to that certain Ground Lease ("Ground Lease") dated December 28, 1964, between Thomas E. Laubacher, Richard V. Laubacher, Marion L. Sweetland and Claire L. Berg, as Lessor ("Master Landlord") and 301 "B" Street, Inc. (Landlord's predecessor in interest with respect to the Ground Lease) as "Lessee," inasmuch as Landlord is the subassignee of Lessee. In compliance with section 9 of said Ground Lease, the following provisions are included in this Lease:

(1) This Lease is subject to all of the terms and provisions of the Ground Lease.

(2) In the event Tenant defaults in any of the provisions of this Lease on the part of Tenant to be performed, after notice of such default and the failure to cure same by Tenant, Landlord may, after the expiration of the notice period, re-enter the Premises by summary proceedings or otherwise have the right to expel Tenant and (i) terminate the lease, or (ii) relet the Premises for the account of Tenant without terminating this Lease. The notice period for any default shall not exceed thirty (30) days for non-payment of Rent and shall not exceed sixty (60) days for the failure to perform any other provisions under this Lease on the part of Tenant to be performed,

unless the performance of such other provisions cannot be reasonably accomplished within said sixty (60) day period, in which case Tenant may be permitted to additional time reasonably necessary to complete performance.

Landlord represents this Lease does not violate any provision of the Ground Lease, and that no provisions of this Lease are in conflict with any provisions of the Ground Lease. Landlord represents that it will comply with all terms of the Ground Lease and will not allow said Ground Lease to be terminated during the term of this Lease. Landlord further agrees to cooperate with and assist Tenant in obtaining a non-disturbance agreement from the Master Landlord, or its successor in interest, as the case may be, satisfactory to Tenant as provided for in Paragraph 27.e., above. The receipt of Tenant of the non-disturbance agreement shall be a condition to the effectiveness of this Lease.

h. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

DATED as of the date first set forth above.

LANDLORD: City of Oxnard

By: Dr. Manuel M. Lopez
Its: Mayor
Tax ID: 95-6000756

Attest:

By: Daniel Martinez
Its: City Clerk

Approved as to Form:

By: Gary L. Gillig, Esq.
Its: City Attorney

Signatures Continue. . .

Signatures Continued. . .

Approved as to Content:

Finance and Management Services

TENANT:

AT&T Wireless Services of California, Inc.,
a Delaware corporation:

By: Dennis Neal
Its: Site Development Manager

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California
COUNTY OF Santa Barbara

On Nov 18, 1996 before me, Phebe Mansur, Notary Public, personally appeared Dennis E. Neal, personally known to me (or 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.

WITNESS ~~my hand~~ and official seal.

Signature Phebe Mansur

PHEBE MANSUR
COMM #1074044
NOTARY PUBLIC-CALIFORNIA
SANTA BARBARA COUNTY
MY COMM. EXPIRES OCTOBER 1, 1999

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California
COUNTY OF Ventura

On November 20, 1996 before me, Jose Daniel Martinez Notary Public, personally appeared Dr. Manuel M. Lopez, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Jose Daniel Martinez

JOSE DANIEL MARTINEZ
COMM. # 1026608
Notary Public -- California
VENTURA COUNTY
My Comm. Expires MAY 15, 1998

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

RG11898.3

EXHIBIT A

to the Option and Rooftop Lease Agreement (improved Real Property) dated November 19, 1996 by and between the City of Oxnard as Landlord, and AT&T Wireless Services of California, Inc., a Delaware corporation, as Tenant.

The Property is legally described as follows:

Lots 1, 2, 3, and 4, Block C, Town of Oxnard, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 5 Page 9 of Maps in the office of the County Recorder of said County.

Exhibit A
Page 1 of 1

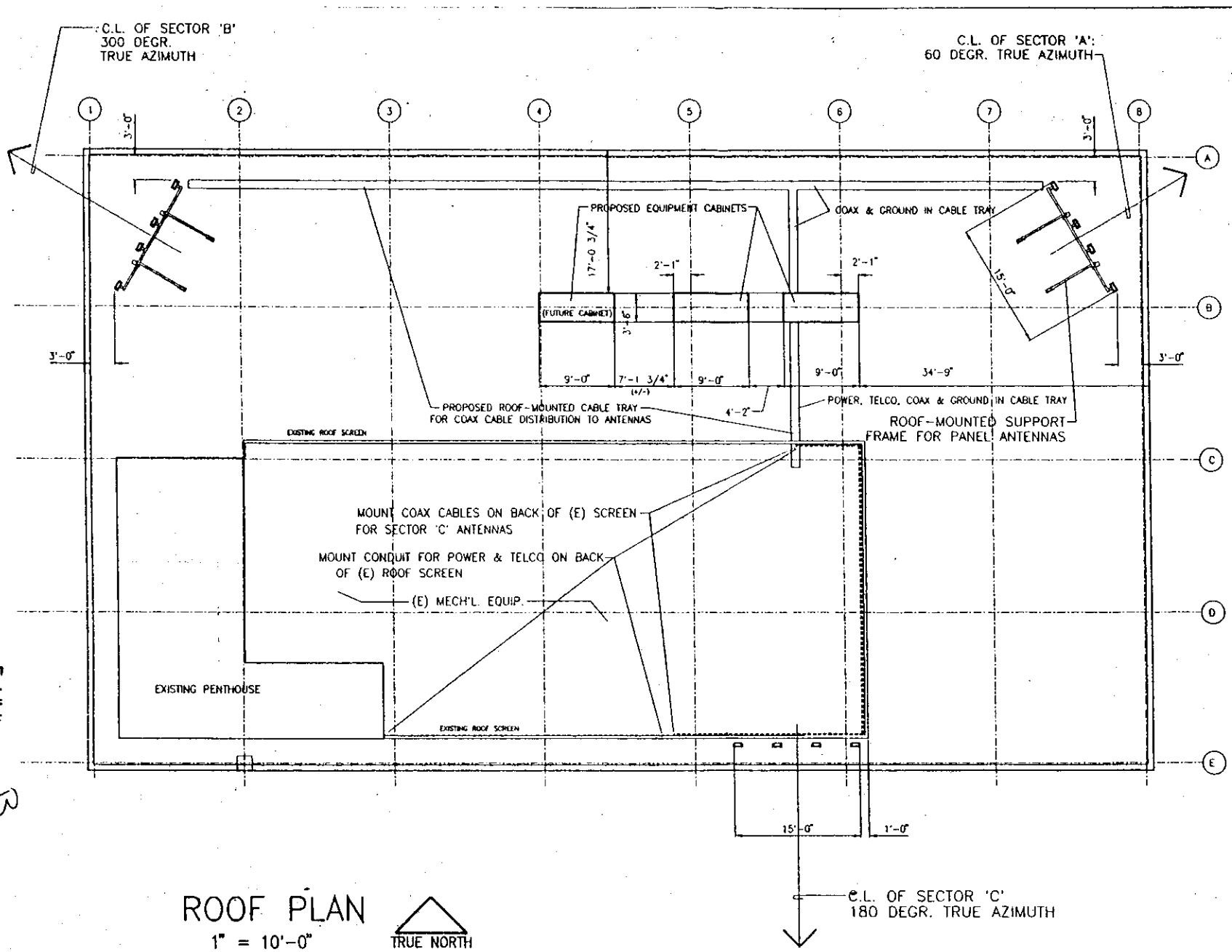
EXHIBIT B

to the Option and Rooftop Lease Agreement (improved Real Property) dated November 19, 1996 by and between the City of Oxnard as Landlord, and AT&T Wireless Services of California, Inc., a Delaware corporation, as Tenant.

The location of the Premises within the property is more particularly described or depicted as follows:

[See attached page]

Exhibit B
Page 1 of 2



ROOF PLAN
1" = 10'-0"

Exhibit 3
Page 2 of 2

SITE NAM
AT&T WIR
PROJECT
300 W.
OXNARD,
LEASE H
(APPLICA
AT&T WI
6485 Cal
Goleta,
805/681
Planning
Emily
ctron
Bob
Site Dev
Denn
LEGAL D
BLOCK C

EXHIBIT C

to the Option and Rooftop Lease Agreement (improved Real Property) dated November 19, 1996 by and between the City of Oxnard as Landlord, and AT&T Wireless Services of California, Inc., a Delaware corporation, as Tenant.

The following is a list of ground leases, liens, mortgages and other encumbrances currently on the Property:

Y 1. A LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN.

LESSOR:	Thomas E. Laubacher, a married man; Richard V. Laubacher, a married man and Marion L. Sweetland, a married woman, all dealing with their separate property and Claire L. Berg, a widow in equal shares
LESSEE:	301 "B" Street, Inc.
RECORDED:	March 1, 1965 in Book 2739, Page 197, Official Records

The interest of Claire L. Berg has passed to Ralph Berg.

The interest of Marion L. Sweetland has passed to Ventura County Seed Growers, Inc.

The interest of Thomas E. Laubacher has passed to Thomas E. Laubacher and Helen E. Laubacher, Trustees of the Thomas and Helen Laubacher 1989 Family Trust created under Declaration of Trust dated August 22, 1989;

The interest of Richard V. Laubacher has passed to Richard V. Laubacher, as Trustee of The Laubacher Family Trust dated 12-22-89.

Assignment of the lessee's interest under said lease.

Assignor:	301 "B" Street, Inc.
Assignee:	300 West Third Street
Recorded:	January 5, 1966 in Book 2922, Page 522, Official Records

Assignment of the lessee's interest under said lease.

Assignor:	300 West Third Street
Assignee:	City of Oxnard
Recorded:	February 18, 1976 in Book 4540, Page 950, Official Records

Exhibit C
Page 1 of 1

EXHIBIT D

ENVIRONMENTAL QUESTIONNAIRE AND DISCLOSURE STATEMENT

(to be completed by Landlord/Seller)

Landlord/Seller: City of Oxnard

Tenant/Buyer: _____

Property Location: 300 W. 3rd st. Oxnard, Ca.

Cell Site I.D. _____

A. Current/Former Uses of the Property

1. Name of current and all former owner(s):
City of Oxnard

2. Description of current use(s) of the Property, including name(s) of current occupant(s) and date(s) of occupancy:
City of Oxnard staff

3. Name(s) of previous occupant(s):
N/A

4. Description of previous use(s) of the Property:
N/A

5. Description of uses of adjacent properties:
Commercial office Buildings,

B. Information Regarding Asbestos

1. Is there currently asbestos in any of the construction materials contained in the building?

YES

2. If so, has a survey been conducted to assess the type, amount, location and conditions of asbestos? (If so, please attach a copy of any survey report.)

YES (SEE Attached)

3. Have asbestos air samples been taken? If so, what are the results?

YES (SEE Attached)

C. Polychlorinated Biphenyls ("PCBs")

1. Have polychlorinated biphenyls ("PCBs") been used in electrical transformers, capacitors or other equipment at the Property?

NO

2. If so, please describe the use and quantity of PCBs used on the Property.

N/A

D. Fuel/Chemical Storage Tanks, Drums and Pipelines

1. Are there any above-ground or underground gasoline, diesel, fuel oil or other chemical storage tanks on the property?

NO

2. If so, please describe substances stored and capacity of tank(s).

N/A

3. Have the tanks been inspected or tested for leakage? When was the most recent test? What were the results?

N/A

4. Are any other chemicals stored on the Property in drums or other containers? If so, please describe the substances, quantities stored, and types of containers.

ND

5. Have there been any spills, leaks, or other releases of chemicals on the Property? If so, please describe the chemicals and quantities released, any cleanup measures taken, and the results of any soil or ground water samples performed to detect the presence of the chemicals spilled, leaked, or released on the Property.

N/A

6. Please attach copies of any permits or licenses pertaining to the use, storage, handling, or disposal of chemicals on the Property.

7. Have the tanks been registered with or inspected by any governmental agency?

N/A

E. Air Emissions

1. Describe air emissions from each source of air pollutants, including fuel burning equipment (describe type of fuel burned), on the Property.

Roof Top water Boiler

2. Describe air pollution control equipment used to reduce emissions for each source of air emissions.

N/A does Not REQUIRE EMISSION Controls under V.C.A.Q.M.D. B.T.U. REQUIREMENTS

3. Are air emissions monitored? If so, indicate frequency of monitoring.

Note SEE #2 above

4. Please attach copies of any air permits or licenses pertaining to operations on the Property.

F. Water Discharges

1. List all sources of waste water discharges to surface waters, septic systems, or holding ponds:

N/A

Exhibit D
Page 4 of 16

FIRST INTERSTATE BANK BUILDING

Friable Materials

Pipe Insulation

The pipe, fitting and valve insulation found on the roof HVAC equipment, the penthouse Boiler Room, and fittings located within the ceiling or attic cavities throughout this building are asbestos-containing.

The pipe insulation in the Boiler Room is in need of minor repair.

← INSULATION HAS BEEN ABATED 6/24/92

The fitting insulation on the exposed pipe on the roof has completely deteriorated. The remaining ACM should be removed and new insulation installed.

← INSULATION HAS BEEN ABATED 12/15/91

Tank Insulation

The Boiler Room contains a hot water holding tank that has an asbestos-containing insulation. This material can remain in place until budgeted for removal or until the tank or its associated piping require repair.

Non-Friable Materials

Roofing

In roofing materials, any asbestos is heavily bonded in the petroleum-based mixture. They would become friable only if roughly torn or cut. They do not pose a hazard under ordinary circumstances.

10086895

Agreement No. A-5300

FIRST AMENDMENT TO OPTION AND ROOFTOP LEASE AGREEMENT

This First Amendment, dated August 1, 2006, amends that certain Option and Rooftop Lease Agreement ("the Lease"), dated November 19, 1996, entered into by and between the City of Oxnard ("Landlord") and AT&T Wireless Services of California, Inc. ("Tenant"), whereby Landlord leases to Tenant a portion of the rooftop of a four story building located at 300 West Third Street, Oxnard, California, for the purpose of placing wireless communications equipment thereon.

WHEREAS, AT&T Wireless Services of California, Inc. sold and assigned its interest in the Lease to New Cingular Wireless PCS, LLC, a Delaware limited liability company, located at 6100 Atlantic Boulevard, Norcross, Georgia 30071; and

WHEREAS, New Cingular Wireless PCS, LLC wishes to place different and additional wireless communications equipment on the rooftop and has obtained from the City of Oxnard a wireless permit (PZ 06-230-01) to do so; and

WHEREAS, Landlord now owns the real property on which the building is located, and continues to own the building itself; and

WHEREAS, the parties wish to provide for different rent to be paid to Landlord;

NOW, THEREFORE, the parties agree that the Lease is amended as follows:

1. Pursuant to section 21 of the Lease, Landlord consents to AT&T Wireless Services of California, Inc.'s assignment of the Agreement to New Cingular Wireless PCS, LLC, which is the entity that shall hereinafter be referred to as "Tenant" in the Lease.

2. Exhibit B-1, attached hereto and incorporated herein by reference, shall replace Exhibit B of the Lease.

3. The following sentence is added at the end of subsection a of section 7 of the Lease: "Beginning on August 1, 2006, the Rent shall be Two Thousand Five Hundred Dollars ($2500) per month."

4. Subsection c of section 7 of the Lease is amended to read: "Beginning on August 1, 2007, and on each August 1 thereafter that this Lease is in effect, the Rent shall be adjusted by the percentage change since May 1 of the previous year in the Consumer Price Index

COUNCIL APPROVAL

DATE: 08/01/06 **AGENDA #** I-2

prepared by the Bureau of Labor Statistics for the Los Angeles-Anaheim- Riverside area relating to all urban consumers."

5. Subsection (d) is added to section 9 of the Lease, to read:

"(d) Tenant shall comply with all tower marking and lighting and other requirements of the Federal Aviation Commission and the Federal Communications Commission. Tenant indemnifies and holds Landlord harmless from any liability and fines arising from Tenant's failure to comply with such requirements."

6. The following sentence is added at the beginning of section 13 of the Lease: "This Agreement may create a taxable property interest in the Premises."

7. Section 19(a) of the Lease shall read as follows: "Landlord warrants that it (i) has full right, power and authority to execute this Lease; (ii) has good and unencumbered title to the Building free and clear of any ground leases, liens, mortgages or other encumbrances that would interfere with Tenant's intended use of the Premises; and (iii) has the power to grant the access rights as set forth in Paragraph 9(c) above. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease."

8. Exhibit C of the Lease is deleted.

9. Subsection (g) of section 27 of the Lease is deleted.

Dated: August 1, 2006.

LANDLORD
City of Oxnard

Thomas E. Holden, Mayor

TENANT
New Cingular Wireless PCS, LLC, a Delaware Limited Liability ~~Corporation~~ Company

Emily Vaughan
Development Manager

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Paula Kimbrell for
Gary L. Gillig, City Attorney

APPROVED AS TO CONTENT:

Karen R. Burke (for)
Edmund F. Sotelo, City Manager

Agreement No. A-5300

SECOND AMENDMENT TO OPTION AND ROOFTOP LEASE AGREEMENT

THIS SECOND AMENDMENT (**"Second Amendment"**) to the Option and Rooftop Lease Agreement (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st day of April, 2015, by and between the City of Oxnard, a municipal corporation (**"Landlord"**), and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (**"Tenant"**). This Second Amendment amends the Option and Rooftop Lease Agreement entered into on November 19, 1996, whereby Landlord leases to Tenant a portion of the rooftop of a four story building located at 300 West Third Street, Oxnard, California, for the purpose of placing wireless communication equipment thereon. The Agreement has previously been amended on August 1, 2006, by a First Amendment to Option and Rooftop Lease Agreement.

Landlord and Tenant agree as follows:

1. Section 9(c) of the Lease shall be amended to read as follows:

   "Landlord shall provide Tenant ingress and egress from an open and improved public road, and access over and across the Property and to and within the Building adequate to service the Antenna Facilities at all times during the term of this Lease or any renewal thereof at no additional charge to Tenant. Tenant shall be entitled to twenty-four (24) hour, seven (7) days per week, access to the Premises. Access shall be provided by Landlord's staff within forty-five (45) minutes of notification by Tenant to Landlord by calling 805-385-8099 during normal business hours or 805-385-7600 after hours and requesting access or by calling such other phone number that Landlord may provide Tenant for the purpose of prior notification. Additionally, all Tenant personnel, whether employee or contractor, shall display proper credentials at all times while on Premises."

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

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD

CITY OF OXNARD,
a municipal corporation

Carmen Ramirez for TF

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Greg Nyhoff, City Manager

TENANT

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

By: ATT Mobility Corporation
Its: Manager

James Stickney,
Director Construction & Engineering

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

SEE THE ATTACHED

On the _____ day of _____, 20___, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires: _____

ACKNOWLEDGEMENT

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 California
County of Orange)

On June 11, 2015 before me, Katelyn S. Voss, Notary Public, personally appeared James Stickney, 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.

KATELYN S. VOSS
Commission # 2009718
Notary Public - California
Orange County
My Comm. Expires Mar 3, 2017

Signature _____ (Seal)

EXHIBIT 2
Recording Document Entitled
"Memorandum of Third Amendment to Lease"

Recording Requested By
& When Recorded Return To:

Black Dot Wireless
23456 Madero, Suite 210
Mission Viejo, CA 92691

_____
(Space Above This Line For Recorder's Use Only)

Re: Cell Site No. SBOV37
Cell Site Name: SBOV37-01 CENTRAL OXNARD (CA)
Fixed Asset Number: 10086895
State: California
County: Ventura

MEMORANDUM
OF
THIRD AMENDMENT TO LEASE

This Memorandum of Third Amendment to Lease (hereinafter referred to as the "**Memorandum**") is entered into on this ____ day of_____, 2023, by and between the City of Oxnard, a municipal corporation, having a mailing address at 305 West Third Street, Oxnard, CA 93030 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant (or its predecessor-in-interest) entered into a certain an Option and Rooftop Lease Agreement dated November 19, 1996, as amended by the First Amendment to Option and Rooftop Lease Agreement dated August 1, 2006, the Second Amendment to Option and Rooftop Lease Agreement dated April 1, 2015, and that certain Third Amendment to Option and Rooftop Lease Agreement dated_____, 2023 (hereinafter, collectively referred to as the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located at 300 West Third Street, Oxnard, CA 93030. All of the foregoing is set forth in the Agreement. A Memorandum of Rooftop Lease was recorded November 22, 2006 as Document No. 96-160718 in the Official Records of Ventura County.

2. The term of the Agreement initially commenced November 20, 1996 and the parties agree to further extend the term of the Agreement for a new initial lease term of five (5) years commencing on May 1, 2023, with one (1) successive five (5) year option to renew.

3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.

4. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[**SIGNATURES APPEAR ON THE NEXT PAGE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Third Amendment to Lease as of the day and year first above written.

LANDLORD:	**TENANT:**
City of Oxnard, a municipal corporation	New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
By: _____	By: Misty Snowden
Name: _____	Name: Misty Snowden
Title: _____	Title: Area Manager
Date: _____	Date: 5/2/23

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD 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 California
County of_____)

On_____before me, _____
(insert name and title of the officer)

personally appeared_____,
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.

Signature_____ **(Seal)**

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 California
County of Orange)

On May 02, 2023 before me, Joyce Story - Notary Public
(insert name and title of the officer)

personally appeared Misty Snowden,
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.

JOYCE STORY
Notary Public - California
Orange County
Commission # 2313377
My Comm. Expires Nov 22, 2023

Signature Joyce Story (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Third Amendment to Lease dated_____, 2023, by and betweenthe City of Oxnard, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are a portion of the Property located at 300 West Third Street, Oxnard, CA 93030 and legally described and/or depicted as follows:

Lots 1, 2, 3, and 4, Block C, Town of Oxnard, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 5 Page 9 of Maps in the office of the County Recorder of said County.

PARTNERS 2000 PROGRAM

The Partners 2000 Program ("Program") reflects our commitment to offering to our qualified customers, in addition to discounted rates for Wireless Service, an array of Wireless Consulting Services, certain enhanced Wireless Services, and Preferred Customer opportunities. This unique Program provides to the qualified customer, not only the most economic rate plan(s) we have available, but also, a menu of non-tariffed opportunities and professional communication needs support from which to choose.

TERMS AND CONDITIONS

This is an Agreement between the Customer the City of Oxnard, ("you") and AT&T Wireless Services ("us" "we" or "our") for cellular services and related communications consulting services. The Agreement incorporates herein by reference Exhibit A ("Order for Cellular Telephone Service"), Addendum A ("General Terms and Conditions for Wireless Service") and Addendum B ("Government Plan Agreement"). In the event of any conflict between the Agreement and any such document, the terms of the Agreement shall prevail. In the event you choose to exercise certain of the available menu opportunities under the Partners 2000 Program, such as the Wireless Office Service, or the Wireless Information Navigator, an additional Addendum may be required.

- *ELIGIBILITY AND SERVICE SUBSCRIPTION / TERM.* This Agreement is for a period of two years commencing December 31, 1996, and is subject to the General Terms and Conditions for Wireless Service attached as Addendum A and incorporated herein. Eligibility is based upon your exclusive use of our cellular service and you committing to either our Enhanced or Basic Option(s).
  - -The Basic Option requires a minimum total monthly billing of $2,000 (tariffed minimums will apply) generated over a minimum of ten to a maximum of fifty wireless phones and activated numbers.
  - -The Enhanced Option requires a minimum total monthly billing of $2,000 (tariffed minimums will apply) generated over a minimum of fifty-one wireless phones and activated numbers.

  In the event your usage falls below the threshold Option Level for two consecutive billing periods, the benefits and discounts of the Partners 2000 Program will terminate and your account will transition to a standard rate plan which better meets your Wireless needs for the remainder of the two year term.

- *ACCOUNT LEVEL VOLUME DISCOUNT.* Government rate plan which will give you savings based upon the total volume of calls you make. Please see Addendum B for further explanation. In addition, it will be noted that this agreement entitles you to move to the most cost effective rate plan upon your notification to us.

- *WIRELESS INFORMATION NAVIGATOR (WIN).* Enhanced Option participants are entitled to have access to the WIN billing system to enable you to monitor and trend your monthly wireless expense. This CD ROM based billing system will be provided to you for no additional monthly cost during the term of the agreement. You must execute the appropriate WIN software license and agree to be bound by its terms.

- *TECHNOLOGY PROTECTION FEATURE*. For new cellular subscribers, we will offer you the promotional price for equipment at the time of activation. At any time during the life of this agreement, you have the ability to upgrade any existing cellular telephone that is at least one year old, for a new one. The price that you will pay will be determined by the promotional price that we charge for any new customer. You will also receive all of your accessories at our cost and all installations done at our facility will be performed for free.

- *COMMUNICATIONS NEEDS ANALYSIS AND TECHNOLOGY BRIEFINGS*. As a member of the PARTNERS 2000 Program, you are entitled to:
  -Semi-Annual, one hour briefings on the latest of Wireless Technology.
  -Wireless Office Service Needs Analysis, and consultation regarding application and installation; a separate service addendum and one time hardware installation fee may apply.
  -Virtual Office Program interface with our experts who will assist with Virtual Office needs analysis and recommendations.
  -A specialized Account Executive will be assigned to you and will provide quarterly account review analysis; the Account Executive will be available, on call, to answer concerns.
  -On Site Training will be provided on a regular basis for cellular users.

- *MISCELLANEOUS BENEFITS*.
  -Business Card Reimbursement. A one time reimbursement for printing of business cards at a level not to exceed $10 per Basic Option Participant cellular number and $20 per Enhanced Option Participant cellular number will be available during the initial six months of subscription to the Program.

- *EFFECT OF TERMINATION FROM PROGRAM -- LIQUIDATED DAMAGES AND RETURN OF EQUIPMENT*. In the event your participation in the "Program" is terminated by your default under Addendum A, Addendum B, or otherwise by failure to maintain eligibility status, all terms and services offered under this Agreement will cease immediately upon notice from us to you. It is expressly understood and agreed that we have incurred considerable expense in packaging and providing the array of non-tariffed services and product availability's for your benefit, and that the termination of this Agreement prior to the term will result in a Cancellation Fee of $2,500 plus full reimbursement for all sums expended by us in the current calendar year for business card reimbursement expenses. The Cancellation Fee is a liquidated damage amount assessed due to the difficulty of determining the actual damages we would sustain. This Liquidated Damage amount is in addition to any Cancellation Fee due under Addendum A or Addendum B.

The Parties have executed this Agreement through their respective duly-authorized representatives on this 31st. day of December 1996.

City of Oxnard	AT&T Wireless Services
By _____	By _____
Its Finance Director	Its MAJOR ACCOUNT EXECUTIVE
300 W. 3rd. St.	751 Daily Dr. #116
Oxnard, CA 93030	Camarillo, CA 93010

ADDENDUM A

GENERAL TERMS AND CONDITIONS FOR WIRELESS SERVICE

This is a service agreement ("Agreement") for wireless radio telecommunications service ("Service") between you the "Customer", and AT&T Wireless Services ("us", "we" or "our"), which is licensed by the Federal Communications Commission ("FCC") to provide service your assigned number ("Number") within licensed areas. The term "Phone" means the wireless receiving and transmitting equipment which is programmed with the assigned number. Where terms and conditions relating to service are regulated, tariffs governing such terms and conditions are on file with the State Public Service or Public Utilities Commission or the FCC, and are available for your inspection. If there is any inconsistency between this Agreement and those tariffs, the tariffs will amend this Agreement. Tariffs have been filed with: The CA Public Utilities Commission, 505 Van Ness, San Francisco, CA 94102; The NV Public Service Commission, Capitol Complex, 727 Fairview Drive, Carson City, NV 89710; The HI Public Utilities Commission, 465 S. King St. #103, Honolulu, HI 96813.

SERVICE

Terms/Rates. The term of this Agreement for each Number begins on the date of Service activation for that Number and lasts until termination, as described below. Your service term, rates, and other service components are based on your selection of an available monthly service plan ("Monthly Plan") or other fixed term service(s) ("Fixed Plan"), and become part of this agreement. The Plan chosen applies separately to each Number originally or later activated under this Service Agreement. You are entitled to select the long distance carrier of your choice.

Availability/Interruption. Service is available to your Phone when the phone is turned on and is within our system operating range. Service availability and reliability is subject to limitation or interruption caused by governmental regulation; restrictions of an underlying carrier; topographic, geographic, or other environmental conditions; system repairs and changes; capacity limitations; problems with your Phone; our efforts to identify and combat potential or actual fraud; or for other legitimate business purpose(s). If you experience a problem with the quality of service, please call Customer Care.

Use of Service/Equipment/Number. You agree not to use the Phone or Service for any unlawful or abusive purpose which may create risk to us or the public. Resale of service is subject to pertinent regulatory approvals and/or prior contractual arrangements with us. You are responsible for ensuring that your phone is technically and operationally compatible with our Service and meets federal standards. You have no ownership rights to the Number; we may change your Number by giving you notice.

Privacy. Wireless Phones use radio channels to transmit voice and data; although laws prohibit listening in on wireless calls, your privacy cannot be guaranteed. We shall not be liable for any lack of privacy you may experience while using the service. You authorize our monitoring and recording of your calls or calls on your behalf to us concerning your account; you consent to our use of automatic equipment to phone you regarding your account. Pursuant to Federal Law, we reserve the right to intercept, disclose or use any transmitted communication that is obtained in the course of business while we are engaged in any activity that is a necessary incident to the rendition of service or to the protection of our rights or property;

Fraud. You may not assign the Number or the Phone Electronic Serial Number(ESN) to any other Phone; you may not program any other Number or ESN into the Phone. If your Phone is stolen and/or Service is fraudulently used or counterfeited, you must immediately notify us and promptly provide us with requested documentation and information(including affidavits and police reports). You agree to cooperate with us in any investigation and to use any fraud prevention or detection features/precautions as we may prescribe. If you comply and we are satisfied you were defrauded, you will not be charged for the fraudulent usage.

CHARGES/PAYMENTS/DEFAULT

Generally. You are responsible for paying all charges for Service furnished under this Agreement by us or another provider, including recurring monthly Service charges, charges for all calls sent from or received by your Phone or through any Number assigned to you, and charges for other services which you use. You may receive a separate bill for your long distance charges depending upon the long distance carrier you have selected. Service charges may include charges for services provided by other vendors, such as directory assistance charges, toll charges for calls made to points outside the local calling area, and roaming or network charges for calls made or received when outside the local calling area. We reserve the right to add a fee for processing third party charges. You are responsible for all applicable taxes and government imposed surcharges; tax exempt status must be documented and presented to us prior to adjustment of applicable taxes and/or surcharges. *You will be charged from the time you press "SND"(Send) until the time you press "END." You are billed only for calls in which a connection is made. Airtime usage charges are rounded up and are calculated in full-minute increments.*

Billing and Payment. Recurring monthly service charges are billed one month in arrears prorated for the number of days in the month the service is active. Usage charges are billed on a per minute basis(any partial minute may be billed as a whole minute). Billing cycles are approximately thirty days in length; billing cycle end dates may change from time to time. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card.

Late Payments/Disputes. Payment of all charges must be received by the due date shown on each invoice. *Time is of the essence for payment*, thus, in addition to all other charges, you agree to pay us liquidated damages of one and one-half percent (1.5%) per month of any amount unpaid when due for every month such amount remains unpaid. Liquidated damages shall be prorated daily for each day that payment is overdue, but shall not compound monthly. If a check is returned for insufficient funds, you shall pay a fee not to exceed $15. Acceptance of late or partial payments (including checks marked "Paid in Full" or with other notations) shall not waive any of our rights to collect the full amount due under the Service Agreement. If we suspend your service for any reason, and later elect to reinstate you, we may require a reactivation fee including a $15 reinstatement charge. *All disputes and partial payments must be in writing and must be received by us no later than the due date or the dispute will be waived.*

Default. If you do not pay the full amount of your bill by the Due Date, fail to perform any of other specified obligations stated in this agreement, or are subject to any proceeding under the Bankruptcy Act or other such debtor relief law, we may terminate service subject to applicable notice requirements, if any.

Deposits/Credit Reports/Balances. For purposes of determining credit worthiness, you authorize us to inquire of consumer reporting agencies or trade references to furnish us with employment and credit information. Based on such information, we may require a deposit to establish or maintain service. The deposit shall be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Deposits might be mixed with other funds. We may require you to increase your deposit at any time to reflect your estimated monthly charges, based on actual usage, or a change in your credit status. If you default or this Service Agreement is terminated, we may apply any deposit towards payment of charges due. After 90 days following termination, any remaining deposit or other credit balance in excess of $10 shall be returned with interest to you at your last known address. If the Postal Service returns the deposit to us undelivered, the funds shall become ours.

Account Information. You consent to our disclosure of information about your account to any person able to provide your name, address, social security number, and the phone number assigned, and to the making of changes to the account by any such person. We may also disclose information about your account to your preferred long distance carrier.

CHANGES TO RATES, PLANS, SERVICE FEATURES

By us. We may change or modify this Agreement, including your rate plan and other service charges, upon advance notice. If you do not agree to such modification, you may terminate this agreement by giving us written notice within 15 days of receipt of our notice, and you will not be charged a cancellation fee.

By you. You may change Service features or rate plan(s) by notifying us and paying our standard charges, including any applicable cancellation fees to be effective during your next complete billing cycle. If you transfer to a plan having a term which is shorter than your previous plan, you shall remain obligated for the term of the previous plan. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension. No modification or suspension shall be valid unless you are either notified in writing by us or the modification is reflected in our records system.

TERMINATION

Monthly Plan. A monthly plan Service Agreement lasts month to month until terminated by either party for any reason upon thirty days' notice. In the event of default by you, we may immediately terminate service upon notice.

Fixed Plan. If you select a plan with a fixed term, this agreement shall continue for the term selected. You are provided a special rate in exchange for your agreement to subscribe for a fixed term. IF YOU TERMINATE THIS AGREEMENT PRIOR TO THE END OF A FIXED TERM OR WE TERMINATE SERVICE FOLLOWING YOUR DEFAULT, YOU AGREE TO PAY US, IN ADDITION TO ALL OTHER AMOUNTS OWING, A CANCELLATION FEE IN THE AMOUNT SET FORTH ON THE FACE OF THIS AGREEMENT; THESE ARE LIQUIDATED DAMAGES DUE TO THE DIFFICULTY OF DETERMINING THE ACTUAL DAMAGES WE WOULD SUSTAIN. THE CANCELLATION FEE WILL BE ADJUSTED TO PROVIDE CREDIT FOR THOSE MONTHS FOR WHICH SERVICE PAYMENTS HAVE BEEN MADE. If, at the end of the term, you have not selected an alternate plan, the terms of this agreement will continue until termination by either of us upon 30 days notice.

LIMITATIONS

Limitation of Liability. WE SHALL NOT BE LIABLE IF OUR NONPERFORMANCE IS CAUSED BY ACT OR OMISSION OF ANOTHER CARRIER OR SERVICE PROVIDER, EQUIPMENT FAILURE OR MODIFICATION, ACTS OF GOD, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS, OR CAUSES BEYOND OUR REASONABLE CONTROL. WE ASSUME NO LIABILITY FOR SERVICE OUTAGES OF 24 HOURS OR LESS. OUR LIABILITY FOR ANY SERVICE FAILURE SHALL IN NO EVENT EXCEED THE SERVICE CHARGES DURING THE AFFECTED PERIOD. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. WE SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE PHONE OR THE SERVICE OR THE INSTALLATION OR REPAIR OF THE PHONE BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY UNDERLYING CARRIER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT AND YOUR USE OF THE SERVICE UNLESS DUE TO OUR SOLE NEGLIGENCE. YOU AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING OUR RIGHTS OR IN ESTABLISHING THE APPLICABILITY OF THIS PARAGRAPH. THIS PARAGRAPH SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

Long Distance Indemnification. We will make every effort to ensure your cellular service is connected to the long distance company of your choice. In the event you discover that your account has been inadvertently connected to a different long distance service, we will be liable only to the extent of connecting the service to your chosen carrier at the earliest opportunity after you notify us. We will not be liable for any charges incurred by you with another long distance company or any other charges.

No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE PHONE AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE PHONE AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

MISCELLANEOUS

Authority. You acknowledge that you are of legal age, have received a true copy of this Agreement, and have read and clearly understood its terms. If signing on behalf of a corporation, other entity or person you guarantee your signature authority. If you are not authorized to sign, you personally guarantee payment of all charges.

Notices. Written notices to you shall be effective on the date deposited in the U.S. Mail addressed to your address of record. Written notice to us shall be effective when directed to our Customer Care Department and received at the FAX Number address set forth on the front of this Agreement. Your notice must specify your Number. Oral notices shall be deemed effective on the date reflected in our records.

Separability. If any part of this Agreement is found invalid, or is superseded, the balance of the Agreement shall remain enforceable, unless either party's rights are materially impaired.

Entire Agreement. This Services Agreement represents the entire agreement between you and us, which may not be amended except as provided herein. Each time you use your Service or remit payment of any bill, you re-affirm your agreement with us and give your approval to any amended provisions or acts of which you have been given notice. No handwritten change or interlineation to this agreement is valid unless approved in writing by a Vice President of ours.

Governing Laws. This Agreement is governed by and subject to applicable federal and state laws and the regulations of the FCC. Any conflict between the terms and conditions of this Agreement and the provisions of any tariff or other laws, rules, or regulations shall be resolved in favor of the applicable tariff, law, rule, or regulation.

Arbitration. Either party may elect to have any claim in excess of $10,000 resolved by binding arbitration, by and according to the rules of, Judicial Arbitration and Mediation Services, Inc ("JAMS"). All hearings shall be held in a mutually convenient location within the State where the Number is/was activated and the arbitration shall be conducted according to the commercial arbitration rules of the American Arbitration Association. Judgment upon any award may be entered in any court having jurisdiction. Should the foregoing terms not be enforceable for any reason, then the dispute may be resolved in a state or federal court in the State where the Number is/was activated; after commencement of suit we shall jointly request an order of arbitration as provided above.

Government Plan Agreement

Customer Information

Customer Name: City of Oxnard

[illegible]	[illegible]
All Accounts	

[illegible]	[illegible]

Terms and Conditions

This agreement shall continue for a fixed term of 24 months. You have been provided with discounted cellular telephone service in exchange for your agreement to remain a subscriber for the next 24 months. **If you terminate your service prior to the end of the fixed term or we terminate service following your default, you agree to pay us in addition to all other amounts owing a prorated fee of $200.00 per access number.**

By signing below I acknowledge that I have read and I understand all terms of this agreement. All other terms and conditions as described on the original service agreement still apply.

Print Name: Stan Kleinman Title: Finance Director

Subscriber Signature: [illegible] Date: 12/20/96

APPROVED AS TO FORM:
By [illegible] Its City Attorney

Sales Information

Dealer Name: Bart Tilly Dealer Code: 50454

[illegible]	[illegible]	[illegible]	[illegible]
$25.00	0-10,000 @ $.29 10,001+ @ $.28 *MTM & Off-Peak @ $.10	12 months	$200 per line

*MTM and Off-Peak minutes within home county only, within the local calling area the blended rate of $.29 or $.28 applies; roaming within California is $.79.

COUNCIL APPR
DATE: 11-19-96 AGENDA # I-8

State: California
Market: Ventura
Cell ID: 5518-97007
Name: Central Oxnard

OPTION AND ROOFTOP LEASE AGREEMENT
(Improved Real Property)

THIS OPTION AND ROOFTOP LEASE AGREEMENT (this "Agreement") is entered into this 19 day of November, 1996, between the City of Oxnard ("Landlord") and AT&T Wireless Services of California, Inc., a Delaware corporation ("Tenant").

For the sum of One Thousand Seven Hundred and 00/100 Dollars ($1,700.00) (the "Option Fee"), to be paid to Landlord by Tenant within twenty (20) working days after Landlord's execution of this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. OPTION

1. Premises. Subject to the following terms and conditions, Landlord grants to Tenant an option to lease (the "Option") certain space on the roof of the Building (the "Building") located on the real property (the "Property") described in Exhibit A attached hereto and incorporated herein by this reference. The location and orientation of Tenant's space on the exterior of the Building (the "Premises") is as described in Exhibit B attached hereto and incorporated herein by this reference. The address of the Building is 300 West Third Street, Oxnard, California.

2. Option Term. The Option shall be for an initial term of twelve (12) months commencing on the date set forth above (the "Initial Option Period"). The Option term may be extended for an additional twelve (12) months upon notification to Landlord by Tenant and upon payment of additional consideration in the sum of One Thousand Seven Hundred and 00/100 Dollars ($1,700.00) ("Additional Option Fee") prior to the end of the Initial Option Period.

3. Cooperation. During the Initial Option Period and any extensions thereto and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining and maintaining, at Tenant's sole expense, all licenses and permits required for Tenant's use of the Premises (the "Governmental Approvals") and Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures on,

A-5300

under, and over the Property necessary to determine that the Premises will be acceptable to Tenant's engineering specifications, system design and Governmental Approvals; provided that subsequent to any such testing or procedures, Tenant shall restore the Premises, at Tenant's sole expense, to its prior condition. Tenant shall make best efforts to obtain all Government Approvals as quickly as possible. Landlord acknowledges that Tenant shall have no obligation to appeal the denial of any Government Approvals or to seek the extension or renewal of any Government Approvals.

4. Exercise of Option. Tenant may exercise this Option by notifying Landlord in writing prior to the expiration of the Initial Option Period or any extension thereto that Tenant is exercising its Option. Landlord acknowledges that Tenant is under no obligation to exercise the Option and that Tenant's decision to do so will be dependent on Tenant's subjective determination of the utility of the Premises for Tenant's intended purpose.

B. LEASE

5. Lease Term. In the event that Tenant exercises the Option, the term of this lease (this "Lease") shall be five (5) years, commencing upon the date Tenant gives written notice to Landlord that Tenant is exercising its Option (the "Commencement Date") which shall in any event be prior to the expiration of the Initial Option Period or any extension thereof, and terminating at midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for seven (7) additional three (3) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be renewed for each successive Renewal Term unless Tenant shall notify Landlord of Tenant's intention not to renew this Lease at least ten (10) days prior to the expiration of the term or any Renewal Term.

6. Use.

a. The Premises may be used by Tenant only for the transmission and reception of radio communication signals in any and all frequencies, for the construction and maintenance of related facilities, antennas, or buildings and for related activities and uses as described herein. The design, size and location of any such facilities, antennas or buildings are subject to the prior written approval of Landlord, as provided in Paragraph 9a.

b. In using the Premises, Tenant shall comply with all applicable local, state and federal laws and regulations.

7. Rent.

a. Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of Eight Hundred Fifty and 00/100 Dollars ($850.00) per month (the "Rent"). Rent shall be paid to Landlord within ten (10) days of the first day of each month in advance to Landlord at Landlord's address specified in Paragraph 18 below. If the Lease is commenced other than on the first day of a month, the Rent shall be prorated for that first month for the number of days from the Commencement Date to the end of the month.

b. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

c. The Rent for each Renewal Term shall be equal to one hundred five percent (105%) of the Rent in effect for the immediately preceding term or Renewal Term, as applicable.

d. Tenant acknowledges that late payment of Rent may cause Landlord to incur administrative costs and expenses which are difficult and impractical to fix. Therefore, if any installment of Rent or other payment due from Tenant is not received by Landlord within ten (10) calendar days after due date, Tenant shall pay Landlord an additional sum equal to five percent (5%) of the past due obligation as a late charge which shall be deemed additional Rent. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that Landlord may incur by reason of Tenant's late payments.

8. Interference.

a. Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees or agents to use any portion of the Property or the Building in any way which interferes with the physical or technological operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Tenant, and therefore Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease.

b. Nothing in this Lease shall be construed to limit Landlord's right to sell the Building (provided any purchaser of the Building acknowledges in writing that the building is subject to this Lease), use the Building other than the Premises or to

assign or lease the Property or the Building or portions thereof; provided, however, that Landlord shall include in any leases of portions of the rooftop of the Building, the Building and/or the Property a requirement that the tenants shall not interfere with the physical or technological operations of Tenant. Shared use by Tenant and other tenants of portions of the Property or the Building, other than the Premises, or use of the Property or the Building, other than the Premises, by a tenant that competes with Tenant shall not be deemed to be "interference."

c. Nothing in this Lease shall be construed to limit or interfere with Landlord's right to repair, maintain and improve the Building and the rooftop thereof, including, but not limited to, such actions as reroofing. Tenant agrees to cooperate with Landlord and its contractors as necessary to accomplish such repairs, maintenance and improvements, including, on reasonable notice from Landlord, temporarily relocating Tenant's Antenna Facilities and utilities, described in Section 9, to another location of the Building rooftop while Landlord or its contractors perform such repairs, maintenance or improvements. To the extent reasonably possible, Landlord shall cooperate with Tenant to minimize any inconvenience or disruption to Tenant in connection with any such repairs, maintenance or improvements. The responsibility for the costs and expenses associated with any temporary relocation of Tenant's Antenna Facilities as provided for in this subparagraph 8.c. shall be allocated as follows: Landlord shall be responsible for the first $1,000.00 of such costs and expenses; Landlord and Tenant shall each bear responsibility for one-half of such costs and expenses in excess of the $1,000.00 which is the responsibility of the Landlord.

9. Improvements; Utilities; Access.

a. Tenant shall have the right, at its expense, to install, construct, repair and maintain in the Premises the improvements, personal property and facilities relating thereto (the "Antenna Facilities"). The installation and construction of the Antenna Facilities shall be in accordance with the design set forth in the Governmental Approvals allowing such installation and construction. The design of the Antenna Facilities may not be substantially altered without the prior written approval of the Landlord, which approval shall not be unreasonably withheld. The Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Antenna Facilities or any portion thereof during the Lease term and following any termination of this Lease. Tenant shall repair any and all damages to the Premises or Property caused by any such removal.

b. Tenant shall have the right to install utilities and to improve the present utilities, all at Tenant's expense, on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall have the right to permanently place utilities, at Tenant's expense, on (or to bring utilities across) the Property in order to service the Premises and the Antenna Facilities, together with a

right to enter the Property in order to maintain, repair and replace said utilities. Landlord shall execute a written easement, which shall expire concurrent with the term of this Lease, as may be extended, in recordable form evidencing these rights upon Tenant's request.

c. Landlord shall provide Tenant ingress and egress from an open and improved public road, and access over and across the Property and to and within the Building adequate to service the Antenna Facilities at all times during the term of this Lease or any renewal thereof at no additional charge to Tenant. Tenant shall be entitled to twenty-four (24) hour, seven (7) days per week, access to the Premises, without the necessity of prior written notice to Landlord.

10. Default.

a. Landlord shall be in default under this Agreement if: (i) Landlord shall fail to cease any physical or technological interference within the cure periods set forth in Paragraph 8 above; or (ii) Landlord shall fail to observe or perform any of Landlord's other obligations under this Agreement when such failure shall continue for thirty (30) days after written notice from Tenant to Landlord; provided, however, that if the nature of Landlord's default is such that it cannot be cured solely by payment of money and that more than said 30-day period may be reasonably required to effect such cure, then Landlord shall not be deemed to be in default under this clause (ii) if Landlord shall commence such cure within said 30-day period and shall thereafter diligently prosecute such cure to completion. In the event of any breach of this Agreement by Landlord, Tenant shall have the right (but not the obligation), in addition to all remedies that may be available at law or in equity, to perform Landlord's obligations under this Agreement. Tenant shall have the right to set off any expense incurred as a result of Landlord's default against any Rent or other payment due under this Agreement.

b. Tenant shall be in default under this Agreement if: (i) Tenant shall fail to pay the Rent due under this Agreement within ten (10) days after written notice from Landlord that such Rent is overdue; or (ii) Tenant shall fail to observe or perform any of Tenant's other obligations under this Agreement when such failure shall continue for thirty (30) days after written notice from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that it cannot be cured solely by payment of money and that more than said 30-day period may be reasonably required to effect such cure, then Tenant shall not be deemed to be in default under this clause (ii) if Tenant shall commence such cure within said 30-day period and shall thereafter diligently prosecute such cure to completion. In the event of any breach of this Agreement by Tenant, Landlord shall have the right (but not the obligation), in addition to all remedies that may be available at law or in equity, to perform Tenant's obligations under this Agreement.

11. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, on thirty (30) days written notice as follows: (a) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Tenant if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business; or (c) by Tenant if the Premises or the Building is or becomes unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong. In the event Tenant terminates this Lease under provision (c) of this section, Tenant will pay a termination fee to Landlord equal to one year's rent payments.

12. Condition of Premises Upon Termination. Upon termination, Tenant will return the Premises to their original condition, ordinary wear and tear and casualty excepted.

13. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant, except for proof of possessory or other leasehold interest taxes, billings for which are submitted directly to Tenant by the taxing agency. Tenant shall pay and be solely responsible for any possessory or other leasehold interest tax that may be assessed by reason of this Agreement and Tenant's use of the Premises.

14. Insurance.

a. Tenant shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverage.

(1) Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);

(2) Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto;"

(3) Property insurance against all risk of loss to any Tenant improvements or betterments in the amount of the full replacement cost with no co-insurance penalty provision;

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

b. Tenant shall, prior to performance of any services, file with the Risk Manager a certificate of insurance, on a City-approved form, certifying that the above insurance coverages shall remain in effect at all times during the term of this Agreement, or any extension thereof. The certificate of insurance shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Contract No. A-5300
300 West Third Street, Suite 302
Oxnard, California 93030

c. Tenant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A-7 or better and shall bear endorsements providing that the policies may not be cancelled or modified 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 efforts" modifiers or if the insurer is relieved from the responsibility to give such notice.

d. Tenant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers and employees as additional insureds and to provide that the coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages.

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

15. Destruction of Property. If the Property, Building or the Premises are destroyed or damaged so as, in Tenant's judgment, to hinder the effective use of the Antenna Facilities, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Landlord not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant.

16. Condemnation. If a condemning authority takes all of the Property and/or the Building, or a portion sufficient, in Tenant's determination, to render the Premises unsuitable for the use which Tenant was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority.

It is the intention of the parties that neither Landlord nor the condemning authority shall have the right to terminate the Lease in the event of the condemnation of the Premises or any portion of the Property, unless Tenant's use of the Premises thereafter materially interferes with the condemning authority's use of the balance of the Property. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Tenant shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid Rent, and business dislocation expenses) as set out by the condemning authority, or as agreed to by the parties. If the respective interests are not set forth by the condemning authority and the parties are unable to agree, their respective share shall be determined by mediation through an independent mediator or if mediation fails to resolve the controversy, then by arbitration under the provisions of the California Arbitration Act. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

17. Indemnity.

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

b. Tenant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by City, its City Council, and each member thereof, or any officer, employee, representative or agent of City, except if such acts or omissions are the product of active negligence or of passive negligence.

c. Tenant's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability of damages as to which Tenant is obligated to indemnify and hold harmless.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:

City of Oxnard, Facilities Services Program
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

With a Copy to:

City of Oxnard, City Attorney Program
300 West Third Street
Oxnard, CA 93030

Rent Payments to:

City of Oxnard, Finance and Management Services
300 West Third Street
Oxnard, CA 93030

If to Tenant, to:

AT&T Wireless Services
6485 Calle Real, Suite E
Goleta, CA 93117
ATTN: Site Development Manager

With a copy to:

AT&T Wireless Services
Legal Department
1750 Howe Avenue, Suite 300
Sacramento, CA 95825
Attention: General Counsel

Either party may by written notice to the other party specify a different address for notice purposes.

19. Title and Quiet Enjoyment.

a. Landlord warrants that it (i) has full right, power and authority to execute this Agreement; (ii) has good and unencumbered title to the Building free and clear of any ground leases, liens, mortgages or other encumbrances that would interfere with Tenant's intended use of the Premises, except as set forth in Exhibit "C" attached hereto; (iii) is the lessee of the Property from the owner of the Property, and (iv) has the power to grant the access rights as set forth in Paragraph 9(c) above. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease.

b. Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Property and the Building or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Lease immediately upon written notice to Landlord.

c. Tenant shall also have the right to have the Property surveyed, and, in the event that any defects are shown by the survey which, in the opinion of Tenant, may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Lease immediately upon written notice to Landlord.

20. Emergency Measures. Landlord acknowledges that Tenant, as a telecommunications carrier, has an obligation to provide its services at all times, even in times of power failures, natural disaster, civil commotion and other emergencies. Accordingly, Landlord agrees that Tenant shall have the right to bring all equipment and personnel onto the Premises and the Property, to the extent necessary, as may be reasonably necessary to allow Tenant to continue its operations in the face of such emergencies.

21. Assignment. Tenant may not assign the Lease and its other rights under this Agreement (including, without limitation, any options to extend the term of the Lease), or sublet the Premises or any portion thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the preceding sentence, upon notice to Landlord, Tenant may assign this Agreement to an affiliate, subsidiary or parent of Tenant. Any sublease that is entered into by Tenant shall be subject to the provisions of the Lease.

22. Successors and Assigns. This Agreement shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

23. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities and other equipment or trade fixtures brought onto the Premises by Tenant, all which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not same is deemed real or personal property under applicable laws, and Tenant shall have the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

24. Leasehold Financing. Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Agreement, the Lease, and the Antenna Facilities, and may assign the Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successor or assigns (collectively, "Mortgagees"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant, except that the cure period for any mortgagee shall not be less than ten (10) days after receipt of the default notice. Neither Tenant's assignment of the Lease nor the subletting of the Premises shall relieve Tenant of its obligation under the Lease, unless Landlord releases Tenant in writing.

25. Environmental Matters.

a. Tenant represents and warrants to Landlord that Tenant will not generate, store or dispose of any hazardous materials on, under or about the Property in violation of any hazardous substance laws (as defined below). Tenant shall indemnify and hold Landlord harmless from any losses, claims, damages, penalties and liabilities arising from any breach of the foregoing representations and warranties.

b. Landlord represents and warrants to Tenant that the statements made by Landlord in the Environmental Questionnaire attached hereto as Exhibit "D", which is incorporated herein by this reference, are true and correct.

c. Landlord shall indemnify and hold harmless Tenant, its partners, directors, officers, employees, and agents, and any assignees, subtenants, or successors to Tenant's interest in the Premises, their partners, directors, officers, employees, and agents, from and against any and all losses, claims, damages, penalties, and liability, including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel and experts, including without limitation all consequential damages directly or indirectly arising out of the use, generation, storage, release, or disposal of hazardous materials by Landlord, its agents, or contractors prior to execution of this Agreement or at any time after execution, or by any prior owner or operator of the Property, and also from and against the cost of any required repair, cleanup, or detoxification and any closure or other required plans to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on, under, or in the Property.

d. If any cleanup, repair, detoxification, or other similar action is required by any governmental or quasi-governmental agency as a result of the storage, release, or disposal of hazardous materials by Landlord, its agents or contractors, at any time, or by any prior owner, possessor, or operator of any part of the Property, and such action interferes with Tenant's normal use of the Premises for greater than a twenty-four (24) hour period, then the Rent will be abated entirely during the period beyond twenty-four (24) hours; in addition, Tenant shall have the rights set forth in Paragraph 8 of this Agreement.

e. In this Paragraph, "hazardous materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic

substances by any law or statute now or after this date in effect in the state in which the Premises are located; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

f. The provisions of this Paragraph will survive the expiration or termination of this Agreement and the Lease.

26. Relocation of Premises. Landlord shall be entitled to have the Premises relocated to a different location on the rooftop of the Building pursuant to the following conditions: i) the alternate location must satisfy Tenant's cell site requirements, and ii) the costs of any such relocation of the Premises and the relocation of Tenant's facilities associated therewith shall be solely the responsibility of the Landlord. Within one year after agreeing to the relocation of the Premises and its facilities located thereon, Tenant shall complete such relocation, at the expense of the Landlord (Tenant shall be free to continue to use the original Premises during such period). In the event an alternate site cannot be agreed upon by the parties or if Landlord declines to pay for the cost of any such relocation, then Landlord's ability to obtain a relocation of the Premises under this paragraph shall terminate and be of no effect.

27. Miscellaneous.

a. The substantially prevailing party in any litigation or other proceeding arising under this Agreement shall be entitled to its court costs and reasonable attorneys' fees (which, for Landlord, shall include the reasonable value of services rendered by the City Attorney's Program), including appeals, if any.

b. Each party agrees to furnish to the other such truthful estoppel information as the other may in writing reasonably request, upon not more than thirty (30) days' prior notice.

c. This Agreement and all addenda and exhibits attached hereto constitute the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. All addenda and exhibits attached to this Agreement are incorporated herein by this reference.

d. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. Landlord agrees to cooperate with Tenant in executing (or obtaining the execution by third parties, as the case may be) any documents necessary to protect

Tenant's rights under this Agreement or Tenant's use of the Premises. Such documents may include, without limitation, a short-form memorandum of this Agreement (which may reference the various option rights of Tenant under this Agreement), a short form memorandum of the Lease, the easement agreements pursuant to Paragraph 9 of this Agreement, a waiver of Landlord's interest in the Antenna Facilities pursuant to Paragraph 25 above, and a non-disturbance agreement from any existing or future mortgagee or ground lessor assuring that Tenant may remain in possession of the Premises without reduction in its rights under this Agreement should Landlord default under said mortgage or ground lease. All of the foregoing documents must be commercially reasonable in content and in a form suitable for recordation, and shall be executed by Landlord not later than thirty (30) days after Tenant's request therefor.

Upon the expiration or earlier termination of this Agreement, Tenant will, if requested by Landlord, record a quitclaim deed to evidence the termination of Tenant's interest in the Property.

f. This Agreement shall be construed in accordance with the laws of the state in which the Property is located. The provisions of this Agreement shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. If the parties delete any provisions appearing in the original draft of this Agreement, this Agreement shall be interpreted as if the deleted language were never a part of this Agreement.

g. Landlord has informed Tenant that although Landlord owns the Building, it is the lessee of the Property. The Property is subject to that certain Ground Lease ("Ground Lease") dated December 28, 1964, between Thomas E. Laubacher, Richard V. Laubacher, Marion L. Sweetland and Claire L. Berg, as Lessor ("Master Landlord") and 301 "B" Street, Inc. (Landlord's predecessor in interest with respect to the Ground Lease) as "Lessee," inasmuch as Landlord is the subassignee of Lessee. In compliance with section 9 of said Ground Lease, the following provisions are included in this Lease:

(1) This Lease is subject to all of the terms and provisions of the Ground Lease.

(2) In the event Tenant defaults in any of the provisions of this Lease on the part of Tenant to be performed, after notice of such default and the failure to cure same by Tenant, Landlord may, after the expiration of the notice period, re-enter the Premises by summary proceedings or otherwise have the right to expel Tenant and (i) terminate the lease, or (ii) relet the Premises for the account of Tenant without terminating this Lease. The notice period for any default shall not exceed thirty (30) days for non-payment of Rent and shall not exceed sixty (60) days for the failure to perform any other provisions under this Lease on the part of Tenant to be performed,

unless the performance of such other provisions cannot be reasonably accomplished within said sixty (60) day period, in which case Tenant may be permitted to additional time reasonably necessary to complete performance.

Landlord represents this Lease does not violate any provision of the Ground Lease, and that no provisions of this Lease are in conflict with any provisions of the Ground Lease. Landlord represents that it will comply with all terms of the Ground Lease and will not allow said Ground Lease to be terminated during the term of this Lease. Landlord further agrees to cooperate with and assist Tenant in obtaining a non-disturbance agreement from the Master Landlord, or its successor in interest, as the case may be, satisfactory to Tenant as provided for in Paragraph 27.e., above. The receipt of Tenant of the non-disturbance agreement shall be a condition to the effectiveness of this Lease.

h. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

DATED as of the date first set forth above.

LANDLORD: City of Oxnard

By: Dr. Manuel M. Lopez
Its: Mayor
Tax ID: 95-6000756

Attest:

By: Daniel Martinez
Its: City Clerk

Approved as to Form:

Paula Kimbrell for
By: Gary L. Gillig, Esq.
Its: City Attorney

Signatures Continue. . .

Signatures Continued. . .

Approved as to Content:

Orlando J. Capulong
Finance and Management Services

TENANT:

AT&T Wireless Services of California, Inc.,
a Delaware corporation:

By: Dennis Neal
Its: Site Development Manager

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California
COUNTY OF Santa Barbara

On Nov. 18, 1996 before me, Phebe Mansur, Notary Public, personally appeared Dennis E. Neal, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Phebe Mansur

PHEBE MANSUR
COMM #1074044
NOTARY PUBLIC-CALIFORNIA
SANTA BARBARA COUNTY
MY COMM. EXPIRES OCTOBER 1, 1999

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California
COUNTY OF Ventura

On November 20, 1996 before me, Jose Daniel Martinez Notary Public, personally appeared Dr. Manuel M. Lopez, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Jose Daniel Martinez

JOSE DANIEL MARTINEZ
COMM. # 1026608
Notary Public — California
VENTURA COUNTY
My Comm. Expires MAY 15, 1998

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

RG11898.3

EXHIBIT A

to the Option and Rooftop Lease Agreement (improved Real Property) dated November 19, 1996 by and between the City of Oxnard as Landlord, and AT&T Wireless Services of California, Inc., a Delaware corporation, as Tenant.

The Property is legally described as follows:

Lots 1, 2, 3, and 4, Block C, Town of Oxnard, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 5 Page 9 of Maps in the office of the County Recorder of said County.

Exhibit A
Page 1 of 1

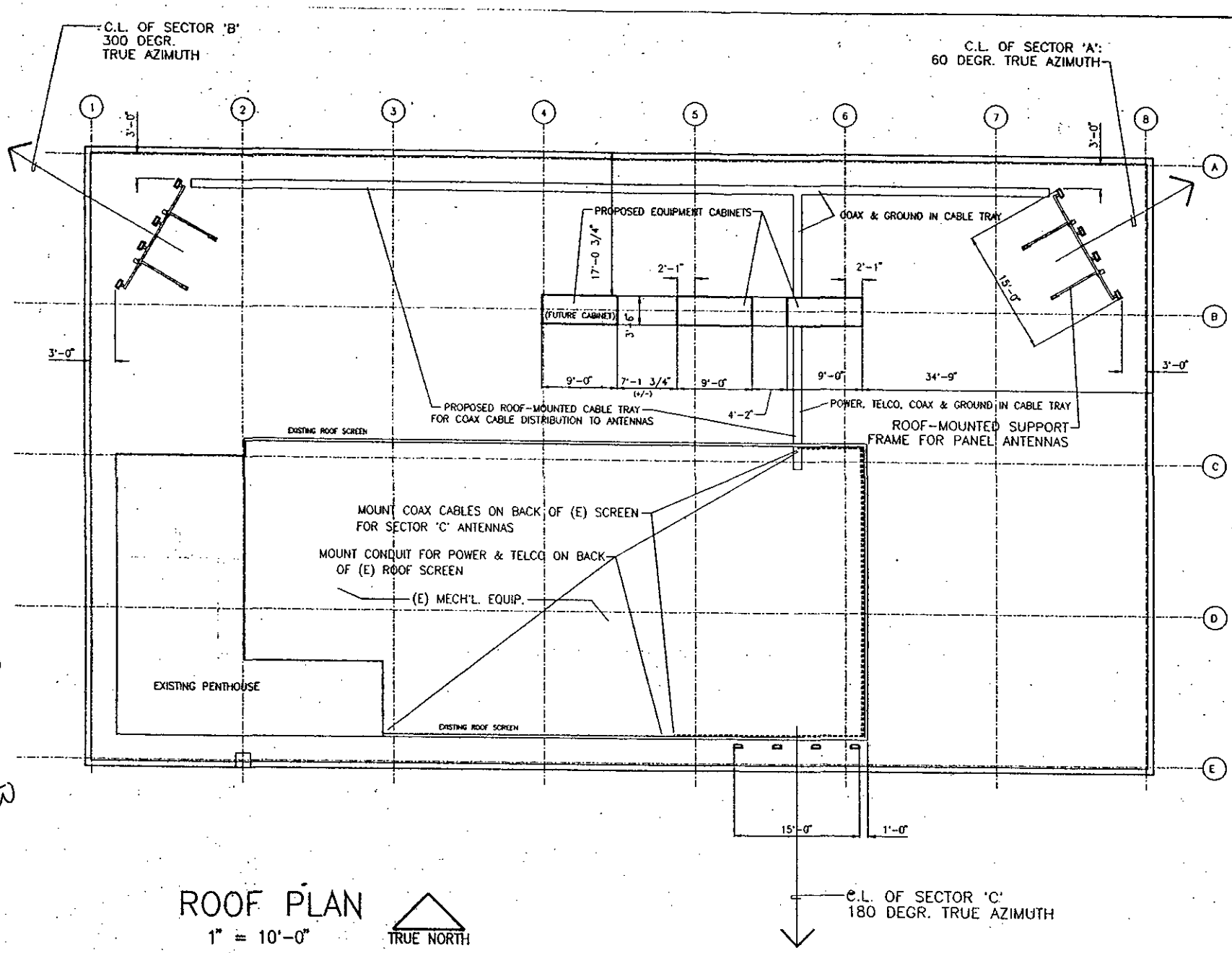
EXHIBIT B

to the Option and Rooftop Lease Agreement (improved Real Property) dated November 19, 1996 by and between the City of Oxnard as Landlord, and AT&T Wireless Services of California, Inc., a Delaware corporation, as Tenant.

The location of the Premises within the property is more particularly described or depicted as follows:

[See attached page]

Exhibit B
Page 1 of 2



ROOF PLAN
1" = 10'-0"

Exhibit 3
Page 2 of 2

EXHIBIT C

to the Option and Rooftop Lease Agreement (improved Real Property) dated November 19, 1996 by and between the City of Oxnard as Landlord, and AT&T Wireless Services of California, Inc., a Delaware corporation, as Tenant.

The following is a list of ground leases, liens, mortgages and other encumbrances currently on the Property:

Y 1. A LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN.

LESSOR:	Thomas E. Laubacher, a married man; Richard V. Laubacher, a married man and Marion L. Sweetland, a married woman, all dealing with their separate property and Claire L. Berg, a widow in equal shares
LESSEE:	301 "B" Street, Inc.
RECORDED:	March 1, 1965 in Book 2739, Page 197, Official Records

The interest of Claire L. Berg has passed to Ralph Berg.

The interest of Marion L. Sweetland has passed to Ventura County Seed Growers, Inc.

The interest of Thomas E. Laubacher has passed to Thomas E. Laubacher and Helen E. Laubacher, Trustees of the Thomas and Helen Laubacher 1989 Family Trust created under Declaration of Trust dated August 22, 1989;

The interest of Richard V. Laubacher has passed to Richard V. Laubacher, as Trustee of The Laubacher Family Trust dated 12-22-89.

Assignment of the lessee's interest under said lease.

Assignor:	301 "B" Street, Inc.
Assignee:	300 West Third Street
Recorded:	January 5, 1966 in Book 2922, Page 522, Official Records

Assignment of the lessee's interest under said lease.

Assignor:	300 West Third Street
Assignee:	City of Oxnard
Recorded:	February 18, 1976 in Book 4540, Page 950, Official Records

Exhibit C
Page 1 of 1

EXHIBIT D

ENVIRONMENTAL QUESTIONNAIRE AND DISCLOSURE STATEMENT

(to be completed by Landlord/Seller)

Landlord/Seller: City of Oxnard

Tenant/Buyer: _____

Property Location: 300 W. 3rd st. Oxnard, Ca.

Cell Site I.D.: _____

A. Current/Former Uses of the Property

1. Name of current and all former owner(s):
City of Oxnard

2. Description of current use(s) of the Property, including name(s) of current occupant(s) and date(s) of occupancy:
City of Oxnard staff

3. Name(s) of previous occupant(s):
N/A

4. Description of previous use(s) of the Property:
N/A

5. Description of uses of adjacent properties:
Commercial office Buildings,

B. Information Regarding Asbestos

1. Is there currently asbestos in any of the construction materials contained in the building?

YES

2. If so, has a survey been conducted to assess the type, amount, location and conditions of asbestos? (If so, please attach a copy of any survey report.)

YES (SEE Attached)

3. Have asbestos air samples been taken? If so, what are the results?

YES (SEE Attached)

C. Polychlorinated Biphenyls ("PCBs")

1. Have polychlorinated biphenyls ("PCBs") been used in electrical transformers, capacitors or other equipment at the Property?

NO

2. If so, please describe the use and quantity of PCBs used on the Property.

N/A

D. Fuel/Chemical Storage Tanks, Drums and Pipelines

1. Are there any above-ground or underground gasoline, diesel, fuel oil or other chemical storage tanks on the property?

NO

2. If so, please describe substances stored and capacity of tank(s).

N/A

3. Have the tanks been inspected or tested for leakage? When was the most recent test? What were the results?

N/A

4. Are any other chemicals stored on the Property in drums or other containers? If so, please describe the substances, quantities stored, and types of containers.

ND

5. Have there been any spills, leaks, or other releases of chemicals on the Property? If so, please describe the chemicals and quantities released, any cleanup measures taken, and the results of any soil or ground water samples performed to detect the presence of the chemicals spilled, leaked, or released on the Property.

N/A

6. Please attach copies of any permits or licenses pertaining to the use, storage, handling, or disposal of chemicals on the Property.

7. Have the tanks been registered with or inspected by any governmental agency?

N/A

E. Air Emissions

1. Describe air emissions from each source of air pollutants, including fuel burning equipment (describe type of fuel burned), on the Property.

Roof Top water Boiler

2. Describe air pollution control equipment used to reduce emissions for each source of air emissions.

N/A does Not REQUIRE EMISSION Controls UNDER V.C.A.Q.M.D. B.T.U. REQUIREMENTS

3. Are air emissions monitored? If so, indicate frequency of monitoring.

Note SEE #2 ABOVE

4. Please attach copies of any air permits or licenses pertaining to operations on the Property.

F. Water Discharges

1. List all sources of waste water discharges to surface waters, septic systems, or holding ponds:

N/A

Exhibit D
Page 4 of 16

FIRST INTERSTATE BANK BUILDING

Friable Materials

Pipe Insulation

The pipe, fitting and valve insulation found on the roof HVAC equipment, the penthouse Boiler Room, and fittings located within the ceiling or attic cavities throughout this building are asbestos-containing.

The pipe insulation in the Boiler Room is in need of minor repair.

← INSULATION HAS BEEN ABATED 6/24/92

The fitting insulation on the exposed pipe on the roof has completely deteriorated. The remaining ACM should be removed and new insulation installed.

← INSULATION HAS BEEN ABATTERD 12/15/91

Tank Insulation

The Boiler Room contains a hot water holding tank that has an asbestos-containing insulation. This material can remain in place until budgeted for removal or until the tank or its associated piping require repair.

Non-Friable Materials

Roofing

In roofing materials, any asbestos is heavily bonded in the petroleum-based mixture. They would become friable only if roughly torn or cut. They do not pose a hazard under ordinary circumstances.

Exhibit D
Page 5 of 16

3/06/90

SUMMARY OF ASBESTOS LOCATIONS

District: CITY OF OXNARD

Site: FIRST INTERST BANK

Building : FIB MAIN

Location	Equipment	Material	HazRank	Friable	Condition
1ST FL CRAWLSPACE	FITTINGS/ELS	INSULATION	1	Y	Good
2ND FL CRAWLSPACE	FITTINGS/ELS	INSULATION	1	Y	Good
3RD FL CRAWLSPACE	FITTINGS/ELS	INSULATION	1	Y	Good
BOILER ROOM	FITTINGS/ELS	INSULATION	5	Y	Fair - Removed
BOILER ROOM	FITTINGS/ELS	INSULATION	5	Y	Fair - "
BOILER ROOM	TANK	INSULATION	1	Y	Good
RESTROOM/4TH FL	FITTINGS/ELS	INSULATION	1	Y	Good
ROOF	FLOOR	MASTIC	1	N	Good
ROOF	ROOF	SHEETING	1	N	Good
ROOF/HVAC EQUIPMENT	FITTINGS/ELS	INSULATION	7	Y	Poor — Removed
STAIRWELL/4TH FL	FITTINGS/ELS	INSULATION	1	Y	Good
SUPPLY RM/4TH FL	FITTINGS/ELS	INSULATION	1	Y	Good

Exhibit D
Page 6 of 16

TO: City Employees

First Interstate Bldg.
300 W. Third St.

FROM:

TOPIC: Asbestos on Site

A recent survey of city buildings by Associated Safety Consultants has identified the presence of asbestos-containing construction materials (ACM). The survey included bulk samples collected and analyzed in accordance with Environmental Protection Agency (EPA) approved methods. The ACM found only presents a potential hazard to building occupants if it is disturbed.

Air samples were also taken as part of this survey.

The types and locations of the asbestos materials are listed on the attached "Summary of Locations with Asbestos".

To protect the safety and health of our employees, it is our policy that no employees are to disturb ("disturb" includes hanging, climbing, stacking, moving, cutting, sawing, boring, chipping, scraping, etc) any ACM at any time. If for any reason special procedures are required to protect individuals such as maintenance personnel that are likely to come into contact with ACM, the special instructions will be provided.

If at any time you see any ACM that is damaged or could be hazardous, do not disturb it. Immediately report it to the your supervisor, so arrangements can be made to properly repair or dispose of the problem.

Although we have ACM in our store and inhalation of asbestos fibers has been shown to cause cancer and other lung diseases, the results of the survey indicate that there is no ACM which requires any special action. We will continue to monitor our facility to ensure the safety and health of our associates.

The survey report, including air and bulk sampling results and procedures, is available during regular office hours in the Office of the Building.

Further information on asbestos is available from the City of Oxnard, Facilities Maintenance Division at 984-4699.

Exhibit D
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ALL ASBESTOS MATERIALS

Client: CITY OF OXNARD Site: FIRST INTERST BANK

Location / Material	S / Y / S	Amount	Sample # / %Asbestos	Friable	Current Condition	Damage Potential	Hazard Rank (7= Highest)
** Building Name: FI8 MAIN **							
1ST FL CRAWLSPACE	T	5			Overall 1	Contact 1	
INSULATION				Y	% Damage 0	Vibration 1	1
FITTINGS/ELS					Type	Airflow 1	
					Extent		
Comments:							
2ND FL CRAWLSPACE	T	5			Overall 1	Contact 1	
INSULATION				Y	% Damage 0	Vibration 1	1
FITTINGS/ELS					Type	Airflow 1	
					Extent		
Comments:							
3RD FL CRAWLSPACE	T	5			Overall 1	Contact 1	
INSULATION				Y	% Damage 0	Vibration 1	1
FITTINGS/ELS					Type	Airflow 1	
					Extent		
Comments:							
BOILER ROOM	T	14			Overall 1	Contact 1	
INSULATION			2024	Y	% Damage 0	Vibration 1	1
TANK			40		Type	Airflow 1	
					Extent		
Comments: BF TANK							
BOILER ROOM	T	2			Overall 2	Contact 2	
INSULATION			2023	Y	% Damage 10	Vibration 1	5
FITTINGS/ELS			30		Type	Airflow 1	
					Extent D		
Comments:							

Exhibit D
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ALL ASBESTOS MATERIALS

Client: CITY OF OXNARD Site: FIRST INTERST BANK

Location / Material	S Y S	Amount	Sample # / %Asbestos	Friable	Current Condition	Damage Potential	Hazard Rank (7= Highest)
** Building Name: FIB MAIN **							
BOILER ROOM	T	26			Overall 2	Contact 2	
INSULATION			2022	Y	% Damage 10	Vibration 1	5
FITTINGS/ELS			40		Type	Airflow 1	
					Extent D		
Comments: SOFT RUNS							
RESTROOM/4TH FL	T	2			Overall 1	Contact 1	
INSULATION				Y	% Damage 0	Vibration 1	1
FITTINGS/ELS					Type	Airflow 1	
					Extent		
Comments:							
ROOF	M	400			Overall 1	Contact 1	
MASTIC			2028	N	% Damage 0	Vibration 1	1
FLOOR			2		Type	Airflow 1	
					Extent		
Comments:							
ROOF	M	8750			Overall 1	Contact 1	
SHEETING			2031	N	% Damage 0	Vibration 1	1
ROOF			50		Type	Airflow 1	
					Extent		
Comments:							
ROOF/HVAC EQUIPMENT	T	28			Overall 3	Contact 2	
INSULATION			2026	Y	% Damage 50	Vibration 2	7
FITTINGS/ELS			20		Type	Airflow 2	
					Extent D		
Comments: BADLY WEATHERED							

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ALL ASBESTOS MATERIALS

Client: CITY OF OXNARD Site: FIRST INTERST BANK

Location / Material	S Y S	Amount	Sample # / %Asbestos	Friable	Current Condition		Damage Potential		Hazard Rank (7= Highest)
** Building Name: FIB MAIN **									
STAIRWELL/4TH FL	T	1			Overall	1	Contact	1	
INSULATION				Y	% Damage	0	Vibration	1	1
FITTINGS/ELS					Type		Airflow	1	
					Extent				
Comments:									
SUPPLY RM/4TH FL	T	2			Overall	1	Contact	1	
INSULATION				Y	% Damage	0	Vibration	1	1
FITTINGS/ELS					Type		Airflow	1	
					Extent				
Comments:									

Exhibit D
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Associated Safety Consultants · North Hollywood CA Lab ID# 1833

BULK SAMPLE ANALYSIS REPORT
(Polarized Light/Dispersion Stain, NIOSH 7403)
POSITIVE RESULTS ONLY

CLIENT: CITY OF OXNARD SITE: FIRST INTERST BANK

Sample# / Lab ID #	Date Taken / Date Analyzed	Sample Location / Source	Asbestos Content: Chrysotile / Amosite	Color	Fibrous Background / Other Description	Nonfibrous Background
2022	10/09/89	BOILER ROOM	Chry 40		GLASS, 45%	BINDER
		PIPE	Amos 0			QUARTZ
89-5423	11/01/89	INSULATION	Other 0			
			Total 40	Color: WHITE		
2023	10/09/89	BOILER ROOM	Chry 30		GLASS, 45%	BINDER
		FITTINGS/ELS	Amos 0		CELL., 3%	QUARTZ
89-5424	11/01/89	INSULATION	Other 0			
			Total 30	Color: WHITE		
2024	10/09/89	BOILER ROOM	Chry 0			BINDER
		TANK	Amos 40			QUARTZ
89-5425	11/01/89	INSULATION	Other 0			
			Total 40	Color: WHITE		
2026	10/09/89	ROOF/HVAC EQUIPMENT	Chry 20		GLASS, 45%	BINDER
		FITTINGS/ELS	Amos 0		CELL., 3%	QUARTZ
89-5427	11/01/89	INSULATION	Other 0			LIZARDITE
			Total 20	Color: WHITE		
2027	10/09/89	ROOF	Chry 20		GLASS, 45%	BINDER
		FITTINGS/ELS	Amos 0		CELL., 3%	QUARTZ
89-5428	11/01/89	INSULATION	Other 0			LIZARDITE
			Total 20	Color: WHITE		
2028	10/09/89	ROOF	Chry 2			PAINT
		FLOOR	Amos 0			QUARTZ
89-5429	11/01/89	MASTIC	Other 0			
			Total 2	Color: WHITE		
2031	10/09/89	ROOF	Chry 50		CELL., 5%	BINDER
		ROOF SHEET	Amos 0			QUARTZ
89-5432	11/01/89		Other 0			LIZARDITE
			Total 50	Color: WHITE		

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Associated Safety Consultants North Hollywood CA Lab ID# 1833

BULK SAMPLE ANALYSIS REPORT
(Polarized Light/Dispersion Stain, NIOSH 7403)
NEGATIVE RESULTS (NON-ASBESTOS)

CLIENT: CITY OF OXNARD SITE: FIRST INTERST BANK

Sample# / Lab ID #	Date Taken / Date Analyzed	Sample Location / Material Sampled	Asbestos Content: Chrysotile / Amosite		Color	Fibrous Background / Other Description	Nonfibrous Background
2025	10/09/89	ROOF/AHU	Chry	0			BINDER
		DUCT	Amos	0			
89-5426	11/01/89	VIB DAMPER	Other	0		SYNTHETIC, 35%	
			Total	0	Color:		
2029	10/09/89	ROOF	Chry	0		CELL., 20%	BINDER
		PIPE	Amos	0		GLASS, 30%	QUARTZ
89-5430	11/01/89	INSULATION/FELT	Other	0			
			Total	0	Color:		
2030	10/09/89	ROOF	Chry	0		CELL., 35%	PAINT
		DUCT SEAM	Amos	0			QUARTZ
89-5431	11/01/89	TAPE	Other	0			
			Total	0	Color:		
2032	10/09/89	4TH FLOOR	Chry	0		CELL., 3%	PAINT
		FLOOR	Amos	0			QUARTZ
89-5433	11/01/89	TILE/9/YELLOW	Other	0			CALCITE
			Total	0	Color:		
2033	10/09/89	4TH FLOOR	Chry	0		CELL., 3%	PAINT
		FLOOR	Amos	0			QUARTZ
89-5434	11/01/89	TILE/9/YELLOW	Other	0			CALCITE
			Total	0	Color:		
2034	10/09/89	4TH FLOOR	Chry	0		CELL., 2%	BINDER
		CEILING	Amos	0		GLASS, 50%	QUARTZ
89-5435	11/01/89	TILE/1X4 SPL	Other	0			
			Total	0	Color:		
2035	10/09/89	4TH FLOOR	Chry	0		CELL., 2%	BINDER
		CEILING	Amos	0		GLASS, 50%	QUARTZ
89-5436	11/01/89	TILE/1X4 SPL	Other	0			
			Total	0	Color:		

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Associated Safety Consultants North Hollywood CA Lab ID# 1833

BULK SAMPLE ANALYSIS REPORT
(Polarized Light/Dispersion Stain, NIOSH 7403)
NEGATIVE RESULTS (NON-ASBESTOS)

CLIENT: CITY OF OXNARD SITE: FIRST INTERST BANK

Sample# Lab ID #	Date Taken Date Analyzed	Sample Location Material Sampled	Asbestos Content Chrysotile Amosite		Color	Fibrous Background Other Description	Nonfibrous Background
2036	10/09/89	4TH FLOOR/OFFICES	Chry	0		CELL., 2%	BINDER
		CEILING	Amos	0		GLASS, 50%	QUARTZ
89-5437	11/01/89	TILE/1X4 SPL	Other	0			
			Total	0	Color:		
2037	10/09/89	4TH FLOOR/HALL-ADMIN	Chry	0		CELL., 30%	BINDER
		CEILING	Amos	0		GLASS, 20%	QUARTZ
89-5438	11/01/89	TILE/2X4(A7)	Other	0			
			Total	0	Color:		
2038	10/09/89	3RD FLOOR/COPY ROOM	Chry	0		CELL., 3%	BINDER
		CEILING	Amos	0		GLASS, 50%	QUARTZ
89-5439	11/01/89	TILE	Other	0			
			Total	0	Color:		
2039	10/09/89	3RD FLOOR/OFFICES	Chry	0		CELL., 3%	BINDER
		CEILING	Amos	0		GLASS, 50%	QUARTZ
89-5440	11/01/89	TILE	Other	0			
			Total	0	Color:		
2041	10/09/89	3RD FLOOR/STORE RM	Chry	0		CELL., 2%	BINDER
		CEILING	Amos	0		GLASS, 50%	QUARTZ
89-5441	11/01/89	TILE/1X4 SPL	Other	0			
			Total	0	Color:		
2042	10/09/89	3RD FLOOR/STORE RM	Chry	0		CELL., 2%	BINDER
		CEILING	Amos	0		GLASS, 50%	QUARTZ
89-5442	11/01/89	TILE/1X4 SPL	Other	0			
			Total	0	Color:		

Exhibit D
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Associated Safety Consultants North Hollywood CA Lab ID# 1833

BULK SAMPLE ANALYSIS REPORT
(Polarized Light/Dispersion Stain, NIOSH 7403)
NEGATIVE RESULTS (NON-ASBESTOS)

CLIENT: CITY OF OXNARD SITE: FIRST INTERST BANK

Sample# Lab ID #	Date Taken Date Analyzed	Sample Location Material Sampled	Asbestos Content Chrysotile Amosite		Color	Fibrous Background Other Description	Nonfibrous Background
2140	10/09/89	1ST FLOOR/LOBBY	Chry	0		CELL., 3%	BINDER
		CEILING	Amos	0		GLASS, 50%	QUARTZ
89-5443	11/01/89	TILE/TEX 12	Other	0			
			Total	0	Color:		
2141	10/09/89	1ST FLOOR/LOBBY	Chry	0		CELL., 3%	BINDER
		CEILING	Amos	0		GLASS, 50%	QUARTZ
89-5444	11/01/89	TILE/TEX 12	Other	0			
			Total	0	Color:		
2350	10/09/89	2ND FLOOR/AIR DUCT SHAFT	Chry	0		CELL., 3%	BINDER
		WALL	Amos	0			QUARTZ
89-5445	11/01/89	PLASTER	Other	0			MICA
			Total	0	Color:		
2351	10/09/89	2ND FLOOR/AIR DUCT SHAFT	Chry	0		CELL., 3%	BINDER
		WALL	Amos	0			QUARTZ
89-5446	11/01/89	PLASTER	Other	0			MICA
			Total	0	Color:		
2352	10/09/89	2ND FLOOR/AIR DUCT SHAFT	Chry	0		CELL., 45%	BINDER
		DUCT SEAM	Amos	0			QUARTZ
89-5447	11/01/89	TAPE	Other	0			
			Total	0	Color:		
2353	10/09/89	2ND FLOOR/HALLWAY	Chry	0		CELL., 2%	BINDER
		WALL	Amos	0			QUARTZ
89-5448	11/02/89	PLASTER	Other	0			KAOLIN
			Total	0	Color:		

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Associated Safety Consultants North Hollywood CA Lab ID# 1833

BULK SAMPLE ANALYSIS REPORT
(Polarized Light/Dispersion Stain, NIOSH 7403)
NEGATIVE RESULTS (NON-ASBESTOS)

CLIENT: CITY OF OXNARD SITE: FIRST INTERST BANK

Sample# Lab ID #	Date Taken Date Analyzed	Sample Location Material Sampled	Asbestos Content Chrysotile Amosite		Color	Fibrous Background Other Description	Nonfibrous Background
2354	10/09/89	2ND FLOOR/HALLWAY	Chry	0		CELL., 2%	BINDER
		WALL	Amos	0			QUARTZ
89-5449	11/02/89	PLASTER	Other	0			KAOLIN
			Total	0	Color:		
2355	10/09/89	2ND FLOOR/HALLWAY	Chry	0		CELL., 3%	BINDER
		CEILING	Amos	0		GLASS, 45%	QUARTZ
89-5450	11/02/89	TILE/TEX 12	Other	0			
			Total	0	Color:		
2356	10/09/89	2ND FLOOR/ELEVATOR	Chry	0		CELL., 3%	BINDER
		CEILING	Amos	0		GLASS, 45%	QUARTZ
89-5451	11/02/89	TILE/TEX 12	Other	0			
			Total	0	Color:		
2357	10/09/89	2ND FLOOR/CONFR ROOM	Chry	0		CELL., 30%	BINDER
		CEILING	Amos	0		GLASS, 20%	QUARTZ
89-5452	11/02/89	TILE/2X4(A7)	Other	0			
			Total	0	Color:		
2358	10/09/89	2ND FLOOR/STAIRWELL	Chry	0		CELL., 2%	BINDER
		CEILING	Amos	0		GLASS, 50%	QUARTZ
89-5453	11/02/89	TILE/1X4 SPL	Other	0			
			Total	0	Color:		
2359	10/09/89	2ND FLOOR/COPY ROOM	Chry	0		CELL., 30%	BINDER
		CEILING	Amos	0		GLASS, 20%	QUARTZ
89-5454	11/02/89	TILE/2X4(A7)	Other	0			
			Total	0	Color:		

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Associated Safety Consultants North Hollywood CA Lab ID# 1833

BULK SAMPLE ANALYSIS REPORT
(Polarized Light/Dispersion Stain, NIOSH 7403)
NEGATIVE RESULTS (NON-ASBESTOS)

CLIENT: CITY OF OXNARD SITE: FIRST INTERST BANK

Sample# Lab ID #	Date Taken Date Analyzed	Sample Location Material Sampled	Asbestos Content Chrysotile Amosite		Color	Fibrous Background Other Description	Nonfibrous Background
2360	10/09/89	1ST FLOOR/LOBBY CEILING	Chry	0		CELL., 30%	BINDER
			Amos	0		GLASS, 45%	QUARTZ
89-5455	11/02/89	TILE/TEX 12	Other	0			
			Total	0	Color:		

Exhibit D
Page 16 of 16

MARSH USA INC. — CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER SEA-000455879-00

PRODUCER

Marsh USA Inc
The Financial Center
1215 Fourth Avenue
Suite 2300
Seattle, WA 98161-1095
Attn: Marsh Quest Dept. Seattle 1-877-613-2200 ext. 2300
105408-CPOFF-ALL-00-01

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A — LUMBERMANS MUTUAL CASUALTY COMPANY

COMPANY B — ARBELLA MUTUAL INSURANCE COMPANY

COMPANY C — AMERICAN PROTECTION INSURANCE COMPANY

COMPANY D — AMERICAN GUARANTEE & LIABILITY INS. CO.

INSURED

AT&T WIRELESS SERVICES, INC.
295 NORTH MAPLE AVENUE
ROOM NO. 7149L1
BASKING RIDGE, NJ 07920

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS 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	5SX 142105-00	07/09/02	07/09/03	GENERAL AGGREGATE	$ 5,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 2,500,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$ 2,500,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 2,500,000
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
A	AUTOMOBILE LIABILITY	F5D 008445-01 A/O	07/09/02	07/09/03	COMBINED SINGLE LIMIT	$ 2,500,000
A	X ANY AUTO	F5D 056155-01 PR	07/09/02	07/09/03		
A	ALL OWNED AUTOS	F5D 008447-01 TX	07/09/02	07/09/03	BODILY INJURY (Per person)	$
A	SCHEDULED AUTOS	F5D 008446-01 HI	07/09/02	07/09/03		
B	HIRED AUTOS	X3P 084836-01 MA	07/09/02	07/09/03	BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
D	EXCESS LIABILITY	AUC 9305217-00	07/09/02	07/09/03	EACH OCCURRENCE	$ 1,000,000
	X UMBRELLA FORM				AGGREGATE	$ 1,000,000
	OTHER THAN UMBRELLA FORM					$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5BR 083 549-01 A/O	07/09/02	07/09/03	X WC STATUTORY LIMITS / OTHER	
C		5BR 083 550-01 WI	07/09/02	07/09/03	EL EACH ACCIDENT	$ 2,500,000
C	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL	5BR 083 551-01 AZ, LA	07/09/02	07/09/03	EL DISEASE-POLICY LIMIT	$ 2,500,000
					EL DISEASE-EACH EMPLOYEE	$ 2,500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

Location requesting Certificate: 10000 Goethe Road, Sacramento, CA 95877
Lease Premises: Central Oxnard, 302 W. Third St., Oxnard, CA

A-5300

CERTIFICATE HOLDER

CITY OF OXNARD
ATTN: RISK MANAGER
300 WEST THIRD STREET, #302
OXNARD, CA 93030

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.
BY: Edward M. Belsky — Edward M. Belsky

MM1(9/99) — VALID AS OF: 07/09/02

Agreement No. A-5300

FIRST AMENDMENT TO OPTION AND ROOFTOP LEASE AGREEMENT

This First Amendment, dated August 1, 2006, amends that certain Option and Rooftop Lease Agreement ("the Lease"), dated November 19, 1996, entered into by and between the City of Oxnard ("Landlord") and AT&T Wireless Services of California, Inc. ("Tenant"), whereby Landlord leases to Tenant a portion of the rooftop of a four story building located at 300 West Third Street, Oxnard, California, for the purpose of placing wireless communications equipment thereon.

WHEREAS, AT&T Wireless Services of California, Inc. sold and assigned its interest in the Lease to New Cingular Wireless PCS, LLC, a Delaware limited liability company, located at 6100 Atlantic Boulevard, Norcross, Georgia 30071; and

WHEREAS, New Cingular Wireless PCS, LLC wishes to place different and additional wireless communications equipment on the rooftop and has obtained from the City of Oxnard a wireless permit (PZ 06-230-01) to do so; and

WHEREAS, Landlord now owns the real property on which the building is located, and continues to own the building itself; and

WHEREAS, the parties wish to provide for different rent to be paid to Landlord;

NOW, THEREFORE, the parties agree that the Lease is amended as follows:

1. Pursuant to section 21 of the Lease, Landlord consents to AT&T Wireless Services of California, Inc.'s assignment of the Agreement to New Cingular Wireless PCS, LLC, which is the entity that shall hereinafter be referred to as "Tenant" in the Lease.

2. Exhibit B-1, attached hereto and incorporated herein by reference, shall replace Exhibit B of the Lease.

3. The following sentence is added at the end of subsection a of section 7 of the Lease: "Beginning on August 1, 2006, the Rent shall be Two Thousand Five Hundred Dollars ($2500) per month."

4. Subsection c of section 7 of the Lease is amended to read: "Beginning on August 1, 2007, and on each August 1 thereafter that this Lease is in effect, the Rent shall be adjusted by the percentage change since May 1 of the previous year in the Consumer Price Index

COUNCIL APPROVAL
DATE: 08/01/06 AGENDA # I-2

prepared by the Bureau of Labor Statistics for the Los Angeles-Anaheim- Riverside area relating to all urban consumers."

5. Subsection (d) is added to section 9 of the Lease, to read:

"(d) Tenant shall comply with all tower marking and lighting and other requirements of the Federal Aviation Commission and the Federal Communications Commission. Tenant indemnifies and holds Landlord harmless from any liability and fines arising from Tenant's failure to comply with such requirements."

6. The following sentence is added at the beginning of section 13 of the Lease: "This Agreement may create a taxable property interest in the Premises."

7. Section 19(a) of the Lease shall read as follows: "Landlord warrants that it (i) has full right, power and authority to execute this Lease; (ii) has good and unencumbered title to the Building free and clear of any ground leases, liens, mortgages or other encumbrances that would interfere with Tenant's intended use of the Premises; and (iii) has the power to grant the access rights as set forth in Paragraph 9(c) above. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease."

8. Exhibit C of the Lease is deleted.

9. Subsection (g) of section 27 of the Lease is deleted.

Dated: August 1, 2006.

LANDLORD
City of Oxnard

Thomas E. Holden, Mayor

TENANT
New Cingular Wireless PCS, LLC, a Delaware Limited Liability ~~Corporation~~ Company

Emily Vaughan
Development Manager

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Paula Kemsdell for
Gary L. Gillig, City Attorney

APPROVED AS TO CONTENT:

Karen R. Brunkhurst (for)
Edmund F. Sotelo, City Manager

Agreement No. A-5300

SECOND AMENDMENT TO OPTION AND ROOFTOP LEASE AGREEMENT

THIS SECOND AMENDMENT (**"Second Amendment"**) to the Option and Rooftop Lease Agreement (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st day of April, 2015, by and between the City of Oxnard, a municipal corporation (**"Landlord"**), and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (**"Tenant"**). This Second Amendment amends the Option and Rooftop Lease Agreement entered into on November 19, 1996, whereby Landlord leases to Tenant a portion of the rooftop of a four story building located at 300 West Third Street, Oxnard, California, for the purpose of placing wireless communication equipment thereon. The Agreement has previously been amended on August 1, 2006, by a First Amendment to Option and Rooftop Lease Agreement.

Landlord and Tenant agree as follows:

1. Section 9(c) of the Lease shall be amended to read as follows:

   "Landlord shall provide Tenant ingress and egress from an open and improved public road, and access over and across the Property and to and within the Building adequate to service the Antenna Facilities at all times during the term of this Lease or any renewal thereof at no additional charge to Tenant. Tenant shall be entitled to twenty-four (24) hour, seven (7) days per week, access to the Premises. Access shall be provided by Landlord's staff within forty-five (45) minutes of notification by Tenant to Landlord by calling 805-385-8099 during normal business hours or 805-385-7600 after hours and requesting access or by calling such other phone number that Landlord may provide Tenant for the purpose of prior notification. Additionally, all Tenant personnel, whether employee or contractor, shall display proper credentials at all times while on Premises."

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

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD

CITY OF OXNARD,
a municipal corporation

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Greg Nyhoff, City Manager

TENANT

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

By: ATT Mobility Corporation
Its: Manager

James Stickney,
Director Construction & Engineering

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

SEE ATTACHED

_____
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires: _____

ACKNOWLEDGEMENT

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 California
County of Orange)

On June 11, 2015 before me, Katelyn S. Voss, Notary Public, personally appeared James Stickney, 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.

KATELYN S. VOSS
Commission # 2009718
Notary Public - California
Orange County
My Comm. Expires Mar 3, 2017

Signature _____ (Seal)

Third Amendment to Revenue Lease Agreement A-5300 with Cingular Wireless

Public Works & Transportation Committee
June 27, 2023

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works & Transportation Committee recommend that the City Council approve the Third Amendment to revenue Lease Agreement A-5300 with Cingular Wireless.

BACKGROUND

- On November 19, 1996, the City of Oxnard (Landlord) entered into Lease Agreement A-5300 (Agreement) with Cingular Wireless (Tenant) for the installation, maintenance, and use of a rooftop antenna located at 300 West Third Street, Oxnard, CA.

- The original term was for 5 years and seven 3 year extensions at a lease rate of $1,700 per month.

- The Agreement was first amended on August 1, 2006. The First Amendment increased the lease rate to $2,500 per month.

- The Agreement was amended again on April 1, 2015. The Second Amendment clarified the language of the original Agreement by granting rooftop access to the Tenant 24 hours a day and 7 days a week with a minimum of 45 minutes' notice.

DISCUSSION

- This Agreement expired on November 30, 2022. However, both parties agreed to continue on a “month-to month” basis while developing this Third Amendment.

- The Third Amendment extends the Agreement for 5 more years and has an option to extend another 5 years, commencing on April 30, 2028 and expiring on May 1, 2033. The Tenant may choose to not continue the 5 year option term provided they submit notification in writing to the City at least sixty (60) days prior to April 30, 2028. All other conditions for termination remain in effect per the original 1996 Agreement.

DISCUSSION

- City staff negotiated a better lease rate to be part of the amendment. This Amendment will increase the rate to $3,535.73 per month and has an annual inflator of 3% during the term of this Amendment.

DISCUSSION

Cell tower location

FINANCIAL IMPACT

- This Amendment increases the monthly lease to $3,535.73 starting May 1, 2023. The monthly payments for May and June will be billed if the Third Amendment is approved by the City Council.

- Each December thereafter, the monthly lease payments will increase by 3% per year.

- The revenue from this Agreement is collected in the Facilities Maintenance Fund.

QUESTIONS
ANSWERS