

RECORDING REQUESTED BY:

City of Oxnard

Request recording without fee. Record for benefit of the City of Oxnard pursuant to Section 6103 of Government Code

WHEN RECORDED MAIL TO:

Oxnard City Clerk's Office
305 West Third Street
Oxnard, California 93030

LICENSE FOR LONG TERM ENCROACHMENT ON CITY PROPERTY

This License to Encroach on City Property ("this License") is executed in the County of Ventura, State of California, effective this 18th day of September, 2006, by and between the City of Oxnard, a municipal corporation ("City"), and Charles G. Logue and Candy S. Logue, husband and wife as community property with right of survivorship, as to a 94.2% interest, and Travis Logue, an unmarried man, as to a 2.9% interest, and Kyber Logue, an unmarried man, as to a 2.9% interest ("Licensee").

1. License Granted

Subject to the conditions contained in this License, City grants to Licensee a license to install and maintain electrical and gas utility lines (the "utility lines") under the City's public right-of-way described in Exhibit A, attached hereto. The utility lines shall be installed in the location specified in Exhibit D, north of the north face of the building located on the property legally described on Exhibit B and shall be for the benefit of such property. This License is for a thirty-five (35) year term, beginning on the date the License is granted. Provided Licensee is not then in default, this License shall automatically extend for four (4) additional terms of ten (10) years each.

2. Possessory Interest

The parties hereto do not believe this License creates a possessory interest that is subject to property taxation, however, Licensee agrees to pay any possessory interest property tax imposed in the encroachments for which this License is granted.

3. Installation of Improvements

Before installation of the utility lines, Licensee shall obtain a City encroachment permit, allowing installation of the utility lines on the right-of-way described in Exhibit A. Before installation of the utility lines, Licensee shall obtain a City building permit and any other applicable permits to install the utility lines. Licensee shall install the utility lines in accordance with this License and any conditions placed on the encroachment permit and the building permit, including, but not limited to, a requirement that Licensee's contractor for the installation pay the permit fees.

in connection with the work of installation.

4. Compensation to City

Licensee shall, concurrent with or as soon as possible after the installation of utility lines complete to the reasonable satisfaction of the City, the improvements described in Exhibit C. The improvements are to be constructed under the part of the alley described in Exhibit D. If Licensee does not complete the improvements described in Exhibit C prior to the expiration of six months from the above stated effective date of this License, this Licensee shall be revoked and Licensee shall immediately lose all rights hereunder. Licensee shall be responsible for all costs and expenses in connection with removing the utility lines and repairing the property, as well as all other damages suffered by the City.

5. Maintenance

In return for this License, Licensee shall maintain the utility lines in good repair at all times. If it becomes necessary to disturb City property to repair or maintain the utility lines, Licensee shall restore and repair such City property to a condition at least as good as prior to such disturbance. If Licensee does not maintain the utility lines in good repair in compliance with this License, the City Manager, on 15 days' written notice to Licensee, may revoke the License and remove the utility lines. Licensee shall pay all costs of removal and restoration of the property. On such removal, Licensee shall have no right to replace utility lines without the written permission of the City Manger. Any work within the public right-of-way requires Licensee to obtain encroachment permits from the City.

6. Indemnity

Licensee 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 omissions related to this License performed by Licensee or its agents, employees, consultants and other persons acting on Licensee's behalf, or from the condition or existence of the utility lines. This agreement to indemnify, hold harmless and defend shall apply whether such acts, omissions, condition or existence are the product of active negligence, passive negligence, willfulness or acts for which Licensee or its agents, employees, consultants and other persons acting on Licensee's behalf would be held strictly liable.

7. Insurance

While this License is in effect, Licensee shall obtain and maintain the insurance coverages as specified in Exhibit INS-K, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manger waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages. Licensee shall, prior to performance of any services, file with Risk Manger evidence of insurance coverage as specified in Exhibit INS-K. Evidence of insurance coverage shall be forwarded to the Risk Manger, addressed as specified in Exhibit INS-K. Maintenance or proper insurance coverages by Licensee is a material element of this License. Licensee's failure to maintain or renew insurance coverages or to provide evidence or renewal may be considered as a material breach of this License.

8. Security

Intentionally omitted.

9. Governing Law

The construction and interpretation of this License and the rights and duties of City and Licensee hereunder shall be governed by the laws of the State of California.

10. Compliance with Laws

Licensee agrees to comply with all City, State, and Federal laws, rules and regulations, now or hereafter in force, pertaining to Licensee's installation of the improvements.

11. Notices

Any notices to Licensee may be delivered personally or by mail addressed to Charles G. Logue and Candy S. Logue, 142 East Carrillo Street, Santa Barbara, CA 93101; Travis Logue, 142 East Carrillo Street, Santa Barbara, CA 93101; and Kyber Logue, 142 East Carrillo Street, Santa Barbara, CA 93101.

Any notices to City may be delivered personally or by mail addressed to City Manager, 300 West Third Street, Oxnard, CA 93030.

12. Assignment

Licensee may not delegate its rights or duties under this License without the written consent of the City Manager, whose consent may be withheld for any reason.

13. Successors and Assigns

This License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of City and Licensee.

14. Amendment

The terms and conditions of this License may be amended by a written document signed by the City Manger and Licensee.

15. Condition of Approval

Licensee shall obtain all permits and other entitlements necessary for installation of the utility lines in accordance with this License. If Licensee has not obtained all such permits and other entitlements before March 2, 2007, this License shall automatically terminate.

16. Entire Agreement

This License constitutes the entire agreement of the parties regarding the subject

matter described herein and supersedes all prior communications, licenses, and promises both oral and written.

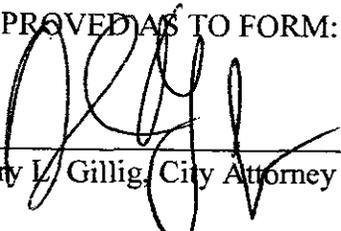
CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

Marcie Medina, Risk Manager

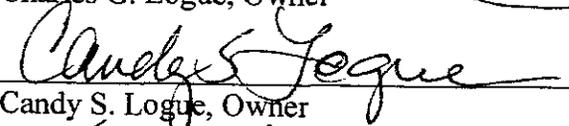
APPROVED AS TO CONTENT:

Curtis P. Cannon, Community Development Director

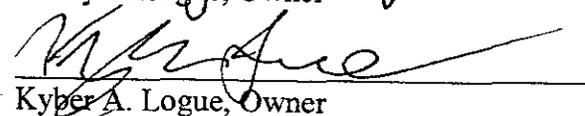
LICENSEE



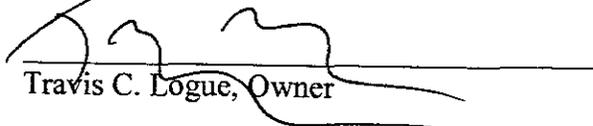
Charles G. Logue, Owner



Candy S. Logue, Owner



Kyber A. Logue, Owner



Travis C. Logue, Owner

EXHIBIT B

LEGAL DESCRIPTION

Lots 7, 8, 10, 11 and 12, Block "J" of the Town of Oxnard and the north addition to the 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 C

Project Description for the Paseo north of the Bank of A Levy Building:

PAVING

Licensee shall remove existing paving and walkway and replace it to match the City's sidewalk improvement plan with natural gray concrete with a three foot score pattern and exposed aggregate bands. Licensee shall transition the eastern portion of the Paseo to asphalt paving for the vehicles exiting from under the east portion of the building. Licensee shall install special design elements, subject to the approval of the Development Services Director or his designee, including painted striping, signage, and bollards to handle the conflict of pedestrians and vehicles, and prevent wrong way traffic from entering the pedestrian only portion of the plaza.

LIGHTING

Licensee shall install electrical lines to feed future light standards purchased and installed by the City of Oxnard. The conceptual design for the Paseo provides for three light fixtures to match those at Plaza Park. The lighting fixtures and locations shall be subject to the approval of the Police Chief or his designee.

LANDSCAPING

Licensee shall install irrigation lines, potted plants, and landscaping, acceptable to the Development Services Director or his designee, within the Paseo to soften the building base and allow for screening of utility boxes. Small trees could also be considered in the design.

OTHER DESIGN ELEMENTS

Licensee shall install conduit for future security needs such as fiber optic lines, or other security measures. Conduit location and size is subject to the approval of the Development Services Director or his designee.

All work shall be performed in accordance with Oxnard City Code and development standards. Licensee shall obtain City approval of design and construction drawings and specifications prior to commencing work.

LIGHTING

Licensee will allow the CDC or the City to install a camera to be used for monitoring and security purposes at the northwest corner of the building on Licensee's property, together with such conduits and appurtenance as are necessary for use of the camera.

EXHIBIT D

The utility lines shall be placed in the south one-half of the alley in a trench approximately 2 feet wide and 5 feet deep, starting at the west end of the alley, extending 148 feet east.

**INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS
(WITH AUTOMOBILE LIABILITY REQUIREMENT)**

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.
 - b. 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). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - c. 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 CA000T, ED June 1992) covering Code No. 1, "any auto;"
 - 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.
 - e. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.
2. Lessee shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-K. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before occupation of the premises. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030
3. Lessee 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. Lessee 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 lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee. 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-K or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements.**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages. 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 lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to lessee shall also be applicable to lessee's sublessees. Lessee agrees to maintain appropriate agreements with sublessees 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.

Endorsement Forms

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

INS-K.WPD

ACCORD 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> 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 Property insurance against all risks of loss to any tenant improvements or betterments				

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

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. 3rd Street, Suite 302 Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____
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ATTACHMENT NO. 1
PAGE 11 OF 18

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/YY) _____

PRODUCER

Telephone: _____

POLICY INFORMATION
Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits

NAMED INSURED

Deductible Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which)

APPLICABILITY.
This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY
 COMMERCIAL GENERAL LIABILITY Claims Made
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date
 OWNERS & CONTRACTORS PROTECTIVE Occurrence

OTHER PROVISIONS

COVERAGES
 GENERAL
 PRODUCTS/COMPLETED OPERATIONS
 PERSONAL & ADVERTISING INJURY
 FIRE DAMAGE

LIABILITY LIMITS IN THOUSANDS \$	
EACH OCCURRENCE	AGGREGATE

CLAIMS:
Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
 Broker/Agent Underwriter

(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: () _____

ATTACHMENT NO. _____
DATE SIGNED _____
PAGE 12 OF 18

Rev. 9/06 INS-K.WPD

**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 \$ _____ applies to
with an Aggregate of \$ _____ coverage. Per Occurrence Per Claim (which) _____

NAMED INSURED

APPLICABILITY: This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE
 COMMERCIAL AUTO POLICY
 BUSINESS AUTO POLICY
 OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS:
Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA000T (Ed. 6/92), code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. 3rd Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
 Broker/Agent Underwriter _____
I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.
Signature _____ (original signature required)
Telephone: _____ Date Signed _____

ACCORD 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.

COMPANIES AFFORDING INSURANCE COVERAGE

CODE SUB-CODE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCT SAMPLE \$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 Property insurance against all risks of loss to any tenant improvements or betterments				

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

CERTIFICATE HOLDER
 City of Oxnard
 Attn: Risk Manager
 Reference No. _____
 300 W. 3rd Street, Suite 302
 Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE _____

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
-----------------	-----------------------

PRODUCER

Telephone: _____

POLICY INFORMATION
Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits

Deductible Self-insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which)

NAMED INSURED

APPLICABILITY.
This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY Claims Made
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date
 OWNERS & CONTRACTORS PROTECTIVE Occurrence

OTHER PROVISIONS

COVERAGES

GENERAL
 PRODUCTS/COMPLETED OPERATIONS
 PERSONAL & ADVERTISING INJURY
 FIRE DAMAGE

LIABILITY LIMITS IN THOUSANDS \$	
EACH OCCURRENCE	AGGREGATE

CLAIMS:
Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: _____

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

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

<p>CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030</p>	<p>AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ 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 ____</p>
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Rev. 9/06 INS-K.WPD

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

	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
<p>PRODUCER Telephone: _____</p>	<p>POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)</p>	
<p>NAMED INSURED</p>	<p>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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____</p>	

<p>TYPE OF INSURANCE</p> <p><input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER</p>	<p>OTHER PROVISIONS</p>
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<p>LIMIT OF LIABILITY</p> <p>\$ _____ per accident, for bodily injury and property damage.</p>	<p>CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____</p>
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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 CA000T (Ed. 6/92), code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. 3rd Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

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

Signature _____ (original signature required)

Telephone: (____) _____ Date Signed ____

Rev. 9/06 INS-K.WPD

