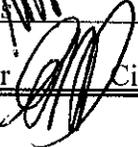




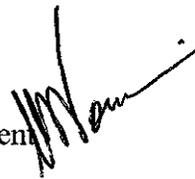
Meeting Date: 04/18/06

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Mark S. Norris  Agenda Item No. I-3  
 Reviewed By: City Manager  City Attorney Gillig  Finance JR  Public Works Director Ortega 

**DATE:** April 5, 2006

**TO:** City Council

**FROM:** Mark S. Norris, Wastewater Superintendent  
Public Works Department 

**SUBJECT:** **Agreements with the County of Ventura for Construction and Encroachment of Sewer Improvements Within the College Park Tract, in Northeast Oxnard**

**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute an agreement with the County of Ventura (A-6674) for construction sewer of improvements in the College Park Tract, in Northeast Oxnard.
2. Approve and authorize the Mayor to execute a license agreement with the County of Ventura (A-6675) allowing the County to encroach onto City property.

**DISCUSSION**

As result of the State Water Resources Control Board's septic system prohibition in the Oxnard Forebay, both the City of Oxnard (City) and the County of Ventura (County) are being required to construct wastewater conveyance system in the College Park tract (College Park) and El Rio, respectively. Due to the close proximity of these projects, and the fact that the County does not operate a wastewater treatment plant in the vicinity, the County is requesting that it be permitted to connect the El Rio system into the City's system within College Park.

The County project within College Park include construction of approximately 2,400 linear feet of sewer line and 8 sewer manholes. The County improvements at College Park are located along sections of Occidental Drive, Villanova Avenue, and Vanderbilt Drive.

The City's project will include construction of approximately 3,940 linear feet of sewer line, 36 sewer manholes and approximately 280 linear feet of sewer laterals. The City's improvements are located between Lafayette Street, St. Mary's Drive, Stanford Avenue, and Princeton Avenue.

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It is staff's feeling that the City and the County will mutually benefit from jointly constructing the improvements at College Park. In addition, a joint construction project will minimize impacts to College Park residents. Trenching and street disturbance will occur once, not twice.

Staff will, within three weeks, submit specifications and plans to City Council if Council approves the agreements.

The encroachment agreement permits the County pipeline to run beneath City streets.

### **FINANCIAL IMPACT**

If constructed as a joint project, the estimated costs for the City and County improvements are \$3,058,799 and \$1,377,201, respectively.

If constructed independently, the estimated costs for the City and County improvements are \$3,159,173 and \$1,649,183, respectively.

The City and County will each be responsible to pay for its respective portion of the construction and construction management costs as set forth in the Agreement. Funds for the City's portion of the project were previously appropriated in the Septic System Conversion Project, Project #05-6101.

Attachment #1 - Agreement for Construction of Sewer Improvements at College Park between the  
County of Ventura and City of Oxnard

#2 - License Agreement to Encroach onto City of Oxnard Property

**AGREEMENT FOR CONSTRUCTION OF SEWER IMPROVEMENTS AT COLLEGE  
PARK BETWEEN THE COUNTY OF VENTURA  
AND THE CITY OF OXNARD**

This Agreement for Construction of Sewer Improvements (Agreement) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, between the City of Oxnard (City), a municipal corporation of the State of California, and the County of Ventura (County), a political subdivision of the State of California with reference to the following facts, which the parties agree are true:

A. The City and the County (hereafter collectively referred to as "the Parties") have each hired the firm of Penfield and Smith to design sewer improvements for projects serving the portions of the El Rio area that are within the Parties' respective jurisdictions.

B. Along sections of Occidental Drive, Villanova Avenue, and Vanderbilt Drive at College Park Tract (near US Highway 101) the Parties' improvements are located in close proximity and the Parties will mutually benefit from jointly constructing their improvements at that location.

C. The City Improvements at College Park Tract, shown on Exhibit A, include construction of approximately 3,940 linear feet of sewer line, 36 sewer manholes and approximately 280 linear feet of sewer laterals and appurtenant work.

D. The County Improvements at College Park Tract, shown on Exhibit B, include construction of approximately 2,400 linear feet of sewer line, 8 sewer manholes and appurtenant work.

E. If constructed as a joint project, the estimated cost of the City Improvements is \$3,058,799 as shown on Exhibits C and D.

F. If constructed as a joint project, the estimated cost of the County Improvements is \$1,377,201 as shown on Exhibits C and E.

THEREFORE, the City and the County agree:

1. The City shall:

A. Contract with Penfield and Smith for design, preparation of the bid, bid review, and construction management of the joint construction of the City Improvements and the County Improvements at College Park Tract (the Joint Project). Each party shall give written approval of the documents prepared by Penfield and Smith prior to the solicitation of bids for the Joint Project by endorsing its approval on one set of the plans, specifications and bid documents (contract documents) and returning that set of contract documents to Penfield and Smith. If approval of the contract documents is not

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received with 30 calendar days of delivery of the contract documents to the City or the County, the failure to return the contract documents shall be deemed to be an approval of those documents. If the City or the County disapproves the contract documents, the disapproval must state with particularity the reasons for the disapproval. If the contract documents are revised for any reason, whether in response to the disapproval of the City or the County, the contract documents shall be resubmitted to the City and the County for approval in accordance with the procedure set forth above.

B. Bid and award and administer the construction contract for the Joint Project (Contract). Either party may require rejection of all bids if the amount that the party's portion of the cost of work on the lowest responsible and responsive bid is more than 15% greater than the amount referenced in recitals E and F above. The Contract shall accord with City procedures, the California Public Contract Code and prevailing wage laws and shall include the State Water Resources Control Board requirements applicable to the Joint Project and shall name the County as an additional insured for all insurance provided. The Contract shall include a requirement that the County Improvements be completed prior to December 31, 2006, and provide liquidated damages for failure to meet this requirement in a daily amount provided by the County. A party's approval of the Contract documents pursuant to paragraph 1.A. shall constitute that the parties' acknowledgment that the Contract documents meet the foregoing requirements, and after such approval, neither party shall have any right of actions against the other based upon failure of the Contract documents to meet the foregoing requirements.

C. To the extent and as may be required and provided the applicable conditions and requirements are met, grant the County an encroachment permit (license) for the County Improvements constructed within the City Limits.

D. Fund all aspects of design and construction of the Joint Project.

E. Submit all contract change orders affecting the County Improvements to the County for its written approval. If the County does not give written approval within 30 calendar days, the contract change order will be deemed approved. If the County disapproves the contract change order, its disapproval must state with particularity the reasons for the disapproval. If no agreement can be reached between the City and the County with respect to a contract change order within 30 calendar days, the parties shall submit their dispute to Penfield and Smith for determination pursuant to the procedure set forth in paragraph 3.B. of this Agreement. The parties shall each fully cooperate with Penfield and Smith to obtain dispute resolution as soon as possible.

F. Issue a stop notice on work affecting the County Improvements upon written request of the County authorized representative. If the City refuses to issue a requested stop notice, the parties shall submit their dispute to Penfield and Smith for determination pursuant to the procedure set forth in paragraph 3.B. of this Agreement.

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G. Obtain written County approval for acceptance of the project. If a dispute arises with respect to acceptance of the project, the parties shall submit their dispute to Penfield and Smith for determination pursuant to the procedure set forth in paragraph 3.B. of this Agreement.

H. Defend, indemnify and hold the County harmless from any liability for loss, damage or injury to persons or property arising from or related to the City's performance of this Agreement if such loss, damage or injury is the result of a negligent act or omission of the City, any officer, employee or agent of the City. This provision shall apply whether the negligence is active or passive.

2. The County shall:

A. Review and approve the plans, specifications and bid documents for the Joint Project.

B. As it sees fit, provide inspection services for construction of the County Improvements.

C. Pay the City for the County's portion of the design, preparation of the bid, bid review, and construction management, and construction costs of the Joint Project as set forth in Paragraph 3.C.

D. Pay the cost of contract change orders in an amount mutually agreed by the Parties. If the Parties are unable to reach agreement, the parties shall submit their dispute to Penfield and Smith for determination pursuant to the procedure set forth in paragraph 3.B. of this Agreement.

E. Upon acceptance of the Joint Project, maintain the County Improvements.

F. Defend, indemnify and hold the City harmless from any liability for loss, damage or injury to persons or property arising from or related to the County's performance of this Agreement if such loss, damage or injury is the result of a negligent act or omission of the County, any officer, employee or agent of the County. This provision shall apply whether the negligence is active or passive.

3. The City and the County shall:

A. On completion of the Joint Project, give written approval to the final adjustment of quantities for the Contract work.

B. Submit all disputes arising under or related to this contract during the design, bidding and construction of the City and County Improvements, to Penfield and Smith for resolution. Penfield and Smith shall resolve those disputes. The resolution of Penfield and Smith shall govern the conduct of the parties during construction of the

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Improvements. Such resolution, however, shall be only for purposes of facilitating timely completion of the Improvements. Each party reserves its right to contest by means of legal action any issue pertaining to the contract or to the City Improvements or County Improvements.

C. Each pay their respective portion of the design preparation of the bid, bid review and construction related costs incurred from and after the date of this Agreement in the proportions set forth and according to the schedule attached as Exhibit C. Percentages for Trench Safety and Shoring will be renegotiated by the City and County, should the responsible low bidder install the sewer lines by microtunneling or microboring. County shall pay invoices reflecting its proportionate share within 30 calendar days of submittal of the invoices by the City to the County. Failure to timely pay any such invoice shall be a default under this Agreement.

D. Each pay costs of change orders, extra work, claims, as agreed or as determined by Penfield and Smith, subject to the rights and remedies contained herein.

4. This Agreement shall commence when executed by both Parties and shall continue until one year after acceptance of the Joint Project but in no event beyond December 31, 2008.

5. This Agreement may be terminated only on default by the City or the County of a material condition of this Agreement. The non-defaulting party shall give at least 30 days' written notice of the default to the defaulting party and allow the defaulting party a reasonable period to cure the default. If the default is not cured within a reasonable time after notice of the default is given, the Agreement will be terminated upon written notice by the non-defaulting party.

6. Notices under this Agreement shall be in writing, addressed as follows:

CITY: Wastewater Superintendent  
City of Oxnard  
6001 S. Perkins Road  
Oxnard, CA 93030  
Fax # (805) 488-2036

COUNTY: Director of Water and Sanitation Department  
Public Works Agency  
County of Ventura  
800 S. Victoria Avenue  
Ventura, CA 93009-1600  
Fax # (805) 529-7542

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7. This Agreement supercedes all previous agreements, understandings and representations, whether written or oral, with respect to the matters addressed herein. This Agreement may be amended only by a written instrument executed by the Parties to this Agreement.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

9. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between and among their attorneys and that this Agreement reflects their mutual agreement. No presumption for or against validity or any interpretation of any provision, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.

CITY OF OXNARD

COUNTY OF VENTURA

By: \_\_\_\_\_  
Dr. Thomas E. Holden  
Mayor

By: Linda Parker  
Chair, Board of Supervisors

APPROVED AS TO FORM:

[Signature]  
Gary L. Gillig  
City Attorney

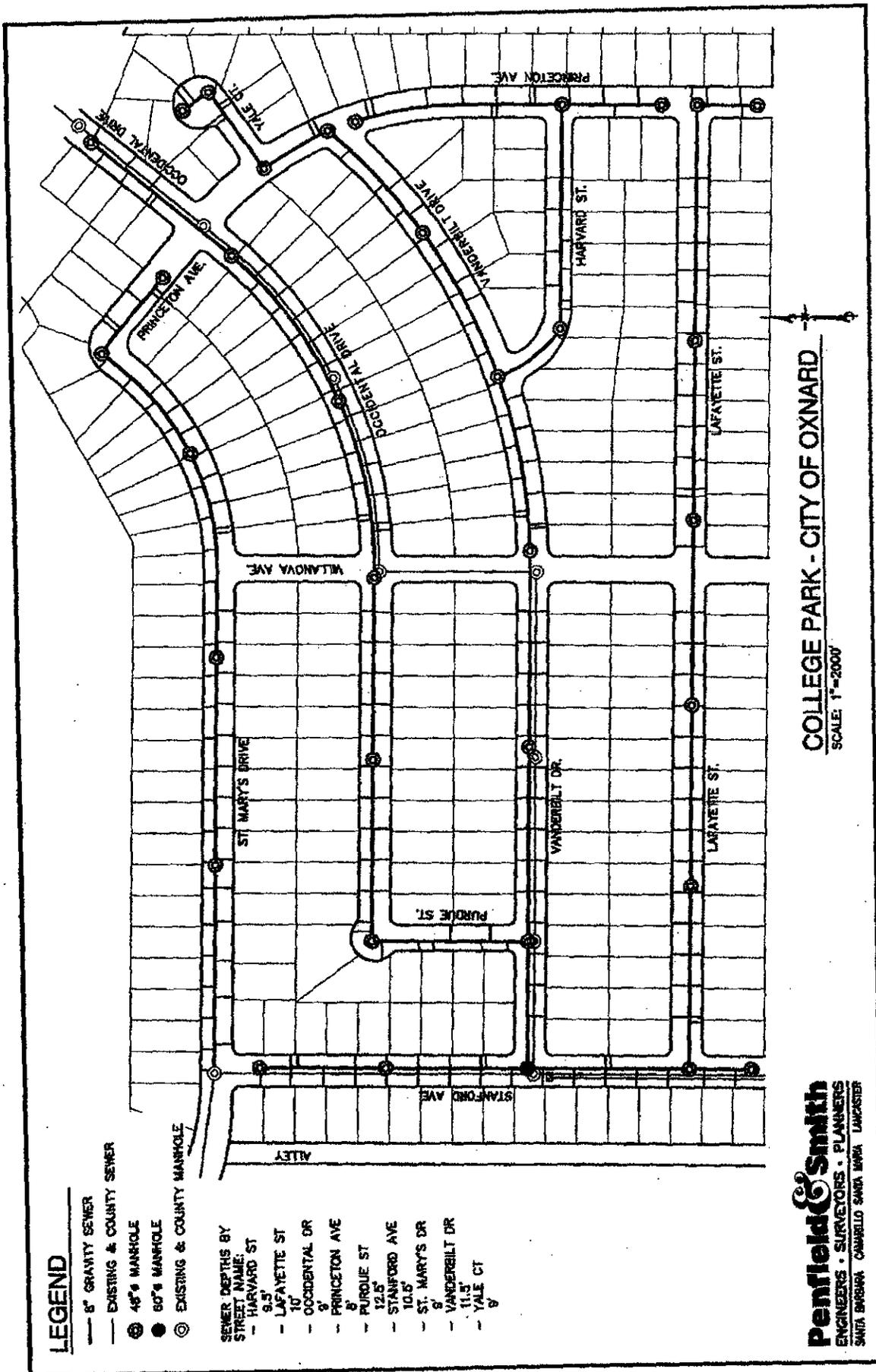
ATTEST:

JOHN F. JOHNSTON, Clerk of the  
Board of Supervisors, County of Ventura,  
State of California

By: Carrie Court  
Deputy Clerk of the Board



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**LEGEND**

- 8" GRAVITY SEWER
- EXISTING & COUNTY SEWER
- ⊙ 48" MANHOLE
- 60" MANHOLE
- ⊙ EXISTING & COUNTY MANHOLE

- SEWER DEPTHS BY STREET NAME:
- HARVARD ST 9.5'
  - LAFAYETTE ST 10'
  - OCCIDENTAL DR 9'
  - PRINCETON AVE 8'
  - PURQUE ST 12.5'
  - STANFORD AVE 10.5'
  - ST. MARY'S DR 8'
  - VANDERBILT DR 11.3'
  - YALE CT 9'

**Penfield & Smith**  
 ENGINEERS • SURVEYORS • PLANNERS  
 SANTA BARBARA CAMARILLO SANTA MONICA LANCASTER

COLLEGE PARK - CITY OF OXNARD  
 SCALE: 1"=200'

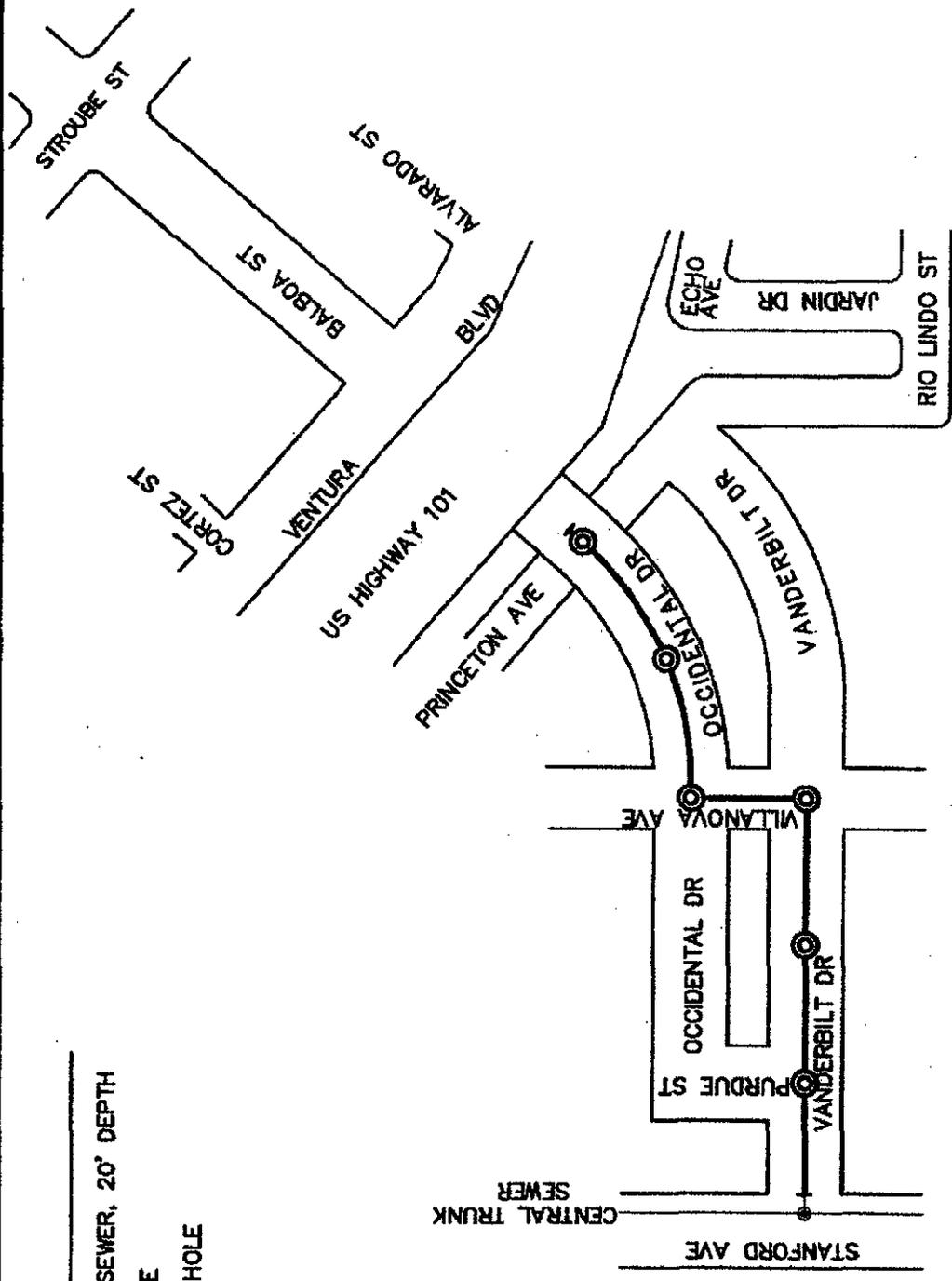
EXHIBIT "A"

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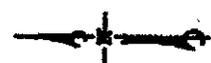
**LEGEND**

- 21" GRAVITY SEWER, 20' DEPTH
- ⊙ 60" MANHOLE
- ⊙ EXISTING MANHOLE

SEWER  
TRUNK  
CENTRAL



COLLEGE PARK -  
COUNTY OF VENTURA  
NTS



**Penfield & Smith**  
ENGINEERS • SURVEYORS • PLANNERS  
SANTA BARBARA CAMARILLO SANTA MARIA LANCASTER

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COLLEGE PARK SEWER PROJECTS  
 COST SHARING ARRANGEMENT  
 COMBINED PROJECTS

ITEM	DESCRIPTION	TOTAL COST	CITY PORTION	COUNTY PORTION
1	MOBILIZATION	\$350,000	\$241,000	\$109,000
2	TRENCH SAFETY AND SHORING (2)	\$300,000	\$200,000	\$100,000
3	TRAFFIC CONTROL (3)	\$100,000	\$80,000	\$20,000
4	TRENCH STABILIZATION (WHERE REQUIRED) (3)	\$40,000	\$32,000	\$8,000
5	PREPARE SWPPP, OBTAIN RWQCB PERMIT, & COMPLY WITH CONDITIONS (3)	\$20,000	\$16,000	\$4,000
6	21" DIAMETER SEWER	\$1,023,700		\$1,023,700
7	60" DIAMETER MANHOLES	\$98,000		\$98,000
8	MANHOLE METER ASSEMBLY	\$8,500		\$8,500
9	CONNECTION TO EXISTING SEWER	\$8,000		\$8,000
10	EXECUTION OF RELEASE ON CONTRACT	\$1		\$1
11	8" DIAMETER PIPELINE LESS THAN 10' DEEP	\$576,493	\$576,493	
12	8" DIAMETER PIPELINE 10'-15' DEEP	\$993,308	\$993,308	
13	48" DIAMETER MANHOLES 5-12' DEEP	\$291,000	\$291,000	
14	48" DIAMETER MANHOLES > 12' DEEP	\$32,000	\$32,000	
15	60" MANHOLE	\$14,000	\$14,000	
16	4" SEWER LATERALS	\$554,000	\$554,000	
17	JOIN CENTRAL TRUNK SEWER @ ST MARY'S DRIVE	\$18,000	\$18,000	
18	JOIN CENTRAL TRUNK SEWER @ VANDERBILT	\$11,000	\$11,000	
<b>TOTAL ESTIMATED COST OF CONSTRUCTION</b>		<b>4,436,000</b>	<b>3,058,799</b>	<b>1,377,201</b>

NOTES

1 % OF SHARE BASED ON ENGINEER'S ESTIMATE OF TOTAL COST FOR EACH PROJECT  
 (\$1,377,201+\$3,058,800=\$4,436,001 ⇒ \$1,377,201≈ 31.1%; \$3,058,800 = 68.9%)

2 % SHARE BASED ON LENGTH X DEPTH OF TRENCH WORK FOR EACH PROJECT  
 2400x20=48,000 = COUNTY = 33.3%, 9955x10=99,550 = CITY = 66.7%

3 % SHARE BASED ON TOTAL LENGTH OF MAINLINE TRENCH FOR EACH PROJECT  
 (2400≈ 20%, 9955 ≈ 80%)

Cost of design, preparation of bid, bid review, and construction management will be shared based on actual construction costs for the City and County.

**COLLEGE PARK SEWER PROJECTS  
COST SHARING ARRANGEMENT  
CITY OF OXNARD PORTION**

<b>ENGINEER'S OPINION OF PROBABLE COST</b>		PENFIELD & SMITH, INC
Project:	CITY WIDE SEPTIC SYSTEM CONVERSION	1327 DEL NORTE ROAD, SUITE 200
Location:	COLLEGE PARK	CAMARILLO, CA
Client:	City of Oxnard	(805)981-0706
W.O. No.:	13621.10	Date: 8-Feb-06
Calc'd By:	DSC	

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION (1)	LS	68.86%	\$350,000.00	\$241,000
2	TRENCH SAFETY AND SHORING (2)	LS	66.67%	\$300,000.00	\$200,000
3	TRAFFIC CONTROL (3)	LS	80%	\$100,000.00	\$80,000
4	TRENCH STABILIZATION (WHERE REQUIRED) (3)	LS	80%	\$40,000.00	\$32,000
5	PREPARE SWPPP, OBTAIN RWQCB PERMIT, & COMPLY WITH CONDITIONS (3)	LS	80%	\$20,000.00	\$16,000
6	8" PVC PIPE 5-10' DEEP	LF	3935	\$146.50	\$576,493
7	8" PVC PIPE 10-15' DEEP	LF	6020	\$165.00	\$993,306
8	48" MANHOLE 5-12' DEEP	EA	30	\$9,700.00	\$291,000
9	48" MANHOLE >12' DEEP	EA	4	\$8,000.00	\$32,000
10	60" MANHOLE >12' DEEP	EA	1	\$14,000.00	\$14,000
11	4" PVC SEWER LATERAL	EA	277	\$2,000.00	\$554,000
12	JOIN CENTRAL TRUNK SEWER @ ST. MARY'S DR.	LS	1	\$18,000.00	\$18,000
13	JOIN CENTRAL TRUNK SEWER @ VANDERBILT DR.	LS	1	\$11,000.00	\$11,000
<b>TOTAL ESTIMATED COST OF CONSTRUCTION</b>					<b>\$3,068,799</b>

**NOTES**

- 1 % OF SHARE BASED ON ENGINEER'S ESTIMATE OF TOTAL COST FOR EACH PROJECT
- 2 % SHARE BASED ON LENGTH X DEPTH OF TRENCH WORK FOR EACH PROJECT
- 3 % SHARE BASED ON TOTAL LENGTH OF MAINLINE TRENCH FOR EACH PROJECT

**COLLEGE PARK SEWER PROJECTS  
COST SHARING ARRANGEMENT  
COUNTY OF VENTURA PORTION**

<b>ENGINEER'S OPINION OF PROBABLE COST</b>				PENFIELD & SMITH, INC	
Project:	EL RIO SEWER PROJECT			1327 DEL NORTE ROAD, SUITE 200	
Location:	FREEWAY CROSSING			CAMARILLO, CA	
Client:	VENTURA COUNTY			(805)961-0706	
W.O. No.:	13621.08			Date:	6-Feb-06
Calc'd By:	DSC				
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST

FREEWAY Corridor - East on Vanderbilt Dr. to Villanova Ave., Then North on Villanova Ave. to Occidental Dr. then northeast on Occidental to the end					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>FREEWAY Corridor</b>					
1	MOBILIZATION (1)	LS	31.14%	\$350,000.00	\$109,000
2	TRENCH SAFETY AND SHORING(2)	LS	33.33%	\$300,000.00	\$100,000
3	TRAFFIC CONTROL (3)	LS	20.00%	\$100,000.00	\$20,000
4	TRENCH STABILIZATION (3)	LS	20.00%	\$40,000.00	\$8,000
5	PREPARE SWPPP, OBTAIN RWQCB PERMIT, & COMPLY WITH CONDITIONS (3)	LS	20%	\$20,000.00	\$4,000
6	21" PVC PIPE >15' DEEP	LF	2400	\$426.54	\$1,023,700
7	80" MANHOLE >12' DEEP	EA	7	\$14,000.00	\$98,000
8	80" Manhole Meter Assembly	LS	1	\$8,500.00	\$8,500
9	CONNECTION TO EXISTING SEWER	EA	1	\$6,000.00	\$6,000
10	Execution of Release on Contract	LS	1	\$1.00	\$1
<b>TOTAL ESTIMATED COST OF CONSTRUCTION</b>					<b>\$1,377,201</b>

**NOTES**

- 1 % OF SHARE BASED ON ENGINEER'S ESTIMATE OF TOTAL COST FOR EACH PROJECT
- 2 % SHARE BASED ON LENGTH X DEPTH OF TRENCH WORK FOR EACH PROJECT
- 3 % SHARE BASED ON TOTAL LENGTH OF MAINLINE TRENCH FOR EACH PROJECT

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ATTACHMENT # 1  
PAGE 10 OF 10

**LICENSE AGREEMENT TO ENCROACH ONTO CITY OF OXNARD PROPERTY**

This License Agreement to Encroach onto City of Oxnard Property ("this Agreement") is entered into in the County of Ventura, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Oxnard, a municipal corporation ("Licensor"), and Ventura County, a municipal corporation ("Licensee").

WHEREAS, Licensor owns the Right of Way, as shown on the County of Ventura plan set drawing numbers 111665 and 111675 (City of Oxnard drawing numbers 05-68A and 05-69A); and

WHEREAS, Licensee wishes to install, construct, and maintain underground wastewater pipeline and appurtenances of various sizes ("the Improvements") on a portion of City Right of Way as shown on drawing numbers 111665 and 111675 (City of Oxnard drawing numbers 05-68A and 05-69A), both are made a part of this Agreement; and

WHEREAS, the installation of the Improvements will provide a public benefit to both Licensor and Licensee by providing wastewater service to El Rio Forebay Properties.

NOW, THEREFORE, incorporating the above recitals and in consideration of the mutual covenants and conditions contained herein, Licensor and Licensee agree as follows:

1. License Granted

Subject to the conditions contained in this Agreement and Agreement A-6510 (attached Exhibit A, Agreement for Sewer Service in El Rio between the County of Ventura and the City of Oxnard), Licensor hereby grants to Licensee a revocable license to install, construct, and maintain the Improvements as described in the recitals above and as depicted in improvement plans 111665 and 111675 (City of Oxnard drawing numbers 05-68A and 05-69A).

2. Possessory Interest

Neither party believes this Agreement creates a possessory interest that is subject to property taxation. Licensee, however, agrees to pay any possessory interest property tax imposed on the encroachments and the Improvements for which this Agreement is granted.

3. Installation of Improvements

A. Prior to installation, construction, or maintenance of the Improvements, Licensee shall obtain from Licensor an encroachment permit, allowing installation, construction, or maintenance of the Improvements. Licensee shall obtain a separate encroachment permit for each occurrence of installation, construction or maintenance.

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B. Licensee shall install, construct, and maintain said Improvements in accordance with the terms and conditions set forth in this Agreement. Licensee's contractor for the installation shall pay prevailing wages in connection with the work of installation.

C. Licensee shall protect existing utilities in place or shall immediately repair damaged improvements to the satisfaction of the City.

#### 4. Acknowledgments

A. Licensee acknowledges and agrees to accept flows from City of Oxnard Properties adjacent to proposed sewer lines as shown on subject plans and as stated in Agreement A-6510 resulting from abandonment of lift stations 22 and 25.

B. Licensee agrees that for the life of said improvements, City Wastewater Staff may inspect County improvements, including manholes and pipes, when and as deemed necessary by City Staff. County shall repair any defects per section 6 herein.

C. Licensee acknowledges and agrees that future City of Oxnard improvements may require the County to relocate portions of subject County improvements as necessitated by future City of Oxnard projects. The County of Ventura shall, at its sole expense relocate sewer lines or manholes that City Staff determines will interfere with future City of Oxnard improvements. Said relocations shall take place in a timely fashion so as not to delay timely construction of City's improvements, provided, however, that City shall provide Licensee with, at a minimum six months notice of the need to relocate. In the event that subject County Improvements are not relocated in a timely fashion as requested, the City may at its option and at County expense, cause such improvements to be relocated. The County shall reimburse the City within three months of completion of any such relocation.

#### 5. Compensation to Licensor

To compensate Licensor for the license granted herein, Licensee shall pay all subject encroachment permit and inspection fees (except to the extent otherwise provided in the Agreement for Sewer Improvements concurrently here with) and shall allow sewer service lateral hook-ups to all properties in the Forebay area including City of Oxnard properties per agreement A-6510. Licensee shall construct all improvements as shown on subject drawings with approval of City Wastewater Superintendent. As part of this agreement, Identified City laterals shall be installed and extended to property lot lines. Licensee also agrees that the City maintains the right to permit future sewer hook-ups into said improvements subject to payments as described in agreement A-6510. Licensor shall reimburse Licensee for identified City lateral installation costs.

#### 6. Maintenance

Licensee shall maintain the Improvements in good repair at all times and remove, repair or replace the Improvements if they are damaged. All maintenance and repair shall be

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coordinated with City Staff in accordance with all City requirements and permits. Licensee shall repair all failed or settling trenches for the life of the improvements. If City Staff determines that the Improvements or trenches need repair, Licensor, through its City Manager, on 15 days written notice to Licensee, may cause repair to any of the Improvements that the City Manager in the good faith exercise of his or her sole discretion determines to be damaged or improperly maintained, at the sole expense to Licensee. Repair shall be accomplished in a timely manner. Except in cases of imminent threat to health, safety or property, notice shall be at least 24 hours. Licensor shall invoice Licensee for reimbursement. Licensee shall pay such invoice within 30 days of receipt.

#### 7. Revocation of License; Removal of Improvements

A. Licensor may, upon 30 days notice, revoke the License for default of Licensee hereunder.

B. On or before the effective date of revocation, and at Licensee's own expense, Licensee shall remove all above ground Improvements and abandon in place (per City standards) said pipelines, as indicated on subject plan sheets. At the completion of the removal and abandonment, the Licensee shall return City Right of Way to as near a condition and appearance as practical as existed prior to the installation of the Improvements. If Licensee does not make such timely removals the Licensor may do so and invoice Licensee for the cost thereof. Licensee shall pay such invoice within 30 days.

#### 8. Indemnity

Licensee agrees to indemnify, hold harmless and defend Licensor, its City Council, and each member thereof, and every officer, employee, representative or agent of Licensor, 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 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 Improvements. 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. This section does not apply to the acts or omissions of Licensor.

#### 9. Insurance

A. While this License is in effect, Licensee shall obtain and maintain insurance coverage's satisfactory to the City's Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages. City acknowledges that County is self-insured under applicable provisions of California Law, and so long as County remains self-insured under California Law, the Insurance requirements of this Agreement are

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deemed satisfied.

B. Licensee shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage. Evidence of insurance coverage shall be forwarded to the Risk Manager.

C. Maintenance of 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 of renewal may be considered as a material breach of this License Agreement.

#### 10. Governing Law

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

#### 11. 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 and maintenance of subject Improvements.

#### 12. Notices

A. Any notices to Licensee may be delivered personally or by mail addressed to the County of Ventura Public Works Director, 800 South Victoria Avenue, Ventura, CA 93009.

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

#### 13. Assignment

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

#### 14. Successors and Assigns

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

#### 15. Amendment

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

#### 16. Entire Agreement

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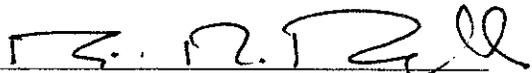
This License constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, licenses, and promises, both oral and written.

CITY OF OXNARD

VENTURA COUNTY PUBLIC  
WORKS AGENCY

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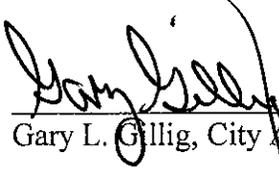
Dr. Thomas E. Holden, Mayor

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R. Reddy Pakala, Director  
Water & Sanitation Department

APPROVED AS TO FORM:

 04-12-06  

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Gary L. Gillig, City Attorney

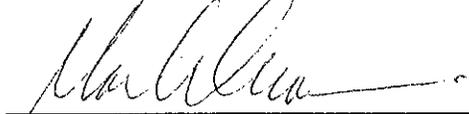
APPROVED AS TO INSURANCE:

 for  

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Macie Medina, Finance Director

APPROVED AS TO CONTENT:

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Mark S. Norris, City of Oxnard  
Wastewater Superintendent

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