Meeting Date: 07/25/2006

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

Prepared By: Jim Corella Agenda Item No. I-9

Reviewed By: City Manager City Attorney Finance Other *Public Works/Water*

DATE: July 11, 2006

TO: City Council

FROM: Anthony Emmert, Water Resources Manager

SUBJECT: **Second Amendment to Agreement - Water Resources Blending Station No. 1 Parrent Security**

RECOMMENDATION

Approve and authorize the Mayor to execute the Second Amendment to Agreement (No. 3302-04-PW) with Parrent Security in an estimated amount of $220,000 for a total agreement amount of $496,562 for the purpose of providing services at the Water Resources Division, Blending Station No.1, located at 251 South Hayes Avenue, Oxnard, CA.

DISCUSSION

Parrent Security has provided security services since the Department of Homeland Security addressed essential facilities to be implemented with on-site security. In addition, Blending Station No. 1 has been under construction during this time and staff expects the construction to last 18 to 24 months. Parrent Security validates visitors, contractors, their employees and equipment while on City premises.

Agreement 3302-04-PW with Parrent Security was executed in December 2004. This Second Amendment with Parrent Security is to extend the term of the agreement to June 30, 2007, and update the Living Wage Policy provisions of the agreement.

FINANCIAL IMPACT

Funds are available in the Blending Station No. 1 Project 066001.

JC

Attachment – No. 1- Agreement No. 3302-04-PW
No. 2 – First Amendment to Agreement
No. 3 – Second Amendment to Agreement

COPY

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/04 through 6/30/05)
Contract No. 3302-04-PW

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 29th day of December 2004, by and between the City of Oxnard ("City") and Parrent Security ("Vendor") for the services of providing security guards for the Water Division facility located at 251 South Hayes Avenue, Oxnard, subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Properly uniformed and equipped security guards, to provide 24 hour daily security services for the Water Facility located at 251 South Hayes Avenue, Oxnard. During City business hours, 7:00 am to 6:00 pm, Vendor shall provide security service at the Water Facility main gate entrance only, shall include notifying appropriate water staff when visitors arrive at main gate entrance and directing to appropriate location, and receiving incoming deliveries. Vendor shall provide security service to the entire facility during closed business hours. Services shall include physical monitoring of the facility, monitoring security cameras, vehicles, equipment, and- monitoring all activity. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

2. Vendor shall provide such services according to the following schedule: Seven days per week, 24 hours per day. .

3. This Agreement shall begin on January 1, 2005, and shall end on December 31, 2005. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor $16.00 per hour for the services provided. City shall pay Vendor $24.00 per hour for holidays recognized by Vendor (Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day and New Years Day).

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. From January 1, 2005 thru June 30, 2005, Vendor shall pay such employee no less than $10.59 per hour for each hour that such employee provides services under this Agreement and provide such employee with 64 hours of paid leave per calendar year. From July 1, 2005 thru December 31, 2005, Vendor shall pay such employee no less than $12.22 for each hour that such employee provides services under this Agreement and shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

6. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency 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 Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor'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, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

7. Insurance

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

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A.

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

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

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

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business license.

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

12. Any notices to Vendor may be delivered personally or by mail addressed to: Jerry P. Parrent, Owner, Parrent Security, P.O. Box 1014, Camarillo, CA 93011. Any notices to City may be delivered personally or by mail addressed to: Ken Ortega, Water Superintendent, City of Oxnard Water Division, 251 South Hayes Avenue, Oxnard, CA 93030-6058.

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

CITY OF OXNARD

Sandra Rosales, Interim Purchasing Agent

VENDOR

Jerry P. Parrent, Owner 1/13/05

APPROVED AS TO FORM:

Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

for

Sandra Rosales, Interim Risk Manager

APPROVED AS TO CONTENT:

Ken Ortega, Project Manager

LIVING WAGE POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

a. Commercial general liability insurance, including 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;

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 CA000T, ED June 1992) covering Code No. 1, "any auto;"

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

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

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

City of Oxnard
Risk Manager
Reference No. 3302-04-PW
300 West Third Street, Suite 302
Oxnard, California 93030

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements.**

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. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

12/04

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

NSURED

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

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

CERTIFICATE HOLDER
ity of Oxnard
ttn: Risk Manager
Reference No. 3302-04-PW
00 W. Third Street, Suite 302
xnard, 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

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

SUBMIT IN DUPLICATE

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

ODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form 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. 3302-04-PW
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 _____

IPORTANT!

YOU ARE INVOLVED IN AN ACCIDENT:
(REGARDLESS OF FAULT)

he accident scene, detach the Accident Information Card and give it to the driver of the other vehicle

Ask the other driver to immediately call Progressive and report the accident.

Call Progressive immediately to report the accident

old here and put folded Accident Information and surance Identification card in the glove ompartment of your vehicle.

etach and keep copy of Insurance Identification ard with your records.

CVWE071703240SLS53004

Insurance Identification Card - CALIFORNIA
COMMERCIAL AUTO POLICY

Name of Insurer: PROGRESSIVE CASUALTY INSURANCE CO.
PO BOX 94739
CLEVELAND OH 44101-4739
NAIC # - 24260

Name of Insured:
JERRY PARRENT

Policy Number: CA 02575243-0

Original Issue Date: 03/18/04 Expiration Date: 03/18/05

Year	Make/Model	Vehicle Identification Number
1994	FORD	2FALP71W2RX155582

Form L6530 (6-96)

PROGRESSIVE®

ACCIDENT INFORMATION CARD
(Give to other driver at scene of accident)

FOR IMMEDIATE ASSISTANCE CALL
1-800-274-4499
24 HOURS A DAY, 7 DAYS A WEEK

Name of Insurer:
PROGRESSIVE CASUALTY INSURANCE CO.
PO BOX 94739
CLEVELAND OH 44101-4739

Name of Insured:
JERRY PARRENT

Policy Number: CA 02575243-0

Original Issue Date: 03/18/04
Expiration Date: 03/18/05

PROGRESSIVE®

Insurance Identification Card - CALIFORNIA
COMMERCIAL AUTO POLICY

Name of Insurer: PROGRESSIVE CASUALTY INSURANCE CO.
PO BOX 94739
CLEVELAND OH 44101-4739
NAIC # - 24260

Name of Insured:
JERRY PARRENT

Policy Number: CA 02575243-0

Original Issue Date: 03/18/04 Expiration Date: 03/18/05

Year	Make/Model	Vehicle Identification Number
1994	FORD	2FALP71W2RX155582

Form L6530 (6-95)

California - Proof of Auto Insurance Card

Allstate Insurance Company
1819 Electric Road SW, Roanoke, VA 24018 NAIC # 19232

Jerry & Mary Parrent
1898 N Marco Dr
Camarillo CA 93010-2432

For Registration Purposes

Thi[illegible] olicy meets the requirements of the applicable California fin[illegible]cial responsibility law(s).

POLICY NUMBER
0 67 347017 02/01

YEAR / MAKE / MODEL
96 Ford Crown Victor

EFFECTIVE DATE
02/01/04

VEHICLE ID NUMBER
2FALP71W0TX109588

EXPIRATION DATE
08/01/04

This card must be carried in the vehicle at all times as evidence of insurance.

ATTACHMENT
PAGE 11 OF

000060

COPY 20

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

(Includes Living Wage Requirements Effective from 7/1/04 through 06/30/06)
Contract No. 3302-04-PW

This First Amendment to Agreement for Trade Services ("First Amendment") is entered into in Ventura County, California, this 5th day of July 2005, by and between the City of Oxnard ("City") and Parrent Security ("Vendor"), and amends that certain Agreement for Trade Services ("the Agreement") between the parties entered into on the 29th day of December 2004.

City and Vendor agree that the Agreement is amended as follows:

1. In section 3 of the Agreement, the expiration date of December 31, 2005, shall be deleted and replaced by the date June 30, 2006.

2. Section 4 of the Agreement is amended to read as follows: "Beginning July 1, 2005 City shall pay Vendor $22.00 per hour for the services provided. City shall pay Vendor $32.62 per hour for services provided on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day and New Years Day."

3. Section 5a of the Agreement is amended to read as follows:

"5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. From December 29, 2004 through June 30, 2005, Vendor shall pay such employee no less than $10.59 per hour for each hour that such employee provides services under this Agreement and provide such employee with 64 hours of paid leave per calendar year. From July 1, 2005 through June 30, 2006, Vendor shall pay such employee no less than $12.22 for each hour that such employee provides services under this Agreement and shall provide to such employee no less than 96 hours of paid leave per calendar year."

City and Vendor further agree that as amended by this First Amendment, the Agreement shall remain in full force and effect.

CITY OF OXNARD

Bruce E. Wander for
Karen Burnham, Interim Purchasing Agent

VENDOR

Jerry P. Parrent
Jerry P. Parrent, Owner

APPROVED AS TO FORM:

Paula Kimbell for
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

Jeannie Galvan
Karen Burnham, Interim Risk Manager

APPROVED AS TO CONTENT:

Ken Ortega, Project Manager

ATTACHMENT NO. 2
PAGE 1 OF 1

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

Contract No. 3302-04-PW

This Second Amendment to Agreement for Trade Services ("Second Amendment") is entered into in Ventura County, California, this 26th day of June 2006, by and between the City of Oxnard ("City") and Parrent Security ("Vendor"), and amends that certain Agreement for Trade Services ("the Agreement") between the parties entered into on the 29th day of December 2004.

City and Vendor agree that the Agreement is amended as follows:

1. In section 3 of the Agreement, the expiration date of June 30, 2006, shall be deleted and replaced by the date June 30, 2007.

2. Section 4 of the Agreement is amended to read as follows: "Beginning July 1, 2006, City shall pay Vendor $23.50 per hour for the services provided, except that City shall pay Vendor $35.25 per hour for services provided on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day and New Years Day."

3. Section 5a of the Agreement shall be deleted and replaced as follows:

"5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. Beginning on July 1, 2006, Vendor shall pay each employee no less than $12.22 per hour for each hour that such employee provides services under this Agreement,as such hourly rate is adjusted on July 1, 2006, and each July 1 thereafter, according to the percentage changessince July 1, 2005, in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year."

City and Vendor further agree that as amended by the First and Second Amendments, the Agreement shall remain in full force and effect.

CITY OF OXNARD	VENDOR
	Ronald Gusla FOR
Dr. Thomas E. Holden, Mayor	Jerry P. Parrent, Owner

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary Gillig, City Attorney

APPROVED AS TO INSURANCE:

Marcie Medina, Risk Manager

APPROVED AS TO CONTENT:

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