



Meeting Date: 05 / 06 / 08

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: Lori Rice, Parks Manager *LR* Agenda Item No. I-4

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other: General Services Superintendent *[Signature]*

**DATE:** April 22, 2008

**TO:** City Council

**FROM:** Lori Rice, Parks Manager *Lori Rice*  
City Manager's Department

**SUBJECT:** License for Construction of Playground by the Boys & Girls Club  
at Southwest Community Park

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a license agreement number #A-7043 with the Boys & Girls Club of Greater Oxnard and Port Hueneme providing for construction of a playground on approximately 2500 square feet of Southwest Community Park located at 1500 W. Fifth Street.

**DISCUSSION**

The attached License Agreement provides for the non-exclusive use by the Boys & Girls Club of Greater Oxnard and Port Hueneme, an approximately 2500 square feet section of Southwest Community Park along the western edge of the parking lot. The Boys & Girls Club will plan and construct a playground, and be responsible for all maintenance. The playground manufacturer and equipment type will conform to City standards and will meet or exceed all State and Federal guidelines for playgrounds. It will be open for use by the Boys & Girls Club and general public. A playground was never previously built at this park due to lack of funding. This is a great opportunity to add a new playground without any expense to the City.

**FINANCIAL IMPACT**

There is no financial impact.

LR/lr

Attachment #1 – License Agreement

License for Construction of Playground by the Boys & Girls Club  
April 22, 2008  
Page 2

Note: Attachment 1 has been provided to the City Council. Copies are available for review at the Circulation Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on Monday.

LICENSE AGREEMENT

This License Agreement ("License") is entered into this 22nd day of April, 2008, by and between the City of Oxnard ("City") and the Boys and Girls Club of Greater Oxnard and Port Hueneme ("Licensee").

WHEREAS, the City is the owner of an approximate 26 acre park, known as the Southwest Community Park; and

WHEREAS, Licensee is the lessee under a Ground Lease Agreement dated August 11, 1998 of approximately 28,000 square feet of real property in the easterly portion of this park; and

WHEREAS, the lease has a 25-year term; and

WHEREAS, the leased premises are surrounded by an asphalt parking lot; which is available for use by Licensee and by the general public; and

WHEREAS, Licensee wishes to construct in the public park in an area of approximately 2500 square feet (the "Property") a playground which will be used by Licensee's members and by the general public; and

WHEREAS, Licensee will construct the playground and provide the playground equipment at the sole expense of Licensee; and

WHEREAS, Licensee will maintain the playground and the playground equipment at Licensee's expense; and

WHEREAS, the City desires to make the Property available to Licensee to conduct the Activity at such days and times.

NOW, THEREFORE, the City and Licensee agree:

1. The foregoing recitals are incorporated herein.
2. License Granted.
  - A. Subject to the conditions contained in this License, the City grants to Licensee a non-exclusive license to construct and maintain a playground and playground equipment ("Facilities") on that portion of Southwest Community Park shown on Exhibit 1.
  - B. The fee for this License is \$1.00, receipt of which is acknowledged.

3. Design and Construction.

- A. Licensee will coordinate with and involve City staff in the design and construction of the Facilities. City staff must accept the design, nature, and layout of the Facilities before construction begins. The Facilities will be constructed for use of 5 to 12 year old children.
- B. Licensee will comply with all federal, state and local laws, rules, regulations, guidelines and directives with respect to the design, construction and maintenance of the Facilities.
- C. Licensee will obtain approval of City staff of the manufacturer and type of equipment to be used and will follow procedures which City staff uses in constructing its own parks with respect to design, construction, inspection and maintenance.
- D. Licensee will ensure that the Facilities are subject to an audit or inspection by an appropriate certified inspector before the Facilities are put into use and will ensure that ongoing safety inspections occur.

4. Maintenance.

- A. In consideration for this License, Licensee shall at all times:
  - (1) Maintain the Facilities, the Property and the area immediately surrounding the Property free of litter, trash and other debris. The Facilities shall be maintained to a standard generally applicable to City park facilities of a similar nature.
  - (2) Cooperate with the City staff as requested.
  - (3) Remove the Facilities (Unless City requests otherwise) at the end of the term for the license.

5. Term of License.

The term of this License shall begin on April 22, 2008, and shall terminate when the Lease terminates, unless extended or terminated as provided for herein.

6. Termination/Extension.

- A. This License may be terminated by the City Manager or designee (“Manager”), for breach of its terms, by notifying Licensee in writing of the breach and providing a reasonable opportunity to cure, considering the nature of the breach.

- B. This License may be immediately terminated by Licensee, for breach, if Licensee notifies the City Manager in writing of the breach and provides a reasonable opportunity to cure, considering the nature of the breach.

7. Permits, Licenses and Certificates.

Licensee, at Licensee's expense, shall obtain and maintain during the term of this License, all permits, licenses and certificates required in connection with the conduct of the Activity.

8. Indemnity by Licensee.

- A. Licensee agrees to indemnify, hold harmless and defend the City, the City Council, and each member thereof, and every officer, employee, representative or agent of the 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 License performed by Licensee or its agents, employees, or other persons acting on Licensee's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Licensee or its agents, employees or other persons acting on Licensee's behalf would be held strictly liable.
- B. Licensee's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Licensee is obligated to indemnify and hold harmless.

9. Insurance.

- A. Licensee shall obtain and maintain during the term of this License 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 Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages.
- B. Licensee shall, prior to use of the Property, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-K. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-K.

10. Governing Law.

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

11. Compliance with laws.

Licensee shall comply with all State, federal, and local laws, rules and regulations, now or hereafter in force, pertaining to Licensee's use of the Property

12. Notices.

A. Any notices to the City may be delivered by mail addressed to: City Manager's Office, 300 W. Third Street, Fourth Floor, Oxnard, California 93030, with a copy to: City Attorney's Office, 300 W. Third Street, Third Floor, Oxnard, California 93030.

B. Any notice to Licensee may be delivered by mail addressed to: Boys and Girls Club of Greater Oxnard and Port Hueneme, 1900 W. Fifth Street, Oxnard, California 93035, Attention: Chief Professional Officer.

13. Assignment.

Licensee may not delegate its rights or duties under this License without the written consent of the Manager, which consent may not be unreasonably 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 the City and Licensee, for the benefit of the Property.

15. Amendment.

This License may be reviewed or amended at any time. Any amendments to this License shall become effective only when agreed to in writing by both the Manager and Licensee.

16. Entire agreement.

This License constitutes the entire agreement of the City and Licensee regarding the subject matter hereof and supercedes all prior communications, agreements and promises, either oral or written.

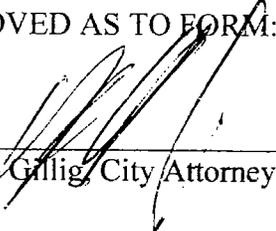
CITY OF OXNARD

LICENSEE

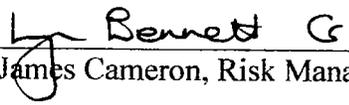
\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

by: \_\_\_\_\_  
its: \_\_\_\_\_

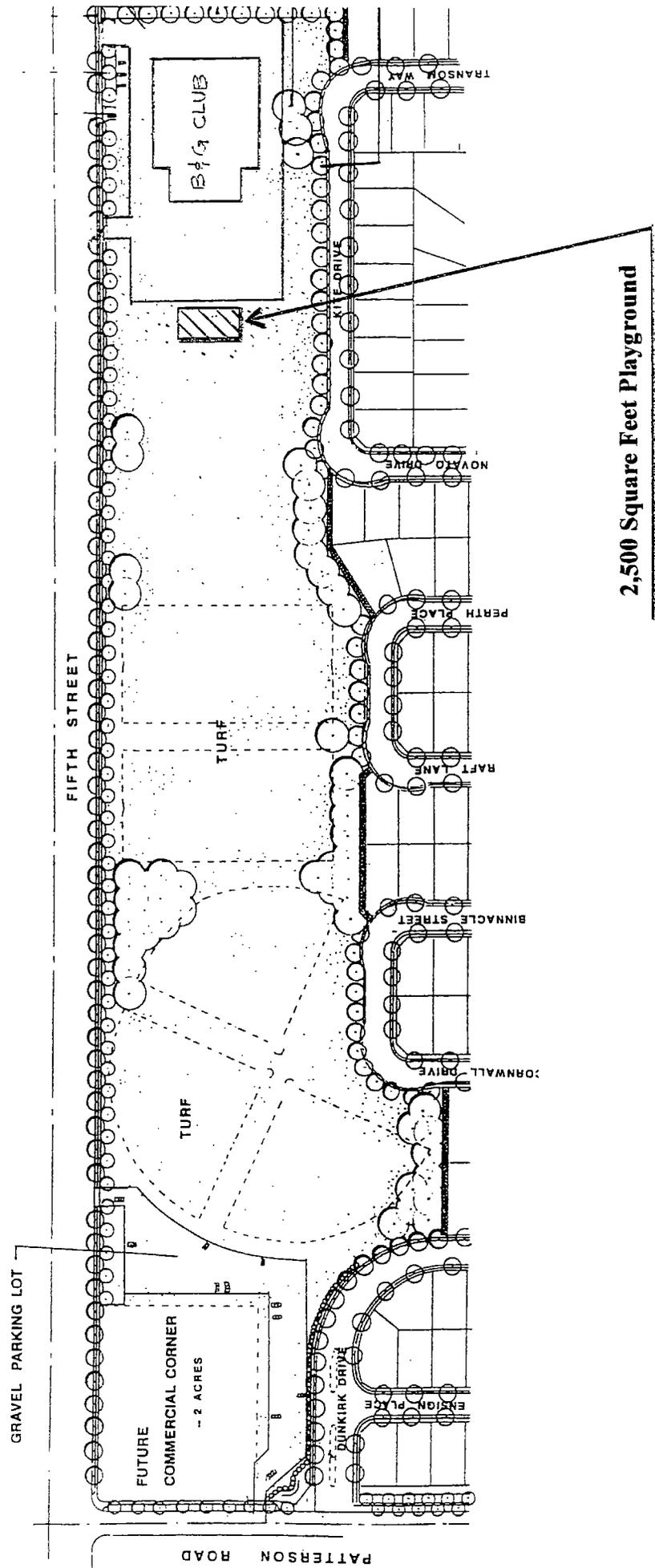
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
James Cameron, Risk Manager

# SOUTHWEST COMMUNITY PARK



2,500 Square Feet Playground

**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)

<b>PRODUCER</b>	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	<b>COMPANIES AFFORDING INSURANCE COVERAGE</b>
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	<b>GENERAL LIABILITY</b> [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b> [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$  AGGREGATE \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	<b>OTHER</b> Property insurance against all risks of loss to any tenant improvements or betterments				

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

<b>CERTIFICATE HOLDER</b> City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. 3rd Street, Suite 302 Oxnard CA 93030	<b>CANCELLATION</b> 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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000027

**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:

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

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

**ENDORSEMENT HOLDER**

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

**AUTHORIZED REPRESENTATIVE**

Broker/Agent  Underwriter \_\_\_\_\_  
 \_\_\_\_\_ (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 \_\_\_\_\_

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

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

**PRODUCER**

Telephone: \_\_\_\_\_

**POLICY INFORMATION:**  
 Insurance Company: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_ (to)  
 Policy Period: (from) \_\_\_\_\_  
 LOSS ADJUSTMENT EXPENSE  Included in Limits  In  
**Addition to Limits**  
 Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_  
 with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_ (which)  
 coverage.  Per Occurrence  Per Claim

**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 \_\_\_\_\_

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