

THIRD AGREEMENT FOR OPERATION, MAINTENANCE AND MANAGEMENT OF  
THE RIVER RIDGE GOLF CLUB

This Third Agreement for Operation, Maintenance and Management of the River Ridge Golf Club is entered into in the County of Ventura on this 1<sup>st</sup> day of July 2009 by and between the City of Oxnard, a municipal corporation ("City"), and High Tide and Green Grass, Inc. ("Operator").

WHEREAS, City desires to contract with a responsible, qualified and competent entity to operate, maintain and manage the River Ridge Golf Club and related facilities located at 2401 Vineyard Avenue, Oxnard, California; and

WHEREAS, Operator desires to provide such operation, maintenance and management services; and

WHEREAS, on November 16, 1993, City and Operator entered into that certain Agreement for Operation, Maintenance and Management of the River Ridge Golf Club for the period from December 1, 1993, to November 30, 1998 ("First Agreement") and amended the First Agreement seven times; and

WHEREAS, on December 15, 1998, City and Operator entered into the Second Agreement for Operation, Maintenance and Management of the River Ridge Golf Club ("Second Agreement") for the period from December 1, 1998 to June 30, 2009 and amended the Second Agreement four times; and

WHEREAS, City and Operator agree that each party performed its duties under the First Agreement and amendments thereto, and the Second Agreement and amendments thereto; and

WHEREAS, City and Operator desire to enter into a Third Agreement for Operation, Maintenance and Management of the River Ridge Golf Club ("Third Agreement").

NOW, THEREFORE, City and Operator agree as follows:

1. Purpose of Agreement

On behalf of City, Operator agrees to operate, maintain and manage as a first quality operation at affordable prices the River Ridge Golf Club, including two eighteen hole golf courses, clubhouse, golf pro shop, snack bars, banquet facilities, driving range, starter operations, office space, driving range learning center, barbecue facility, temporary structures for storage of maintenance equipment and golf carts, and related facilities ("Golf Course"). A diagram of the Golf Course is attached hereto as Exhibit A and incorporated herein by this reference.

2. Project Manager

The Project Manager for the City shall be its City Manager or his or her designee. The Project Manager shall be the person generally responsible for administering and monitoring this Third Agreement on behalf of City.

3. Term

City hereby grants to Operator an exclusive agreement to operate, maintain and manage the Golf Course for a period of ten years, beginning July 1, 2009, and ending June 30, 2019.

4. Golf Course Business Plan

On or before April 1 of each year during the term of this Third Agreement, Operator shall submit for approval an annual Business Plan to the Project Manager. The annual Business Plan shall relate to the operation, maintenance, and management of 36 holes of golf and related activities. The annual Business Plan shall include a Golf Course and Facilities Maintenance Plan, a Marketing Plan, an Annual Operating Budget, and a Capital Improvements Plan, as described in Sections 12, 13, 15, and 16, respectively, herein. The annual Business Plan and all attachments thereto shall be prepared in reasonable detail and submitted in a format approved by the Project Manager

5. Specific Operator Services

Operator agrees to sell, rent, store, and repair golf equipment; sell golf-related clothing and supplies; provide instructional services and clinics in the playing of golf; rent golf carts; provide tournament services; operate, maintain and manage the clubhouse, restaurant, snack bars and banquet facilities; operate a driving range; maintain the Golf Course and related structures; provide starter services and marshalling, and perform any related services necessary to reasonably enhance the overall quality of the Golf Course.

6. Operator as Exclusive Manager

City hereby designates Operator as the exclusive manager of the Golf Course on behalf of the City. Operator hereby accepts such designation subject to the terms and conditions set forth in this Third Agreement. Operator shall have the responsibility, discretion, and authority to determine policies, procedures, standards of operation, special rights or privileges, programs, standards of service and maintenance affecting the Golf Course.

7. Course Manager

Operator shall provide a person to be an on-site Course Manager at the Golf Course. The Course Manager shall be available during customary working hours to meet with the Project Manager. After customary working hours, the Course Manager shall be reasonably available to appear at the Golf Course if deemed necessary by the Project Manager. The Course

Manager shall have full authority to act for Operator on all matters relating to the performance of services under this Third Agreement and shall be the principal contact person with the Project Manager.

8. Quality of Food and Beverage, Goods and Services

a. The primary mutual concern of City and Operator is to provide quality food and beverage, and goods and services to the public using the Golf Course. Operator agrees that all food and beverage, and goods and services provided by Operator shall be of the best quality and available at affordable prices.

b. The condition of the Golf Course and the operations, maintenance and management services provided by Operator shall be comparable to other similar first-class golf course operations and facilities.

9. Collection, Deposit, and Disbursement of Revenues

a. Operator shall collect all revenues from the operation of the Golf Course and deposit such revenues in an account established jointly by the City and Operator, as set out in Section 20 of this Third Agreement.

b. During each month that this Third Agreement is in effect, Operator shall pay all expenses incurred to operate the Golf Course, including all Capital Improvements Plan expenditures, from the revenues collected and deposited in the account established jointly by the City and Operator. As outlined in Section 20 of this Third Agreement, Operator will provide City a copy of the monthly bank statement showing revenues deposited and expenditures paid.

c. At the end of each Fiscal Year, City and Operator shall divide net receipts from operations as described in Exhibit B, attached hereto and incorporated herein by this reference. If this Third Agreement is not in effect throughout any given Fiscal Year on which such percentage of net receipts is calculated, net receipts will be divided based on the percentage representing the period during which this Third Agreement was in effect. As used in this Agreement, "Fiscal Year" shall mean the period beginning July 1 of any year and extending through June 30 of the following year.

10. Use of Golf Course

City hereby grants Operator the exclusive authority to operate, maintain and manage the Golf Course, which shall be used for Golf Course operations and related activities, and for no other purposes without prior written approval of the Project Manager.

11. Level of Maintenance

a. Operator shall provide services in accordance with the highest golf course industry-wide maintenance standards so as to achieve a desirable aesthetic level and playing

condition of the Golf Course. These maintenance standards may be modified from time to time as necessary by mutual agreement of the Project Manager and Operator.

b. Operator's maintenance services to the Golf Course shall include but not be limited to mowing, edging, trimming, overseeding, fertilizing, aerating, sodding, changing cups, servicing tees, top-dressing, repairing divots, raking traps, spraying, spot irrigating, syringing and renovating turf and other plantings, as well as providing weed, disease and pest control, tree maintenance, maintenance of hazards (sand traps and lakes) and the monitoring and maintaining of irrigation systems.

c. Operator shall provide maintenance services for other facilities such as the clubhouse, parking lot, golf cart maintenance area, equipment, restrooms, maintenance yard and tool sheds.

#### 12. Golf Course and Facilities Maintenance Plan

Operator's Golf Course and Facilities Maintenance Plan shall ensure that Operator satisfactorily provides the services required by Sections 11b and 11c herein. The Project Manager and the Course Manager shall meet monthly to discuss Operator's compliance with the Golf Course and Facilities Maintenance Plan.

#### 13. Marketing Plan

a. Operator's Marketing Plan shall include, but not be limited to, an overall marketing strategy for the Golf Course and related facilities, targeting markets, coordination of the implementation of programs, and all advertising, publicity and promotional activities for the Golf Course.

b. Operator shall reasonably promote and advertise the Golf Course using the name River Ridge Golf Club and the approved logo and logo colors. Operator shall develop all publicity material in a professional manner.

c. During the course of performance of this Third Agreement, Operator, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the City without the prior consent of the Project Manager. The Project Manager shall not unreasonably withhold such consent.

d. City reserves the right to require Operator to remove advertising and signs deemed to be inappropriate by the Project Manager.

#### 14. Financial Management and Internal Control

a. Operator shall maintain all books, records and other data associated with the financial affairs of the Golf Course, shall prepare all annual operating budgets, capital improvement budgets and other financial projections and forecasts, and shall be responsible to

manage the day-to-day financial affairs of the Golf Course consistent with the Business Plan approved by the City.

b. Subject to the Project Manager's approval, Operator agrees to develop, install and maintain reasonable and necessary accounting, operating and administrative controls governing the financial affairs of the Golf Course. Such controls shall provide checks and balances designed to protect the assets of the Golf Course, Operator and City, whether tangible or intangible in nature.

15. Annual Operating Budget

An Annual Operating Budget setting forth the projected costs and annual revenues associated with the operations, maintenance and management of the Golf Course shall be prepared by Operator and incorporated in the Business Plan submitted to the City in accordance with Section 4.

16. Capital Improvements Plan

A one-year Capital Improvements Plan including estimated costs of capital improvements within and to the Golf Course, facilities and buildings shall be prepared by Operator and incorporated in the Business Plan submitted to the City in accordance with Section 4. Operator will pay for the approved Capital Improvements from the account established jointly by the City and Operator. Capital Improvements Plan expenditures are not included in the operating expenditures and are not reflected in the annual Net Receipts. At the end of each Fiscal Year, Operator shall provide City a full accounting of actual Capital Improvements Plan expenditures. City shall reimburse Operator for approved actual Capital Improvements Plan expenditures.

17. Reallocation of Budgets

a. City agrees that the Annual Operating Budget and Capital Improvements Plan (collectively, the "Budgets") are intended to be reasonable estimates of Golf Course operations. Accordingly, Operator may make a written request to the Project Manager to increase these Budgets in an amount equal to three percent of the respective Budget to cover any expenditures that were unanticipated at the time of preparation of the Budgets but which are reasonable and necessary to carry out the provisions of this Third Agreement. The Project Manager shall respond within fourteen (14) days, granting or denying Operator's request. Operator is authorized to take all reasonable actions deemed necessary by Operator to implement, perform or cause the performance of the items set forth in these Budgets.

b. Operator may reallocate all or any portion of any amount budgeted with respect to any one item in any of the Budgets to another item budgeted therein. Operator shall not be deemed to have made any guarantee, warranty or representation whatsoever in connection with the Budgets. City acknowledges that the Budgets are intended only to be reasonable estimates of Golf Course operations.

18. Accounting Records and Reporting

a. Operator agrees to maintain efficient and accurate accounting records in a format acceptable to the Project Manager. Operator shall maintain a method of accounting in accordance with Generally Accepted Accounting Principles which accurately reflects the gross receipts and disbursements of Operator in connection with the Golf Course operations. The method of accounting established for the Golf Course operations shall be maintained separately from the accounting system used for any other business operated by Operator.

b. Operator shall submit to the Project Manager on or before the twentieth (20<sup>th</sup>) day following each month, a set of financial statements in accordance with Generally Accepted Accounting Principles showing the financial activities of Operator for the previous month and the Fiscal Year to date with a comparison of the results of operations and capital improvements against the Budgets and Business Plan.

19. Annual Financial Statements and Comprehensive Independent Audit

a. Operator shall submit to the Project Manager within one hundred and twenty (120) days after the close of each Fiscal Year, a set of financial statements for the Fiscal Year then ended.

b. Upon receipt of the annual financial statements submitted pursuant to Section 19a, City shall commission a comprehensive independent audit of Operator's financial statements. Such audit shall include a statement that Operator's financial statements were prepared in conformance with Generally Accepted Accounting Principles, and shall include a presentation of Operator's balance sheet, statement of revenues and expenses, and statement of cash flows, along with accompanying notes to the financial statements. The financial statements prepared by Operator shall also include an accounting of actual Capital Improvements Plan expenditures for the prior Fiscal Year.

20. Bank Accounts

a. City and Operator shall establish such bank accounts jointly as required for the operation, maintenance and management of the Golf Course and reconcile such bank accounts on a monthly basis to Operator's financial statements. A copy of the statement shall be provided to the Project Manager on a monthly basis. If the City has a material concern involving the Operator's financial operations or financial internal controls, it may freeze all activity in the bank accounts established jointly by the City and Operator until the concerns are resolved.

b. Upon termination of this Third Agreement, City and Operator will reconcile all revenues collected and expenses paid as set forth in Section 9 and Exhibit B of this Third Agreement. Operator shall pay City its percentage of net receipts within 30 (thirty) days of the termination date. City will commission a comprehensive audit of Golf Course operations within thirty (30) days of payment of net receipts as set forth in Exhibit B and Section 19b. Upon completion of the comprehensive financial audit, all bank accounts held jointly and established

under this Section 20 will be closed and any remaining funds in the accounts are determined to be retained earning of Operator and payable to the Operator.

21. Inspection of Records

a. The Project Manager retains the right to inquire into the operating transactions of the Golf Course at anytime. Upon fifteen (15) days' advance written notice of a detailed inquiry to Operator setting forth the time of inspection and records to be inspected, City or its authorized auditors and representatives shall have access to and the right to audit and reproduce any of Operator's records related to gross receipts and expenses, to the extent City deems necessary to ensure City is receiving all monies to which City is entitled under this Third Agreement or for other purposes relating to this Third Agreement.

b. Operator shall maintain and preserve all such records for a period of at least three years after termination of this Third Agreement. City agrees that Operator may dispose of the back-up close out sheet and tapes after three years. If Operator fails to make such records available within the City limits of City or at a mutually agreed upon place, Operator shall promptly reimburse City for all reasonable costs incurred in conducting the inspection at another location, including but not limited to expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

22. Fees

By November 1 of each Fiscal Year, Operator shall provide the Project Manager a proposed schedule of fees to collect from persons using the Golf Course. By December 1 of each Fiscal Year, the City Manager shall determine the actual fee schedule. The approved fee schedule shall become effective on January 1 of that Fiscal Year.

23. Condition and Ownership of Golf Course and Facilities

Operator agrees to accept the Golf Course and all facilities in an "as is" condition. During and after the term of this Third Agreement, City shall retain ownership of the Golf Course and all facilities constructed in the future.

24. Ownership of Equipment

For purposes of federal and state tax law, City and Operator agree that Operator is the "owner," of all equipment, furnishings, fixtures and inventory held for resale or rental, purchased by the Operator during the term of this Third Agreement.

25. Purchase of Equipment, Supplies and Materials by Operator

Operator shall have the responsibility and authority to purchase such equipment, operating supplies and materials, furnishings, and fixtures as Operator requires for the operation, maintenance and management of the Golf Course and consistent with the approved Business Plan.

26. Purchase of Equipment, Furnishings and Fixtures by City

At the termination of this Third Agreement, Operator shall give City the first right to purchase the equipment, furnishings, fixtures, inventory, materials and supplies used by Operator in the operations, maintenance and management of the Golf Course at a price to be agreed upon between City and Operator. The price shall be the then value of such equipment, furnishings, fixtures, inventory, materials and supplies as determined by a qualified appraiser selected by City and Operator. In the event an agreement cannot be reached as to selection of an appraiser, City and Operator shall each select an appraiser and the two selected shall each provide an independent appraisal. City and Operator agree that the average of the two independent appraisal results shall be the settlement price paid by the City. The costs and expenses of any appraisers shall be divided equally between City and Operator.

27. Hours of Operation

Operator shall open the Golf Course and facilities daily from sunrise to sunset to adequately serve the public utilizing the Golf Course. The specific hours of operation may vary with the seasons.

28. Repairs

Operator shall make, install, or cause to be installed, all necessary and proper repairs and replacements to the Golf Course in order to keep and maintain the Golf Course, equipment, furnishings, fixtures and all improvements in good working order.

29. Licenses, Permits, and Accreditations

a. Operator shall apply for, obtain, and maintain all licenses, permits and accreditations required in connection with the operation, maintenance and management of the Golf Course.

b. Operator agrees that, where required by law, the employees of Operator performing services under this Third Agreement shall possess the appropriate and currently valid licenses, certificates and accreditations.

30. Management Prerogatives

a. City hereby grants Operator all the prerogatives ordinarily accorded to management in the ordinary course of commerce, including, but not limited to, the collection of proceeds, the incurring of trade debts, the approval and payment of checks and the negotiating and signing of licenses and contracts. Operator shall have no prerogatives, without the prior written approval of the Project Manager, in each instance, to pledge the credit of City, to lease or otherwise grant, mortgage, pledge, sign, transfer, or convey any interest in any part of the Golf Course, any appurtenance thereto, or equipment or to affect any water rights or zoning related to the Golf Course.

b. Operator shall have the duty, responsibility, and authority to perform any act necessary to operate, maintain and manage the Golf Course in a manner consistent with good golf course management practices.

31. Employee Conduct

Operator agrees that its employees shall perform services in a courteous and business like fashion.

32. Subcontracting

Operator agrees to be responsible for the performance of any subcontractor. Operator agrees to ensure that the work or services performed by any subcontractor shall satisfy the terms of this Third Agreement. Operator agrees that no subcontract shall relieve Operator of any obligation under this Third Agreement.

33. Security

Operator agrees to provide security to safeguard all City property under the care of and used by Operator and to provide for the safety of patrons of the Golf Course.

34. Easements

Operator shall recognize all existing easements on the Golf Course and shall not obstruct their use subject to modification by City.

35. Cooperation Between Operator and City

City recognizes and acknowledges that Operator requires the assistance and cooperation of City in order to properly perform and fulfill Operator's obligations under this Third Agreement. City agrees to assist Operator, as necessary, to secure all permits or licenses that are within the jurisdiction and authority of City's various departments, agencies, officers, boards or commissions, and that are required in order for Operator to fulfill its obligations under this Third Agreement. City further agrees that the Project Manager shall have the responsibility to work with Operator to assure that Operator obtains the full cooperation and assistance of City subject to the terms of this Third Agreement and all applicable laws.

36. Indemnity

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

its agents, employees, subconsultants, consultants and other persons acting on Operator'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 operator or its agents, employees, subconsultants, consultants and other persons acting on Operator's behalf would be held strictly liable.

b. Operator'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 Operator is obligated to indemnify and hold harmless.

37. Insurance

a. Operator shall obtain and maintain during the performance of any services under this Third Agreement the insurance coverages as specified in Exhibit INS-B, 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 Operator obtain and maintain such insurance coverages.

b. Operator shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.

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

38. Bonds

a. Operator shall furnish the Risk Manager with a blanket fidelity bond in an amount not less than \$200,000, covering Operator's officers and employees. Operator shall maintain this bond in effect throughout the term of this Third Agreement.

b. Operator shall maintain in the name of both Operator and City a \$25,000 certificate of deposit to serve the purpose of a labor and materials bond to satisfy the claims of materials suppliers and laborers hired by Operator to construct improvements to the Golf Course.

c. Upon termination of this Third Agreement, Operator is relieved of bonding requirements set forth in this Section 38, and the certificate of deposit maintained in the names of both Operator and City shall revert to Operator.

39. Utilities

With the exception of the Victoria Lakes irrigation water, Operator agrees to pay for all utilities required to perform the services under this Third Agreement including gas, water, electricity, telephone services, wastewater and trash collection.

40. Default and Cure

If the City Manager determines that Operator has violated any term or condition of this Third Agreement, the City Manager shall notify Operator, in writing, of the defect or deficiency and shall give Operator not less than ten (10) days in which to cure the defect or deficiency. If Operator fails to cure to the defect or deficiency to the City Manager's satisfaction within ten (10) days, then City and Operator agree to follow the dispute resolution procedure provided in Section 41 herein.

41. Dispute Resolution Procedure

a. In the event a dispute exists after Operator alleges to have cured a defect or deficiency designated by the City Manager, City and Operator agree to submit the dispute to binding determination by a third person. City and Operator agree to request the Presiding Judge of the Superior Court, County of Ventura, State of California to provide a list of the names of three persons qualified under the circumstances to resolve the particular dispute. Both City and Operator may eliminate one person from such list, the remaining person shall resolve the dispute.

b. City and Operator agree that the person selected to resolve the dispute shall establish the procedures, rules, methods and processes by which the dispute shall be resolved and that City and Operator agree to cooperate with such person in good faith to ascertain the facts necessary to resolve the dispute. City and Operator agree that without mutual consent to extend time, this dispute resolution procedure shall conclude not more than thirty (30) days after its initiation.

42. Termination for Cause

Operator and City agree that if, at the conclusion of the dispute resolution procedure specified in Section 41 above, either Operator or City refuses or fails to comply with the decision of the person resolving the dispute then either Operator or City may terminate this Third Agreement upon sixty (60) days' notice, in writing, one party to the other as appropriate.

43. Liquidated Damages

a. If Operator's failure to perform results in the termination of this Third Agreement, Operator agrees to pay City the sum of \$50,000 in liquidated damages. City and Operator agree that this amount is reasonable in light of the anticipated or actual harm caused by Operator's failure to perform, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise providing for an adequate remedy.

b. If City's failure to perform results in the termination of this Third Agreement, City agrees to pay Operator the sum of \$50,000 in liquidated damages. City and Operator agree that this amount is reasonable in light of the anticipated or actual harm caused by City's failure to perform, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise providing for an adequate remedy.

44. Frustration of Purpose

At any time during the term of this Third Agreement, if the governing body of any political subdivision having competent jurisdiction over the Golf Course should enact any valid zoning ordinance, law or regulation which prohibits the use of the whole or a substantial part of the Golf Course for the purposes as provided in this Third Agreement, City agrees that Operator may elect, within one hundred twenty (120) days after the effective date of such ordinance, law or regulation, to cancel this Third Agreement. Any such cancellation and surrender shall act to release and discharge Operator from any further obligation under this Third Agreement.

45. Force Majeure

Operator and City agree that neither party shall be liable to the other party for any non-performance, in whole or in part, of its obligations under this Third Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to declared or undeclared war, sabotage, insurrection, riot or other act of civil disobedience, acts of a public enemy, acts of governments or agencies affecting the terms of this Third Agreement, labor disputes, shortages of fuel, accidents, fires, explosions, floods, earthquakes or other acts of God. In the event that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's non-performance shall not constitute a material breach hereof unless the party fails to make a reasonable attempt to resume full performance.

46. Insolvency

This Third Agreement shall terminate at the option of City upon Operator being adjudged as bankrupt or insolvent by any court or by Operator making an assignment for the benefit of creditors.

47. Patron Forms

Operator agrees to supply and have readily available at the Golf Course, at all times, appropriate forms for patrons to present their comments, criticisms, commendations or complaints regarding Operator's operation and maintenance of the Golf Course. On a regular basis, Operator shall provide the Project Manager with copies of such forms returned to Operator by patrons.

48. Independent Contractor

a. City and Operator agree that in the performance of the services, Operator shall be, and is, an independent contractor, and that Operator and its employees are not employees of City. Operator has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Operator.

b. Operator shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Operator's employees, agents, subcontractors and consultants,

including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Operator acknowledges that Operator and Operator's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to annual leave, reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

49. Operator Not Agent

Except as City may specify in writing, Operator, and its agents, employees, subcontractors and consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

50. Conflict of Interest

Operator shall promptly inform the Project Manager of any contract, agreement, arrangement, or interest that Operator may enter into or have during the performance of this Third Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Third Agreement and Operator's or Operator's clients' interest in land that might be affected by the services. Operator shall take such measures as are necessary in the performance of this Third Agreement to prevent actual or appearances of conflicts of interest.

51. Assignability of Third Agreement

a. Operator agrees that this Third Agreement contemplates personal performance by Operator and its owners and/or employees and is based upon a determination of such person's unique competence and experience and upon their specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Operator under this Third Agreement will be permitted only with the express written consent of the City Manager, which consent may be withheld for any reason.

b. City and Operator agree that if, at any time during the term of this Third Agreement, Carl A. Kanny or Otto Kanny, individually or collectively, are no longer actively involved in the operation, maintenance and management of the Golf Course, the City may terminate this Third Agreement upon ninety (90) days' advance written notice to Operator.

52. Successors and Assigns

Operator and City agree that this Third Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Operator and City.

53. Fair Employment Practices

a. Operator agrees that all persons employed by Operator shall be treated equally by Operator without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Operator agrees that, during the performance of this Third Agreement, Operator and any other parties with whom Operator may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Operator shall provide City staff with access to and, upon request by the Project Manager, provide copies of all of Operator's records pertaining or relating to Operator's employment practices, to the extent such records are not confidential or privileged under State or federal law.

54. Time of Essence

Operator and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Third Agreement.

55. Covenants and Conditions

Operator and City agree that each term and each provision of this Third Agreement to be performed by Operator shall be construed to be both covenant and a condition.

56. Governing Law

City and Operator agree that the construction and interpretation of this Third Agreement and the rights and duties of City and Operator hereunder shall be governed by the laws of the State of California.

57. Compliance with Laws

Operator agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Operator pursuant to this Third Agreement.

58. Severability

City and Operator agree that the invalidity in whole or in part of any provision of this Third Agreement shall not void or affect the validity of any other provision.

59. Waiver

City and Operator agree that no waiver of a breach of any provision of this Third Agreement by either Operator or City shall constitute a waiver of any other breach of the same provision or any other provision of this Third Agreement. Failure of either City or Operator to enforce at any time, or from time to time, any provision of this Third Agreement, shall not be construed as a waiver of such provision or breach.

60. Counterparts

City and Operator agree that this Third Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

61. Expenses of Enforcement

Operator and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Third Agreement.

62. Authority to Execute

a. City acknowledges that the Mayor has been duly authorized by City Council to execute this Third Agreement on behalf of City.

b. Operator acknowledges that the person executing this Third Agreement has been duly authorized by Operator to do so on behalf of Operator.

63. Notices

a. Any notices to Operator may be delivered personally or by mail addressed to 335 Poli Street, Ventura, California 93001, Attention: Carl A. Kanny.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: City Manager.

64. Amendment

City and Operator agree that the terms and conditions of this Third Agreement may be reviewed or modified at any time. Any modifications to this Third Agreement, however, shall be effective only when agreed to in writing by both City and Operator.

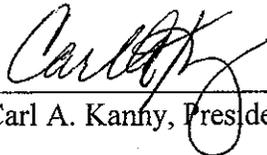
65. Entire Third Agreement

City and Operator agree that this Third Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supercedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

HIGH TIDE AND GREEN GRASS, INC.

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

  
\_\_\_\_\_  
Carl A. Kanny, President

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson,  
General Services Director

**EXHIBIT A**



River Ridge Golf Club



# River Ridge Golf Club



## EXHIBIT B

### ALLOCATION OF NET RECEIPTS AND LOSSES

At the end of each Fiscal Year, City and Operator shall divide the net receipts from operations in accordance with this Exhibit B.

#### 1. Gross Receipts

Except as otherwise specifically provided in this Agreement, the term "Gross Receipts" shall mean all receipts derived from all Golf Course operations. Specifically:

- a. The total amount of the sale price of all sales;
- b. The total amount charged or received for the performance of any act, service or employment, of whatever nature, for which a charge is made or credit allowed, whether or not such act, service, or employment is done as a part of or in connection with the sale of goods, wares or merchandise;
- c. All other receipts, including cash, credit and property of any kind or nature except as hereafter excluded;
- d. Any amount for which credit is allowed by the seller to the purchaser without any deduction there from on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses, or any other expense whatsoever;
- e. The amount of any federal manufacturers or importers excise tax included in the price of the property, whether or not the amount of such tax is stated as a separate charge.

#### 2. Excluded Receipts

The term "Gross Receipts" shall not include the following:

- a. Cash discounts taken on sales;
- b. The amount of any federal tax imposed on or with respect to retail sales, whether imposed upon the retailer or upon the consumer or purchaser, and whether or not the amount of the tax is stated as a separate charge;
- c. Any state, county, city and county, or city sales or use tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

d. That part of the sales price of any property accepted for resale which was previously sold to and returned by the purchaser to the seller, which is refunded by the seller either in cash, or as credit allowances given or taken in part payment on any other property;

e. Amounts collected for others where the reporting business is acting as agent or trustee, but not as sales agent, to the extent that such amounts are paid to those for whom collected; and

f. Receipts from golf lessons.

3. Gross Expenditures

The term "Gross Expenditures" shall mean all expenses incurred to operate the Golf Course, excluding Capital Improvement Plan expenditures and any payment to Operator pursuant to this Exhibit B.

4. Net Receipts

The term "Net Receipts" shall mean Gross Receipts less Gross Expenditures.

5. Distribution of Net Receipts

At the close of each Fiscal Year, Net Receipts shall be distributed as provided in the table set forth in Section 5a of this Exhibit B. Operator shall pay City its percentage by July 31<sup>st</sup> of each year. Upon completion of the annual comprehensive audit as outlined in Section 19 of this Third Agreement, City and Operator shall review the audit results to determine if any adjustments to the distribution of net receipts are required.

a.

<b>Net Receipts</b>	<b>City</b>	<b>HTGG</b>
The first \$1 to \$300,000	50%	50%
Then the next \$99,000 from \$301,000 to \$400,000	60%	40%
Then the next \$99,000 from \$401,000 to \$500,000	75%	25%
Then from \$501,000 and above	60%	40%

b. City or Operator may reopen negotiations on the formula set forth in this Section 5 if in any given Fiscal Year, either City or Operator realize less than \$100,000 or more than \$500,000 in payments using the formula set forth in this Section 5.

c. For any Fiscal Year during this Third Agreement the Net Receipts are negative, City and Operator will each be responsible for fifty percent (50%) of the loss.

**INSURANCE REQUIREMENTS FOR CONSULTANTS  
(WITHOUT 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 Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. 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 affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard  
Risk Manager  
Reference No. A-7188  
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 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. Consultant 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

7. All insurance standards applicable to 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.

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-B.doc

# 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 <b>A</b> SPECIFY COMPANY NAMES IN THIS SPACE
		COMPANY LETTER <b>B</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 HEREON IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS	
<b>CERTIFICATE HOLDER</b> City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. Third 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

ATTACHMENT NO. 1  
PAGE 23 OF 25

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

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_

ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER \_\_\_\_\_

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_  
 Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
 LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

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

NAMED INSURED \_\_\_\_\_

Deductible  Self-Insured  
 Retention (check which) of \$ \_\_\_\_\_  
 with an Aggregate of \$ \_\_\_\_\_  
 coverage.  Per Occurrence

**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:

**TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS \_\_\_\_\_

**GENERAL LIABILITY**

- COMMERCIAL GENERAL LIABILITY
- COMPREHENSIVE GENERAL LIABILITY
- OWNERS & CONTRACTORS PROTECTIVE

- Claims Made  
Retroactive Date \_\_\_\_\_
- Occurrence

**OTHER PROVISIONS**

**COVERAGES**

**LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE \_\_\_\_\_ AGGREGATE \_\_\_\_\_

- GENERAL
- PRODUCTS/COMPLETED OPERATIONS
- PERSONAL & ADVERTISING INJURY
- FIRE DAMAGE
- \_\_\_\_\_
- \_\_\_\_\_

Underwriter's representative for claims pursuant to this insurance.

**CLAIMS:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_

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

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

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**  
 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 \_\_\_\_\_

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

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_

ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER \_\_\_\_\_

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_  
 Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
 LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

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

NAMED INSURED \_\_\_\_\_

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

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

CITY AGREEMENTS/PERMITS \_\_\_\_\_

**TYPE OF INSURANCE**

- 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 etc, Insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
  - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

**ENDORSEMENT HOLDER**

CITY OF OXNARD

Attn: Risk Manager

Reference No. \_\_\_\_\_

300 W. Third 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 \_\_\_\_\_

( )

( )