



Meeting Date: 05/04/10

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: James Cameron *J.C.* Agenda Item No. I-3

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *J.C.* Other (Specify) _____

DATE: April 27, 2010

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department *James Cameron*

SUBJECT: Agreement with Mayer Hoffman McCann P.C. for Financial Audit Services

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the agreement with Mayer Hoffman McCann P.C. in the amount of \$275,859 to provide financial audit services for three years, with the option of two one year extensions.

DISCUSSION

The Finance Department requested proposals for the fiscal years 2009-2010, 2010-2011, and 2011-2012 financial audit services. The request for proposals included audit services for Riverpark JPA, High Tide and Green Grass, and Measure "O", as well as the standard annual audits for the City, CDC and single audit. Nine proposals were received and reviewed.

The Review Committee, composed of the Chief Financial Officer, the Budget Manager, the Accounting Manager, and the City of Oxnard Housing Authority's Accounting Manager, selected the top three (3) audit firms – Mayer Hoffman McCann P.C. (MHM), Macias Gini O'Connell LLP (MGO) and Diehl Evans & Company LLP to be interviewed. These three firms were all qualified and experienced in governmental audit.

MHM is recommended based on a combination of the quality of their audit approach and fee structure. MHM has been our auditor for the last six years and has been very responsive to our requirements. New members have been added to the audit team that will provide a new perspective on the audit. In addition, MHM is the auditor for the Housing Authority, which will provide a seamless transfer of audit information.

Agreement with Mayer Hoffman McCann P.C.
April 27, 2010
Page 2

FINANCIAL IMPACT

The cost of the three year contract of \$275,859 is included in the annual budget and is less than prior years. Fund 101-1601-801-8203 will be the major account charged as well as appropriate accounts for the individual audit and financial services.

Attachment #1: Agreement with Mayer Hoffman McCann P.C.

AGREEMENT FOR ACCOUNTING SERVICES

This Agreement for Accounting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 1st day of June, 2010, by and between the City of Oxnard, a municipal corporation (“City”), and the Oxnard Community Development Commission (collectively “City”), and Mayer Hoffinan McCann P.C. (“Auditor”).

WHEREAS, City desires to hire Auditor to audit the basic financial statements under GASB 34 as of and for three fiscal years 2009-2010, 2010-2011, and 2011-2012 and perform other auditing services for City; and

WHEREAS, Auditor represents that Auditor and/or Auditor’s personnel have the qualifications and experience to properly perform such services and have prior knowledge of City financial operation:

NOW, THEREFORE, City and Auditor hereby agree as follows:

1. Scope of Services

Auditor shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Auditor may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Auditor agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Auditor from rendering any services for Auditor’s own account or to any other person or entity as Auditor in its sole discretion shall determine. Auditor agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the Chief Financial Officer, subject to the direction of the City Manager or designee.

6. Place of Work

Auditor shall perform the services provided for in this Agreement at any place or location and at such times as the Auditor shall determine.

7. Correction of Errors

Auditor agrees to correct, at its expense, all errors which may be disclosed during review of Auditor's services. Should Auditor fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Auditor.

8. Time for Performance

For one fiscal year, Auditor shall complete all services by November 15, 2010, November 15, 2011 and November 15, 2012. City agrees to amend the performance termination date whenever Auditor is delayed by action or inaction of City and Auditor promptly notifies Chief Financial Officer of such delays.

9. Principal in Charge

Auditor hereby designates Benjamin P. Reyes as its principal-in-charge and person responsible for necessary coordination with Chief Financial Officer.

10. Permits, Licenses, Certificates

Auditor, at Auditor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

City shall cooperate with Auditor as may be reasonably necessary for Auditor to perform its services. Chief Financial Officer agrees to provide direction to Auditor as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on June 1, 2010, and expire on December 31, 2012, with the option of two one year extensions, subject to the annual review and recommendation of the Finance Department, the satisfactory negotiation of terms and the annual availability of an appropriation.

13. Termination

a. This Agreement may be terminated by City if Chief Financial Officer notifies Auditor, in writing, of Chief Financial Officer's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Auditor in full for all amounts due Auditor as of the effective date of

termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Auditor if Auditor notifies Chief Financial Officer, in writing, of Auditor's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Auditor have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Auditor in an amount not to exceed \$91,039 for services provided under this Agreement for fiscal year 2009-2010 as follows: \$54,184 for audit of City's Comprehensive Annual Financial Report, \$11,558 for a Single Audit Report, \$7,953 for audit of Oxnard Community Development Commission Financial Statements, \$10,574 for audit of High Tide Green Grass Financial Statements, \$0 for a GANN Appropriation Limit Agreed Upon Procedures Report, \$1,942 for audit of Riverpark JPA Financial Statements and \$4,828 for Measure "O" Agreed Upon Procedures Report.

b. City agrees to pay Auditor in an amount not to exceed \$91,950 for services provided under this Agreement for fiscal year 2010-2011 as follows: \$54,726 for audit of City's Comprehensive Annual Financial Report, \$11,674 for a Single Audit Report, \$8,033 for audit of Oxnard Community Development Commission Financial Statements, \$10,680 for audit of High Tide Green Grass Financial Statements, \$0 for a GANN Appropriation Limit Agreed Upon Procedures Report, \$1,961 for audit of Riverpark JPA Financial Statements and \$4,876 for Measure "O" Agreed Upon Procedures Report.

c. City agrees to pay Auditor in an amount not to exceed \$92,870 for services provided under this Agreement for fiscal year 2011-2012 as follows: \$55,273 for audit of City's Comprehensive Annual Financial Report, \$11,791 for a Single Audit Report, \$8,113 for audit of Oxnard Community Development Commission Financial Statements, \$10,787 for audit of High Tide Green Grass Financial Statements, \$0 for a GANN Appropriation Limit Agreed Upon Procedures Report, \$1,981 for audit of Riverpark JPA Financial Statements and \$4,925 for Measure "O" Agreed Upon Procedures Report.

d. The acceptance by Auditor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Auditor for anything completed, finished or relating to Auditor's services.

e. Auditor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Auditor or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Auditor, its employees, subcontractors, agents and subconsultants.

f. Auditor shall provide Chief Financial Officer with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

g. If any sales tax is due for services performed by Auditor or materials or products provided to City by Auditor, Auditor shall pay the sales tax. City shall not reimburse Auditor for sales taxes paid by Auditor.

15. Method of Payment

a. City agrees to pay Auditor monthly upon satisfactory completion of the services and upon submission by Auditor of an invoice delineating the services performed, in a form satisfactory to Chief Financial Officer. The invoice shall identify services by project as specified by Chief Financial Officer.

b. Auditor agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Auditor shall provide Chief Financial Officer with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Auditor in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Auditor, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Auditor. Auditor shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Auditor in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Auditor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Auditor's services beyond the current fiscal year, this Agreement shall cover payment for Auditor's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Auditor agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Auditor as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Chief Financial Officer.

b. At City's request, City shall be entitled to immediate possession of, and Auditor shall furnish to Chief Financial Officer within ten days, all of the documents and materials. Auditor may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Auditor, shall be at City's sole risk and without liability or legal exposure to Auditor. City agrees to hold Auditor harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Auditor consents in writing to such reuse.

19. Maintenance and Inspection of Records

Auditor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Auditor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Auditor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Auditor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Auditor under this Agreement shall be confidential and shall not be made available to any third person or organization by Auditor without prior written approval of the Chief Financial Officer.

21. Indemnity

Auditor 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 out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Auditor related to this Agreement as performed by Auditor or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Auditor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

22. Insurance

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

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

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

23. Independent Contractor

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

b. Auditor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Auditor's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Auditor acknowledges that Auditor and Auditor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to 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.

24. Auditor Not Agent

Except as Manager may specify in writing, Auditor, and its agents, employees, subcontractors and subconsultants 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.

25. Conflict of Interest

Auditor shall promptly inform Manager of any contract, agreement, arrangement, or interest that Auditor may enter into or have during the performance of this 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 Agreement and Auditor's or Auditor's clients' interest in land that might be affected by the services. Auditor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

Auditor agrees that this Agreement contemplates personal performance by Auditor and is based upon a determination of Auditor's personnel's unique competence, experience and

specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Auditor under this Agreement will be permitted only with the express written consent of Chief Financial Officer, which consent may be withheld for any reason.

27. Successors and Assigns

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

28. Fair Employment Practices

a. Auditor agrees that all persons employed by Auditor shall be treated equally by Auditor 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. Auditor agrees that, during the performance of this Agreement, Auditor and any other parties with whom Auditor 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. Auditor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

29. Force Majeure

Auditor and City agree that neither City nor Auditor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

Auditor and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Auditor's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Auditor 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 Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

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

40. Notices

a. Any notices to Auditor may be delivered personally or by mail addressed to Mayer Hoffman McCann P.C., 5060 California Avenue, Suite 800, Bakersfield, California 93309, Attention: Benjamin P. Reyes.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Finance Department, 300 West Third Street, Oxnard, California 93030, Attention: James Cameron, Chief Financial Officer.

41. Amendment

City and Auditor agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Auditor.

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Thomas E. Holden, Mayor

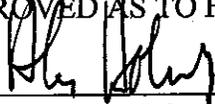
Benjamin P. Reyes
Mayer Hoffman McCann P.C.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



James Cameron, Chief Financial Officer

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

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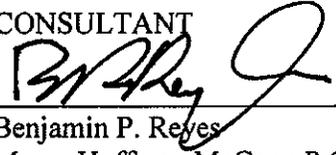
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CITY OF OXNARD

CONSULTANT

Thomas E. Holden, Mayor



Benjamin P. Reyes
Mayer Hoffman McCann P.C.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

James Cameron, Chief Financial Officer

EXHIBIT A

SCOPE OF SERVICES

A. Financial Statement Audit

1. The auditor will provide services related to the audit of the City's basic financial statements and its component units, Community Development (CDC), and City of Oxnard Financing Authority.
2. The auditor will provide services related to the audit of High Tide and Green Grass financial statements.
3. The auditor will provide services related to the audit of Riverpark Joint Power Authority's financial statements.
4. The auditor will provide services related to the audit of the City's Measure "O" funds.
5. The auditor will also perform audit procedures with respect to the City's major federal programs in accordance with the provisions of OMB Circular A-133.
6. The financial and compliance audit will involve all the City's funds and accounts. The auditor is required to analyze and apply audit procedures to the supplementary information in order to comply with reporting requirements as prescribed by applicable regulatory specifications.
7. The auditor will conduct an exit conference with the City's representatives.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2010

PRODUCER CBIZ-Columbia 7160 Columbia Gateway Drive Suite 303 Columbia, MD 21046	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.	
	INSURED Mayer Hoffman McCann P.C. 11440 TOMAHAWK CREEK PARKWAY LEAWOOD, KS 66211	INSURERS AFFORDING COVERAGE
	INSURER A: Hartford Casualty Inc Co	54219
	INSURER B: The Hartford	54219
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	42SBABU2483	09/01/09	09/01/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPIOP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	42SBABU2483	09/01/09	09/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	42SBABU2483	09/01/09	09/01/10	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	42WECTK9683	09/01/09	09/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Agreement No. 5068-10-FN

Certificate Holder is an additional insured under the Commercial General Liability coverage as per written contract. *General Liability- Primary/NonContributory. *Waiver of (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Attn: Risk Manager Reference No. _____ 300 West Third Street, Suite 302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE CBIZ Insurance Services, Inc.
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Subrogation included.