



Meeting Date: 12/14/10

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: Alan Holmberg, City Attorney Agenda Item No. I-1

Reviewed By: [Signature] City Manager [Signature] City Attorney SME Finance [Signature] Other (Specify) \_\_\_\_\_

**DATE:** December 1, 2010  
**TO:** City Council  
**FROM:** Alan Holmberg, City Attorney  
City Attorney

**SUBJECT:** Third Amendment to Agreement for Special Counsel on Water Issues

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a Third Amendment to an Agreement with Brownstein, Hyatt Farber and Schreck ("Brownstein") (Agreement No. 4303-07-CA) extending the term of the Agreement for a period not to exceed three months until March 1, 2011, and increasing the amount in the sum not to exceed \$50,000 for a total amount of \$399,000.

**DISCUSSION**

The Third Amendment would extend the City's agreement with Brownstein for three months. As described below, Brownstein provides services to the City in connection with the City's water program and issues.

The City Attorney's office, in conjunction with the Public Works Department, disseminated on November 5, 2010, a Request for Qualifications Based Proposals to a number of law firms and published the availability of the Request for Qualification through the City Attorney's Department of the League of California Cities to hundreds of municipal attorneys throughout the state. Twelve (12) responses have been received. They presently are being evaluated. Staff will return to the City Council with a recommendation concerning a long term agreement during the three month extension period.

In the interim, however, it is important that services continue to be provided. The firm is involved in negotiations with Calleguas Municipal Water District for use of the now empty Calleguas Salinity Management Pipeline to transport recycled water to agricultural areas. The services also include acting as the City's legal representative in connection with the GREAT program, negotiating and drafting agreements for the sale, delivery storage and injection of recycled water, assisting with environmental review, regulatory compliance efforts, attending meetings of the United Water Conservation District and the Fox Canyon Groundwater Management Agency on behalf of the City on a regular basis and other matters. The services include participation and development of local water management policy,

extensive involvement in the 2030 General Plan process as far as water issues are concerned, and negotiating water issues with potential developers. The services also include coordinating the efforts of expert consultants Worley Parsons concerning investigation of groundwater contamination, as well as coordinating with Frank Brommenschenkel and Associates, subconsultants who also represent the City in interfacing with the Fox Canyon Groundwater Management Agency, United Water Conservation District, irrigation operators and mutual water companies. The existing Agreement includes a cost allocation of \$68,000 for Worley Parsons and an allocation of approximately \$1,200 per month for the services of Frank Brommenschenkel. A budget showing the proposed services under the Third Amendment and the cost is attached.

### **FINANCIAL IMPACT**

Funding is available for the cost of the Third Amendment in the amount of \$50,000 in water fund account 601-6010-842-8204.

- Attachment #1 – Third Amendment
- #2 – Proposed Scope and Monthly Budget
- #3 – Agreement
- #4 – First Amendment
- #5 – Second Amendment

Note: Attachment #3 has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Thursday prior to the Council meeting and in the City Clerk's Office after 8:00 a.m. on Monday prior to the Council meeting.

**THIRD AMENDMENT TO ATTORNEY SERVICES AGREEMENT**

This Third Amendment to Attorney Services Agreement ("Third Amendment") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Brownstein Hyatt Farber Schreck LLP, engaged in the practice of law in the State of California, ("Special Counsel").

WHEREAS, on or about December 2007, City and Special Counsel entered into an Attorney Services Agreement 4303-07-CA ("Agreement"), which became effective January 1, 2008, to represent City's interests and to provide legal advice and services to City in a variety of legal matters as determined by the City Attorney ("City Attorney"); and

WHEREAS, that agreement was amended through a letter amendment in April 2009; and

WHEREAS, that agreement was amended by a Second Amendment on July 15, 2010; and

WHEREAS, City and Special Counsel enter into this Third Amendment to clarify and amend certain terms of the Agreement, as provided herein.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

Section 1. Paragraph 1 of the Agreement is amended and replaced in its entirety as follows:

**1. Scope of Services**

1. GREAT Program Support. Monthly activity includes participation in the following meetings: GREAT Program regional water purveyors "Managers' Meeting", an internal city staff project coordination meeting, and usually one other meeting with stakeholders, or intended end-users of GREAT Program recycled water. Two recycled water related agreements will require attention in the first quarter of 2011: the Seawater Intrusion Barrier Pilot Program Agreement and a Master Recycled Water Delivery Agreement, both involving United Water Conservation District. The former is almost complete and ready for Council action. The later must be drafted based upon a term sheet that is near completion. Budget estimate: 10-20 hours per month.

2. Regional Water Policy. Monthly activity includes participation in the following meetings: Fox Canyon Groundwater Management Agency (GMA) "M&I Providers Committee;" GMA "Strategic Advisory Committee;" and the GMA monthly board meeting. The GMA is currently focused on developing a new policy toward accumulation and use of groundwater credits. The City has a significant interest in this policy and has taken a very active role in its development, including the drafting of a credit policy applicable to the City and other municipal & industrial water users within the GMA. Budget estimate: 10-15 hours per month.

3. Assist with water issues in the 2030 General Plan and the South Shore Specific Plan; drafting portions of the South Shore Specific Plan project Development Agreements and in advising staff on water supply related issues. Based on recent discussions and meetings with City staff, I also anticipate activity on three other projects.

4. Assist in preparation of Port Hueneme Water Sharing Agreement with the City; update of the City's imported water purchase agreement with Calleguas Municipal Water District; and City water service to the Harbor area. Budget estimate: 5-15 hours per month.

Section 2. Paragraph 8 of the Agreement is amended and replaced in its entirety as follows:

**8. Term of Agreement**

The term of this Agreement shall end on March 31, 2011, unless otherwise terminated pursuant to the Agreement.

Section 3. Paragraph 10(a)(2) of the Agreement is amended and replaced in its entirety as follows:

**10. Compensation and Reimbursement**

a. Compensation

(2) The total compensation available to compensate Special Counsel shall not exceed \$50,000 during the term of this Third Amendment, for a total not to exceed \$399,000.

CITY OF OXNARD

SPECIAL COUNSEL

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

By \_\_\_\_\_  
Robert J. Saperstein  
Brownstein Hyatt Farber Schreck LLP

ATTEST:

By \_\_\_\_\_  
Daniel Martinez, City Clerk

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
8/18/2010

**PRODUCER**  
IMA of Colorado, Inc.  
1550 17th Street, Suite 600  
Denver, CO 80202  
303 534-4567

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.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Brownstein Hyatt Farber Schreck, LLP  
410 17th Street, Suite 2200  
Denver, CO 80202

INSURER A:	Nat'l Fire Ins Co Hartford(CNA)	A XV
INSURER B:	Continental Casualty Co (CNA)	A XV
INSURER C:	Valley Forge Ins Co. (CNA)	A XV
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2099375262	08/11/10	08/11/11	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
C	AUTOMOBILE LIABILITY	4020528970	08/11/10	08/11/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
GARAGE LIABILITY		OTHER THAN EA ACC \$			
<input type="checkbox"/> ANY AUTO		AGG \$			
B	EXCESS LIABILITY	4020528984	08/11/10	08/11/11	EACH OCCURRENCE \$10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$10,000,000
	DEDUCTIBLE \$				\$
<input checked="" type="checkbox"/> RETENTION \$10000		\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4020528936 4020528953 - CA *All Other States	01/10/10 01/10/10	01/10/11 01/10/11	<input checked="" type="checkbox"/> IWC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
OTHER					

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

The City of Oxnard is included as Additional Insured on the General and Automobile Liability Policies if required by written contract or agreement subject to the policy terms and conditions.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED/INSURER LETTER:</b>	<b>CANCELLATION</b> 10 Days for Non-Payment
City of Oxnard Attn: Lynn Bennett Office Risk Manage 300 West Third Street Oxnard, CA 93030		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HDLOER NAMED TO THE LEFT, BUT FAILURE TDDO SOSHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

## 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.

Brownstein Hyatt Farber Schreck, LLP.  
209375262 8/11/2010-8/11/2011



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

**SCHEDULE**

<p><b>Name Of Person Or Organization:</b></p> <p>City of Oxnard  Risk Manager  300 W. 3rd St., Suite 302, Oxnard, CA 93030</p>
<p>* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.</p>

The following is added to Paragraph C. **Who Is An Insured:**

- 4. Any person or organization shown in the Schedule is also an insured, but only with respect to "bodily injury," or "property damage" or "personal and advertising injury" arising out of your ongoing operations or premises owned by or rented to you.

ATTACHMENT NO. 1  
PAGE 6 OF 6

## Proposed Scope and Monthly Budget for Special Counsel Services

### General Scope of Services

The following monthly budget is intended to maintain the continuity and scope of special counsel legal services currently provided to the City Attorney, Public Works and Development Services Departments. In general, the services currently provided include the following (essentially the full scope covered within the recently published "Request for Qualification"):

1. Participate as the legal representative on the team assigned to implement the City's Groundwater Recovery Enhancement and Treatment Program ("GREAT Program"). Such services include negotiating and drafting agreements for the sale, delivery, storage or subsurface injection of recycled water; assisting with environmental review, regulatory and permitting compliance efforts; drafting and negotiating policy and approval documents to ensure the City obtains sufficient groundwater pumping rights in exchange for recycled water deliveries; and such other matters as may be assigned by the City's GREAT Program team leader or City Attorney.
2. Monitor and participate in development of local water management policy which may impact the reliability or integrity of the City water supplies, primarily including activities of the Fox Canyon Groundwater Management Agency and United Water Conservation District. Monitor and advise the City on statewide water policy and legal matters that may impact reliability and integrity of the City's imported water supplies.
3. Support the City Attorney, the Development Services Department, and Public Works Department in negotiating and drafting of development agreements, water supply assessments and compliance with the California Environmental Quality Act, on matters related to the City water and wastewater infrastructure and resource management.

### Detailed Activity and Estimated Budget

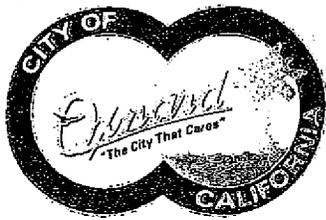
1. GREAT Program Support (direct). Monthly activity includes participation in the following meetings (usually 1 each per month): GREAT Program regional water purveyors "Managers' Meeting" (chaired by United Water Conservation District (UWCD) General Manager), an internal city staff project coordination meeting, and usually one other meeting with stakeholders, or intended end-users of GREAT Program recycled water. Two recycled water related agreements will require attention in the first quarter of 2011: the Seawater Intrusion Barrier Pilot Program Agreement and a Master Recycled Water Delivery Agreement, both involving UWCD. The former is almost complete and ready for Council action. The later must be drafted based upon a term sheet that is near completion. Budget estimate: 10-20 hours per month.
2. Regional Water Policy. Monthly activity includes participation in the following meetings (usually 1 each per month): Fox Canyon Groundwater Management Agency (GMA) "M&I Providers Committee," GMA "Strategic Advisory Committee;" and the GMA monthly board meeting. The GMA is currently focused on

developing a new policy toward accumulation and use of groundwater credits. The City has a significant interest in this policy and has taken a very active role in its development, including the drafting of a credit policy applicable to the City and other municipal & industrial water users within the GMA. Budget estimate: 10-15 hours per month.

3. **Special Projects.** In the first quarter of 2011, I anticipate that the City will consider the 2020 General Plan and the South Shore Specific Plan. I have had ongoing participation in drafting portions of the South Shore Specific Plan project Development Agreements and in advising staff on water supply related issues. Based on recent discussions and meetings with City staff, I also anticipate activity on three other projects: a) Port Hueneme Water Agency water sharing agreement with the City; b) update of the City's imported water purchase agreement with Calleguas Municipal Water District; and c) City water service to the Harbor area. Budget estimate: 5-15 hours per month.

Estimated monthly budget:

<b>Task</b>	<b>Hours</b>	<b>Budget</b>
GREAT Program	10 - 20	\$3,250 - \$6,500
GMA Water Policy	10 - 15	\$3,250 - \$4,875
Special Projects	5 - 15	\$1,625 - \$4,875
<b>TOTAL</b>	<b>25 - 50</b>	<b>\$8,125 - \$16,250</b>



Office of the City Attorney  
300 West Third Street, Suite 300 • Oxnard, CA 93030  
(805) 385-7483 • Fax (805) 385-7423

April 10, 2009

Robert J. Saperstein  
Brownstein Hyatt Farber Schreck, LLP  
21 East Carrillo Street  
Santa Barbara, CA 93101

Re: Amendment to Attorney Services Agreement – Agreement No. 4303-07-CA

Dear Mr. Saperstein:

Based on your email dated April 6, 2009, please be advised that this letter amends the attorney services agreement effective January 1, 2008, between your law firm and the City of Oxnard. The amendments are as set forth herein:

A. Paragraph 10a(1) Compensation and Reimbursement is amended to read as follows:

"10. Compensation and Reimbursement

a. Compensation

(1) City agrees to pay for all services provided by attorneys under this Agreement at the following hourly rates:

Steve Amerikaner	\$325	Christine Frahm	\$325
Aaron Baker	\$200	Steven L. Hoch	\$325
Alexandra Barnhill	\$270	Russell McGlothlin	\$270
Paul Bauer	\$270	Liz Rothman	\$325
Peter M. Brown	\$325	Robert J. Saperstein	\$325"
Morgan Evans	\$200		

ATTACHMENT NO. 4

PAGE 1 OF 2

B. Paragraph 14a Approved Attorneys is amended to read as follows:

"14. Approved Attorneys

a. Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City:

Steve Amerikaner  
Aaron Baker  
Alexandra Barnhill  
Paul Bauer  
Peter M. Brown  
Morgan Evans

Christine Frahm  
Steven L. Hoch  
Russell McGlothlin  
Liz Rothman  
Robert J. Saperstein"

With this amendment the agreement should accurately reflect the arrangement between your firm and the City for legal services. Thanks for your fine work on behalf of Oxnard.

If you require any further information regarding this matter, please contact me at (805) 385-7483. Thank you.

Best regards,



Alan Holmberg  
City Attorney

cc: City Clerk

**SECOND AMENDMENT TO ATTORNEY SERVICES AGREEMENT**

This Second Amendment to Attorney Services Agreement ("Second Amendment") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Brownstein Hyatt Farber Schreck LLP, engaged in the practice of law in the State of California, ("Special Counsel").

WHEREAS, on or about December 2007, City and Special Counsel entered into an Attorney Services Agreement 4303-07-CA ("Agreement"), which became effective January 1, 2008, to represent City's interests and to provide legal advice and services to City in a variety of legal matters as determined by the City Attorney ("City Attorney"); and

WHEREAS, that agreement was amended through a letter amendment in April 2009; and

WHEREAS, City and Special Counsel enter into this Second Amendment to clarify and amend certain terms of the Agreement, as provided herein.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

Section 1. Paragraph 1 of the Agreement is amended and replaced in its entirety as follows:

**1. Scope of Services**

a. Special Counsel is hereby retained as special counsel for City to perform such legal services as provided in this paragraph.

i.) In coordination with city staff and the City Attorney, participate as the legal representative on the team assigned to implement the City's Groundwater Recovery Enhancement and Treatment Program ("GREAT Program"). Such services include negotiating and drafting agreements for the sale, delivery, storage or subsurface injection of recycled water; assisting with environmental review, regulatory and permitting compliance efforts; drafting and negotiating policy and approval documents to ensure City obtains sufficient groundwater pumping rights in exchange for recycled water deliveries; and such other matters as may be assigned by the City's GREAT Program team leader or City Attorney.

ii.) Monitor and participate in development of local water management policy which may impact the reliability or integrity of the City water supplies, primarily including activities of the Fox Canyon Groundwater Management Agency and United Water Conservation District. Monitor and advise City on statewide water policy and legal matters that may impact reliability and integrity of the City's imported water supplies.

iii.) Coordinate the efforts of WorleyParsons (expert consultants) with respect to the identification, investigation and remediation of soil and groundwater contamination at selected locations in the region which might present a threat to City water supply sources.

iv.) Coordinate the efforts of Frank Brommenschenkel & Associates (expert

consultants) with respect to their work in assisting the City with implementation of aspects of the GREAT Program.

v.) Support City Attorney, the Development Services Department, and Public Works Department in negotiating and drafting of development agreements, water supply assessments and compliance with the California Environmental Quality Act, on matters related to the City water and wastewater infrastructure and resource management.

b. Special Counsel shall regularly discuss and review with the City Attorney and other city designees Special Counsel's strategy and implementation of the above scope of work.

c. Special Counsel agrees to use the expertise of City staff in lieu of outside experts whenever feasible and practical.

d. If Special Counsel intends to assign other special counsels to assist the primary Special Counsel, Special Counsel shall notify the City Attorney in advance. Only those special counsels assigned and approved in advance by the City Attorney may work on cases or matters.

e. The City Attorney may assign to Special Counsel additional matters as determined by the City Attorney.

Section 2. Paragraph 8 of the Agreement is amended and replaced in its entirety as follows:

**8. Term of Agreement**

The term of this Agreement shall commence on January 1, 2010 and continue to December 31, 2010, unless otherwise terminated pursuant to the Agreement.

Section 3. Paragraph 10(a) of the Agreement is amended and replaced in its entirety as follows:

**10. Compensation and Reimbursement**

a. Compensation

(1) City agrees to pay for all services provided by attorneys under this Agreement at the following hourly rates:

Robert J. Saperstein	\$325	Russell McGlothlin	\$270
Peter M. Brown	\$325	Elisabeth Rothman	\$325
Steven L. Hoch	\$325	Alexandra Barnhill	\$270
Christine Frahm	\$325	Courtney Davis	\$200

(2) The total compensation available to compensate Special Counsel

shall not exceed \$249,000 during the term of this Second Amendment. The total compensation is based upon an estimated allocation between Special Counsel and the expert consultants described in paragraph 1(a) approximately as follows: a) WorleyParsons - \$55,000.00; b) Frank Brommenschenkel & Associates - \$26,000.00; and c) Special Counsel \$168,000.00.

Section 4. Paragraph 14 of the Agreement is amended and replaced in its entirety as follows:

**14. Approved Attorneys**

Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City:

Robert J. Saperstein  
Peter M. Brown  
Christine Frahm  
Steven L. Hoch

Courtney Davis  
Alexandra Barnhill  
Elisabeth Rothman  
Russell McGlothlin

CITY OF OXNARD

By Bruce E. Vandy Jr  
James Cameron  
Purchasing Agent

SPECIAL COUNSEL

By [Signature]  
Robert J. Saperstein  
Brownstein Hyatt Farber Schreck LLP

APPROVED AS TO FORM AND CONTENT

By [Signature]  
Alan Holmberg  
City Attorney

APPROVED AS TO INSURANCE

By [Signature]  
James Cameron  
Risk Manager

APPROVED AS TO AMOUNT

[Signature]  
Edmund F. Sotelo  
City Manager

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 1/18/2010
<b>PRODUCER</b> IMA of Colorado, Inc. 1550 17th Street, Suite 600 Denver, CO 80202 303 534-4567	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.	
<b>INSURED</b> Brownstein Hyatt Farber Schreck, LLP 410 17th Street, Suite 2200 Denver, CO 80202	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: <b>Travelers Indemnity Company</b> INSURER B: <b>Valley Forge Ins Co (CNA)</b> 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	16805332H518T1A08	08/11/09	08/11/10	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	BA5299H97208SEL	08/11/09	08/11/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" 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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY	ISFCUP1220Y800IND0	08/11/09	08/11/10	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
B	WRKRS COMPENSATION AND EMPLOYERS' LIABILITY	4020528936*	01/10/10	01/10/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		4020528953 - CA *All Other States	01/10/10	01/10/11	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

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

The City of Oxnard is included as Additional Insured on the General and Automobile Liability Policies if required by written contract or agreement subject to the policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Oxnard Attn: Lynn Bennett Office Risk Manage 300 West Third Street Oxnard, CA 93030	<b>ADDITIONAL INSURED/INSURER LETTER:</b>  <b>CANCELLATION 10 Days for Non-Payment</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 
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