CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/12

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

Prepared By: Michelle Johnson, Interim Environmental Resources Manager MJ Agenda Item No. I-16

Reviewed By: City Manager KLB City Attorney MT Finance JC Public Works

DATE: July 23, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director FOR RR
Public Works Department

SUBJECT: **First Amendment to Agreement with Republic Services of Oxnard (Agreement No. A-7465) and Agreement for Contracting Services with Republic Services of Oxnard for Yard Trimmings and Wood Waste Processing Services (Agreement No. A-7517)**

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute a First Amendment with BLT Enterprises of Oxnard, Incorporated dba Republic Services of Oxnard (Agreement No. A-7465) to exempt the curbside green waste material to be considered in regards to the calculation in the Base Service Fee for the Excess Tonnage Fee and the Excess Diversion Bonus, and waive the processing fee of $8.41 per ton for self-haul green waste and wood waste materials.

2. Approve and authorize the Mayor to execute an Agreement with BLT Enterprises of Oxnard, Incorporated dba Republic Services of Oxnard in an amount not to exceed $450,000 for yard trimmings and wood waste processing services (Agreement No. A-7517).

DISCUSSION

On April 16, 2012, staff issued a Request for Proposal (RFP) for yard trimmings and wood waste (green waste) processing services to fifteen potential service providers. Three firms submitted proposals before the RFP closing date. Proposals were reviewed by a panel made up of Michelle Johnson, Interim Environmental Resources Manager, Jay Duncan, Recycling Manager, and David Goldstein, Waste Management Analyst with the County of Ventura, Anthony Emmert, Water Resources Manager, Eric Okada, Solid Waste Supervisor, and Grant Dunne, Management Analyst, provided additional operational and financial review. The review panel found Republic Services of Oxnard (Republic) to be the most qualified proposer.

During review of the proposals, the panel became aware of a potential regulatory compliance issue regarding the quantity of contaminants (trash) in the curbside green waste. In order to determine compliance, the City conducted an independent Waste Characterization Study (Study) to estimate the quantity of contaminants in its green waste. This involved delivering green waste to Peach Hill Soils, whose staff separated the contaminants from the green waste. The contaminants were then weighed separately, providing an accurate measure of residual contamination in each load.

This study was completed over a four-week period and involved two cycles of residential green waste pickups. While performing this study, approximately 80% of the City's routes were sampled. The overall residual (trash) percentage ranged from a low of 0% to a high of 14%. The average overall residual contamination was 6% (Attachment No. 1).

Due to the high contamination level in the City's curbside green waste, it must be presorted before transporting to a permitted composting facility, as per California Code of Regulations, Title 14, Natural Resources -- Division 7, CIWMB Section 178582 – 17868.5. This Section defines "Green Material" as any plant material that is separated at the point of generation, contains no greater than 1.0 percent of physical contaminants by weight, and meets the requirements of section 17868.5. The City's residential green waste does not meet this definition, and requires presorting before delivery to a composting facility.

The presorting of all curbside green waste material will be processed on the positive sort line at the Del Norte Material Recovery Facility (MRF). Due to the unknown impacts that this material may have on the sorting line, Republic has agreed to take responsibility for all minor and major repairs or replacements of the positive sort line used to process and sort this material.

The introduction of curbside green waste material being presorted at the MRF necessitates a First Amendment to Agreement No. A-7465 (Attachment No. 2). The Amendment exempts the curbside green waste material from being considered in regards to the calculation in the Base Service Fee for the Excess Tonnage Fee and the Excess Diversion Bonus. In addition, in regards to self-haul green waste and wood waste material, Republic has agreed to waive the $8.41 per ton processing fee.

The proposed Agreement No. A-7517 (Attachment No. 3) with Republic is a collaborative partnership between Republic and Farm Share. The City's collection trucks will deliver the green waste directly to the Del Norte facility. The material will be inspected, processed, and cleaned, if necessary, to remove contaminants, before the green waste is sent to a Farm Share green waste recycling facility. The primary Farm Share green waste facility is approximately 3 miles east of the city limits at the McGrath Family Farm. At the site, materials are processed and composted into reusable soil products, such as soil amendments, soil blends, barks and mulches. The soil products are marketed to local farmers, nursery owners, and landscapers.

Republic's Education Program will include outreach materials and monthly site visits to neighborhoods that have been recognized as having higher contamination issues. As part of their Education Program, Republic will also upgrade the Del Norte Education Center with new audio/visual equipment, including two flat screens and a projector.

Other benefits to this contract are the potential savings of fuel, wear and tear on City vehicles and reduced driving time. Additionally, for every ton of green waste recycled under this agreement, Republic will pay $2 to FOOD Share. FOOD Share is an Oxnard-based food bank that receives, manages and distributes food throughout Ventura County, feeding approximately 74,000 people every month.

The per ton fee for curbside green waste is $43.85 for materials that have an average daily contamination rate up to 2%. The rate for materials with an average daily contamination rate of over 2% up to 4% is $48.85. The rate for materials with an average daily contamination rate over 4% is $53.85. The City estimates that it will deliver 6,300 tons of curbside green waste to Del Norte during this six-month period. Due to the high contamination rate discovered in the waste characterization study, staff estimates that all of the tonnage will initially be processed at the highest rate of $53.85 per ton, for an approximate cost of $340,000.

Through future education efforts, the City's contamination of green waste will be reduced. As neighborhoods are reached and residents learn about the importance of placing only green waste in their curbside container, the City's green waste will qualify for the lower rates on an increasingly regular basis.

The self-haul green waste fee is $29.50 per ton. Approximately 4,000 tons of self-haul yard and wood waste will be delivered to Del Norte during this six-month term for an approximate cost of $118,000. This material will be exempted from all provisions of the MRF contract, with Republic no longer receiving a handling fee of $8.41 per ton.

FINANCIAL IMPACT

There are sufficient funds appropriated in the FY 2012-13 Budget in the Solid Waste Enterprise Fund, Account Number 631-6304-842-8280 (Solid Waste/Processing & Disposal/ Contractual/Green Waste Processing) to provide for the expense of yard trimmings and wood waste processing service under this Agreement in an amount not to exceed $458,000.

Attachment #1 - City of Oxnard Waste Characterization Study
#2 - First Amendment to Agreement No. A-7465
#3 - Agreement No. A-7517

City of Oxnard
Waste Characterization Study
July 2012

	Date	Route	Truck	Tonnage	Residule	% Contam.	Total	Daily Avg
Mon	7/16/2012	3	5102	5.86	0.32	5%	6.18	
	7/16/2012	4	6102	5.82	0.17	3%	5.99	
	7/16/2012	5	6101	4.94	0.18	4%	5.12	
	7/16/2012	7	6108	5.82	0.14	2%	5.96	4%
Tues	7/3/2012	1	6105	9.42	0.62	7%	10.04	
	7/3/2012	2	6102	9.01	0.48	5%	9.49	
	7/17/2012	3	5104	4.29	0.10	2%	4.39	
	7/17/2012	4	6102	2.84	0.01	0%	2.85	
	7/17/2012	5	6101	3.96	0.30	8%	4.26	
	7/17/2012	6	6109	2.76	0.30	11%	3.06	
	7/3/2012	7	6108	3.04	0.13	4%	3.17	5%
Wed	7/18/2012	1	6106	3.64	0.15	4%	3.79	
	7/18/2012	2	5103	2.55	0.15	6%	2.70	
	7/18/2012	3	5104	3.05	0.11	4%	3.16	
	7/5/2012	4	6101	6.85	0.25	4%	7.10	
	7/5/2012	5	6102	8.76	1.24	14%	10.00	
	7/5/2012	6	6109	6.96	0.47	7%	7.43	
	7/18/2012	8	5106	3.84	0.15	4%	3.99	6%
Thurs	7/19/2012	1	6106	4.42	0.30	7%	4.72	
	7/19/2012	2	5103	5.75	0.56	10%	6.31	
	7/6/2012	3	5106	6.01	0.46	8%	6.47	
	7/6/2012	4	6102	5.06	0.44	9%	5.50	
	7/19/2012	6	6109	5.18	0.20	4%	5.38	
	7/19/2012	7	6108	4.80	0.18	4%	4.98	
	7/6/2012	8	5102	6.30	0.47	7%	6.77	7%
Total				**130.93**	**7.88**	**6%**	**138.81**	**6%**

Footnote:
Wed July 18th Routes 1,3, and 8 are estimates. Driver did not weigh prior to dumping.

FIRST AMENDMENT TO AGREEMENT FOR MANAGEMENT AND OPERATION OF A MATERIALS RCOVERY FACILITY AND TRANSFER STATION, TRANSFER OF WASTE FOR DISPOSAL AND MARKETING OF RECOVERED MATERIALS

This First Amendment ("First Amendment") to the Agreement for the Management and Operation of a Materials Recovery Facility and Transfer Station, Transfer of Waste for Disposal, and Marketing of Recovered Materials ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of July, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and BLT Enterprises of Oxnard, Incorporated, dba Republic Services of Oxnard ("Contractor"). This First Amendment amends the Agreement entered into on January 10, 2012, by City and Contractor.

City and Contractor agree as follows:

1. That the definition of Source Separated Yard Waste as defined in Exhibit 1.01 shall be amended in its entirety to read as "Source Separated Yard Waste is a type of Permitted Waste that is predominately characterized as materials including fallen leaves, cut grass, tree trimmings, brush or other organic debris, that is segregated from other Mixed Municipal Waste prior to collection. Examples of Source Separated Yard Waste include materials Delivered to the Facility by Permitted Users from curbside collection programs or by Selfhaulers, including gardening and landscaping businesses."

2. Notwithstanding anything in the Agreement to the contrary, for purposes of calculating the Base Service Fee in accordance with Section 13.02, Exhibit 5.02, and the Excess Tonnage Fee in accordance with Section 13.03, Exhibit 5.02, and the Excess Diversion Bonus in accordance with Section 13.05, Exhibit 7.01, Source Separated Yard Waste (as defined in Exhibit 1.01) that is City-Collected Waste (as defined in Exhibit 1.01) to the Facility shall not be considered.

3. With respect to Non-City-Collected Waste (as defined in Exhibit 1.01) in accordance with Section 13.13 (other than Non-City Buyback Waste, with respect to which Section 7.03 applies), this material and all services rendered by Contractor to process this material, shall be treated outside of this Agreement, including the Contractor waiving the $8.41 per ton processing fee (as escalated in accordance with Section 13.13) of such Non-City Collected Waste that is received and accepted by the Contractor at the Facility identified as Source Separated Yard Waste. The Contractor shall also waive the $8.41 per ton (as escalated in accordance with Section 13.13) of such Non-City Collected Waste that is received and accepted by the Contractor at the Facility identified as Permitted Waste and subsequently sorted, processed and diverted in the same manner as Source Separated Yard Waste.

4. Notwithstanding anything to the contrary in Section 4.08, Exhibit 5.03, the Contractor shall be responsible for all repairs or replacements (minor and major) to material recovery equipment including, but not limited to, material processing lines, conveyor systems, belts, motors, and parts used to process and sort Source Separated Yard Waste. The Contractor shall not invoice the City for such minor or major repairs or replacements.

5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

CONTRACTOR

Kurt Bratton, Vice President
BLT Enterprises of Oxnard, Inc. dba
Republic Services of Oxnard

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Michelle Johnson
Interim Solid Waste Superintendent

AGREEMENT TO RECEIVE YARD TRIMMINGS AND WOOD WASTE MATERIALS AND PROCESS FOR REUSE

This Agreement (Agreement) is made and entered into in the County of Ventura, State of California, this 1st day of August, 2012, by and between the City of Oxnard, a municipal corporation (City), and BLT Enterprises of Oxnard, Inc., dba Republic Services of Oxnard (Contractor).

WHEREAS, City collects yard trimings and wood material from residential, commercial and industrial communities and delivers it to the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), 111 South Del Norte Boulevard, Oxnard, California; and,

WHEREAS, the Contractor at the Del Norte Facility removes non-organic and/or residual debris from yard trimmings and wood material and prepares this material for transport to Contractor's processing center; and,

WHEREAS, Contractor transports yard trimings and wood material to one of the Farm Share processing centers, located at 4190 Ventura Boulevard, Camarillo, California and 7735 Coyote Canyon Road, Somis, California for the purpose of receiving, grinding, processing, marketing or cultivating on agricultural property reusable materials; and

WHEREAS, City and Contractor wish to enter into an agreement for City to deliver yard waste and wood material to Contractor and Contractor intends to and represents to City that it will process and market or cultivate reusable materials from such yard trimmings and wood waste.

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

1. Definitions

For purposes of the Agreement, the following words shall have the following meanings:

a. **Yard Trimmings** shall mean and include any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to yard clippings, leaves, tree trimmings, prunings, brush, and weeds.

b. **Wood Waste** shall mean and include solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

c. **Residuals** shall mean non-processable materials left over after the Materials delivered to Contractor by the City are processed and which must be disposed of at a permitted disposal facility. Residuals include paper, plastic, metal, glass, cement, trash or any foreign substance that is not Yard Trimmings or Wood Waste.

d. **Materials** shall mean Yard Trimmings, Wood Waste and Residuals.

e. **Processed Materials** shall mean Yard Trimmings or Wood Waste that is either separated at the point of generation, or separated at a centralized facility and processed by methods to minimize Residuals such as grinding, shredding, screening, source separating for grain size, or processing means.

f. **Food Material** shall mean all excess food, including surplus, spoiled, or unsold food such as vegetables and culls (lower quality vegetables or trimmings such as onion peels or carrot tops), as well as plate scrapings.

2. Scope of Services

Contractor shall receive, sort, and process Materials, and grind, separate and market or cultivate for agricultural uses the processed Yard Waste in a commercially reasonable and effective way. Every month Contractor shall perform a Yard Trimmings and Wood Waste characterization study to determine Residual percentages delivered by the City. Contractor shall provide City monthly reports on Yard Trimmings and Wood Waste diversion. The reports shall include data such as tons/weight of the type of Yard Trimmings and Wood Waste such as Residential, Commercial, Industrial and Station Materials delivered from City, tons/weight processed for market or agricultural cultivation, and tons/weight of Residuals.

Contractor will be responsible for all repairs minor and major to the positve recycling line during the term of this agreement, as specified in Exhibit A.

Contractor shall provide complimentary samples of compost to Oxnard residents during City special community events such as Earth Day, Amercia Recycles Day and Composting Workshops. City shall provide Contractor with reasonable notice of the special community events.

For every Material ton invoiced from the Contractor to the City, the Contractor shall pay $2.00 to Food Share located at 4156 Southbank Road, Oxnard, California, to be used to assist City of Oxnard residents only. The Contractor shall provide supporting documentation to the City that verifies payment to Food Share and that Food Share has utilized the funds to assist City of Oxnard residents only.

Within the second month of the initital term of this Agreement, the Contractor shall purchase, at their cost, two flat audio/visual screens and one projector for the Education Center at the Del Norte Facility. The equipment shall be under the ownership of the City.

3. Delivery of Materials

The City shall deliver Materials it collects from residential, commercial and industrial communities in Oxnard to the Del Norte Facility for sorting out Residuals and preparing the Material for transport to one of the Farm Share processing centers, located at 4190 Ventura Boulevard in Camarillo, California, and 7735 Coyote Canyon Road in Somis, California. City and Contractor agree and acknowledge that City delivered Materials to the Del Norte Facility contain Residuals, the percentage of which varies from load to load of Materials.

Contractor shall accept Materials delivered by City from 6:00 a.m. to 5:00 p.m. Monday through Saturday. The Contractor's operating schedule for processing of Material at the Del Norte Facility is independent of the requirement to receive Material delivered by the City and shall be at the Contractor's sole discretion. The Contractor shall not allow unprocessed Material to accumulate in volumes not consistent with operating permits for the Del Norte Facility. The Contractor shall process City Material so that it can be accepted for delivery at one of the Farm Share processing centers, located at 4190 Ventura Boulevard, Camarillo, California 93010 and 7735 Coyote Canyon Road, Somis, California. Contractor shall provide ample space for tractor-trailers to enter, unload, maneuver, and exit Contractor's processing center. Contractor shall expedite City truck operator's turnaround time in a safe and responsible manner.

4. Handling of City Residuals

a. Contractor shall be responsible for the cost of containing, hauling and disposing of Residuals processed from Yard Trimmings and Wood Waste delivered by City to the Del Norte Facility. City shall not be responsible for hauling and disposing of these Residuals.

b. City shall use its reasonable efforts to minimize and reduce the amount of Residuals sent to Contractor, including public awareness and education, door hangers, mailers and similar notices to its residents.

c. Contractor shall provide a comphrensive public edcuation component, including outreach programs and materials designed to reduce contamination levels that greatly improve the quality of the City's Material. The Contractor shall work with local community groups to provide door-to-door personal training to residents where contamination levels are highest. Contractor shall provide educational meetings, seminars and tours at the Del Norte Facility. Contractor shall make presentations at schools, colleges and other local organziations. The Contractor shall provide public tours of compost demonstration projects at Farm Share's processing center in Camarillo.

5. Living Wage

a. Vendor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Contractor shall pay such employee no less than $14.37 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

6. Reuse of Yard Trimmings and Wood Waste

Contractor agrees to handle, market or cultivate and otherwise divert from disposal all reusable Yard Trimmings and Wood Waste processed from Materials delivered by City and to store and handle all Materials in accordance with applicable law, regulations, licenses and permits, and in such a manner so as not to create or maintain any unhealthful or hazardous conditions or conditions that would cause a public or private nuisance.

7. Payment

a. For Materials delivered by City to Contractor, City agrees to pay a fee of $43.85 per ton for Residuals up to two-percent (2%).

b. For Materials delivered by City to Contractor, City agrees to pay a fee of $48.85 per ton for Residuals over two-percent (2%) up to four-percent (4%).

c. For Materials delivered by City to Contractor, City agrees to pay a fee of $53.85 per ton for Residuals over four-percent (4%).

d. For Materials delivered by third parties to the Del Norte Facility also known as self-haulers and permitted waste haulers, City agrees to pay a fee of $29.50 per ton.

e. For Processed Materials delivered by City to Contractor, City agrees to pay a fee of $14.02 per ton.

f. For Food Waste delivered by the City to Contractor, City agrees to pay a fee of $45.32 per ton.

g. Contractor agrees to accept the above referenced fee as full payment for Contractor's services, including the handling of Materials and marketing or cultivating for agricultural

purposes of processed Yard Trimmings and Wood Waste as provided in this Agreement. Contractor is responsible for all expenses associated with processing or diversion of the Materials, including waste control fees and integrated waste management planning fees imposed by the County of Ventura or physical damage to Contractor's equipment caused by processing Materials delivered from City.

h. Contractor shall submit to City a monthly invoice for all Materials delivered by City in the previous month, on a form satisfactory to City. Invoice information shall include daily dates of delivery by each truck, truck number, weigh ticket number, weight of delivered Materials, total cost of delivered load, summary totals such as number of truck deliveries, total weight, weight/ton and tip fee itemization of Residential Materials, Commercial Materials, and Industrial Materials, and total invoice amount due. City shall pay contractor within 30 days of receipt of an invoice.

i. Contractor shall submit monthly invoices for Materials delivered from City to: City of Oxnard – Environmental Resources Division, Attention: Accounts Payable, 111 South Del Norte Boulevard- First Floor, Oxnard, CA 93030.

j. Contractor shall provide city with a completed Request for Taxpayer Identification and Certification as required by the Internal Revenue Service.

8. Measurement

Contractor shall operate, and maintain a scale system at Contractor's facility. If Contractor's facility does not have scales or the scales are inoperable, trucks shall be weighed at the Station or such other certified weigh station as designated by City. Contractor shall maintain and make available to the City the following information: (1) Calendar date; (2) Time of day; (3) Vehicle identification; (4) Type of Materials, such as Residential, Commercial and Industrial; and (5) Total number of tons of each type of Materials delivered to Contractor's facility and accepted by Contractor. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. The tonnage used to calculate the Disposal Fee shall be based on the weight of each loaded truck measured at the weigh scales described above minus the certified tare weight for each truck. City shall establish the tare weight of each truck. Contractor shall submit to City a copy of the certificate of registration of Contractor's scales issued by the Ventura County Department of Weights and Measures.

9. Processing Materials Revenues

Contractor is responsible for processing all Materials delivered hereunder and for marketing or cultivating of Yard Trimmings and Wood Waste. Contractor shall receive all revenues from subsequent sales of processed Yard Trimmings and Wood Waste.

10. Term

The term of the Agreement is from August 1, 2012 to January 31, 2013, provided, however, that the Agreement may be extended or terminated as provided herein.

11. Renewal

City and Contractor agree that the Agreement may be renewed for one, two or three six (6) month periods to a maximum eighteen (18) month extension, upon written approval of both the City and Contractor. This agreement is coterminous with the Del Norte Material Recycling Facility with Republic Services of Oxnard.

12. Principal in Charge

Contractor hereby designates Stephen MacIntosh, General Manager, as its principal-in-charge and person responsible for necessary coordination with City.

13. Permits, Licenses, Certificates

Contractor, at Contractors sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required for services under this Agreement. Contractor warrants and represents that it has the legal right to carry on the operations contemplated by this Agreement at the Del Norte Facility, 111 South Del Norte Boulevard, Oxnard, California and at Farm Share, located at 4190 Ventura Boulevard, Camarillo, California and 7735 Coyote Canyon road, Somis, California, and that all persons or entities with any interest in such property are aware of and have consented to such operations.

14. Independent Contractor

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

b. Contractor shall be solely responsible for, and shall save City harmless from, all matter relating to the payment of Contractor'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. Contractor acknowledges that Contractor and Contractor'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 worker's compensation insurance benefits.

15. Indemnity

Contractor 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 Agreement performed by Contractor or Contractor's agents, employees, subconsultants, subcontractors, or other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence , or acts for which Contractor or Contractor's agents, employees, subconsultants, subcontractors, or other persons acting on Contractor's behalf would be held strictly liable.

16. Insurance

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

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

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

17. Time of Essence

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

18. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, or 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. Contractor agrees that, during the performance of this Agreement, Contractor and any other parties with whom Contractor 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. Contractor 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. Contractor shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Contractor's records pertaining or relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

19. Force Majeure

Contractor and City agree that neither City nor Contractor 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.

20. Time of Essence

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

21. Governing Law

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

22. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney 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.

23. Compliance with Laws

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

24. Severability

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

25. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor 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 Contractor 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.

26. Counterparts

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

27. Assignment

Contractor shall not, without the written consent of the City, which shall not be unreasonably withheld, assign this Agreement, or any interest therein, or any money due thereunder.

28. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: BLT Enterprises of Oxnard, Inc., dba Republic Services of Oxnard, Attention: General Manager, Del Norte Regional Recycling & Transfer Station 2nd Floor Office, 111 Del Norte Boulevard, Oxnard, California 93030.

b. Any notices to City may be delivered personally or by mail to: City of Oxnard – Environmental Resources Division, Attention: Environmental Resources Manager, Del Norte Regional Recycling & Transfer Station 1st Floor Office, 111 Del Norte Boulevard, Oxnard, California 93030.

29. Amendment

City and Contractor 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 to in writing by both the Contractor and the City representative authorized to do so under the City's purchasing policies.

30. Termination

a. This Agreement may be terminated by City if Manager notifies Contractor, in writing, of Manager'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 Contractor in full for all amounts due Contractor 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 Contractor if Contractor notifies City, in writing, of Contractor'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 Contractor have been completed prior to the date of termination.

31. Entire Agreement

City and Contractor 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

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Michelle Johnson
Interim Environmental Resources Superintendent

CONTRACTOR

Kurt Bratton, Vice President
BLT Enterprises of Oxnard, Inc. dba
Republic Services of Oxnard

APPROVED AS TO INSURANCE

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

LIVING WAGE POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2012

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$14.37 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

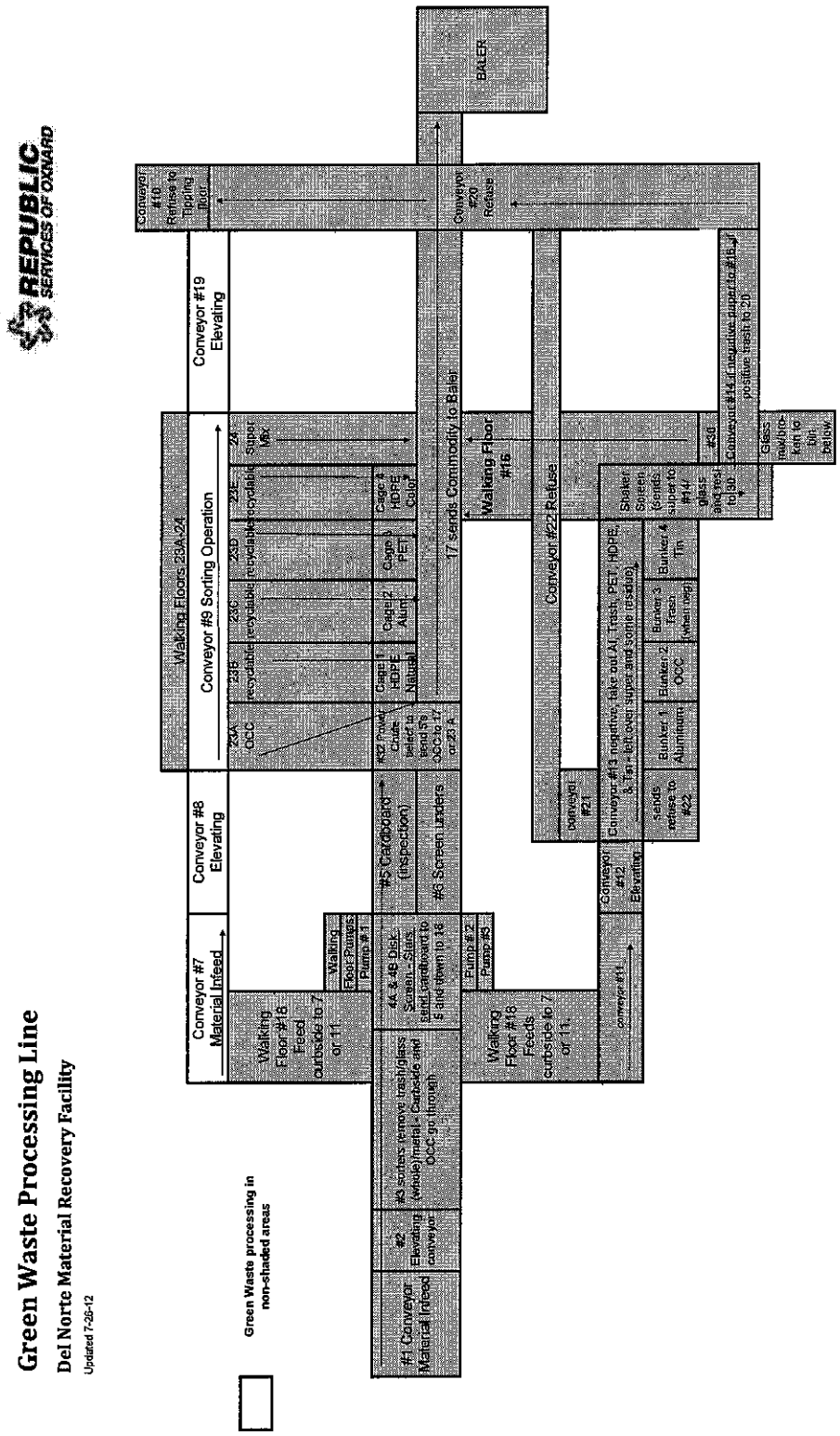
If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

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

The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

Exhibit A

Contractor will be responsible for all repairs minor and major to the positive recycling line during the term of this agreement, as detailed in the non-shaded areas below:



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-7517
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.

7/12

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

SAMPLE

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. A-7517
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Rev. 7/12

INS-B.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

☐ Deductible ☐ Self-Insured
Retention (check which) of $ _____
with an Aggregate of $_____
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:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

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.A-7517
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 _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form 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. A-7517
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 _____