

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.ci.oxnard.ca.us



June 13, 2014

Ladies and Gentlemen:

The City of Oxnard, Public Information Office invites proposals from qualified non profit organizations for the operation of the City's public access television channels.

This request for proposal is made up of the following sections: Introduction, Instructions to Proposers, General Terms and Conditions, Scope of Work, Evaluation and Selection Criteria, and two (2) Attachments which include a proposed Memorandum of Understanding, and insurance requirements. Proposers will be responsible to carefully examine the requirements contained herein.

A **mandatory pre-proposal** conference will be held on Friday, July 11, 2014 at 1:30 p.m. in the City of Oxnard Human Resources Activity Room, 300 W. Third Street (enter through 2nd Street Entrance).

Proposals will be received in the City of Oxnard Purchasing Office located at 300 W. Third St., Second Floor, Oxnard, CA 93030 by 4:00 p.m. on Friday, July 25, 2014. A copy of the requirements, specifications and proposal documents may be obtained from the Purchasing Office or may be obtained at the City's website: <http://www.ci.oxnard.ca.us>. The envelope containing your proposal must be sealed and marked "Oxnard Public Access Channel (OPAC) Operations". Proposals will not be opened publicly.

If you have any questions, please call (805) 385-7538.

Sincerely,

A handwritten signature in blue ink that reads "Patricia Garcia". The signature is written in a cursive, flowing style.

Patricia Garcia
City of Oxnard
Buyer

CITY OF OXNARD

PUBLIC INFORMATION OFFICE

REQUEST FOR PROPOSALS (RFP)
FOR

OXNARD PUBLIC ACCESS CHANNEL
OPERATIONS

**PROPOSALS MAY BE MAILED
OR DELIVERED IN PERSON
TO THE PURCHASING OFFICE AT
300 WEST THIRD ST., SECOND FLOOR, OXNARD, CA 93030**

**PROPOSALS MUST BE RECEIVED BY 4:00 P.M.
ON THE DATE INDICATED BELOW:**

DATE: July 25, 2014

**CITY OF OXNARD
REQUEST FOR PROPOSALS
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

Proposed Timeline

DATE	ACTIVITY
June 16, 2014	Release of Request for Proposal (RFP)
July 11, 2014	Mandatory Pre-Proposal Conference
July 17, 2014	Deadline for submission of written questions or request for clarifications
July 21, 2014	Response to written questions
July 25, 2014	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>4:00 P.M.</u>
July 28, 2014 to August 18, 2014	Proposal evaluation period
September 9, 2014	Operator selection

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

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**CITY OF OXNARD
REQUEST FOR PROPOSAL
FOR OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

INTRODUCTION

The City of Oxnard, California (“City”), through this Request for Proposals (“RFP”), is seeking proposals from qualified nonprofit organizations for the operation of the City’s public access television channels. The channels appear throughout Oxnard on Time Warner cable television Channel 25 and Verizon FiOS Channel 38.

This RFP addresses the challenge facing the Oxnard Public Access Channel (“OPAC”) since the operating agreement with Time Warner terminated in 2008 and the loss of operating funding under California’s Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”, Pub. Util. Code §5800 et seq.).

The City seeks a nonprofit entity with the background and experience to develop a plan and commence operations of the OPAC pursuant to a Memorandum of Understanding (“MOU”) with the City. Under this plan, it is suggested that the proposer provide a multiphase implementation to include at least three phases that would (1) allow basic broadcast to begin no later than six (6) months from the effective date of the Memorandum of Understanding (MOU) with (2) scheduling of announcement and existing footage and broadcast and (3) the a timetable of subsequent phases for the eventual inclusion of additional services such as training, facilities operations, production services, etc.

The City seeks proposals that demonstrate a realistic and achievable multiphase implementation plan for immediately assuming OPAC operations starting at an Initial Service Level as defined herein. The successful proposer should demonstrate that it has the capacity to raise revenues to begin meeting some or all of the multiphase levels operational needs.

The MOU shall have an original term of three years. However, the City, at its sole and absolute discretion, may terminate the MOU at any time if the proposer fails to raise additional funding as specified in the proposer’s Proposal or provide the services specified in the MOU.

In addition, the City shall have one option to extend the MOU term for an additional three-year period, which the City may exercise in its sole and absolute discretion.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
FOR OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

INSTRUCTIONS TO PROPOSERS

I. RECEIPT AND OPENING OF PROPOSALS

The City of Oxnard Public Information Office invites proposals from qualified nonprofit organizations for the operation of the City's public access television channels. Proposals will be received in the Purchasing Office until **4:00 p.m., Friday, July 25, 2014.**

The envelope containing the proposals one (1) original and five (5) copies must be sealed and addressed to City of Oxnard Purchasing Office, 300 W. Third St., Second Floor, Oxnard, California 93030, Attention: Patricia Garcia, Buyer. The envelope must show the proposer's name and address; and must clearly be labeled **"OXNARD PUBLIC ACCESS CHANNEL OPERATIONS."**

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Proposal results will be available after proposals have been reviewed. Proposals that are submitted by facsimile or electronic mail will not be accepted.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such request.

Proposals must be submitted in hard copy on standard letter paper. The Purchasing Division will post change notices such as addendums, minutes of the pre-proposal conference, and other materials to this RFP on the City's website at <http://www.ci.oxnard.ca.us>. The City encourages potential proposers to check the website frequently, and especially immediately before submitting their proposals to be sure they have read all material related to this RFP.

II. BACKGROUND

Local public, educational and governmental access ("PEG") channels began in the early 1970s, as a "trade-off" offered to cities by the emerging cable television industry during franchise negotiations. PEG channels would be locally operated cable channels that would take advantage of the new medium's potential to become an "electronic soapbox" to encourage expression of a wide range of local viewpoints. As the channels evolved, the "E" (education) and "G" (government) channels focused on those respective topic areas, while the "P" channels provided free airtime and access to video production facilities to any member of the public, regardless of the speaker's message.

The authority to require PEG channel capacity survives today in Section 611 of the federal Cable Communications Act of 1984 (47 USC §531) and in Section 5870 of DIVCA. These

laws continue to grant local governments the authority to require channels and financial support as a condition of holding a State franchise.

Because PEG channel requirements have developed primarily to meet local needs and interests, there is no “one-size-fits-all” model for public access channel operation. In fact, the organization and operating structures of these channels vary widely from city to city.

Public Access in the City of Oxnard

In the past, the City negotiated local franchise agreements with cable operators that included requirements for PEG channel capacity and cash payments for operations support. Since 1999, the City’s public access channel had been operated under a grant provided as part of the franchise agreement with Jones Intercable/Adelphia Communications/Time Warner. With the implementation of DIVCA, cable operations are conducted in the City pursuant to a State franchise that does not require the franchisee to pay for PEG channel operations support.

The agreement to be negotiated with the prospective operator would include specific requirements for outreach, training, scheduling of facilities, equipment and program playback, administration, recordkeeping, and a financial plan.

Financial Challenges for Public Access in the City of Oxnard

The City underwent a transition from local to state-issued video franchising authority with the 2006 enactment by the California state legislature of AB 2987, a comprehensive state franchising law. Now known as “DIVCA,” the law allows new and existing cable television operators to obtain a state-issued franchise to provide video services throughout California.

While DIVCA preserves the City’s authority to require operators to provide PEG channels and support fees, these fees may be used only for PEG capital costs. DIVCA includes no provision for support of day-to-day operating costs for PEG channels.

Public Access Philosophy

In accordance with the philosophy and goals of public access, the MOU the City enters into will specifically require the OPAC operator to develop and enforce channel policies and procedures, including policies that make channel time available on an equitable basis to all qualified producers. The MOU will further specify that, neither the operator nor the City shall control the content of the programming placed on the public channel and shall keep the public access channel open to all potential users regardless of their viewpoint. The City remains committed to these fundamental principles and would expect any future channel operator to make a firm commitment to uphold them.

III. RESOURCES PROVIDED BY THE CITY

The City anticipates that the following resources will be available for use by the successful proposer:

- a. One public access channel on the Time Warner and Verizon FiOS systems (currently Channels 25 on Time Warner and Channel 38 on Verizon FiOS).
- b. Availability of capital funding for equipment at the option of the City and based on an annual review of capital needs of the OPAC and the City.
- c. Facilities excluded from the agreement: this Request for Proposals is for the management of **Public access** - NOT Educational or Government access, or any other City service. Excluded from the agreement are all other City facilities, including but not limited to:
 - 1) Spaces, facilities and equipment occupied or used by the Government Access Channels (Oxnard Citywatch);
 - 2) Spaces, facilities and equipment occupied or used by the Educational Access Channels operated by Oxnard City College the Oxnard School District and/or the Oxnard Union High School District;
 - 3) Facilities at various locations that are reserved for fiber uplink connectivity; and
 - 4) Any other City facilities or equipment not specifically identified in numbers 1-2 above.

IV. IMPLEMENTATION

The successful proposer will agree to undertake tasks that are consistent with the following functions:

- a. Devise, establish and administer reasonable rules, regulation, policies and procedures pertaining to the use and scheduling of public access facilities and channel. Said regulations, policies and procedures shall assure that no censorship or control over programming content of the public access facility or channel exists except as necessary to comply with FCC prohibition of material that is (1) obscene; (2) contains commercial advertising; (3) constitutes conduct of a lottery; or (4) violates a valid law or regulation.
- b. Prepare such regular or special reports as may be required or desirable
- c. Develop and obtain sources of funding, such as foundation, federal or State grants to further the OPAC functions.
- d. Perform other functions relevant to the public access facilities and channel as may be appropriate.
- e. Develop a budget on an annual basis for review by the City
- f. Develop an on-going programming schedule which will outreach to and benefit the residents of the City of Oxnard
- g. Have available production facilities at no or reduced cost to the City's residents.

V. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer.

VI. EXECUTION OF MOU

The City will enter into the MOU with a responsive and responsible proposer whose proposal best meets the needs of the City. The MOU will incorporate all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the MOU, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

The City reserves the right to reject any or all responses to this Request for Proposal (“RFP”) and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. The City reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This RFP does not commit the City to enter into the MOU, or to procure or contract for services or goods.

Before entering into the MOU, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The proposals of proposers found not to be qualified may be rejected.

VII. EXECUTION OF MOU

The City will mail a Notice of Intent to Enter into MOU, enclosing the contract forms to the successful proposer. The MOU shall be signed by the successful proposer and returned with a copy of the proposer’s certificate of insurance within four calendar days after the proposer receives the Notice of Intent to Enter into MOU.

VIII. PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code section 6250 et. seq.) are public records, and as such may be subject to public review. However, the Proposals shall not be disclosed until negotiations are complete and recommendation for selection is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

Questions regarding this RFP shall be directed to:

City of Oxnard
Finance Department
Attn: Patricia Garcia
300 West Third Street, Second Floor
Oxnard, California 93030
Email questions: Patricia.garcia@ci.oxnard.ca.us
Phone calls will be accepted at (805) 385-7538.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

GENERAL TERMS AND CONDITIONS

- A. The City shall not be liable for any expenses incurred by any proposer prior to issuing the MOU.
- B. The selected Proposer will be required to sign and be bound by MOU. Proposer must meet all insurance requirements set forth in the MOU (See attached MOU form and Sample Exhibit INS-B).

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

SCOPE OF WORK

The successful proposer must be prepared to:

- I. Establish and operate channel facilities at an Initial Service Level upon the effective date of the MOU, with specific attention to public access producers, community based organizations and public access viewers. Initial Service Level services include, but are not necessarily limited to, the following:
 - a. Scheduling of the channel and playback of programs produced by public access producers, including basic maintenance of related equipment.
 - b. Retention of community producers, and assistance in producing initial and subsequent Public Access Programming.
 - c. Administration, oversight, and enforcement of OPAC facilities and policies.
2. Present a plan for Enhanced Service Level services to include, but not necessarily limited to, the following:
 - a. Outreach to and recruitment of community organizations and individuals.
 - b. Investigation and pursuit of alternative methods to transmit OPAC Programming, such as internet-based distribution.
 - c. Organized and regularly scheduled training for producers.
 - d. Check-out/in of equipment and reservation of facilities used by community producers.
 - e. Ensuring adequate staff or volunteer personnel are available to operate the studio and control room facilities as needed.
 - f. Preventive and corrective maintenance of facilities and equipment provided for use by community producers.
 - g. Promotion of both the services provided by the public access facility and the programming airing on OPAC.
3. The successful proposer should provide, as part of its proposal, the following information to demonstrate how it will carry out a multiphase implementation plan.
 - a. Detailed management plan to ensure efficient and sustainable operations. Elements of such a plan may include:
 - 1) Automated program scheduling
 - 2) Automated playback and encoding
 - 3) Channel operations and administration
 - 4) Maintenance of equipment and facilities
 - 5) Program goals

- b. Funding and resource development plan:
 - 1) Strategies for obtaining funding
 - 2) Actual or proposed funding sources
 - 3) Pro forma 3-year revenue projections
- c. Detailed plan for retention and development of producers and volunteers:
 - 1) Producer retention and recruiting
 - 2) Volunteer staff development
 - 3) Training and production support
- d. Detailed plan for OPAC administration, oversight and governance:
 - 1) OPAC policies, including policies for acceptable use of facilities and channel
 - 2) Handling obscene and illegal content
 - 3) Policies to ensure openness and transparency for all meetings and actions taken by the governing body
 - a) Enforcement and remedies for violation of policies
 - b) Appeal of enforcement decisions
 - c) Role of the City in deciding appeals, if any
- e. Plan to develop partnerships with community groups, nonprofit groups and government
- f. Outreach and marketing plan for public access services and programming in various languages

Proposal Requirements

The City expects the successful proposer to show that it currently has the experience and resources to immediately provide core public access services, and that it also possesses, or will obtain, funding to begin providing initial services no later than six (6) months from the effective date of the MOU.

Each proposer should submit information documenting its experience in public access channel operations, financial management and organization as a nonprofit entity, including but not limited to the following:

1. A narrative that demonstrates how the proposer will carry out a multiphase implementation including all of the information described in the Scope of Work section above.
2. Experience:

Evaluation of proposals will be based partially upon the experience of the proposers Board of Directors and its controlling management personnel. Documentation of all experience shall be supplied by the proposer.

Demonstrated experience in the following areas is particularly desired:

- a. Public Access operation and management
- b. Budget planning and implementation
- c. Fundraising and Revenue Development
- d. Operations planning
- e. Training and retention of community producers
- f. Public Relations and Community Outreach
- g. Familiarity with Federal, State, and local government regulation of the communications industry, and with related statutes, ordinances, regulations and case law

3. Financial Management and Resources:

Evaluation of Proposals will be partially based on the proposed budget for the first full year of Public Access management and on the demonstrated ability to generate funding. The budget will reflect personnel and corporate business operation costs, including insurance and bonding expenses, as well as expenditures for the implementation of the Management Plan of the Proposer. The year-one proposed budget will be particularly reviewed for practicality, economy, and fiscal priorities in light of the Proposer's Management Plan.

The proposed budget must identify Non-City funding sources or fundraising plans.

4. In addition, please attach the following:

- a. A narrative not to exceed three (3) one-sided, double-spaced pages of Proposer's existing and potential future funding sources, grants, and foundation monies that the Proposer will utilize.
- b. The organization's audited financial statements for the past three years, if any
- c. The organization's most recent year's operational budget.

5. In addition, evaluation of Proposals will be based on demonstration of Proposer's longer-term financial stability. This is to be demonstrated through a business plan, pro formas, or other documentation the Proposer submits.

Organization

Please provide the following:

1. List the names and addresses of your principal officers and members of the Board of Directors (attach resumes) and explain their responsibilities.
2. Indicate Non-Profit Status; if applicable (attach proof of not-for-profit status or evidence of application for same).
3. Provide any information of similar facilities Proposer has operated (if any).
4. Provide the following information concerning the Organization:
 - a. Organization flowchart
 - b. Organization bylaws and articles of incorporation

- c. Statement of organization's philosophy and mission
- d. Attach any other pertinent documents regarding your organization's experience or experience of its officers, directors, or employees.

References

1. Financial References (banks, customers, creditors, supplies, business contacts). Include names, addresses, contact information.
2. Insurance References. Include names, addresses, and contact information for liability insurance carriers.
3. Business References. Furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor has provided similar projects.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

EVALUATION AND SELECTION CRITERIA

Review and Scoring

The proposals will be evaluated by a selection committee comprised of parties with expertise in public access cable television management. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

The panel will review how closely an proposer's proposal is to meeting all the requirements set forth in the RFP.

Category	Maximum Points allowed
1. Experience in public access operations and financial management.	20
2. Demonstrated Financial Resources or Plan to Generate Resources in year one.	20
3. Management Plan for Efficiency	20
4. Plan for Retention and Development of Producers and Volunteers	10
5. Plan for Channel Administration, Oversight and Governance	10
6. Plan to develop Partnerships with Community Groups, Nonprofit Groups and Government	10
7. Outreach and Marketing Plan for Public Access Services and Programming	10
Total Possible Points	100

Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held on Friday, July 11, 2014 at 1:30 PM P.S.T., to be held at the Human Resources Activity Room, 300 W. Third Street (enter through 2nd Street Entrance). The proposal terms and conditions will be reviewed and discussed at this time.

Questions raised at the bidder's conference may be answered orally or may require research, in which case the answers will be posted as part of the minutes. The conference minutes will be posted on the City's website. If you have further questions regarding the RFP, please contact Patricia Garcia, Buyer at 805-385-7538.

MOU Negotiation

The City will select a proposer with whom City staff shall commence negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If such terms cannot be satisfactorily negotiated in a reasonable time, the City at its sole discretion may terminate negotiations with the first selected proposer and begin negotiations with an alternate proposer.

**MEMORANDUM OF UNDERSTANDING
FOR OPERATION OF OXNARD PUBLIC ACCESS CHANNEL**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this _____ day of _____, **2014** by and between the City of Oxnard, California, a municipal corporation, (the "City"), and _____, a California public benefit corporation and recognized 501(c)(3) tax-exempt organization in good standing (Federal Employer Identification Number _____, "Operator"), whose address is _____.

RECITALS

WHEREAS, public access channels are available for use by the general public, but are not mandated by Federal or State law. Rather, they are a right given to the City, as the franchising authority, which it may choose to exercise;

WHEREAS, unlike commercial television, the content of public access programming is intended to serve the City's residents and is only limited by the Federal, State and local rules and regulations, including that the programming be noncommercial;

WHEREAS, Oxnard Public Access Channel ("OPAC") is designated as Time Warner NY Cable LLC d/b/a Time Warner Cable Channel 25 and Verizon California, Inc. Channel 38, to give members of the Oxnard community the opportunity to write, produce, direct, and perform their own cable television programs free of charge. People who normally are not allowed easy access to the mass media find a powerful resource for local expression through public access. It is intended that a majority of public access programs transmitted on OPAC be produced locally by non-professionals;

WHEREAS, the City currently has sole control over the programming that appears on OPAC pursuant to California Public Utilities Code § 5870 and 47 USC § 531;

WHEREAS, production of non-governmental programming that is locally produced and is relevant to the residents of the City is of substantial benefit to its citizens;

WHEREAS, the City lacks the resources to produce and manage non-governmental local programming and wishes to utilize Operator's services to improve the quality and quantity of locally produced programming that appears on OPAC and facilitate access, training, education and support to the Oxnard community;

WHEREAS, the City believes that entering into a pilot program with Operator is the appropriate mechanism to determine whether authorizing a private party to provide such services is the best method to meet the City's needs;

WHEREAS, Operator has expertise in operating public access television facilities and producing local programming;

WHEREAS, Operator has submitted to the City a proposal (the "Proposal"), which is incorporated by this reference in full herein, to operate OPAC and assist City residents in producing programming on a trial basis; and

WHEREAS, Operator intends to fund OPAC operations and programming through underwriting, advertising, and sponsorship recognition.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

A. Scope of Services.

Operator shall perform the services set forth in its Proposal (hereinafter the "Services") in a professional manner and in accordance with the following provisions:

1. Hours of Programming. Operator shall air on OPAC at least 56 hours per week of video programming (the "Programming"). When calculating the hours of the Programming that Operator airs, advertising, underwriting, or sponsorship recognition shall be considered Programming for these purposes if it does not exceed 6 minutes per 30-minute transmission. For example, if Operator adds 6 minutes of advertising, underwriting or sponsorship recognition to a Programming segment that is 24 minutes in length, then Operator shall be considered to have aired 30 minutes of Programming. The Programming must be "non-commercial" within the meaning of California Public Utilities Code § 5870, of particular interest to Oxnard residents, and distinct from any programming which would appear on traditional commercial television.

2. Direct Contact With State Video Franchisees. Operator shall take all steps reasonably necessary to ensure that the Programming is timely and properly carried on OPAC by Time Warner NY Cable LLC d/b/a Time Warner Cable and Verizon California, Inc., ("State Video Franchisees") when such service becomes technically available. This includes arranging with the State Video Franchisees for the installation of any facility necessary for Operator to transmit the Programming to the State Video Franchisees to be aired on OPAC, timely transmitting the Programming, and promptly notifying the City if a State Video Franchisee fails to timely or professionally air the Programming. Operator shall ensure Programming is transmitted in a format compatible with each State Video Franchisee's system, or in an industry standard format, in accord with California Public Utilities Code § 5870(g)(1).

3. Facility to Produce Quality Local Programming. Operator shall make available to the organizations and individuals specified in Paragraph A(9) of this MOU the necessary equipment, resources and training to produce Programming and use OPAC to effectively convey their messages. Operator acknowledges that a State Video Franchisee is under no obligation to make available production facilities or equipment, including the facility located at 721 Maulhardt Avenue Oxnard, CA. 93030. The Programming must be of a contemporary quality and of the highest standard for non-commercial television material, and shall be produced in partnership with Oxnard residents and/or community organizations in order to promote civic dialogue on issues of importance to members of the Oxnard community. Operator shall conduct outreach to the various segments of the public in a way which encourages a diversity of programming to meet the needs of the Oxnard community

4. Preemption of Programming. Notwithstanding any other provision of this MOU, if the City wishes to override any Programming to provide information, news, or programming which the City reasonably deems to be of broad community interest, which includes, but is not limited to a transmission of any City Council meeting, or meeting of any other governmental body, the City may do so. If this occurs, then Operator's obligation to air 56 hours of Programming per week is decreased by the total length of time that the City overrides any Programming pursuant to this Paragraph A(4).

5. City Has Discretion to Remove Programming. If, in its sole and unfettered discretion, the City determines that particular Programming is not consistent with the terms of this MOU, the City may unilaterally require Operator to not air that Programming. If the City opts to require Operator to not air that Programming, and there is substantial evidence that the City's decision was reasonable, then the

prohibited Programming shall not count toward the minimum requirement to air 56 hours per week of Programming.

6. Compliance with Laws and Local Regulations. All Programming and all of Operator's operations must comply with all federal, state, and local laws, regulations and authorities addressing access or transmission requirements, including 18 USC § 1468 regarding distribution of obscene material over a cable system.

7. Compliance with Policies and Procedures Manual. Within six (6) months of the date this MOU is approved by the City Council of the City, Operator shall submit for City review and approval a policies and procedures manual (the "Manual"), which shall include non-discriminatory practices for the use and access to facilities and resources designated for the production of Programming and ensure Oxnard residents have fair and equitable access to and use of OPAC facilities and services free of charge. The Manual shall also provide policies for the scheduling of Programming transmitted on OPAC, including scheduling priority for locally-produced Programming. The City or Operator may amend the Manual from time to time, and any such amendments shall take effect thirty (30) days after adoption by the City Council. Prior to the effective date of an amendment to the Manual, any actions taken by Operator that are consistent with the prior Manual procedures, but inconsistent with said amendment, shall not constitute a material breach of this MOU. Thereafter, Operator shall fully comply with the amended Manual.

8. Non-Offensive and Non-Partisan. The Programming must be non-offensive to the reasonable viewer. Political issues may be discussed as part of the Programming, so long as such Programming is non-partisan and objective in its presentation of the issues. In no event shall any advertising, underwriting or sponsorship recognition in any way relate to any political matter, including any campaign, unless doing so is legally required and Operator notified the City in writing that it is legally required to allow such advertising, underwriting or sponsorship recognition.

9. Locally Produced. One hundred percent (100%) of all Programming shall be "locally produced video programming" as that term is defined in California Public Utilities Code § 5870(d)(2), with the City of Oxnard as the applicable franchise area.

10. Community Bulletin Board and Online Resource. Operator shall air information on OPAC about City services and Oxnard community events using a text and graphics community bulletin board to display messages to the public. Messages should address events and activities of interest to the Oxnard community and must meet all applicable policies and procedures set forth in the Manual. Operator shall update community bulletin board information on a weekly basis. The community bulletin board shall also advertise the OPAC Programming schedule. Operator shall also develop an online resource (i.e., website) that provides detailed and updated news and information regarding OPAC, including outreach, trainings, facilities, services, and Programming schedule. Operator shall investigate and pursue alternative methods to transmit OPAC Programming, such as internet-based distribution.

B. Grants, Funding, Advertising, Underwriting or Sponsorship Recognition.

Operator shall diligently pursue available grants and funding to pay for facilities, equipment, equipment maintenance, utilities, staff, and organizing volunteers for OPAC. To fund OPAC-related activities, Operator may interrupt Programming for a maximum of six minutes of every 30 minute segment of Programming with "advertising, underwriting, or sponsorship recognition" within the meaning of California Public Utilities Code § 5870(b). If and when, in a particular quarter, after expenses, Operator makes a profit from "advertising, underwriting or sponsorship recognition," Operator may keep those profits to the extent that doing so would not cause Operator to have, calculated since the inception of the MOU, obtained a profit from operating pursuant to this MOU. To the extent that there are any

excess profits, such profits shall be deposited with the City for use only for activities authorized by California Public Utilities Code § 5870.

C. Management Standards and Provision of Information.

Operator shall maintain generally accepted accounting, budgeting, and business systems and practices for the operation, protection, investment, oversight and management of OPAC resources. At such times and in such forms as the City may require, the City shall be promptly furnished with such statements, records, reports, data and information, as the City may request pertaining to matters covered by this MOU, including State and Federal tax returns filed by Operator, as well as documents governing Operator's operations, such as Operator's bylaws, rules and procedures for the production of Programming, and policies relating to advertising, underwriting or sponsorship recognition. The City shall have the right to audit all information reasonably related to this MOU. Unless authorized by the City, Operator will not release any information concerning the work product including any reports or other documents prepared pursuant to the MOU until the final product is submitted to the City. Unless expressly waived by the City in writing, Operator shall provide to the City the following documentation on a quarterly basis:

1. Programming: Listing of the Programming (including identification of locally produced Programming), and other relevant activities.
2. Income Statement: An income statement detailing OPAC's activities.
3. Balance Sheet: A balance sheet detailing OPAC's activities.
4. Organizational charts detailing management responsibilities.
5. Projections: A written summary of projected income, funding strategies, operating expenses, and Programming.
6. Performance Reports: Written report detailing compliance with the requirements and purposes of this MOU.

In addition, Operator shall provide to the City by January 31 of each year this MOU is in effect, an annual report that shall include, but not be limited to, a summary for the prior calendar year of Operator's budget, Programming produced, public outreach efforts, and any other indicators of services provided; and projections and goals for the current calendar year.

D. Record Retention.

Records shall be maintained by Operator in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this MOU. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years. All documents provided to the City pursuant to this MOU shall be considered Public Records.

E. Term.

This MOU shall be effective on the first date that signatures of authorized representatives are affixed to this MOU (the "Effective Date"). This MOU shall terminate three (3) years after the Effective Date, provided the City Council has approved the Manual within one (1) year after the Effective Date. If the City Council has not approved the Manual within such time, this MOU shall terminate one (1) year after the Effective Date. Upon termination of this MOU, Operator shall cease to be City's designee for purposes of providing public access Programming pursuant to California Public Utilities Code § 5870(b) and shall have no right to transmit Programming on OPAC.

F. Effect on Future Negotiations.

The parties agree that in no event shall the existence of this MOU suggest that the City will in the future opt to authorize any party, including Operator, to create Programming to appear on OPAC. Operator, on behalf of itself, and any party providing Services pursuant to this MOU, expressly disclaims any right, either by law or equity, to obtain any recompense regarding any City decision on whether and how to provide any Programming at the termination of this MOU, regardless of any future oral communications between the parties.

G. Personnel.

1. Operator Provides Own Personnel. Operator represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this MOU. Any work performed by such personnel shall be considered as completed by independent contractors and not by employees of the City.
2. Services Provided Only by Operator. All the Services required hereunder will be performed by Operator or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

H. Insurance and Indemnification.

1. Insurance Required. Operator shall obtain and maintain during the performance of the Services under this MOU the insurance coverage as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the City's Risk Manager, unless the Risk Manager waives, in writing, the requirement that Operator obtain and maintain such insurance coverage. Such insurance shall also include broadcasting liability (media perils) coverage with liability limits in amounts not less than two million dollars (\$2,000,000) per occurrence insuring against claims arising from broadcast, utterance, dissemination, or publication of any kind by any method, including but not limited to claims for libel, slander, defamation or any invasions of rights or privacy. Operator shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage required by this Paragraph H(1) as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B. Maintenance of proper insurance coverage by Operator is a material element of this MOU. Operator's failure to maintain or renew insurance coverage or to provide evidence of renewal may be considered as a material breach of this MOU.

2. Indemnity.

a. To the fullest extent permitted by law, Operator shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Operator's performance of this MOU or Operator's failure to comply with any of its obligations contained in this MOU. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Operator's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Operator's duty to indemnify. Operator shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Operator of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An

allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Operator from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Operator asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Operator may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Operator's work or work product by the Indemnified Party shall not affect, relieve or reduce Operator's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this MOU. The provisions of this Section shall not be restricted by and do not affect the provisions of this MOU relating to insurance.

I. Publication, Reproduction and Use of Material.

Operator shall hold the copyright for all Programming. The City shall have an unrestricted license to broadcast, publish, disclose, distribute and otherwise use, in whole or in part, any Programming prepared under this MOU. Such license will continue after the termination of the MOU.

J. Termination for Cause.

If, through any cause, Operator fails to fulfill in a timely and proper manner its obligations under this MOU or if Operator violates any of the covenants, agreements, or stipulations of this MOU, the City may provide Operator with written notice of such violation(s). If Operator fails to diligently pursue a cure of all such violation(s) within fourteen (14) days of its receipt of such notice, or if, for any reason, all such violation(s) are not cured within thirty (30) days of receipt of the written notice, the City may terminate this MOU by giving ten (10) days written notice to Operator of such termination and specifying the effective date of such termination. In this event, Operator shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this MOU by Operator.

K. Miscellaneous Provisions

1. Independent Contractor. Neither Operator, its affiliates, subsidiaries, or any other party related to Operator, including any of their employees, agents or assigns, shall be considered to be employees of the City of Oxnard for any purpose whatsoever. Rather, Operator, and any other party performing any duty relating to this MOU shall be an independent contractor. Operator further agrees that neither it nor its employees, agents or assigns are entitled to any benefits from the City unless expressly authorized pursuant to this MOU.

2. Discrimination Prohibited. In performing the Services required hereunder, Operator shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act, gender, veterans status, sexual orientation, gender identity or medical condition.

3. Assignment. Operator shall not assign any interest in this MOU and shall not transfer any interest in this MOU (whether by assignment or notation), without the prior written consent of the City.

4. Construction and Severability. If any part of this MOU is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this MOU so long as the remainder of the MOU is reasonably capable of completion.

5. Notices.

Any notices to Operator may be delivered personally or by mail addressed _____
Attention: _____

Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Manager's Communication and Public Information Office, 300 W. Third Street, Fourth Floor, Oxnard, California 93030, Attention: Christina Aerenlund, Public Information Officer.

6. Entire MOU. This MOU contains the entire MOU of the parties and supersedes any and all other agreements or understandings, oral or written. To the extent the provisions of this MOU are inconsistent or in conflict with the Proposal, the provisions of this MOU shall govern and prevail.

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

8. Authority. The person signing this MOU for Operator hereby represents and warrants that he/she is fully authorized to sign this MOU on behalf of Operator and to bind Operator to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the City and Operator have executed this MOU as of the date first above written.

CITY OF OXNARD

OPERATOR

Tim Flynn, Mayor

(Name of Operator)

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Greg Nyhoff, City Manager

Christina Aerenlund, PIO
Project Manager

**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. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

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 \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	BROADCASTING LIABILITY (MEDIA PERILS) COVERAGE WITH LIABILITY LIMITS IN AMOUNTS NOT LESS THAN TWO MILLION DOLLARS (\$2,000,000) PER OCCURRENCE INSURING AGAINST CLAIMS ARISING FROM BROADCAST, UTTERANCE, DISSEMINATION, OR PUBLICATION OF ANY KIND BY ANY METHOD, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LIBEL, SLANDER, DEFAMATION OR ANY INVASIONS OF RIGHTS OR PRIVACY.				EACH OCCURRENCE \$2,000,000

SAMPLE

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. _____
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 _____

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

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

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS _____

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY Claims Made

COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____

OWNERS & CONTRACTORS PROTECTIVE Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> GENERAL		
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		
<input type="checkbox"/> PERSONAL & ADVERTISING INJURY		
<input type="checkbox"/> FIRE DAMAGE		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: () _____

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

- 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.
- 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.
- 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.
- 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.
- 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.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

(print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

Telephone: _____

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

NAMED INSURED

CITY AGREEMENTS/PERMITS _____

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:

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:

- 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).
- Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
 Broker/Agent Underwriter _____

I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____