Purchasing Division

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

April 17, 2017

Ladies and Gentlemen:

The City of Oxnard, California is seeking proposals from qualified and licensed Private Patrol Operators to provide comprehnsive patrol and security services for the Del Norte Regional Recycling and Transfer Station also referred to as the Materials Recovery Facility (MRF). The tentative contractual term is for the period of July 1, 2017 through June 30, 2020.

This request for proposal (RFP) is made up of the following sections: A. Instructions to Proposers, B. General Terms and Conditions, C. Consultant Qualifications and Responsibilities, D. Proposal Documents and Attachment 1 which includes a sample of a Trade Services agreement and insurance requirements. Proposers will be responsible to carefully examine the requirements contained herein.

A **non-mandatory pre-proposal meeting** will be held on Friday, April 28, 2017 at 2:00 P.M. in the Education Center Room of the MRF, 111 South Del Norte Boulevard, Oxnard. Vendors will also have a chance to walk the 16.5 acre MRF site.

Proposals will be received in the City of Oxnard Purchasing Office located at 300 West Third Street, Suite 202, Oxnard, CA 93030 by **5:00 p.m. on May 15, 2017**.

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.oxnard.org. Envelopes containing one (1) executed original and three (3) signed copies of the proposal must be sealed and addressed to City of Oxnard Purchasing Office, 300 W. Third St., Suite 202, Oxnard, California 93030, Attention: Patricia Garcia, Buyer, and must be marked "ENVELOPE 1: RFP – SECURITY SERVICES FOR MRF PROPOSAL/STATEMENT OF QUALIFICATIONS" and "ENVELOPE 2: RFP – SECURITY SERVICES FOR MRF STATEMENT OF COMPENSATION". The envelopes must show the proposer's name and address. At the proposer's option, proposals may be submitted via email in .pdf format to Patricia.garcia@oxnard.org. Proposals will not be opened publicly.

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

Sincerely,

Patricia Garcia

Patricia Garcia
Buyer

CITY OF OXNARD

ENVIRONMENTAL RESOURCES DIVISION

REQUEST FOR PROPOSAL (RFP)

FOR

SECURITY SERVICES FOR THE MATERIALS RECOVERY FACILITY (MRF)

PROPOSALS MAY BE MAILED
OR DELIVERED IN PERSON
TO THE PURCHASING OFFICE AT
300 WEST THIRD ST., SUITE 202, OXNARD, CA 93030

PROPOSALS MUST BE RECEIVED BY 5:00 P.M.
ON THE DATE INDICATED BELOW:

MAY 15, 2017

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD
REQUEST FOR PROPOSAL
SECURITY SERVICES FOR THE MRF

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CITY OF OXNARD
REQUEST FOR PROPOSAL
SECURITY SERVICES FOR THE MRF

INSTRUCTIONS TO PROPOSERS

Oxnard, a vibrant and growing community of approximately 200,000 people, is located on the beautiful Southern California coast and is the largest and most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city.

Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of five (5) members. The City Clerk and the City Treasurer are also elected to four-year terms. City government is comprised of approximately 1650 employees (1210 full-time equivalents).

SERVICES NEEDED

The selected vendor must demonstrate its employees have attended training and received appropriate certification of competence for licensed security officers. All security officers are unarmed, with the exception of the security officer(s) assigned to the Service Center. The vendor's security guards must demonstrate high levels of skill in dealing with the public. We expect the security guards to be pleasant and helpful. The city has two goals for service: one, serve as a helpful person to visitors and travelers as well as the business owners and employees, and second: enforce city policies regarding persons loitering and causing disturbances.

RECEIPT AND OPENING OF PROPOSALS

The City of Oxnard invites qualified contractors to submit proposals to provide security services for the Del Norte Regional Recycling and Transfer Station also known as the Materials Recovery Facility (MRF) located at 111 South Del Norte Boulevard, Oxnard, California 93030. Proposals will be received in the Purchasing Office until **5:00 p.m.** on **Monday, May 15, 2017.**

At the proposer's option, proposals may be submitted via email in .pdf format to Patricia.garcia@oxnard.org **OR** an envelope containing one (1) executed original and three (3) signed copies of the Proposal that must be sealed and addressed to: City of Oxnard Purchasing Office, 300 West Third Street, Second Floor, Oxnard, California 93030, Attention: Patricia Garcia, Buyer. The envelope must show the proposer's name and address; and must clearly be labeled "ENVELOPE 1: RFB – SECURITY SERVICES FOR MRF PROPOSAL/STATEMENT OF QUALIFICATIONS" and "ENVELOPE 2: RFB – SECURITY SERVICES FOR MRF STATEMENT OF COMPENSATION".

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 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.

EXAMINATION OF REQUIREMENTS

Each proposer must carefully examine the requirements contained herein. Each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer's.

PREFERENTIAL QUALIFICATIONS

Preference will be given to those vendors that currently:

1. Operate local offices within 25 miles of downtown Oxnard.
2. Bilingual vendor employees (ability to speak fluently in both Spanish and English) are highly desirable.

QUALIFICATIONS SUBMISSION REQUIREMENTS

Each submittal shall consist of two separate parts, **each in its own sealed envelope** and labeled as 1) Proposal/Statement of Qualifications and 2) Statement of Compensation.
Statements of Qualifications should be as concise as possible, at a minimum shall contain the information presented below (printed on one side of the sheet).

1. Cover letter of introduction.
2. Firm profile and experience in security services. Include location of corporate office and local facilities.
3. Qualifications of staff.
4. Exhibit A – Scope of Services
5. Exhibit B – Statement of Proposer's Qualifications and References
6. Exhibit C – Statement of Proposer's Past Contract Disqualifications

Additional materials, including detailed resumes and brochures may be submitted as an attached appendix to the proposal. Brochures and marketing materials not directly related to specific experience with the proposed scope of work shall not be submitted as part of this proposal.

Note the requirement to submit this information separate from the proposal. One (1) sealed copy of the Statement of Compensation shall be provided in the manner prescribed herein, with "Statement of Compensation" and project name clearly shown on the front of the envelope.

In addition, any material that will add to the persuasiveness of your proposal may be included. If you are not willing to accept the requirements and conditions of this request for proposal, identify in your proposal all requirements and conditions you do not accept. Failure to identify any such requirements and conditions will be deemed acceptance of all requirements and conditions.

Your proposal must be signed and dated in ink by the owner, partner, or corporate officer of the company, or by an agent duly authorized to represent the contractor under this proposal. Include the name and position held within contractor's organization.

SITE INSPECTION

A **non-mandatory pre-proposal meeting** will be held on Friday, April 28, 2017 at 2:00 P.M. in the Education Center Room, of the MRF, 111 South Del Norte Boulevard, Oxnard. Questions regarding this request for proposals will be answered during this conference. Vendors will also have a chance to walk the 16.5 acre MRF site.

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

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. Every request for such interpretation must be in writing and addressed to: Purchasing Agent, City of Oxnard, 300 W. Third St., Suite 202, Oxnard, CA 93030 and, to be given consideration, must be received at least seven (7) days prior to the date fixed for the closing of proposals. Requests for interpretation may be faxed to the Purchasing Agent at (805) 385-7538 or by e-mail at patricia.garcia@oxnard.org . Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be faxed, mailed or emailed with to all known prospective proposers (at the respective addresses furnished for such purposes) no later than seven (7) calendar days prior to the date fixed for the closing of proposals. Addenda required later than seven (7) calendar days prior to the proposal closing date may cause a postponement in the proposal closing date. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the specifications and contract documents.

AWARD OF CONTRACT

The award of the contract will be made to a responsive and responsible proposer whose proposal best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, 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 award a contract, or to procure or contract for services or goods. Before award, 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.

EXECUTION OF CONTRACT

The City will mail a Notice of Award of Contract, enclosing the contract forms to the successful proposer. The contract shall be signed by the successful proposer and returned with a copy of the vendor's certificate of insurance within seven (7) calendar days after the proposer receives the Notice of Award of Contract.

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 and award 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@oxnard.org
Phone calls will be accepted at (805) 385-7538.

CITY OF OXNARD
REQUEST FOR PROPOSAL
SECURITY SERVICES FOR MRF

GENERAL TERMS AND CONDITIONS

The following "General Terms and Conditions" shall be applicable to any contract or agreement entered into as a result of this proposal. The terms "proposer," "contractor," and "firm" may be used interchangeably in this solicitation and shall refer exclusively to the person, company or corporation with whom the City enters into a contract as a result of this solicitation.

1. All work performed shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subcontractors, will be considered as employees of the contractor. The contractor will be held responsible for their work. The City will deal directly with and make all payments to the prime contractor.

2. The City may make such investigations as necessary to determine the ability of the contractor to perform the services as required. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such contractor fails to satisfy the City that the contractor is qualified to carry out the obligations of the contract.

3. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's property from any and all injury or loss arising in connection with any contract entered into hereunder. The contractor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

4. The contractor shall comply with all applicable federal, state and local laws, ordinances, regulations and codes and shall obtain and maintain throughout the term of the contract, all required permits, certificates and licenses, including a **City of Oxnard business tax certificate**.

5. The contractor shall be an independent contractor in performing services for the City as part of any contract entered into as a result of this proposal. Contractor and contractor's agents, employees, subcontractors and other persons acting on the contractor's behalf are not employees of the City.

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

7. The 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, handicap, sex, marital status, or age and in compliance with all anti-discrimination laws of the United States of America, the State of California, and the City.

8. The contractor agrees to indemnify, hold harmless and defend the City, its City Council, and each member thereof, and every officer, employee, representative or agent of the City, from any liability, claims, demand, 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 the agreement performed by the contractor or contractor's agents, employees, subcontractor, 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, willfulness or acts for which contractor or contractor's agents, employees, subcontractors, or other persons acting on contractor's behalf would be held strictly liable.

9. The contractor shall obtain and maintain throughout the term of the contract, insurance coverages, with the City as additional insured, as specified in Exhibit INS-B, included in sample contract, Exhibit D.

10. City may terminate contract at any time, with or without cause, by giving notice to contractor. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice.

11. In the event of any dispute with regard to the provisions of any contract entered into hereunder, the dispute may be submitted to arbitration upon mutual agreement of the parties, under such procedures as parties may agree upon, or, if the parties cannot agree, then under the applicable rules of the American Arbitration Association.

12. City agrees to pay contractor upon satisfactory completion of services provided and upon submission to City of any invoice for said services performed. City shall pay contractor within 30 days of receipt and acceptance of invoice

CITY OF OXNARD
REQUEST FOR PROPOSAL
SECURITY SERVICES FOR MRF

SCOPE OF SERVICES

Vendor shall provide to City the following security services for the Del Norte Regional Recycling and Transfer Station also known as the Materials Recovery Facility (MRF) located at 111 Del Norte Boulevard.

SECURITY PATROLS

Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to facility. Regular visual inspection of the Del Norte Regional Recycling and Transfer Station, including parking lots, recyclables storage areas, supply storage areas, container storage and staging areas. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Regularly enter facility to inspect piles of solid waste, recyclables and green waste for signs of spontaneous combustion. Contact emergency services as needed.

AFTER-HOURS SECURITY

Security hours are as follows:

Monday through Friday (11 hours)
12:00 a.m. – 5:00 a.m.
6:00 p.m. – 11:59 p.m.

Saturday (17 hours)
12:00 a.m. – 5:00 a.m.
12:00 p.m. – 11:59 p.m.

Sunday and Holidays (24 hours)
12:00 a.m. – 11:59 p.m.

Vendor shall provide security service to the entire Del Norte Regional Recycling and Transfer Station, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment.

VENDOR RESPONSIBILITIES

1. Vendor will provide adequate supervision for all patrol persons.
2. Location of guard tour patrols and frequency of patrols will be agreed upon by the Vendor and City.
3. Vendor shall maintain a daily post log noting exceptional events and observations and provide copies to City.
4. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
5. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
6. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
7. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
8. City reserves the right to reject Vendor employees from this project with or without cause.

REGULATIONS

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Environmental Resources Division Manager or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or may readily be mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

1. No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
2. No patrol person shall wear or be required to wear a uniform shirt which is similar to, or may be mistaken for the uniform shirt of a local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown) or a similar color or hue.
3. When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that

reads “Private Security” and will include the name of the private patrol company by which the person is employed, or which the person represents.

Vehicles

1. Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.
2. The private patrol operator license number, prefaced with the letters “PPO”, will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.
3. Any vehicle used for private patrol must be marked permanently with the words “Private Security” or “Security Patrol” on the rear and both sides of the vehicle.
4. Any required vehicle lettering pursuant to this section shall:

    a. Consist of a standard sans-serif font with characters no smaller than two inches in height.

    b. The lettering must be in a high contract color with the background color where affixed.

REPORT OF VIOLATIONS OF LAWS

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

Proposals must include the following information:

1. Name of Company, current PPO number, and any previous names and PPO numbers the company has done business under in the past.
2. The number of years your company has been in operation.
3. Five names, addresses, and telephone numbers of current clients.
4. Hourly rate for private patrol services for each component of this project.
5. The brand name and model of any guard tour management system used for this project.
6. A description of any guard tour management system and related operation.
7. Photographs of a security officer (front, side and rear) in the uniform designated or designed for use in this project.
8. Photographs of security vehicle designated or designed for use on this project.
9. Detailed photograph of the security officer badge designated or designed for use on this project.
10. Detailed photograph of the security officer shoulder patch/insignia designated or designed for use on this project.
11. Provide examples of training materials, post orders, policies and procedures created or used by your company.
12. Describe your recommendations for the professional development and training of officers assigned to this project.
13. Identify the project manager, telephone number, e-mail address, and office location of this project. Indicate if the project manager is licensed as a Qualified Manager by BSIS.

PROPOSAL DOCUMENTS

COMPENSATION SCHEDULES

Proposer Name:

_____

The above-named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents

ITEM NO.	CITY SECURITY GUARD SERVICES	Cost Per Hour
1	Security Patrol Services, per Patrol Unit (1 guard)	$
2	Guard Services, per Patrol Unit (1 guard)	$
3	Holiday Weekend Guard Services, per Patrol Unit (1 guard)	$
4	Additional security guard personnel	$

Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary.

CRITERIA FOR SELECTION

All information in the proposal will be considered in the selection process. Price will be a factor in the selection of a vendor. Price will not be the only factor

_____ _____

Authorized Signature Authorized Signature

_____ _____

Print Signature Print Signature

_____ _____

Title Title

Submit with Proposal

Exhibit B

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

The proposer is required to state the proposer's financial ability and a general description of similar work performed.

Required Qualifications: Proposer must have satisfactorily completed at least three Southern California municipal projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: _____.

List and describe fully the last three contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

1.1 Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:

_____
_____

1.2 Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:

_____
_____

1.3 Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:

_____
_____

Submit with Proposal

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

STATE OF CALIFORNIA, COUNTY OF _____

I am the _____

_____ of _____

_____, the proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon information or belief, and as to those matters I believe them to be true.

_____

_____

Executed on _____ at _____, California.
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature of Proposer

_____
Title

_____
Signature of Proposer

_____
Title

Submit with Proposal

Exhibit C

STATEMENT OF PROPOSER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the proposer shall state whether such proposer, any officer or employee of such proposer who has a proprietary interest in such proposer has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

   Yes _____ No _____

2. If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

_____

Executed on _____ at _____, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

_____ _____

Signature(s) of Authorized Proposer Signature(s) of Authorized Proposer

_____ _____

Title Title

Submit with Proposal

ATTACHMENT 1 SAMPLE AGREEMENT

Agreement No. [Enter #]

AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/16)

THIS AGREEMENT FOR TRADE SERVICES (**"Agreement"**) is entered into in Ventura County, California, this [Day] day of [Month], [Year], by and between the City of Oxnard (**"City"**) and [Name of Vendor] (**"Vendor"**), subject to the following terms and conditions:

1. Vendor shall provide to City the following services:
[Click to enter list of services Vendor will provide] (the **"Services"**).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below [according to the following schedule:] (***INCLUDE THE PREVIOUS CLAUSE WITHIN THE BRACKETS IF THE SERVICES ARE TO BE PERFORMED PURSUANT TO A SCHEDULE. OTHERWISE, DELETE THE CLAUSE AND COMPLETE THE SENTENCE PRIOR TO THE BRACKETS. DELETE THESE INSTRUCTIONS PRIOR TO COMPLETION OF THE AGREEMENT.***) Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on [Start Date], 20[Year], and shall end on [End Date] , 20[Year]. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed $[Amount] for the Services performed during the term of this Agreement. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. 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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than $15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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.

6. To the fullest extent permitted by law, Vendor 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 Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. 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. Vendor'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. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 Vendor 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 Vendor 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, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

8. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-[ ]**, 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 Vendor obtain and maintain such insurance coverages.

Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-[ ]**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: [Enter Vendor contact information here. Any notices to City may be delivered personally or by mail addressed to: [Enter City contact information here].

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

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

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

[Name] , [Department Director]

[Name] , Project Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

[VENDOR OR CONSULTANT]

[Name] , [Title]

[Name] , [Title]

Who needs to sign for a company? If the company is a:

- *Corporation: the Board Chair, President or Vice President; and the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer*
- *Limited liability company (LLC): two managers unless LLC's articles of organization state one manager may sign*
- *Partnership or limited liability partnership: all partners unless the statement of partnership authority allows just one partner to sign*
- *Sole proprietor: the individual*

EXHIBIT A

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 1** 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 1

Living Wage Policy

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, 2016

17. o 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 **$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2017, 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.

- o 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.

- o 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.

- o 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.

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

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)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. 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.

4/17

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	**OTHER**				

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

Rev. 4/17

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

OTHER PROVISIONS

COVERAGES

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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 □ _____

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 _____

Rev. 4/17

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:

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 _____

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